Final Agenda
For
City Council Meeting
June 3, 2003

A meeting of the Fayetteville City Council will be held on June 3, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the May 20, 2003 meeting minutes.

2. **Homeland Security Overtime Program:** A resolution authorizing the Fayetteville Police Department to apply for a Homeland Security Overtime Program (HSOP) Grant in the amount of $85,500.00 to pay officer overtime to cover the normal duties of the 4 officers called to active duty in the United States Armed Forces.

3. **Transfer Funds to Council on Aging:** A resolution approving the transfer of $44,366.00 from the Senior Center project contingency fund to the Council on Aging (COA) to fund capital purchases for the new facility; and approving a budget adjustment in the amount of $37,218.00 to recognize revenue which has accrued since the last budget adjustment, adding it to the Senior Center project contingency fund.

4. **ADT Security Services, Inc.:** A resolution awarding Bid #03-30 to ADT Security Services, Inc. in the amount of $91,600.00 for the purchase and installation of a security system at the City's Facilities on Happy Hollow Road; approving a project contingency in the amount of $4,580.00 and approving a budget adjustment in the amount of $21,420.00 for same.

5. **Review and Approve 2003 DBE Goal Update:** A resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) program participation goals for FY2003.

6. **Maximus, Inc.:** A resolution approving a contract with Maximus, Inc. in the amount of $27,240.00 for a user fee study and cost allocation plan services; and approving a project contingency in the amount of $2,760.00.

7. **Juvenile Accountability Incentive Block Grant:** A resolution accepting a Juvenile Accountability Incentive Block Grant (JAIBG) to fund D.A.R.E. and D.A.R.E. Plus programming, gang resistance training, and software and training to conduct threat assessments for the school population; and approving a budget adjustment in the amount of $33,958.00 to recognize the grant revenue and appropriate the matching funds.

8. **Local law Enforcement Block Grant:** A resolution accepting a Local Law Enforcement Block Grant (LLEBG) from the U.S. Department of Justice for the purchase of ruggedized laptop computers, and approving a budget adjustment in the amount of $35,797.00 to recognize the grant revenue and appropriate the matching funds.

9. **Grubbs, Hoskyns, Barton & Wyatt, Inc.:** A resolution to accept settlement proposal in the amount of $105,000.00 from Grubbs, Hoskyns, Barton and Wyatt, Inc. and approval of a budget adjustment adding these funds to the Library Project.

B. OLD BUSINESS:

1. **RZN 03-14.00 (Williams):** An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial. ***This ordinance was left on the second reading at the May 20, 2003 City Council meeting.***

2. **Unified Development Code:** An ordinance repealing Title XV, Unified Development Ordinance (originally adopted by Ordinance 4100 on June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code. ***This ordinance was left on the second reading at the May 20, 2003 City Council meeting.***

3. **C-PZD 03-2.00 (Lowe's Home Center):** An ordinance establishing a Commercial Planned Zoning District titled C-PZD 03-2.00 located at the southwest corner of Finger Road and Highway 62; amending the official zoning map of the City of Fayetteville; and according to the Associated Development Project as approved by the Planning Commission. ***This ordinance was left on the first reading at the May 20, 2003 City Council meeting.***

C. NEW BUSINESS:

1. **Tech Logic Corporation:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Tech Logic Corporation in the amount of $395,632.00 for the purchase of an automated conveyor, check-in and sorting system for the New Public Library.

2. **R-PZD 03-3.00 (Alexander):** An ordinance establishing a residential planned zoning district titled R-PZD 03-3.00 located at 313 E. Lafayette, 321 E. Lafayette, 346 N. Willow, 354 N. Willow, and 310 Sutton, containing approximately 2.15 acres; amending the official zoning map of the City of Fayetteville; and according to the associated development project as approved by the Planning Commission.

3. **Amend Chapter 159.02** (C) (1) "Water and Wastewater Impact Fees": An ordinance to amend ordinance no. 4447 codified as §159.02 of the Unified Development Ordinance to repeal subsection C.1 Time of Collection and enact a new subsection C.1 to conform to new statutory requirements and to proclaim an emergency.

4. **Amend Code of Ordinances Section 51.135:** An ordinance to repeal Section 51.135 Service Deposits, of the Code of Fayetteville and to enact new Section 51.135.

5. **ADM 03-8.00 (Barbee):** A resolution reducing the right of way dedication from S. School Avenue centerline to accommodate the existing structure located at 729 S. School Avenue.

6. **Raze and Removal 205 S. West Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Michael Thurmond located at 205 S. West Avenue in the City of Fayetteville, Arkansas.

D. INFORMATIONAL:

1. **Council Tour: June 2, 2003**

Meeting of June 3, 2003

Adjourn 10:20 pm.

Subject:	Roll					
Motion By: Seconded:						
Motion To:						
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Mayor Coody	✓				

Subject:	Consent					
Motion By: Seconded:		Jordan / Davis				
Motion To:						
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Mayor Coody	—				

✓

Meeting of June 3, 2003

Subject:	RZN - 03-14.00 (Williams)						
Motion By: Seconded:		marr ? gordon ?	Davis Jordan				Jim Corbin
Motion To:		3rd reading	Motion to Table Ord.				Bob Davis
	Marr	✓	✓				Owner
	Rhoads	✓	✓				
	Davis	✓	✓				
	Lucas	✓	✓				
	Jordan	✓	✓				
	Reynolds	✓	✓				
	Thiel	✓	✓				
	Cook	✓	✓				
	Mayor Coody	—	—				

Old Business #1

tabled Ord.

Subject:	Unified Development Code						
Motion By: Seconded:		marr / Davis ?					Dawn
Motion To:		3rd reading	Pass				DON Builders
	Marr	✓	✓				DAVIS
	Rhoads	✓	✓				
	Davis	✓	✓				
	Lucas	✓	✓				
	Jordan	✓	✓				
	Reynolds	✓	✓				
	Thiel	✓	✓				
	Cook	✓	✓				
	Mayor Coody	—	—				

Old Business #2

passed 4489

Meeting of June 3, 2003

Subject:		C - PZD - 03.2.00 (Lowe's Home Center)				
Motion By: Seconded:		Thiel Cook		Thiel Davis	Comply w/the Sign Ord.	
Motion To:		(Amend Section #2 →	(Traffic Signal)	Amend Sign to		
	Marr	✓		✓		
	Rhoads	✓		✓		
	Davis	✓		✓		
	Lucas	✓		✓		
	Jordan	✓		✓		
	Reynolds	✓		✓		
	Thiel	✓		✓		
	Cook	✓		NO		
	Mayor Coody	——		—		

Mark Mills Lowes

Old Business

#3

4490

Subject:		C - PZD - 03 - 2.00 Lowes Home Center				
Motion By: Seconded:			Davis Reynolds			
Motion To:		2nd reading	3rd read	Pass		
	Marr	✓	✓	✓		
	Rhoads	✓	✓	✓		
	Davis	✓	✓	✓		
	Lucas	✓	✓	✓		
	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Mayor Coody	——	✓	——		

Old Business #3

Passed

4490

Meeting of June 3, 2003

Subject:		Tech Logic Corporation				
Motion By: Seconded:		Davis Marr	Davis Marr			
Motion To:		2nd read	3rd read	Pass		
	Marr	✓	✓	✓		
	Rhoads	✓	✓	✓		
	Davis	✓	✓	✓		
	Lucas	✓	✓	✓		
	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Mayor Coody	—	—	—		

#1

New Business

Passed 4491

Subject:		R-PZD 03-3.00 (Alexander)				
Motion By: Seconded:						Kathy Thompson
Motion To:						Shannon ????
	Marr					Janet ???
	Rhoads					????
	Davis					Rick Hoking
	Lucas					
	Jordan					
	Reynolds					
	Thiel					
	Cook					
	Mayor Coody					

#2

New Business

Left on the first reading

Amanda Nickles
Susan Porter
Michael O'Regan
James Key
Wyatt Wright
Bill Corley
Nancy Ward
Dick ???
Art ???
Judy Maring
???
Diane Hitchcock

?
Kirk Fritts
Lindsey & Assoc.
Richard Alexander
Jack Butt
?
Susan Gissler
Elizabeth Woods
Carrie Wilson
Karen Reese

Meeting of June 3, 2003

Subject:		Amend Chapter 159.02				
Motion By: / Seconded:		Jordan / Marr	Jordan / Marr		? / ?	
Motion To:		2nd read	3rd read	Pass	Emergency Clause	
	Marr	✓	✓	✓	✓	
	Rhoads	✓	✓	✓	✓	
	Davis	✓	✓	✓	✓	
	Lucas	✓	✓	✓	✓	
	Jordan	✓	✓	✓	✓	
	Reynolds	✓	✓	✓	✓	
	Thiel	✓	✓	✓	✓	
	Cook	✓	✓	✓	✓	
	Mayor Coody	—	—	—	—	

Mark Crandell

New Business # 3

passed 4492

Subject:		Amend Code of Ordinances Section 51.135				
Motion By: / Seconded:						
Motion To:		2nd read	3rd read	Pass		
	Marr	✓	✓	✓		
	Rhoads	✓	✓	✓		
	Davis	✓	✓	✓		
	Lucas	✓	✓	✓		
	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Mayor Coody	—	—	—		

New Business # 4

passed 4493

Meeting of June 3, 2003

Subject:		AOM 03-8.00 (Barbee)				
Motion By: Seconded:		Thiel / Jordan				
Motion To:						
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Mayor Coody	——				

New Business #5

passed 86-03

Subject:		Raze & Removal 205 S. West Avenue				
Motion By: Seconded:		Reynolds / Jordan				
Motion To:						
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Mayor Coody	——				

Michael-Thurmond

New Business #6

passed 8-7-03

Airfest

Water & Sewer meeting Thursday 6:00 Room 219

Town Branch Cleanup Saturday.

Speaker Registration
June 3, 2003 City Council Meeting

Jack Britt
Tom Hennelly
Jean Gessler
Elizabeth Woods
Carol V. Watson
Joann Reese
Amanda Mitchell
Susan Porter
Michael Ryan
James Kay
Wyatt Wright - 346 N. Walnut.
Bill Coverly
Nancy Ward 80 Garvin
Cindy Kilbe
Pat Watson
Dottie G. Yarborough

Diane Hilton
Kathy Thompson
Shannon Kennedy
Bill Green

Meeting of June 3, 2003

Subject:						
Motion By: Seconded:						
Motion To:						
	Marr					
	Rhoads					
	Davis					
	Lucas					
	Jordan					
	Reynolds					
	Thiel					
	Cook					
	Mayor Coody					

Subject:						
Motion By: Seconded:						
Motion To:						
	Marr					
	Rhoads					
	Davis					
	Lucas					
	Jordan					
	Reynolds					
	Thiel					
	Cook					
	Mayor Coody					

Rick McKinney cmc

Janet K Rodig

[redacted]

Marc Crandall

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D. INFORMATIONAL:

1. **Council Tour: June 2, 2003**

MINUTES OF A MEETING
OF THE
CITY COUNCIL
May 20, 2003

A meeting of the Fayetteville City Council was on May 20, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Alderman Reynolds, Thiel, Cook, Marr, Rhoads, Davis, Jordan, Mayor Coody, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Lucas

CONSENT:

Approval Of The Minutes: Approval of the May 6, 2003 meeting minutes and approval of the January 7, 2003 meeting minutes.

Arkansas Forestry Commission Grant: A resolution authorizing the Fayetteville Parks and Recreation Division to apply for an Urban Forestry Assistance Grant in the amount of $20,000.00 through the Arkansas Forestry Commission.

Resolution 70-03 As Recorded In The Office Of The City Clerk.

Citizen's Survey: A resolution approving a proposal from the Survey Research Center (SCR) at the University of Arkansas in the amount of $23,639.64 with a not-to-exceed cost of $25,000.00 for the development and implementation of a Citizen Survey.

Resolution 71-03 As Recorded In The Office Of The City Clerk.

Fayetteville Public Library as City Library: A resolution establishing the Fayetteville Public Library as an independent Municipal Library; and ending the Interlocal Agreement for a joint City/County Library system with Washington County, Arkansas.

Resolution 72-03 As Recorded In The Office Of The City Clerk.

Mobile Vision: A resolution awarding Bid #03-34 to Mobile Vision, Inc. in the amount of 66,884.00 for the purchase of 17 in-car video systems, and the upgrade of the 144X zoom camera.

Resolution 73-03 As Recorded In The Office Of The City Clerk.

Carter Burgess Architects/Engineers, Inc.: A resolution approving a contract with Carter Burgess Architects/Engineers, Inc. in the amount of $42,536.00 for design and engineering services associated with the Lake Fayetteville spillway pedestrian bridge project; and approving a ten percent project contingency.

Resolution 74-03 As Recorded In The Office Of The City Clerk.

Alderman Jordan moved to approve the consent as read. Alderman Davis seconded. The motion carried unanimously.

Mayor Coody pulled the following item from the consent so there could be discussion on the item:

Fayetteville Public Facilities Board: A resolution ratifying the resolution of the Fayetteville Public Facilities Board authorizing the issuance of Fayetteville Public Facilities Board Multifamily Housing Revenue Bonds (Grandview Apartments Project), Series 2003 in a principal amount not to exceed $3,700,000.

Mayor Coody said there have been some changes made so we want to understand what is right.

Jim McCord Council for the Public Facilities Board said on April 21, 2003 the Facilities Board adopted a resolution approving the issuance of a bond issue not to exceed $3.7 million to renovate the Grandview apartments on the south side of town. I have distributed a memorandum this evening stating the reasons the developer has requested an increase in the bond issue from $3.7 million to $4,070,000. The board has approved this change and a Public Hearing was held after proper notice and no member of the public showed up. The memorandum from Bond Council points out that under federal tax law a second public hearing is not required because the increase in the bond issue was no more than 10% of what was originally approved. The project remains the same the bonds are special obligation bonds with no potential liability to the City, the City Council or the Facilities Board. I request that ratifying the resolution be approved this evening so the project can go forward.

Mayor Coody said the number amount changed after the Public Hearing and no one attended the Public Hearing is that correct.

Mr. McCord said that is correct.

Mayor Coody said in the memo from Kutak Rock says an amending resolution will go before the Board prior to a Public Hearing being held.

Mr. McCord said that has been changed to after a Public Hearing has been held. Mr. McCord said the purpose of the Public Hearing is to explain the project, the project has not changed, there has been an increase in the size of the bond issue as allowed by law is the only change. The Facilities Bond did approve this change this afternoon for the $4,070,000.

Mr. Rhoads asked if a notice went out to the Public for the hearing and if so was the amount stated in the notice.

Mr. McCord said yes. It was published in the Arkansas Democrat Gazette.

Alderman Rhoads said with the $3.7 million. That doesn't impact the fact that the notice was less than the actual bond issue that is being requested now.

Mr. McCord said he raised that very question with the Bond Counsel and his explanation is pointed out in the last paragraph of the memo that they prepared and I distributed just before the City Council meeting. This increase in the bond amount does not require a new notice of Public Hearing due to the fact that a change of 10% or less is considered under the IRS regulations to be an insubstantial deviation from the amount published in the notice. The IRS section applicable is sited. I am very comfortable as Counselor and issuer that everything is legal and I'll have to issue an approving opinion for the bond issue as will Bond Counsel Kutak Rock.

Mayor Coody asked Kit Williams with all the changes would we be liable for any of this.

Mr. Williams said he would hope not. It is set up to be not our responsibility, but the responsibility of the Facilities Board. I can't tell you that there is no way that they could somehow go about saying that we did something wrong.

A discussion followed on the changes in the bond issue.

Mr. McCord said State Statues does not require the City governing body to approve a bond issue authorized by the Facilitates Board, but your authorizing ordinance that created the Facilities Board does require it. You don't approve the issues of the bond; you just ratify the actions of the Facilities Board.

Gordon Wilburn with Kutak Rock said we have on other projects before sought the opinion of our tax specialist on this 10% deviation and have gotten that same opinion before that that is insubstantial and does not require a new Public Hearing under federal tax law. If there have not been any other changes in the project then I don't think as far as the hearing goes you've got any problems

Alderman Thiel moved to approve the amended resolution. Alderman Davis seconded. The motion carried unanimously.

Resolution 75-03 As Recorded In The Office Of The City Clerk.

OLD BUSINESS:

RZN 03-14.00 (Williams): An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial. ***This ordinance was left on the first reading at the May 6, 2003 City Council meeting.***

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Davis seconded. Upon roll call the motion passed unanimously.

Mr. Williams read the ordinance.

Tim Conklin, Planning Division, asked that this ordinance be held on this reading and let staff work with our traffic consultant over the next couple of weeks. This is one of the five intersections that are being studied as part of our master transportation study. They have been working on this site for the past year or two looking at developing this site and at the same time we've entered into this long range planning study to look at how we address some of these key intersections in the City of Fayetteville. I have spoke to the applicant and discussed some of the issues not just related to developing this site but an overall study of how we handle our traffic through this intersection.

Alderman Jordan said he does not have any problem with the convenience store going in there at all, but I do really have a problem with that curve down there. That intersection is really dangerous.

A discussion followed on the traffic study at the intersection.

The ordinance was left on the second reading.

WHM Land Investments, Inc. Condemnation: A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by WHM Land Investment, Inc. to secure the necessary land on which to construct the West Fayetteville Fire Station. ***This resolution was tabled at the May 6, 2003 City Council meeting.***

Alderman Jordan moved to table the resolution indefinitely. Alderman Davis seconded. Upon roll call the motion passed unanimously.

Unified Development Code: An ordinance repealing Title XV, Unified Development Ordinance (originally adopted by Ordinance 4100 on June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code. ***This ordinance was left on the first reading at the May 6, 2003 City Council meeting.***

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Reynolds seconded. Upon roll call the motion passed unanimously.

Mr. Williams read the ordinance.

Alderman Thiel said this did go through the ordinance review committee and they unanimously approved this going forward. Is there a reason for holding it another two weeks?

Mr. Williams said we want to make sure we have an absolutely clean copy with no changes what so ever for the last two weeks sitting in the City Clerk's office. There have been a few typing errors that have been found, nothing that would change it.

Alderman Thiel said there was a couple of changes or one change and that has been done.

Dawn Warrick, Planning Division, gave a brief history of the UDC during the past couple of years and the codification process.

Mr. Williams said we are also going to make an attempt to put a draft copy of this on the web site.

This ordinance was left on the second reading.

NEW BUSINESS:

C-PZD 03-2.00 (Lowe's Home Center): An ordinance establishing a Commercial Planned Zoning District titled C-PZD 03-2.00 located at the southwest corner of Finger Road and Highway 62; amending the official zoning map of the City of Fayetteville; and according to the Associated Development Project as approved by the Planning Commission.

Sara Lefflar, a resident, said her husband and her are supportive of this Planned Zoning. She also discussed how informative Lowe's has been to the residents.

Mayor Coody asked Tim Conklin about the tree preservation area on the property.

Mr. Conklin said the tree preservation area is north and east of the Lowe's project, it does rap around the Lefflar home. There is additional tree preservation on the east side of Finger Road.

Mayor Coody said will this be like the Harp's parking lot or the Wal-Mart Neighborhood Store parking lot.

Mr. Conklin said this will be like the Wal-Mart Neighborhood Store Parking Lot.

Alderman Thiel asked about the road that ends at Superior Bank.

Mr. Conklin said Superior Bank built part of that access road to get into their development. Mr. Conklin also stated that the Arkansas Highway & Transportation Department did send a letter to the City stating that the traffic signal did not meet the warrants. The City Engineering department is looking at that and has talked with the traffic consultant. We feel the traffic signal

should be warranted, should be installed and we will be in contact with the Highway Department.

Mark Millis with Lowe's Home Center gave a brief presentation on the project. Mr. Millis said he has one correction from the proposed staff approval from Planning Commission and that addresses the pylon sign, we have one sign proposed for Lowe's which is what we are allowed, the developer is allowed a shopping center sign which is separate and Lowe's will not be on. In the discussions we were asked if we would agree to a monument sign, which we thought we were agreeing to a monument style sign, still maintaining the height and square footage. It was brought to our attention right before the vote that a monument sign under ordinance is six feet in height. We would ask that we revert back to what the ordinance states which is 30 feet in height and 75 square feet in signage area and move forward from there, all the other conditions we are in agreement with.

Mayor Coody asked Mr. Conklin if this is the right venue for making a change like that.

Mr. Conklin said typically those issues are handled at the Planning Commission level, since this has not been approved it could be handled at this level or you could refer that back and have the Planning Commission make the final decision. I would recommend that that be dealt with at the Planning Commission level.

Mr. Williams asked how they would get back to the Planning Commission level with everything being passed at the Planning Commission already.

Mr. Conklin said we could do this as an administrative item to take back and have them consider the signage issue.

Mr. Millis asked if the Council could approve the request and leave the signage issue to the Planning Commission for final determination. What we are asking for is what the ordinance allows in the signage.

Mr. Williams said sub-section 3 of the ordinance says as approved by the Planning Commission on April 28, 2003. If you want to get that changed you would need to get that back to them before the next City Council meeting.

Mr. Conklin said that it would be best to have the Planning Commission make the decision on the signage.

Mr. Millis said if we were to move forward with the ordinance as it states after approval by the Council what would be the appropriate avenue to request a variance as to what was approved by the ordinance.

Mr. Williams said he didn't think you could, this is a brand new procedure. The way the ordinance is envisioned is that your rezoning and everything is tied to the development proposal as approved by the Planning Commission so if there is any deviation from that, that would call into question the rezoning that the City Council is looking at tonight, so I would advise against

that. The City Council does not have to pass this tonight anyway with it being an ordinance it has three readings before being approved.

Alderman Marr asked if tonight was the first time that we've heard a request for this variance or is this something that has been known prior to coming tonight.

Mr. Conklin said they contacted Planning last week and have been talking to Planning about what they can do to change the Planning Commission approval.

Alderman Jordan said he would have wanted to leave this on the second reading tonight anyway regardless of the sign issue.

Mr. Conklin said the access to Finger road will be developed at the same time that Lowe's is developed, an access will be provided. The signalized intersection is Sherman Way.

A discussion followed on the access points to the new development, the map of the new development, the wetlands on the property, and the detention pond.

Mayor Coody asked if the store on the north end of town will remain open.

Mr. Millis said yes.

Mayor Coody said this will be a good addition to the community we are really glad to have Lowe's on the south end of town. We hope that the monument sign will fit your needs and that you will reconsider your drive for the 30 foot pole sign. Monument signs really add a nice touch to your development and our community.

Greg Simmons with Peters and Associates Engineers said they are the traffic consultants for Lowe's on this important project. We conducted a detailed traffic study. He gave an explanation of the traffic study that was conducted. He said they believe that a signal is warranted here and needs to be here, Lowe's has agreed to pay for the signal.

Alderman Thiel asked if the State was aware that Lowe's was going to pay for the signal.

Mr. Simmons said he didn't know if the highway department was aware of it or not but they certainly didn't ask them to pay for it.

Mr. Coody said we will see if the highway department will reconsider and we will let the Highway Department know that Lowe's will pay for the light.

Alderman Jordan asked how much traffic is going through there right now.

Mr. Simmons said about 22,000 cars a day. He said that is a major arterial street.

Alderman Jordan asked how much that was normally geared for.

Mr. Simmons said a street like that can normally carry somewhere in the neighborhood of 30,000.

Alderman Jordan asked how many at Finger Road.

Mr. Simmons said he would get that number for the Council, from memory 3,000 to 4,000 cars a day.

Alderman Jordan asked what it would be after the Lowe's development goes in.

Mr. Simmons said he would get the Council that information. Mr. Simmons said he would get Alderman Jordan and Alderman Lucas a copy of the report.

Gary Medley, a resident, said he had some concerns about a topography survey map that was shown to him that showed a creek in the wrong location. His mother has property near the development.

Mayor Coody said the Council has not seen the map that Mr. Medley is speaking of.

Mr. Medley showed the location of his mother's property on the map that was presented to the Council. The map presented to Council was different than the map that he had been shown.

Lance Mills with Ozark Civil Engineering the engineer for this project said he has not had any discussions with Mr. Medley.

Mr. Medley said it was the engineering firm that was subcontracted to do the topography survey.

Mr. Mills said their requirements would be to go 100 feet beyond the Lowe's property, if he had discussion with the surveyor's, they should not have represented themselves as Ozark Civil Engineers, because they are not engineers. Mr. Mills discussed the drainage planned for the property.

Alderman Reynolds asked are you moving the creek 170 feet that will make it run through his mother's house.

Mr. Mills said no.

Barbara Moorman a resident of Finger Road voiced her concern in the development and the creek located on the property. She asked the Council to look at the big picture, there are drainage areas, a creek and tree preservation to be considered. The standards that you apply to Mount Sequoyah should apply to other areas in the City. She also expressed her concern about the traffic that exists now and the increase of traffic when this development is completed.

This ordinance was left on the first reading.

VAC 03-7.00 (Bencor): An ordinance approving VAC 03-7.00 to vacate and abandon a drainage easement located on property at the northeast corner of Sixth Street and South School Avenue as depicted on the attached map and legal description.

Mr. Williams read the ordinance.

Alderman Davis moved to suspend the rules and go to the second reading. Alderman Thiel seconded. Upon roll call the motion passed unanimously.

Mr. Williams read the ordinance.

Alderman Davis moved to suspend the rules and go to the third and final reading. Alderman Reynolds seconded. Upon roll call the motion passed unanimously.

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 4486 As Recorded In The Office Of The City Clerk.

VAC 03-8.00 (Wallace): An ordinance approving VAC 03-8.00 to vacate and abandon a drainage easement located on property at the Lot 98 of Covington Park as depicted on the attached map and legal description.

Mr. Williams read the ordinance.

Alderman Davis said none of the utility companies had a problem with it and the Planning Commission passed it on the their consent agenda.

Alderman Davis moved to suspend the rules and go to the second reading. Alderman Reynolds seconded. Upon roll call the motion passed unanimously.

Mr. Williams read the ordinance.

Alderman Thiel said that she understands that this has already been built, the background information from the City Engineering states that only the portion where the pool is to be constructed should be vacated. I would hope that in the future whenever we have something come before us, I understand there was a reason for this coming before us after the fact, but none the less this is misleading and I would like in the future that the City Engineering be sure and check this out before they give us reports like this.

Hugh Earnest said you may rest assured that that will happen.

Alderman Jordan moved to suspend the rules and go to the third and final reading. Alderman Reynolds seconded. Upon roll call the motion passed unanimously.

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 4487 As Recorded In The Office Of The City Clerk.

OMI Contract: A resolution approving amendment No. 9 to the OMI contract providing for a net increase in fiscal 2003 of $36,209.00 to purchase equipment and perform services implementing a modified sludge disposal plan for the last 6 months of 2003. **No budget adjustment is requested.**

Alderman Jordan asked for a brief presentation.

Greg Boettcher, Water and Wastewater Director said this is a proposal with OMI that would provide for dewatering our wastewater sludge and on an interim basis hauling that to a landfill for final disposal. The driving force behind this is the fact that high phosphorus levels and the absence of an irrigation permit on our 540 acres sludge management site dictates that we look at an alternate sludge disposal. It is a trade off, do we obtain a permit to irrigate effluent on our 540 acres site and forego the sludge which I believe is the more positive environmental approach or do we continue to apply sludge and run the risk of a summer effluent release into the White River. We are recommending the sludge disposal, dewatering and landfilling. This is part of our long range plan for sludge management that was approved by the voters in November of 2001, it does come with increased cost, but we were anticipating that and this is reflected in the total rate increases that we advised the citizens of in November of 2001. What we are looking at is about $423,000.00 of capital equipment, which is trucks, trailers, and a belt filter press that we will own at the end of the five years. OMI will capitalize that or amortize that over the 5 years at 6 ¾%, we will have ownership. The cost impact this year we will absorb through various economies, one is a rebate from 2002 from OMI of around $70,000 that really offsets a lot of the 6 month cost. Next year we will be looking at about a $250,000.00 operating cost increase plus a predicted $75,000.00 for fuel. It is not a less costly sludge disposal approach but it is more responsible. It postures us to be able to participate in the Northwest Conversation Authority should they come up with a more viable plan. We are not entering into any long term commitments with the landfill. Initially we would go to BFI Landfill in Oklahoma but there is no commitment, if we find other economics, we will implement them.

This amendment will extend OMI's contract for five years, they are conceding part of their management fee per year, about $17,000.00 as an incentive, it provides stability for them, I think it is a positive thing to have them on board for five more years, we are going to a new West plant we are going to be doubling the staffing. we need to have continuity at that operation and this will allow OMI to plan for it, get us through that period, and at that time of course we will check their numbers again and go out for an RFQ. I think it provides some stability that is an advantage to us and is an advanatage to them.

Alderman Marr asked is there no appeal process to the agency that told us that we can't apply to the particular area any longer.

Mr. Boettcher said what has happened; 14 years ago our discharge permit for the Noland Plant said that we could apply sludge and or effluent on the 540 acres. Through multiple permit renewals at some point in that process that language was dropped. This came to light last summer when we were questioned why we were applying treated effluent on the 540 acres. We do not have that in a permit, we may have done it before it may have been understood, but in order to now get an irrigation permit we had to do soil testing that brings about evidence of high phosphorus levels and we need to go into a positive management plan.

Mayor Coody asked how often do we get those permits. It's not an annual permit is it?

Mr. Boettcher said this is a five year permit. He said he met with ADEQ in Little Rock last week to review the preliminary permit, they see this as a net positive issue. We are talking about probably reducing the amount of phosphorus in the White River water shed that is present by about 80%, it is a positive move with nutrient management and it's really what we were going to do anyway, we are just starting it early, I think it is an advantage to get some experience under our belt dewatering, some experience hauling, and be in a position maybe to help participate in maybe the Regional approach if that becomes viable.

Tom Brown, a resident, said he was here when the City Council considered previously what to do about the sludge and the phosphorus and whether or not we should participate in a program to create fertilizer. I have 30 plus years of farming experience. Why are there not any of the agricultural producers and utilizers of phosphorus apparently apart of this program. Have the agriculture producers and utilizers of fertilizers been a part of this process and is the City actively attempting to get those people engaged in this disposal problem?

Mayor Coody said the Northwest Arkansas Conversation Authority is looking to begin some kind of a program that maybe we can contract with or join to consolidate poultry litter and municipal sludge.

Mr. Boettcher said they are doing studies. He said we will be dewatering and we will be looking at all possible avenues that are more environmentally sound or more economical both as we go forward. One of our problems is our wastewater sludge is not a blended fertilizer so the ratio of nitrogen to phosphorus is not advantageous for crop production, this is why we have managed our 540 acres on nitrogen loadings, phosphorus was not regulated that's why we have above normal phosphours levels. Fertilizer is blended to plant needs, wastewater sludge is what it is, we will look at all these markets and if there are other markets or the Conversation Authority comes up with one we will be in the position with dewatering to where it will be a beneficial use. We are just getting one step closer to where we ultimately want to be, which would be fertilizer, reuse or any other viable plan.

Mr. Brown said the report has been made tonight that the 500 acres has a phosphorus level in the soil that would stop us from continuing to apply effluent and solid waste in that area.

Mr. Boettcher said we are proposing to cease adding additional phosphorus, the irrigation permit that we will request from the State of Arkansas will stipulate that our total application on that 540 acres will match, not exceed crop uptake with bermuda grass and we would hope to actually manage it the other way where the bermuda grass would mine out the phosphours over time much the same as we have accumulated. To our knowledge the phosphorus is bound in the soil, it's not soluble, creating stream problems, it's just in the soil waiting for the plants to take it back out again.

Mr. Brown said he would like to suggest that Bermuda grass and other grasses are very poor utilizers of phosphorus, grains are very good utilizes of phosphours. Corn, wheat, and beans need the application of relatively high levels of phosphours in their fertilizer program relative to what a grass land needs. I think that the City Council should be encouraging the department to engage with the agriculture producers and utilizers in the area so as to maximize the utilization of those 500 acres. If we've got more phosphours in that soil than we need or should have in that soil, that speaks to our management and not really to the issue of what we have to apply to that soil. Maybe we need a different crop on there. Every year the agriculture producers in Washington County purchase 10's of thousand's of tons of phosphate fertilizer that is brought into this county from outside the state in order to be spread on the golf courses and the lawns and the pastures. I think we are missing out on something; it seems to be that the City is not utilizing the agriculture resources that are available to it and that our program is not including a significant economic factor that already exists and has in the recent past been characterized as a burden to this community and to our water resources.

Alderman Thiel said she spoke to Mr. Boettcher some time ago about this and he did have a response and she wanted him to present it.

Mr. Boettcher said that we will be looking at other cropping plans and we are considering some others now that we are looking at going to an alternate mode. One of the functions of the site was to dispose of sludge and to accept effluent; you have to have crop plans that are water tolerant as well. We want something that can take water consistently during the summer, which hays are sometimes more positive than other types of crops. We are looking at that and we will be studying that, we will be investigating all viable options.

Alderman Thiel asked will that acreage still be used to some extent.

Mr. Boettcher said the only function that that site will use for the next three to four years is effluent disposal and if we have a problem we have approval to apply sludge but the sludge and irrigation will never exceed the crops phosphours demand. We will never worsen our problem; we will begin to take it the other way. Once the Noland Plant upgrades are completed, which we are predicting will be in 2006, we will have two belt filter presses a sludge building and we will be permanently set up to handle it as our primary method. What we are doing now with OMI, under this contract amendment is an interim measure at the most reasonable cost to get us started.

Alderman Davis moved to approve the resolution. Alderman Reynolds seconded. Upon roll call the resolution passed unanimously.

Resolution 76-03 As Recorded In The Office Of The City Clerk.

OMI Hamestring Lift Station: A resolution to approve an out-of-scope amendment with Operations Management International, Inc. in the amount of $250,000 to upgrade the Hamestring Sewer Lift Station. **No budget adjustment is requested.**

Alderman Jordan asked for a presentation.

Mr. Boettcher said this is a west side lift station that serves about 3,400 residents, late last year the Department of Health questioned the number of overflows at this lift station, that precipitated an engineering study. We satisfied the Department of Health concerns but when we looked at the pump run times we felt there was a problem with the long range ability of that station to serve the area. We commissioned RJN to do an analyze of the lift station. We worked with Planning to look at all the areas that had been plated; we looked at what might grow out in that area between now and 2006. We were concerned that the growth rate in that basin may intersect with the pump station capacity and we could be in a position where we could be looking at dry weather overflows before the new station was built. The study was completed in March of this year, we reviewed it, we submitted a copy to the Department of Health to let them know we were studying this issue and trying to look into the problem. We found four options ranging from $3 million down to $250,000, the $250,000 option is what we are recommending, it consists of installing a large wet weather pump to carry us through the 2006 period, we will reuse the existing force main, and it will supplement the current facilities. It provides more than an adequate margin to carry us out through 2006. In 1995 it was upgraded, predicting that in 3-4 years we would have the wastewater system project done, that has not occurred, that temporary upgrade has more than served its intended purpose. This project will carry us out beyond that based on growth predictions and other analysis. One thing that helps offset the cost, we did have capital needs at the Hamestring lift station last year because of the age of the facility and the fact that we have only one larger pumping unit, the other two are the small ones from 1970, we are going to go ahead and purchase a backup pump just to have in storage at OMI in the event that lightning would damage the one lead pump. The two smaller pumps would put us at high risk for overflows. We deferred that $30,000 cost last year, in the current budget this year for lift station operation and maintenance we have the funds to complete this project. Why are we spending money now for a problem that may not show up for another 2-2 ½ years, by building this improvement now, over the next three years we will reduce the frequency and severity of overflows because this pump will help us through all periods of peak flows. The predicated completion date is 6 months.

Alderman Davis asked if once the new plant comes on line will we still be using this particular station.

Mr. Boettcher said no we will not, there will be a Hamestring lift station but, in the changing of our wastewater system we are going to basically have the east side flowed to the Hamestring lift station, the current capacity on the station is about 1.2 million gallons per day, when all the east side of Fayetteville goes to the new Hamestring lift station it will pump 30 million gallons per day. We can't match pumps that was one of the things that was looked at, could we do something early that we could salvage, the other problem is the new Hamestring lift station will

pump directly into our new west side plant. The pumping, the hydraulics, and the capacities, there is no match, our best approach is to do the temporary fix. This solution provides a more than adequate margin based on what we are seeing in trends in that area.

Alderman Davis asked when do you see the new plant coming on line.

Mr. Boettcher said we are predicting design contracts will be coming to this council probably the first part of June. Based on our current schedules we believe the facilities can be on line and complete during the first quarter or there abouts of 2006.

Mayor Coody said one of the things we are discussing is making sure you all have the contracts plenty of time in advance and maybe having a special City Council meeting to discuss this one issue.

Alderman Davis asked why it has taken so long to get the design contracts out to finally be signed by the engineers so they can get to work.

Mr. Boettcher said there has been some review activities and reviewing project scope. There are some factors that I have confirmed that may amount to some substantial cost savings that we may need to discuss. I didn't feel it would be appropriate to bring those contracts in if that scope of work was not necessary. I had some preliminary stream modeling completed by CH2MHill to verify whether or not it was even viable.

Alderman Marr asked about the investment of this $250,000 on the Hamestring lift station, will we be able to recoup any of the expenditure long term.

Mr. Boettcher said $100,000 should be able to be recovered in terms of reuse or equipment salvage. We have a lot of lightning problems in that location, therefore we are proposing a spare variable frequency drive for fear that it may go out.

We are looking at a possible build out over the next three years of about 1,000 family equivalent units, with impact fees coming on line that represents probably two to three times the cost of this investment that we would recover in impact fees.

Alderman Jordan said at the last Water and Wastewater meeting I heard that we had approximately 1,300 units that had been okayed for out there, has that changed?

Mr. Boettcher said what he recalled was 1,000 over the next three years.

Alderman Jordan asked how many pump stations do we have in that western area.

Mr. Boettcher said we have 33-34 lift stations city wide. In that area we have approximately 17.

Alderman Jordan asked how many lift stations do we have in this situation. My concern is that it is not a straw that breaks the camels back it is the last straw that breaks the camels back. If we

continue to put one development on top of another then eventually we are going to be in trouble. We are looking at three years before we get that other treatment plant on line and I am wondering how many more times we are going to have to do this. One of our goals is planned and managed growth. Every development that goes in, in that area I want to know where that lift station is, how many units is on the lift station, and how many more it will take.

Mr. Boettcher said he is talking with OMI about extracting data from our pump station records, we currently monitor the pump stations for alarm conditions but we do not extract data on loadings. We are going to try to work with Planning and Engineering and start developing an analysis. What drives most of our pump station capacity is we get into our larger pump stations, those are sized for our wet weather flows which are 2-3 times our peak dry, and so we don't have dry weather flow problems in that many stations, Hamestring is a little unusual.

Mayor Coody said there may be a perception that this is an emergency, but when it was explained to me this pump station right now is operating below capacity and they started looking at the data, but if all the lots build out we would be over capacity by about 100 homes. The staff is looking down the road, it's under capacity now and they are trying to make sure it stays under capacity and doesn't cause any real problems for us. We haven't maintained our lift stations as well as we would like to. This is just like any other piece of equipment or vehicle, you have to upgrade and maintain it if you want it to keep working. I really appreciate the fact that the staff is looking down the road to make this work.

Mr. Boettcher said this is the first pump station upgrade that he has done since he has been here. At the Water and Sewer Committee one of the things we discussed was we need to eventually build a complete model of our system so as these things occur we can plug that in and it will automatically tell us where the problems are.

Alderman Cook asked what it will take to produce the model of our system.

Mr. Boettcher said that is a cost that we would have to develop; the water system model is about $200,000. The sewer becomes a little more involved because to calculate capacity you have to know the grade and the size of each line. It will be a sizeable investment.

Alderman Marr said he thought the modeling is a great idea.

Alderman Jordan moved to approve the resolution. Alderman Davis seconded. Upon roll call the resolution passed unanimously.

Resolution 77-03 As Recorded In The Office Of The City Clerk.

Hotel & Restaurant Bonds (Series 2003): An ordinance authorizing the issuance and sale of not to exceed $6,620,000 of Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding hotel and restaurant gross receipts tax bonds, Series 1998; authorizing the execution and delivery of a trust indenture pursuant to which the Series 2003 Bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the Series 2003 bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the Series 2003 Bonds; authorizing the execution and delivery of an escrow deposit agreement providing for the redemption of the Series 1998 bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

Mr. Williams read the ordinance.

Alderman Cook said we are not lengthing the terms of these.

Mr. Williams said we should still be within the election date.

Tom Brown asked does this ordinance save money.

Mayor Coody said yes we hope the final amount saved at the end of the term will be approximately $1 million.

Dennis Hunt with Stephens, Inc. said the net of all cost; if the money was handed over to you today would be in excess of $334,000. The bond issue matures at the same time it would have previously. Your total cash flow savings is about $1.1 million.

Mr. Williams said we do not know exactly how much this will save the city until it is time to issue the bonds and at that point in time we will know what the interest rate will be and know fairly precisely what the rate will be. If the market changes suddenly and interest rates jump up we will not do this.

Alderman Davis moved to suspend the rules and go to the second reading. Alderman Jordan seconded. Upon roll call the motion passed unanimously.

Mr. Williams read the ordinance.

Alderman Davis moved to suspend the rules and go to the third and final reading. Alderman Jordan seconded. Upon roll call the motion passed unanimously.

Mr. Williams read the ordinance.

Alderman Davis said this did come before the A&P Commission and because of the money this was going to save, the A&P Commission voted unanimously to accept this.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 4488 As Recorded In The Office Of The City Clerk.

INFORMATIONAL:

Item # 3 Old Business: Unified Development Code:
Three copies of the proposed Unified Development Code, Title XV of the Code of Fayetteville are filed in the office of the City Clerk and are available for the public to inspect and view.

Item # 6 New Business: Hotel & Restaurant Bonds (Series 2003):
The Preliminary Official Statement, Trust Indenture, Bond Purchase Agreement, Escrow Deposit Agreement, and Continuing Disclosure Agreement documents that are related to this Agenda Item are available for review in the City Clerk's Office.

Meeting adjourned at 8:55 PM.

Sondra Smith, City Clerk

Sondra Smith, City Clerk

Carrie V. Wilson
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Fayetteville, AR 72701
Phone: 479-442-7576
Email: Dheghia@earthlink.net

Fayetteville City Council
Fayetteville, AR 72701

June 3, 2003

Re: Proposed St. Joseph's Development

Dear Council members:

As a cultural resource consultant I work with Federal Legislation on a daily basis, in particular, 36CFR800 regulations of the National Historic Preservation Act. Examining this proposed development in that light, I would like to address this issue from that perspective. Although two of the buildings in this development are not eligible for the National Historic Register (NRHP), one building on the corner of Lafayette and Willow is eligible. Other houses in the neighborhood are listed on the NRHP as part of the Washington-Willow Historic District

The 'Area of Potential Effects' (APE) is a term used in NHPA that *means the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist*. My concern is that the development of the St. Joseph properties will adversely effect the Historic District and those homes/*historic properties* that are listed on the NRHP. The primary adverse effect with regard to the APE may be the destruction of the Washington Willow Historic District's community. The proposed change to a PZD or R-3 zoning from an R-1 and the addition of 39 apartment/condominiums will change the character of the neighborhood. In addition, will the high price paid for such a property eventually raise the property taxes on other properties in the District? For those living on Lafayette with the traffic as it is and the density of apartments/condominiums, will the property be saleable as an R-1? The property may be more valuable as commercial property, which would include the further development of additional apartments/condominiums.

Any undertaking involving historic properties has to consider all factors, not just the visual integrity of a historic structure. Resolution of adverse effects has three alternatives – avoid, minimize effects or mitigate any adverse effects on historic properties. Homeowners who are in close proximity of the proposed development have valid concerns with regard to the impact/density of the development, property taxes and desire to keep the community intact as an R-1.

Most homeowners are not totally against the concept of apartments/condos; however, they are very concerned about the high number of units. A lower number would minimize adverse effects. It may not be economically feasible for the proposed development, if so, maybe the properties should go back on the market. Whoever decides to develop the St. Joseph properties will find it essential to solicit the views of the neighborhood and incorporate those views into the project in order to minimize any adverse effects to the Washington-Willow Historic community.

The Council has the responsibility of making a Solomon-type decision; however, I personally do not feel that the resolution of adverse effects has been met or has it been minimized to the degree possible. In my opinion, there needs to be further input and a sit down face-to-face meeting to resolve these issues before the Council decides on the matter. Mr. Alexander's goal is to develop the property, hopefully at a profit. St. Joseph's is selling its high-dollar property to pay for the construction of its new facilities. The City gets a concrete lot/green space. What are the benefits for those living in Washington-Willow Historic District – the proposition of higher taxes and the eventual conversion of *historic property* single-family homes for the reality of commercial development? *Those are adverse effects*!

Respectfully submitted,

Carrie V. Wilson

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor
City Council

FROM: **Kit Williams**, City Attorney

DATE: **June 3, 2003**

RE: **Amendment needed in C-PZD ordinance for Lowe's**

If you examine Condition of Approval #13 (B.2. Page 7) in C-PZD 03-03.00, you will find that the Planning Commission upon request by Planning Department required Lowe's to do the following for its approval of its development.

"13. A traffic signal shall be installed at the developer's expense prior to any occupancy permit. This shall be subject to the Arkansas Highway and Transportation Department approval and staff review."

Unfortunately, the Arkansas Highway and Transportation Department will not authorize such traffic signal until present traffic conditions warrant such a stop light. That would not happen until after Lowe's opens and its customers need to use Sherman Way to go West on Highway 62 (6th Street). However, the way the Condition of Approval is worded, Lowe's cannot open until the traffic light is built – a real "Catch -22".

This can be remedied by allowing Lowe's to deposit the money needed to construct the traffic signal with the City pursuant to UDO Chapter 158. Then when the traffic light is authorized by the Arkansas Highway Department, we can build it and refund any unused funds to Lowe's.

I have prepared an Ordinance to accomplish this (as well as the return to the original condition of approval to comply with the Sign Ordinance) and attached it hereto. An alderman needs to move to amend the current ordinance to change Condition of Approval #13. Thank you.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A COMMERCIAL PLANNED ZONING DISTRICT TITLED C-PZD 03-02.00 LOCATED AT THE SOUTHWEST CORNER OF FINGER ROAD AND HWY. 62; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED DEVELOPMENT PROJECT AS APPROVED BY THE PLANNING COMMISSION AND AMENDED BY THE CITY COUNCIL

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From R-1, C-2, Thoroughfare Commercial, R-O, Residential Office, and R-2, Medium Density Residential to C-PZD 03-02.00 as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the change in zoning classification is based upon the approved master development plan and development standards as shown on the Planned Zoning District plans for Lowe's Home Center and approved by the Planning Commission on April 28, 2003, as amended by the City Council to remove the requirement for a monument sign and reinstate Condition of Approval #3 as recommended by the City Planning Division , and to change condition of Approval #13 requiring installation of a traffic signal at the cost of the developer prior to issuance of the certificate of occupancy and replacing that with a requirement that the developer deposit the cost of the traffic signal with the City pursuant to UDO §158.01 until such signal is authorized to be installed by the Arkansas Highway and Transportation Department.

Section 3. That this ordinance shall not take effect and be in full force until all conditions of approval for the development are met.

Section 4. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and **APPROVED** this the 3rd day of June, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

By: _____
Sondra Smith, City Clerk

#4 Consent

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #03-30 TO ADT SECURITY SERVICES, INC. IN THE AMOUNT OF NINETY ONE THOUSAND SIX HUNDRED DOLLARS ($91,600.00) FOR THE PURCHASE AND INSTALLATION OF A SECURITY SYSTEM AT THE CITY'S FACILITIES ON HAPPY HOLLOW ROAD; APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED EIGHTY DOLLARS ($4,580.00); AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF TWENTY ONE THOUSAND FOUR HUNDRED TWENTY DOLLARS ($21,420.00) FOR SAME.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby awards Bid #03-30 to ADT Security Services, Inc. in the amount of Ninety One Thousand Six Hundred Dollars ($91,600.00) for the purchase and installation of a security system at the City's Facilities on Happy Hollow Road.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a project contingency in the amount of Four Thousand Five Hundred Eighty Dollars ($4,580.00).

Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of Twenty One Thousand Four Hundred Twenty Dollars ($21,420.00) for same.

PASSED and **APPROVED** this 20th day of May, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

#4 New Business

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL SECTION 51.135 SERVICE DEPOSITS, OF THE CODE OF FAYETTEVILLE AND TO ENACT NEW SECTION 51.135

WHEREAS, the City of Fayetteville desires to return or waive water service deposits for property owners who have histories of twelve consecutive months of prompt full payment of water, sewer and solid waste bills; and

WHEREAS, the City needs to ensure that sewer and water impact fees are properly and promptly paid upon the installation of a water meter for construction purposes; and

WHEREAS, other changes in the administration of service deposits need to be made.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals **§51.135 Service deposits** of the Fayetteville Code, in its entirety and enacts the following new **§51.135 Service Deposits** of the Fayetteville Code to replace it:

Sec. 51.135. Service Deposits. A service deposit shall be made with each application for water service, construction water service and construction solid waste service if such precedes construction water service. This service deposit shall be retained in trust, without interest, by the city's finance department. When service to the depositor is discontinued permanently, said service deposit shall be applied to the final billing and the remainder, if any, returned to the depositor.

(A) **Refund of Service Deposits.** If the depositor achieves twelve consecutive months of on-time payments in full of all water, sewer, and/or sanitation fees due the City as of June of any year, the service deposit shall be refunded to the depositor. If a new customer can provide adequate proof of his or her twelve consecutive month history of prompt and full utility payments to the Business Office Supervisor, the Business Officer Supervisor shall waive the requirement of a security deposit for this new customer.

(B) **Reinstitution of Service Deposit.** If a customer has received a refund of the service deposit or had the service deposit waived for proof of twelve consecutive month prompt payment history and the customer fails to promptly pay a monthly billing, the Business Office Supervisor may require payment of a new security deposit in an amount equal to or double the amount of the normal security deposit depending on the amount owed, lateness of payment and any reasons for late payment.

(C) **Service Deposits For Addresses To Which Water Was Shut-off By The City For Delinquent Bills.**

(1) If a current customer has had water shut off for failure to pay city bills, the customer must pay a $35.00 reconnect fee plus the full amount of the back bill to receive water service. The Business Officer Supervisor may also require double the normal deposit if this is a recurring problem.

(2) If a new customer seeks to have water turned on at an address or residence which was shut-off for non-payment within the preceding sixty (60) days, the new customer must pay the back water bill before the water may be turned on. A new security deposit may also be required.

(3) The Business Office Supervisor or designee may waive the reconnect fee after taking into consideration the consumer's property ownership, credit experience with the consumer, payment record of the consumer, and status of current service deposit(s) the consumer presently has active with the city on other utility accounts.

(4) The Mayor may, in cases of extreme hardship (unknown water leak in customer's line, excusable neglect, etc.), authorize continued or beginning water service with extended payment terms for past due bills, reduction of amounts due, or other compromises. No compromise or settlement may violate the terms of any bonds for which water or sewer revenue is pledged.

(D) **Government Consumers.** Federal, state, county, and other local government consumers shall not be required to make a service deposit.

(E) **Private Residential Consumers.** A private residential consumer shall be required to make a minimum service deposit of $50.00 unless waived pursuant to subsection B. For the purpose of this division, a private residential consumer is defined as any single-family unit without regard to property ownership or a single apartment occupied by no more than four unrelated persons for which an individual meter is required.

(F) **Other Residential Consumers.** All other residential consumers, whether apartment houses, boardinghouses, fraternity houses, sorority houses, or other multiple-family dwellings where master meters are used shall be required to make a service deposit of $200.00.

(G) **Impact Fee Requirements.** All customers obtaining a new water service including building contractors obtaining water for construction purposes shall be required to comply with §159.02 of the Unified Development Code of Fayetteville Regulating Collection and Disbursement of Water and Wastewater Impact Fees. Individual deposits for each new water and sewer service are required.

(H) **Commercial Customers.** Commercial customers such as owners of hotels, motels, cafeterias, restaurants, service stations, car washing establishments, supermarkets, laundries, and industrial consumers shall be required to make a minimum service deposit of $100.00, or that equal to the highest one-month bill, whichever is greater.

(I) **Rental Cleanup Deposits.** Rental property owners obtaining water for rental cleanup purposes must sign the Property Owner's Agreement which lists all properties to be covered under this section and states Rental Property Owners will be billed for all of the services provided (water, wastewater and solid waste). At such time as an individual dwelling is occupied, the deposit required by subsection (b) of this section shall be made for that unit. Failure of property owners to pay billings as presented will result in cancellation of the property Owner's Agreement and all future service orders shall require a deposit equal in amount as set forth in subsection (E). The signed agreement, between the City and Property Owners must be executed prior to turn on service being provided and must contain a listing of individuals authorized to initiate service under the provision of this subsection.

(J) **Water For Irrigation Purposes**. All customers requesting water service for irrigation purposes shall be required to make a minimum service deposit of $50.00 for service whereas the water meter is sized one inch or less, $100.00 whereas the water meter is sized over one inch, or that equal to the highest one-month bill, whichever is greater.

(K) **Delinquent Payment History.** For all customer types, the service deposit amount required may be increased up to two and one-half times the estimated maximum bill, as determined by the Business Office Supervisor or designee, if the customer has a history of delinquent payment or nonpayment

of his bill. Increased service deposits may be required of all consumers whether residential, commercial, industrial, or irrigation services.

(L) **Time Of Payment.** The Business Office Supervisor or designee shall determine with each application for water service whether the service deposit shall be paid at the time of application, or if said deposit may be billed to the consumer, in part or in whole, on the first month's billing or spread over several month's billings.

(1) In determining the required method of payment for the service deposit, the Business Office Supervisor or designee shall take in consideration property ownership, credit experience with the consumer, payment record of the consumer, and status of current service deposit(s) the consumer presently has active with the city on other utility accounts.

(M) **Inactive Meter Use.** In the event of water consumption on an inactive meter when no service deposit has been made, the water meter shall not be reconnected until the customer pays the required service deposit and pays a $35.00 reconnection charge plus the back bill.

PASSED and **APPROVED** this the 3rd day of June, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

#4 New Business

City of Fayetteville, Arkansas
Rental Property Owner's Agreement

Property Owner _____, _____, _____
(Last Name) *(First Name)* *(Middle Name)*

Mailing Address _____

City _____

State _____ **Zip** _____

Phone Number (_____) _____
(Area Code)

I, the above stated property owner of certain rental property, as listed on the attached sheet (s) marked Exhibit A, located in the City of Fayetteville water/sewer/solid waste service area do hereby agree as follows, to-wit:

The City of Fayetteville, Arkansas, agrees to waive payment of a service deposit from the above stated property owner who requests service be turned on at property listed on the attached exhibit (s) for the sole purpose of facilitating the cleanup of said rental property, as long as all billings are timely paid when presented.

Property owner will be billed for all of the services provided (water, wastewater and solid waste). At such time as an individual dwelling is occupied, the deposit required by Article V. – Rates and Charges, Section 51.135, of the City of Fayetteville Code of Ordinances, will be made for that unit. It is understood by Property Owner that failure to pay billings as presented will result in cancellation of the Property Owner's Agreement and all future service orders shall require a deposit equal in amount as set forth in the above Fayetteville Code of Ordinances.

This agreement between the City of Fayetteville, Arkansas and the Property Owner must be executed prior to turn on service being provided. Attached herewith marked Exhibit B is a listing of individuals who are authorized by the Property Owner to initiate service to the properties listed in and made apart of this agreement.

Property Owner or designee is responsible for contacting the City of Fayetteville, Arkansas Business Office when service is to be disconnected. Service must be on a minimum of three (3) business days.

Owner's Signature

/ /

Date Federal ID# Social Security #

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor
City Council

FROM: **Kit Williams**, City Attorney

DATE: **May 28, 2003**

RE: **Lowe's proposed C-PZD 03-2.00**

The developer of the new Lowe's to be built on 62 West near the Wal-Mart Super Center appeared before the Planning Commission as you requested on May 27, 2003. Lowe's requested that it be allowed to just follow the Sign Ordinance rather than be required to use a monument sign. The Planning Commission split four to four so their original decision stands.

As I pointed out in my May 22, 2003 memo, the City Council has a right to change, add to or reduce the terms of conditions of approval agreed to by the Planning Commission. Attached is a draft ordinance that would change the Planning Commission's approval only to the extent of returning to the initial recommendation of the Planning Department that Lowe's would comply with our Sign Ordinance. This would leave it up to the developer whether to install a pole sign no closer than 40 feet from the right-of-way or a monument sign (6 foot height limit) no closer than 10 feet from the right-of-way.

If an alderman wishes to alter slightly the Planning Commission's decision in this manner, the alderman would need to move to amend the current ordinance (read once) to the one attached to this memo. If an alderman does not wish to make any change from the Planning Commission's decision, you should vote against any amendment to the initially presented ordinance.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A COMMERCIAL PLANNED ZONING DISTRICT TITLED C-PZD 03-02.00 LOCATED AT THE SOUTHWEST CORNER OF FINGER ROAD AND HWY. 62; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED DEVELOPMENT PROJECT AS APPROVED BY THE PLANNING COMMISSION AND AMENDED BY THE CITY COUNCIL.

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From R-1, C-2, Thoroughfare Commercial, R-O, Residential Office, and R-2, Medium Density Residential to C-PZD 03-02.00 as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the change in zoning classification is based upon the approved master development plan and development standards as shown on the Planned Zoning District plans for Lowe's Home Center and approved by the Planning Commission on April 28, 2003, as amended by the City Council to remove the requirement for a monument sign and reinstate Condition of Approval #3 as recommended by the City Planning Division.

Section 3. That this ordinance shall not take effect and be in full force until all conditions of approval for the development are met.

Section 4. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and **APPROVED** this the 3rd day of June, 2003.

APPROVED:

By: _____ DRAFT
DAN COODY, Mayor

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"

PART OF THE NORTHWEST AND THE SOUTHWEST QUARTERS OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE 5TH P.M., CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°08'58" WEST 42.94 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO ITS INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF FINGER ROAD SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°08'58" WEST 387.36 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 2°01'20" WEST 238.81 FEET; THENCE SOUTH 88°08'33" EAST, 294.91 FEET; THENCE SOUTH 23°09'36" WEST 107.33 FEET; THENCE NORTH 88°08'33" WEST 456.01 FEET; THENCE NORTH 1°51'27"EAST 100.00 FEET; THENCE SOUTH 90°00'00" WEST 62.76 FEET; THENCE SOUTH 1°02'36" WEST 39.63 FEET; THENCE SOUTH 54°47'38" WEST, 195.89 FEET; THENCE NORTH 88°57'24" WEST, 409.39 FEET; THENCE NORTH 42°46'02" WEST, 76.30 FEET; THENCE NORTH 88°57'24" WEST, 50.47 FEET; THENCE NORTH 38°42'54" WEST, 62.44 FEET; THENCE NORTH 1°02'36" EAST, 39.45 FEET; THENCE SOUTH 90°00'00" WEST, 28.97 FEET; THENCE NORTH 1°02'35" EAST, 656.56 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF US HIGHWAY 62; THENCE NORTH 74°35'55" EAST 1160.14 FEET ALONG SAID SOUTH RIGHT OF WAY; THENCE SOUTH 1°31'48" WEST, 179.34 FEET; THENCE SOUTH 88°26'54" EAST, 290.31 FEET TO A POINT ON THE WEST RIGHT OF WAY OF FINGER ROAD; THENCE SOUTH 1°49'53" WEST, 558.04 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING. CONTAINS 26.934 ACRES OF LAND, MORE OR LESS.

AND ALSO:

PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE 5TH P.M., CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 1°04'04" WEST, 23.26 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°04'04" WEST, 386.66 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 490 AT PAGE 18, WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE; THENCE NORTH 88°14'56" WEST, 165.65 FEET ALONG THE NORTH LINE OF SAID TRACT; THENCE NORTH 24°21'49" EAST, 418.83 FEET TO THE POINT OF BEGINNING CONTAINING 0.735 ACRES OF LAND, MORE OR LESS.

TOTAL ACREAGE: 27.669 ACRES, MORE OR LESS.

Traffic Study

prepared for:

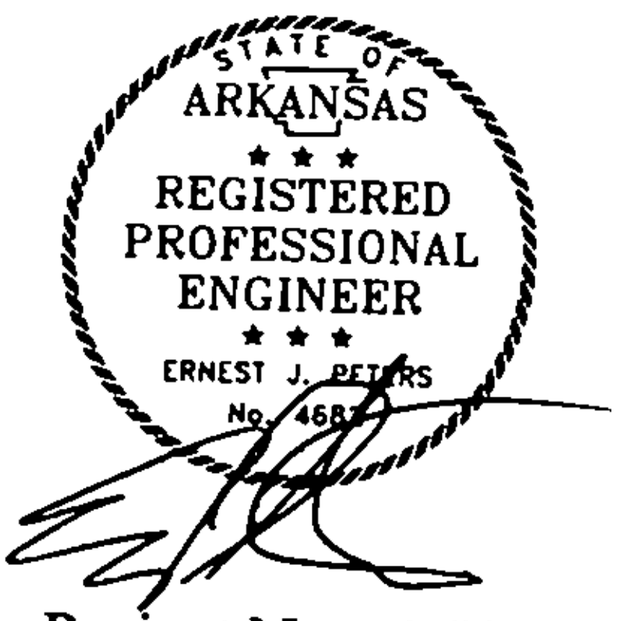
LOWE'S
Home Improvement Warehouse

and

Zark
Civil Engineering Inc.

Highway 62 (6th Street)
and
Finger Road

Fayetteville, Arkansas



Project No.: P-873

April 8, 2003

PETERS & ASSOCIATES
ENGINEERS, INC
CIVIL & TRAFFIC ENGINEERING
P.O. BOX 21638 (501) 225-0500
LITTLE ROCK, ARKANSAS 72221

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APPENDIX

- Site Plan
- Trip Generation Data
- Vehicle Turning Movement Count Data
- Capacity and Level of Service Calculations
- Traffic Signal Warrants and Results

EXECUTIVE SUMMARY

Peters & Associates Engineers, Inc. has conducted a traffic impact study for a proposed Lowe's Home Improvement Warehouse development located on the south side of Highway 62 (6th Street) and on the west side of Finger Road in Fayetteville, Arkansas. The site is immediately west of an existing Wal-Mart Supercenter (located on the east side of Finger Road and south of Highway 62). The commercial site is proposed to consist of a Lowe's Home Improvement Warehouse and has provisions for a small retail center plus one outlot as indicated on the project site plan (a reduced copy of the site plan is included in the Appendix for reference).

Existing AM and PM peak hours vehicle turning movement count data was gathered in the vicinity of the site for the intersection of Highway 62 and Finger Road/One Mile Road.

Arkansas State Highway and Transportation Department (AHTD) 2001 annual average daily traffic counts for Highway 62 in the vicinity of the site were researched and depict a two-way volume of approximately 22,000 vehicles per day.

Projected traffic volumes for the proposed development were calculated. These projected site generated trips were added to the existing traffic volumes, which resulted in total projected traffic volumes of the Lowe's Home Improvement Warehouse site, a small retail center and an outlot in addition to projected traffic volumes for the development of a Superior Federal Bank (recently opened by others) on the southwest corner of Highway 62 and Finger Road. These projected site generated trips were added to the existing traffic volumes and the projected traffic volumes of the Lowe's Home Improvement Warehouse site, small retail center, the outlot and the development by others (Superior Federal Bank).

There are no planned roadway improvements in the vicinity of the site by AHTD or the City.

Existing conditions at the aforementioned intersection was analyzed and compared to projected traffic conditions at the same intersection, as well as the access drives proposed to serve the site. Results of the analysis have indicated:

- The three access drives proposed to serve the site are well designed and should serve the ingress and egress needs of the site with the herein recommendations included.

- Analysis for existing traffic conditions and projected traffic conditions were conducted. The only movements with capacity and LOS results demonstrating considerable traffic delays (LOS "F") for the worst-case PM peak hour are the following:
  - Northbound left-turn movement exiting the site on Access Drive A at Highway 62 with "Stop" sign control.
  - Northbound left-turn movement exiting the site on Access Drive B at Highway 62 with "Stop" sign control. This movement improves to LOS "D" with signal control.

- Although there is a failed (LOS "F") movement for projected conditions for the northbound left-turn movement exiting the site on Access Drive A at Highway 62, volumes experiencing excessive delay are low and may divert to the proposed signalized intersection of Highway 62 and Access Drive B or the existing signalized intersection of Highway 62 and Finger Road/One Mile Road.

- All of the other movements are projected to operate at what calculates as an acceptable LOS "D" or better for the worst-case PM peak hour with projected traffic conditions.

- The signalized intersection of Highway 62 and Finger Road/One Mile Road has sufficient reserve capacity to accommodate the additional traffic volumes associated with the site development with no negative impact to the intersection. The intersection will continue to operate at overall LOS "B" for the worst-case PM peak hour.

- It is recommended that a fully actuated traffic signal be installed at the intersection of Highway 62 and Access Drive B coincident with the site development.

- The recommended traffic signal at the intersection of Highway 62 and Drive B should have provisions to be coordinated with the existing City of Fayetteville closed loop traffic control system.

- All of the existing roadway geometry and traffic control surrounding the site are adequate and there will be no significant impact to the surrounding intersections with the construction of this development as proposed.

INTRODUCTION

Peters & Associates Engineers, Inc. has conducted a traffic impact study for a proposed Lowe's Home Improvement Warehouse development located on the south side of Highway 62 (6th Street) and on the west side of Finger Road in Fayetteville, Arkansas. The site is immediately west of an existing Wal-Mart Supercenter (located on the east side of Finger Road and south of Highway 62). The commercial site is proposed to consist of a Lowe's Home Improvement Warehouse and has provisions for a small retail center and one outlot as indicated on the project site plan (a reduced copy of the site plan is included in the Appendix for reference).

This is a report of methodology and findings relating to a traffic engineering study undertaken to:

- Evaluate existing traffic conditions at the site.
- Ascertain projected traffic operating conditions at adjacent intersections and the access drives proposed to serve the site.
- Identify the effects on traffic operations resulting from existing traffic in combination with site-generated traffic associated with the development.
- Evaluate proposed access to the site and make recommendations for mitigative improvements which may be necessary and appropriate to ensure minimum impact and acceptable traffic operations.

In the following sections of this report there are presented traffic data, study methods, findings and recommendations of this traffic engineering investigation. The traffic engineering study is technical in nature. Analysis techniques employed are those most commonly used in the traffic engineering profession for traffic impact analysis. Certain data and calculations relative to traffic operational analysis are referenced in the report. Complete calculations and data are included in the Appendix of the report.

THE SITE

The location of the proposed development is within the City of Fayetteville in Washington County, Arkansas. The site is located on the south side of Highway 62 (6th Street) and on the west side of Finger Road. The site is immediately west of an existing Wal-Mart Supercenter (located on the east side of Finger Road and south of Highway 62). The proposed development site location and vicinity are shown on Figures 1 and 2, which follow.

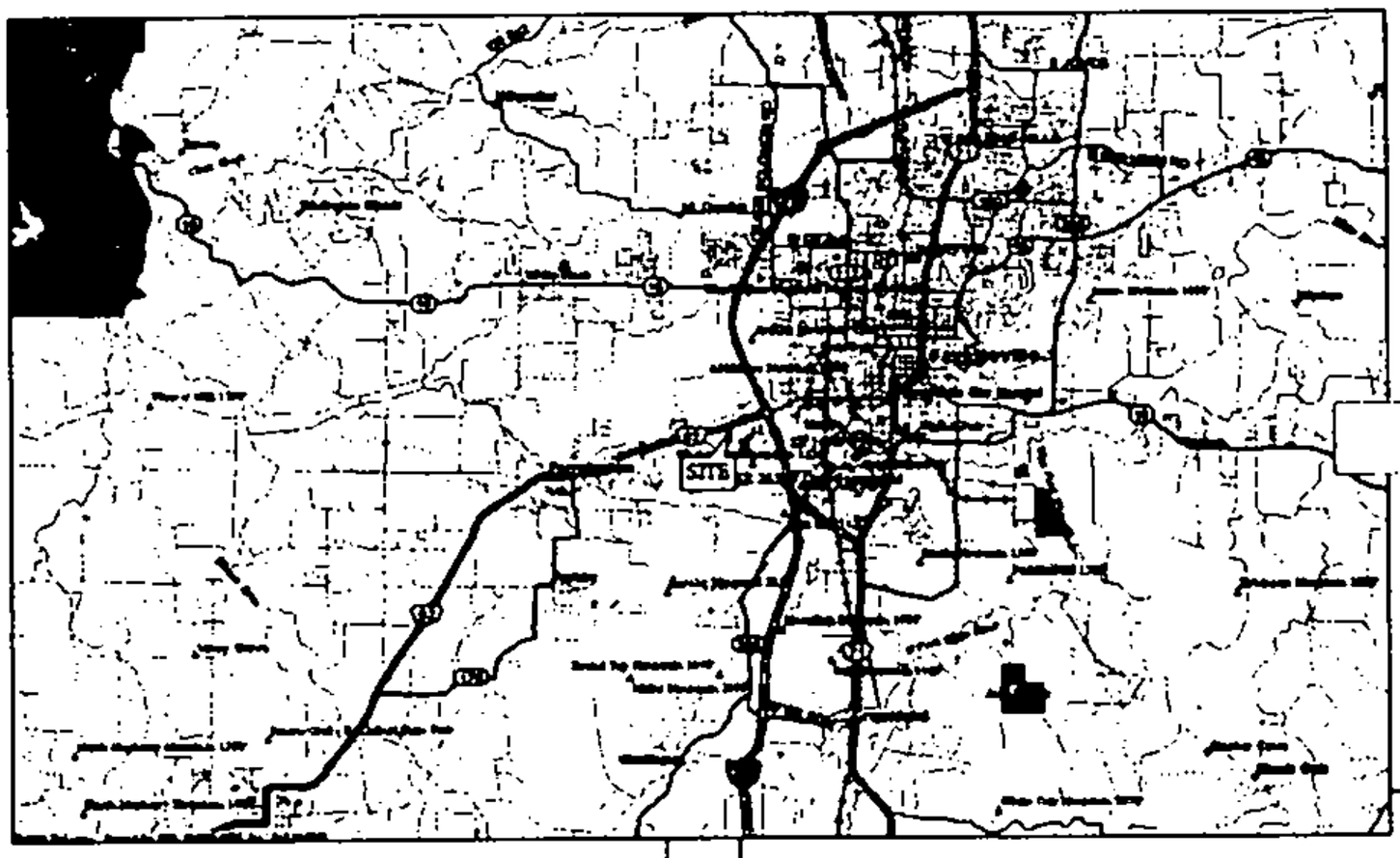


Figure 1 – Vicinity Map

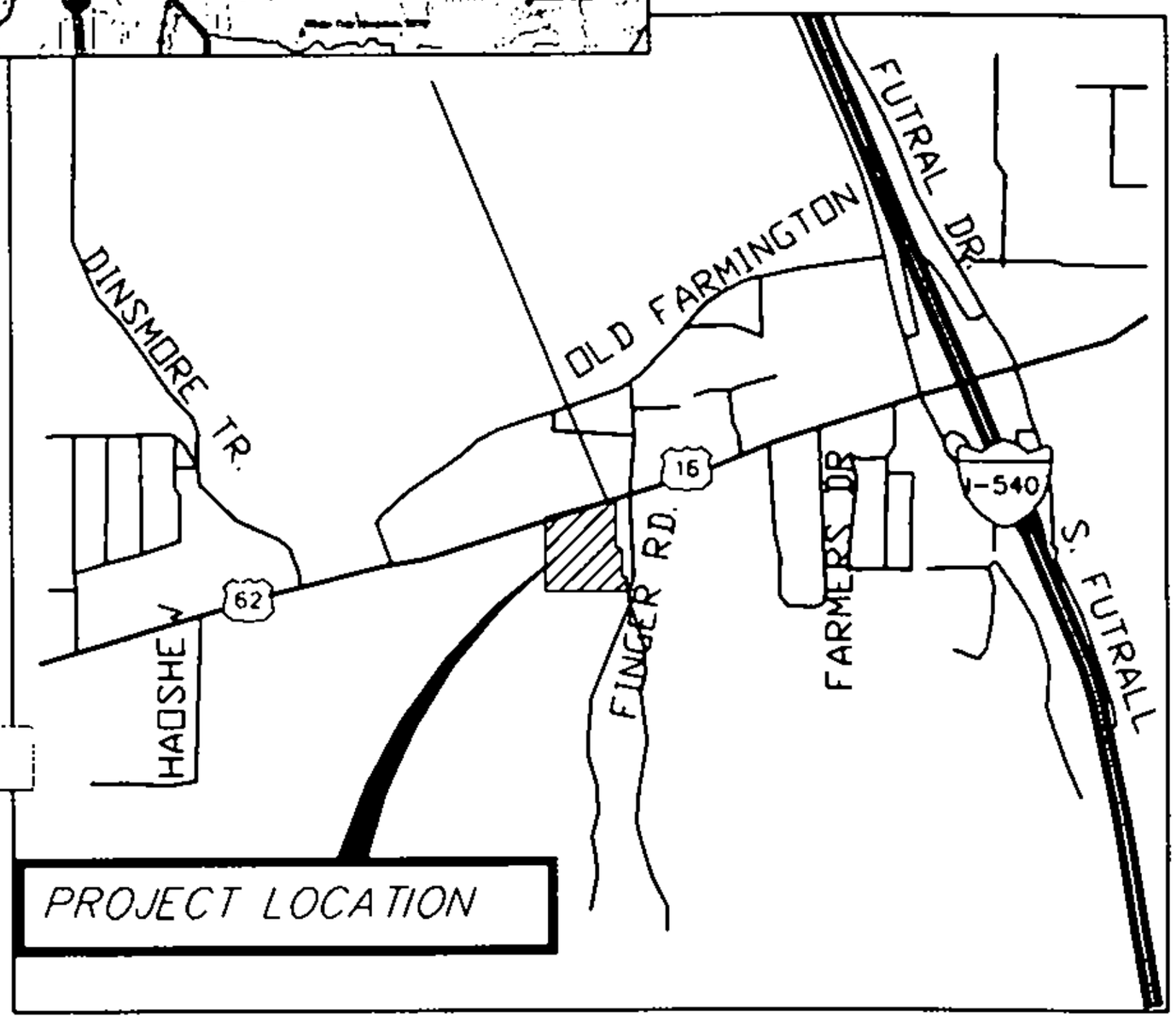


Figure 2 – Site Location Map

Access to the site, as shown on the site plan, is proposed from three access drives. Two of the access drives (Access Drives A and B) are proposed to intersect Highway 62 on along the north edge of the site. Access Drives A and B are proposed to be constructed as three lane roadway sections. The other access drive (Access Drive C) is proposed to intersect Finger Road along the east edge of the site. Access Drive C is proposed to be constructed as a two-lane roadway section.

The site development plan calls for the construction of one major retail building, plus associated parking, landscaping and access drives and has provisions for a small retail center. The square footage of the retail building is 162,747 square feet and the small retail center is approximately 54,000 square feet and the one outlot is assumed to be constructed as an approximate 5,000 square-foot high turnover sit-down restaraunt. The site, including the small retail center and outlot will cover approximately 22 acres. The site plan shows the proposed Lowe's building location, small retail center, outlot, development by others (Superior Federal Bank) and the approximate location of proposed access drives, parking and other proposed facilities.

STREET SYSTEM

Highway 62 is 55 feet wide consisting of two 11-foot eastbound lanes, two 11-foot westbound lanes and an 11-foot bi-directional center left-turn lane. Highway 62 is asphalt and constructed with curbs and gutters and has sidewalks east of Finger Road.

Finger Road at Highway 62 south to the existing Wal-Mart access drive, is 33 feet wide consisting of three lanes. Finger Road is constructed with curbs and gutters and has sidewalks along the east side of the road.

One Mile Road is the north leg of the Highway 62 and Finger Road intersection and is 18 feet wide consisting of two lanes. One Mile Road is asphalt and constructed with shoulders and drainage ditches and has no sidewalks.

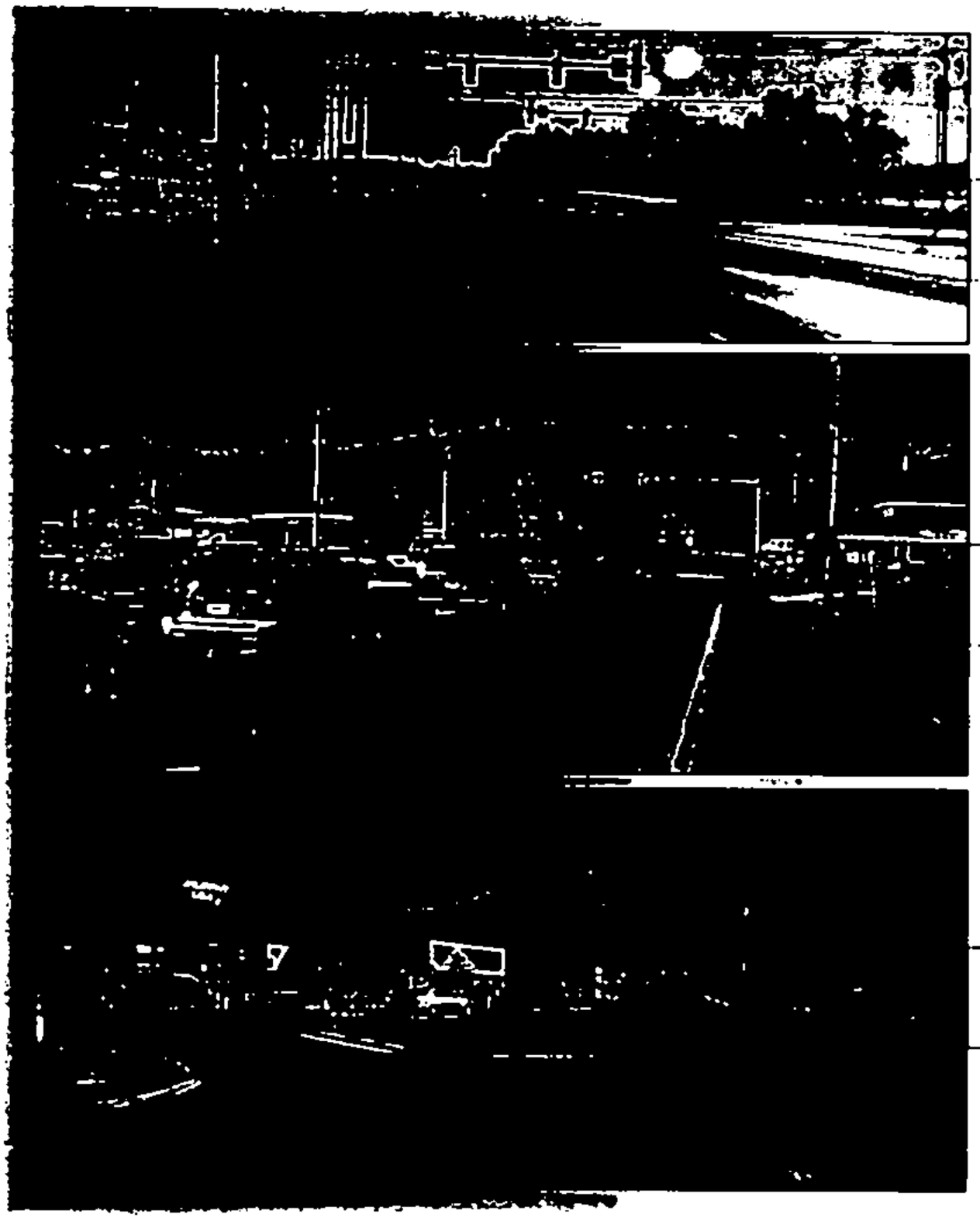
There is one existing traffic signal located in the immediate vicinity of the site. The intersection of Highway 62 and Finger Road, at the northeast corner of the site, is signalized. This is on the west side of the existing Wal-Mart Supercenter and on the east side of the site. This traffic signal is a five-phase signal operation with signal indications mounted on mast arms. The controller location is on the southeast corner.

SURROUNDING LAND USES

The land surrounding the site consists of a variety of commercial and residential uses. Recently a Superior Federal Bank was developed on the southwest corner of Highway 62 and Finger Road (northeast corner of the site). Directly east of the site is an existing Wal-Mart Supercenter and several other retail uses including a Murphy Oil Gas Station. There is an E-Z Mart on the northeast corner of Highway 62 and One-Mile Road (north leg of the Highway 62 and Finger Road intersection), and a liquor store east of that. Highway 62, east of the site is developed with a variety of commercial uses. On the northwest corner of Highway 62 and One Mile Road is a fence and supply store. West and south of the site is mostly developed with a few residential tracts.

The photos below show the general layout of Highway 62, Finger Road, One Mile Road and surrounding land uses in the vicinity of the site. These were taken at locations as indicated in the photo captions.

Looking west on Highway 62
toward Finger Road/One Mile Road.



Looking east on Highway 62 toward Finger Road/One Mile Road.

Looking north on Finger Road toward Highway 62.

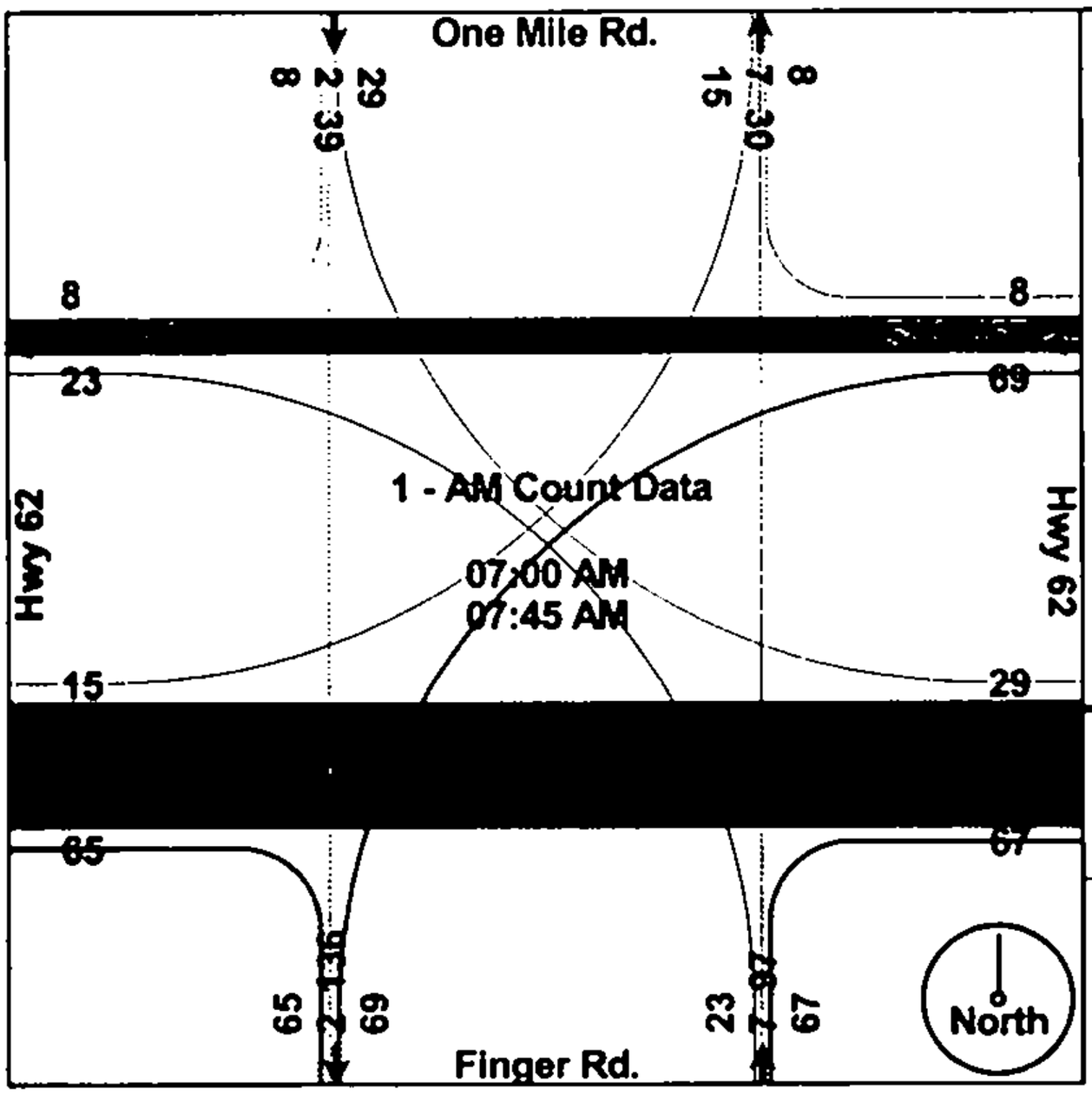
Looking south on Finger Road from Highway 62.

EXISTING TRAFFIC CONDITIONS

Arkansas State Highway and Transportation Department (AHTD) 2001 annual average daily traffic counts for Highway 62 in the vicinity of the site were researched and depict a two-way volume of approximately 22,000 vehicles per day.

Traffic count data collected as a part of this study includes AM and PM peak hour vehicle turning movement counts at the intersection of Highway 62 and Finger Road.

The AM and PM peak hour turning movement count data at this intersection are shown in the following peak hours turning movement charts are presented in more detail in the Appendix of this report.



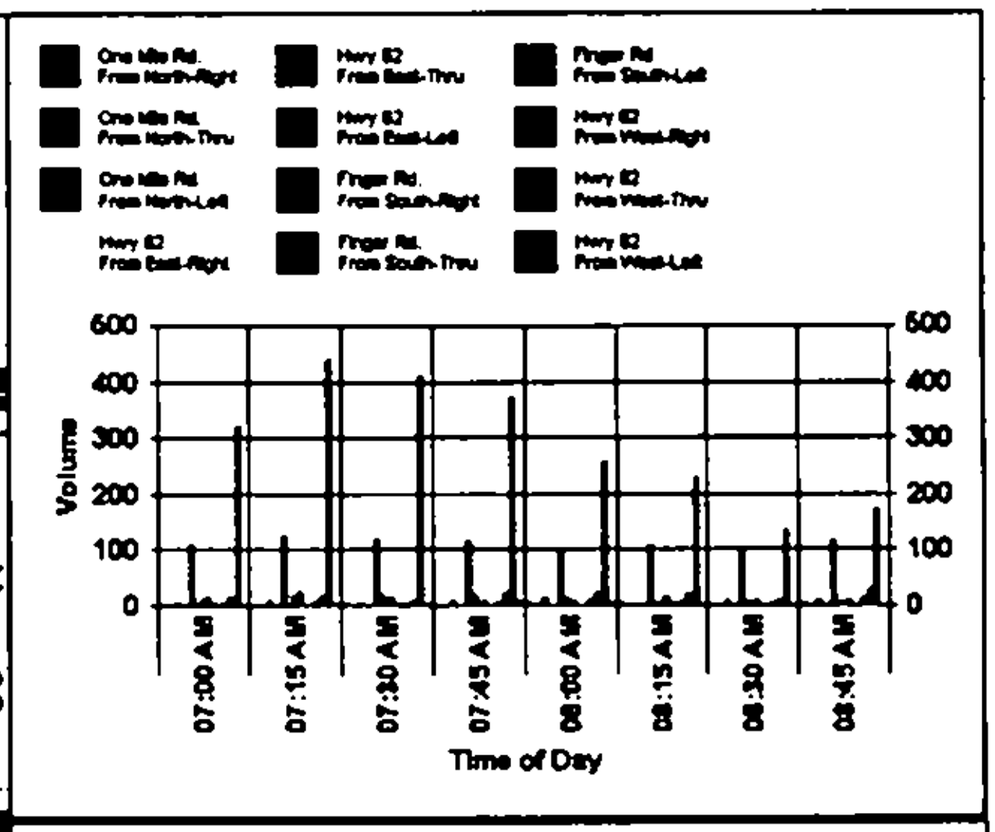
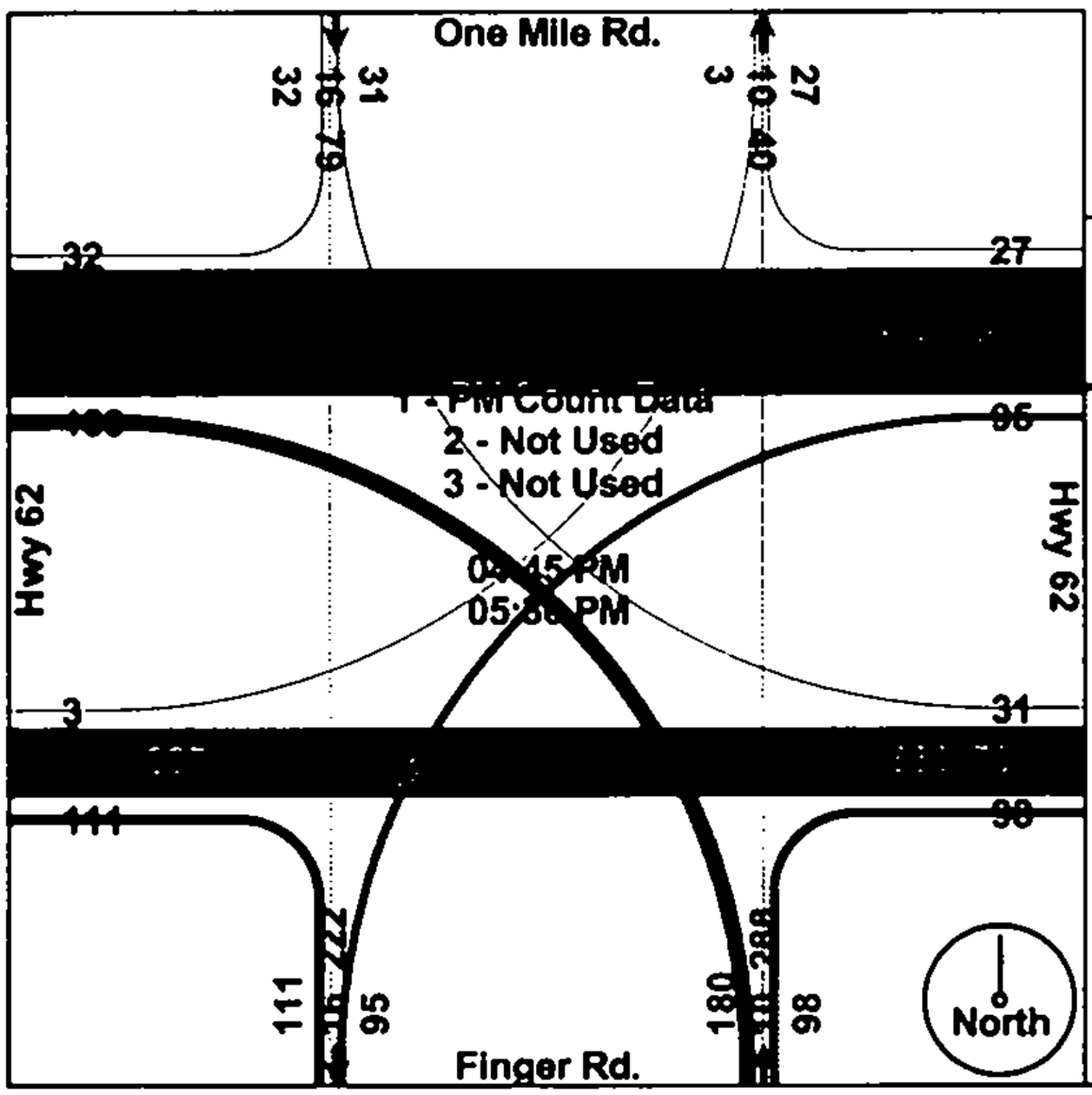


Chart 1
AM Peak Hours Turning Movement Count Data
Highway 62 and Finger Road/One Mile Road



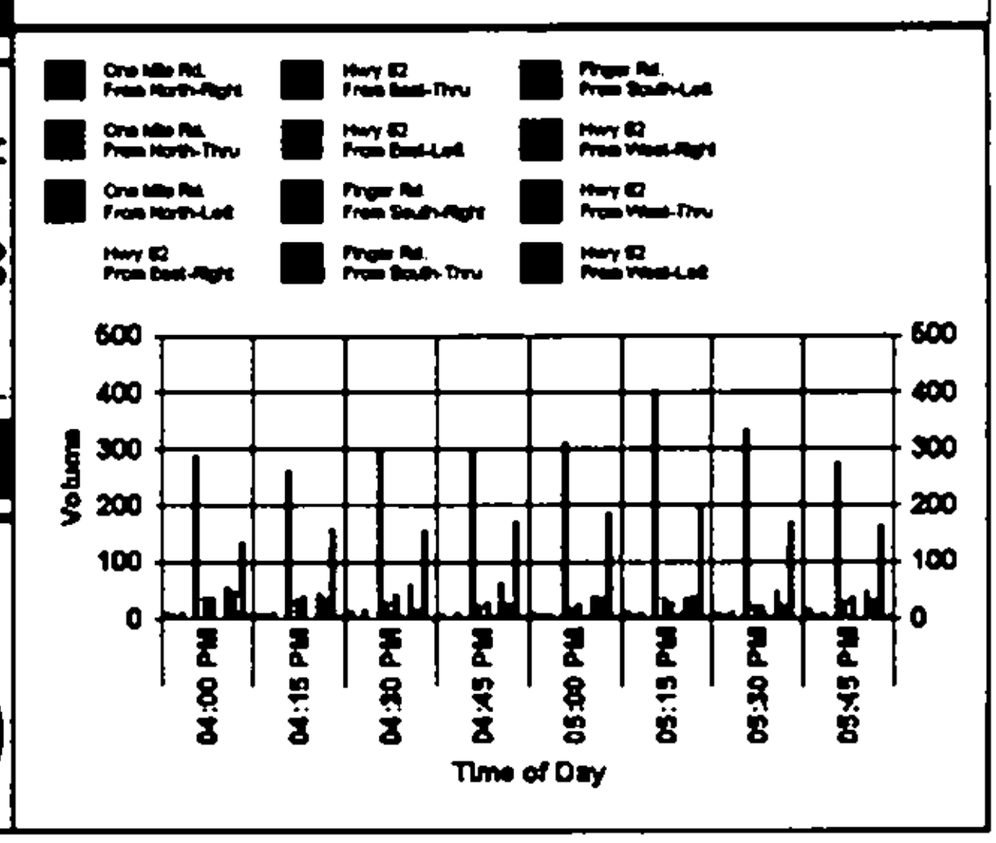


Chart 2
PM Peak Hours Turning Movement Count Data
Highway 62 and Finger Road/One Mile Road

AM and PM peak hour vehicle turning movement counts made as a part of this study are shown on Figure 3, "Existing Traffic Volumes." AM and PM peak hour vehicle turning movement count data are shown in more detail in the Appendix of this report.

TRIP GENERATION and SITE TRAFFIC PROJECTIONS

The Trip Generation, an Informational Report, 1998, published by the Institute of Transportation Engineers (ITE) and The Trip Generation Software (Version 4 by Microtrans), were utilized in calculating the magnitude of traffic volumes expected to be generated by the proposed retail commercial land use of this development. These are reliable sources for this information and are universally used in the traffic engineering profession.

Using the selected trip generation rates, calculations were made as a part of this study to provide a reliable estimate of traffic volumes that can be expected to be associated with the development as proposed. Applying the appropriate trip generation rates to the land use proposed for the development makes these calculations. Results of this calculation are summarized on Table 1, "Trip Generation Summary."

PROPOSED LAND USE	APPROXIMATE SIZE	ITE CODE	24-HOUR TWO-WAY WEEKDAY VOLUME	PM PEAK HOUR VOLUME ENTER	PM PEAK HOUR VOLUME EXIT
Lowe's Home Improvement	162,747 Sq. Ft.	862	5,704	220	247
Retail Shopping Center*	54,000 Sq. Ft.	820	1,854	78	84
Assumed Sit-Down Restaurant*	5,000 Sq. Ft.	832	522	26	18
Bank (Developed by others)*	3,500 Sq. Ft.	912	742	77	77
		TOTALS:	**8,822**	**401**	**426**
				TOTAL ENTERING + EXITING	**827**

These volumes adjusted to reflect 20% internal capture

Table 1 – Trip Generation Summary

These calculations indicate that approximately 8,822 vehicle trips (combined in and out) per average weekday are projected to be generated by the proposed retail and commercial land uses on this site. Of this total, approximately 827 vehicle trips are estimated during the worst-case traffic conditions of the adjacent street PM peak hour. This data includes the Superior Federal Bank tract recently developed by others. The data for the small retail center, the outlot and the bank (developed by others) have been adjusted for "internal trip capture" (i.e. multi-purpose trips within the site as opposed to new trips for each site land use).

These data have also been adjusted for "pass-by" trips (i.e. that portion of the site destined traffic likely to come from the existing adjacent street traffic stream).

Retail commercial traffic, as will be associated with this site, ordinarily does not contribute significantly to the adjacent street traffic conditions during the on street AM peak traffic period, but does during the PM peak traffic hour. Accordingly, the PM peak traffic period of the adjacent streets become the worst hour traffic condition for the immediate vicinity of the site and is the traffic operating condition which has warranted primary traffic analysis as a part of this study.

TRAFFIC VOLUME ASSIGNMENTS

Once projected traffic was estimated for the site, directional distributions were made to reflect the percent of left and right turns entering and exiting the site at adjacent streets and the proposed access drives. Directional distribution percentages used in this report are shown on Figure 4, "Directional Distribution - Site Traffic."

The directional distribution percentages for site traffic have been equated to percentage turns for each movement. These values are shown on:

- Figure 5, "Entering Traffic Percentage Turns"
- Figure 6, "Exiting Traffic Percentage Turns."

The projected traffic volumes shown on Figure 7, "Site Generated Traffic Volumes - PM Peak Hour," result from applying the percentages shown on Figures 5 and 6 to the projected site generated traffic summarized on Table 1, "Trip Generation Summary."

Values shown on Figure 3, "Existing Traffic Volumes," in addition to the site development projected traffic volumes for the PM peak hour shown on Figure 7 are the values used in traffic volume assignments and capacity and level of service calculations conducted as a part of this study. The effect of existing background traffic (i.e. the adjacent street non-site traffic which exists) has thus been accounted for in this analysis. The site generated traffic volumes, shown on Figure 7, and existing background traffic volumes have been combined and the results are depicted on Figure 8, "Site Generated Traffic Plus Existing Traffic Volumes - PM Peak Hour."

CAPACITY and LEVEL OF SERVICE

Generally, the "capacity" of a street is a measure of its ability to accommodate a certain magnitude of moving vehicles. It is a rate as opposed to a quantity, measured in terms of vehicles per hour. More specifically, street capacity refers to the maximum number of vehicles that a street element (e.g. an intersection) can be expected to accommodate in a given time period under the prevailing roadway and traffic conditions.

Level of Service (LOS) ordinarily has a letter designation relative to the various operating characteristics, ranging from "A" as the highest quality to "F" representing considerable delay. The various Levels of Service are generally described as follows:

LOS	SIGNALIZED INTERSECTIONS	
	Avg. Total Delay (sec./veh.)	Description
A	≤10	This LOS is a free flow condition, with vehicles acting nearly independently to one another. There is little or no delay.
B	>10 and ≤20	This LOS is slightly restrictive condition with short traffic delays. The presense of other vehicles is noticable by the driver.
C	>20 and ≤35	This LOS is the design level that engineers strive for during the service life of the facility. LOS C results from an average delay. The traffic flow is stable, but more restrictive.
D	>35 and ≤55	This LOS is noticeably more restrictive, and there are long traffic delays. This LOS results in poor driver comfort and in greater accident probabilities.
E	>55 and ≤80	At this LOS, the intersection is operating at capacity with little or no gaps. There are very long traffic delays and unstable intersection operation.
F	>80	At this LOS, there are more vehicles arriving at the approach than can be discharged. Extreme delays will be encountered.

LOS values that are reported for signalized intersections are based on overall control delay for the intersection.

LOS	UNSIGNALIZED INTERSECTIONS	
	Avg. Total Delay (sec./veh.)	Description
A	≤10	This LOS is a free flow condition, with vehicles acting nearly independently to one another. There is little or no delay.
B	>10 and <15	This LOS is slightly restrictive condition with short traffic delays. The presense of other vehicles is noticeable by the driver.
C	>15 and <25	This LOS is the design level that engineers strive for during the service life of the facility. LOS C results from an average delay. The traffic flow is stable, but more restrictive.
D	>25 and <35	This LOS is noticeably more restrictive, and there are long traffic delays. This LOS results in poor driver comfort and in greater accident probabilities.
E	>35 and <50	At this LOS, the intersection is operating at capacity with little or no gaps. There are very long traffic delays and unstable intersection operation.
F	>50	At this LOS, there are more vehicles arriving at the approach than can be discharged. Extreme delays will be encountered.

Traffic operational calculations were performed as a part of this study for traffic operating conditions of both existing and projected traffic. This analysis was performed using Synchro Version 5, 2000. This computer program has been proven to be reliable when used to analyze capacity and levels of traffic service under various operating conditions. Detailed calculations for all capacity calculations are included in the Appendix. The worst-case condition of adjacent street PM peak traffic period was used for these calculations. Factors included in the analysis are as follows:

- Existing traffic patterns.
- Directional distribution of projected traffic volumes.
- Existing and proposed intersection geometry (including elements such as turn lanes, curb radii, etc.).
- Existing background traffic volumes and projected site generated volumes.
- Existing and proposed traffic control.

EXISTING TRAFFIC CONDITIONS	Traffic Control			WB LT	WB TH	WB RT			Overall Intersection
INTERSECTION	PM PEAK HOUR - LEVEL OF SERVICE								
Highway 62 and Finger Road/One Mile Road	SIGNAL	A	B	A	B	C	B	B	B

Table 2 - Level of Service Summary – Existing Traffic Conditions

CAPACITY ANALYSIS

Results and Level of Service Analysis -
Existing Traffic Conditions

Capacity and level of service analysis were performed for existing traffic conditions for the worst-case adjacent street PM peak hour for the intersection of Highway 62 and Finger Road/One Mile Road.

As indicated in Table 2, "Level of Service Summary-Existing Conditions," all existing movements for existing traffic conditions presently operate at what calculates as an acceptable LOS "C" or better for the PM peak hour.

Traffic volumes used for this analysis are shown on Figure 3, "Existing Traffic Volumes."

Results and Level of Service Analysis -
Projected Traffic Conditions

Level of service analysis was performed for the projected traffic conditions. This analysis was performed for the following intersections:

- Highway 62 and Finger Road/One Mile Road
- Highway 62 and Access Drive A
- Highway 62 and Access Drive B
- Finger Road and Access Drive C / Wal-Mart Access Drive.

This analysis was performed for the PM peak hour projected traffic. Traffic volumes used for the projected traffic conditions are shown on Figure 8, "Site Gener-

PROJECTED TRAFFIC CONDITIONS INTERSECTION	Traffic Control			WB LT	WB TH	WB RT				Overall Intersection
	PM PEAK HOUR - LEVEL OF SERVICE									
Highway 62 and Finger Road/One Mile Road	SIGNAL	B	B	B	B		C	C	C	B
Highway 62 and Access Drive A	SIGN		A	B	A		F	B		n/a
Highway 62 and Access Drive B	SIGN		A	B	A		F	B		n/a
Highway 62 and Access Drive B	SIGNAL		A	A	A		D	D		A
Finger Road and Access Drive C/Wal-Mart Access Drive	SIGN	C		B	A		A	A	A	n/a

Table 3 - Level of Service Summary – Projected Traffic Conditions

ated and Existing Traffic Volumes - PM Peak Hour." The operating conditions projected to exist at these intersections are summarized in Table 3, "Level of Service Summary - Projected Traffic Conditions." As indicated in Table 3, the only movements with capacity and LOS results demonstrating considerable traffic delays (LOS "F") for the worst-case PM peak hour are the following:

- Northbound left-turn movement exiting the site on Access Drive A at Highway 62 with "Stop" sign control.

- Northbound left-turn movement exiting the site on Access Drive B at Highway 62 with "Stop" sign control. This movement improves to LOS "D" with signal control.

All of the other movements are projected to operate at what calculates as an acceptable LOS "D" or better for the worst-case PM peak hour with projected traffic conditions.

Although there is a failed (LOS "F") movement for projected conditions for the northbound left-turn movement exiting the site on Access Drive A at Highway 62, volumes experiencing excessive delay are low and may divert to the proposed signalized intersection of Highway 62 and Access Drive B or the existing signalized intersection of Highway 62 and Finger Road/One Mile Road.

TRAFFIC SIGNAL WARRANTS ANALYSIS

In evaluating the need for a traffic signal, certain established warrants must be examined by a comprehensive investigation of traffic conditions and physical characteristics of the location. The decision to install a traffic signal at a particular location must be evaluated quantitatively relative to these warrants. Satisfaction of conditions for only one of the warrants, as specified, is required for signalization. These warrants, as specified in the Manual on Uniform Traffic Control Devices (MUTCD), are described in detail in the appendix of this report. They are summarized as follows:

- **Warrant One: Eight-Hour Vehicular Volume**
- **Warrant Two: Four-Hour Vehicular Volume**
- **Warrant Three: Peak Hour**
- **Warrant Four: Pedestrian Volume**
- **Warrant Five: School Crossing**
- **Warrant Six: Coordinated Signal System**
- **Warrant Seven: Crash Experience**
- **Warrant Eight: Roadway Network**

SIGNAL WARRANTS RESULTS

Traffic signal warrants analysis was made for existing plus projected volumes for the intersection of Highway 62 and Access Drive B.

It was found that traffic signal warrants are projected to be met for the intersection of Highway 62 and Access Drive B at full development of the Lowe's site.

Volumes are projected to be sufficient at the intersection of Highway 62 and Access Drive B to satisfy Warrants 1B, 2 and 3. Traffic signal control would be appropriate for the intersection at full build-out of the site. The northbound left-turn movement exiting the site on Access Drive B at Highway 62 is projected to operate at LOS "F" in the PM peak hour projected traffic conditions under "Stop" sign control, and an will operate at an im-

proved LOS "D" in the PM peak hour projected traffic conditions under signal control. The traffic signal warrants analysis results for the intersection of Highway 62 and Access Drive B are summarized in Table 4, "Projected Traffic Conditions - Traffic Signal Warrants Results - Highway 62 and Access Drive B."

FINAL RESULTS: Traffic Signal Warrants Analysis
Projected Conditions

Hour warrant was met

Major St: Hwy 62
Minor St: Access Dr. B (West Drive

			VOLUME		COMB.			4 Hr.	Peak
			420	630	336		504		
			105	52	84		41		
	SUM	MAX.			#8-1		#8-2		
HOUR	MAJOR	MINOR	1A	1B		1AB		2	3
7:00	2212	30	0	0	0	0	0	0	0
8:00	1502	49	0	0	0	0	1	0	0
9:00	1125	62	0	1	0	0	1	1	0
10:00	1333	97	0	1	1	1	1	1	1
11:00	1535	110	1	1	1	1	1	1	1
12:00	1832	115	1	1	1	1	1	1	1
13:00	1701	104	0	1	1	1	1	1	1
14:00	1624	146	1	1	1	1	1	1	1
15:00	1580	145	1	1	1	1	1	1	1
16:00	2324	78	0	1	0	0	1	1	1
17:00	2523	51	0	0	0	0	1	0	0
18:00	1440	58	0	1	0	0	1	0	0
19:00	1098	46	0	0	0	0	1	0	0
20:00	776	26	0	0	0	0	0	0	0
21:00	570	16	0	0	0	0	0	0	0
			4	9		6		8	7

This intersection SATISFIES the warrants for signalization as outlined in the "M.U.T.C.D."

Table 4
Projected Traffic Conditions
Traffic Signal Warrants Results
Highway 62 and Access Drive B

FINDINGS AND RECOMMENDATIONS

This study has examined the traffic operations in the vicinity of the proposed Lowe's Home Improvement Warehouse site in Fayetteville, Arkansas. A number of conditions existing and projected at full development of this site, physical factors relating to the adjacent street, and traffic control were considered in evaluating the traffic operations which exist and which are projected in the vicinity of the site. These conditions have included:

- Existing traffic volumes on the adjacent streets.
- The character and magnitude of the development proposed for the site.
- Site plan layout.
- The existing and proposed roadway geometry of the adjacent streets and the access drives.
- Projected "vehicle trips" or traffic volumes estimated to be generated by the proposed development.
- Traffic control needs of site and non-site traffic.

Findings of this study are summarized as follows:

- AHTD 2001 annual average daily traffic counts for Highway 62 in the vicinity of the site were researched and depicts a two-way volume of approximately 22,000 vehicles per day.

- Traffic volumes projected to be generated by the site (including the bank currently being developed by others) are approximately 8,822 vehicle trips (combined in and out) per average weekday. The data for the small retail center, one outlot and the recently developed bank (developed by others) have been adjusted for "internal trip capture" (i.e. multi-purpose trips within the site as opposed to new trips for each site land use).

- The PM peak hour of the adjacent street (4:45 PM – 5:45 PM) has been determined to be the worst-case traffic condition in the vicinity. It is estimated that approximately 827 additional vehicle trips will seek ingress and egress at the site during this adjacent street

PM peak hour (including the recently opened bank developed by others). The data for the small retail center, the one outlot and the bank (developed by others) have been adjusted for "internal trip capture" (i.e. multi-purpose trips within the site as opposed to new trips for each site land use).

- The internal circulation within the site should function well.

- The three access drives proposed to serve this site are well designed and should serve the ingress and egress needs of the site well with the herein recommendations.

- Analysis for existing traffic conditions and projected traffic conditions were conducted. The only movements with capacity and LOS results demonstrating considerable traffic delays (LOS "F") for the worst-case PM peak hour are as follows:
  - Northbound left-turn movement exiting the site on Access Drive A at Highway 62 with "Stop" sign control for projected traffic conditions.
  - Northbound left-turn movement exiting the site on Access Drive B at Highway 62 with "Stop" sign control for projected traffic conditions. This movement improves to an acceptable LOS "D" with signal control.

- Although there is a failed (LOS "F") movement for projected conditions for the worst-case PM peak hour for the northbound left-turn movement exiting the site on Access Drive A at Highway 62, volumes experiencing excessive delay are low and may divert to the proposed signalized intersection of Highway 62 and Access Drive B or the existing signalized intersection of Highway 62 and Finger Road/One Mile Road.

- All of the other movements are projected to operate at what calculates as an acceptable LOS "C" or better for the worst-case PM peak hour with projected traffic conditions.

- It was found that traffic signal warrants are projected to be met for the intersection of Highway 62 and Access Drive B at full development of the Lowe's site.

- The recommended traffic signal control at the intersection of Highway 62 and Access Drive B would allow acceptable traffic operations and add safety and convenience for this intersection, as well as accommodate growth in the vicinity of the site.

- The signalized intersection of Highway 62 and Finger Road/One Mile Road has sufficient reserve capacity to accommodate the additional traffic volumes associated with the site development with no negative impact to the intersection. The intersection will continue to operate at overall LOS "B" for the worst-case PM peak hour.

- All of the existing roadway geometry and traffic control surrounding the site are adequate and there will be no significant impact to the surrounding intersections with the construction of this development as proposed.

Recommendations of this study are summarized as follows:

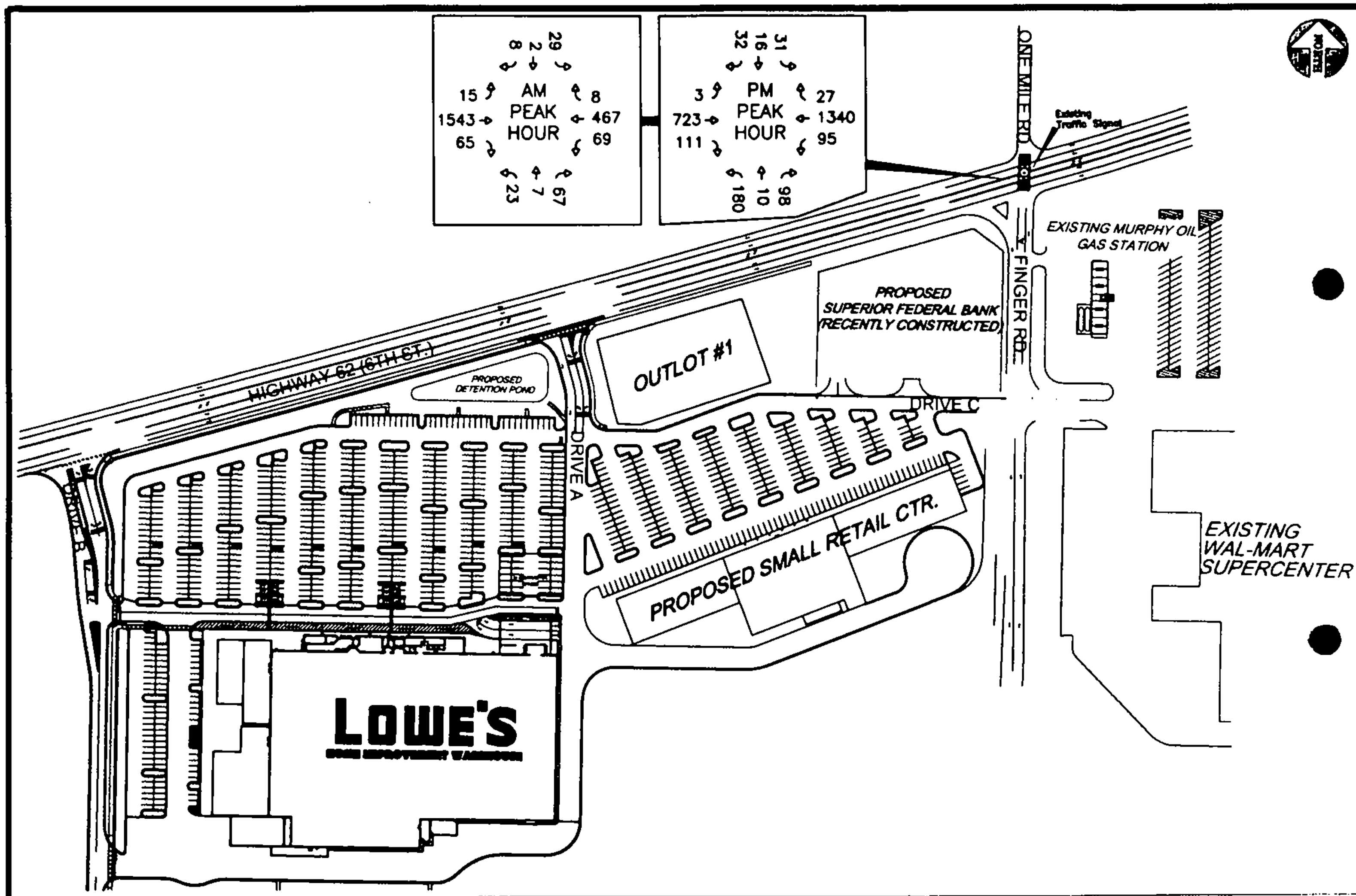
- It is recommended that a fully actuated traffic signal be installed at the intersection of Highway 62 and Access Drive B coincident with the site development.

- The recommended traffic signal at the intersection of Highway 62 and Drive B should have provisions to be coordinated with the existing City of Fayetteville closed loop traffic control system.

- Roadway improvements and traffic signal designs must conform to AHTD and City of Fayetteville standards and will require approval by AHTD and the City.

PETERS & ASSOCIATES
ENGINEERS, INC.

FIGURES



PROJECT No. P-873
DATE: 4-7-2003

PETERS & ASSOCIATES
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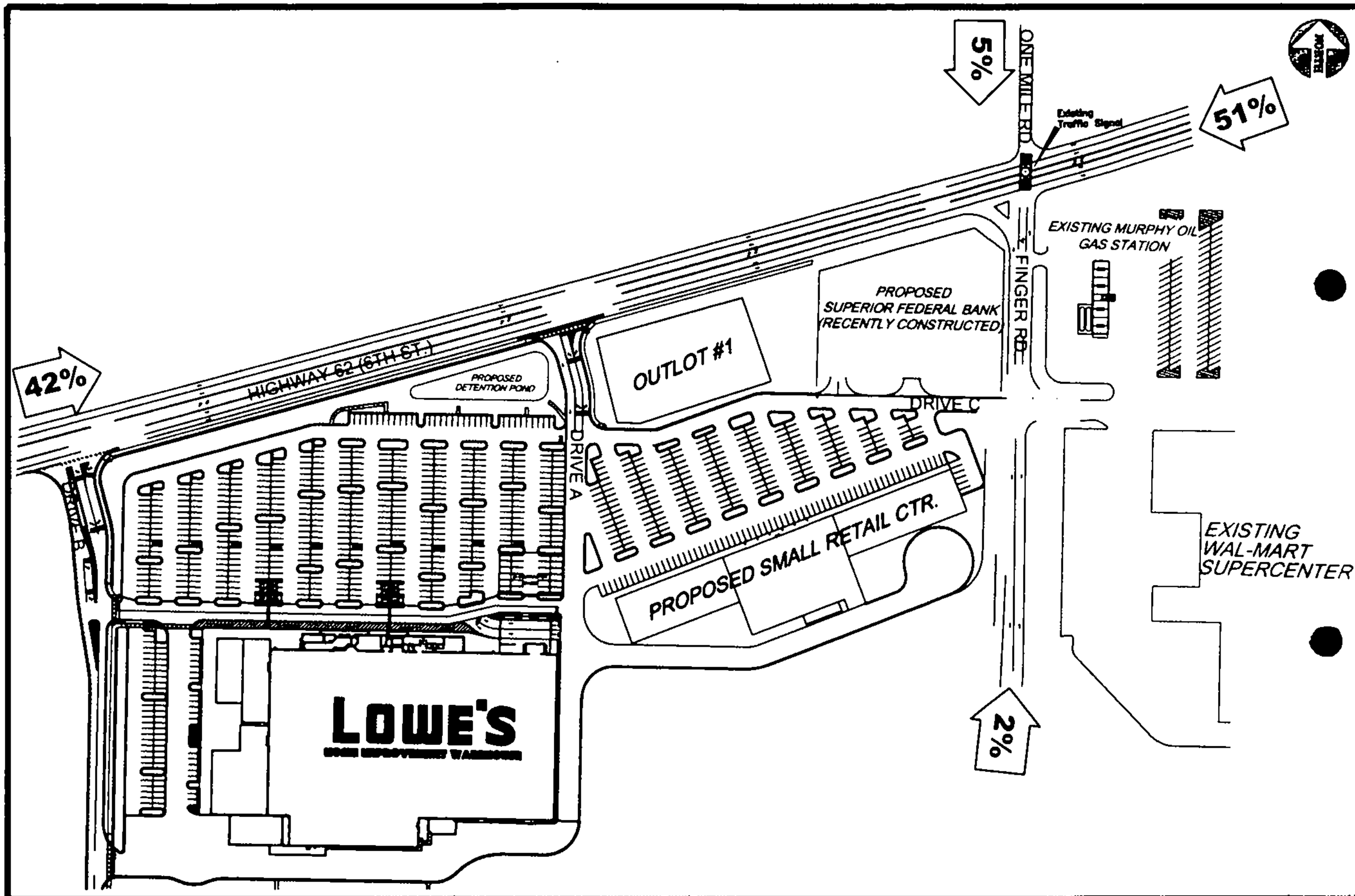
LOWE'S HOME IMPROVEMENT
HIGHWAY 62 AND FINGER ROAD
FAYETTEVILLE, ARKANSAS

EXISTING TRAFFIC VOLUMES

FIGURE No.
3



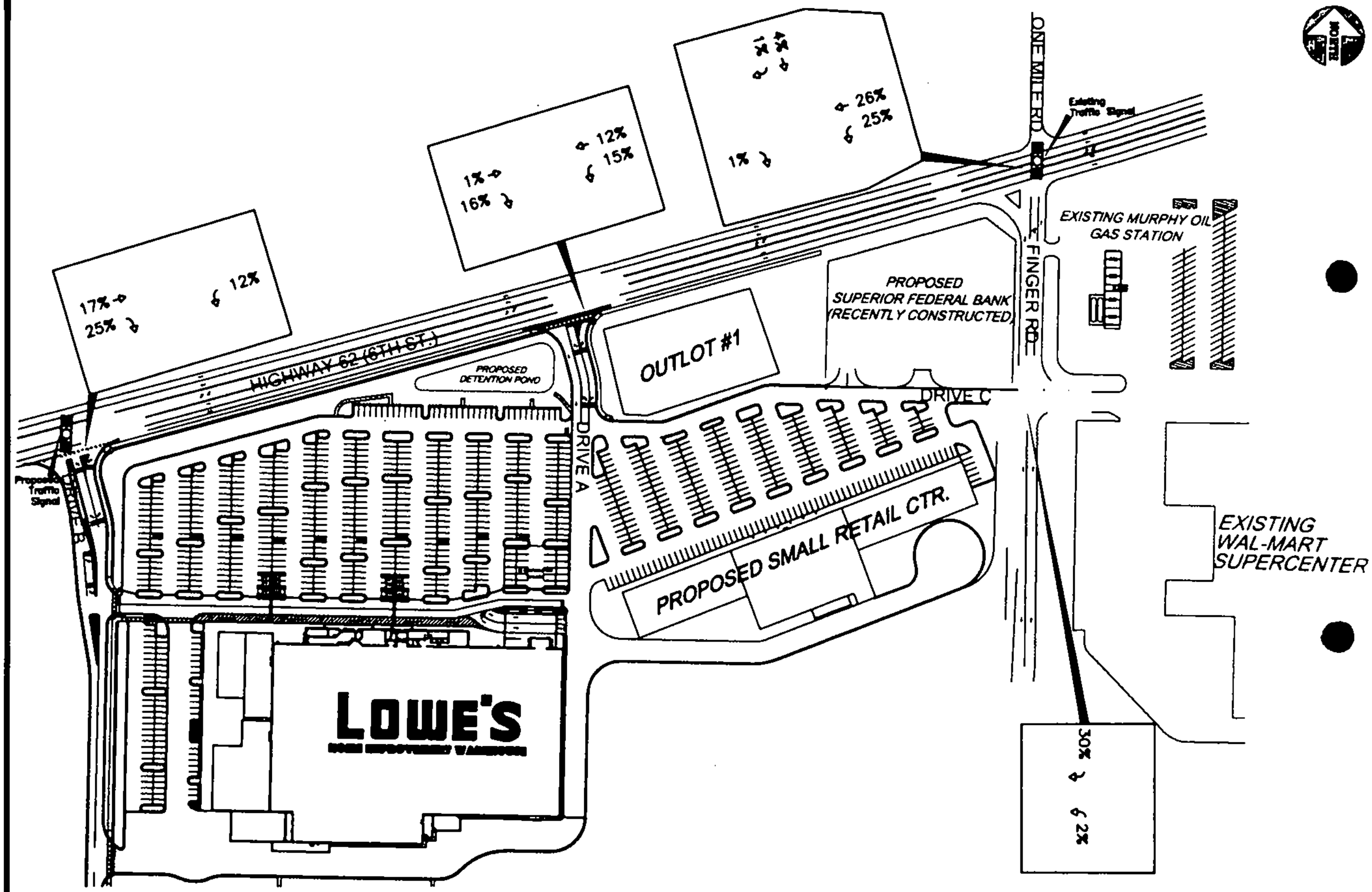
PROJECT No. P-873
DATE: 4-7-2003

PETERS & ASSOCIATES
ENGINEERS, INC.

LOWE'S HOME IMPROVEMENT
HIGHWAY 62 AND FINGER ROAD
FAYETTEVILLE, ARKANSAS

DIRECTIONAL DISTRIBUTION
SITE TRAFFIC

FIGURE No.
4



PROJECT No. P-873
DATE: 4-7-2003

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LOWE'S HOME IMPROVEMENT
HIGHWAY 62 AND FINGER ROAD
FAYETTEVILLE, ARKANSAS

ENTERING TRAFFIC PERCENTAGE TURNS

FIGURE No.
5

NORTH

ONE MILE RD

Existing Traffic Signal

1% ↗
40% ↗

↗ 11%
↗ 4%
↗ 10%

12% ↗

↗ 10%

↗ 6%

↗ 29%

↗ 16%

↗ 26%

↗ 12%

HIGHWAY 62 (6TH ST.)

EXISTING MURPHY OIL GAS STATION

FINGER RD.

PROPOSED SUPERIOR FEDERAL BANK (RECENTLY CONSTRUCTED)

OUTLOT #1

PROPOSED DETENTION POND

DRIVE C

DRIVE A

PROPOSED SMALL RETAIL CTR.

EXISTING WAL-MART SUPERCENTER

Proposed Traffic Signal

LOWE'S

25% ↗

2% ↘

PROJECT No. P-873
DATE: 4-7-2003

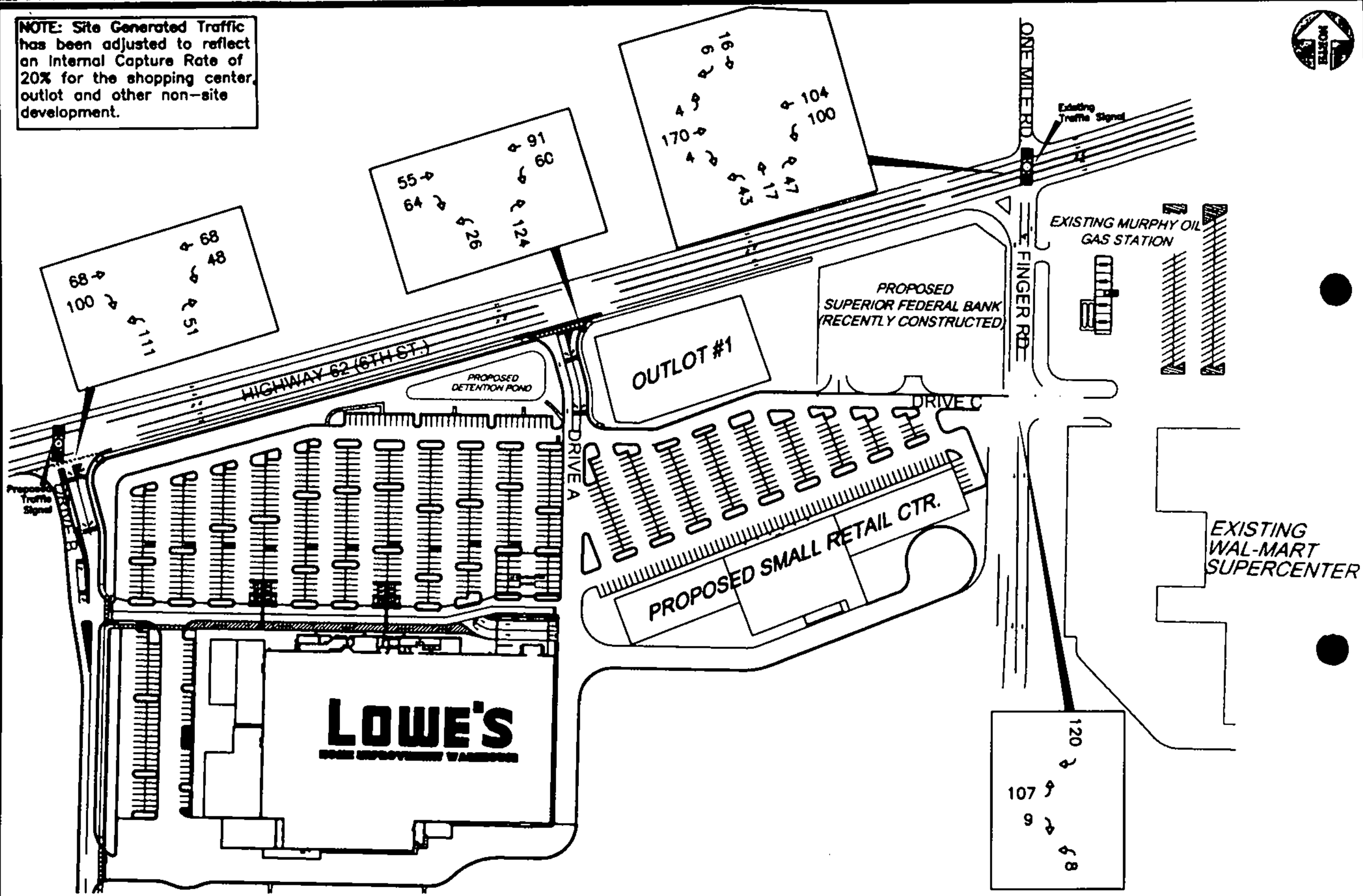
PETERS & ASSOCIATES
ENGINEERS, INC.

LOWE'S HOME IMPROVEMENT
HIGHWAY 62 AND FINGER ROAD
FAYETTEVILLE, ARKANSAS

EXITING TRAFFIC
PERCENTAGE TURNS

FIGURE No.
6

NOTE: Site Generated Traffic has been adjusted to reflect an Internal Capture Rate of 20% for the shopping center, outlot and other non-site development.



PROJECT No. P-873
DATE: 4-7-2003

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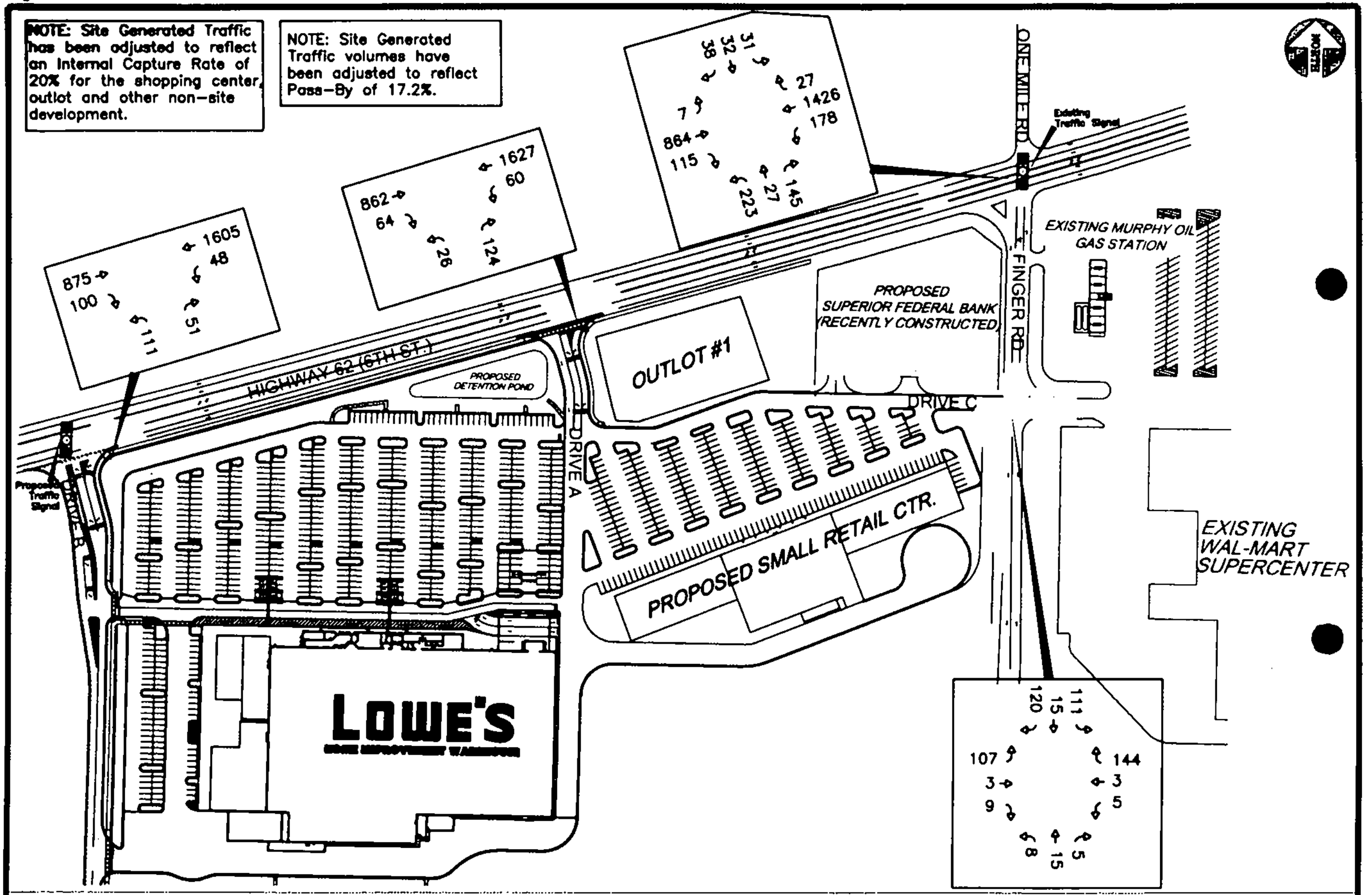
LOWE'S HOME IMPROVEMENT
HIGHWAY 62 AND FINGER ROAD
FAYETTEVILLE, ARKANSAS

SITE GENERATED
TRAFFIC VOLUMES
PM PEAK HOUR

FIGURE No.
7

NOTE: Site Generated Traffic has been adjusted to reflect an Internal Capture Rate of 20% for the shopping center, outlot and other non-site development.

NOTE: Site Generated Traffic volumes have been adjusted to reflect Pass-By of 17.2%.



PROJECT No. P-873
DATE: 4-7-2003

PETERS & ASSOCIATES
ENGINEERS, INC.

LOWE'S HOME IMPROVEMENT
HIGHWAY 62 AND FINGER ROAD
FAYETTEVILLE, ARKANSAS

SITE GENERATED PLUS
EXISTING TRAFFIC VOLUMES
PM PEAK HOUR

FIGURE No.
8

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APPENDIX

PETERS & ASSOCIATES
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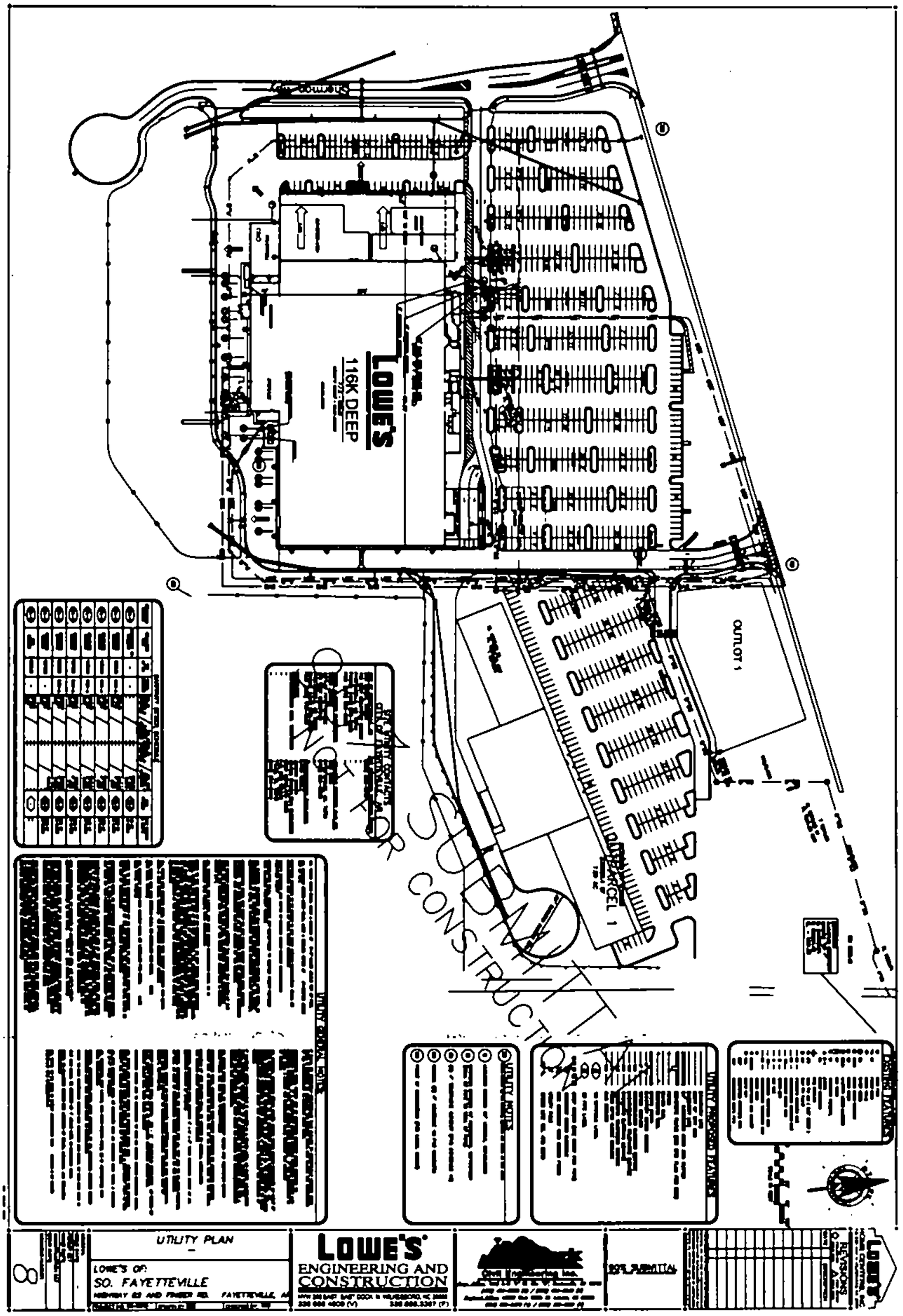
Site Plan


LOWE'S
116K DEEP
OUTLOT 1
PARCEL 1
UTILITY PLAN
LOWE'S OF:
SO. FAYETTEVILLE
LOWE'S
ENGINEERING AND
CONSTRUCTION

PETERS & ASSOCIATES
ENGINEERS, INC.

Trip Generation Data

Fayetteville, Arkansas
Lowe's Development

P873

PROPOSED LAND USE	APPROXIMATE SIZE	ITE CODE	24-HOUR TWO-WAY WEEKDAY VOLUME	PM PEAK HOUR VOLUME ENTER	PM PEAK HOUR VOLUME EXIT
Lowe's Home Improvement	162,747 Sq. Ft.	862	5,704	220	247
Retail Shopping Center*	54,000 Sq. Ft.	820	1,854	78	84
Assumed Sit-Down Restaurant*	5,000 Sq. Ft.	832	522	26	18
Bank (Developed by others)*	3,500 Sq. Ft.	912	742	77	77
		TOTALS:	**8,822**	**401**	**426**
				TOTAL ENTERING + EXITING	**827**

**These volumes adjusted to reflect 20% internal capture*

P873 - LOWES - FAYETTEVILLE AR - REVISED 4-7-2003
Summary of Multi-Use Trip Generation
Average Weekday Driveway Volumes
April 07, 2003

Land Use	Size	24 Hour Two-Way Volume	AM Pk Hour Enter	AM Pk Hour Exit	PM Pk Hour Enter	PM Pk Hour Exit
Home Improvement Superstore	162.747 Th.Gr.Sq.Ft.	5704	130	111	220	247
Shopping Center	54.0 T.G.L.A.	2318	34	22	97	105
High Turnover (Sit-Down) Restaurant	5.0 Th.Gr.Sq.Ft.	652	24	22	33	22
Drive-in Bank	3.5 Th.Gr.Sq.Ft.	928	25	19	96	96
Total		9602	213	174	446	470

Note: A zero indicates no data available.

TRIP GENERATION BY MICROTRANS

PETERS & ASSOCIATES
ENGINEERS, INC.

Vehicle Turning Movement Count Data

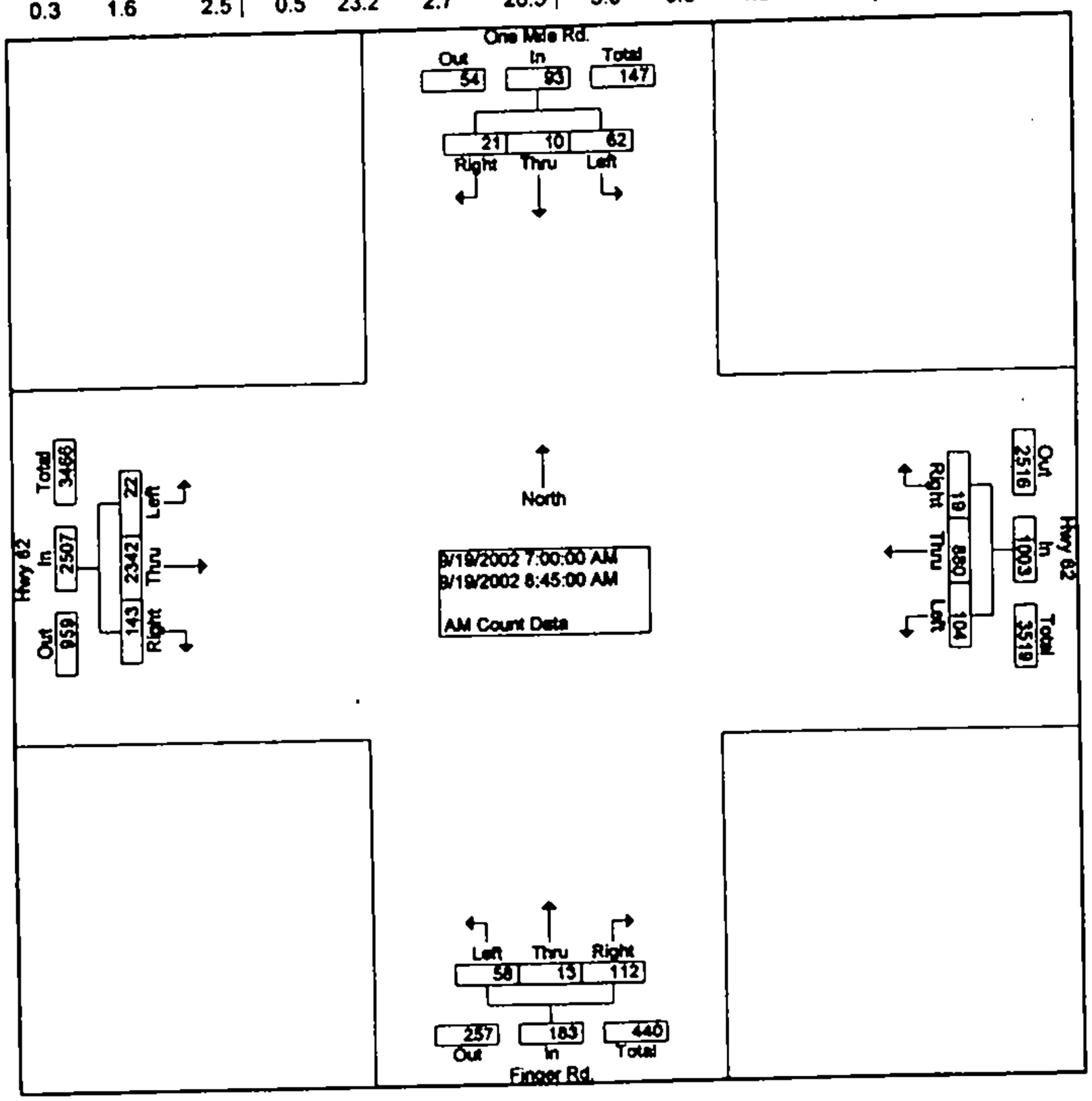
Peters & Associates Engineers, Inc.
Peak Hours Turning Movement Count Data

AM Turning Movement Count Data
Highway 62 and Finger Rd./One Mile Rd.
Fayetteville, AR
P873

File Name : AM_HWY~1
Site Code : 00000000
Start Date : 09/19/2002
Page No : 1

Groups Printed- AM Count Data

	One Mile Rd. From North				Hwy 62 From East				Finger Rd. From South				Hwy 62 From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		
07:00 AM	1	2	4	7	1	108	11	120	15	3	5	23	17	321	0	338	488
07:15 AM	2	0	11	13	1	125	18	144	25	0	7	32	15	439	4	458	647
07:30 AM	3	0	5	8	3	118	19	140	16	4	5	25	11	412	4	427	600
07:45 AM	2	0	9	11	3	116	21	140	11	0	6	17	22	371	7	400	568
Total	8	2	29	39	8	467	69	544	67	7	23	97	65	1543	15	1623	2303
08:00 AM	4	4	12	20	1	98	12	111	10	0	11	21	23	258	3	284	436
08:15 AM	4	2	2	8	4	107	7	118	15	3	7	25	18	229	0	247	398
08:30 AM	0	1	9	10	3	91	8	102	10	1	3	14	9	138	2	149	275
08:45 AM	5	1	10	16	3	117	8	128	10	2	14	26	28	174	2	204	374
Total	13	8	33	54	11	413	35	459	45	6	35	86	78	799	7	884	1483
Grand Total	21	10	62	93	19	880	104	1003	112	13	58	183	143	2342	22	2507	3786
Apprch %	22.6	10.8	66.7		1.9	87.7	10.4		61.2	7.1	31.7		5.7	93.4	0.9		
Total %	0.6	0.3	1.6	2.5	0.5	23.2	2.7	26.5	3.0	0.3	1.5	4.8	3.8	61.9	0.6	66.2	

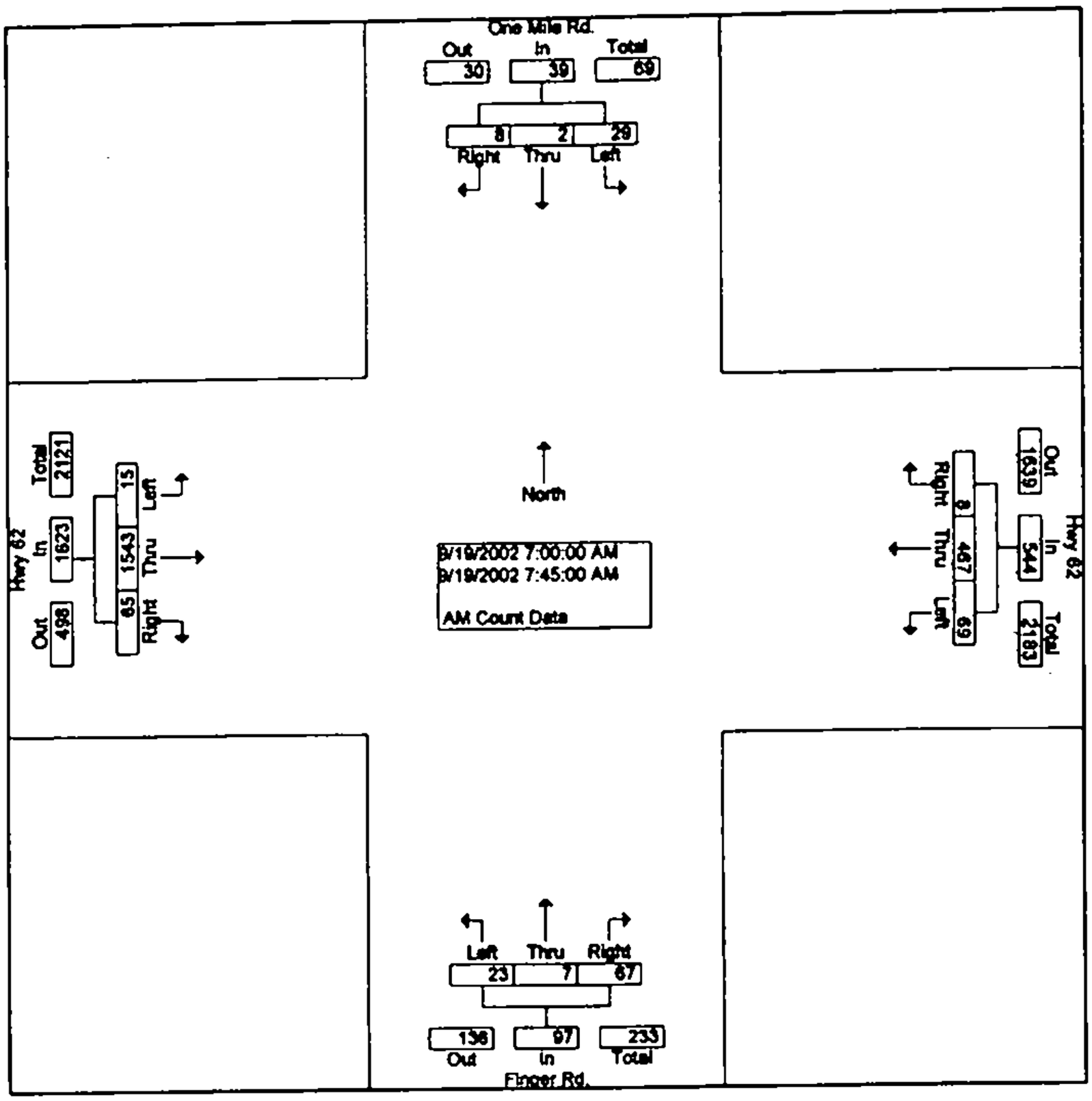


Peters & Associates Engineers, Inc.
Peak Hours Turning Movement Count Data

AM Turning Movement Count Data
Highway 62 and Finger Rd./One Mile Rd.
Fayetteville, AR
P873

File Name : AM_HWY~1
Site Code : 00000000
Start Date : 09/19/2002

	One Mile Rd. From North				Hwy 62 From East				Finger Rd. From South				Hwy 62 From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Intersection	07:00 AM																
Volume	8	2	29	39	8	467	69	544	67	7	23	97	65	1543	15	1623	2303
Percent	20.5	5.1	74.4		1.5	85.8	12.7		69.1	7.2	23.7		4.0	95.1	0.9		
07:15 Volume	2	0	11	13	1	125	18	144	25	0	7	32	15	439	4	458	647
Peak Factor																	0.890
High Int.	07:15 AM				07:15 AM				07:15 AM				07:15 AM				
Volume	2	0	11	13	1	125	18	144	25	0	7	32	15	439	4	458	
Peak Factor				0.750				0.944				0.758				0.886	



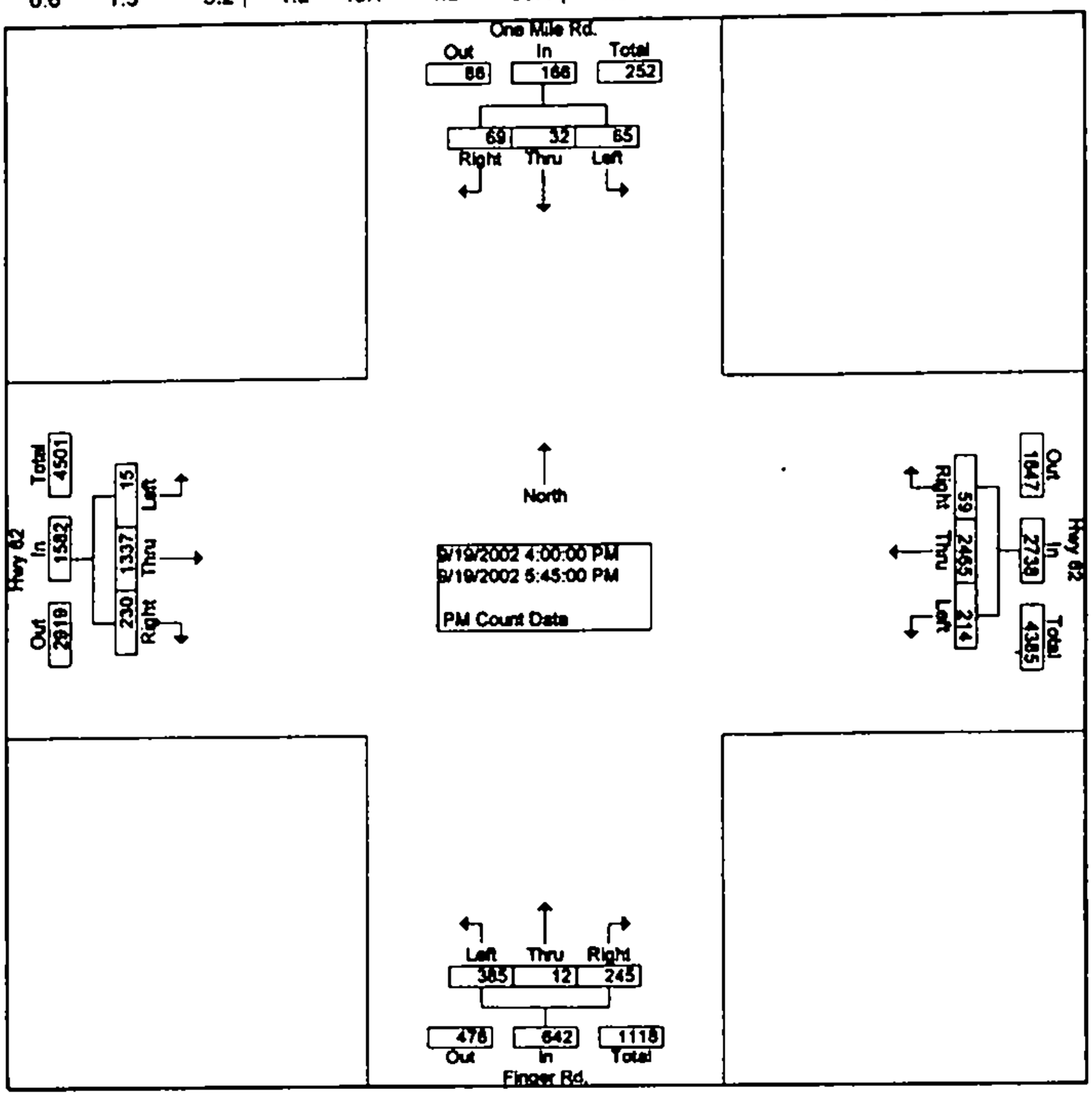
Peters & Associates Engineers, Inc.
Peak Hours Turning Movement Count Data

PM Turning Movement Count Data
Highway 62 and Finger Rd./One Mile Rd.
Fayetteville, AR
P873

File Name : PM_HWY~1
Site Code : 00000000
Start Date : 09/19/2002
Page No : 1

Groups Printed- PM Count Data

	One Mile Rd. From North				Hwy 62 From East				Finger Rd. From South				Hwy 62 From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		
04:00 PM	9	4	7	20	7	289	34	330	35	0	54	89	45	137	6	188	627
04:15 PM	4	6	8	18	8	261	31	300	37	0	44	81	31	158	1	190	589
04:30 PM	11	2	15	28	10	298	25	333	41	2	59	102	15	155	3	173	636
04:45 PM	6	3	8	17	9	296	22	327	27	1	61	89	23	172	1	196	629
Total	30	15	38	83	34	1144	112	1290	140	3	218	361	114	622	11	747	2481
05:00 PM	7	4	4	15	7	309	18	334	23	3	38	64	32	185	1	218	631
05:15 PM	12	5	9	26	6	403	34	443	27	5	33	65	36	194	1	231	765
05:30 PM	7	4	10	21	5	332	21	358	21	1	48	70	20	172	0	192	641
05:45 PM	13	4	4	21	7	277	29	313	34	0	48	82	28	164	2	194	610
Total	39	17	27	83	25	1321	102	1448	105	9	167	281	116	715	4	835	2647
Grand Total	69	32	65	166	59	2465	214	2738	245	12	385	642	230	1337	15	1582	5128
Apprch %	41.6	19.3	39.2		2.2	90.0	7.8		38.2	1.9	60.0		14.5	84.5	0.9		
Total %	1.3	0.6	1.3	3.2	1.2	48.1	4.2	53.4	4.8	0.2	7.5	12.5	4.5	26.1	0.3	30.9	

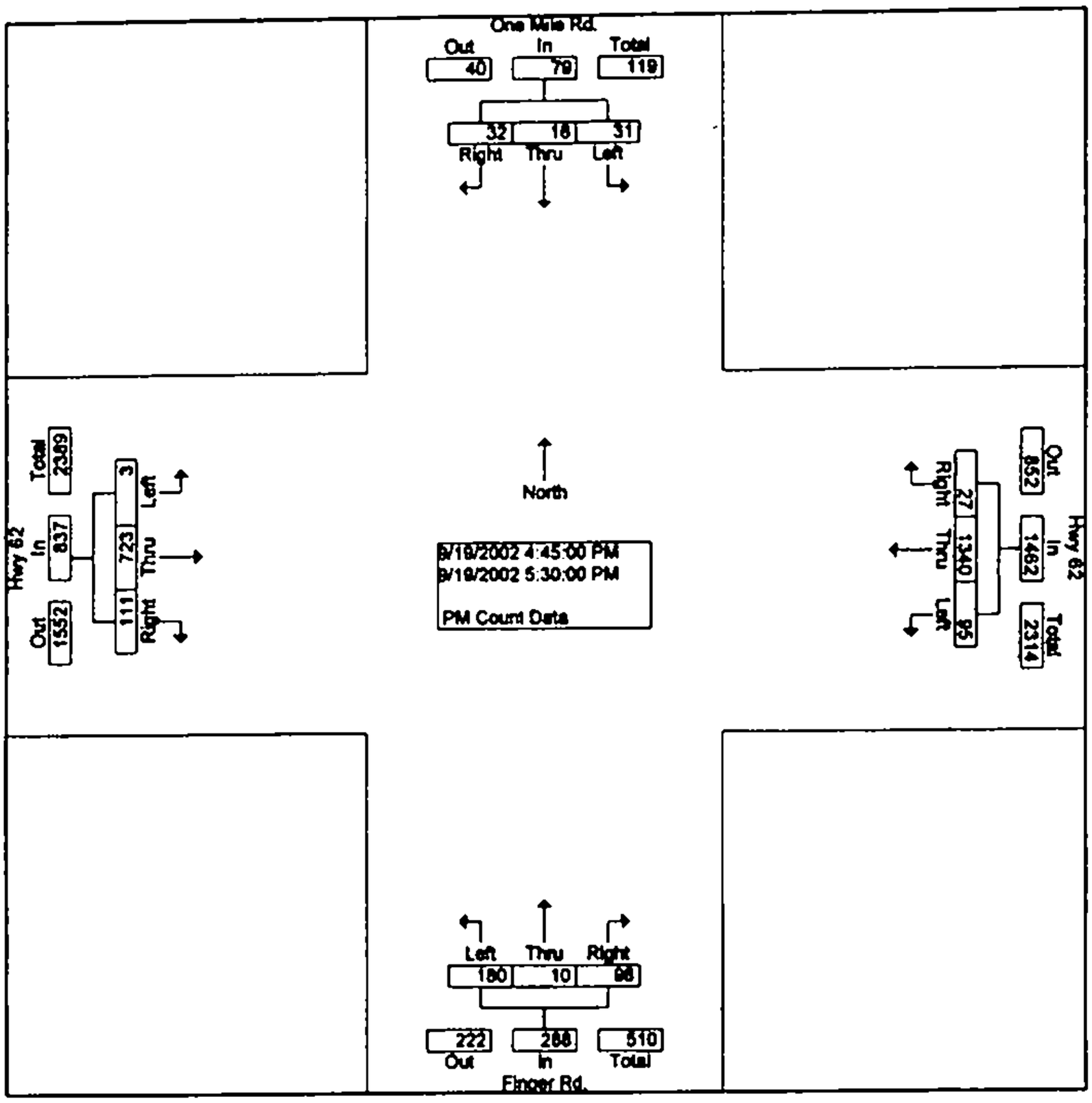


Peters & Associates Engineers, Inc.
Peak Hours Turning Movement Count Data

PM Turning Movement Count Data
Highway 62 and Finger Rd./One Mile Rd.
Fayetteville, AR
P873

File Name : PM_HWY~1
Site Code : 00000000
Start Date : 09/19/2002
Page No : 2

	One Mile Rd. From North				Hwy 62 From East				Finger Rd. From South				Hwy 62 From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Intersection	04:45 PM																
Volume	32	16	31	79	27	1340	95	1462	98	10	180	288	111	723	3	837	2666
Percent	40.5	20.3	39.2		1.8	91.7	6.5		34.0	3.5	62.5		13.3	86.4	0.4		
05:15 Volume	12	5	9	26	6	403	34	443	27	5	33	65	36	194	1	231	765
Peak Factor																	0.871
High Int.	05:15 PM				05:15 PM				04:45 PM				05:15 PM				
Volume	12	5	9	26	6	403	34	443	27	1	61	89	36	194	1	231	
Peak Factor				0.760				0.825				0.809				0.906	



PETERS & ASSOCIATES
ENGINEERS, INC.

Capacity & Level of Service Calculations

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0			4.0	4.0		4.0	
Lane Util. Factor	1.00	0.95		1.00	0.95			1.00	1.00		1.00	
Frt	1.00	0.98		1.00	1.00			1.00	0.85		0.95	
Flt Protected	0.95	1.00		0.95	1.00			0.95	1.00		0.98	
Satd. Flow (prot)	1770	3468		1770	3529			1779	1583		1726	
Flt Permitted	0.15	1.00		0.22	1.00			0.76	1.00		0.84	
Satd. Flow (perm)	273	3468		411	3529			1413	1583		1479	
Volume (vph)	3	723	111	95	1340	27	180	10	98	31	16	32
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	3	786	121	103	1457	29	196	11	107	34	17	35
Lane Group Flow (vph)	3	907	0	103	1486	0	0	207	107	0	86	0
Turn Type	pm+pt			pm+pt			Perm		Perm	Perm		
Protected Phases	5	2		1	6			8			4	
Permitted Phases	2			6			8		8	4		
Actuated Green, G (s)	27.8	27.3		32.8	29.8			13.7	13.7		13.7	
Effective Green, g (s)	27.8	27.3		32.8	29.8			13.7	13.7		13.7	
Actuated g/C Ratio	0.50	0.49		0.59	0.53			0.24	0.24		0.24	
Clearance Time (s)	4.0	4.0		4.0	4.0			4.0	4.0		4.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0			3.0	3.0		3.0	
Lane Grp Cap (vph)	149	1691		314	1878			346	387		362	
v/s Ratio Prot	0.00	0.26		c0.02	c0.42							
v/s Ratio Perm	0.01			0.17				c0.15	0.07		0.06	
v/c Ratio	0.02	0.54		0.33	0.79			0.60	0.28		0.24	
Uniform Delay, d1	8.8	10.0		6.0	10.6			18.7	17.1		17.0	
Progression Factor	1.00	1.00		1.00	1.00			1.00	1.00		1.00	
Incremental Delay, d2	0.1	0.3		0.6	2.4			2.8	0.4		0.3	
Delay (s)	8.8	10.3		6.6	12.9			21.5	17.5		17.3	
Level of Service	A	B		A	B			C	B		B	
Approach Delay (s)		10.3			12.5			20.1			17.3	
Approach LOS		B			B			C			B	

Intersection Summary			
HCM Average Control Delay	12.8	HCM Level of Service	B
HCM Volume to Capacity ratio	0.74		
Actuated Cycle Length (s)	56.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	72.6%	ICU Level of Service	C
c Critical Lane Group			

Movement	EBL	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Volume (veh/h)	875	100	48	1605	111	51
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	951	109	52	1745	121	55
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None		
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1060			1982	530	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1060			1982	530	
tC, single (s)	4.1			6.8	6.9	
tC, 2 stage (s)						
tF (s)	2.2			3.5	3.3	
p0 queue free %	92			0	89	
cM capacity (veh/h)	653			49	494	

Movement	EB 1	EB 2	WB 1	WB 2	WB 3	NB 1	NB 2
Volume Total	634	426	52	872	872	121	55
Volume Left	0	0	52	0	0	121	0
Volume Right	0	109	0	0	0	0	55
cSH	1700	1700	653	1700	1700	49	494
Volume to Capacity	0.37	0.25	0.08	0.51	0.51	2.45	0.11
Queue Length (ft)	0	0	6	0	0	313	9
Control Delay (s)	0.0	0.0	11.0	0.0	0.0	835.2	13.2
Lane LOS			B			F	B
Approach Delay (s)	0.0		0.3			576.4	
Approach LOS						F	

Intersection Summary			
Average Delay	33.7		
Intersection Capacity Utilization	61.6%	ICU Level of Service	B

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↰	↑↑	↰	↱
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0		4.0	4.0	4.0	4.0
Lane Util. Factor	0.95		1.00	0.95	1.00	1.00
Frt	0.98		1.00	1.00	1.00	0.85
Flt Protected	1.00		0.95	1.00	0.95	1.00
Satd. Flow (prot)	3485		1770	3539	1770	1583
Flt Permitted	1.00		0.23	1.00	0.95	1.00
Satd. Flow (perm)	3485		435	3539	1770	1583
Volume (vph)	875	100	48	1605	111	51
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	951	109	52	1745	121	55
Lane Group Flow (vph)	1060	0	52	1745	121	55
Turn Type			pm+pt			Perm
Protected Phases	2		1	6	8	
Permitted Phases			6			8
Actuated Green, G (s)	61.5		70.9	70.9	11.1	11.1
Effective Green, g (s)	61.5		70.9	70.9	11.1	11.1
Actuated g/C Ratio	0.68		0.79	0.79	0.12	0.12
Clearance Time (s)	4.0		4.0	4.0	4.0	4.0
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	2381		423	2788	218	195
v/s Ratio Prot	0.30		0.01	c0.49	c0.07	
v/s Ratio Perm			0.09			0.03
v/c Ratio	0.45		0.12	0.63	0.56	0.28
Uniform Delay, d1	6.5		4.8	4.0	37.1	35.8
Progression Factor	1.00		1.28	0.98	1.00	1.00
Incremental Delay, d2	0.6		0.1	0.8	3.0	0.8
Delay (s)	7.1		6.2	4.7	40.2	36.6
Level of Service	A		A	A	D	D
Approach Delay (s)	7.1			4.8	39.1	
Approach LOS	A			A	D	

Intersection Summary			
HCM Average Control Delay	7.6	HCM Level of Service	A
HCM Volume to Capacity ratio	0.62		
Actuated Cycle Length (s)	90.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	61.6%	ICU Level of Service	B
c Critical Lane Group			

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↑	↑↑	↑	↱
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Volume (veh/h)	862	64	60	1627	26	124
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	937	70	65	1768	28	135
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None		
Median storage veh)						
Upstream signal (ft)				717		
pX, platoon unblocked						
vC, conflicting volume	1007			1986		503
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1007			1986		503
tC, single (s)	4.1			6.8		6.9
tC, 2 stage (s)						
tF (s)	2.2			3.5		3.3
p0 queue free %	90			41		74
cM capacity (veh/h)	684			48		514

Movement	EB 1	EB 2	WB 1	WB 2	WB 3	NB 1	NB 2
Volume Total	625	382	65	884	884	28	135
Volume Left	0	0	65	0	0	28	0
Volume Right	0	70	0	0	0	0	135
cSH	1700	1700	684	1700	1700	48	514
Volume to Capacity	0.37	0.22	0.10	0.52	0.52	0.59	0.26
Queue Length (ft)	0	0	8	0	0	56	26
Control Delay (s)	0.0	0.0	10.8	0.0	0.0	155.3	14.5
Lane LOS			B			F	B
Approach Delay (s)	0.0		0.4			38.9	
Approach LOS						E	

Intersection Summary			
Average Delay	2.3		
Intersection Capacity Utilization	58.9%	ICU Level of Service	A

Movement	SBL	SBT	SBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0		4.0	4.0			4.0	
Lane Util. Factor	1.00	0.95		1.00	0.95		1.00	1.00			1.00	
Frt	1.00	0.98		1.00	1.00		1.00	0.87			0.95	
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00			0.98	
Satd. Flow (prot)	1770	3477		1770	3529		1770	1627			1742	
Flt Permitted	0.13	1.00		0.14	1.00		0.72	1.00			0.88	
Satd. Flow (perm)	249	3477		263	3529		1340	1627			1552	
Volume (vph)	7	864	115	178	1426	27	223	27	145	31	32	38
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	8	939	125	193	1550	29	242	29	158	34	35	41
Lane Group Flow (vph)	8	1064	0	193	1579	0	242	187	0	0	110	0
Turn Type	pm+pt			pm+pt			Perm			Perm		
Protected Phases	5	2		1	6			8			4	
Permitted Phases	2			6			8			4		
Actuated Green, G (s)	30.5	29.9		40.9	36.3		16.6	16.6			16.6	
Effective Green, g (s)	30.5	29.9		40.9	36.3		16.6	16.6			16.6	
Actuated g/C Ratio	0.47	0.46		0.62	0.55		0.25	0.25			0.25	
Clearance Time (s)	4.0	4.0		4.0	4.0		4.0	4.0			4.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0			3.0	
Lane Grp Cap (vph)	130	1587		325	1956		340	412			393	
v/s Ratio Prot	0.00	0.31		c0.06	c0.45			0.11				
v/s Ratio Perm	0.03			0.31			c0.18				0.07	
v/c Ratio	0.06	0.67		0.59	0.81		0.71	0.45			0.28	
Uniform Delay, d1	11.1	13.9		8.4	11.8		22.3	20.6			19.6	
Progression Factor	1.00	1.00		1.00	1.00		1.00	1.00			1.00	
Incremental Delay, d2	0.2	1.1		2.9	2.5		6.9	0.8			0.4	
Delay (s)	11.3	15.1		11.3	14.3		29.1	21.4			20.0	
Level of Service	B	B		B	B		C	C			C	
Approach Delay (s)		15.0			14.0			25.8			20.0	
Approach LOS		B			B			C			C	

Intersection Summary			
HCM Average Control Delay	16.0	HCM Level of Service	B
HCM Volume to Capacity ratio	0.79		
Actuated Cycle Length (s)	65.5	Sum of lost time (s)	12.0
Intersection Capacity Utilization	77.2%	ICU Level of Service	C
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↑			↑	
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Volume (veh/h)	107	3	7	5	3	144	8	15	5	111	15	120
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	116	3	8	5	3	157	9	16	5	121	16	130
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												354
pX, platoon unblocked												
vC, conflicting volume	517	362	82	303	424	19	147			22		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	517	362	82	303	424	19	147			22		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	69	99	99	99	99	85	99			92		
cM capacity (veh/h)	373	519	978	601	479	1059	1435			1594		

Direction, Lane #	EB 1	WB 1	WB 2	NB 1	SB 1	SB 2
Volume Total	127	9	157	30	121	147
Volume Left	116	5	0	9	121	0
Volume Right	8	0	157	5	0	130
cSH	390	549	1059	1435	1594	1700
Volume to Capacity	0.33	0.02	0.15	0.01	0.08	0.09
Queue Length (ft)	35	1	13	0	6	0
Control Delay (s)	18.6	11.7	9.0	2.2	7.4	0.0
Lane LOS	C	B	A	A	A	
Approach Delay (s)	18.6	9.1		2.2	3.4	
Approach LOS	C	A				

Intersection Summary			
Average Delay	8.2		
Intersection Capacity Utilization	33.8%	ICU Level of Service	A

PETERS & ASSOCIATES
ENGINEERING, INC.

Traffic Signal Warrants and Results

Traffic Signal Warrants Analysis

INTERSECTION CONFIGURATION

CITY: Fayetteville, Arkansas
CO.: Washington
HWY.,Mjr.: Hwy 62
ST.,Minor: Access Dr. B (West Drive)
Projected Conditions

No. Lanes: Major: 2 Minor: 1
Accidents > 5/yr? (Y or N) N
Speed =>40, or Pop. < 10 K Y
Factor out "RTs" (Y or N)?: YES
Major: EB N WB N
Minor: SB n/a NB Y

Required Vol. for Warrant: Warrant	major	minor
1A	420	105
1B	630	52
1AB (80% 1 & 2)	336	84
	504	41
2 (4 Hr.)	(see formula)	
3 (Peak Hr.)	* *	
Adj. Factor:	0.7	

April 7, 2003 Study peformed b RMT

Traffic Signal Warrants Analysis

CITY: Fayetteville, Arkansas
CO.: Washing
HWY.,Mjr.: Hwy 62
ST.,Minor: Access Dr. B (West Drive)
Projected Conditions

MAJOR ST. (direction) EB / WB — Factor 100%

MINOR ST. (direction) NB / SB — Factor 100%

ENDING TIME	Existing + Proj	min.	results	Existing + Proj	min.	results	RESULTS SUM	Existing + Proj	min.	results	Existing + Proj	min.	results	Minor vol for 4Hr. War. '#2'	Minor vol for Peak Hr. War. '#3'
7:00			1681			531	2212			30			0	60	75
8:00			888			614	1502			49			0	60	75
9:00			637			488	1125			62			-1	60	75
10:00			766			577	1333			97			-1	60	75
11:00			799			786	1535			110			1	60	75
12:00			837			894	1832			115			0	60	75
13:00			929			772	1701			104			0	60	75
14:00			807			818	1624			146			0	60	75
15:00			765			816	1580			145			0	60	75
16:00			849			1475	2324			78			-1	60	75
17:00			942			1582	2523			51			-1	60	75
18:00			718			722	1440			58			-1	60	75
19:00			499			600	1098			46			0	60	75
20:00			308			466	776			28			0	83	75
21:00			223			347	570			18			0	142	75

* Note: Manual value is used if available.
Results have been factored for machine count error.

FINAL RESULTS: Projected Conditions

Traffic Signal Warrants Analysis

Hour warrant was met:

Major St.: Hwy 62
Minor St.: Access Dr. B (West Drive

	VOLUME		COMB.		4 Hr	Peak
	420	630	336	504		
	105	52	84	41		
			#8-1	#8-2		

HOUR	SUM MAJOR	MAX. MINOR	1A	1B	1AB		2	3
7:00	2212	30	0	0	0	0	0	0
8:00	1502	49	0	0	0	1	0	0
9:00	1125	62	0	1	0	1	1	0
10:00	1333	97	0	1	1	1	1	1
11:00	1535	110	1	1	1	1	1	1
12:00	1832	115	1	1	1	1	1	1
13:00	1701	104	0	1	1	1	1	1
14:00	1624	146	1	1	1	1	1	1
15:00	1580	145	1	1	1	1	1	1
16:00	2324	78	0	1	0	0	1	1
17:00	2523	51	0	0	0	0	1	0
18:00	1440	58	0	1	0	0	1	0
19:00	1098	46	0	0	0	0	1	0
20:00	776	28	0	0	0	0	0	0
21:00	570	18	0	0	0	0	0	0
			4	9	6		8	7

This intersection SATISFIES the warrants for signalization as outlined in the "M.U.T.C.D."

Section 4C.02 Warrant 1, Eight-Hour Vehicular Volume

Support:

The Minimum Vehicular Volume, Condition A, is intended for application where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

The Interruption of Continuous Traffic, Condition B, is intended for application where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Standard:

The need for a traffic control signal shall be considered if an engineering study finds that one of the following conditions exist for each of any 8 hours of an average day:

A. The vehicles per hour given in both of the 100 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; or

B. The vehicles per hour given in both of the 100 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.

In applying each condition the major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of these 8 hours.

Option:

If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 70 km/h (40 mph), or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 70 percent columns in Table 4C-1 may be used in place of the 100 percent columns.

Standard:

The need for a traffic control signal shall be considered if an engineering study finds that both of the following conditions exist for each of any 8 hours of an average day:

A. The vehicles per hour given in both of the 80 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; and

B. The vehicles per hour given in both of the 80 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.

These major-street and minor-street volumes shall be for the same 8 hours for each condition; however, the 8 hours satisfied in Condition A shall not be required to be the same 8 hours satisfied in Condition B. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

Table 4C-1. Warrant 1, Eight-Hour Vehicular Volume

Condition A—Minimum Vehicular Volume								
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)			-Vehicles per hour on higher-volume minor-street approach (one direction only)		
Major Street	Minor Street	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1.....	1.....	500	400	350	150	120	105
2 or more...	1.....	600	480	420	150	120	105
2 or more...	2 or more...	600	480	420	200	160	140
1.....	2 or more....	500	400	350	200	160	140

Condition B—Interruption of Continuous Traffic								
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)			Vehicles per hour on higher-volume minor-street approach (one direction only)		
Major Street	Minor Street	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1.....	1.....	750	600	525	75	60	53
2 or more...	1.....	900	720	630	75	60	53
2 or more...	2 or more...	900	720	630	100	80	70
1.....	2 or more....	750	600	525	100	80	70

[a] Basic minimum hourly volume.
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures.
[c] May be used when the major-street speed exceeds 70 km/h (40 mph) or in an isolated community with a population of less than 10,000.

Guidance:

The combination of Conditions A and B should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

Section 4C.03 Warrant 2, Four-Hour Vehicular Volume

Support:

The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Standard:

The need for a traffic control signal shall be considered if an engineering study finds that, for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in Figure 4C-1 for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these 4 hours.

Option:

If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 70 km/h (40 mph) or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-2 may be used in place of Figure 4C-1.

Section 4C.04 Warrant 3, Peak Hour

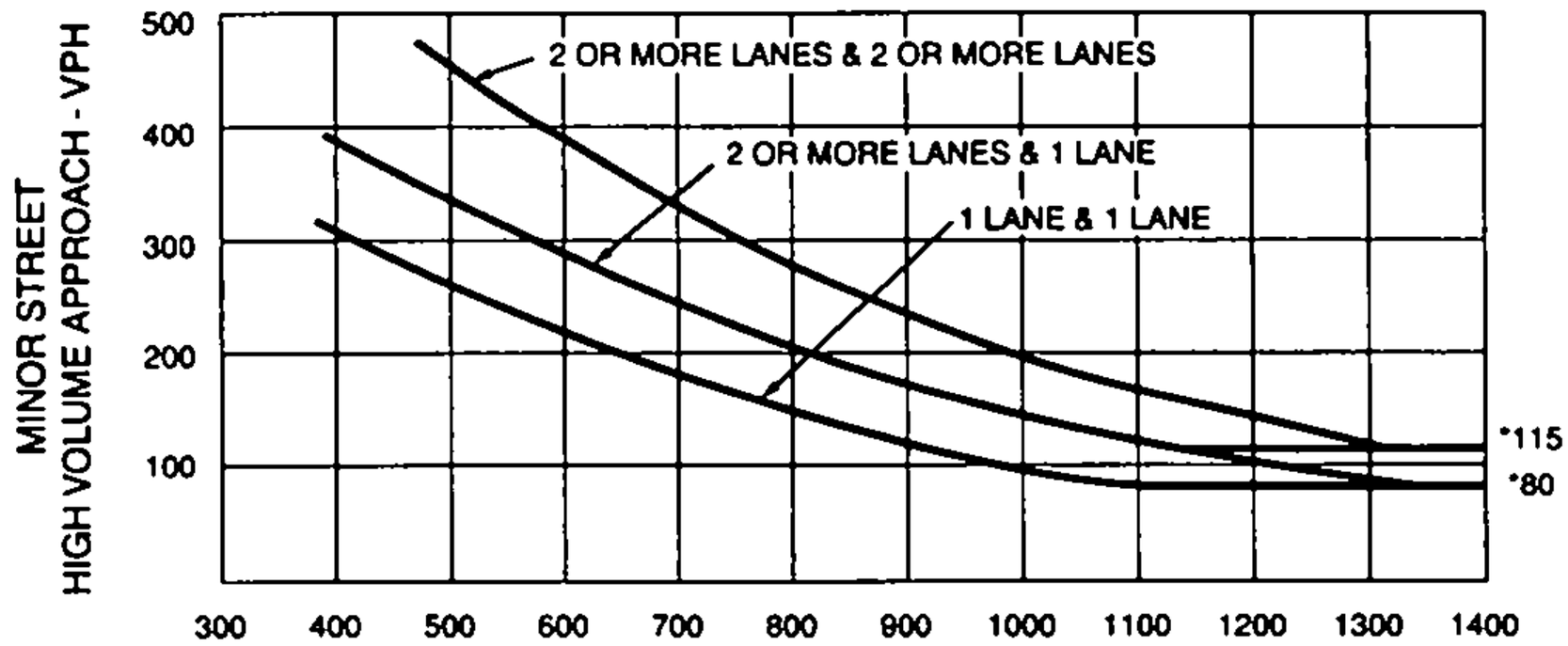
Support:

The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street.

Standard:

This signal warrant shall be applied only in unusual cases. Such cases include, but are not limited to, office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.

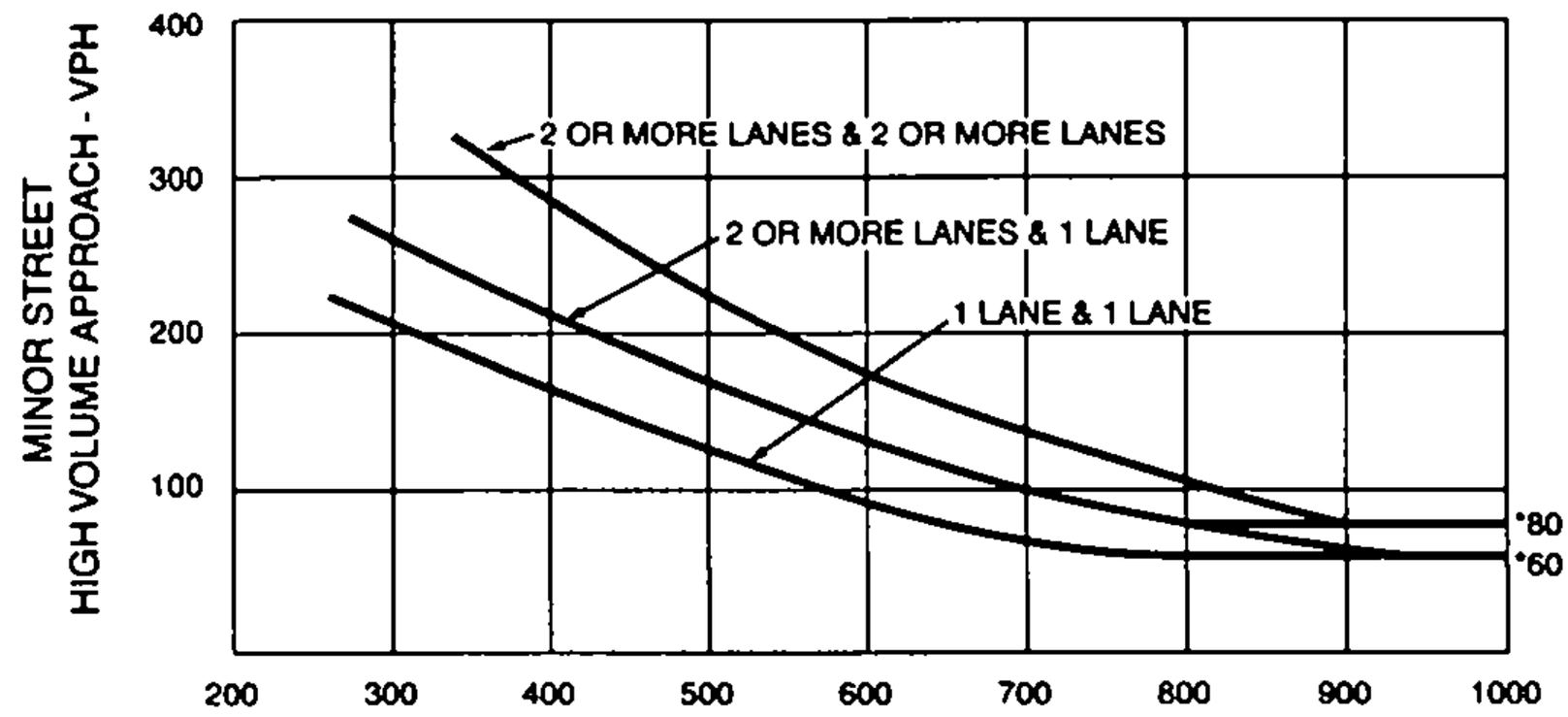
Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

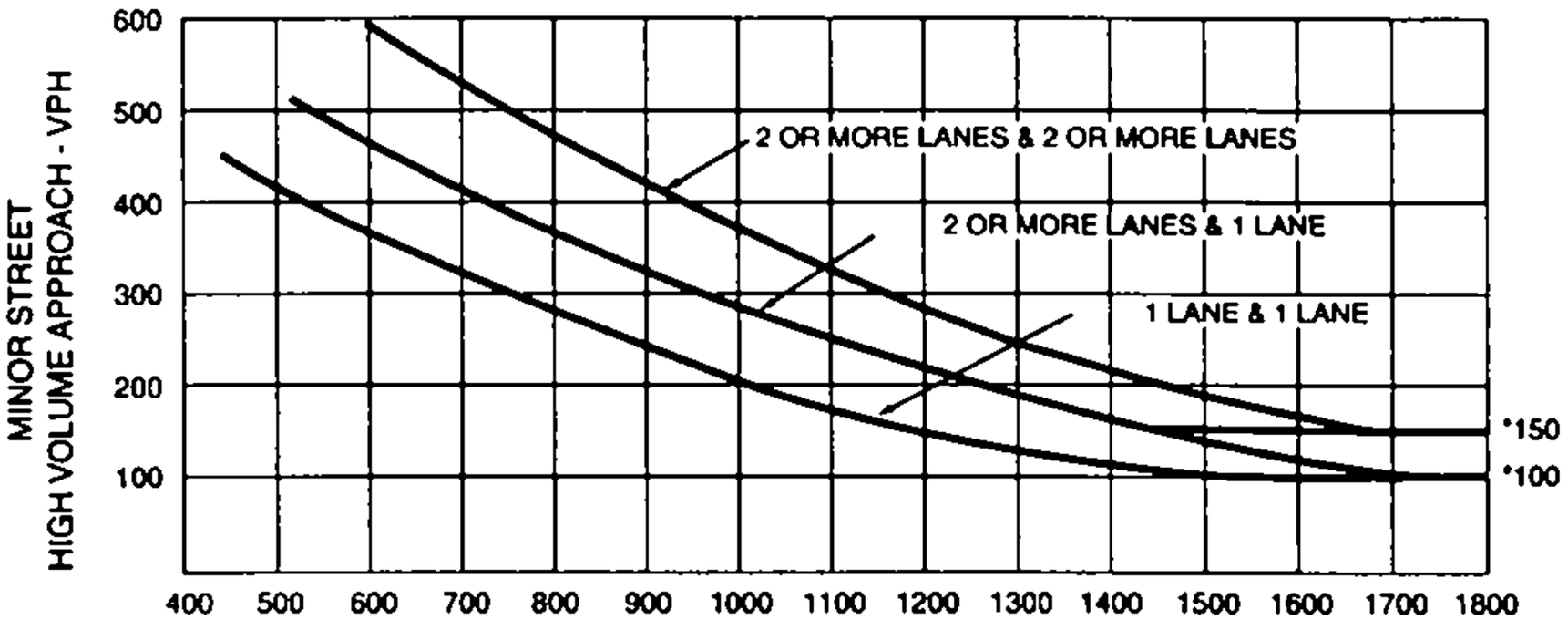
Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 70 km/h (40 mph) ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

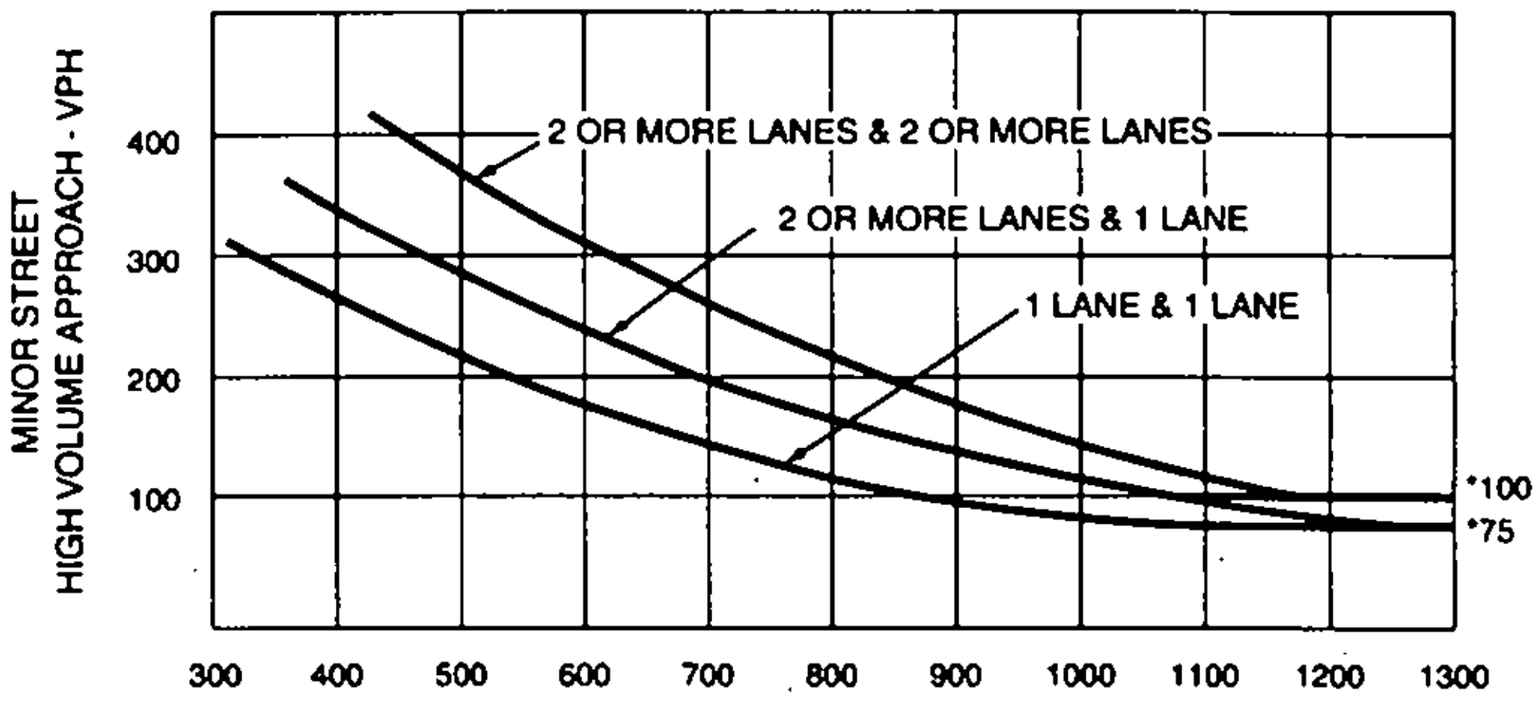
Figure 4C-3. Warrant 3, Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 70 km/h (40 mph) ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:

A. If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:

1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach; or 5 vehicle-hours for a two-lane approach, and

2. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes, and

3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.

B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

Option:

If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 70 km/h (40 mph), or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-4 may be used in place of Figure 4C-3 to satisfy the criteria in the second category of the Standard.

Section 4C.05 Warrant 4, Pedestrian Volume

Support:

The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

Standard:

The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that both of the following criteria are met:

A. The pedestrian volume crossing the major street at an intersection or midblock location during an average day is 100 or more for each of any 4 hours or 190 or more during any 1 hour; and

B. There are fewer than 60 gaps per hour in the traffic stream of adequate length to allow pedestrians to cross during the same period when the pedestrian volume criterion is satisfied. Where there is a divided street having a median of sufficient width for pedestrians to wait, the requirement applies separately to each direction of vehicular traffic.

The Pedestrian Volume signal warrant shall not be applied at locations where the distance to the nearest traffic control signal along the major street is less than 90 m (300 ft), unless the proposed traffic control signal will not restrict the progressive movement of traffic.

If a traffic control signal is justified by both this signal warrant and a traffic engineering study, the traffic control signal shall be equipped with pedestrian signal heads conforming to requirements set forth in Chapter 4E.

Guidance:

If a traffic control signal is justified by both this signal warrant and a traffic engineering study:

A. If installed within a signal system, the traffic control signal should be coordinated.

B. At an intersection, the traffic control signal should be traffic-actuated and should include pedestrian detectors. As a minimum, it should have semiactuated operation, but full-actuated operation with detectors on all approaches might also be appropriate.

C. At nonintersection crossings, the traffic control signal should be pedestrian-actuated, parking and other sight obstructions should be prohibited for at least 30 m (100 ft) in advance of and at least 6.1 m (20 ft) beyond the crosswalk, and the installation should include suitable standard signs and pavement markings.

Option:

The criterion for the pedestrian volume crossing the major roadway may be reduced as much as 50 percent if the average crossing speed of pedestrians is less than 1.2 m/sec (4 ft/sec).

A traffic control signal may not be needed at the study location if adjacent coordinated traffic control signals consistently provide gaps of adequate length for pedestrians to cross the street, even if the rate of gap occurrence is less than one per minute.

Section 4C.06 Warrant 5, School Crossing

Support:

The School Crossing signal warrant is intended for application where the fact that school children cross the major street is the principal reason to consider installing a traffic control signal.

Standard:

The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of school children at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the children are using the crossing is less than the number of minutes in the same period (see Section 7A.03) and there are a minimum of 20 students during the highest crossing hour.

Before a decision is made to install a traffic control signal, consideration shall be given to the implementation of other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing.

The School Crossing signal warrant shall not be applied at locations where the distance to the nearest traffic control signal along the major street is less than 90 m (300 ft), unless the proposed traffic control signal will not restrict the progressive movement of traffic.

Guidance:

If a traffic control signal is justified by both this signal warrant and an engineering study:

A. If installed within a signal system, the traffic control signal should be coordinated.

B. At an intersection, the traffic control signal should be traffic-actuated and should include pedestrian detectors. As a minimum, it should have semiactuated operation, but full-actuated operation with detectors on all approaches might also be appropriate.

C. At nonintersection crossings, the traffic control signal should be pedestrian-actuated, parking and other sight obstructions should be prohibited for at least 30 m (100 ft) in advance of and at least 6.1 m (20 ft) beyond the crosswalk, and the installation should include suitable standard signs and pavement markings.

Section 4C.07 Warrant 6, Coordinated Signal System

Support:

Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.

Standard:

The need for a traffic control signal shall be considered if an engineering study finds that one of the following criteria is met:

A. On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning.

B. On a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.

Guidance:

The Coordinated Signal System signal warrant should not be applied where the resultant spacing of traffic control signals would be less than 300 m (1,000 ft).

Section 4C.08 Warrant 7, Crash Experience

Support:

The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

Standard:

The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:

A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and

B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and

C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in Table 4C-1 (see Section 4C.02), or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

Section 4C.09 Warrant 8, Roadway Network

Support:

Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network.

Standard:

The need for a traffic control signal shall be considered if an engineering study finds that the common intersection of two or more major routes meets one or both of the following criteria:

A. The intersection has a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or

B. The intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a nonnormal business day (Saturday or Sunday).

A major route as used in this signal warrant shall have one or more of the following characteristics:

A. It is part of the street or highway system that serves as the principal roadway network for through traffic flow; or

B. It includes rural or suburban highways outside, entering, or traversing a city; or

C. It appears as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study.

Tentative Agenda
For
City Council Meeting
June 3, 2003

A meeting of the Fayetteville City Council will be held on June 3, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the May 20, 2003 meeting minutes.

2. **Homeland Security Overtime Program:** A resolution authorizing the Fayetteville Police Department to apply for a Homeland Security Overtime Program (HSOP) Grant in the amount of $85,500.00 to pay officer overtime to cover the normal duties of the 4 officers called to active duty in the United States Armed Forces.

3. **Transfer Funds to Council on Aging:** A resolution approving the transfer of $44,366.00 from the Senior Center project contingency fund to the Council on Aging (COA) to fund capital purchases for the new facility; and approving a budget adjustment in the amount of $37,218.00 to recognize revenue which has accrued since the last budget adjustment, adding it to the Senior Center project contingency fund.

4. **ADT Security Services, Inc.:** A resolution awarding Bid #03-30 to ADT Security Services, Inc. in the amount of $91,600.00 for the purchase and installation of a security system at the Solid Waste Facility on Happy Hollow Road; approving a project contingency in the amount of $4,580.00 and approving a budget adjustment in the amount of $21,420.00 for same.

5. **Review and Approve 2003 DBE Goal Update:** A resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) program participation goals for FY2003.

6. **Maximus, Inc.:** A resolution approving a contract with Maximus, Inc. in the amount of $27,240.00 for a user fee study and cost allocation plan services; and approving a project contingency in the amount of $2,760.00.

7. **Juvenile Accountability Incentive Block Grant:** A resolution accepting a Juvenile Accountability Incentive Block Grant (JAIBG) to fund D.A.R.E. and D.A.R.E. Plus programming, gang resistance training, and software and training to conduct threat assessments for the school population; and approving a budget adjustment in the amount of $33,958.00 to recognize the grant revenue and appropriate the matching funds.

8. **Local law Enforcement Block Grant:** A resolution accepting a Local Law Enforcement Block Grant (LLEBG) from the U.S. Department of Justice for the purchase of ruggedized laptop computers, and approving a budget adjustment in the amount of $35,797.00 to recognize the grant revenue and appropriate the matching funds.

B. OLD BUSINESS:

1. **Unified Development Code:** An ordinance repealing Title XV,. Unified Development Ordinance (originally adopted by Ordinance 4100 on June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code. ***This ordinance was left on the second reading at the May 20, 2003 City Council meeting.***

2. **C-PZD 03-2.00 (Lowe's Home Center):** An ordinance establishing a Commercial Planned Zoning District titled C-PZD 03-2.00 located at the southwest corner of Finger Road and Highway 62; amending the official zoning map of the City of Fayetteville; and according to the Associated Development Project as approved by the Planning Commission. ***This ordinance was left on the first reading at the May 20, 2003 City Council meeting.***

3. **RZN 03-14.00 (Williams):** An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial. ***This ordinance was left on the second reading at the May 20, 2003 City Council meeting.***

C. NEW BUSINESS:

1. **Grubbs, Hoskyns, Barton & Wyatt, Inc.:** A resolution to accept settlement proposal in the amount of $105,000.00 from Grubbs, Hoskyns, Barton and Wyatt, Inc. and approval of a budget adjustment adding these funds to the Library Project.

2. **Amend Chapter 159.02** (C) (1) "Water and Wastewater Impact Fees": An ordinance to amend ordinance no. 4447 codified as §159.02 of the Unified Development Ordinance to repeal subsection C.1 Time of Collection and enact a new subsection C.1 to conform to new statutory requirements and to proclaim an emergency.

3. **Amend Code of Ordinances Section 51.135:** An ordinance to repeal Section 51.135 Service Deposits, of the Code of Fayetteville and to enact new Section 51.135.

4. **ADM 03-8.00 (Barbee):** A resolution reducing the right of way dedication from S. School Avenue centerline to accommodate the existing structure located at 729 S. School Avenue.

5. **Hay Group Biennial Wage and Benefit Survey:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from the HayGroup in an amount not to exceed $87,500.00 to conduct the biennial wage and benefit survey and perform consulting services related to position grading and performance management; approving a project contingency of $9,000.00 for travel and expenses; and approving a budget adjustment in the amount of $69,500.00 for same.

6. **LSD 03-10.00 Appeal (Campus Properties):** Appeal for determination of condition of approval, LSD 03-10.00 Campus Properties, Stone Street Complex.

7. **R-PZD 03-3.00 (Alexander):** An ordinance establishing a residential planned zoning district titled R-PZD 03-3.00 located at 313 E. Lafayette, 321 E. Lafayette, 346 N. Willow, 354 N. Willow, and 310 Sutton, containing approximately 2.15 acres; amending the official zoning map of the City of Fayetteville; and according to the associated development project as approved by the Planning Commission.

8. **Raze and Removal 205 S. West Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Michael Thurmond located at 205 S. West Avenue in the City of Fayetteville, Arkansas.

9. **Raze and Removal 219 S. College Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Emperor Investment, LLC and located at 219 S. College Avenue in the City of Fayetteville, Arkansas.

10. **Tech Logic Corporation:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Tech Logic Corporation in the amount of $395,632.00 for the purchase of an automated conveyor, check-in and sorting system for the New Public Library.

D. INFORMATIONAL:

1. **Council Tour: June 2, 2003**

STAFF REVIEW FORM - FINANCIAL OBLIGATION

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Rick Hoyt	Police	Police
Name	Division	Department

ACTION REQUIRED: Approval for the City to apply for a Homeland Security Overtime Program (HSOP) grant in the amount of $85,500. This grant will pay officer overtime to cover normal duties for the four officers called to active military duty. Also requested will be overtime to be used to free up current officers to develop a plan detailing how citizens prepare and respond to acts of terrorism. This grant requires 25% matching funds and council will be asked to appropriate up to $28,500 if grant is awarded.

COST TO CITY:

$0.00	$ -	
Cost of this request	Category/Project Budget	Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Barbara Lease — 5/20/03
Budget Manager — Date

CONTRACT/GRANT/LEASE REVIEW:

Karla Fairley — 5/21/03
Accounting Manager — Date

____ — ____
Internal Auditor — Date

D. P. White — 5/21/2003
City Attorney — Date

P Vires — 5-20-03
Purchasing Manager — Date

STAFF RECOMMENDATION: Council authorize Police Department and Mayor Coody to apply for HSOP.

____ — ____
Division Head — Date

Gordon R. Roberts — 5/20/03
Department Director — Date

Steve Dawson — 5-21-03
Finance & Internal Services Dir. — Date

Hugh Ernest — 5-21-03
Chief Administrative Officer — Date

____ — ____
Mayor — Date

Received in Mayor's Office 5/21/03 — Date

Cross Reference:

Previous Ord/Res#: ____

Orig. Contract Date: ____

Orig. Contract Number: ____

New Item: **Yes** **No**

Staff Review Form - Page 2

Description Apply for a Homeland Security Overtime Prog. Meeting Date June 3, 2003

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FAYETTEVILLE POLICE DEPARTMENT TO APPLY FOR A HOMELAND SECURITY OVERTIME PROGRAM (HSOP) GRANT IN THE AMOUNT OF EIGHTY-FIVE THOUSAND FIVE HUNDRED DOLLARS ($85,500.00) TO PAY OFFICER OVERTIME TO COVER THE NORMAL DUTIES OF THE FOUR (4) OFFICERS CALLED TO ACTIVE DUTY IN THE UNITED STATES ARMED FORCES.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Fayetteville Police Department to apply for a Homeland Security Overtime Program (HSOP) grant in the amount of Eighty-Five Thousand Five Hundred Dollars ($85,500.00) to pay officer overtime to cover the normal duties of the four (4) officers called to active duty in the United States Armed Forces.

PASSED and **APPROVED** this 3rd day of June, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and Members of the City Council

FROM: Rick Hoyt, Chief of Police

Rpt by Eldon L. Roberts

DATE: May 20, 2003

SUBJECT: Homeland Security Overtime Program Grant Application

Background

The City of Fayetteville Police Department continues to participate in federal grant programs including the Universal Hiring Program (UHP) issued through the Department of Justice Office of Community Oriented Policing Services (COPS). We have received funding from the Department of Justice to support hiring additional officers since 1996. This grant application will be the first time to apply for a Homeland Security Overtime Program grant through the Department of Justice.

Current Status

The Fayetteville Police Department currently has four officers activated for military duty. This grant will pay up to 75% of the cost of overtime in the following three areas. The first area is the ability to maintain the level of Community Policing services provided before the officers were called to active duty such as bicycle patrol for the Downtown/Dickson Street area. The second area will cover overtime for officers to attend in-house training on Homeland Security to detect, deter and prevent potential terrorist activities in our community. Finally, these overtime funds will be utilized to keep patrol shifts adequately staffed to answer calls for service and perform other crime prevention duties.

Recommendation

It is recommended that the City Council approve for the Police Department staff to complete an application for a Homeland Security Overtime Program grant in the amount of $85,500 for Mayor Coody's signature. If awarded the Council will be asked at a later date to accept the grant and provide $28,500 as matching funds. Giving approval to apply for this grant will relate to three of the Fayetteville Vision 2020 Guiding Principals. These are #4(Financially sustainable City Government providing top quality, responsive services); #8 (Dickson-Downtown developed as a "Cultural and Entertainment" District and #10 (Reputation as a "Safe Community").

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Coy Hurd	Building Services	Finance & Internal Services
Name	Division	Department

ACTION REQUIRED: Approval to transfer funds in the amount of $44,366 to the Council on Aging for capital purchases (i.e. millwork, cabnetry) for the new facility. In addition, approval of a budget adjustment in the amount of $37,218 to recognize the property tax millage collections and increase the project budget.

COST TO CITY:

$44,366.00	$ 425,651.00	Walker Park Senior Center
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5804.00	$ 381,285.00	Other Capital Improvements
Account Number	Funds Used to Date	Program / Project Category Name
96092	$ 44,366.00	Sales Tax Capital
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item X Budget Adjustment Attached

Budget Manager — 5/16/03 Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fortney — 5/16/03 Date — Accounting Manager
Nancy Smith — 5/16/03 Date — Internal Auditor
D. J. White — 5/19/03 Date — City Attorney
Purchasing Manager — 5/19/03 Date

STAFF RECOMMENDATION:

Coy Hurd by ATS — Date — Division Head
ATS — 5-16-03 Date — Department Director
Finance & Internal Services Dir. — 5-16-03 Date
Chief Administrative Officer — 5-20-03 Date
Mayor — 5/20/03 Date

Cross Reference

Rec'd in Mayor's Office 5/19/03 pf

New Item: Yes No

Previous Ord/Res#: _____

Orig. Contract Date _____

Orig. Contract Number _____

ENTERED LM 5/21

Staff Review Form - Page 2

Description _____ Meeting Date June 3, 2003

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TRANSFER OF FORTY-FOUR THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS ($44,366.00) FROM THE SENIOR CENTER PROJECT CONTINGENCY FUND TO THE COUNCIL ON AGING (COA) TO FUND CAPITAL PURCHASES FOR THE NEW FACILITY; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF THIRTY-SEVEN THOUSAND TWO HUNDRED EIGHTEEN DOLLARS ($37,218.00) TO RECOGNIZE REVENUE WHICH HAS ACCRUED SINCE THE LAST BUDGET ADJUSTMENT, ADDING IT TO THE SENIOR CENTER PROJECT CONTINGENCY FUND.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the transfer of Forty-Four Thousand Three Hundred Sixty-Six Dollars ($44,366.00) from the Senior Center Project Contingency Fund to the Council On Aging (COA) to fund capital purchases for the new facility.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of Thirty-Seven Thousand Two Hundred Eighteen Dollars ($37,218.00) to recognize revenue which has accrued since the last budget adjustment, adding it to the Senior Center Project Contingency Fund.

PASSED and **APPROVED** this 3rd day of June, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and the Fayetteville City Council

THRU: Stephen Davis, Finance & Internal Services Director

FROM: Coy Hurd, Project Manager

DATE: May 15, 2003

SUBJECT: Walker Park Senior Project

Background

In 2000, the Fayetteville City Council authorized 2-mils for real property and 2-mils for personal property for one-year of property tax millage assessment to provide a portion of the funding needed to construct the Walker Park Senior Center.

Discussion

The property tax millage assessment was included in the property tax statements issued during 2001. The projected revenue for the millage assessment during 2000 was approximately $1.0 million. The actual property tax collections through April 2003 are $1,153,318. The project budget has been adjusted two times to recognize additional property tax revenue. This adjustment recognizes an additional $37,318 in property tax revenue for the project. Please see the table following the Recommendation section of this memo for more information concerning the receipt of the millage revenue.

Additionally, certain construction related items were postponed pending identification of additional project funding. These items include installation of needed millwork, cabinetry, and other building construction needs. The millwork is needed for the operation of the facility, but was postponed at the time of bidding so that the scope of work would fit into the tight budget. It now appears that we can safely use the funds for these matters. This money, which was raised from property taxes, was mandated to be used towards the capital construction of the Senior Center Project.

Recommendation

It is Staff's recommendation that $44,366 be transferred to the Council on Aging for the purpose of millwork and cabinetry and other building construction needs and that an additional $37,218 is added to the project budget. Approval of these two items will assist in completion and use of the facility for its intended purpose by the Council on Aging. The Walker Park Senior Center addresses Guiding Principle Number 2 – Well Maintained City Infrastructure and Facilities, Guiding Principle Number 5 – Revitalized South Fayetteville and Guiding Principle Number 12 – A Fun City to Live.

Please note the following figures:

2001 Collections	$,1,061,150	Original Budget	$1,000,000
2002 Collections	89,591	Approved Project Budget Increase	62,000
2003 Collections	2,577	Budget Adj. #02-040	54,100
Total Collections	$1,153,318	Project Budget	$1,116,100

If the transfer and budget adjustment are approved; $37,218 will remain in the project. I recommend that this amount should remain in the project until the time when the present contract with Harrison Davis is closed.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Sales Tax Capital Improvement Fund	Date Requested	Adjustment Number
2003	Division: Program:	6/3/2003	

Project or Item Requested:	Project or Item Deleted:
Additional funding is requested for the Walker Senior Center Complex.	None. Additional delinquent property tax revenue received is proposed for this adjustment.

Justification of this Increase:	Justification of this Decrease:
Additional millwork and building improvements have been identified by the Council on Aging.	The additional revenue is from a dedicated tax for the purpose of construction the Walker Park Senior Center.

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Building costs	4470	9470	5804	00	37,218	96092	1

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Delinquent property taxes	4470	0947	4100	01	37,218		

Approval Signatures

Requested By	Date
Barbara Heel	5/16/03
Budget Manager	Date
Department Director	Date
Steve Davis	5-16-03
Finance & Internal Services Director	Date
Mayor	Date

Budget & Research Use Only

Type: A B C D E

Date of Approval	Date	Initial
Posted to General Ledger	Date	Initial
Posted to Project Accounting	Date	Initial
Entered in Category Log	Date	Initial

STAFF REVIEW FORM - FINANCIAL OBLIGATION

XX AGENDA REQUEST
XX CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council Meeting of: ~~May~~ June 3 ~~April 20~~, 2003

FROM:

Coy Hurd	Building Services	Finance and Internal Services
Name	Division #03.30	Department

ACTION REQUIRED: Review and accept a bid of $91,600 plus a project contingency of $4,580 for the installation of a security system at the Solid Waste Facility on Happy Hollow Road. Approval of a budget adjustment is also requested.

COST TO CITY:

$96,180.00	$ 75,000.00	City Shop/Public Works Security
Cost of this request	Category/Project Budget	Program Category / Project Name
4470 9470 580100	$ 120.00	Other Capital Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02011.1	$ 74,880.00	Sales Tax Capital
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: XX Budgeted Item XX Budget Adjustment Attached

Budget Manager — 4-30-03 Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fleming — 4/30/03 Date — Accounting Manager
Nancy Smith — 4/30/03 Date — Internal Auditor
OKD 5/6/03 See Note — 5/6/03 Date — City Attorney
[illegible] — [illegible] Date — Purchasing Manager

STAFF RECOMMENDATION: 5.6.03

Coy Hurd by dkDavis — Date — Division Head
S L Davis — 5-8-03 Date — Department Director
[illegible] — 5.8.03 Date — Finance & Internal Services Dir.
Hugh Earnot — 5-8-03 Date — Chief Administrative Officer
Dan Coody — 5/8/03 Date — Mayor

Received in Mayor's Office ___ Date

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item: Yes No

ENTERED TLM 5/12

Staff Review Form - Page 2

Description _____ Meeting Date April 20, 2003

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Needs purchase req.

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #03-30 TO ADT SECURITY SERVICES, INC. IN THE AMOUNT OF NINETY ONE THOUSAND SIX HUNDRED DOLLARS ($91,600.00) FOR THE PURCHASE AND INSTALLATION OF A SECURITY SYSTEM AT THE SOLID WASTE FACILITY ON HAPPY HOLLOW ROAD; APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED EIGHTY DOLLARS ($4,580.00); AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF TWENTY ONE THOUSAND FOUR HUNDRED TWENTY DOLLARS ($21,420.00) FOR SAME.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby awards Bid #03-30 to ADT Security Services, Inc. in the amount of Ninety One Thousand Six Hundred Dollars ($91,600.00) for the purchase and installation of a security system at the Solid Waste Facility on Happy Hollow Road.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a project contingency in the amount of Four Thousand Five Hundred Eighty Dollars ($4,580.00).

Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of Twenty One Thousand Four Hundred Twenty Dollars ($21,420.00) for same.

PASSED and **APPROVED** this 20th day of May, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

MEMORANDUM

TO: Mayor Dan Coody and the Fayetteville City Council
FROM: Coy Hurd, Project Manager
THRU: Stephen Davis, Finance and Internal Services Director
RE: Bid for security system for Happy Hollow Compound
DATE: April 30, 2003

On April 21, a bid was held for work to be done at the Solid Waste Facility and adjacent buildings located on Happy Hollow Road. The scope of work to be done includes installation of security system, fire detection system, closed circuit television system, and access control. ADT Security Services of Springdale submitted the only bid received. This occasion was a rebid. The work was initially bid on March 31. At this first bid, ADT Security Services was also the only bidder. On both dates, the bid was in the amount of $97,700.00. Subsequently, $6,100 was negotiated out of ADT's price, leaving $91,600 (including all fees and taxes) as the price for the turn-key security system. I am recommending that the $91,600 be accepted (with a 5% contingency fund) and that a contract be drafted and signed by all parties as soon as is practical.

$91,600 X .05 = $4,580; $91,600 + $4,580 = $96,180.

City of Fayetteville, Arkansas
Budget Adjustment Form

ADT Security
A.4. Page 5

Budget Year	Department: Finance & Internal Services Division: Building Services Program: Sales Tax Capital Improvements	Date Requested	Adjustment Number
2003		5/20/2003	

Project or Item Requested:

$21,420 is requested in the City Shop/Public Works Facility Security capital project.

Project or Item Deleted:

None. $21,420 from the Use of Fund Balance account.

Justification of this Increase:

The funding is needed for the approval of a contract with ADT.

Justification of this Decrease:

There is sufficient fund balance remaining to comply with City Policy.

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Fixed assets	4470	9470	5801	00	21,420	02011	1

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	4470	0947	4999	99	21,420		

Approval Signatures

	Date
Requested By	
Budget Manager	4-30-03
Department Director	
Finance & Internal Services Director	5-8-03
Mayor	

Budget Office Use Only

Type: A B C (D) E

	Date	Initial
Date of Approval		
Posted to General Ledger		
Posted to Project Accounting		
Entered in Category Log		

ADT Security Services, Inc.

Access Control System

COMMERCIAL SALES PROPOSAL/AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.
303		

DATE

ADT Security Services, Inc. ("ADT")
210 S. Thompson Ave
Suite 1
Springdale, AR 72764

Tel. No. 756-0285

To: (Customer Name and Address)
City of Fayetteville
113 W. Mountain Rd.
Fayetteville, AR 72701

Attn: Coy Hurd Tel. No. 575-8361

ADT proposes to install or cause to be installed the equipment and furnish the services indicated herein:

QTY	DEVICE DESCRIPTION	ZONE	DEVICE LOCATION
1	Win Pak Software		
1	4-Reader Pkg.		
1	HID Prox Reader		
1	Maxi-Prox Reader		
5	Magnetic Lock		
1	Power Supply w/Batt.		
30	Prox pass, Vehicle		
5	Exit Button		
1	Swing Gate		
1	Loop Detector		
1	Detector Cable		
1	Ethernet Interface		
1	RS-485 Interface		
1	Labor		
1	Material		
1	Training		

Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; and (c) Customer desires and has contracted for only the equipment and services itemized on this Agreement.

For the sum of $ 34,450.00 payable upon acceptance of this proposal and the balance payable upon completion of the installation and as a precondition to activation of the system and, if applicable, connection to central station or direct connection service.In addition for the service(s) to be provided as indicated above, Customer agrees to pay

$ per annum, annually in advance for a period of five years effective from the date service is operative under this agreement. After the five years, this agreement shall be automatically renewable yearly unless terminated by either party upon written notice at least 30 days prior to the anniversary date.

Type of Transaction

☒ Direct Sale (equipment to become property of the Customer upon payment of Selling Price indicated below in full).

☐ System to remain property of ADT.

ADT may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges which have been accrued or may be accrued hereunder.

Services To Be Provided	P - Provided NP - Not Provided (Circle One)	
Central Station/Signal Receiving and Notification Service ☐ Fire Alarm ☐ Hold Up Alarm ☐ Burglar Alarm ☐ Duress ☐ Supervisory ☐ Other	P	NP
Direct Connection Service To Using: ☐ Digital Communicator ☐ Leased Line ☐ Derived Local Channel	P	NP
☐ Telephone Charges Not Included In ADT Billing		
Maintenance	P	NP
Inspections Number per Year	P	NP
Investigator Response ☐ Interior ☐ Exterior	P	NP
Supervised/Scheduled Opening/Closing	P	NP
Opening/Closing Logging	P	NP
Opening/Closing Reports	P	NP
Other	P	NP

DO NOT WRITE IN THIS AREA

BUILDING OWNER/AGENT		LEAD SOURCE		PROFILE CODES		EMERGENCY CONTACT INFORMATION NAME	TELEPHONE
				OWNERSHIP			
CONSOLIDATED BILLING NO.		NATIONAL ACCOUNT NO		SYSTEM TYPE			
				SERVICE			
SALES REP NAME Brian Sheely	Code 6C6	BILLING FREQUENCY A S Q M BILLING CYCLE		CONNECTION			
				TRANSMISSION			
NATL ACCT MGR	Code	SCHEDULED INSTALL DATE		SUPERVISION		POLICE DEPT	
				MAINTENANCE			
CONTACT NAME		DAY TIME PHONE		ASI RESPONSE		FIRE DEPT	
				MARKET GROUP			

SEE REVERSE OF THIS PAGE FOR MULTIPLE SYSTEM CODING

DO NOT WRITE IN THIS AREA

ADT Security Services, Inc.

CCTV System

COMMERCIAL SALES PROPOSAL/AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.
303		

DATE _____

ADT Security Services, Inc. ("ADT")
210 S. Thompson Ave
Suite 1
Springdale, AR 72764

Tel No. 756-0285

To (Customer Name and Address)
City of Fayetteville
1134 W. Mountain Rd.
Fayetteville, AR 72701

Attn: Coy Hurd Tel No. 575-8361

ADT proposes to install or cause to be installed the equipment and furnish the services indicated herein:

QTY	DEVICE DESCRIPTION	ZONE	DEVICE LOCATION
4	4-Channel DVR		
4	PTZ Camera		
4	PTZ Mount		
4	PTZ Housing		
4	PTZ Power Supply		
2	Video Transceiver		
1	Ethernet Probridge		
1	Pole Adapter		
3	Corner Adapter		
1	Labor		
1	Material		
4	Training		

Type of Transaction

☒ Direct Sale (equipment to become property of the Customer upon payment of Selling Price indicated below in full)

☐ System to remain property of ADT.

ADT may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges which have been accrued or may be accrued hereunder.

Services To Be Provided	P - Provided NP - Not Provided (Circle One)	
Central Station Signal Receiving and Notification Service ☐ Fire Alarm ☐ Hold Up Alarm ☐ Burglar Alarm ☐ Duress ☐ Supervisory ☐ Other _____	P	NP
Direct Connection Service To _____	P	NP
Using: ☐ Digital Communicator ☐ Leased Line ☐ Derived Local Channel		
☐ Telephone Charges Not Included in ADT Billing		
Maintenance	P	NP
Inspections	P	NP
Number per Year _____		
Investigator Response ☐ Interior ☐ Exterior	P	NP
Supervised/Scheduled Opening/Closing	P	NP
Opening/Closing Logging	P	NP
Opening/Closing Reports	P	NP
Other _____	P	NP

Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; and (c) Customer desires and has contracted for only the equipment and services itemized on this Agreement.

For the sum of $ 42,785.00 payable _____ upon acceptance of this proposal and the balance payable upon completion of the installation and as a precondition to activation of the system and, if applicable, connection to central station or direct connection service in addition for the service(s) to be provided as indicated above. Customer agrees to pay $ _____ per annum, annually in advance for a period of five years effective from the date service is operative under this agreement. After the five years, this agreement shall be automatically renewable yearly unless terminated by either party upon written notice at least 30 days prior to the anniversary date.

DO NOT WRITE IN THIS AREA

BUILDING OWNER/AGENT		LEAD SOURCE		PROFILE CODES		EMERGENCY CONTACT INFORMATION	
				OWNERSHIP		NAME	TELEPHONE
CONSOLIDATED BILLING NO.		NATIONAL ACCOUNT NO		SYSTEM TYPE			
				SERVICE			
SALES REP NAME	Code	BILLING FREQUENCY A S Q M BILLING CYCLE _____		CONNECTION			
Brian Sheedy	6C6			TRANSMISSION			
NATL ACCT MGR	Code	SCHEDULED INSTALL DATE		SUPERVISION		POLICE DEPT	
				MAINTENANCE			
CONTACT NAME		DAY TIME PHONE		ASI RESPONSE		FIRE DEPT	
				MARKET GROUP			

SEE REVERSE OF THIS PAGE FOR MULTIPLE SYSTEM CODING

DO NOT WRITE IN THIS AREA

ADT Security Services, Inc.

Fire Alarm & Security System

COMMERCIAL SALES PROPOSAL/AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.
303		

DATE _____

ADT Security Services, Inc. ("ADT")
210 S. Thompson Ave.
Suite 1
Springdale, AR 72764

Tel. No. 756-0285

To: (Customer Name and Address)
City of Fayetteville
113 W. Mountain Rd.
Fayetteville, AR 72701

Attn: Coy Hurd

Tel. No. 575-8361 ~~757~~

ADT proposes to install or cause to be installed the equipment and furnish the services indicated herein:

QTY	DEVICE DESCRIPTION	ZONE	DEVICE LOCATION
1	Control Panel		
1	8-Point Module		
5	Door Contact		
1	Outdoor Siren		
3	Smoke Detector		
2	Heat Detector		
5	Pull Station		
5	Pull Station Backbox		
5	Horn / Strobe		
2	Strobe Only		
7	Backbox		
1	Sync Module		
1	Labor		
1	Material		
1	Training		

Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; and (c) Customer desires and has contracted for only the equipment and services itemized on this Agreement.

For the sum of $ 14,365.00 payable _____ upon acceptance of this proposal and the balance payable upon completion of the installation and as a precondition to activation of the system and, if applicable, connection to central station or direct connection service. In addition for the service(s) to be provided as indicated above, Customer agrees to pay $ _____ per annum, annually in advance for a period of five years effective from the date service is operative under this agreement. After the five years, this agreement shall be automatically renewable yearly unless terminated by either party upon written notice at least 30 days prior to the anniversary date.

Type of Transaction

☒ Direct Sale (equipment to become property of the Customer upon payment of Selling Price indicated below in full).

☐ System to remain property of ADT.

ADT may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges which have been accrued or may be accrued hereunder.

Services To Be Provided	P - Provided NP - Not Provided (Circle One)	
Central Station Signal Receiving and Notification Service ☒ Fire Alarm ☐ Hold Up Alarm ☒ Burglar Alarm ☐ Duress ☐ Supervisory ☐ Other _____	(P)	~~NP~~
Direct Connection Service To _____	P	NP
Using: ☒ Digital Communicator ☐ Leased Line ☐ Derived Local Channel		
☒ Telephone Charges Not Included in ADT Billing		
Maintenance	P	NP
Inspections	P	NP
Number per Year _____		
Investigator Response ☐ Interior ☐ Exterior	P	NP
Supervised/Scheduled Opening/Closing	P	NP
Opening/Closing Logging	P	NP
Opening/Closing Reports	P	NP
Other _____	P	NP

DO NOT WRITE IN THIS AREA

BUILDING OWNER/AGENT		LEAD SOURCE		PROFILE CODES	
				OWNERSHIP	
CONSOLIDATED BILLING NO.		NATIONAL ACCOUNT NO		SYSTEM TYPE	
				SERVICE	
SALES REP NAME	Code	BILLING FREQUENCY A S Q M		CONNECTION	
Brian Sheely	626	BILLING CYCLE _____		TRANSMISSION	
NATL ACCT MGR	Code	SCHEDULED INSTALL DATE		SUPERVISION	
				MAINTENANCE	
CONTACT NAME		DAY TIME PHONE		ASI RESPONSE	
				MARKET GROUP	

EMERGENCY CONTACT INFORMATION	
NAME	TELEPHONE
POLICE DEPT	
FIRE DEPT	

SEE REVERSE OF THIS PAGE FOR MULTIPLE SYSTEM CODING

DO NOT WRITE IN THIS AREA

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

2003 DBE Goal Update

NA CONTRACT REVIEW

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Ray M. Boudreaux	Airport	Aviation & Economic Development
Name	Division	Department

ACTION REQUIRED: Review and approve 2003 DBE Goal Update

SUMMARY EXPLANATION: The City of Fayetteville / Fayetteville Municipal Airport DBE Goal update for Fiscal Year (FY) 2003 is provided to describe the Airport Projects which are funded in part with Department of Transportation (DOT) / Federal Aviation Administration (FAA) funds, and to determine by the federally prescribed methodology the portion or percentage of those funds targeted for contract award to Disadvantaged Business Enterprises (DBE's) in accordance with Federal Regulations 49 CFR Part 26.

The Goal Update is a prerequisite for Airport Improvement Project (AIP) grant funding for airports which anticipate receiving more than $250,000 in federal funding from the DOT / FAA.

The 2003 DBE Goal Update revises the DBE participation goal in federally funded airport contracts anticipated for the 2003 fiscal year, from that originally described in the airport's previously published DBE Program Plan and successive annual goal updates.

STAFF RECOMMENDATION: Review and approve

Division Head — Date

City Attorney — 5/19/03 Date

Department Director — May 16 2003 Date

Finance & Internal Services Dir. — 5-19-03 Date

Chief Administrative Officer — 5-20-03 Date

Mayor — Date

Received in Mayor's Office 5/19/03 Date PM

Cross Reference:

Previous Ord/Res#: 147-00, 150-01

Orig. Contract Date:

Orig. Contract Number:

New Item: Yes (No)

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT AND APPROVE THE UPDATED FAYETTEVILLE MUNICIPAL AIRPORT DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION GOALS FOR FY2003.

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 approves the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) Program participation goals for FY2003.

PASSED and **APPROVED** this 3rd day of June, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

4500 School Ave., Suite F
Fayetteville, AR 72701
479.718.7842

AVIATION AND ECONOMIC DEVELOPMENT
RAY M. BOUDREAUX, DIRECTOR

TO: Fayetteville City Council

FROM: James L. Nicholson, Financial Coordinator / DBE Liaison

THRU: Ray M. Boudreaux, Director

DATE: May 16, 2003

SUBJECT: Disadvantaged Business Enterprise (DBE) Program Goal Update for FY2003

Background: On October 14, 2000, the Fayetteville City Council approved the Fayetteville Municipal Airport's revised Disadvantaged Business Enterprise Program. The Airport's DBE Program is federally mandated under 49 CFR Part 26 for all Department of Transportation (DOT/FAA) grant recipients which anticipate receiving more than $250,000 in federal funds in the fiscal year. Drake Field anticipates receiving approximately $1.7 million, (Taxiway "A" Extension-USDA Forestry Service firebase project) from the DOT/FAA in FY 2003.

The DBE Program assures that Minority & Women-owned businesses, and other economically disadvantaged small businesses have an equal opportunity, or "level playing field," in competing for Airport procurement contracts.

49 CFR Part 26 requires that our DBE Program Goal be updated annually The Updated Goal describes the overall DBE participation percentage and value of procurement contracts targeted for award to DBE contractors in the fiscal year. The regulation provides the methodology to be used to set contract DBE participation goals.

Purpose: The purpose of this item is a new resolution amending Fayetteville City Council Resolution No. 150-01-00. Resolution No. 150-01 approves the Revised Disadvantaged Business Enterprise Program to be implemented for all DOT/FAA grant assisted contracts entered into by the City of Fayetteville Municipal Airport. The approved program contains the DBE participation goal level in FY 2002.

The new resolution will accept and approve the airport's updated DBE participation goal for FY 2003.

Budget Considerations: No budget effect.

Action Requested: A motion to accept and approve the updated DBE participation Goal for FY 2003, and forward to the Fayetteville City Council.

Staff Recommendation: Review & Approval

/jn
Attachment: FY 2003 Goal Update & Methodology
Resolution 150-01

Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2003 Update

Airport Sponsor: City of Fayetteville
Name of Preparer: James Nicholson, Financial Coordinator
Fayetteville Municipal Airport/Drake Field
4500 S School Ave., Suite F
Fayetteville, AR 72701

Goal Period: 10-1-2003 Thru: 9-30-2003
Overall DBE Goal: For review .73%

Introduction to 2003 DBE Goal update: The City of Fayetteville / Fayetteville Municipal Airport DBE Goal update for Fiscal Year (FY) 2003 is provided to describe the Airport Projects which are funded in part with Department of Transportation (DOT) / Federal Aviation Administration (FAA) funds, and to determine by the federally prescribed methodology the portion or percentage of those funds targeted for contract award to Disadvantaged Business Enterprises (DBE's) in accordance with Federal Regulations 49 CFR Part 26.

The Goal Update is a prerequisite for Airport Improvement Project (AIP) grant funding for airports which anticipate receiving more than $250,000 in federal funding from the DOT / FAA.

The 2003 DBE Goal Update revises the DBE participation goal in federally funded airport contracts anticipated for the 2003 fiscal year, from that originally described in the airport's previously published DBE Program Plan and successive annual goal updates. The FY 2003 Goal Update is effective October 1st, 2002 through September 30th, 2003.

Public Participation and Consultation in the DBE Goal Update process is a requirement under federal regulations at §26.45(g). The updated Goal and Methodology is published for 30 days prior to submittal to the FAA for approval. Comments on the Goal Update are accepted for 45 days after the date of public notification of its availability for public review. Copies of this document were mailed to a number of interested private and public entities for review and comment, (see attachment #1 - list of consulting agencies). Public comments on the updated goal and methodology are incorporated with the submission to the FAA. *Public comments on the proposed FY 2003 Goal were received as of* **insert date**:

Comments on the FY 2003 DBE Goal Update may be submitted to the Fayetteville Municipal Airport's DBE Liaison Officer by phone, writing, fax, or e-mail to the following:

James Nicholson, DBE Liaison Officer
Fayetteville Municipal Airport / Drake Field
4500 South School Ave., Suite F
Fayetteville, AR 72701
479-718-7643
479-718-7646 fax
jnicholson@ci.fayetteville.ar.us

Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2003 Update

OVERALL GOALS (§26.45)

Amount of Goal

Fayetteville Municipal Airport's overall goal for FY 2003 is: **.73%**

Fayetteville Municipal Airport anticipates one AIP (federally funded) project in FY 2003. The estimated project cost is $1,700,000 for Construction of an Extension to taxiway "A". Thus, the projected dollar amount of DBE participation in the project is: ***$ 12,410.00***

Determination of Market Area

Step 1 of the methodology for determining DBE percentage goal requires an assessment of the relative availability of DBE's in the local market area. The local market area is the area which provides, or is most likely to provide, the firms considered qualified to perform the needed work.

We used the most recent Census data available (2001) for Washington County, Arkansas and the four surrounding Arkansas counties, Benton, Crawford, Franklin, and Madison counties. Effectively all contractors for airport improvement work of the nature described in the first section have historically come from the local area, specifically, Washington, Crawford, and Benton County. Except that occasionally a contractor performing ancillary tasks may be recruited from a further distance. However, for the sake of including contractors within a reasonable, feasible range, two other counties bordering Washington County are included in this assessment: Franklin and Madison counties.

A primary condition of concrete pavement work is the distance from the concrete material producer's location to the worksite. Concrete is time limited in its workability before spoilage due to the material's short curing time. Thus, local producers are most apt to provide material for this project. Also, local concrete finishing contractors performing this type work have long established relationships with the local concrete producers.

Our Washington County, Arkansas location, situated in a central valley of the Boston Mountains, also contributes to the insulated climate for this type of construction work. Accessibility to distant concrete producers by trans-state highway is limited by mountain terrain and distances of surrounding rural area.

The available DBE Contractors in Local Market Area are those listed as being certified DBE by the Arkansas State Highway & Transportation Department (AHTD), and listed in AHTD's "Disadvantaged Business Enterprise Directory," published March 5, 2003.

Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2003 Update

Methodology - Step 1

The Fayetteville Municipal Airport / Drake field anticipates awarding one AIP project contract in FY 2003. The project consists of extending Taxiway "A" and associated aircraft apron approximately 1200 ft. south of Taxiway "D" on the east side and parallel to Runway 16/34. This project is identified in the most recent draft of the airport's Conceptual Land Use Plan.

Project No. 1 - Taxiway Extension

NAICS Code	Work Item	DBE's in Local Market Area	All Available Firms
23411	Highway & Street Construction	0	15
23571	Concrete Contractor	1	44
32732	Ready Mix Concrete Mfg	0	12
23531	Electrical Contractors	0	104
23599	Markings (other specialty contractor)	0	36
23593	Excavation contractors	2	57
48411	Trucking, local specialized	1	53
	Totals for this Construction Contract	4	321

Calculation of Base Figure

The base figure is calculated as: the number of available DBE contractors as a percentage of all available contractors in the Local Market Area.

Base Figure = DBE contractors / all contractors

Base Figure = 4 / 321 = 1.24%

Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2003 Update

Methodology - Step 2

Step 2 is an adjustment to the base figure percentage from Step 1 so that the updated goal accurately reflects the actual attainable DBE participation in FY 2003 airport contracts.

Past years DBE accomplishment results data for similar projects are examined and averaged with the base figure to determine the adjusted percentage goal. Only projects comprising like work are used for comparison.

DBE Goal Accomplishments - Historical Information

Year	Goal %	Accomplishment %	Project Type
2000	1.74	0	Access Road Construction
2001	.93	.42	Taxiway / Runway Rehabilitation
Average %	1.34	.21	

Calculation of adjustment to DBE Base Figure

The calculation of the adjusted figure is determined by averaging the base figure and the historical average for like projects.

Base Figure + Historical Avg. / 2 = Adjusted Figure

(1.24 + .21) / 2 = .73

Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2003 Update

Other Factors

Research was conducted to determine if any DBE / small business disparity studies for the region were available. No disparity studies could be located for the region or state.

Research was conducted to determine the number of, and the services provided by, DBE-owned financial institutions in the state. A list of all minority owned banks in the U.S., sorted by state, indicates that there are no minority-owned banks in the state of Arkansas.

The latest U.S. Census Data for hispanic population in the Northwest Arkansas Regional area indicates an increase of 815% from 1990 US Census in 2000. This is indicative of the recent influx of hispanic emigrants to the area. We anticipate that there will eventually be an increase of DBE's corresponding to the increase of local minority population as the new emigrants settle and become established.

No other factors regarding the local DBE environment could be determined to be an influence on the adjusted DBE goal figure.

Breakout of Estimated Race-Neutral and Race-Conscious Participation

In determining what percentage of the 2003 adjusted goal could be met through race-neutral means, we again reviewed historical DBE accomplishments for Fayetteville / Drake Field. FYV has not met its DBE goal in any year since 1997. Therefore, we estimate that in meeting our overall 2003 adjusted goal of .73%, we will obtain 0% from race-neutral participation and .73% from race-conscious measures (e.g. setting contract goals).

Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2003 Update

Attachment #1 - List of Consulting Agencies

ARKANSAS STATE HIGHWAY &
TRANSPORTATION DEPARTMENT
MS. DANA MCCLELLAN
PO BOX 226
LITTLE ROCK AR 72203-2261

ARKANSAS SBDC COLLEGE OF
BUSINESS ADMINISTRATION
100 SOUTH MAIN SUITE 401
LITTLE ROCK AR 72201

SMALL BUSINESS ADVANCEMENT NATIONAL CENTER
UNIVERSITY OF CENTRAL ARKANSAS
COLLEGE OF BUSINESS ADMINISTRATION
UCA BOX 5018201 DONAGHEY AVENUE
CONWAY AR 72035-0001

SMALL BUSINESS ASSOCIATION (SBA)
ARKANSAS DISTRICT OFFICE
JOSEPH T. FOGLIA
2120 RIVERFRONT DRIVE SUITE 100
LITTLE ROCK AR 72202-1794

ARKANSAS STATE CHAMBER OF COMMERCE
410 S CROSS
PO BOX 3645
LITTLE ROCK AR 72203-3645

VETERANS BUSINESS DEVELOPMENT OFFICE
ANDY LAMONICA
ARKANSAS DISTRICT OFFICE
2120 RIVER FRONT DRIVE ROOM 100
LITTLE ROCK AR 72202

ARKANSAS DEPARTMENT OF ECONOMIC DEVELOPMENT
DBE OFFICER
ONE CAPITOL MALL
LITTLE ROCK AR 72201

FAYETTEVILLE CHAMBER OF COMMERCE

Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2003 Update

PO BOX 4216
FAYETTEVILLE AR 72702-4216

AIRPORT MINORITY ADVISORY COUNCIL
SHIRLINGTON GATEWAY
2800 SHIRLINGTON RD. SUITE 940
ARLINGTON VA 22206
PHONE (703) 379-5701 FAX (703) 379-5703

MINORITY BUSINESS DEVELOPMENT AGENCY
TO CONTACT US BY EMAIL: HELP@MBDA.GOV
TO CONTACT US BY PHONE: **(888) 324-1551**

'AMERICAN ASSOC OF AIRPORT EXECUTIVES
DBE OFFICER
601 MADISON STREET
ALEXANDRA VA 22314
703-824-0500 PHONE
703-820-1395 FAX

AIRPORTS COUNCIL INTERNATIONAL-NORTH AMERICA
DBE OFFICER
1775 K STREET NW SUITE 500
WASHINGTON DC 20006
PHONE: 202 293-8500
FAX: 202 331-1362

RESOLUTION NO. 150-01

MICROFILMED

A RESOLUTION TO APPROVE THE DISADVANTAGED BUSINESS ENTERPRISE GOAL UPDATE FOR FISCAL YEAR 2002

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 Disadvantaged Business Enterprise Goal Update for Fiscal Year 2002.

PASSED and APPROVED this the 6 day of November, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM - FINANCIAL OBLIGATION

X AGENDA REQUEST
X CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Kevin Springer	Budget & Research	Finance & Internal Services
Name	Division	Department

ACTION REQUIRED: Contract approval with Maximus, Inc. for a User Fee Study and Cost Allocation Plan Services in the amount of $27,240 and a contingency for $2,760 for a total of $30,000. The contract will provide the City with what it costs to perform current services, identify new revenue sources, and provide a cost allocation plan as well as the software to the City for future updates to be performed by staff.

COST TO CITY:

$30,000.00	$ 30,000.00	User Fee & Cost Allocation Plan
Cost of this request	Category/Project Budget	Program Category / Project Name
1010.1330.5314.00	$ -	Other Capital Improvements
Account Number	Funds Used to Date	Program / Project Category Name
03023.1	$ 30,000.00	General
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Barbara Feed — 5/12/03
Budget Manager — Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Tuttle — 5/12/03
Accounting Manager — Date

Danny Smith — 5/12/03
Internal Auditor — Date

D. J. Whitaker — 5/15/03
City Attorney — Date

Debra Price — ____
Purchasing Manager — Date

STAFF RECOMMENDATION:

____ — ____
Division Head — Date

____ — ____
Department Director — Date

Kevin Arata — 5-12-03
Finance & Internal Services Dir. — Date

Hugh Earnest — 5-12-03
Chief Administrative Officer — Date

Dan Coody — 5/17/03
Mayor — Date

Received in Mayor's Office 5/15/03 FH
Date

Cross Reference:

Previous Ord/Res#: ____

Orig. Contract Date: ____

Orig. Contract Number: ____

New Item: **Yes** **No**

ENTERED 5/21 TLM

Staff Review Form - Page 2

Description _____ Meeting Date June 3, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH MAXIMUS, INC. IN THE AMOUNT OF TWENTY-SEVEN THOUSAND TWO HUNDRED FORTY DOLLARS ($27,240.00) FOR A USER FEE STUDY AND COST ALLOCATION PLAN SERVICES; AND APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS ($2,760.00).

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Maximus, Inc. in the amount of Twenty-Seven Thousand Two Hundred Forty Dollars ($27,240.00) for A User Fee Study and Cost Allocation Plan services.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency in the amount of Two Thousand Seven Hundred Sixty Dollars ($2,760.00).

PASSED and **APPROVED** this 3rd day of June, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: City Council

THRU: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer
Stephen Davis, Finance & Internal Services Director

FROM: Budget & Research

DATE: May 12, 2003

SUBJECT: **Approval of a contract with Maximus, Inc. for a User Fee Study and Cost Allocation Plan Services**

Background

During the 2003 budget process, staff identified the need to have the user fees updated to provide options to City Council for overall funding opportunities. The last user fee study was performed in 1991. Since then, some of the user fees, currently charged by the City, were updated in 1996/1997.

Current Status

This will be the first comprehensive user fee study undertaken by the City since 1991. The information from this study will provide City Council with the full cost of services. A determination can then be made if the City wants to provide the service as a taxpayer provided service (no fee) or a full fee service.

A selection committee met on April 11 to discuss the RFP for a User Fee Study/Cost Allocation Plan. Approval of the RFP resulted in the advertisement being placed in the Arkansas Democrat Gazette. In addition, three leading firms that specialize in this area were mailed RFPs. All advertising/mailings were in accordance with City policies. The City received one response from the RFP from Maximus, Inc.

Additionally, this contract will provide the City with a windows based cost allocation plan that will replace the City's DOS based software package. The new cost allocation software complies with all current federal guidelines.

The current budget for the User Fee Study/Cost Allocation Plan is $25,000. The proposal received from Maximus, Inc. to conduct the study and provide the software is for $27,240. Staff requests adding a contingency of $2,760 for a not to exceed amount of $30,000. The contingency is for two extra public hearings at $1,300 each and funds for advertising the meetings, if needed. The increase in the project budget is from the Budget & Research Division's Salaries & Wages account due to a position vacancy of five months.

Recommendation

The selection committee recommended approval of the contract with Maximus, Inc. for an amount not to exceed $30,000.

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF FAYETTEVILLE, ARKANSAS

THIS AGREEMENT, entered into this _____ day of _____, 200____, and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant"), and City of Fayetteville, Arkansas (hereinafter called the "City"), **WITNESSETH THAT:**

WHEREAS, the City has programs which operates with outside funding, and

WHEREAS, the City supports these programs with support services paid for by City's general funds, and

WHEREAS, outside users will pay a fair share of these costs if supported by an appropriate cost allocation plan or fee study, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the City desires to engage the Consultant to assist in developing a comprehensive user fee cost recovery system.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The City agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The Consultant shall do, perform, and carry out in a good professional manner the following services:

A. Review the City's current cost allocation matrix for appropriateness and make recommendations to improve the cost allocation methodology, bases, and procedures, and make recommendations to improve the process.

B. Perform a comprehensive user fee study including a schedule of current fees and charges, a cost revenue analysis, a determination of the current cost of services delivered, an identification of the unit cost for each service and the revenue potential for each existing fee, an identification of new fees for possible implementation and their associated revenue potential.

C. Design and implement a cost recovery system for use by the City's personal computers.

D. Provide training for City staff in the use of the cost recovery system and provide program technical support for one year following acceptance of the final product.

E. Present findings of study to the City Council and the public at a regularly scheduled Council meeting

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed each year within four (4) months after the notice to proceed by the City, depending upon availability of data and City staff schedules. This contract shall terminate December 31st, 2003

4. **Compensation.** The City agrees to pay the Consultant a sum not to exceed Twenty Seven Thousand Two Hundred Forty Dollars ($27,240) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum. If the Consultant is not required to make the presentation of findings to the City Council as described in paragraph 2E, the City shall be entitled to a fee reduction in the amount of One Thousand Three Hundred Dollars ($1,300).

5. **Method of Payment.** The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. Upon delivery of draft plans, Consultant will invoice the City for $10,370. Upon delivery and presentation of the final user fee study, the Consultant will invoice the City an additional $10,370. Upon the completion of training and delivery the MaxCars cost recovery system, Consultant will invoice the City for $6,500. Payments are due within 30 days of receipt of each invoice.

6. **Changes.** The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by the City.** The City shall furnish the Consultant with space and all available necessary information, data, and materials pertinent to the execution of this agreement. The City shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate staff for liaison with the Consultant and other agencies of City government.

8. **Termination of Agreement for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the City shall thereupon have the right to terminate this agreement

with cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. **Information and Reports.** The Consultant shall, at such time and in such form as the City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and a set of copies of proposed and executed plans and claims and other information relative to the project as may be requested by the City. The Consultant shall furnish the City, upon request, with copies of all documents and other materials prepared or developed in conjunction with or as part of the project.

10. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The City shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

11. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the City.

12. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the City may have under this contract may be waived in writing by the City by a formal waiver, if, in the judgement of the City, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. **City Not Obligated to Third Parties.** The City shall not be obligated or liable hereunder to any party other than the Consultant.

16. **Indemnity.** Consultant shall indemnify and save harmless the City against any and all claims, demands, suits or judgements for sums of money to any party for injury or damages to persons or property growing out of, resulting from or by reason of any negligent acts or omissions by the Consultant, its agents, servants

or employees while engaged upon or in connection with the services required or performed by the Consultant hereunder. Consultant shall additionally indemnify and hold the City harmless from any and all claims and/or liens for labor, service, or materials furnished to the Consultant in connection with the performance of the Consultant's obligation under this agreement.

17. **When Rights and Remedies Not Waived.** In no event shall the making by the City of any payment to the Consultant constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of any such breach or default exists shall in no way impair or prejudice any right or remedy available to the City in respect to such breach or default.

18. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in work shall be fully qualified to perform such services.

19. **Litigation.** By entering this agreement Consultant waives jurisdiction and venue and submits to the jurisdiction of the City of Fayetteville, Arkansas, regardless of Consultants residence or domicile. Consultant agrees that said court shall be the exclusive jurisdiction for any suits, actions, claims or demands arising out of or in connection with this agreement.

20. **Consultant Liability if Audited.** The Consultant will assume all financial and statistical information provided to be accurate and complete. Any subsequent litigation or disallowance of funds paid to the City under the user fee plan is the sole responsibility of the City.

21. **Copyrighted Materials.** Consultant's report developed pursuant to this contract shall be provided to Client. Copies shall be retained by Consultant. Client acknowledges that the report format to be provided by Consultant is copyrighted. Consultant shall insure that all copies of its report bear the copyright legend. Client agrees that the right, title and interest in and to the copyright materials lies with the Consultant. Client may use the report solely for and on behalf of the Client's operations to maintain accounting records and/or to monitor program costs against state or federal budgetary ceilings. Client agrees not to reproduce, publish, use or otherwise distribute the report except as provided by this contract. Client further agrees that it will take appropriate action by instruction, agreement or otherwise with its employees to satisfy its obligations with respect to use, copying, protection and security of the report format. Consultant shall retain all records related to this contract for three (3) years following termination, during which the Client has the right to audit such records at its election.

22. **Assignment.** The parties hereby agree that Consultant may assign, convey or transfer its interest, rights and duties in this Agreement to an affiliated

company or its parent company which succeeds to substantially all of the business of the Consultant.

23. **Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

City of Fayetteville
c/o Kevin Springer
113 West Mountain Street
Fayetteville, Arkansas 71701

Payment Address:
MAXIMUS, INC.
P.O. Box 791188
Baltimore, Maryland 21279-1188

Correspondence Address:
MAXIMUS INC.
940 North Tyler Road
Suite #204
Wichita, Kansas 67212

IN WITNESS WHEREOF, the City and the Consultant have executed this agreement as of the date first written above.

CITY OF FAYETTEVILLE

Signature: _____

Name: _____

Title: _____

MAXIMUS, INC

Signature: _____

Name: Jerry McKenzie

Title: Vice President

MAXIMUS
HELPING GOVERNMENT SERVE THE PEOPLE®

May 15, 2003

Stephen Davis
Finance & Internal Services Director
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Davis:

Per the request of Kevin Springer, enclosed please find two signed original User Fee & Cost Allocation Plan contracts for the June 3rd City Council meeting.

If you have any questions, or require additional information from us, don't hesitate to contact me.

Sincerely,

MAXIMUS Inc.

Bret Schlyer
Manager – Cost Allocation Services
bretschlyer@maximus.com
316-729-0732

cc: Kevin Springer – City of Fayetteville

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES FOR
THE CITY OF FAYETTEVILLE, ARKANSAS**

THIS AGREEMENT, entered into this _____ day of _____, 200____, and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant"), and City of Fayetteville, Arkansas (hereinafter called the "City"), **WITNESSETH THAT:**

WHEREAS, the City has programs which operates with outside funding, and

WHEREAS, the City supports these programs with support services paid for by City's general funds, and

WHEREAS, outside users will pay a fair share of these costs if supported by an appropriate cost allocation plan or fee study, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the City desires to engage the Consultant to assist in developing a comprehensive user fee cost recovery system.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The City agrees to engage the Consultant and the Consultant hereby agrees to perform the following services..

2. **Scope of Services.** The Consultant shall do, perform, and carry out in a good professional manner the following services:

A. Review the City's current cost allocation matrix for appropriateness and make recommendations to improve the cost allocation methodology, bases, and procedures, and make recommendations to improve the process.

B. Perform a comprehensive user fee study including a schedule of current fees and charges, a cost revenue analysis, a determination of the current cost of services delivered, an identification of the unit cost for each service and the revenue potential for each existing fee, an identification of new fees for possible implementation and their associated revenue potential.

C. Design and implement a cost recovery system for use by the City's personal computers.

D. Provide training for City staff in the use of the cost recovery system and provide program technical support for one year following acceptance of the final product.

E. Present findings of study to the City Council and the public at a regularly scheduled Council meeting

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed each year within four (4) months after the notice to proceed by the City, depending upon availability of data and City staff schedules. This contract shall terminate December 31st, 2003

4. **Compensation.** The City agrees to pay the Consultant a sum not to exceed Twenty Seven Thousand Two Hundred Forty Dollars ($27,240) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum. If the Consultant is not required to make the presentation of findings to the City Council as described in paragraph 2E, the City shall be entitled to a fee reduction in the amount of One Thousand Three Hundred Dollars ($1,300).

5. **Method of Payment.** The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. Upon delivery of draft plans, Consultant will invoice the City for $10,370. Upon delivery and presentation of the final user fee study, the Consultant will invoice the City an additional $10,370. Upon the completion of training and delivery the MaxCars cost recovery system, Consultant will invoice the City for $6,500. Payments are due within 30 days of receipt of each invoice.

6. **Changes.** The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by the City.** The City shall furnish the Consultant with space and all available necessary information, data, and materials pertinent to the execution of this agreement. The City shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate staff for liaison with the Consultant and other agencies of City government.

8. **Termination of Agreement for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the City shall thereupon have the right to terminate this agreement

with cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. **Information and Reports.** The Consultant shall, at such time and in such form as the City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and a set of copies of proposed and executed plans and claims and other information relative to the project as may be requested by the City. The Consultant shall furnish the City, upon request, with copies of all documents and other materials prepared or developed in conjunction with or as part of the project.

10. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The City shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

11. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the City.

12. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the City may have under this contract may be waived in writing by the City by a formal waiver, if, in the judgement of the City, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. **City Not Obligated to Third Parties.** The City shall not be obligated or liable hereunder to any party other than the Consultant.

16. **Indemnity.** Consultant shall indemnify and save harmless the City against any and all claims, demands, suits or judgements for sums of money to any party for injury or damages to persons or property growing out of, resulting from or by reason of any negligent acts or omissions by the Consultant, its agents, servants

or employees while engaged upon or in connection with the services required or performed by the Consultant hereunder. Consultant shall additionally indemnify and hold the City harmless from any and all claims and/or liens for labor, service, or materials furnished to the Consultant in connection with the performance of the Consultant's obligation under this agreement.

17. **When Rights and Remedies Not Waived.** In no event shall the making by the City of any payment to the Consultant constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of any such breach or default exists shall in no way impair or prejudice any right or remedy available to the City in respect to such breach or default.

18. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in work shall be fully qualified to perform such services.

19. **Litigation.** By entering this agreement Consultant waives jurisdiction and venue and submits to the jurisdiction of the City of Fayetteville, Arkansas, regardless of Consultants residence or domicile. Consultant agrees that said court shall be the exclusive jurisdiction for any suits, actions, claims or demands arising out of or in connection with this agreement.

20. **Consultant Liability if Audited.** The Consultant will assume all financial and statistical information provided to be accurate and complete. Any subsequent litigation or disallowance of funds paid to the City under the user fee plan is the sole responsibility of the City.

21. **Copyrighted Materials.** Consultant's report developed pursuant to this contract shall be provided to Client. Copies shall be retained by Consultant. Client acknowledges that the report format to be provided by Consultant is copyrighted. Consultant shall insure that all copies of its report bear the copyright legend. Client agrees that the right, title and interest in and to the copyright materials lies with the Consultant. Client may use the report solely for and on behalf of the Client's operations to maintain accounting records and/or to monitor program costs against state or federal budgetary ceilings. Client agrees not to reproduce, publish, use or otherwise distribute the report except as provided by this contract. Client further agrees that it will take appropriate action by instruction, agreement or otherwise with its employees to satisfy its obligations with respect to use, copying, protection and security of the report format. Consultant shall retain all records related to this contract for three (3) years following termination, during which the Client has the right to audit such records at its election.

22. **Assignment.** The parties hereby agree that Consultant may assign, convey or transfer its interest, rights and duties in this Agreement to an affiliated

company or its parent company which succeeds to substantially all of the business of the Consultant.

23. **Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

City of Fayetteville
c/o Kevin Springer
113 West Mountain Street
Fayetteville, Arkansas 71701

Payment Address:
MAXIMUS, INC.
P.O. Box 791188
Baltimore, Maryland 21279-1188

Correspondence Address:
MAXIMUS INC.
940 North Tyler Road
Suite #204
Wichita, Kansas 67212

IN WITNESS WHEREOF, the City and the Consultant have executed this agreement as of the date first written above.

CITY OF FAYETTEVILLE

Signature: _____

Name: _____

Title: _____

MAXIMUS, INC

Signature: _____

Name: Jerry McKenzie

Title: Vice President

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF FAYETTEVILLE, ARKANSAS

THIS AGREEMENT, entered into this _____ day of _____, 200____, and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant"), and City of Fayetteville, Arkansas (hereinafter called the "City"), **WITNESSETH THAT:**

WHEREAS, the City has programs which operates with outside funding, and

WHEREAS, the City supports these programs with support services paid for by City's general funds, and

WHEREAS, outside users will pay a fair share of these costs if supported by an appropriate cost allocation plan or fee study, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the City desires to engage the Consultant to assist in developing a comprehensive user fee cost recovery system.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The City agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The Consultant shall do, perform, and carry out in a good professional manner the following services:

A. Review the City's current cost allocation matrix for appropriateness and make recommendations to improve the cost allocation methodology, bases, and procedures, and make recommendations to improve the process.

B. Perform a comprehensive user fee study including a schedule of current fees and charges, a cost revenue analysis, a determination of the current cost of services delivered, an identification of the unit cost for each service and the revenue potential for each existing fee, an identification of new fees for possible implementation and their associated revenue potential.

C. Design and implement a cost recovery system for use by the City's personal computers.

D. Provide training for City staff in the use of the cost recovery system and provide program technical support for one year following acceptance of the final product.

E. Present findings of study to the City Council and the public at a regularly scheduled Council meeting

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed each year within four (4) months after the notice to proceed by the City, depending upon availability of data and City staff schedules. This contract shall terminate December 31st, 2003

4. **Compensation.** The City agrees to pay the Consultant a sum not to exceed Twenty Seven Thousand Two Hundred Forty Dollars ($27,240) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum. If the Consultant is not required to make the presentation of findings to the City Council as described in paragraph 2E, the City shall be entitled to a fee reduction in the amount of One Thousand Three Hundred Dollars ($1,300).

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940 North Tyler Road
Suite #204
Wichita, Kansas 67212

IN WITNESS WHEREOF, the City and the Consultant have executed this agreement as of the date first written above.

CITY OF FAYETTEVILLE

Signature: _____

Name: _____

Title: _____

MAXIMUS, INC

Signature: _____

Name: Jerry McKenzie

Title: Vice President

STAFF REVIEW FORM - FINANCIAL OBLIGATION

X AGENDA REQUEST
___ CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Rick Hoyt	Police	Police
Name	Division	Department

ACTION REQUIRED: City Council accept 2003 Juvenile Accountability Incentive Block Grant in the amount of $30,562.00 and adopt a budget adjustment recognizing the grant and matching funds.

COST TO CITY:

$33,958.00	$ 81,312.00	Patrol and Warrant
Cost of this request	Category/Project Budget	Program Category / Project Name
1010-2940-5201.00	$ 53,899.00	Patrol materials and supplies
Account Number	Funds Used to Date	Program / Project Category Name
	$ 27,413.00	General
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ___ Budgeted Item X Budget Adjustment Attached

Budget Manager — 5/15/03 Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — 5/15/03 Date
Internal Auditor — 5/15/03 Date
City Attorney — 5/15/03 Date
Purchasing Manager — Date

STAFF RECOMMENDATION: Council adopt budget adjustment and accept the 2003 JAIBG.

Division Head — Date
Department Director — 5/15/03 Date
Finance & Internal Services Dir. — 5-16 03 Date
Chief Administrative Officer — 5-18-03 Date
Mayor — 5/19/03 Date

Received in Mayor's Office 5/15/03 Date pA

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item: Yes No

ENTERED

Staff Review Form - Page 2

Description _____ Meeting Date June 3, 2003

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT (JAIBG) TO FUND D.A.R.E AND D.A.R.E. PLUS PROGRAMMING, GANG RESISTANCE TRAINING, AND SOFTWARE AND TRAINING TO CONDUCT THREAT ASSESSMENTS FOR THE SCHOOL POPULATION; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF THIRTY-THREE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS ($33,958.00) TO RECOGNIZE THE GRANT REVENUE AND APPROPRIATE THE MATCHING FUNDS.

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 a Juvenile Accountability Incentive Block Grant (JAIBG) to fund D.A.R.E and D.A.R.E. Plus programming, Gang Resistance Training, and software and training to conduct threat assessments for the school population.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of Thirty-Three Thousand Nine Hundred Fifty-Eight Dollars ($33,958.00) to recognize the grant revenue and appropriate the matching funds.

PASSED and **APPROVED** this 3rd day of June, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Rick Hoyt, Chief of Police RH MER

DATE: May 13, 2003

SUBJECT: Acceptance of the Juvenile Accountability Incentive Block Grant

Background
The City of Fayetteville has participated in the Juvenile Accountability Block Grant Program for the past three years. These grants have provided 90% of the funding for the following juvenile crime prevention programs; one School Resource Officer in 2000; enhancement of the Drug Abuse Resistance Education (D.A.R.E.) program by providing training and supplies; purchase equipment to help prevent underage drinking in 2001 and child identification equipment and supplies in 2002. This grant allows us to train and equip officers with items that tend to get cut from budgets when our tax base will only support the essentials.

Current Status
The Fayetteville Police Department provides D.A.R.E. to both 5th and 7th Grade students. The current grant application will continue to enhance our D.A.R.E. program by providing supplies and training for additional officers and enhance our community policing efforts in preventing underage drinking and drug use. Also, this grant will allow two additional officers to receive the Gang Resistance Education and Training Instructor Certification Program to train other members of the Police Department. This grant will provide supplies to begin an after school program using the D.A.R.E. Plus program for 5th and 6th grade students. Finally, the grant will provide funds to purchase software and training to enhance our skills in conducting threat assessments for the school population.

The acceptance of this grant relates to several of the Fayetteville Vision 2020 Guiding Principals. Financially Sustainable City Government (#4) as this is the fourth year the grant has funded up to ninety percent of the cost of the programs offered by the police department to the Fayetteville Schools. Due to the benefits the students gain from the programs teaching resistance to drug, alcohol and gang related activities, Fayetteville is a safer community (#10) and more specifically this grant provides a safer environment for our students and teachers at elementary and middle school locations (#11).

Recommendation
It is recommended City Council approve a budget adjustment accepting the JAIBG in the amount of $30,562 and appropriate the matching funds of $3,396.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Police Division: Police Program: Patrol	Date Requested	Adjustment Number
2003		5/14/2003	

Project or Item Requested:

Recognize the Juvenile Accountability Incentive Block Grant in the amount of $30,562.00 and appropriate the matching funds of $3,396.00. These funds will be used to purchase supplies for D.A.R.E. and D.A.R.E. Plus, as well as two officers receiving instructor certification in Gang Resistance Education.

Project or Item Deleted:

None.

Justification of this Increase:

This grant will allow the Department to enhance the D.A.R.E. programs for the 4th, 5th and 7th grade students; provide D.A.R.E. Plus which is an after school or summer program for 5th & 6th grade students; train the trainer in the course Gang Resistance Education and purchase software and training to conduct threat assessments as needed.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number
Minor equipment	1010	2940	5210	00	6,000	
Crime Prevention Supplies	1010	2940	5201	00	5,998	
Software	1010	2940	5209	00	3,500	
Travel & Training	1010	2940	5304	00	18,460	

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number
Crime prevent/invest supp	1010	2940	5201	00	3,396	
Federal grants	1010	0001	4309	00	30,562	

Approval Signatures

	Date
Requested By	
Budget Manager	5/15/03
Department Director	5/15/03
~~Administrative~~ Services Director (Finance + Internal)	5-16-03
Mayor	

Budget Office Use Only

Type: A B C D E

	Date	Initial
Date of Approval		
Posted to General Ledger		
Posted to Project Accounting		
Entered in Category Log		

Arkansas Department of Human Services
Division of Youth Services

Donaghey Plaza South, 5th Floor
P.O. Box 1437, Slot S-501
Little Rock, Arkansas 72203-1437
Telephone (501) 682-8654 Fax (501) 682-1351 TDD (501) 682-1344

May 12, 2003

Mayor Dan Coody
City of Fayetteville
113 W. Mountain St.
Fayetteville AR 72701

RECEIVED
MAY 12 2003
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Dear Mayor Coody:

The enclosed Statement of Subgrant Award packet is the official notification that the City of Fayetteville has been approved for the Juvenile Accountability Block Grant. The subgrant award is **$30,562.00** and covers the period beginning 03-01-03 through 06-30-04.

The award packet includes (1) Statement of Subgrant Award; (2) Request for Funds Form; (3) Audit Requirements; (4) Monthly Report Forms for the Subgrant Period; and (5) Implementation Report. Because the subgrant file must contain a copy of each of these items, please notify this office immediately if any of these items have been omitted.

Return the signed original Statement of Subgrant Award form to the JJDP office within 10 days from the date of this letter and retain a copy for your file. **Please be advised all original documents must be signed in blue ink.**

Your subgrant has been assigned the number **JF-2222**. Please refer to this number on all correspondence and documents related to the Subgrant.

If you have any questions about your subgrant and the conditions of the subgrant, please contact Cheryl Moten, Juvenile Justice Specialist, at (501) 682-1708.

Sincerely,

Barbara Marsac
Assistant Director Programs and Compliance

cc: Doyle Herndon, Director
Elbert Grimes, Administrator for Program Development

Enclosures

BM:cm

Arkansas Department of Human Services
Division of Youth Services
STATEMENT OF SUBGRANT AWARD

GRANTEE NAME & ADDRESS
Arkansas Department of Human Services
Division of Youth Services/JJDP Unit, Slot 503
P.O. Box 1437
Little Rock, AR 72203-1437

_____ Original
_____ Supplemental

Pursuant to authority of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, and in response to your subgrant application, the Arkansas Juvenile Advisory Group, has approved the subgrant described below.

1. Subgrantee Name & Address (including Zip Code): City of Fayetteville 113 W. Mountain St. Fayetteville, AR 72701	2. Subgrant Award Number:JF-2222 3. Fund Year:2002 4. Subgrant Period:03-01-03 -06-30-04 5. State Program Designator: 6. Standard Program Area: 7. Date Approved:05-02-04 8. Project Director:Cpt. Frank Johnson 10.Project Authorized Official:Dan Coody, Mayor
9. Project Title: City of Fayetteville	

PROJECT COST CATEGORY		Total Project	COMMENTS:
11. Personnel:	Salary		
	Fringe		
	Travel (Staff)	$16,614.00	
12. Professional Services			
13. Travel (Services)			
14. Equipment		$5,400.00	
15. Materials and Supplies			
16. Other Operating Expenses		$8,548.00	
17. TOTAL APPROVED		$30,562.00	

18. This subgrant is subject to general and special subgrant conditions and rules for the administration of subgrants. The above subgrant project is approved and subject to conditions or limitations as set forth on the SUBGRANT AWARD CONTINUATION SHEET (DHS-1343) ENCLOSED.

19. STATEMENT OF THE DIVISION OF YOUTH SERVICES AWARD: Federal funds as hereby obligated for the program described by the subgrantee in the attachments of this subgrant award. AWARDED BY: Doyle Herndon Signature of Division Director Doyle Herndon Typed Name Date 5-7-03	20. SUBGRANTEE ACCEPTANCE OF SUBGRANT. I accept the subgrant and all modifications, general and special conditions, and the requirements contained in the attachments of this subgrant award. ACCEPTED BY: _____ Signature of Authorized Official Dan Coody, Mayor Typed Name and Title of Authorized Official Date _____

DHS-1343 (R. 1/99)

City of Fayetteville Police Department

Maintenance and General Operation:

GREAT workbooks	0.95	600	$570.00
Awards for students	3.88	600	$2,328.00
Gang Violence Videos			$500.00
DARE P.L.U.S. hand-out information	200	2	$400.00
Student Awards	400	5	$2,000.00
Refreshments			$200.00
Mosaic Threat Assessment System Software	1	3500	$3,500.00
Sub-total Maintenance and General Operation:			$9,498.00

Conference Fees and Travel:

Train 5 officers to instruct Gang Resistance Education and Training (GREAT)			
Airfare	5	500	$2,500.00
Per Diem per person	5	254	$1,270.00
Ground transportation	5	50	$250.00
Train 2 officers as Certified DARE Officers to instruct Parent Program			
Airfare	2	500	$1,000.00
Per Diem	2	250	$500.00
Ground Transportation	2	50	$100.00
Lodging	2	400	$800.00
Train 2 officers to implement DARE P.L.U.S.			
Airfare	2	500	$1,000.00
Per Diem	2	250	$500.00
Lodging	2	250	$500.00
DARE officer/SRO certification			
Tuition Fees	3	300	$900.00
Per Diem	3	380	$1,140.00
Mosaic Threat Assessment System Training			
Airfare	2	750	$1,500.00
Per Diem	2	250	$500.00
Lodging	2	500	$1,000.00
Tuituion	2	2000	$5,000.00
Sub total Conference Fees and Travel			$18,460.00

Equipment

Dell Laptop Computer, docking station & printer	$4,000.00
Laptop Computer	$2,000.00
Sub-total equipment	$6,000.00
Total Budget	$33,958.00

Arkansas Department of Human Services

Division of Youth Services

Donaghey Plaza South, 5th Floor
P.O. Box 1437, Slot S-501
Little Rock, Arkansas 72203-1437
Telephone (501) 682-8654 Fax (501) 682-1351 TDD (501) 682-1344

Arkansas Department of Human Services **Division of Youth Services** **P.O. Box 1437 JJDP Unit Slot 503** **Little Rock, AR 72203-1437**	Implementation Report (Revised 2/03)
From (name and address of subgrantee)	Subgrant Number Date of Report
Date of Subgrant Acceptance: 03-01-03	Date of Actual Implementation:

Describe efforts taken to implement this project and how youth receiving services through this subgrant will be tracked and/or identified. **(this report must be returned within ninety days after the acceptance of the subgrant award with grant number and mailing address listed above)**

Signature of Project Director

DHS-1350 (3/98)

The Department of Human Services is in compliance with Titles VI and VII of the Civil Rights Act

Arkansas Department of Human Services
Division of Youth Services/JJDP Unit, Slot 503
P.O. Box 1437
Little Rock, AR 72203-1437
SUBGRANTEE REQUEST FOR FUNDS

1. Subgrant Period 03-01-03 - 06-30-04

2. From (name, address)

3. Subgrant Number	4. Date of Request	5. Request No.

6. Type of Request

_____ MONTHLY
_____ TOTAL AWARD
_____ OTHER (Specify)

To: Arkansas Department of Human Services
Division of Youth Services/JJDP Unit, Slot 503
P.O. Box 1437
Little Rock, AR 72203-1437 Telephone: (501) 682-9685

7. A reimbursement of funds as indicated below is hereby requested to cover expenditures for the period_____ through_____ calculated as follows:

		DYS USE ONLY
7a. Reimbursement of funds is being requested for the following expenditures		
Salary		
Fringe		
Travel (Staff)		
Professional Serv.		
Travel (Services)		
Materials & Supplies		
Other Operating Expense		
8. Cash reimbursement:		
9. Total reimbursements received from start of subgrant to date: (Line 2 on Sparks report)		
10. Total cash expenditures from start of subgrant to date: (Line 5 on Sparks Report)		
11. Total cash on hand at present (9 minus 10): (Line 6 on Sparks Report)		
12. Cash request (8 minus 11):		

13. Submitted by:_____ _____ _____
Authorized Official's Signature Title Date
PLEASE USE BLUE INK*

FOR DYS ONLY

14. _____ A reimbursement of funds in the amount of $_____ is approved.
15. _____ The request for funds is denied for the reasons shown on the attached letter.

16. Reviewed by_____ Date_____

Cost Center:								
	Approp	Char	Fund	Alloc	Act	Sec	Unit	Elem	Prg. Code

Arkansas Department of Human Services
Division of Youth Services
SPARKS REPORT - Part 1
Report of Expenditures

Subgrant Award Number:
Subgrantee:
State Program Designator:

Subgrant Start:03-01-03
Subgrant End: 06-30-04
Month Ending:

Report Type: Monthly _X_ Final ____

I. EXPENDITURES BY BUDGET CATEGORY

Category	Budgeted	Total Expended Previously	Total Expended This Month	Total Expended To Date	Cash Match Monthly	Cash Match YTD
Personnel						
Salary						
Fringe						
Travel						
Professional Service						
Travel (Services)						
Equipment						
Materials & Supplies						
Other Operating Exp.						
Totals						

II. STATUS OF SUBGRANT

1. Total Subgrant Award _____
2. Total Disbursements _____
   (Line 9 on Fund Request)
3. Balance Available _____

4. Total Expended This Month _____
5. Total Expended To Date _____
   (Line 10 on Fund Request)
6. Unexpended Federal Funds _____
   (2 minus 5)

CERTIFICATION: I certify that this report presents actual receipts and actual expenditures of funds for the month covered.

_____ _____
Authorized Official Date

Arkansas Department of Human Services
Division of Youth Services
SPARKS REPORT - Part II
Expenditure Description Report

Name and address of subgrantee	Subgrant Number _____	Subgrant Period: 03-01-03 - 06-30-04
	Month Covered:	

Discription of Expenditures	Amount(s)
A. personnel (name, title gross salary, benefits, staff travel-# miles x rate	
B. Professional services (firm, services provided, cost)	
C. Travel	
D. Equipment (item description, cost serial #, date of purchase	
E. Materials and Supplies (office supplies, etc.)	
F. Other operating Expenses (telephone, postage, etc.)	
Total Expenditures	

_____ _____
Signature of Authorized official Date

DHS-1344 (R. 2/00)

Division of Youth Services
SUBGRANT ACTIVITY REPORT
PART III

Name of Subgrantee

Subgrant No:

Subgrant Period
03-01-03 -06-30-04

Month Covered
From_____to_____

1. List any task completed this month to meet the project's measurable objectives.
(If additional space is needed, add additional pages.)

2. If the objectives are not being progressively met, please provide an explanation.

3. List any new or revised tasks which need to be accomplished to meet the subgrant objectives.

4. Describe any other activity which may cause a problem in accomplishing the tasks by the end of the subgrant period.

_____ _____
Signature of Project Director Date Signed

STAFF REVIEW FORM - FINANCIAL OBLIGATION

X AGENDA REQUEST
____ CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Rick Hoyt	Police	Police
Name	Division	Department

ACTION REQUIRED: City Council accept the Local Law Enforcement Block Grant in the amount of $32,217.00 and approve a budget adjustment recognizing the grant revenue and appropriating the matching funds of $3,580.00. These funds will be used to replace the Police Department's ruggedized laptop computers.

COST TO CITY:

$35,797.00	$ 429,935.00	Minor Eq/ Computer replacement
Cost of this request	Category/Project Budget	Program Category / Project Name
4470-9470-5210.00	$ 76,341.00 60,~~637.00~~	Public Safety Computer System
Account Number	Funds Used to Date	Program / Project Category Name
03004	$ 353,686.00 369,~~298.00~~	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ____ Budgeted Item X Budget Adjustment Attached

Patricia Lee — 5/14/03
Budget Manager — Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fortune — 5/14/03
Accounting Manager — Date

Terry Smith — 5/14/03
Internal Auditor — Date

D. Jeff White — 5/15/03
City Attorney — Date

____ — ____
Purchasing Manager — Date

STAFF RECOMMENDATION: Accept Local Law Enforcement Block Grant and approve budget adjustment.

____ — ____
Division Head — Date

Rick Hoyt — 5-14-03
Department Director — Date

Kyle Smith — 5-16-03
Finance & Internal Services Dir. — Date

Hugh Tennent — 5-18-03
Chief Administrative Officer — Date

Dan Coody — 5/19/03
Mayor — Date

Received in Mayor's Office 5/15/03 P.H
Date

Cross Reference:

Previous Ord/Res#: ____

Orig. Contract Date: ____

Orig. Contract Number: ____

New Item: Yes No

ENTERED

Staff Review Form - Page 2

Description Accept Local Law Enforcement Block Grant Meeting Date June 3, 2003

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE PURCHASE OF RUGGEDIZED LAPTOP COMPUTERS, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF THIRTY-FIVE THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS ($35,797.00) TO RECOGNIZE THE GRANT REVENUE AND APPROPRIATE THE MATCHING FUNDS.

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 a Local Law Enforcement Block Grant (LLEBG) from the U.S. Department of Justice for the purchase of ruggedized laptop computers.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of Thirty-Five Thousand Seven Hundred Ninety-Seven Dollars ($35,797.00) to recognize the grant revenue and appropriate the matching funds.

PASSED and **APPROVED** this 3rd day of June, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and Members of the City Council

FROM: Rick Hoyt, Chief of Police

DATE: May 13, 2003

SUBJECT: Acceptance of Local Law Enforcement Block Grant

BACKGROUND

The Fayetteville Police Department has been utilizing Local Law Enforcement Block Grants (LLEBG) since 1996. These grants were used to hire a Bicycle Officer, School Resource Officers, purchase computer equipment, and support the In-Car video project. The amount of these grant awards is determined by the Department of Justice utilizing a formula, which includes population and crime rate among other factors.

CURRENT SITUATION

The current grant amount is $32,217.00 with a matching requirement of $3,580 for a total of $35,797.00. This grant will be utilized to purchase ruggedized laptop computers. These computers will used by the patrol division of the Police Department and will allow officers to connect with federal, state and local data bases for information concerning outstanding warrants, stolen property and individuals.

RECOMMENDATION

The recommendation is for the City Council to approve a budget adjustment accepting the LLEBG and appropriating the matching funds. This recommendation supports Fayetteville Vision 2020 Guiding Principle number 4 (Financially Sustainable City Government Providing Top Quality, Responsive Services) and number 10 (Reputation as a "Safe Community).

City of Fayetteville, Arkansas
Budget Adjustment Form

Local Law Enforcement
A.8. Page 5

Budget Year	Department: Police Division: Police Program: Patrol	Date Requested	Adjustment Number
2003		5/5/2003	

Project or Item Requested:

Recognize the Local Law Enforcement Block Grant in the amount of $32,217.00 and appropriate the matching funds of $3,580.00. These funds will be used to purchase ruggedized laptops for the patrol vehicles.

Project or Item Deleted:

None.

Justification of this Increase:

This grant will allow the Department to purchase approximately eight of the laptops needed to upgrade our current system located in the patrol vehicles

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number
Minor equipment	4470	9470	5210	00	35,797	03004 1

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number
Minor equipment	4470	9470	5210	00	3,580	03004 1
Federal grants	4470	0947	4309	00	32,217	

Approval Signatures

	Date
Requested By	
Barbara Lee	5/14/03
Budget Manager	Date
	5-19-03
Department Director	Date
~~Administrative~~ Finance + Internal Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

	Date	Initial
Date of Approval		
Posted to General Ledger		
Posted to Project Accounting		
Entered in Category Log		

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

AWARD

	OJP	x BJA	OJJDP	x GRANT	PAGE 1 OF 7
	BJS	NIJ	OVC	COOPERATIVE AGREEMENT	

CHECK APPROPRIATE BOX

1. GRANTEE NAME AND ADDRESS (Including Zip Code)
Fayetteville City
113 W Mountain St.
Fayetteville, AR 72701-0113

4. AWARD NUMBER: 2002-LB-BX-2703

5. PROJECT PERIOD: FROM 10/01/2001 TO 09/30/2003

BUDGET PERIOD: FROM 10/01/2001 TO 09/30/2003

1A. GRANTEE IRS/VENDOR NO. 716018462

6. AWARD DATE 07/25/2002

7. ACTION
x Initial
Supplemental

2. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

8. SUPPLEMENT NUMBER

2A. SUBGRANTEE IRS/VENDOR NO.

9. PREVIOUS AWARD AMOUNT $0.00

3. PROJECT TITLE
FY 2002 Local Law Enforcement Block Grants

10. AMOUNT OF THIS AWARD $32,217

11. TOTAL AWARD $32,217

12. SPECIAL CONDITIONS (Check, if applicable)

x THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED 6 PAGES

13. STATUTORY AUTHORITY FOR GRANT

TITLE 1 OF THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968.
42 U.S.C. 3701, ET. SEQ., AS AMENDED

TITLE 2 OF THE JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT OF 1974
42 U.S.C. 5601, ET. SEQ., AS AMENDED

VICTIMS OF CRIME ACT OF 1984, 42 U.S.C. 10601, ET. SEQ., PUBLIC LAW 98-473, AS AMENDED

x OTHER (Specify): Fiscal Year 2002, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 107-77)

14. FUTURE FISCAL YEAR(S) SUPPORT:

SECOND YEAR'S BUDGET PERIOD: N/A
AMOUNT OF FUNDS: N/A TYPE OF FUNDS:
THIRD YEAR'S BUDGET PERIOD: N/A
AMOUNT OF FUNDS: N/A TYPE OF FUNDS:

15. METHOD OF PAYMENT

THE GRANTEE WILL RECEIVE CASH VIA A LETTER OF CREDIT — YES x NO

[redacted] AGENCY APPROVAL [redacted] [redacted] GRANTEE ACCEPTANCE [redacted]

16. TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL
Richard Nedelkoff
Director
Bureau of Justice Assistance

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Dan Coody
Mayor

17. SIGNATURE OF APPROVING OJP OFFICIAL

19. SIGNATURE OF AUTHORIZED GRANTEE 19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS
X	B	LI	80	00	00	

21. L18M14

L102U02703

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP x BJA OJJDP
BJS NIJ OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION SHEET

x GRANT
COOPERATIVE AGREEMENT

PROJECT NUMBER: 2002-LB-BX-2703 AWARD DATE 07/25/2002

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient agrees to comply with the organizational audit requirements of OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP's Financial Guide, Chapter 19.
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR 42.302), that is approved by the Office of Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
4. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds, pursuant to section 101(g) of H.R. 728, 104th Cong. (1995)..
5. The recipient shall submit one copy of all reports and proposed publications resulting from this agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

   "This project was supported by Grant No. 2002-LB-BX-2703 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
6. The recipient agrees to provide information required for any national evaluation conducted by the U.S. Department of Justice.
7. The recipient agrees, if the funds are used for the hiring and employing of new, additional law enforcement officers and/or support personnel, as described in the applicable purpose area of Subpart A section 101(a)(2) of H.R. 728, 104th Cong. (1995), that the recipient unit of local government will achieve a net gain in the number of law enforcement officers who perform non-administrative public safety service. If the funds are used for the hiring and employing of new, additional law enforcement officers and/or support personnel, the unit of local government will establish procedures to give members of the Armed Forces who, on or after October 1, 1990, were or are selected for involuntary separation (as described in section 1141 of Title 10, United States Code), approved for separation under section 1174a or 1175 of such title, or retired pursuant to the authority provided under section 4403 of the Defense Conversion, Reinvestment, and Transition Assistance Act of 1992 (division D of Public Law 102-484; 10 U.S.C. 1923 note), a suitable preference in the employment of persons as additional law enforcement officers or support personnel.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP x BJA OJJDP
BJS NIJ OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION SHEET

x GRANT
COOPERATIVE AGREEMENT

PROJECT NUMBER: 2002-LB-BX-2703 AWARD DATE 07/25/2002

SPECIAL CONDITIONS CONTINUED

8. The recipient agrees this award document constitutes the obligation of federal funds for use by the recipient in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the recipient fails to affirm its timely utilization of the award by accepting the award and special conditions within 45 calendar days from the date of award.

9. The recipient agrees to submit the Request for Drawdown via the Internet system within 90 calendar days from the date of award, or to have all funds deobligated for redistribution during the next funding cycle.

10. Local recipients agree to one 24 month obligation and expenditure period, as established at the approval of the Request for Drawdown. All funds must be expended by the end of this 24 month period with no exceptions. .

11. Local recipients are required to establish a trust fund account. This fund may not be used to pay debts incurred by other activities beyond the scope of the Local Law Enforcement Block Grants Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the 24 month period. Grant funds (including any interest earned) not expended by the end of the 24 month period must be returned to the Bureau of Justice Assistance (BJA) by the end of the 27th month, along with the final submission of the Financial Status Report (SF-269A).

12. The recipient agrees to submit one final progress report via the Internet system at the end of the 24 month obligation and expenditure period.

13. The recipient agrees, if funds are used by the recipient or subrecipient for enhancing security, that the recipient or subrecipient - -

    (a) has an adequate process to assess the impact of any enhancement of a school security measure that is undertaken under subparagraph (B) of section 101(a)(2), on the incidence of crime in the geographic area where the enhancement is undertaken;

    (b) will conduct such an assessment with respect to each such enhancement; and,

    (c) will submit to the Bureau of Justice Assistance (BJA) an annual assessment report via the Internet system.

14. The recipient agrees to comply with 28 CFR Part 23 if federal funds are used to support Criminal Intelligence Systems.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

AWARD CONTINUATION SHEET

OJP x BJA OJJDP x GRANT
BJS NIJ OVC COOPERATIVE AGREEMENT

CHECK APPROPRIATE BOX

PROJECT NUMBER: 2002-LB-BX-2703 AWARD DATE 07/25/2002

SPECIAL CONDITIONS CONTINUED

15. The recipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the recipient agrees to first determine if any of the following activities will be related to the use of the grant funds. The recipient understands that this special condition applies to its following new activities, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

    1. New construction;
    2. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
    3. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
    4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

    Application of This Special Condition to Recipient's Existing Programs or Activities:
    For any of the recipient's or its subrecipient's existing programs or activities that will be funded with these grant funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.ojp.usdoj.gov/ec/states.htm

17. The recipient agrees to provide and expend a 10 percent cash match (calculated as 1/9 of the federal award amount) before the end of the 24 month obligation and expenditure period. The recipient is reminded that the matching funds are auditable under Special Condition #2 and will be binding to the recipient.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

AWARD CONTINUATION SHEET

OJP x BJA OJJDP x GRANT
BJS NIJ OVC COOPERATIVE AGREEMENT

CHECK APPROPRIATE BOX

PROJECT NUMBER: 2002-LB-BX-2703 AWARD DATE 07/25/2002

SPECIAL CONDITIONS CONTINUED

18. The recipient agrees that prior to the obligation or expenditure of any LLEBG funds, at least one (1) public hearing will be held regarding the proposed use(s) of the grant funds. The recipient must also provide verification to BJA, via the Internet system, of the public hearing. At the hearing, persons shall be given an opportunity to provide written and oral views to the recipient on the proposed use(s) of the grant funds. The recipient will hold the public hearing at a time and place that allows and encourages public attendance and participation. The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient.

19. The recipient agrees that prior to the obligation or expenditure of any LLEBG funds, a previously designated or newly established advisory board will meet to discuss the proposed use(s) of the grant funds. The recipient will designate the advisory board to make nonbinding recommendations on the use(s) of funds under the LLEBG Program. Membership on the advisory board must include a representative from the following, though it may be broader:

a) the local police department or sheriff's department;

b) the local prosecutor's office;

c) the local court system;

d) the local school system; and,

e) a local nonprofit, educational, religious, or community group active in crime prevention or drug use prevention or treatment.

The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient.

20. The recipient has certified it is not in compliance with the Public Safety Officers' Health Benefits Provision of the Fiscal Year 2002, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 107-77). Therefore, the recipient will receive not more than 90 percent of the eligible award amount (or, if less than the eligible amount was requested, of that amount). This provision makes no allowances for a unit of local government to come into compliance during the life of the grant; consequently BJA will not consider requests to adjust the reduced award amount.

21. The recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. The recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

AWARD CONTINUATION SHEET

OJP x BJA OJJDP x GRANT
BJS NIJ OVC COOPERATIVE AGREEMENT

CHECK APPROPRIATE BOX

PROJECT NUMBER: 2002-LB-BX-2703 AWARD DATE 07/25/2002

SPECIAL CONDITIONS CONTINUED

22 Mitigation of Health, Safety, and Environmental Risks

a. General Requirement: The grantee agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment, and wastes used in or resulting from the operations of these laboratories.

b. Specific Requirements: The grantee understands and agrees that any program or initiative involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, hereafter referred to as the "Program", can result in adverse health, safety, and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

Therefore, the grantee further agrees that in order to avoid or mitigate the possible adverse health, safety, and environmental impacts of its Program, it will (1) include the nine, below listed protective measures or components within its Program; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this grant agreement; and (3) implement these protective measures throughout the life of this grant agreement. In so doing, the grantee understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractors, or other qualified third parties.

1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;

2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the grantee to either the seizure or the closure of clandestine methamphetamine laboratories;

3. As determined by their specific duties, equip personnel assigned to the Program with OSHA required protective wear and other required safety equipment;

4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP x BJA OJJDP
BJS NIJ OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION SHEET

x GRANT
COOPERATIVE AGREEMENT

PROJECT NUMBER: 2002-LB-BX-2703 AWARD DATE 07/25/2002

SPECIAL CONDITIONS CONTINUED

5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;

8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible state environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing state and federal requirements; and

9. Include among the personnel involved in seizing clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any of the offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations, or health care.

c. Additional Requirements: As part of the Request for Drawdown process, the Grantee shall submit a brief description of its project sufficient for the Office of Justice Programs (OJP) to determine whether any additional compliance with federal environmental statutes and regulations needs to occur prior to the issuance of LLEBG funds. Furthermore, once LLEBG funds are issued, the Grantee shall notify OJP if the project changes significantly from the description in the Request for Drawdown, or if significant new information is revealed during the course of the expenditure of LLEBG funds so that OJP can determine whether any additional environmental analyses need to be completed.

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

LEFT on 2d Reading 5/20/03

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

An ordinance repealing Title XV, Unified Development Ordinance (Originally adopted by ordinance 4100, June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code.

STAFF RECOMMENDATION: Approval

Dawn Warrick — Division Head — 4/18/03 Date

D. J. White — City Attorney — 4/21/03 Date

Department Director — 4-18-03 Date

Finance & Internal Services Dir. — 4-22-03 Date

Chief Administrative Officer — 4-22-03 Date

Dan Coody — Mayor — 4/22/03 Date

Received in Mayor's Office 4/22/03 FM
Date

Cross Reference:

Previous Ord/Res#: _____

Orig. Contract Date: _____

Orig. Contract Number: _____

New Item: Yes No

ORDINANCE NO. _____

An ORDINANCE REPEALING TITLE XV. UNIFIED DEVELOPMENT ORDINANCE (ORIGINALLY ADOPTED BY ORDINANCE 4100, JUNE 16, 1998) OF THE CODE OF FAYETTEVILLE AND ADOPTING AND ENACTING AN AMENDED TITLE XV UNIFIED DEVELOPMENT CODE

WHEREAS, A.C.A. §14-55-207 authorizes cities to adopt by reference technical codes and regulations without setting forth the provisions of the code or parts thereof; and

WHEREAS, three copies of proposed Unified Develop Code, Title XV of the Code of Fayetteville are filed in the office of the City Clerk and have been available for the public to inspect and view prior to passage of this ordinance; and

WHEREAS, proper notice by publication in a newspaper of general circulation within Fayetteville stating that copies of the proposed Unified Development Code are available and open to public inspection in the City Clerk's office prior to the passage of this ordinance; and

WHEREAS, most of the current Unified Development Ordinance remains unchanged with the recodification of the Unified Development Code and the changes and amendments to the current Unified Development Ordinance incorporated within the proposed Unified Development Code have been publicly discussed and approved by the Fayetteville Planning Commission and the City Council Ordinance Review Committee.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals and deletes Title 15, Unified Development Ordinance of the Code of Fayetteville initially adopted on June 16, 1998 and replaces it by enacting and adopting Title XV, Unified Development Code of the Code of Fayetteville attached hereto as Exhibit A and made a part hereof by reference.

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

LEFT on 2d Reading 5/20/03

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

An ordinance repealing Title XV, Unified Development Ordinance (Originally adopted by ordinance 4100, June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code.

STAFF RECOMMENDATION: Approval

Dawn T Warrick — 4/18/03
Division Head — Date

D. J. White — 4/21/03
City Attorney — Date

[signature] — 4-18-03
Department Director — Date

[signature] — 4-22-03
Finance & Internal Services Dir. — Date

Hugh Garnett — 4-22-03
Chief Administrative Officer — Date

Dan Coody — 4/22/03
Mayor — Date

Received in Mayor's Office 4/22/03 f.H.
Date

Cross Reference:

Previous Ord/Res#: _____

Orig. Contract Date: _____

Orig. Contract Number: _____

New Item: Yes No

ORDINANCE NO. _____

An ORDINANCE REPEALING TITLE XV. UNIFIED DEVELOPMENT ORDINANCE (ORIGINALLY ADOPTED BY ORDINANCE 4100, JUNE 16, 1998) OF THE CODE OF FAYETTEVILLE AND ADOPTING AND ENACTING AN AMENDED TITLE XV UNIFIED DEVELOPMENT CODE

WHEREAS, A.C.A. §14-55-207 authorizes cities to adopt by reference technical codes and regulations without setting forth the provisions of the code or parts thereof; and

WHEREAS, three copies of proposed Unified Develop Code, Title XV of the Code of Fayetteville are filed in the office of the City Clerk and have been available for the public to inspect and view prior to passage of this ordinance; and

WHEREAS, proper notice by publication in a newspaper of general circulation within Fayetteville stating that copies of the proposed Unified Development Code are available and open to public inspection in the City Clerk's office prior to the passage of this ordinance; and

WHEREAS, most of the current Unified Development Ordinance remains unchanged with the recodification of the Unified Development Code and the changes and amendments to the current Unified Development Ordinance incorporated within the proposed Unified Development Code have been publicly discussed and approved by the Fayetteville Planning Commission and the City Council Ordinance Review Committee.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals and deletes Title 15, Unified Development Ordinance of the Code of Fayetteville initially adopted on June 16, 1998 and replaces it by enacting and adopting Title XV, Unified Development Code of the Code of Fayetteville attached hereto as Exhibit A and made a part hereof by reference.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby declares that Exhibit A., the Unified Development Code shall be codified as shown in Exhibit "A".

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby reaffirms that any and all developmental rights, duties, conditions, obligations and entitlements already approved by Planning Staff or the Planning Commission and now existing pursuant to the terms of the Unified Development Ordinance adopted in 1998 (with all current amendments) shall remain valid and binding pursuant to those terms and conditions.

PASSED and **APPROVED** this 6th day of May, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Dawn Warrick, AICP, Zoning & Development Administrator
THRU: Tim Conklin, AICP, Director of Community, Planning & Engineering Svcs.
DATE: April 18, 2003

ADM 03-6.00: Administrative Item (UDO) was submitted by the Planning Division of the City of Fayetteville for adoption of the codification of the Unified Development Ordinance, Title 15 of the City of Fayetteville Code of Ordinances with proposed amendments.

BACKGROUND

The current draft of Title 15, Unified Development Ordinance of the Code of the City of Fayetteville was adopted on June 16, 1998 by Ordinance No. 4100. Since that time, many ordinances have been adopted which revise the content of the UDO, including new zoning districts, revised Tree Preservation and Protection ordinance, and development impact fees.

The entire City Code is currently in the codification process. In order to provide accurate information to the citizens of Fayetteville, the Planning Division has completed the codification of Title 15 and is bringing it forward to the Planning Commission for approval. Title 15, the Unified Development Ordinance, includes 25 chapters: Chapter 150 through Chapter 175.

CURRENT STATUS

On March 24, 2003, the Planning Commission voted 9-0-0 to forward this item to the City Council with a recommendation for approval.

RECOMMENDATION

Staff recommends approval of the codified UDO, Title 15 of the City of Fayetteville Code of Ordinances.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Mayor Coody Fayetteville City Council
FROM:	Dawn T. Warrick, AICP, Zoning & Development Administrator
DATE:	April 18, 2003
SUBJECT:	Revisions to UDO / UDC draft

Please find attached several revised pages for insertion in your working copy of the draft Unified Development Code. These revisions were made after the copies of this document were run and distributed.

1. Remove and replace Chapter 151. Definitions
2. Remove and replace page CD157:1
3. Remove and replace page CD157:7
4. Remove and replace Chapter 159. Fees
5. Remove and replace page CD162:5
6. Remove and replace page CD163:9
7. Remove and replace Chapter 173. Building Regulations

TITLE XV. UNIFIED DEVELOPMENT ORDINANCE

Chapter 151. Definitions.

Sec. 151.01 Definitions.

CHAPTER 151. DEFINITIONS.

Sec. 151.01. Definitions. For the purpose of Title XV, Unified Development Ordinance, the following definitions shall apply to the divider sections, chapters, sections or subsections, unless the context clearly indicates or requires a different meaning.

A

Abbreviated Tree Preservation Plan. (Tree Preservation and Protection) A shorter, less formal tree preservation plan required of applicants seeking building, grading, or parking lot permits, but who are not subject to the requirements for large scale developments or subdivisions.

Accessory community structures (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) A structure or a portion of a structure for commercial use that is located in a manufactured home park and which is intended solely for the convenience of the residents or occupants of the manufactured home park.

Accessory structures. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) Any structural addition to the manufactured home such as awnings, cabanas, carports, Florida rooms, porches, patio covers, and similar additions.

Accessory use or structure. (Zoning) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Act. (Wireless Telecommunications Facilities) The Communications Act of 1934, as it has been amended from time to time, including the Telecommunications Act of 1996, shall include any future amendments.

Active open space. (Development) An area intended for rigorous activity such as tennis, baseball, badminton, and other games requiring physical exertion.

Administrative determination. (Tree Preservation and Protection) Final action by the landscape administrator to either approve, conditionally approve or disapprove a tree preservation plan. Administrative determinations apply only to those projects which do not require Planning Commission approval.

Adult arcade. (Zoning) Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled image producing devices are maintained to show images to five or fewer viewers at one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical area."

Adult bookstore or adult video store. (Zoning) A commercial establishment whose principal business purpose is to offer for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, or video reproductions, slides or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas."

Adult cabaret (Zoning) A nightclub, bar, restaurant, or similar commercial establishment which regularly features:

(A) Persons who appear in a state of nudity; or

(B) Live performances which are characterized by the exposing of "specified sexual activities" or "specified anatomical areas;" or

(C) Films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction of "specified sexual activities" or "specified anatomical areas."

Adult motion picture theater. (Zoning) A commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown, excluding those which are characterized by the exposure of "specified sexual activities" or "specified anatomical areas."

Adult theaters. (Zoning) A theater, concert hall, auditorium, or similar commercial establishment, which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified sexual activities" or "specified anatomical areas."

Airport. (Airport Zone) Fayetteville Airport (Drake Field).

Airport elevation. (Airport Zone) 1,251 feet above mean sea level.

Alley. (Development) A minor public way dedicated to public use for utility easements and vehicle access to the back or the side of properties abutting a street.

Alternative tower structure. (Wireless Telecommunications Facilities) Man-made trees, clock towers, bell steeples, light poles, and similar alternative design mounting structures that camouflage or conceal the presence of antennas or towers and are built for the express purpose of serving as a tower or for locating antennas.

Analysis report. (Tree Preservation and Protection) A report, which among other things, sets forth any alternative designs the applicant considered in arriving at the proposed design.

Antenna. (Wireless Telecommunications Facilities) Any structure or device used to collect or radiate electromagnetic waves, including both directional antennas, such as panels, microwave dishes and satellite dishes and omni-directional antennas, such as whips but not including satellite earth stations.

Applicant. (Tree Preservation and Protection) Any person, party, partnership, corporation or other business entity seeking the city's approval of a proposed tree preservation plan.

Approach surface. (Airport Zone) A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope. In a plane the perimeter of the approach surface coincides with the perimeter of the approach.

Approach, transitional, horizontal and conical zones. (Airport Zone) Those zones as set forth in § 165.01.

Approval. (Physical Alteration of Land) A written authorization by the city engineer.

Area sign. (Signs) A sign to identify a common area containing a group of structures, or a single structure on a minimum site of five acres, such as a residential subdivision, residential office, commercial or industrial subdivision, apartment complex, manufactured home park, or shopping center located at the entrance or entrances of the area, and consisting of fence or wall or archway with letters or symbols affixed thereto or other supporting structure as approved by the zoning and development administrator.

As graded. (Physical Alteration of Land) The surface condition on completion of grading.

B

Banner. (Signs) Any sign printed or displayed upon cloth or other flexible material, with or without frames.

Base density. (Tree Preservation and Protection) The number of trees an applicant must plant based upon the quality and number of the trees proposed to be removed per acre.

Base flood. (Stormwater Management, Drainage and Erosion Control) The flood having a one percent chance of being equaled or exceeded in any given year, also referred to as the 100 year storm event.

Beacon. (Signs) A stationary or revolving light which flashes or projects illumination, single color or multi-colored, in any manner which is intended to attract or divert attention; except, however, this term is not intended to include any kind of lighting device which is required or necessary under the safety regulations described by the Federal Aviation Agency or similar agencies.

Bed and breakfast facility. (Zoning) A permanently owner occupied private home with a maximum of five guest rooms furnishing temporary lodging and breakfast to paying customers.

Board of Adjustment. (Airport Zone) The Board of Adjustment established by Chapter 33.

Bona fide agricultural purpose. (Tree Preservation and Protection) The aim or goal of facilitating the ongoing commercial pursuit of farming, dairying, pasturage, horticulture, viticulture, or the keeping or raising of livestock or poultry, not otherwise prohibited by city ordinance.

Buildable area. (Zoning) the portion of a lot remaining after required yards have been reserved.

Building official. (Building Regulations) A city building inspector.

Building permit. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) A written permit issued by the enforcement officer permitting construction, erection, alternation, remodeling, or repair of a manufactured home park.

Bulletin board. (Signs) Any sign erected by a charitable, educational or religious institution or public body, which is erected upon the same property as said institution, for purposes of announcing events which are held on the premises.

C

Caliper. (Parking and Loading) A measurement of general tree size taken at a point located six inches above natural ground or root ball surface.

Caliper. (Tree Preservation and Protection) Any land with a slope of 15% or greater containing trees, woody shrubs and herbaceous plants that serve the function of sustaining the structural integrity of the soil, thus reducing the likelihood of erosion, slide, or slump.

Canopied Slopes. (Tree Preservation and Protection) Any land with a slope of 15% or greater containing trees, woody shrubs and herbaceous plants that serve th function of sustaining the structural integrity of the soil, thus reducing the likelihood of erosion, slide or slump.

Canopy. (Tree Preservation and Protection) The combined crowns of all trees on a tract of land.

Chief administrator. (Building Regulations) The mayor of the City of Fayetteville.

Chief appointing authority. (Building Regulations) The City Council.

Chief building official. (Building Regulations) Building Safety Division director.

City. (Stormwater Management, Drainage and Erosion Control) The City of Fayetteville, including staff and elected officials, or designee.

City Engineer. (Stormwater Drainage and Erosion Control) The city engineer or his appointed representatives, including assigned staff engineers, technicians and inspectors.

City of Fayetteville Landscape Manual. (Tree Preservation and Protection) A document having detailed instructions for preparing tree preservation plans and standards and specifications for tree protection, planting, maintenance and design.

City official. (Streets and Sidewalks) The mayor (or other official designated by the mayor, and authorized to issue the permits granted thereunder) of the city.

City Planning Commission. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) That commission created for the city by Chapter 33.

Club or lodge. (Zoning) A building or portion of a building used by an association for the promotion of some common objective excepting clubs the chief activity of which is a service customarily carried on as a business.

Collector street. (Streets and Sidewalks) A street which in addition to serving abutting properties, intercepts minor streets, connects with community facilities and carries neighborhood traffic to the major arterial street system.

Co-location. (Wireless Telecommunications Facilities) Locating wireless communications equipment for more than one provider at a single communications facility, on a building, or on an alternative tower structure.

Commercial development. (Tree Preservation and Protection) Any development in an R-O, Commercial or Industrial Zone and any conditional use in any other zone which permits activities usually conducted within an R-O, Commercial or Industrial Zone.

Commercial driveway. (Streets and Sidewalks) An entrance on public property or exit from any commercial, business, or public establishment adjacent to a public street or highway.

Commercial tree pruner/service. (Tree Preservation or Protection) A person who performs work on trees for profit.

Common open space. (Development) Land within or related to a development, not individually owned or dedicated for public use, which is reserved for the exclusive use or enjoyment of the residents or occupants of the development and their guests.

Community storage structure. (Manufactured Homes and Parks) A structure located in a manufactured home park for the convenience of the residents to provide storage space for often used outdoor equipment, furniture, tools and other items which cannot be conveniently stored in the typical manufactured home.

Compact automobile. (Parking and Loading) Any vehicle less than six feet wide and 15 feet long.

Compaction. (Physical Alteration of Land) The densification of a fill by mechanical means.

Company flag. (Signs) A flag identifying a business or an organization where the flag is displayed.

Conditional use. (Zoning) A use permitted in certain zoning districts subject to certain conditions imposed by the Planning Commission after review of development plat.

Condominium. (Zoning) Two or more single-family dwelling units constructed in a series of attached units and submitted to a horizontal property regime under A.C.A. §8-13-102 et seq.

Conical surface. (Airport Zone) A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty-to-one for a horizontal distance of 4,000 feet.

Connection. (Water and Wastewater Impact Fees) The physical tie-in of a private water or wastewater service system to the City of Fayetteville's public water or wastewater system.

Conservation easement. (Tree Preservation and Protection) A formal, legally binding agreement between parties, usually a landowner and a private or public entity, providing for the preservation of land in its natural state.

Construction permit. (Stormwater Management, Drainage and Erosion Control) Stormwater management, drainage and erosion control permit issued by the city to an entity with the legal ability to construct the stormwater management system in accordance with the approved system design and permit conditions.

Construction. (Stormwater Management, Drainage and Erosion Control) Any on-site activity that would result in the creation of a new stormwater management system, including the building, assembling, expansion modification, or alteration of the existing contours of the property; the erection of buildings or other structures, any part thereof; or land clearing.

Contiguous woodlands. (Tree Preservation and Protection) A portion of canopy existing on the site of proposed development, which is a part of a larger, unbroken forest, whether or not it extends onto adjacent lots.

Contour intervals. (Development) Topographic map lines connecting points of equal elevations.

Controlled access highway. (Signs) Any state or federal numbered highway designated by ordinance as a controlled access highway by the City Council.

Cribbing. (Physical Alteration of Land) A framework of bars for support or strengthening.

Cut. (Physical Alteration of Land) See "Excavation."

D

Dance hall. (Zoning) Any building, premises, pavilion, or place of business wherein dancing is permitted, conducted or engaged in by the public in general, including but not limited to private clubs as defined by ordinance and/or the laws of the State of Arkansas, either for profit or not.

Dead-end street. (Development) A street having one end open to traffic and being permanently terminated by a vehicular turnaround.

Deciduous trees. (Physical Alteration of Land) Trees that shed their leaves annually. Small deciduous trees are no more than 40 feet tall at maturity while large deciduous trees exceed 40 feet in height at maturity.

Dedication. (Development) Land and improvements offered to the city, county, or state and accepted by them for public use, control, and maintenance.

Department of Law. (Building Regulations) The city attorney's offices.

Dependent manufactured home. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) A manufactured home which does not have a flush toilet and bath or shower.

Detention. (Stormwater Management, Drainage and Erosion Control) The collection and temporary storage of stormwater with subsequent gradual release of the stormwater.

Develop. (Physical Alteration of Land) Permanently altering land by subjecting it to grading, removal of vegetation, or construction such as but not limited to buildings, parking lots, streets, and sidewalks.

Developer. (Stormwater Management, Drainage and Erosion Control) Any person(s), parties, partnerships, or corporations, private or public, engaging in activities described as development.

Developer. (Development) A person, firm or corporation undertaking to develop a subdivision or large scale development as set forth in the development regulations.

Development. (Stormwater Management, Drainage and Erosion Control) To make a site or area available for use by physical alteration. Development includes, but is not limited to, providing access to a site, clearing vegetation; grading; earth moving; providing utilities and other services such as parking facilities; stormwater management and erosion control systems; and sewage disposal systems; altering landforms; or construction of a structure on the land. Development shall also mean any of the following:

(A) Construction, installation, alteration, demolition, or removal of a structure, impervious surface, or stormwater management system, or

(B) Clearing, scraping, grubbing, or otherwise removing or killing the vegetation of a site; or

(C) Adding, removing, exposing, excavating, leveling, grading, digging, dumping, or otherwise disturbing the soil or rock of a site in a manner contrary to the requirements of the stormwater management, drainage and erosion control regulations.

Development. (Streets and Sidewalks) Shall include, but shall not be limited to, the construction of a new improvement, the construction of an addition to an existing improvement, or a parceling which results in the need for access and utilities.

Development plan. (Development) A drawing showing all proposed improvements to a piece of property such as streets, parking lots, buildings, drives, signs, utilities, drainage, grading and planting by size and location.

Development site. (Physical Alteration of Land) That portion of any lot or parcel subjected to grading, removal of vegetation, or construction such as, but not limited to, buildings, parking lots, streets and sidewalks.

Diameter breast height (DBH). (Tree Preservation and Protection) The diameter of a tree measured at a point four and one-half feet above the ground. If a tree splits into multi-trunks, the trunk is measured at its narrowest point below the split.

Directional sign. (Signs) A sign of a noncommercial nature which directs the reader to the location of public or educational institutions, or to the location of historical structures or areas, or the location of public parks or buildings.

Display surface area. (Signs) The net geometric area enclosed by the display surface of the sign including the outer extremities of all letters, characters and delineations; provided, however, "display surface area" shall not include the structural supports for free standing signs; provided further, that only one face of a double-faced sign shall be considered in determining the display surface area.

District or zoning district. (Signs) A section or sections of the incorporated area of the city for which the then effective zoning ordinance governing the use of buildings and land are uniform for each class of use permitted therein. References to individual zoning districts contained herein shall refer to the zoning district established by the City Council in Chapter 160.

Disturb. (Physical Alteration of Land) To alter the natural state.

Dormitory. (Zoning) A building or group of buildings designed or altered for the purpose of accommodating students or members of religious orders with sleeping quarters, with or without communal kitchen facilities, and administered by educational or religious institutions.

Drainage area. (Stormwater Management, Drainage and Erosion Control) The watershed area contributing surface and stormwater runoff to a stormwater management system.

Dripline. (Tree Preservation and Protection) An imaginary vertical line that extends downward from the outermost tips of the tree branches to the ground.

Drive-in restaurant or refreshment stand. (Zoning) Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments or beverages on the premises.

Dwelling, manufactured home. (Zoning) A detached residential dwelling unit designated for transportation on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundation, connection to utilities, and the like. A travel trailer is not to be considered as a manufactured home.

Dwelling, multi-family. (Zoning) A residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwelling units provided.

Dwelling, single-family. (Zoning) A detached residential dwelling unit other than a manufactured home, designed for and occupied by one family only.

Dwelling, two-family. (Zoning) A detached residential building containing two dwelling units, designed for occupancy by not more than two families.

Dwelling unit. (Zoning) One room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

E

Easement. (Development) A grant by the property owner to the public, a corporation or persons, for the use of a strip of land for specific purposes.

Enforcement officer. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) The chief building inspector of the city, or his/her duly authorized representative.

Engineer. (Stormwater Management, Drainage and Erosion Control) A professional engineer registered in Arkansas, or other person exempted pursuant to the provisions of the Arkansas Code Annotated, who is competent in the fields of hydrology and stormwater management.

Erect. (Signs) To build, construct, attach, hang, place, suspend, or affix, and shall also include the painting of wall signs.

Erosion. (Stormwater Management, Drainage and Erosion Control) The removal of soil particles by the action of water, wind, ice or other geological agents.

Evergreen. (Physical Alteration of Land) A plant that retains leaves or needles year-round.

Excavation. (Physical Alteration of Land) The mechanical removal of earth material from water or land.

F

FAA. (Airport Zone) The Federal Aviation Administration.

Facilities emitting odors. (Zoning regulations) Any function that involves a process which emits or has the potential for emitting odor.

Facilities handling explosives. (Zoning) Any function that involves a process dealing with a product with explosive potential.

Fall zone. (Wireless Communications Facilities) The area within which a tower or antenna might cause damage to persons or property should the tower or antenna be knocked down, blown over or fall on its own.

Family. (Zoning) In single-family residential districts, a family is no more than three persons unless all are related and occupy a dwelling as a single housekeeping unit in the RSF-.5 (Residential Single-family – Half Acre), RSF - 1 (Residential Single-family – One acre), RSF - 2 (Residential Single-family – 2 Acre), RSF - 4 (Residential Single-family – 4 Units per Acre), and RSF - 7 (Residential Single-family – 7 Units per Acre) zoning districts. In all other zoning districts where residential uses are permitted, a family is no more than four persons unless all are related and occupy a dwelling as a single housekeeping unit. A family is when all persons are related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship. The definition of family does not include fraternities, sororities, clubs or institutional groups.

FCC. (Wireless Telecommunications Facilities) The Federal Communications Commission.

FEMA. (Physical Alteration of Land) Federal Emergency Management Agency.

Fill. (Physical Alteration of Land) A deposit of earth material placed by artificial means.

Filling station. (Zoning)

(A) Buildings and premises where gasoline, oil, grease, batteries, tires, and automobile accessories may be supplied and dispensed at retail, and where in addition the following services may be rendered and sales made, no other:

(1) Sale and servicing of spark plugs, batteries, and distributor parts;
(2) Tire servicing and repair, but no recapping or regrooving;
(3) Replacement of mufflers and tail pipes, water hose, fan belts, brake fluid, light bulbs, fuses, floor mats, seat covers, windshield wipers and wiper blades, grease retainers, wheel bearings, mirrors, and the like;
(4) Radiator cleaning and flushing;
(5) Washing and polishing, and sales of automotive washing and polishing materials;
(6) Greasing and lubrications;

(7) Providing and repairing fuel pumps, oil pumps, and lines;
(8) Minor servicing and repair of carburetors;
(9) Emergency wiring repairs;
(10) Adjusting and repairing brakes;
(11) Minor motor adjustments not involving removal of the head or crankcase or racing the motor;
(12) Sales of cold drinks, package foods, tobacco, and similar convenience goods for filling station customers, as accessory and incidental to principal operations;
(13) Provision of road maps and other information material to customer; provision of restroom facilities.

(B) Uses permissible at a filling station do not include major mechanical and body work, straightening of body parts, painting, welding, storage or automobiles not in operating condition, or other work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in filling stations. A filling station is not a repair garage or a body shop.

Flashing sign. (Signs) An illuminated sign on which artificial or reflected lights is not maintained stationary and constant in intensity and color at all times when in use.

Flood or flooding. (Flood Damage Prevention) A general and temporary condition or partial or complete inundation of normally dry land areas from the overflow of flood waters, or the unusual and rapid accumulation or run-off of surface water from any source.

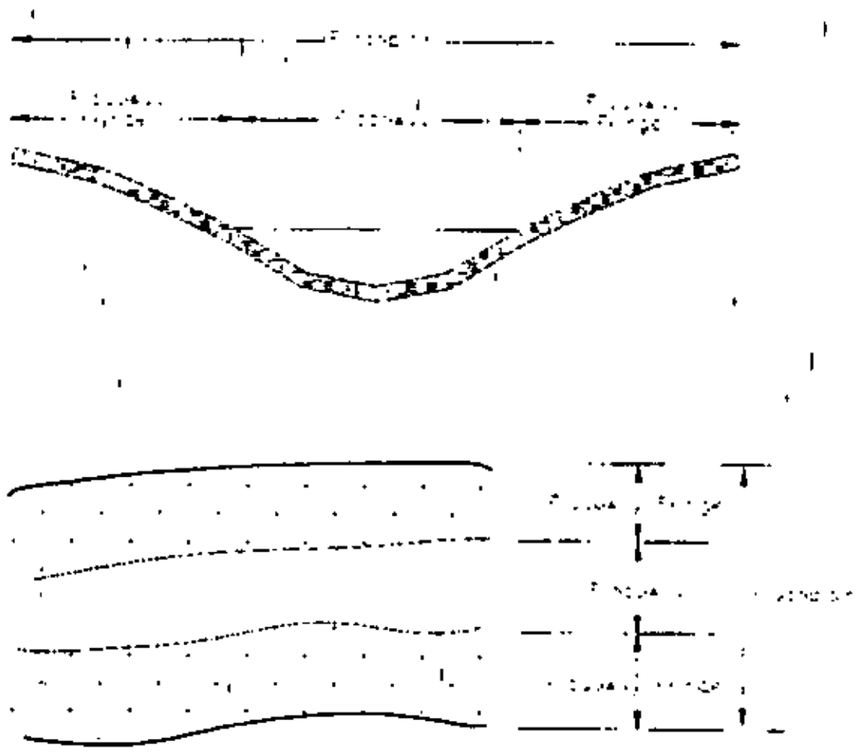
Flood boundary and floodway map. (Flood Damage Prevention) The official map on which the Federal Insurance Administration has delineated both the areas of flood hazards and the floodway.

Flood Insurance Rate Map (FIRM). (Flood Damage Prevention) The official map on which the Federal Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the Floodway.

Flood Insurance Study. (Flood Damage Prevention) The official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

Floodplain. (Stormwater Management, Drainage and Erosion Control) For a given flood event, that area of land that is temporarily covered by water and that adjoins a watercourse. In FEMA regulated, or established floodplains, the floodplains shall mean the area subject to inundation from any source during the regulatory event.

Floodplain or flood-prone area. (Flood Damage Prevention) Areas that are subject to, or are exposed to, flooding and flood damage.



Floodplain management. (Flood Damage Prevention) The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations. (Flood Damage Prevention) Development code, building codes, health regulations, special purpose ordinances (ie., grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood-proofing. (Flood Damage Prevention) Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. (Flood Damage Prevention) The channel of a river, or other watercourse, and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory floodway."

Floodway. (Stormwater Management, Drainage and Erosion Control) The channel of a stream, plus any adjacent floodplain areas that must be kept free to encroachment so that the 100-year flood discharge can be conveyed without increases of more than specified amount in base elevations, either zero or one foot depending on specific location. This is an area of significant depths and velocities and therefore due consideration should be given to the effects of fill and loss of cross-sectional flow area is increased water surface elevations.

Forestation. (Tree Preservation and Protection) The act of planting trees.

Fraternity or sorority house. (Zoning) A building owned or leased by a general or local chapter of some regularly organized college fraternity or sorority, or by or on its behalf by a building corporation or association composed of members or alumni thereof, and occupied by the local chapter of such fraternity or sorority as a place of residence.

Freestanding sign. (Signs) A sign which is attached to or a part of a completely self-supporting structure. The supporting structure shall be set firmly in or below the ground surface and shall not be attached to any building or any other structure whether portable or stationary.

Functionally dependent use. (Flood Damage Prevention) A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water.

G

Garage sales. (Zoning) An occasional sales activity, not to include activities described elsewhere as home occupations, but including activities generally referred to as garage sales, yard sales, rummage sales, white elephant sales, cleaning sales, or moving sales, where used goods are displayed or offered for sale to the general public in a residential area on the resident's premises.

Gas outlet. (Building Regulations) For the purpose of establishing gas permit fees for additions, alterations, repair, and new installations, a gas outlet shall be defined as any service line and/or pipe replacement or extension and a connection to any device and equipment that receives, stores, consumes, transfers, and/or discharges gas.

Grade. (Physical Alteration of Land) The percentage of rise or fall per 100 feet. Existing grade is the grade prior to grading. Rough grade is the stage at which the grade approximately conforms to the approved plan. Finish grade is the final grade of the site which conforms to the approved plan.

Grading. (Physical Alteration of Land) Any stripping, cutting, filling, or stockpiling of earth or land.

Ground cover. (Physical Alteration of Land) Plants with low, spreading habit that form a dense mat in time, preventing erosion.

Guyed towers. (Wireless Telecommunications Facilities) A communications tower that is supported, in whole or in part, by guy wires and ground anchors.

H

Hazard to air navigation. (Airport Zone) An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Hazardous tree. (Tree Preservation and Protection) A tree or tree parts with high probability of falling or causing injury or property loss; also, a tree harboring insects or a disease that could be detrimental to surrounding trees.

Health officer. ((Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) The legally designated health authority of the city or his authorized representative.

Height. (Airport Zone) Sea level elevation, unless otherwise specified.

Height. (Wireless Telecommunications Facilities) The vertical distance measured from the mean elevation of the finished grade to the highest point on the tower or other structure, even if said highest point is an antenna or antenna array.

Highest adjacent grade. (Flood Damage Prevention) The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic discharge or volume. (Stormwater Management, Drainage and Erosion Control) The peak rate or volume at which stormwater runoff leaves a parcel of land in an undisturbed/natural site condition either by gravity or by the legally allowable discharge at the time of permit approval.

Historic Structure. (Flood Damage Prevention) Any structure that is:

(A) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(B) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or

(C) Individually listed on a state inventory of historic places which has been approved by the Secretary of the Interior.

Home occupation. (Zoning) An occupation, profession or avocation conducted in a dwelling unit on a part-time or full-time basis for which financial compensation is received and which generates motor vehicle traffic to the dwelling unit by patrons or clients of the occupation, profession or avocation conducted therein. A nontraffic generating occupation, profession or avocation conducted in a dwelling unit by one or more members of the family occupying the premises shall be considered a residential use and not a commercial use. The term home occupation shall include a child care facility handling not more than six children at one time.

Horizontal surface. (Airport Zone) A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plane coincides with the perimeter of the horizontal zone.

Horsepower. (Building Regulations) The equivalent to 745 watts.

Housing Board. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) The Housing Board established by the city.

House, lodging or rooming. (Zoning) A dwelling or building where lodging is provided for two or more persons for compensation, pursuant to previous arrangements, but which is not available to transients and with which no table board is furnished.

Hydroseed. (Physical Alteration of Land) A machine blown mixture of mulch, see and sometimes fertilizer.

I

Illuminated sign. (Signs) Any sign which has characters, letters, figures, designs or outline illuminated by electric lights or luminous tubes as a part of the sign proper.

Illumination, direct. (Signs) Illumination which is so arranged the light is directed into the eyes of the viewer from the light source.

Illumination, indirect. (Signs) Illumination so arranged that the light is reflected from the sign to the eyes of the viewer.

Impact Fee Administrator. (Water and Wastewater Impact Fees) The Zoning and development administrator or his designee

Impervious surface. (Stormwater Management, Drainage and Erosion Control) A surface that has been compacted or covered so that it is highly resistant to infiltration by water.

Improvements. (Development) Physical changes made to property to prepare it for development such as street grading, drainage structures, street surface, sidewalks, curbs, gutters, utility lines, bridges and similar items.

Independent manufactured home. ((Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) A manufactured home which has a flush toilet and a bath or shower.

Intermittent stream. (Stormwater Management Drainage and Erosion Control) A stream that carries water part of the year is dry another part but receives flow from the groundwater table when it is high enough.

Invasive species. (Tree Preservation and Protection) Any species not indigenous to a region, which becomes established and displaces native species.

J

Joint identification sign. (Signs) A sign which serves as common or collective identification for a group of persons or businesses operating on the same subdivision or lot in a residential office, commercial or industrial district (e.g., shopping center, office complex, etc.) Such sign may name the person(s) or business included but carry no other advertising matter.

L

Land disturbance. (Tree Preservation and Protection) Clearing, scraping, grubbing, or otherwise removing or destroying the vegetation of a site, or adding, removing, exposing, excavating, leveling grading, digging, tunneling, trenching, burrowing, dumping, piling, dredging or application of toxic substance, storage of materials, and operation of equipment, or otherwise significantly disturbing the soil, mud, sand, or rock of a site.

Landscape administrator. (Tree Preservation and Protection) The person who is responsible for the administration of Tree Preservation and Protection, Chapter 167.

Landscape establishment guarantee. (Tree Preservation and Protection) A bond, irrevocable letter of credit, or other surety held by the city until the satisfactory conclusion of the three year landscape establishment period.

Landscape fabric. (Physical Alteration of Land) A barrier against soil erosion, allowing water to pass through while keeping soil in place.

Landscaping. (Zoning) The area within the boundaries of a given lot which consists of planting materials, including but not limited to trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials.

Large-scale development. (Development) The development of a lot or parcel larger than one acre. The term development shall include, but shall not be limited to, the construction of a new improvement, the construction of an addition to an existing improvement, or a parceling which results in the need for access and utilities.

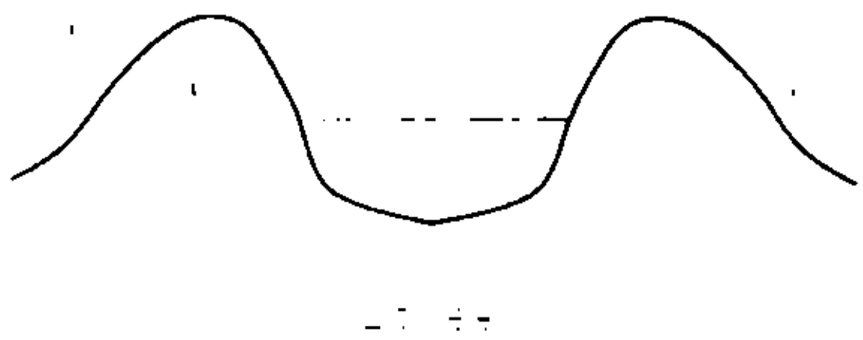
Larger than utility runway. (Airport Zone) A runway that is constructed for and intended to be used by propeller-driven aircraft of greater than 12, 500 pounds maximum gross weight and jet powered aircraft.

Lattice tower. (Wireless Telecommunications Facilities) A guyed or self-supporting three or four sided, open, steel frame structure used to support telecommunications equipment.

Lease. (Signs) An agreement by which a property owner conveys, usually for a specified rent, to other persons, permission to erect and maintain an advertising sign upon his property.

Less desirable species. (Tree Preservation and Protection) Low-priority trees or other woody shrubs listed in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual.*

Levee. (Flood Damage Prevention) A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.



Levee system. (Flood Damage Prevention) A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Loading space, off-street. (Zoning) Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled.

Lot. (Development) A portion of a subdivision or other parcel of land intended as a unit for transfer of ownership or for development.

Lot. (Signs) A parcel of land under one ownership whether described by metes and bounds or as a platted lot.

Lot. (Zoning) A parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are herein required. The term includes the words "plot" or "parcel". Such lot shall have frontage on an improved public street, and may consist of:

(A) A single lot of record;

(B) A portion of a lot of record;

(C) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record;

(D) A parcel of land described by metes and bounds; provided that in no case of division or combinations shall any residential lot or parcel be created which does not meet the requirements of the zoning regulations, Chapter 167.

Lot, corner. (Zoning) A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.

Lot, depth of. (Zoning) The distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Lot frontage. (Zoning) The front of a lot shall be construed to be the portion nearest the street.

Lot, interior. (Zoning) A lot other than a corner lot with only one frontage on a street.

Lot, through. (Zoning) A lot, other than a corner lot, with frontage on more than one street. Through lots abutting two streets may be referred to as double frontage lots.

Lot, width of. (Zoning) The distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than 80% of the required lot width except in the case of lots on the turning circle of a cul-de-sac, where the 80% requirement shall not apply.

Lot of record. (Zoning) A lot which is part of a subdivision recorded in the office of the county recorder or a lot or parcel described by metes bounds, the description of which has been so recorded.

Lowest floor. (Flood Damage Prevention) The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such an enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

M

Major developments. (Development) A suburban or urban major development shall be a large scale development or subdivision that satisfies either of the following conditions:

(A) It contains 40 acres or more.

(B) It contains 100 housing units or more.

Whether or not it is planned in one or more phases, the total possible development shall be considered when its first stage, phase, or parcel is presented for review.

Mall. (Signs) Any concentration of retail stores and/or service establishments which share customer parking areas and are located within an enclosure having public walkways whereby a customer in one store or establishment may walk to another store or establishment without leaving the enclosure.

Manufactured home. (Flood Damage Prevention) A factory-built, single-family structure that meets the National Manufactured Home Construction and Safety Standards Act (42 U.S.C. § 5401), commonly known as the HUD (U.S. Housing and Urban Development) code. For floodplain management purposes the term also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

Manufactured home. (Manufactured Homes and Parks) A home built entirely in the factory under a federal building code, administered by the U.S. Department of Housing and Urban Development (HUD), which went into effect June 15, 1976.

Manufactured home. (Manufactured Homes and Parks opened or expanded after 4-20-72) A detached structure designed as a complete residential dwelling unit with a permanent chassis and capable of being transported on its own wheels, or on a trailer, and constructed to be ready for use upon being placed on a temporary or permanent foundation.

Manufactured home lot. (Manufactured Homes and Parks opened or expanded after 4-20-72) A plot of ground or a lot in a manufactured home park designed for the location for only one manufactured home.

Manufactured home pad. (Manufactured Homes and Parks opened or expanded after 4-20-72) That part of an individual manufactured home lot which has

been reserved for the placement of a manufactured home.

Manufactured home park. (Manufactured Homes and Parks) Any plot of ground of at least one acre in size upon which two or more manufactured homes, occupied for dwelling or sleeping purposes, are located.

Manufactured home park. (Manufactured Homes and Parks opened or expanded after 4-20-72) Any park, court, site, parcel or tract of land designed, maintained intended or used for the purpose of supplying a location or accommodations for two or more manufactured homes and shall include all buildings used or intended for use as part of the equipment thereof; whether or not a charge is made for the use of the court and its facilities.

Manufactured home park or subdivision. (Flood Damage Prevention) A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.

Manufactured home space. (Manufactured Homes and Parks) A plot of ground within a manufactured home park, designed for the accommodation of one manufactured home.

Manufactured homes and trailer sales lot. (Manufactured Homes and Parks opened or expanded after 4-20-72) A lot on which unoccupied trailers are parked for purposes of inspection and sale.

Manufactured home court. (Zoning) Any plot of ground on which there are located or intended to be located two or more manufactured homes to be occupied for dwelling or sleeping purposes.

Mansard roof. (Signs) Any roof that has an angle greater than 45 degrees and which derives part of its support from the building wall and is attached to (but not necessarily a part of) a low slope roof and which extends along the full length of the front building wall or three-quarters of the length of a side building wall. For purposes of Signs, Chapter 174, a low slope roof shall mean any roof with a pitch less than three inches rise per 12 inches horizontal.

May. Is permissive.

Mean sea level. (Flood Damage Prevention) For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Meter. (Building Regulations) For the purpose of establishing electrical permit fees for additions, alterations, repair, and new installments and to include farm buildings and owner/occupied dwellings a meter shall be defined as an apparatus to measure electrical power and an outlet shall be defined as a point on the wiring system at which current/voltage is switched, connected to a lighting fixture or receptacle, connected to utillzation equipment, and connected to any , equipment that receives, controls, stores, consumes, and/or transfers electricity.

Ministorage units. (Zoning) A structure or structures containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time.

Mitigation. (Tree and Preservation and Protection) The planting of trees on-site in an effort to lessen the environmental damage caused by the injury or removal of trees during development.

Mobile home. (Zoning) A manufactured home built prior to June 15, 1976.

Monopole tower. (Wireless Telecommunications Facilities) A communications tower constructed without the use of guy wires and ground anchors and consisting of only a single pole.

Monument sign. (Sign) A freestanding sign with a maximum height of six feet above the surrounding finish grade and whose entire base is in contact with and supported by the ground.

Mulch. (Physical Alteration of Land) A layer of leaves, straw, bark, or other organic material spread around plants to retain moisture, and to control weeds or erosion.

N

Native woodlands. (Tree Preservation and Protection) A biological community of trees and woody shrubs native to the Ozark Plateau, covering an area of 10,000 square feet or greater. A list of species to the Ozark Plateau may be found in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual.*

Natural drainage ways. (Physical Alteration of Land) Ephemeral, intermittent and perennial streams. Chapter 169 is not concerned with ephemeral streams.

New construction. (Flood Damage Prevention) For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of this development code.

New Development. (Water and Wastewater Impact Fees) Construction of a new single family

home and the construction or expansion of any other building or structure. The change in use of a building or structure that results in increased demand from water and wastewater facilities shall also be considered new development.

Nonconforming sign. (Signs) A sign existing on 12-19-72 which could not be built under the terms of the UDO.

Nonconforming use. (Airport Zone) Any pre-existing structure, object of natural growth, or use of land which does not conform to the provisions of Chapter 165 or an amendment thereto.

Nonconforming use. (Zoning) A use that lawfully occupied a building or structure or land on the effective date of the zoning ordinance, adopted June 29, 1970, and that does not conform to the use regulations of the district in which it is located.

Non-native woodlands. (Tree Preservation and Protection) A biological community of trees and woody shrubs, covering the area of 10,000 square feet or greater, descended from non-native species brought to the area during urban settlement. A list of typical non-native species may be found in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual.*

Nudity or state of nudity. (Zoning)

(A) The appearance of the bare human buttocks, anus, male genitals, female genitals or female breast.

(B) A state of dress which fails to opaquely cover a human buttock, anus, male genitals, female genitals, or areola of the female breast.

O

Obstruction.. (Airport Zone) Any structure, growth or other object, including a mobile object, which exceeds a limiting height set forth in Chapter 165.

Off-site sign. (Signs) A sign which directs attention to a business, commodity, service, entertainment or attraction sold, offered or existing elsewhere than upon the same lot where such sign is displayed. The term of-site sign shall include an outdoor advertising sign (billboard) on which space is leased or rented by the owner thereof to others for the purpose of conveying a commercial or noncommercial message.

One-hundred year flood. (100-year)(Flood Damage Prevention) A flood which has a one percent annual probability of being equaled or exceeded. It is identical to the "base flood," which will be the term used throughout Chapter 168.

On-site sign. (Signs) A sign which directs attention to a business, commodity, service, entertainment or attraction sold, offered or existing on the same lot where such sign is displayed; provided, an on-site sign may also display a noncommercial message.

Operator's permit. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) A written permit issued by the enforcement officer permitting the manufactured home park to operate under Chapter 175 and regulations promulgated thereunder.

Original tower height. (Wireless Telecommunications Facilities) Height of a tower, not including any antennas, on the date of the passage of this ordinance.

Outdoor advertising business. (Zoning) Provision of outdoor displays or display space on a lease or rental basis only.

Outdoor music establishment. (Zoning) Any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or businesses.

Outfall. (Stormwater Management, Drainage and Erosion Control) The terminus of a storm drain, where the contents are released.

P

Parcel. (Development) An area under one ownership.

Parking informational sign. (Signs) A wall sign or a freestanding sign indicating the location of a motor vehicle parking lot and designating the persons authorized to park in said lot. The size of a parking information sign shall not exceed four square feet. The number of parking informational signs on a parking lot shall not exceed the number of entrances for the parking lot.

Parking lot. (Zoning) An off-street, surfaced, ground level open area, for the temporary storage of five or more motor vehicles.

Parking space, off-street. (Parking and Loading) A space adequate for parking an automanufactured with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room.

Passive open space. (Development) An area intended for tranquil activities such as walking, sitting, observing and the less active games like shuffleboard and croquet.

Pavement width. (Development) The distance from inside edge of curb to inside edge of curb (Flow line to flow line).

Peak flow. (Stormwater Management, Drainage and Erosion Control) The maximum rae of flow of water at a given point and time resulting from a given storm event.

Peak flow attenuation. (Stormwater Management, Drainage and Erosion Control) The reduction of the peak discharge of storm runoff by storage and gradual release of that stored flow.

Percent minimum canopy. (Tree Preservation and Protection) The amount of existing tree canopy an applicant must preserve based on the zoning designation of the land to be developed.

Perennial stream. (Physical Alteration of Land) A stream that carries water year round.

Person. An individual, firm, limited or general partnership, corporation, company, business, association, joint stock association, organization, group of individuals, other legal entity or government entity, including a trustee, a receiver or assignee or a similar representative of any of them.

Personal use. (Wireless Telecommunications Facilities) "Personal use" refers to a non-commercial use by a resident of the subject property. If any revenues are generated from the operation of the tower, it will not be for personal use as such term is used.

Plan, General. (Development) The plan made and adopted by the Planning Commission and adopted by the City Council that includes studies and analysis of the population, housing and economics of the city and includes the future land use plan and the master street plan.

Plan, Future Land Use. (Development) A part of the general plan made and adopted by the Planning Commission and adopted by the City Council that establishes long-range planning policies and implementation strategies to manage and guide future growth and development, consisting of a map and text. It includes general recommendations for locations of land uses.

Plan, Master Street. (Development) A part of the general plan made and adopted by the Planning Commission and adopted by the City Council that classifying certain streets within the planning area jurisdiction as arterial or collector streets, consisting of a map and text.

Planned Zoning District. (Zoning, Development) A zoning district that allows for comprehensively planned developments for either single-use ormixed-use and permits development and zoning review as a simultaneous process.

Plat, concept. (Development) A generalized sketch of an area intended to be subdivided and containing sufficient information to allow the Planning commission to determine whether a subdivide can comply with the regulations.

Plat, final. (Development) A complete, and exact subdivision plat, prepared for official recording as required by state law, to define property boundaries and proposed streets and other improvements.

Plat, preliminary. (Development) A preliminary plat for a subdivision shall be a formal plan, drawn to scale, indicating prominent existing features of a tract and its surroundings and the general layout of the proposed subdivision and shall meet the requirements outline in Chapter 166.

Platform sign. (Signs) A single or double-face sign attached to a supporting base place on the ground surface.

Plumbing fixture. (Building Regulations) For the purposes of establishing plumbing permit fees for additions, alterations, repairs, and new installations, a plumbing fixture shall be defined as any service line and/or pipe replacement or extension and any device and equipment that receives, stores, consumes, transfers, and/or discharges liquid and/or waste.

Portable swinger sign and A-frame or sandwich sign. (Signs) An advertising device which is ordinarily in the shape of an "A" or some variation thereof, located on the ground, easily movable, not permanently attached thereto and which is usually two-sided.

Portable temporary attraction sign board. (Signs) A single or double-surface painted or poster panel type sign or some variation thereof, which is temporary in nature, usually mounted on wheels, easily movable, and not permanently attached thereto.

Precision instrument runway. (Airport Zone) A runway having an existing instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

Prefabricated Construction. (Zoning) Any structure built off-site excluding manufactured homes.

Primary surface. (Airport Zone) A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; for military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in §165.01. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

Private open space. (Development) The outdoor living area directly adjoining a dwelling unit or building, intended for the private enjoyment of the residents or occupantso f the dwelling unit or building and defined in such a manner that its boundaries are evident.

Projecting sign. (Signs) Any sign that shall be affixed at an angle or perpendicular to the wall of any building in such a manner to read perpendicular or at an angle to the wall on which it is mounted.

Public grounds. (Tree Preservation and Protection) Areas including street rights-of-way, alleys, parks, medians, substations, treatment plants, plazas, squares, public buildings and any other area designated for public use.

Public open space. (Development) Open space, including but not limited to, any park, lake, stream, playground, or natural area commonly open to the public.

R

Real estate sign. (Signs) Temporary sign placed upon property for the purpose of advertising to the public the sale or lease of said property.

Recreational Structure. (Development) Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground that has a primary use that is recreational in nature. Among other things, recreation structures include tennis courts, basketball courts, swimming pools and jogging trails.

Regulatory area. (Stormwater Management, Drainage and Erosion Control) That portion of the floodplain subject to inundation by the 100-year flood is defined as the regulatory area. Its width is determined by the 100-year flood. Its length or reach is determined by natural bounds such as a lake, or by structures such as a dam or bridge, or by political or legal bounds. In the absence of complete information to define or estimate a 100-year flood, an interim regulatory area may be designated on the basis of satisfactory existing floodplain information.

Regulatory floodway. (Flood Damage Prevention) See: "Floodway."

Relic orchard. (Tree Preservation and Protection) Groups of fruit trees originally planted for agricultural purposes, but since taken out of production.

Remedy a violation. (Flood Damage Prevention) To bring the structure or other development into compliance with state or local floodplain management regulations, or, if it is possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this development code, or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Remove. (Signs) Remove shall mean:

(A) The sign face, along with the posts, columns, or supports of freestanding signs, shall be taken down and removed from the property.

(B) The sign face and supporting structures of "projecting", "roof" or "wall" signs shall be taken down and removed from the property.

(C) The sign face of "painted wall signs" shall be removed by painting over the wall sign in such a manner as to completely cover up and hide from sight the sign in question.

Residential driveway. (Streets and Sidewalks) A driveway on public property adjacent to a public street or highway to provide entrance to or exit from residential property for the exclusive use and benefit of those residing therein.

Residential zone. (Streets and Sidewalks) Any one side of a block in which 50% or more of the frontage of that side is used for residential purposes.

Retail liquor store. (Zoning) Any business engaged primarily in the retail sale of spirituous, vinous or malt beverages or light wine or beer as said terms are defined by A.C.A. §3-1-102, §3-1-103 and §3-5-202 for off-premises consumption.

Retaining wall. (Physical Alteration of Land) A structure erected between lands of different elevation to protect structures and/or prevent erosion from the upper slope.

Retaining wall height. (Physical Alteration of Land) The height of a retaining wall, for setback

purposes, shall be defined as the vertical distance from the top of the wall to the ground surface of the low side.

Retention. (Stormwater Management, Drainage and Erosion Control) The use of complete storage to prevent the discharge of a given volume of stormwater runoff into surface waters.

Right-of-way. (Development) The land opened, reserved or dedicated for street, walk, drainage or other public purposes.

Riparian. (Tree Preservation and Protection) Of, relating to, or located on the bank of a river or stream.

Riparian buffer. (Tree Preservation and Protection) A biological community consisting of trees, woody shrubs and groundcover that exists along the banks of rivers, creeks or intermittent and perennial streams.

Rip-rap. (Physical Alteration of Land) A loose assemblage of stones placed on ground to prevent erosion. Rip-rap shall be sized so that displacement does not occur due to velocity of water.

Riverine. (Flood Damage Prevention) Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Roof sign. (Signs) Any sign wholly erected, constructed or maintained on the roof structure or parapet wall of any building.

Runway. (Airport Zone) A defined area on an airport prepared for landing and take-off of aircraft along its length.

Rural street. (Development) A street located, or to be located, outside the city limits of the city but within the planning area jurisdiction of the city.

S

Safety zone. (Streets and Sidewalks) All parts of the street or highway right-of-way between the curb or shoulder line and the right-of-way line along the property frontage, except those areas contained in the access driveways.

Sediment basin. (Physical Alteration of Land) A depression in a waterway designed to trap sedimentation before entry into the stormwater system.

Separate offense. (Tree Preservation and Protection) In relation to trees, each tree is a separate offense.

Service building. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) A building housing toilet and bathing facilities for men and women with laundry facilities and such other facilities as may be required by Chapter 175.

Setback. (Zoning) A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure 30 inches above the general ground level of the graded lot upward, provided, however, that fences, walls, poles, posts and other customary yard accessories, ornaments, and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

Setback lines or building lines. (Development) A line on a plat generally parallel to the street right-of-way, indicating the limit beyond which buildings or structures may not be erected except as provided in ordinances.

Setback, front. (Zoning)

(A) A setback extending between side lot lines across the front of a lot adjoining a public street. In the case of through lots, unless the prevailing front setback pattern on adjoining lots indicates otherwise, front setbacks shall be provided on all frontages.

(B) Depth of required front setbacks shall be measured at right angles to a straight line joining the foremost point of the side lot line, in the case of rounded property corners at street intersections, shall be assumed to be the point at which the side and front lines would have met without such rounding.

Setback, rear. (Zoning)

(A) A setback extending across the rear of the lot between inner side setback lines. In the case of through lots and corner lots, there will be no rear setbacls, but only front and side setbacks.

(B) Width of a required rear setback shall be measured in such a manner that the setback established is a strip of the minimum width required by the district regulation with its inner edge parallel with the rear lot line.

Setback, side. (Zoning)

(A) A setback extending from the rear line of the required front yard to the rear lot line, or in the absence of any clearly defined rear lot line, or in the absence of any clearly defined rear lot line to the point on the lot farthest from the intersection of the lot line involved with the public street. In the case of through lots, side setbacks shall extend from the rear lines of front setbacks required. In the case

of corner lots, yards remaining after full front setbacks have been established shall be considered side setbacks.

(B) Width of a required side setback shall be measured in such a manner that the setback established is a strip of the minimum width required by district regulations with its inner edge parallel with the side lot line.

Setback, special. (Zoning) A setback behind any required setback adjacent to a public street, required to perform the same functions as a side or rear setback, but adjacent to a lot line so placed or oriented that neither the term "side setback" nor the term "rear setback" clearly applies.

Sexually oriented business. (Zoning) An adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater, or adult theater.

Shall. (Zoning) Is mandatory.

Shopping center. (Signs) Two or more retail stores and/or service establishments, or one retail store and one service establishment, sharing customer parking areas, regardless of whether said stores and/or establishments occupy separate structures or are under separate ownership.

Sign. (Signs) Every device, frame, letter, figure, character, mark, plane, point, design, picture, stroke, stripe, trademark, or reading matter, which is used or intended to be used to attract attention or convey information when the same is placed out of doors in view of the general public; in addition, any of the above which is not placed out of doors but which is illuminated with artificial or reflected light not maintained stationary and constant in intensity and color at all times when in use shall be considered a sign within the meaning of Chapter 174, when placed near the inside surface of a window in such a way as to be in view of the general public and used or intended to be used to attract attention or convey information to motorists. For the purpose of determining number of signs, a sign shall be considered to be a single display surface or display device containing elements organized, related, and composed to form a unit. Where matter is displayed in a random manner, without organized relationship to elements, or where there is a reasonable doubt as to the relationship of elements, each element shall be considered to be a single sign.

Significant tree. (Tree Preservation and Protection) A tree with a diameter at breast height (DBH) of 24 inches or more for fast growth species, 18 inches or more for slow and moderate growth species, and 8 inches or more for understory species, as set forth in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual.* A tree may also be considered significant because of advanced age for its species, or because it represents an uncommon or endangered species, or due to its location on a site designated as historic by local, state or federal authorities.

Single housekeeping unit. (Zoning) A dwelling unit with common access to and common use of all living and eating areas an all areas and facilities for the preparation, serving and storage of food within the dwelling unit.

Site. (Physical Alteration of Land) Any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

Slope. (Physical Alteration of Land) An inclined ground surface., the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

Specified anatomical areas. (Zoning)

(A) Less than completely and opaquely covered human genitals, pubic region, buttock(s), and female breast below a point immediately above the top of the areola; and

(B) Human male genitals in a discernible turgid state, even if completely and opaquely covered.

Specified sexual activities. (Zoning)

(A) Human genitals in a state of sexual stimulation or arousal;

(B) Acts of human masturbation, sexual intercourse, or sodomy;

(C) Fondling or other erotic touching of human genitals, pubic region, buttock(s) or female breast.

Spot light illumination. (Signs) Illumination which comes from lamps, lenses or devices designed to focus or concentrate the light rays of the source.

Stabilization. (Physical Alteration of Land) That which is attained once the site is restored to its pre-development state in terms of soil stability and irritability.

Start of construction. (Flood Damage Prevention) The date the building permit is issued for either new construction or substantial improvement, provided the actual start of construction, repair, reconstruction, replacement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, beyond excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation or the installation of streets and/or

walkways, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Stealth technology. (Wireless Telecommunications Facilities) Systems, components and materials used in the construction of wireless communications facilities to make it compatible with the surrounding property.

Stormwater. (Stormwater Management, Drainage and Erosion Control) The flow of water that results from and occurs immediately following a rainfall event.

Stormwater management, drainage and erosion control permit. (Stormwater Management, Drainage and Erosion Control) A construction permit issued by the City of Fayetteville in compliance with the provisions of Chapter 170.

Stormwater management plan. (Stormwater Management, Drainage and Erosion Control) A plan for receiving, handling, and transporting storm and surface waters within the city's stormwater management system.

Stormwater management system. (Stormwater Management, Drainage and Erosion Control) All natural and man-made elements used to convey stormwater from the first point of impact with the surface of the earth to a suitable outlet location internal or external to the boundaries of the City of Fayetteville. The stormwater management system includes all pipes, channels, streams, ditches, wetlands, sinkholes, detention/retention basins, ponds, lakes, and other stormwater conveyance and treatment facilities whether public or private.

Stream. (Flood Damage Prevention) A watercourse having a source and terminus, banks, and channel through which waters flow at least periodically. Streams do not lose their character as a watercourse even though the water may dry up. For the purpose of this ordinance, streams are defined on the Flood Insurance Rate Map as single lines with no floodplain or floodway defined.

Stream corridor. (Stormwater Management, Drainage and Erosion Control) The landscape and physical features on both sides of a stream, including soils, slope, and vegetation, whose alteration can directly impact the stream's physical characteristics and biological properties.

Street. (Development) A strip of land, including the entire right-of-way, intended primarily as a means of vehicular and pedestrian travel which may also be used to provide space for sewers, public utilities, trees and sidewalks.

Street, arterial. (Development) A street or road of considerable continuity which serves or is intended to serve as the principal traffic way between separated areas or districts which is the main means of access to the primary street system or expressways.

Street, collector. (Development) A street which in addition to serving abutting properties, intercepts minor streets, connects with community facilities and carries neighborhood traffic to the major arterial street system. Where possible, houses should not front on collector streets.

Street, frontage. (Development) A minor street which is generally parallel to and adjacent to a major highway or railroad right-of-way and which provides access to abutting properties and protection from through traffic.

Street line. (Zoning) (Streets and Sidewalks) The right-of-way line of street.

Street, minor. (Development) A street used primarily to provide access to abutting properties.

Street right-of-way. (Development) The area designated for city improvements on both sides of the street.

Streets. (Streets and Sidewalks) Of higher use designation than collector street, including arterial streets and expressways as defined in Ordinance No. 1750 of the City of Fayetteville, Arkansas.

Structure. (Airport Zone) An object, including a mobile object, constructed or installed by man, including but without limitation, buildings, towers, cranes, smokestacks, earth formation, and overhead transmission lines.

Structure or building. (Zoning) Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include buildings, manufactured homes, walls, fences, billboards and poster panels.

Subdivider. (Development) A person, firm or corporation undertaking a subdivision as defined in Chapter 166, Development,.

Subdivision. (Development) The subdividing of land into lots and blocks, the parceling of land resulting in the need for access or utilities, or the dividing of an existing lot or parcel into two or more lots or parcels.

Substantial damage. (Flood Damage Prevention) Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial improvement. (Flood Damage Prevention) Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:

(A) Before the improvement or repair is started; or

(B) If the structure has been damaged, and is being restored, before the damage occurred.

For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.' The term does not, however, include either:

(a) Any project for improvement or a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or

(b) Any alteration of a structure listed on the National Register of Historic Places, or a state inventory of historic places.

Suburban. (Development) Located outside the corporate city limits, but within the city's planning area.

T

Tandem lot. (Zoning) A lot which does not have required frontage on a public street and which is located behind a lot or a portion of a lot which does have frontage on a public street.

Telecommunications. (Wireless Telecommunications Facilities) The transmission, between or among points as specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received.

Terrace. (Physical Alteration of Land) A relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes.

Topping. (Tree Preservation and Protection) Also referred to as stubbing, dehorning, pollarding and heading; it is the severe removal of the tree canopy back to large stubs.

Tower or communications tower. ' (Wireless Telecommunications Facilities) Any structure that is designed and constructed for the primary purpose of supporting one or more antennas, including lattice towers, guy towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is not intended to describe buildings or other structures that have been constructed primarily for a purpose other than supporting one or more antennas, despite the fact that such structure may currently, or in the future, actually support one or more antennas.

Townhouse. (Zoning) Two or more single-family dwelling units constructed in a series of attached units with property lines separating each unit.

Transitional surfaces. (Airport Zone) A surface extending outward at 90 degree angles to the runway centerline and the runway centerline extended at a slope of seven feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.

Travel trailer. (Zoning) A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel and recreational purposes, having a body width not exceeding eight feet.

Tree. (Airport Zone) Any object of natural growth.

Tree. (Tree Preservation and Protection) Any self-supporting woody perennial plant, usually having a main stem or trunk and many branches, and at maturity normally attaining a trunk diameter greater than three inches at DBH and a height of over 10 feet.

Tree and Landscape Advisory Committee. (Tree Preservation and Protection) An advisory committee appointed by the City Council to assist the landscape administrator with city beautification and the management of its trees.

Tree preservation area. (Tree Preservation and Protection) Those areas designated for the protection of both preserved and planted trees depicted on a tree preservation plan, abbreviated tree preservation plan, preliminary plat, large scale development, or site plan.

Tree preservation plan. (Tree Preservation and Protection) A site plan that delineates tree preservation areas and details measures to be taken to ensure protection and survivability of trees to be saved, prior to and during construction.

Tree registry. (Tree Preservation and Protection) A list of trees registered with the city due to documented historic association, rare tree species or extraordinary value because of their age, size or type.

Tree surgery. (Tree Preservation and Protection) Includes cavity filling/repair, bracing, cabling, and wound treatment.

U

Unified Soil Classification System. (Physical Alteration of Land) A system adopted jointly by the Corps of Engineers and Bureau of Reclamation in 1952 to classify soils according to texture, plasticity, and performance as engineering construction material.

Unit. (Building Regulations) A product or equipment used in heating and air conditioning, refrigeration, ventilation, or process cooling and heating system.

Universal soil loss equation. (Physical Alteration of Land) An equation that was developed by USDA to determine erosion based rainfall, soil irritability, slope, length of slope, plant cover, and mulching.

Urban. (Development) Located within the corporate city limits.

Urban street. (Development) A street located, or to be located, within the city limits.

Use buffer. (Tree Preservation and Protection) Trees or other woody shrubs that serve to screen incompatible land uses, unwated light, or noise.

Used or occupied. (Zoning) Include the words "intended", "designed", or "arranged to be used or occupied."

V

Variance. (Flood Damage Prevention) A grant of relief to a person from the requirements of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see §60.6 of the National Flood Insurance Program regulations.

Variance. (Zoning) A variance is a relaxation of the terms of zoning, Chapters 160 through 165, where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement would result in unnecessary and undue hardship.

Veterinary small animal out-patient clinic. (Zoning) An office where vaccination and treatment of small animals is performed; where no x-rays, surgery or treatments requiring hospitalization are performed; where no overnight boarding is permitted; and where no after-hours or weekend emergency services are performed.

View obscuring vegetation. (Zoning) A screen of live plant material that is opaque from the ground to a height of at least six feet intended to exclude visual contact between uses and to create a strong impression of special separation during all seasons of the year. At maturity, the screen shall be considered to be view obscuring if there are no openings of greater that one square foot.

Violation. (Flood Damage Prevention) The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Chapter 168 is presumed to be in violation until such time as that documentation is provided.

Visual runway. (Airport Zone) A runway intended solely for the operation of aircraft using visual approach procedures.

W

Wall sign. (Signs) Any sign that shall be affixed parallel to the wall or printed on the wall of any building in such a manner as to read parallel to the wall on which it is mounted; provided, however, said wall sign shall not project above the top of the wall or beyond the end of the building. For the purpose of Chapter 174, any sign display surface that is affixed flat against the sloping surface of a mansard roof shall be considered a wall sign. Any sign that is affixed to the face of the building marquee, building awning, or a building canopy shall be considered a wall sign.

Wastewater System Improvements. (Water and Wastewater Impact Fees) Capacity-enhancing improvements to the facilities for the transmission, treatment, reclamation and disposal of wastewater. Lift stations, force mains and gravity mains, or excluded from the definition of wastewater system improvements.

Water surface elevation. (Flood Damage Prevention) The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Water System Improvements. (Water and Wastewater Impact Fees) Capacity-enhancing improvements to the facilities for the supply, storage, transmission and distribution of potable water, excluding water lines less than eight inches in diameter and other lines that are the minimum size needed to serve an individual development project.

Windblown sign. (Signs) Any flag, pennant, balloon, spinner, or blimp.

Wireless Communications Facility (WCF). (Wireless Telecommunications Facilities) A land use facility that transmits and/or receives electromagnetic signals for the purpose of transmitting analog or digital voice or data communications. It includes antennas, microwave dishes, horns and other types of monopoles, or similar structures supporting said equipment, equipment buildings, shelters or cabinets, and other accessory development. Wireless communications facility includes personal wireless services as defined in the Federal Telecommunications Act of 1996, and as subsequently amended.

(Code 1965, §§13A-1; 13B-1; 17B-7(a0, 19-24, 1713-2; App. A, Art. 17; App. B, §1; App. C, Art. 1, §D; Ord. No. 1509, 8-8-66; Ord. No. 1747, 6-20-70; Ord. No. 1790, 3-15-71; Ord. No. 1801, 6-21-71; Ord. No. 1859, 3-20-72; Ord. No. 1893, 12-19-72; Ord. No. 1998, 5-7-74; Ord. No. 2581, 12-4-79; Ord. No. 2697, 1-20-81; Ord. No. 2753, 8-18-81; Ord. No. 2789, 1-18-82; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3011, 6-5-84; Ord. No. 3024, 8-21-84; Ord. No. 3231, 12-2-86; Ord. No. 4024, §2, 3-28-87; Ord. No. 3298, 10-6-87; Code 1991, §§98.60, 118.01, 150.02, 156.001, 156.065, 158.03, 158.35, 159.04, 160.002, 160.096(A), 160.121, 161.06, 162.02, 163.02; Ord. No. 3551, 6-4-91; Ord. No. 3138, 11-5-85; Ord. No. 3165, 2-4-86; Ord. No. 3699, §2, 4-20-93; Ord. No. 3780, §1, 4-19-94; Ord. No. 3794, §1 5-17-94; Ord. No. 3870, §1, 4-1-94; Ord. No. 3895, 6-20-95; Ord. No. 3901, §1, 2, 7-5-95; Ord. No. 3908, §1, 7-18-95; Ord. No. 3970, §1, 7-18-95; Ord. No. 3913, §1, 8-1-95; Ord. No. 3963, §1, 4-16-96; Ord. No. 3970, §1, 5-7-96; Ord. No. 3971, §1, 5-21-96; Ord. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, 8-18-98; Ord. No. 4127, 12-15-98; Ord. No. 4178, 8-31-99; Ord. No. 4226, 2-15-00; Ord. No. 4285, 1-2-01; Ord. No. 4321, 6-19-01; Ord. No. 4340, 10-2-01)

TITLE XV. UNIFIED DEVELOPMENT ORDINANCE

Chapter 157. Notification and Public Hearings.

Sec. 157.01. General requirements/information.
Sec. 157.02. Development.
Sec. 157.03. Zoning.
Sec. 157.04. Conditional uses.
Sec. 157.05. Vacations of streets, alleys, rights-of-way and easements.
Sec. 157.06. Appeals of staff decisions/interpretations.
Sec. 157.07. Manufactured homes and manufactured home parks.
Sec. 157.08. Fire Prevention Code.
Sec. 157.09. Sign Appeal.
Secs 157.10--157.99. Reserved.

Sec. 157.07. Manufactured homes and manufactured home parks.

(A) Whenever the enforcement officer determines that there are reasonable grounds to believe that there has been a violation of any provision of Chapter 175, or any regulation adopted pursuant thereto, he/she shall give notice of such alleged violation to the owner of the park and to the person to whom the operator's permit was issued, as hereinafter provided.

(B) Such notice shall:

(1) Be in writing;

(2) Include a statement of the reasons for its issuance;

(3) Allow a reasonable time for the performance of any act it required;

(4) Be served upon the owner and the operator; provided, that such notice or order shall be deemed to have been properly served upon such owner or operator when a copy thereof has been sent by certified mail to their last know address, or when they have been served with such notice by any other method authorized or required by the laws of the state; and,

(5) Contain an outline of remedial action, which, if taken, will effect compliance with the provisions of Chapter 175 and with regulation adopted pursuant thereto.

(Code 1965, §13B-13; Ord. No. 1859, 3-20-72; Code 1991, §156.077; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Cross reference(s)—Manufactured homes and Manufactured home Parks, Ch. 175, §163.22.

Sec. 157.08. Fire Prevention Code. *Blasting.* In addition to the requirements and regulations provided in the Fire Prevention Code, the applicant for a blasting permit shall notify all residential property owners located within 200 yards of a blasting site. Notification may be personal contact, or by written notice left at the residence and shall contain the dates of any blasting activity.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4125, 11-17-98)

Cross reference(s)--Fire Prevention Code/Building Code, § 173.02.

Sec. 157.09. Sign Appeal.

(3) *Public Hearing.* Upon receipt of a petition for a sign appeal, the Board of Sign Appeals shall hold a public hearing on the requested appeal.

(4) *Notice of public hearing - city.* Notice of public hearing shall be given by the city using the following methods:

(1) *Sign.* A sign 18 inches high and 24 inches wide shall be placed upon the property seven days before the date of the public hearing.

(2) *Other notice.* The Board of Sign Appeals shall also give notice of such hearing to interested persons and organizations as it deems feasible and practicable.

Secs. 157.10–157.99. Reserved.

TITLE XV. UNIFIED DEVELOPMENT ORDINANCE

Chapter 159. Fees.

Sec. 159.01. Fees/schedule.
Secs. 159.02.–159.99. Reserved.

CHAPTER 159. FEES.

Sec. 159.01. Fees/schedule.

(A) *Fees.* Fees shall be imposed, as set forth below, to cover the cost of public notices and such other expenses as may be incurred in connection with processing of applications, plan reviews, amendments, permits, variances and other matters pertaining to the UDO.

(1) An alderman may present a resolution to the City Council to waive, or reduce development permit fees otherwise required by this chapter, elsewhere within the Unified Development Ordinance. If the reduction, or waiver would serve the public interest, alleviate an unfair burden upon an applicant, or be beneficial to the city as a whole, the City Council may grant such reduction, or waiver of permit fee.

(B) *Fee schedule.*

(1) *General.* Unless specific fees are set forth below, the City Council shall, by resolution, establish a schedule of fees and a collection procedure. The schedule of fees shall be posted in the Planning Division.

(2) *Signs.*

(a) *Signs.* For each sign or other advertising structure regulated by Chapter 174; $10.00 plus $1.00 per square foot of sign face.

(b) *Windblown signs.* $10.00.

(c) *Sign variance.* Filing fee: $350.00

(3) *Development.*

Concurrent Plat

Nonresidential	$800.00
10 or less residential units	$200.00
25 or less residential units	$400.00
26 or more residential units	$800.00

Preliminary Plat

Nonresidential	$800.00
10 or less residential units	$200.00
25 or less residential units	$400.00
26 or more residential units	$800.00

Final Plat

Nonresidential	$800.00
10 or less residential units	$200.00
25 or less residential units	$400.00
26 or more residential units	$800.00

Concept Plat	$50.00

Lot split	$200.00

Large Scale Development

Nonresidential	$800.00
10 or less residential units	$200.00
25 or less residential units	$400.00
26 or more residential units	$800.00

Planned Zoning District

Nonresidential	$1,125.00
Residential:	
10 or less residential units/lots	$525.00
25 or less residential units/lots	$725.00
26 or more residential units/lots	$1,125.00

(4) *Physical alteration of land.*

Permit Fee

Less than ½ acre	$75.00
½ to 1 acre	$100.00
Over 1 acre	$200.00
Appeals	$100.00

(Ord. No. 4113, 8-18-98)

(5) *Drainage.* Non-refundable permit application fee.

Up to 0.5 acre	$75.00
0.51 to 1.0 acre	$100.00
Over 1.0 acre	$200.00
Appeals	$100.00

(6) *Zoning.*

Rezoning	$325.00
Conditional use	$100.00
Manufactured home:	
Initial permit	$25.00
Renewal	$12.50
Home occupation:	
Initial permit	$25.00
Renewal	$12.50
Variance:	
Before any violation has occurred	$25.00
After any violation has occurred	$100.00
Appeal of Zoning and Development Administrator interpretation	$25.00
Certificate of Zoning Compliance	$25.00

(7) *Streets and sidewalks.*

Driveway and curb cut	$20.00
Sidewalk	$20.00
Driveway, curb cut and sidewalk	$25.00
Excavation of streets and other public ways	$5.00

Cross reference(s)–Excavations, §171.14

(8) *Tree preservation.*

Filing fee	$120.00

(9) *Floodplain determination.*

Administrative review fee	$25.00

(10) *Vacations.*

Filing fee	$200.00

(11) *Building permits.*

(a) *General fees.* The following general provisions shall apply to all permits, including but not limited to building, electrical, gas, mechanical and plumbing; and shall apply in addition to the fees and requirements set forth in each separate code.

(i) *Permit fees.*

a. *Design/build fee.* In addition to the permit fees, a design/build fee for fast-track, design-build, and buildings permitted with construction progressing as design and construction plans are in progress shall be equal to one-half the permit fee but shall not be more than $1,000.00.

b. *Emergency, investigative and after hour(s).* In addition to the permit fee, an emergency fee for after hours inspection, investigations and emergency inspections shall be $20.00 per inspection.

c. *Outside city limits.* In addition to the permit fee, each inspection required outside Fayetteville city limits shall be $20.00 per inspection.

d. *Work without permit.* Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled. Payment of such double fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work nor from any other applicable penalties.

e. *Re-inspection.* For each re-inspection for correction of violations and/or if installation is not ready for requested inspections the fee shall be $20.00.

(ii) *Permit valuation.*

a. Permit valuation, is the reasonable valuation, of all services, labor, materials, and appliances or devices entering into and necessary to the prosecution and completion of the work ready for occupancy.

b. The permit valuation shall include total cost such as plumbing, electrical, gas, mechanical, equipment, and other systems, however, the cost of excavation or grading, paying, and land cost are not deemed a part of such permit valuation.

c. The building permit fee shall be based on the valuation as determined by the building code data or as submitted by the applicant, whichever is greater.

(iii) *Exemptions from permit fees.*

a. *Historical buildings.*

1. Buildings identified and classified as historical buildings or structures by state or local jurisdiction shall be exempt from permit fees.

2. The Mayor may exempt all or part of the applicable permit fees for buildings that can be proven to be more than 50 years old that are judged by the building official to be safe and in the public interest of health, safety, and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, or relocation,

or moving of buildings within fire districts.

b. *Building construction.* Building construction fees shall be as set forth in the building code, fees appendix, except as set forth below:

Partial C of O	$25.00
Original C of O--new building	$15.00
Certificate of completion	$15.00
C of O--existing building and/or change of occupancy use	$25.00
Demolition permit	$50.00
Temporary C of O	$25.00
Annual C of O renewal	$12.50
Annual C of O renewal--if expired	$25.00
Footing/foundation only	$50.00
Appeal of building official to Construction Board of Adjustment and Appeal	$50.00
Moving permit	$100.00
Permit extension	$50.00
Plan view fee--shall not exceed	$1,000.00

c. *Demolition fees.* Single family residences shall be exempt from demolition fees.

(12) *Electrical.*

(a) *Electrical permit fees.* Fees for permit shall be paid to the city, as follows:

i. First four meters, new or replacement, $20.00

ii. For each additional meter on a building, $5.00

iii. $0.25 per outlet, and $10.00 per inspection with electrical wiring in concrete.

iv. Neon tube lighting shall be $10.00 for each transformer.

v. A minimum fee for any electrical permit shall be $20.00.

(b) *Apprentice electrician.* Registration of an apprentice electrician, $10.00.

(13) *Gas.*

(a) *Gas permit fees.* Fees for gas permit shall be paid to the city, as follows:

i. First five fixtures for $20.00 plus $2.00 for each additional fixture.

(b) *Exceptions.* Gas ranges/ovens, domestic clothes dryers, and space heaters not required to have a vent are exempted and gas permits are not required to connect these appliances to an existing gas outlet in an existing piping system.

(14) *Mechanical permit fees.* Fees for a mechanical permit shall be paid to the city as follows:

Minimum permit fee for the first unit	$20.00
Additional units greater than ⅛ horse power	$5.00
Fractional horse power mechanical exhaust	$2.00
Gas vent per unit	$5.00

(15) *Plumbing.*

(a) *Plumbing permit fees.* Fees for plumbing permits shall be paid to the city, as follows:

i. First five fixtures for $20.00, plus $1.75 for each additional fixture, and

ii. $10.00 for each inspection required for plumbing under slab.

Sec. 159.02 Water and wastewater impact fees

(A) *Applicability.*

(1) The following provisions shall apply to all of the territory within the City's water and wastewater service areas, including areas outside the corporate city limits and within service areas located within Washington County and other incorporated cities after June 16, 2003 .

(2) The following types of development shall be required to pay a water and/or wastewater impact fee:

(a) New development seeking a new connection to the City's water or wastewater system.

(b) New development seeking a new connection to the system of a wholesale customer of the City's water or

wastewater system, where collection of the City's impact fee is required by the City's contract with the wholesale customer.

(c) Residential redevelopment involving the construction of one or more additional dwelling units.

(d) Nonresidential redevelopment seeking a larger capacity water meter.

(B) *Intent*

(1) The intent of wastewater and water impact fees is to ensure that new development bears a proportionate share of the cost of improvements to the City's water and wastewater systems; to ensure that the proportionate share does not exceed the cost of providing water and wastewater facilities to the development that paid the fee; and to ensure that funds collected from developments are used to construct water and wastewater facilities that serve such developments. It is further the intent of this Ordinance to use the impact fees to implement the City's 2020 General Plan and future plan updates and to implement the City's Five Year Capital Improvements Program.

(2) It is not the intent of this Ordinance to collect any money from any development in excess of the actual amount necessary to offset demands generated by that development for the water and wastewater facilities for which the fee was paid.

(3) It is not the intent of this Ordinance that any monies collected for the water impact fee and the wastewater impact fee ever be commingled or ever be used for a type of facility different from that for which the fee was paid.

(C) *Time of Collection*

(1) Water and wastewater impact fees for new development shall be paid prior to the issuance of a new or larger water meter, connection to the wastewater system, or issuance of a building permit; whichever comes first.

(2) Development projects which have obtained building permits prior to the effective date of this ordinance shall not have to pay impact fees if the building is completed with water and sewer hook-ups installed and certificate of occupancy issued no later than six (6) months from the effective date of this ordinance.

(D) *Fee Determination*

(1) *Schedule of Fees.* The Impact Fee Administrator shall determine the amount of the water and wastewater impact fees for residential uses based on the type or size of the dwelling unit and for nonresidential uses based on the size of the water meter using the following schedule:

Land Use	Unit	Water	Waste-Water	Total
Single-Family (average)	Dwelling	$308	$835	$1,143
Multi-Family (per dwelling unit)	Dwelling	$219	$593	$812
Nonresidential (5/8" x 3/4" meter)	Meter	$308	$835	$1,143
Nonresidential (1" meter)	Meter	$770	$2,088	$2,858
Nonresidential (1-1/2" meter)	Meter	$1,540	$4,175	$5,715
Nonresidential (2" meter)	Meter	$2,464	$6,680	$9,144
Nonresidential (3" meter)	Meter	$4,928	$13,360	$18,288
Nonresidential (4" meter)	Meter	$7,700	$20,875	$28,575
Nonresidential (6" meter)	Meter	$15,400	$41,750	$57,150
Nonresidential (8" meter)	Meter	$24,640	$66,800	$91,440
Nonresidential (10" meter)	Meter	$35,420	$96,025	$131,445

(2) *Redevelopment, Reconstruction, Change of Use.* In the event of a redevelopment, reconstruction or change of use from an existing development or use, the fee shall be the difference between what the fee would be for the entire redevelopment or reconstruction project and what the fee would have been for the existing development or use. Enlargement of a single family home will not require any impact fee.

(3) *Mixed Use.* If the proposed development includes a mix of the residential land uses and/or nonresidential meter sizes that are listed in the impact fee schedule, the fee shall be determined by adding up all the water and wastewater impact fees that would be applicable for each residential land use type and/or nonresidential meter size as if it was a freestanding land use type.

(4) *Fire Suppression / Low Pressure.* It is the intent of this ordinance to base water and

wastewater impact fees on the typical usage in a new building or other facility. Extinguishing of fires is not a part of typical usage; to allow adequate fire flow to sprinklers and internal hydrants at some large and at-risk properties, it may be necessary for fire protection purposes to install a larger water meter than would be necessary to meet day-to-day needs of that facility. In addition, a larger meter may be required in areas of low water pressure than in areas of normal water pressure for the same type of use. In those cases, it is the policy of the City that the impact fee for water and wastewater should be based on the meter size needed by that facility for its typical usage, without regard to fire-flow or unusual pressure conditions.

(5) *Irrigation.* Any separate water meter installed for irrigation purposes only shall not be included in the calculation of the wastewater impact fee.

(6) *Affordable Housing Exemption.*

(a) *Single family housing.* Construction of single family housing funded wholly or primarily by federal Community Development Block Grants, non-profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable, owner-occupied, single family residences to low income individuals shall be exempted from payment of impact fees pursuant to this ordinance by the Impact Fee Administrator.

(b) *Appeal.* A person aggrieved by the Impact Fee Administrator's refusal to grant an Affordable Housing Exemption may appeal the denial to the Planning Commission.

(E) *Use of Fees.*

(1) *Establishment of Accounts.* An Impact Fee Fund that is distinct from the General Fund of the City is hereby created, and the impact fees received will be deposited in the following interest-bearing accounts of the Impact Fee Fund:

(a) Water Impact Fee Account, and

(b) Wastewater Impact Fee Account.

(2) *Water Impact Fee Accounts.* The Water Impact Fee Account shall contain only those water impact fees collected pursuant to this Ordinance plus any interest which may accrue from time to time on such amounts.

(3) *Wastewater Impact Fee Account.* The Wastewater Impact Fee Account shall contain only those wastewater impact fees collected pursuant to this Ordinance plus any interest which may accrue from time to time on such amounts.

(4) *Order of Use.* Monies in each impact fee account shall be considered to be spent in the order collected, on a first-in/first-out basis.

(5) *Use of Fees.* The monies in each impact fee account shall be used only for the following:

(a) *Acquisition.* To acquire land for and/or acquire or construct water or wastewater system improvements of the type reflected in the title of the account and as described in the Impact Fee Study as well as extension of service to new development paying an impact fee.

(b) *Debt service.* To pay debt service on any portion of any current or future general obligation bond issue or revenue bond issue used to finance water or wastewater system improvements of the type reflected in the title of the account that created or will create capacity to serve new development.

(c) As described in subsection F, Refunds.

(F) *Refunds.*

(1) Any monies in the Impact Fee Fund that have not been spent or encumbered within ten (10) years after the date on which such fee was paid shall be refunded by the City to the then current owner of the land for which the fee was paid with interest since the date of payment. Interest shall be based on a five percent annual rate.

(2) After an impact fee has been paid pursuant to this Ordinance, no refund of any part of such fee shall be made due to the fact that the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the number of dwelling units in the project, or the size of the water meter required.

(3) At the time of payment of the water or wastewater impact fee under this Ordinance,

the Impact Fee Administrator shall provide the applicant paying such fee 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 collection of any impact fee under this Ordinance.

(Code 1965, §§17B-3(c); 17B-7(k), 18-27, App. A., Art. 9(6), 10(2), 11, App. C., Art. II, §E; Ord. No. 1747, 6-29-70; Ord. No. 1790, 3-15-71; Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Ord. No. 2581, 12-4-79; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3230, 11-8-86; Ord. No. 3298, 10-6-87; Code 1991, §§98.62, 158.22, 158.45, 159.15, 160.172, 160.195, 160.197; Ord. No. 3716, §2, 6-15-93; Ord. No. 3925, §4, 7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, § 1, 8-18-98; Ord. 4323, 8-19-01; Ord. No. 4447, §1, 12-17-02)

Secs. 159.03.–159.99. Reserved.

(D) *Unit 4. Cultural and recreational facilities.*

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included uses.*

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Detention home	
Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	
Zoo	

Cross-reference(s)--Parking and Loading, Ch. 172.

(E) *Unit 5. Government facilities.*

(1) *Description.* Unit 5 consists of the main facilities of government agencies.

(2) *Included uses.*

City or county jail
Courts of law
Fire station
Governmental agencies and offices
Library
Police station
Post office

(F) *Unit 6. Agriculture.*

(1) *Description.* Unit 6 consists of agricultural uses and services and certain other uses suitable for location near, but not in, a residential district.

(2) *Included uses.*

Agricultural uses and services:	Farm:	•Egg •Truck
	Services:	•Hay baling •Smoking, curing and selling of smoked or cured poultry and livestock •Sorting, packing and selling of fruits, vegetables and flowers •Threshing

(G) *Unit 7. Animal husbandry.*

(1) *Description.* Unit 7 consists of livestock raising and related activities which are ordinarily objectionable to other uses and require, therefore, a buffer strip when abutting a C or R District.

(2) *Included uses.*

Animal farms for show, breeding, and training	
Farms with livestock	
Kennel	
Livestock services:	•Animal hospitals •Shipping of livestock •Training of horses •Veterinarian's treatment areas
Recreational uses:	•Guest ranch •Riding stable * •Rifle range •Rodeo ground

Sec. 163.10. Manufactured and mobile homes.

(A) *Manufactured home parks.* Manufactured home parks shall be subject to the provisions of Manufactured homes and Manufactured home Parks, Chapter 175, and Development, Chapter 166 and shall require a conditional use permit in all RMF districts.

(1) *Accessory commercial uses.* In a manufactured home park there may be provided accessory commercial uses intended solely for the convenience of the residents of the development, provided that:

(a) All such units are operated within an enclosed structure;

(b) The gross floor area of such accessory uses shall not exceed 25 square feet for each manufactured home space in the park;

(c) No such structure shall be closer than 100 feet to any property in an R or R-O District outside the development;

(d) All accessory commercial uses shall be located in a manner that the use is surrounded by the manufactured home park and is not located on the outer boundaries of said park.

(2) *Dwelling units.* No single-family, two-family, or multi-family dwelling unit may be erected or placed upon any lot within a manufactured home park unless said lot and dwelling meets all requirements of the zoning regulations for such a dwelling in the zoning district where the manufactured home park is located.

(B) *Location of manufactured and mobile homes.*

(1) *Manufactured home parks/exceptions.* Manufactured homes are permitted in manufactured home parks and in the R-A, Residential – Agricultural zoning district.

(2) *Mobile homes.* Mobile homes are permitted in manufactured home parks.

(Code 1965, App A, Art. 7 (12); Ord. No. 1747, 6-29-70; Ord. No. 1869, 6-19-72; Ord. No. 2320, 4-5-77; Code 1991, §160.086; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Secs. 163.11. Outdoor music establishments. Outdoor music establishments operating during May or June of 2002 may continue to operate at the same location without this conditional use even if the ownership or name of the outdoor music establishment changes in the future as long as the establishment does not terminate its outdoor music for 12 consecutive months or longer. All other outdoor music establishments shall not be allowed in any zoning district, except C-1, C-2, C-3 and C-4, where they may be allowed as conditional uses subject to the following additional conditions:

(A) *Site plan.* A site plan showing the proposed location and size of the outdoor music area; location and direction of the speakers; noise absorbing walls, structures or devices; proposed days and hours of operation of the outdoor music area; and measures proposed to lessen or eliminate any adverse affects upon nearby residences and businesses.

(B) *Planning Commission review.* In addition to all normal considerations for a conditional use, the Planning Commission may require noise reducing measures and structures be incorporated into an outdoor music area, may limit the size, power, number and direction of speakers, and may limit the hours of outdoor music generation from the establishment.

(C) *Fayetteville noise ordinance violation.* If the establishment or any band or any person operating at such establishment is convicted of violating the Fayetteville noise ordinance (§96.06 of the *Code of Fayetteville*), such violation may constitute grounds for revocation of this conditional use to operate an outdoor music establishment.

(D) *Fayetteville entertainment district.* The City Council's policy is to encourage outdoor music establishments along Dickson Street from Block Avenue to Arkansas Avenue and on West Avenue from Spring Street to Lafayette Street as long as such establishments are reasonably compatible with adjoining neighborhoods.

(Ord. No. 4409, §2, 8-6-02)

TITLE XV. UNIFIED DEVELOPMENT ORDINANCE

Chapter 173. Building Regulations.

Sec. 173.01. General provisions.
Sec. 173.02. Fire Prevention Code/Building Code.
Sec. 173.03. Fire zones.
Sec. 173.04. Electrical Code.
Sec. 173.05. Gas Piping Code.
Sec. 173.06. Plumbing Code.
Sec. 173.07. Mechanical Code.
Sec. 173.08. Unsafe buildings.
Sec. 173.09. Homebuilders Registration.
Sec. 173.10. Standard Housing Code.
Secs. 173.11.–173.99. Reserved.

CHAPTER 173. BUILDING REGULATIONS.

Sec. 173.01 General provisions. In addition to the specific provisions provided hereinafter, the following general provisions shall apply to the Building Code, Electric Code, Gas Code, Mechanical Code and the Plumbing Code.

(A) *Permits.*

(1) *Fees paid.* A permit shall not be issued until the fees prescribed have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical, or gas systems has been paid.

(2) *Expiration.* Every permit issued hereunder shall expire by limitation and become null and void if construction/installation authorized by permit is not commenced within six months from the date of such permit, or if the construction/installation authorized by such permit is abandoned for a period of six months at any time after the construction/installation is commenced. Before such installation can begin or be recommended, a permit extension fee shall be paid or a new permit shall be secured for the unfinished portion of the installation as required by the building official.

(B) *Liability insurance.*

(1) The following shall be required to carry liability insurance.

(a) Every licensed master electrician applying for an electrical permit;

(b) Every licensed supervising gas filter actively engaged in gas installations;

(c) Every licensed mechanical/HVACR licensee engaged in mechanical installations.

(d) Every licensed master plumber actively engaged in plumbing installations.

(2) Liability insurance shall be carried as set out below:

•General aggregate	$100,000.00
•Personal and advertising	$100,000.00
•Each occurrence	$100,000.00

Each certificate shall indicate name of insurance company issuing policy, name of insured, policy number, effective and expiration date, and signature of authorized representative of insurance company.

(C) *Responsibilities of permit applicant.*

(1) *Notice to city.* It shall be the duty of the permit applicant or his authorized representative to give notice to the city Building Safety Division when an installation is ready for an inspection.

(2) *Installation ready for inspection.* It shall be the duty of the permit applicant to make sure that the installation is ready for inspection before the inspection is requested.

(3) *Provide ready access.* It shall be the duty of the permit applicant to provide ready access to the premises where the requested inspection is to be made.

(D) *Exemptions.* The assembly and erection of approved equipment by the manufacturer of such equipment, except electrical, gas, mechanical, and plumbing connections to said equipment, shall be exempt from permitting and inspection provisions.

(E) *Uncovering work.* Any installation or part thereof which is installed, altered, or repaired and covered before being inspected shall be uncovered for inspection as required by the Building Safety Division Director.

(F) *Certificate of occupancy.*

(1) *Required.* In addition to the building permit fee, buildings and parts of buildings shall not be occupied before a certificate of occupancy is executed and issued by the building official.

(2) *Copy upon request.* The owner of a single-family and multi-family residential dwelling will receive a copy of the certificate of occupancy if requested.

(Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.02. Fire Prevention Code/Building Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council, by reference thereto, the provisions set forth in the Arkansas Fire Prevention Code, with state adopted appendices, as may from time to time hereafter be amended and adopted by the State of Arkansas, save and except such portions of said

code as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions to the Building Code.* The Building Code shall be amended as follows:

(1) *Construction documents.* Plans reviewed for code compliance with permits issued shall be destroyed after construction is complete and as allowed by law after being copied for permanent record and maintained by the city. Plans retained on file for one-through four-family residential dwelling units will be destroyed when construction is complete and may not be permanently copied.

(a) *Plans.* Plans submitted to be reviewed for code compliance and permitting shall note the following:

(i) Construction type;

(ii) Occupancy classification(s);

(iii) Occupant load;

(iv) Design live loads;

(v) Design dead loads;

(vi) Occupancy and tenant separations;

(vii) Design snow load; and

(viii) Design wind load.

(b) *Ground snow loads.* Ground snow loads to be used in the determination of design snow loads shall not be less than 20 pounds per square foot.

(c) *Plan review.* A plan review by an independent entity may be required by a building official for plans of unusual, special, and/or hazardous use of buildings submitted for permit or review.

(2) *Footing.*

(a) *Design requirements.*

(i) The footing bottoms shall be a minimum of 24 inches below finish grade, and

(ii) The minimum width of a concrete footing for one story building with 1,400 or less square feet shall be 18 inches. The minimum width of a concrete footing for two-story buildings and buildings greater than 1,400 square feet shall be 24 inches. All footings shall be reinforced with horizontal steel rebar; and

(iii) Minimum footing rebar size shall be two #4's in an 18 inch footing and three #4's in a 24 inch footing and tied perpendicular with #4 rebar at 24 inches on center, and supported three inches (3") from the bottom of the footing with support approved by the building official; and

(iv) The thickness of the concrete footing shall be a minimum of 12 inches with a minimum of 3,000 PSI concrete; and

(v) Minimum concrete footing for concentrated load shall be 24 inches x 24 inches x 12 inches in depth of 3,000 PSI concrete, 24 inches to bottom below finish grade with a rebar mat of four #4's supported three inches from the bottom with support as approved by the building official; or

(vi) Designed by an Arkansas registered professional architect or engineer.

(3) *Concrete floors.* (Slabs on grade).

(a) *Minimum requirement.* Minimum requirement for concrete slab-on-grade floors shall be constructed in accordance with the *CABO One and Two Family Dwelling Code*, and shall be at least eight inches (8") above the finish grade surrounding the building; and

(b) *Minimum compressive strength.* Concrete used in the construction of floors shall have a minimum compressive strength of 3,000 pounds per square inch; or

(c) *Design.* Designed by an Arkansas registered professional architect or engineer.

(4) *Crawl space.* Crawl space grade shall not be lower than finish grade outside of a building without construction of a drainage remedy approved by the building official.

(5) *Signs.* The City of Fayetteville adopted sign ordinance shall take precedence over conflicts with the Building Code outdoor display and signs requirements.

(6) *Portable buildings.* Requirements for building permits shall not apply to small one story portable buildings with an area of 80 square feet or less, but shall be subject to other applicable city requirements.

(7) *Reroofing.* Reroofing of existing residential dwelling units including detached garages and portable buildings shall not require a permit. However, the project is not exempt from meeting all code requirements.

(C) *Amendments, additions, and deletions to the Fire Prevention Code.* The Fire Prevention Code shall be amended as follows:

Sprinklers. In addition to the requirements of the Fire Prevention Code and the Building Code, any new building or alteration, addition or change of occupancy of existing buildings which exceeds three stories including the basement, or 50 feet or greater in height at the highest point of said building shall be protected by a complete automatic sprinkler system designed and installed with compliance to applicable NFIPA Standards.

(Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.03. Fire zones.

(A) *Zones.* The city is hereby divided into two fire zones which shall be known as the first fire zone and the intermediate fire zone.

(1) *First zone.* The first fire zone shall include the following areas of the city:

(a) Beginning at a point where the east line of south Locust Avenue intersects the north line of west Rock Street and running thence west along the north line of Rock Street to the east line of South West Avenue; thence north along the east line of West Avenue to the north line of West Center Street to the east line of University Avenue to the north line of West Dickson Street; thence west along the north line of Dickson Street to the east line of Arkansas Avenue; thence north along the east line of Arkansas Avenue to the south line of Ida Street; then east along the south line of Ida Street to the east line of Gregg Avenue; thence north along the east line of Gregg Avenue to the south line of West Lafayette Street; thence east along the south line of Lafayette to a point 259 feet and three inches (3") east of the east line of North West Avenue; thence south to a point in the south line of Scott Street, said point being 259 feet and three inches (3") east of the east line of North West Avenue; thence east along the south line of Scott Street to the west line of Rollston Avenue, thence south along the west side of Rollston Avenue, to a point 180 feet north of the north line of West Dickson Street; thence east parallel with the north line of Dickson Street to a point in the west line of a private driveway which is 147 feet, more or less, east of the east line of College Avenue; thence south along the west line of said driveway to the south line of East Dickson Street; thence east along the south line of East Dickson Street to a point which is 300 feet east of the east line of North College Avenue; thence south parallel with the east line of College Avenue to the north line of East Rock Street; thence west along the north line of Rock Street to the point of beginning.

(b) Beginning on the north boundary of the area described in subsection a. above, at a point which is 180 feet north and 160 feet west of the west line of College Avenue; thence north parallel with said west line of College Avenue; thence north parallel with said west line of College Avenue 480 feet; thence west 30 feet; thence north 132 feet to the south line of Lafayette Street; thence across Lafayette Street to the north side thereof to a point 180 feet west of the west line of College Avenue; thence north 92.5 feet; thence east 10 feet; thence north parallel to the west line of College Avenue 367 feet to the south line of Maple Street; thence northwesterly across Maple Street to the east line of the north-south alley between Maple Street and Davidson Street, the east line of said alley being 200 feet west of College Avenue; thence north along said east line to Davidson Street; thence northeasterly across Davidson Street to a point on the north line thereof, 140 feet west of the west line of College Avenue; thence north parallel with said west line of College Avenue to Trenton Boulevard; thence across Trenton Boulevard to a point on the north line thereof, 150 feet west of the west line of College Avenue; thence in a northerly direction parallel to and 150 feet west of the west line of College Avenue to the south line of North Street; thence east along the south line of North Street to a point 150 feet east of the east line of College Avenue; thence in a

southerly direction parallel to and 150 feet east of the east line of College Avenue to the north line of Davidson Street; thence southwesterly across Davidson Street to a point on the south line thereof 135 feet east of the east line of College Avenue; thence south parallel to and 135 feet east of the east line of College Avenue 212 feet, more or less, to an east-west alley, thence southeasterly across said alley to a point on the south side thereof 205 feet east of the east line of College Avenue; thence south parallel to and 205 feet east of the east line of College Avenue to the north line of Maple Street; thence southwesterly across Maple Street to a point on the south side thereof 110 feet east of the east line of College Avenue; thence south parallel to and 110 feet east of the east line of College Avenue; thence south parallel to and 130 feet east of the east line of College Avenue, 295 feet, more or less, to the north line of Lafayette Street; thence southwesterly across Lafayette Street to a point of the south side thereof, 120 feet east of the east line of College Avenue; thence south 112 feet; thence east to a point 200 feet east of the east line of College Avenue thence south 110 feet to Cravens Street; thence across Cravens Street to a point on the south side thereof 205 feet east of the east line of College Avenue; thence south parallel to and 205 feet east of the east line of College Avenue, 270 feet; thence west 55 feet; thence south to the north boundary of the area described in the subsection a. above; thence west to the place beginning.

(c) A strip of land 150 feet wide on each side of the I-540 from the north line of the first fire zone, as established in the above divisions, north along I-540 to the north city limits.

(d) A strip of land 150 feet wide on each side of the I-540 from the south boundary of the first fire zone, as established in the above divisions, south along I-540 to the south city limits.

(e) A strip of land 150 feet wide on each side of United States Highway 62 from I-540 west along United States Highway 62 to the west city limits.

(f) A zone 460 feet wide, extending 230 feet on each side of the centerline of North College Avenue from the north line of East Dickson Street to the south line of East Davidson Street.

(g) The west 300 feet of Block A of Maplewood Addition to the city.

(h) Beginning at the limits of the first fire zone, as established by the above divisions, at a point on the north line of East Rock Street which is 200 feet east of the east line of South College Avenue; thence south along the east side of an alley 200 feet east of the east line of South College Avenue to the centerline extended of East South Street; thence west along the centerline of East South Street to the centerline of South East Avenue; thence south along the center line of South East Avenue to the centerline of West Fourth Street (formerly West First Street); thence west along the centerline West Fourth Street to the centerline of South Block Avenue; thence south along the centerline of South Block Avenue to the centerline of West Fifth Street; thence west along the centerline West Fifth Street extended to the intersection of the first fire zone limits as established by the above subsections, at a point 150 feet east of the east line of South School Avenue; thence north along said limits parallel and 150 feet east on the east line of South School Avenue to the north line of West Rock Street at said limits; thence east with said limits along the north line of Rock Street to the point of beginning.

(i) A zone of 340 feet wide, extending 170 feet in each side of the centerline of South School Avenue, from the north line of Rock Street south to the south line of Fifteenth Street.

(j) A zone 360 feet wide, extending 180 feet on each side of the centerline of West Sixth Street (Highway 62), from a north-south line parallel to and 140 feet west of the centerline of South School Avenue west to a point on a line parallel with the west line of Buchanan Avenue.

(2) *Intermediate fire zone.* The intermediate fire zone shall include all territory now or hereafter within the corporate limits of the city which is not within the first fire zone.

(Code 1965, §16-1; Ord. No. 885, 10-01-45; Code 1991, §151.01, 151.02, 151.03; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.04. Electrical Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council of the City of Fayetteville, Arkansas, by reference thereto the provisions set forth in the Arkansas Board of Electrical Examiners Act, Arkansas Electrical Code Authority Act, and Regulations for the Board of Electrical Examiners governing the construction, installation and inspection of electrical wiring, electrical equipment, and electrical installations, pursuant to the authority expressly conferred by the laws of the State of Arkansas, and as may from time to time hereafter be amended, save and except such as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions.* The Arkansas Board of Electrical Examiners Act, Arkansas Electrical Code Authority Act, and Regulations for the Board of Electrical Examiners governing the construction, installation, and inspection of electrical wiring, electrical equipment, and electrical installations shall be amended as follows:

(1) *Responsibilities of a master electrician.* It shall be the duty of the master electrician to require apprentice electricians to register annually with the city Building Safety Division before doing electrical work and to inform the Building Safety Division when said apprentice is terminated.

(2) *Exemptions.* The following shall be exempt from these provisions:

(a) *Public utility.* Any construction, installation, maintenance, repair, or renovation by a pubic utility regulated by the Public Service Commission, or by a rural electric cooperative, of any transmission or distribution lines or facilities incidental to their business and covered under other nationally recognized safety standards.

(b) *Department of Labor, Elevator Safety Division.* Electrical work regulated by the Arkansas Department of Labor, Elevator Safety Division.

(c) *Minor repair.* A permit is not required for minor repair, replacement of fuses and lamps, or connections of portable electrical equipment to permanently installed receptacles.

(3) *Permits required; qualifications.*

(a) *Application.* All electrical work, unless specifically exempt herein, shall require the application and approval of an electrical permit from the city Building Safety Division prior to beginning electrical installations in the corporate limits of the city.

(b) *Issuance.* The city Building Safety Division is authorized to issue electrical permits to the following:

(i) Arkansas state licensed master electricians.

(ii) Arkansas state licensed industrial maintenance electrician for an electrical permit on or within an industrial or manufacturing type facility.

(iii) A permit may be issued to a property owner to install electrical installations in a single-family residence, provided the property owner does the work himself, and the building is owned and occupied by such owner as his home. Such electrical work must strictly comply with the requirements of this chapter.

(4) *Power company.*

(a) *Meter installation.* An electrical utility power company shall not install a meter before approval is received from the Building Safety Division when there have been changes, additions, alterations, and/or repairs to the electrical system.

(b) *Faulty electrical wiring.* An electrical utility power company shall not install a meter when faulty electrical wiring is evident and a hazard exists.

(c) *Existing installation.* Nothing herein shall be so construed as to require approval from the Building Safety Division before a meter is installed on an existing installation unless some change has been made and/or a hazard exists to the electrical system.

(5) *Miscellaneous provision.*

(a) *NM and NMC cable.* The use of type NM and NMC cable shall be limited to residential dwelling units and existing buildings less than 3, 000 total square feet that are less than three stories and with occupancy defined by the building code as business and/or mercantile when altered, renovated, added to, and/or occupancy changed. Existing electrical wiring proposed to be used for said existing building shall be certified as safe by an Arkansas Professional Engineer and / or Architect or Arkansas Master License Electrician.

(b) *Pull chain switches.* The use of pull chain switches shall be prohibited.

(c) *Fuses.* The use of fuses as overcurrent protection of circuits shall be prohibited in residential dwellings.

(d) *Aluminum conductors.* The minimum size of aluminum conductors shall be #2 AWG. Splicing and termination of aluminum conductors shall be with approved compression fittings.

(6) *Neon lighting.*

(a) *Permit required.* Power and control electrical wiring shall not be installed without obtaining a permit. Permit application, drawings, and specification shall be submitted for approval as required by the Building Safety Division before installation begins.

(b) *No license required.* An electrical license shall not be required to obtain a permit to install neon tubing, associated transformer, high voltage wiring, and appurtenances.

(C) *Inspections and tests.*

(1) Inspections of electrical installations shall be requested and approved by the Building Safety Division before covering as follows:

(a) Temporary construction meter;

(b) Underground;

(c) In concrete or under concrete;

(d) Rough-in;

(e) Meter; and/or,

(f) Final.

(2) Tests on electrical work shall be performed by the master electrician as required by the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98)

State law reference(s)–Arkansas Board of Electrical Examiners Act, A.C.A. §7-25-102 et seq.; Arkansas Electrical Code Authority Act, A.C.A. §20-31-101 et seq.

Sec. 173.05. Gas Piping Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council by reference thereto the provisions set forth in the Arkansas State Gas Code, Rules and Regulations of the State Board of Health governing the construction, installation and inspection of consumer's gas piping, gas appliances and gas equipment, duly adopted and promulgated by the Arkansas State Board of Health, Little Rock, Arkansas, pursuant to the authority expressly conferred by the laws of the State of Arkansas, and as may from time to time hereafter be amended, save and except such portions of said code as may be deleted, modified or amended herein.

(B) *Amendments, additions, and deletions.* The Arkansas State Gas Code, Rules and Regulations of the State Board of Health, governing the construction, installation and inspection of consumer's gas piping and gas appliances and gas equipment shall be amended as follows:

(1) *Exemptions.* The following shall be exempt from these provisions:

(a) *Gas company.* Nothing herein shall be construed as applying to a gas company, its agents, servants, and employees conducting its business under the franchise granted by the city in the installation, repair, maintenance, removal or replacement of gas piping machinery or equipment owned or operated by the gas company in the city.

(b) *Gas meter.* Nothing herein shall be so construed as to require a permit and inspection from the city Building Safety Division before a gas meter can be set unless some change has been made in gas installation since service was disconnected.

(2) *Permit required; qualifications.*

(a) *Application.* A gas permit shall be applied for and obtained from the city Building Safety Division prior to

beginning gas installations in the corporate limits of the city.

(b) *Issuance.* The city Building Safety Division is authorized to issue gas permits to the following:

(i) State licensed supervising gas fitter.

(ii) State licensed master plumbers.

(iii) A permit may be issued to a property owner to install gas installations in a single-family residence, provided the property owner does the work himself, and the building is owned and occupied by such owner as his home. Such gas installations must strictly comply with the requirements of this chapter.

(3) *Miscellaneous provisions.* All underground plastic as piping shall have a #14AWG copper or large tracer wire with moisture resistant thermoplastic insulation installed in the same trench with the underground plastic piping. Said tracer wire shall be continuous and secured to the piping above ground.

(C) *Inspection and tests.*

(1) Inspections of gas installations shall be made before covering, and with required tests as follows:

(a) Underground;

(b) Rough-in; and/or

(c) Final.

(2) Tests as required by code shall remain on any addition, alteration, repair, and new piping installations until the installation has been approved by a Building Safety Division Director.

(Code 1965, §15-69, 15-61, 15-76, 15-70; Ord. No. 1432, 02-15-65; Ord. No. 1741, 06-01-70; Ord. No. 2256, 07-20-76; Ord. No. 2033, 08-06-74; Ord. No. 4100, §2 (Ex. A), 6-16-98)

State law reference(s)--Public health-Enforcement, A.C.A. §4-97-106; Arkansas Administrative Procedure, A.C.A. §25-15-201 et seq.

Sec. 173.06 Plumbing Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council by reference thereto the provisions set forth in the Arkansas State Plumbing Code, Rules and Regulations of the State Board of Health, governing the construction, installation and inspection of plumbing and drainage, duly adopted and promulgated by the Arkansas State Board of Health, Little Rock, Arkansas, pursuant to the authority expressly conferred by the laws of the State of Arkansas, and as may from time to time hereafter be amended, save and except such portions of said code as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions.* The Arkansas State Plumbing Code, Rules and Regulations of the State Board of Health, governing the construction, installation, and inspection of plumbing and drainage shall be amended as follows:

(1) *Permits required; qualifications.*

(a) *Application.* All plumbing work, unless specifically exempt herein, shall require the application for and approval of a plumbing permit from the city Building Safety Division, prior to beginning plumbing installations in the corporate limits of the city, and on water and sewer systems owned by the city outside of the city limits.

(b) *Documentation.* No plumbing permit shall be issued until the following has been received:

(i) Plumbing permit issued by the State Department of Health, as required.

(ii) Plans and specifications approved by the State Department of Health, as required.

(iii) State Department of Health approval of an individual sewage disposal system when a public sewer is not available for use.

(iv) Building permit has been issued.

(c) *Minor repairs.* No permit is required for minor repairs to faucet, valves, pipes, appliances, and the removal of stoppage.

(d) *Issuance.* The city Building Safety Division is authorized to issue plumbing permits to the following:

(i) State licensed master plumbers.

(ii) A permit may be issued to a property owner to install plumbing in a single-family residence, provided the property owner does the work himself, and the building is owned and occupied by such owner as his home. Such plumbing work must strictly comply with the requirements of this chapter.

(2) *Failure to permit and inspect.* Water meters shall not be allowed for installations that have not been permitted and inspected.

(C) *Inspection and tests.*

(1) Inspections of plumbing installations shall be made before covering, and with required test as follows:

(a) Underground;

(b) Under slab;

(c) Rough-in; and/or

(d) Multi-story rough-in; and

(e) Final.

(2) The Building Safety Division Director shall have the right to inspect and may require tests for existing plumbing installations when there is reason to believe that such system is not safe for the use it is intended. When such inspection or tests indicate a faulty or unsafe system, the system shall be made safe to the satisfaction of the Inspector before the system is used.

(Code 1965, §15-1, 15-9, 15-3 15-4; Ord. No. 1433, 02-15-65; Ord. No. 1861, 04-13-72; Ord. No. 3228, 11-18-86; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.07. Mechanical Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council by reference thereto the provisions set forth in the Arkansas State Mechanical Code, Rules and Regulations of the State HVACR Board, including guidelines for estimating heat loss and gain, governing the installation and inspection of mechanical systems duly adopted and promulgated by the Arkansas State HVACR Board, Little Rock, Arkansas, pursuant to the authority expressly conferred by the laws of the State of Arkansas, as may from time to time hereafter be amended, save and except such portions of said code as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions.* The Arkansas State Mechanical Code, Rules and Regulations of the State HVACR Board, governing the installation and inspections of mechanical systems shall be amended as follows:

(1) *Application.* All mechanical work, unless specifically exempt herein, shall require the application for and approval of a mechanical permit from the city Building Safety Division, prior to beginning mechanical installations in the corporate limits of the city.

(2) *Minor repairs.* No permit is required for minor repairs such as recharging of units, filter changes, and replacement of parts within the units.

(3) *Issuance.* The city Building Safety Division is authorized to issue permits to the following:

(a) State licensee;

(b) A permit may be issued to a property owner for mechanical installations in a single-family residence, provided the property owner does the work himself, and the building is owned and occupied by such owner as his/her home. Such mechanical work must strictly comply with the requirements of this chapter.

(C) *Inspection and tests.*

(1) Underslab/underground;

(2) Rough-in; and/or

(3) Final.

(D) *Right to inspect.* The Building Safety Division Director shall have the right to inspect and may require tests for existing mechanical installations when there is reason to believe that such system is not safe for the use intended. When such inspections or tests indicate a faulty or unsafe system, the system shall be made safe before the system is used.

(Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.08. Unsafe buildings.

(A) No person or persons, 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.

(B) *Abatement procedure.*

Resolution. The rules and procedures of the inspection department for cleanup, raze and removal of property shall be followed. If the results of such efforts are unsatisfactory, the Building Safety Division Director may forward the matter to the City Council for consideration. The City Council may by resolution make the following determinations and issue the following order:

(1) *Determination of condition.* The City Council may by resolution determine that a building or house has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

(2) *Order of raze and removal.* If it is determined that a building or house has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare, the City Council may order the house or structure razed and removed.

(Code 1991, §151.51, 151.52(A)(1)(2); Ord. No. 3948, 02-20-96; Ord. No. 4100, §2 (Ex. A), 6-16-98)

State law reference(s)--Removal or razing of buildings, A.C.A. §14-56-203.

Sec. 173.09. Homebuilders registration. *Adoption by reference.* There is hereby adopted by the City Council, by reference thereto, the provisions set forth in A.C.A. §17-25-501 et seq., save and except such portions of said code as may be deleted, modified, or amended herein.

Cross reference(s)--Administration, Ch. 152; Appeals, Ch 155; Variances, Ch. 156; Fees, Ch. 159.

(Code, 1991, §151.31.5)

Sec. 173.10. Standard Housing Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council, by reference thereto, the provisions set forth in the *Standard Housing Code, 1997 Edition*, save and except such portions of said code as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions to the Standard Housing Code, 1997 Edition.* The *Standard Housing Code, 1997 Edition*, shall be amended as follows:

(1) The Construction Board of Adjustments and Appeals shall perform those duties of the Housing Board of Adjustments and Appeals as set forth in Section 106, *Standard Housing Code, 1997 Edition.*

(2) The housing official shall be known as the chief building official.

(3) Section 108, *Standard Housing Code. 1997 Edition,* is hereby deleted.

(Code 1965, 6-34; Ord. No. 1558, 08-21-67; Ord. No. 2885, 01-04-83; Ord. No. 2299, 12-21-76; Ord. NO. 2709, 03-24-81; Code 1991, §151.20, §151.22; Ord. No. 4100, § 2 (Ex. A), 6-16-98; Ord. No. 4124, §2, 11-17-98)

Cross reference(s)--General penalty, §10.99.

State law reference(s)--Adoption of technical codes by reference, A.C.A. §14-55-207.

Secs. 173.11.--173.99. Reserved.

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

For the Fayetteville City Council Meeting of: May 20, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

C-PZD 03-2.00 submitted by Lance Mills on behalf of Lowe's Home Centers, Inc. for property located at the southwest corner of Finger Road and Highway 62. The property is zoned C-2, R-O, and R-2 containing approximately 27.669 acres. The request is for a Commercial Planned Zoning District for a Lowe's Home Center on a lot containing 13.62 acres (133,532 sq.ft. building), retail lots containing 6.05 acres (53,876 sq.ft. building proposed) and 1.3 acres (future development), a 2.05 acre detention area and 4.59 acres of tree preservation.

STAFF RECOMMENDATION: Approval

Dawn D. Warrick 5/6/03
Division Head Date

D. Whitaker 5/7/03
City Attorney Date

5-7-03
Department Director Date

S-8-03
Finance & Internal Services Dir. Date

5-7-03
Chief Administrative Officer Date

5/7/03
Mayor Date

Received in Mayor's Office

Date

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item: Yes No

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A COMMERCIAL PLANNED ZONING DISTRICT TITLED C-PZD 03-02.00 LOCATED AT THE SOUTHWEST CORNER OF FINGER ROAD AND HWY. 62; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ACCORDING TO THE ASSOCIATED DEVELOPMENT PROJECT AS APPROVED BY THE PLANNING COMMISSION.

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From R-1, C-2, Thoroughfare Commercial, R-O, Residential Office, and R-2, Medium Density Residential to C-PZD 03-02.00 as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the change in zoning classification is based upon the approved master development plan and development standards as shown on the Planned Zoning District plans for Lowe's Home Center and approved by the Planning Commission on April 28, 2003.

Section 3. That this ordinance shall not take effect and be in full force until all conditions of approval for the development are met.

Section 4. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2003.

APPROVED:

By:_____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"

PART OF THE NORTHWEST AND THE SOUTHWEST QUARTERS OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE 5TH P.M., CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°08'58" WEST 42.94 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO ITS INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF FINGER ROAD SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°08'58" WEST 387.36 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 2°01'20" WEST 238.81 FEET; THENCE SOUTH 88°08'33" EAST, 294.91 FEET; THENCE SOUTH 23°09'36" WEST 107.33 FEET; THENCE NORTH 88°08'33" WEST 456.01 FEET; THENCE NORTH 1°51'27"EAST 100.00 FEET; THENCE SOUTH 90°00'00" WEST 62.76 FEET; THENCE SOUTH 1°02'36" WEST 39.63 FEET; THENCE SOUTH 54°47'38" WEST, 195.89 FEET; THENCE NORTH 88°57'24" WEST, 409.39 FEET; THENCE NORTH 42°46'02" WEST, 76.30 FEET; THENCE NORTH 88°57'24" WEST, 50.47 FEET; THENCE NORTH 38°42'54" WEST, 62.44 FEET; THENCE NORTH 1°02'36" EAST, 39.45 FEET; THENCE SOUTH 90°00'00" WEST, 28.97 FEET; THENCE NORTH 1°02'35" EAST, 656.56 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF US HIGHWAY 62; THENCE NORTH 74°35'55" EAST 1160.14 FEET ALONG SAID SOUTH RIGHT OF WAY; THENCE SOUTH 1°31'48" WEST, 179.34 FEET; THENCE SOUTH 88°26'54" EAST, 290.31 FEET TO A POINT ON THE WEST RIGHT OF WAY OF FINGER ROAD; THENCE SOUTH 1°49'53" WEST, 558.04 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING. CONTAINS 26.934 ACRES OF LAND, MORE OR LESS.

AND ALSO:

PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE 5TH P.M., CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 1°04'04" WEST, 23.26 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°04'04" WEST, 386.66 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 490 AT PAGE 18, WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE; THENCE NORTH 88°14'56" WEST, 165.65 FEET ALONG THE NORTH LINE OF SAID TRACT; THENCE NORTH 24°21'49" EAST, 418.83 FEET TO THE POINT OF BEGINNING CONTAINING 0.735 ACRES OF LAND, MORE OR LESS.

TOTAL ACREAGE: 27.669 ACRES, MORE OR LESS.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: **Mayor Dan Coody**
Fayetteville City Council
FROM: **Dawn Warrick, AICP, Zoning & Development Administrator**
THRU: **Tim Conklin, AICP, Director of Community, Planning & Engineering Svcs.**
DATE: **May 5, 2003**

Project: C-PZD 03-2.00: Planned Zoning District (Lowe's, 557/596) was submitted by Lance Mills of Ozark Civil Engineering, Inc. on behalf of Lowe's Home Centers, Inc. for property located at the southwest corner of Finger Road and Highway 62. The property is zoned C-2, Thoroughfare Commercial, R-O, Residential Office, and R-2, Medium Density Residential containing approximately 27.669 acres. The request is for a Commercial Planned Zoning District for a Lowe's Home Center on a lot containing 13.62 acres (133,532 sq.ft. building), retail lots containing 6.05 acres (53,876 sq ft building proposed) and 1.3 acres (for future development), a 2.05 acre detention area and 4.59 acres of tree preservation.

BACKGROUND

The proposal is for a Commercial Planned Zoning District for a Lowe's Home Center containing 13.9 acres (133,532 sq. ft. building) and a retail out lot containing 6.057 acres with 53,876 square feet of retail space. Another out lot for future development (1.3 acres) is also being proposed with this PZD. There are 4.59 acres of tree preservation and 2.051 acres of shared detention proposed. This item must also be heard at City Council pursuant to the requirements for a PZD.

Use	Lot Area
Lowe's	13.62
Dorado retail stores	6.057
Out lot (future development)	1.3 .
Tree Preservation	4.59
Shared detention area	2.051

CURRENT STATUS

On April 28, 2003, the Planning Commission voted 7-0-0 to forward this item to the City Council with a recommendation for approval of the C-PZD zoning contingent upon the approved development plan.

RECOMMENDATION

Staff recommends approval of the requested C-PZD.

PC Meeting of April 28, 2003

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Lowe's, C-PZD

TO:	Fayetteville Planning Commission Members
THRU:	Dawn Warrick, AICP, Zoning and Development Administrator
FROM:	Sara Edwards, Associate Planner
	Matt Casey P.E. Staff Engineer
DATE:	April 24, 2003

Project: C-PZD 03-2.00: Planned Zoning District (Lowe's, 557/596) was submitted by Lance Mills of Ozark Civil Engineering, Inc. on behalf of Lowe's Home Centers, Inc. for property located at the southwest corner of Finger Road and Highway 62. The property is zoned C-2, Thoroughfare Commercial, R-O, Residential Office, and R-2, Medium Density Residential containing approximately 27.669 acres. The request is for a Commercial Planned Zoning District for a Lowe's Home Center on a lot containing 13.62 acres (133,532 sq.ft. building), retail lots containing 6.05 acres (53,876 sq ft building proposed) and 1.3 acres (for future development), a 2.05 acre detention area and 4.59 acres of tree preservation.

Findings:

Proposal: The proposal is for a Commercial Planned Zoning District for a Lowe's Home Center containing 13.62 acres (133,532 sq. ft. building) and a retail out lot containing 6.057 acres with 53,876 square feet of retail space. There is a lot being split with this PZD which is lot 2B to be developed later. There are 4.59 acres of tree preservation proposed.

Parking: Lowe's: 598 spaces
Retail: 304 Spaces

Existing Development: None

Surrounding Zoning: North: A-1
South: R-1
East: C-2
West: R-0

Surrounding Land Use: North: Retail and Agriculture
South: Residential
East: Retail
West: None

Water: A 12" water line running east to west along Sixth Street

Sewer: A 8" Sanitary Sewer line running east to west along Sixth Street

Right-of-way being dedicated: 55' of Right of Way is being proposed along Sixth Street

Street Improvements Proposed: None

Adjacent Master Street Plan Streets: Sixth Street is a principle arterial and requires 110' of Right of Way.

Site Coverage: 84%

Tree Preservation: 4.59 acres of on-site tree preservation is being proposed.
Existing canopy: 69%
Preserved canopy: 15%
Required in C-2 zone: 15%

Other: On site detention is proposed. The proposal is for a regional detention pond to the south of the property being purchased by Lowe's, which will serve this development as well as future development.

Wetland mitigation is proposed offsite and has been approved by the Corp of Engineers.

Recommendation: Forward to City Council with recommendation of approval of the requested rezoning.

Planning Commission approval of the proposed development subject to the conditions listed below.

Conditions of Approval:

1. An ordinance creating this C-PZD shall be approved by City Council.

2. Covenants shall be filed which provide for maintenance of parking areas and greenspace.

3. All signage proposed on site shall comply with Chapter 174, Signs of the Unified Development Ordinance and shall be permitted accordingly.

4. Planning Commission determination of the requested waiver to allow for parking spaces wider than nine feet. The request is for several 10 foot wide spaces to accommodate contractor parking.

5. Planning Commission determination of the requested waiver to allow for aisles wider than 24 feet in width. The proposal is for aisles up to 55 feet to accommodate truck traffic.

6. Planning Commission determination of requested waiver from the requirement of a landscape island along the front of the building.

7. ADA spaces shall be redistributed along the retail stores as shown on development plan.

8. Landscape islands shall be added near the ADA spaces.

9. Sidewalk fees in the amount of $12,394.62 in lieu of sidewalk construction along the tree preservation areas. Staff is recommending that a fee be assessed in lieu of construction to avoid tree removal in these areas.

10. A continuous planting of shrubs is required adjacent to parking lots along the right of ways.

11. The tree preservation easement must be filed prior to issuance of any permits for the proposed project.

12. Large scale development approval is required for development of lot 2B.

13. A traffic signal shall be installed at the developer's expense prior to any occupancy permit. This shall be subject to the Arkansas Highway and Transportation Department approval and staff review.

14. Street lights shall be installed along the south side of Sixth Street every 300 feet at the developer's expense. The street lights shall be a minimum 250 watt full cut off fixture.

15. All utilities shall be placed underground with the exception of a 14.4 KV line that exists on Lot 2.

16. Right-of-way shall be dimensioned from centerline and include a minimum of 55 feet from centerline along Sixth Street and a minimum 25 feet from centerline along Finger Road.

17. Merchandise display shall be limited to that which may be displayed on the sidewalk in front of the building. No merchandise display shall be allowed within the designated parking areas unless prior approval is obtained by the Planning Division who will verify that the required number of spaces are maintained and adequate traffic flow is maintained.

18. Covenants shall be submitted in accordance with §166.06 of the Unified Development Ordinance prior to building permit.

19. The developer shall erect at the entrance of Sherman Way a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

20. Planning Commission determination of compliance with Commercial Design Standards including signage.

    SIGNAGE: The wall sign does not comply with the sign ordinance as proposed. The ordinance prohibits signs extending more than 18 inches above roof level. The applicant is requesting the sign to extend 46.25 inches above the roof. Board of Sign Appeals

approval will be required for this variance from the sign ordinance.

There are two freestanding signs proposed. The Lowe's sign is a 30 foot tall pole sign which exceeds the maximum square footage. Staff recommends the sign be reduced to 75 square feet in order to comply with the sign ordinance. An area identification sign is proposed on Lot 2B which meets ordinance requirements.

§166.14 SITE DEVELOPMENT STANDARDS AND CONSTRUCTION AND APPEARANCE DESIGN STANDARDS FOR COMMERCIAL STRUCTURES.

D. Design Elements Guidelines for Commercial Structures.

1. The elements to avoid or minimize include:

a. Unpainted concrete precision block walls.

b. Square, boxlike structures.

c. Metal siding which dominates the main facade.

d. Large blank, unarticulated wall surfaces.

e. Large out of scale signs with flashy colors

2. Construction and appearance design standards for commercial structures.

a. A commercial structure or development shall be designed to avoid or minimize the elements set forth in D.1. above.

b. A commercial development which contains more than one building should incorporate a recurring, unifying, and identifiable theme for the entire development site.

c. A development should provide compatibility and transition between adjoining developments.

Standard Conditions of Approval:

21. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)

22. 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.

23. Sidewalk construction to include a minimum six foot sidewalk along Sixth Street, Sherman Way and Finger Road with sidewalk fees in lieu of construction along tree preservation areas.

20. Development approval shall be valid for one calendar year.

21. 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.

c. Project Disk with all final revisions
d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by §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

Background:

The project was reviewed at the March 10, 2003 Technical Plat Review and the April 3, 2003 and the April 17, 2003 Subdivision Committee Meetings.

Discussion at the Subdivision Committee meeting included ADA parking, tree preservation; signage, commercial design standards, and traffic.

The Subdivision Committee forwarded the Commercial Planned Zoning District to the full Planning Commission subject to all staff comments.

PLANNING COMMISSION ACTION: **__yes__Required**
_____Approved _____Denied

Date: _____
Comments:

_____

_____

CITY COUNCIL ACTION: **__yes__Required**
_____Approved _____Denied

Date: _____
Comments:

_____

_____

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
By

_____
Title

_____
Date

Findings associated with C-PZD 03-2.00

Sec. 166.06. Planned Zoning Districts (PZD).

(B) *Development standards, conditions and review guidelines*

(1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

FINDING: The General Plan designates this area as Regional Commercial and Mixed Use. The proposal is in conformity with the General Plan Designation. The applicant has met with adjacent property owners in order to ensure compatibility. Loading areas have been located away from residential areas and Tree preservation buffers have been proposed.

(2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

FINDING: The proposal includes a tree preservation buffer around the nearest residential property to provide a buffer from the Commercial use.

(3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

(a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.

(b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.

(c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.

(d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.

(e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.

(f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: The applicant has submitted a traffic study which adequately addresses the adequacy of street systems with the additional traffic from this development. Staff has reviewed the traffic study as well as the design for Sherman Way and found them to be adequate to handle traffic from this development. Sidewalks are proposed to accommodate pedestrian traffic. There is an access drive proposed from Finger Road as well an additional access drive from Sixth Street. A new street is planned as a private drive with a traffic signal to direct traffic to and from the site.

(4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: The proposal is in compliance with Chapter 172.

(5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

FINDING:

(6) *Sidewalks.* As required by §166.03.

FINDING: Sidewalks are proposed in compliance with §166.03. Fees are recommended in lieu of construction in areas adjoining the tree preservation tracts in order to prevent the removal of trees for the installation of sidewalks in this area.

(7) *Street Lights.* As required by §166.03.

FINDING: Street lights have been required in the conditions of approval.

(8) *Water.* As required by §166.03.

FINDING: Water is proposed in compliance with §166.03.

(9) *Sewer.* As required by §166.03.

FINDING: Sewer is proposed in compliance with §166.03.

(10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

(a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

(b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

(i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.

(ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.

(iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.

(iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.

(v) The plat of the planned development shall designate each private street as a "private street."

(vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.

(vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

(viii) The width of private streets may vary according to the density served. The following

standard shall be used:

Paving Width
(No On-Street Parking)

Dwelling Units	One-Way	Two-Way
1 - 20	14'	22'
21+	14'	24'

***Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

(ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.

(x) There shall be no minimum building setback requirement from a private street.

(xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

FINDING: A private street is proposed to be constructed to minimum street standards and ending in a cul-de-sac. Street drainage is proposed in compliance with the Grading and Drainage Ordinances. Covenants for maintenance of the private drive will be submitted prior to building permit. A private drive will be erected prior to the certificate of occupancy.

(11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: N/A

(12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: The proposal complies with §167.

(13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in

§166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

FINDING: The Planning Commission will make a determination of compliance with Commercial Design Standards with the development approval.

(14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

FINDING: N/A

(E) *Revocation.*

(1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

(a) *Building permit.* If no building permit has been issued within the time allowed.

(b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.

(c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

(2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.

(3) *Effect.* In the event of revocation, any completed portions of the development or those

portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

(1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.

(2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:

(a) The homeowner's association must be legally established before building permits are granted.
(b) Membership and fees must be mandatory for each home buyer and successive buyer.

(c) The open space restrictions must be permanent, rather than for a period of years.

(d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.

(e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property.

FINDING: Covenants will be required which comply with this section.

Sec. 161.25 Planned Zoning District

(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a

simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

(1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

(2) Compatibility. Providing for compatibility with the surrounding land uses.

(3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

(4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.

(5) No negative impact. Does not have a negative effect upon the future development of the area;

(6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

(7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.

(8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.

(9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.

(10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: The proposal is for a single use commercial development. The rezoning of the property to a planned zoning district may be deemed appropriate due to the measures taken to ensure compatibility of the proposal with adjacent properties. The proposal will not have a negative impact on the development of adjacent property.

The proposal is consistent with the General Plan 2020 in which it meets the guiding policies for regional commercial areas needs which are:

9.9.a Provide enough retail business and service space to enable Fayetteville to realize its full potential as a regional market.

9.9.b Encourage continuing improvements and expansion of regional shopping

and entertainment attractions.

9.9.c Ensure that the surface transportation network serving regional commercial areas meet acceptable levels of service.

9.9.d Require that large commercial sites be designed and landscaped in a manner that preserves the aesthetic character of their surroundings.

9.9.e Direct new regional development into designated regional commercial centers.

9.9.f Approve new regional commercial development as planned unit developments in order to assure the overall integration of design and use.

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

FINDING: Staff has reviewed the proposed development with regard to findings necessary for rezoning requests. Those findings are attached to this report. An ordinance will be drafted in order to create this Planned Zoning District which will incorporate all conditions placed on the project by the Planning Commission. Covenants provided by the developer will be included in the PZD ordinance. This ordinance will be forwarded to the City Council for approval.*

(D) C-PZD, Commercial Planned Zoning District

(1) Purpose and intent. The C-PZD is intended to accommodate mixed-use developments containing any combination, including multiple combinations of commercial, office or residential uses in a carefully planned configuration in such a manner as to protect and enhance the availability of each independent use. The C-PZD is also intended to accommodate single use commercial developments that are determined to be more appropriate for a PZD application than a general commercial rezone. The legislative purposes, intent and application of this district include, but are not limited to, the following:

(a) To encourage the clustering of commercial and office activities within areas specifically designated to accommodate such uses and to discourage the proliferation of commercial uses along major thoroughfares and noncommercial areas.

(b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.

(c) To encourage orderly and systematic commercial, office or mixed use development design or a combination thereof, providing for the rational placement of activities, vehicular and pedestrian circulation, access and egress, loading, landscaping and buffering strips.

(d) To encourage commercial development which is consistent with the city's General Plan.

(e) To accommodate larger scale suburban developments of mixed-uses in a harmonious relationship.

FINDING: Staff has found the development of this property to be more appropriate for a PZD than a standard rezoning due to the proximity of adjacent residential property. The proposal is minimizing the impact on adjacent residential property. The commercial development is consistent with the General Plan.

(2) Permitted Uses.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline service stations and drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 24	Home occupations
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 29	Dance halls

FINDING: The proposed development is allowed in Use Unit 16.

(3) Conditions.

(a) In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.

(b) Residential uses must be appropriate to the design of the project.

(c) Warehousing and light industrial uses shall have a gross area per use that does not exceed five thousand (5,000) square feet and at least twenty percent (20%) of the floor area used for retail sales.

FINDING: The proposal is 100% commercial.

***Required Findings for Rezoning Request.**

RECOMMENDATION:
Staff recommends approval of the requested rezoning based on the findings included as part of this report.

LAND USE PLAN DESIGNATION: Regional Commercial / Mixed Use

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed rezoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. This area is designated regional commercial and mixed use on the General Plan. Surrounding property uses are varied and include commercial, office, bank and residential.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning is justified in that the CPZD has enabled staff, the applicant and neighbors to review a comprehensive project and to look at ways to mitigate the impact of a commercial development in this location (tree preservation areas, screening, traffic management).

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning and associated development will increase traffic in this area. The traffic study provided by the applicant and reviewed by staff indicates that the provisions made by the developer as a part of this project will provide an effective means of managing the traffic generated by the project.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed zoning will not alter population density.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are exteriuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

C-PZD 03-2.00: Planned Zoning District (Lowe's, 557/596) was submitted by Lance Mills of Ozark Civil Engineering, Inc. on behalf of Lowe's Home Centers, Inc. for property located at the southwest corner of Finger Road and Highway 62. The property is zoned C-2, Thoroughfare Commercial, R-O, Residential Office, and R-2, Medium Density Residential containing approximately 21.53 acres. The request is for a Commercial Planned Zoning District for a Lowe's Home Center containing 13.9 acres (133,532 sq.ft. building) and a retail lot containing 6.05 acres (53,876 sq ft building) with lot splits to create a 1.3 acre parcel and a 4.59 acres parcel of tree preservation.

Hoover: Item nine on the agenda is PZD 03-2.00 for Lowe's. Sara, will you tell us about this?

Edwards: Yes. What we have is a Commercial Planned Zoning District for a Lowe's Home Center containing 13.9 acres with a retail outlet containing 7.9 acres. There is also a lot split being proposed, which is lot 2B to be developed later. There are 4.59 acres of tree preservation proposed. A private drive with a traffic signal on the west side of the property is proposed. A cross connection to the east to access Finger Road is also proposed. They are providing parking, which meets our code. Surrounding zoning to the north is A-1, to the south is R-1, to the east is C-2 and the west is R-O. Water and sewer are available. Additional right of way is being dedicated according to the Master Street Plan. Existing canopy on this site is 69%, proposed preservation is 15%, the requirement in a C-2 zone is 15%. On site detention is proposed. It is for a regional detention pond to the south of the Lowe's store, which will serve this development as well as future development. There is wetland mitigation off site that has been approved by the Corp. of Engineers. We are recommending that this be forwarded to the City Council with a recommendation of approval for the rezoning and that the Planning Commission approve the proposed development subject to the conditions of approval in the staff report. I just highlighted a couple of them, there are quite a few. They are requesting a waiver for parking spaces wider than 9', they are requesting 10' wide spaces to accommodate contractor traffic. They are requesting a waiver to allow for wider truck aisles. The allowance in the UDO is 24', they are requesting up to 55' in width. They are requesting a waiver from the landscape island in the front of the building in order to place utility equipment. ADA spaces have been redistributed along the retail store as shown on the development plan. Number eight I would like to amend. We have reexamined the proposal at the developer's request and found the landscape island as proposed to meet the ordinance requirements with regard to the amount of landscape islands.

Hoover: Sara, what does number eight need to read?

Edwards: It just needs to be deleted. It was requiring landscape islands near the ADA spaces. Also, sidewalk fees in the amount of $12,394.62 and that is for fees in lieu of sidewalk construction along the tree preservation area. We will require the tree preservation easement to be filed prior to any permits. A traffic signal is to be installed at the developer's expense prior to any occupancy permit. Street lights shall be installed along the south side of 6th Street every 300'. Number 15 has been amended with the new report you see and that is that all utilities shall be placed underground with the exception of an existing 14.4KV line that exists on lot 2A. Because it is over the 12KV that one is not required to be placed underground. I will skip ahead to number 20, which is Planning Commission determination of compliance with Commercial Design Standards. There are two signs that do not comply with the sign ordinance. The first is the Lowe's wall sign extends above the roof higher than allowed by ordinance and they are requesting a waiver from that. Secondly is the Lowe's free standing pole sign is greater than 75 sq.ft. The ordinance does limit the maximum square footage to 75 sq.ft. They are also requesting a waiver on that. Planning Commission determination of Commercial Design Standards with regard to the signs on the building. I would also like to go over some findings with regard to a Planned Zoning District because it does include a rezoning. The General Plan designates the area as regional commercial and mixed use. This proposal is in conformity with that designation. The applicant has met with property owners adjacent to the site to insure compatibility. Loading areas have been located away from residential areas and tree preservation buffers have been proposed. A traffic study has been submitted, which adequately addresses the adequacy of street systems with the additional traffic from this development. There is an access drive from Finger Road to provide connectivity as well as a new private drive with a traffic light as well as a third entry into the site. We do find that the proposal is for a single use commercial development. The rezoning of this property to the Planned Zoning District may be deemed appropriate due to the measures taken to insure compatibility with adjacent properties. We have found that the proposal will not have a negative impact on the development of adjacent property. We have also listed standards which meet the guiding policies of the General Plan 2020 which specifies that retail business and service base be provided to enable Fayetteville to realize it's full potential as a regional market, that we encourage improvements and expansion of regional shopping and entertainment attractions, that we ensure our transportation network is meeting acceptable levels as well as commercial site be landscaped in a manner that preserves the aesthetic character of their surroundings as well as some other findings. This will require a Planned Zoning District ordinance be approved by City Council. We have found that this is an appropriate rezoning for the property due to the compatibility and the consistency with the General Plan. We are also recommending approval

of the rezoning based on those same principles, consistency with our policies and compatibility with adjacent properties.

Hoover: Are you sure that's it?

Edwards: Yes.

Hoover: Ok. Can I ask the applicant to come forward?

Shackelford: Just for clarification so we know what we are talking about, this may be a record, three pages of conditions for approval. It looks like mine are numbered one through twenty-three and then there is a twenty and twenty-one. Just for a clarification I think there were 25 conditions of approval, we deleted number 8 so there are now 24 conditions, is that correct?

Hoover: Yes. Can I get you to do a presentation and also would you include a presentation from your traffic engineer?

Millis: Yes Ma'am. My name is Mark Millis. I am the site development director for Lowe's Home Centers. I have several other folks with me tonight that I would like to introduce. Matt Cobb and Benny Westphal are the sellers of the property, along with their engineer Matt Crafton. Jack Butt is our outside council who has helped us through the development process and the agreement that I will speak to later. David Cummings is with Dorado Development Company who Lowe's has the option with. Lance Mills with Ozark Civil Engineering, he is Lowe's engineer. David Riddle is the environmental and wetland consultant from Adams Engineering. Greg Simmons with Ernie Peters & Associates, the traffic consultant. Forest Culpepper with MBM Architects who is Lowe's architect and Mark Nebble who is Dorado's architect. I also want to thank staff who have helped us through this process and had additional meetings with us. Being a first PZD I must say they made it a very smooth process. In addition, the Subdivision Committee gave us a lot of guidance and direction getting to this point so we do appreciate their help in that. I know Sara covered quite a bit of the details of this project but due to the complexity I did want to give a brief presentation and try to guide everyone through where we have been and where we are now. Following with Lance Mills who will discuss some of the waiver requests and then Greg Simmons with the traffic information. The entire development encompasses 89 acres, which is the entire property that Cobb and Westphal currently own. From that, Dorado Development put under option approximately 21 acres and Lowe's ended up with about 13.9 of that. From the beginning we knew that Dr. Leffler who lives in the southeast corner of the project had some interest in the land and previously his family had owned the land. We met with him and subsequently included the buffer area, as you see, shaded

around his property on three sides and the triangle across Finger Road as a buffer to protect him from the development. We shifted the site west, flipped the Lowe's building to put the loading docks on the opposite side from him. From the neighborhood concerns, we looked at traffic, which you will hear of later. Of course, the tree preservation for the entire 89 acres was done to include the Lowe's project and the remaining acreage when it is developed in the future. The wetlands delineation as you see in the dark black colors is what has been delineated by the Corp. and included the entire 89 acres as well, which the sellers felt pertinent to do on the front end. Since our meetings with Dr. Leffler and the neighborhood we have entered into a four party agreement between Lowe's, Dr. Leffler, Dorado, and Cobb and Westphal. That agreement encompasses the sale of the buffer tract back to Dr. Leffler upon completion of this project and Lowe's closing on the deal and/or a long term lease depending on how all of that unfolds. Lighting restrictions, which reduced our pole heights to not more than 30' and that no poles would be located within 100' of his property. Screening restrictions with fencing around the buffer area, rooftop screening on the eastern portion of the Lowe's building to screen the rooftop equipment from his property. What we are here tonight to show you is the PZD for the Lowe's and Dorado development, which does include a mass grading and drainage plan which includes the detention pond here which will serve the Dorado Development, the Lowe's Development, Phase I of the Cobb residential and the future commercial, which is that 6 acres located just west of the Lowe's development. Again, as I stated, the wetlands was incorporated into the entire 89 acres. Upon the development of the Cobb commercial tract Sherman Way will be dedicated as public right of way and it has been designed to meet the city street requirements today. In addition, there will be private agreements between Lowe's, Dorado, and Cobb and Westphal. There is a declaration of covenants, conditions and restrictions which talks about cross access and as an attachment to that there will be a pond maintenance agreement and easements that carry throughout the entire development. A site development agreement which determines who will build what and how people will be reimbursed and the building elevations, we have gone with an earth tone coloring to this building. The standard is a Lowe's light gray and dark gray. We felt this was a little bit more upscale. We have added screening to the dumpster from Sherman Way as well as added a tennis type screen mesh to the garden center to further obstruct view from Sherman Way. With that, if there are no questions for me I will turn it over to Lance to discuss the variance requests.

Hoover: Thank you.

Mills: I am Lance Mills with Ozark Civil Engineering. I don't want to take up a lot of time but I just want to briefly go over some of their variance

requests or waivers that we are asking for as Sara mentioned. Over in this area here there are 24 parking spaces, that is the contractor area. We like to designate these for our contractors because a lot of them typically drive the bigger dually trucks and we would like to allow for that little bit of extra room. The next one is in regards to the truck accessibility around the building. These aisles here, the largest one is 55' and that is for when we turn our trucks through here, we use a lot of 18 wheelers through here and we like to have that full accessibility without running into the curbs or running into cars and the truck drivers like it a lot better. The other item was the landscaped island in front of the building, which is going to be right here. This island we are requesting not be landscaped. We have several utilities located in here, a fire hydrant, a light pole, and several utilities which doesn't allow us to actually put landscaping in this area so we are asking for a waiver on that. The other is on item 20, which is in regards to the waiver on the signage, as you can see if you draw a line straight across there the Lowe's lettering extends above. Then on the pylon sign for the Lowe's we would like for you to consider, and I apologize for not having a better exhibit, but I think as part of your package you have this. As you can see, the actual rectangular part of the sign cabinet itself, if you figure the square footage on that it comes to 71.25 sq.ft. and that is the intent. We fully intended on meeting the ordinance but when you calculate the roof architectural feature at the top that is what throws us over the edge. We do have the option just to put the rectangle there and forget the architectural feature but this is a nice development and we want it to match the front of our building. That is what we are asking there. It is not so much a variance of the square footage of the actual sign cabinet but maybe another interpretation of the ordinance on how you calculate that square footage. The other item I would like to briefly address that was brought up in our meeting with the neighbors, was a concern, we have some residents here that had a concern about drainage. In listening to them, it was probably a very legitimate concern about some existing problems that they are having here. As you can see, this is the creek, this low area here and this is where it drains across the road. For the record, I would like to say that the development that we are doing, this detention basin is releasing not into that, it is releasing to this right here. For the record, our discharge pipe right here is releasing into this existing ditch which is restricted by this culvert. These individuals here, we are not going to be adding to that already bad situation. We won't be solving it. We meet the city ordinance on drainage, we are not exceeding the pre development flows. The detention pond will serve the Lowe's, this six acres will go here, the remaining of the Lowe's will go here, the Dorado development will go here, this acreage here that this pond is designed for and this future commercial. I think, unless you have any specific questions I will let Greg Simmons come up and talk about traffic.

Hoover: Yes, if we could get all of the presentations first, thank you.

Simmons: Good evening Madam Chairman and other Commissioners. My name is Greg Simmons, I am with Peters & Associates Engineers out of Little Rock. We are the traffic consultants for this project. I would like to give you a brief overview of our traffic study. I am going to start with the methodology on how we arrived at our recommendations. We count to begin with, the existing traffic on the street on Hwy. 62 and on Finger Road during peak hours of the day, a.m. and p.m. and then we take those traffic volumes and using the same trip generation software that staff has, we generate projected trips for the new land use, being the Lowe's development and the retail. Those trip generation values that are generated in the software are then adjusted to account for what we call internal capture on the site. In other words, some of the people that go to some of the smaller retail areas will also go to the Lowe's site so they are not all single purpose trips coming to the site. They may visit more than one development on the site. Secondly, we also make some assumption based on historical data that some of the traffic that is coming to this site is already in the existing traffic stream. In other words, they are not all new trips coming to the site and that reduction is usually around 18% for that. Once we arrive at those numbers we assign driveway volumes at each of the individual access points and those driveway volumes are calculated for the p.m. peak hour, in other words, the afternoon heavy peak hour of the traffic, which would be the heaviest for the development as well as the adjacent street traffic. Once we have those values established for the access points then we run capacity calculations for each of the intersections and arrive at what is known as a level of service. I am sure that some of you have heard this terminology before, which is a measure of the operation of the intersection. Once we do that then we look to see what mitigated measures might be appropriate to arrive at the acceptable levels of service. Again, this is for the p.m. peak hour of a normal weekday, which is the typical analysis hour of the traffic study. In going through this process, we have recommended that a traffic signal be installed at the western most drive of the development, which I believe is referred to as Sherman Way on some of these figures and Hwy. 62. This traffic signal would be paid for by the developer. It would also be coordinated with the existing traffic signal at Finger Road and Hwy. 62; which in turn would be coordinated with the traffic signals at I-540. Staff has reviews this and is supportive of the installation of the traffic signal at this point. This study has been submitted to the Arkansas Highway and Transportation Department to the district office and it is my understanding that this morning it arrived at the headquarters office in Little Rock for review there. I will be happy to answer any questions as we go through the presentation or now.

Hoover: Thank you. We will come back to you I'm sure. Is that all of the presentation? Thank you. At this time I would like to ask any members of the public that would like to address this PZD to please come forward. Yes Sir, would you sign in on the sign in sheet also?

Leffler: I am Rob Leffler and I live at 1495 Finger Road, which is surrounded on the north and west sides by this proposed development. My grandfather, Charles J. Finger built that house more than 80 years ago and wrote about 40 books in that house and my mother grew up there and my brother and I grew up there for much of our childhood. As you could imagine, we had some serious concerns when this large project was proposed and many of the neighbors also had serious concerns. I will say that unlike some major developers in the past, these people, Lowe's and Dorado and Cobb and Westphal, have really come forward to try to address those neighborhood concerns in my view. As has been mentioned, there is going to be a buffer protecting the property and the traffic study was redone in response to neighborhood concerns. Runoff concerns I think were addressed. The truck turn around location was a problem at first and was addressed. My mother's old art studio and my grandfather's grave site will be able to be preserved because of this. To sum it up, we have been very pleased with the efforts that the developers have made on this and I think that the meeting with the neighbors was quite helpful as well. I am not speaking to any of the issues about the size of the signs, that is not something that we have made a part of the agreement, but with regard to the overall project it is ok with my wife Sara, me and my daughter as well. Thank you very much.

Hoover: Thank you. Are there any other members of the audience?

Wilkes: My name is Steve Wilkes I live at 4188 W. 6th Street, about a mile west of the current development and I would like to echo Rob Leffler's comments. I think that the developers and the engineers have all done a great job. I don't have a particular problem with this particular development. Although my wife does. She doesn't believe that we need anymore box stores in Fayetteville. I would like to address the issue of development in that corridor and to just put it on your radar screen that those of us who live on 6th Street, and have lived on 6th Street for many years, are very concerned about the level of development and more importantly the kind of development that we continue to build as we move toward Farmington and how we develop and what we develop. We are very concerned that as we build these large scale businesses like Lowe's, I think Lowe's is a great business and I look forward to shopping there, as we build Lowe's pretty soon the Ace Hardware and the Tractor Supply Store, at were where the commercial was, with the box stores and the fast food joints. It already is

there above the intersection, I certainly don't want to see it develop that way. That is a major concern. I am also concerned about the drainage. I believe that the drainage for this project doesn't affect me and I think it has been addressed very well. As we move down this corridor, Farmington Branch is the little creek that runs along and joins with Clear Creek and I believe ultimately the Illinois River, as this is developed, every time we pave one of those cow pastures that water runs a little faster and it runs right in front of my front door. To date it has cost me about $5,000 in remediation from the housing that was put in upstream from me. I really want to be on record in saying that it is extremely important that we pay attention to this, not just for my property although that is most important to me, but for the other folks who live downstream. I can't speak for the folks in Farmington particularly, but there are a lot of folks that live on that creek and as we develop that we need to make sure that the proper drainage is done and that we don't just shoot all the water into Farmington Branch as fast as we can. That really causes a lot of problems. I just had to have my section of the creek in front of my house re-channeled and it cost me over $1,000. I have lost retaining walls, I have lost a bridge. It has been very expensive to me. To date, nobody in the city will say "we are responsible for this problem." Although I have engineers that say "absolutely, that is what caused it." I want to make sure that going forward it doesn't happen again and that five or six or seven years from now I am not rebuilding those walls again because the velocity and the volume of water has once again increased. The last concern that I have is about traffic. I just want to address the fact that there are lots of folks that live there. There is a subdivision that is there now, there will be new subdivisions. Every time we add a street and we add a new group of houses, we have the children. I know that you can't do anything about the speed limit along there but it is 55 miles per hour. What that really means is that the people coming to work who are late, who live in Lincoln, Prairie Grove and Farmington, are really driving about 65 and 70. It is a death trap to pull out onto that little stretch of road right now. I am very concerned. I have seen in the past few days people actually running the stop signs that the school busses put out. The Fayetteville school busses have stopped on 6th Street and people shot right through it. This is a big concern of mine. I am just concerned that as we build large scale developments, big shopping, hopefully some good restaurants, as long as we are building these things we really need to pay attention to the quality of life for those of us who live there now. Those are my concerns.

Hoover: Thank you Mr. Wilkes. Are there any other members of the audience?

Brooks: Good evening, I am David Brooks, I live up on Finger Road at 3142. I have lived out there since I was 9 years old and we were on up the road from Mr. Leffler. I am really concerned about the traffic also. I have

children that are presently in school and I have seen the road go from a dirt road, with Hwy. 62 going from a two lane to a four lane road and Wal-Mart moved out there to the old 62 drive in that I used to work out. I am very upset with the potential for the traffic hazards and the traffic congestion at that site at the end of Finger Road. Right now Wal-Mart, who I work for, has got that Murphy's Oil down there and now we have got a bank down there. People coming in on Finger Road off of Hwy. 62 decide that they want to turn into the entrance to Murphy Oil to your left, they will hold up traffic every time. People are trying to get across that intersection. With the influx of cars coming from Lowe's, peak times of the day it is just terrible. The gentleman did this traffic study but I am tempted to just film it on a regular peak hour during the morning and it is just unbearable. You will be backed up almost to the skating rink down there on Dinsmore Trail. That really concerns me with the traffic coming in. I know that Wal-Mart has a lot of sales and Lowe's will have a lot of sales and that traffic that is generated on the weekend when people are off and trying to get things done it is just going to be unbearable. The life off of Hwy. 62 is a little bit different than what is on there. I live almost a mile up the road and it is a very nice place. We have deer in our backyard and the whole nine yards. The large scale that is going to go down there I am sure will have an effect on the environment. I am not really satisfied with the way that they are doing the drainage because I can see the projections later on with residential areas coming in behind there on the other property. That is going to be a concern for the environment also. Even though I am not a very good speaker I just wanted to come up here and voice my opinions because I have spoken to some of the neighbors, we are not going to go into the store. I am not going to shop there. I don't want it out there, I didn't want it out there to start with. I didn't want Wal-Mart out there and I fought that but I lost that battle too. I just wanted to voice my opinion and I appreciate you all for listening to me.

Hoover: Thank you Mr. Brooks, is there any other member of the audience?

Moorman: My name is Barbara Moorman, I live on Finger Road. I think the concerns that have been voiced by the last two speakers are my concerns. They were very well expressed and I certainly concur. The only thing I don't concur with is anything nice that was said about this development. I am glad to hear that the staff made this a smooth process for the developer. I wish that you all could make it a smooth process for the neighbors. I think first of all that there is a problem with overall planning on the part of the City of Fayetteville. What will Hwy. 62 look like when the whole growth area is developed? It seems to me that that should be uppermost in your mind before you start looking at particulars. This development, if it was needed at all, which I certainly don't think it is, the place for it was at the intersection of I-540 and 6th Street and when the

issue was raised about the Lindsey development, the apartments that are going in right now, there was an excellent talk that was given by a former member of the Planning Commission to the effect that that was a place for a commercial center. Out where I am at the corner of Finger Road, which as was just pointed out, just a few years ago was a dirt road. It has been used traditionally for walking. People walk their dogs, people ride bikes, children play. It is not appropriate to destroy that area which is getting to be quite unique. Getting back to where the commercial centers ought to be, I know your 2020 Plan says one thing. However, within my very short memory roughly 10 years ago the Planning Commission and the city was saying we weren't going to have any strip development west of the intersection of 540, west of the bypass. Then the Wal-Mart went in.' You turn in and immediately the Wal-Mart went in and now we are talking about putting in this enormous 90 acre development. It is incremental. You can see your plan changes. The reason your plans change is you have no rational for your plans. You don't have a picture of what this area is going to look like and even if you do think you have that picture you have no rational to support why you think it is a good thing. For example, are you going for infill or are you going for complete development of the growth area? Getting back to more specific issues, traffic, this is just part of the big picture. Traffic is simply unbelievable on 6th Street. I know that you, when I say you please don't take it personally, when I say you I mean the City of Fayetteville, this is a generic plural you. Something is going to have to be done our there and I am sure that there are people, I'm not saying it is a conspiracy but it is a thought in people's minds, there are going to have to be other arteries cut through out there. Think about it, you are putting development down Finger Road past the Leffler's house. You are going to come up with the notion of widening Finger Road then you are going to come up with the notion, again, this is not you but the City will come up with the notion of cutting Finger Road through some other goofy way through to 265. It is a natural, it is going to happen. You ought to see all of that right now. I don't think that this should be an incremental thing. Five years down the road we are going to change our plans. You have a finite amount of space, it is encompassed by the boundary of the growth area. You can't go on with this foolishness, this madness forever. You are going to bump into somebody else's boundaries. I think you need to think in terms of a finite area and what are you going to do with the traffic on 6th Street? Are you going to cut a north and south road or several north/south roads? Just a few years ago the Planning Department wanted to make Finger Road a collector street. Finger Road is a dead end that ends up at the top of a mountain and I think that when that idea was put forth that there was some other idea in mind about what to do with Finger Road. Nobody could've wanted to run it up to the top of that mountain. This sounds like it is far fetched I know to you but if you knew the area you would know that what I am saying

makes perfect, logical sense. This is an issue that is going to come up within the next few years. Getting back to the overall planning, I just don't see that you have any long range plans that stick because of the very lack of rational. One thing that the UDO says, and it is part of the 2020 Plan, is that you need to protect significant environmental features. The tree preservation plan looks very nice for this property but you may be losing sight of the fact that ten years ago, and I know that is outside the statute of limitations, that land was filled in my opinion it was quite illegally done, fill was taken from somewhere else and it killed all the trees that are on that property, the very property that we are talking about now when you are talking about tree preservation. Secondly, it was mentioned that part of your policy says that developments have to be in harmony with the aesthetic qualities of the surroundings. Well that is just outrageous because there is going to be nothing in harmony with the part to the south. There is no harmony whatsoever between this huge development and the mountains and the trees and the creek that are back there. How do you reconcile that? The only way you can reconcile that is through a pre-conceived bias that you walk into this with. It is all basically about money. That is what this room is full of, people who are here for money. I am talking about the environment and the quality of life. I really think I want to get back to my initial point, which is that you need an overall rational. You need some underlying philosophy that backs up what you are permitting. It should not be just money. The 90 acres that I live on is in a conservation easement. I have seven pages here of just the native species on this property and I am not an expert and this is absolutely not complete, I don't pretend that it is complete, but when you talk about being in harmony with the surroundings I don't think you are looking at it from all the possible angles but only from one and that is speculation, money and fear of potential lawsuits. Thank you.

Hoover: Thank you. Do we have any other members of the audience? Seeing none, I will bring it back to the Commission. Can I first start with can we get a report from the Subdivision Committee on this project?

Bunch: The Subdivision Committee met twice on this. One of the things that was requested at the first meeting particularly after public comment, was an expanded version of the traffic report. At the second Subdivision Committee there was an expanded very comprehensive traffic report presented. Some of the questions were the concerns about Sherman Way being a private road or a public road and it will be built to public standards and at such time as was presented tonight, dedicated as a city street. Commercial design standards were reviewed and changes were made. ADA parking was redistributed to better access the retail stores on the Dorado portion. Public comment was taken at both meetings. Property lines were discussed and clarified as well as a concept plat was requested

between the first and second Subdivision Committee meeting so we could see how this project interrelated with the rest of the major block. Particularly since there were improvements that were shown that were on land but did not belong to this development. Some of the Cobb Westphal land I believe had the detention pond and also some wetlands. Also, one of the things that were brought up is some of the wetlands are lands that were created by materials that were dumped on this site from other construction projects. Again, the traffic was a major concern particularly with public comment. We did discuss signs and we forwarded basically everything to the full Planning Commission with the changes that were made by the design group.

Hoover: Thank you Commissioner Bunch. Going back to a few notes through public comment, Dawn would you just give us a little summary of our 2020 plan? From what we can find on the map this area has been zoned regional commercial since 1995, or planned to be regional commercial, is this true?

Warrick: That is true for a portion of the property. A portion of the subject property has also been designated as mixed use on the General Plan.

Hoover: Thank you. Commissioners?

Estes: I would like to respond to Ms. Moorman's comments, and I see that she left the room and I am sorry that she did because I would like for her to hear this. It wasn't raining when Noah built the arc. Planning is a good thing and this city has made an effort to achieve a certain level of urban planning that is consistent with growth. We have our 2020 Plan, which is our future land use plan. On that plan 6th Street is designated as a principal arterial. It is zoned regional commercial and then mixed use until the Farmington city limits. This plan was developed after extensive public hearings and offering of extensive comment, both by the general public and by professionals and it is the plan that we are mandated to follow. We don't make these decisions and we don't do these sort of things without any direction or without any guidance. We follow the 2020 plan. In response to where are we going and how are we going to get there, 6th Street is a principal arterial, it is regional commercial and then it becomes mixed use to the Farmington city limits. Ms. Moorman asked what you expect 6th Street to look like, I expect it to be regional commercial and mixed use to the Farmington city limits. With that said, I have several comments and several questions. I guess I would like to start with Matt, if you could help us out with Mr. Wilkes' concerns regarding the drainage, our requirement that post development flows not exceed pre-development flows, could you elaborate on that? Can you explain to Mr.

Millis: It should be the same.

Estes: Staff, did we give a waiver on the sign on the store across from the Northwest Arkansas Mall?

Edwards: We did not. We have had a shift in interpretation of our sign ordinance over the past couple of months, which I think you all will remember we went through on Shake's. There has not, other than the Shake's, been a waiver granted for this reason.

Estes: Is this proposed sign the same size of the sign on the store across from the Northwest Arkansas Mall?

Edwards: It appears to be to us. We didn't take exact measurements or pull a permit but it looks very similar.

Estes: I presume these are cookie cutter prototype or sign address, does the applicant know are you using the same size here as you did on the store across from the mall?

Millis: As far as I recall it is the same sign and same size.

Estes: Let me ask you about the pole sign. Your neighbor to the east did a real nice job with a monument sign, have you thought about a monument sign?

Millis: Actually we have, and we are willing to do that to match the building façade.

Estes: Sara, with a monument sign what is the permissible square footage?

Edwards: It is 75 sq.ft. also.

Warrick: It is permitted to be a whole lot closer to the street right of way. That is one of the allowances if the applicant chooses to erect a monument sign, the setback from the right of way is 10' as opposed to 30' for a pole sign of the same size, sorry, 40'.

Estes: Have you thought about a monument sign and you could move it out towards the street?

Millis: We would be agreeable to a monument sign.

Estes: That is all I have.

Shackelford: One comment and then a follow up question. First of all, I would like to concur with Commissioner Estes' statements regarding the overall development of this property. I too agree that this is in line with the 2020 plan. Although, I do understand the traffic concerns and share some of those, in particular, the speed limit on 6th Street in this area. I do feel that this is an appropriate location for this. It is on a five lane U.S. Highway within a half mile exchange of the interstate. I think it is properly zoned on the 2020 plan and I think we are following that plan. With that being said, one question to the applicant. I am obviously not an engineer but I want to make sure I understand this. Commissioner Estes had some very good questions regarding storm water runoff and the detention ponds. Is it my understanding that the plan and the detention ponds that are in place on this project address the overall project in addition to the development that will happen at a later date on this location?

Mills: Yes, a portion of it. Phase I is what we are calling the future conceptual plan for this acreage here and this future commercial. It will be sized to accommodate the acreage there and there. It is in the report specifically what areas.

Hoover: Thank you Commissioner. I would like to ask the Commissioners if anyone has any issues with any of the waivers in the first list of conditions of approval, number four and five, which is a waiver to allow the parking spaces wider than 9' and the aisles wider than 24', is there anyone who has any concerns about that that we need to discuss? Ok, did we discuss commercial design guidelines, does anyone have any comments about those or concerns about the commercial design guidelines in reference to this project?

Allen: I wanted to ask Commissioner Bunch, you said that there were some changes made as the result of comments made at Subdivision and I wondered what kind of changes were made to commercial design.

Bunch: Specifically I think there were some changes made to the Dorado development and one of the things that was more concern was that the Lowe's sign itself was part of an architectural element that helped break up a large, box like building. Even though it extended above the parapet it is in helping satisfy one part of our ordinance, it appears to be in conflict with another part. I do not recall if the changes of the screening on the landscape area, if that was an exact result of through the Subdivision Committee meeting because there were meetings with the neighbors that were going on simultaneously with this. With the two Subdivision Committee meetings and meetings with staff and the neighbors, there were a considerable number of changes that occurred in the total project, not all of them necessarily design standards.

Allen: I wondered if we could be more specific again about the south elevation and the east elevation.

Hoover: Can the applicant come address that please?

Millis: We are speaking of the Lowe's elevation?

Hoover: Yes.

Culpepper: What did you want to know of the south elevation?

Allen: Landscaping.

Culpepper: I don't know if I can answer that.

Millis: The south elevation located here does have landscaping screen for when the future residential does occur. Along the east line of Lowe's there will be an 8' fence along the property line here and then everything to the east of that is tree preservation buffer area that will ultimately be Dr. Leffler's property.

Allen: Then I had another question that was I wondered what hours will typically be delivery times for the Lowe's stores?

Millis: Delivery times are 7 a.m. to 4 p.m. Monday through Friday.

Allen: Thank you.

Estes: I have a question regarding the traffic study and to try to be responsive to Mr. Brooks' concerns. Your traffic study shows warrants for signalization and what you denominated as drive b, when that proposed traffic signal is in place and is synchronized with the existing traffic signal on Finger Road, will that help the traffic flow and will that help the traffic congestion that Mr. Brooks described and if so, how?

Simmons: Let me back up just a little bit. Somebody suggested that we go out and film this. Well I have been out and watched this and there is some cue that backs up there from the existing Finger Road traffic signal. Presently that traffic signal, although the traffic system can remotely communicate with it, it is not actually coordinated with I-540 at this time. When this new traffic signal at drive b is in fact, inner placed and inner connected to the system it is my understanding from talking with the City traffic personnel that the new signal at drive b, the Finger Road signal, will then both be coordinated with I-540. It should help minimize the cues that

build up. I am not going to sit here and tell you that we are going to solve a huge capacity problem that exists right now. I will say that Lowe's contributes very, very little to the a.m. rush hour traffic that is coming in from that direction. Is that responsive?

Estes: I think so. I just wanted to be sure I understand the traffic now that is running east on Hwy. 62 when the new signal device is in place, that traffic will cue up to the west of that device and then when that device releases it will go to Finger Road and then it will go to I-540. It should cue it in three separate cues.

Simmons: It should spread the cue out that is there now. It is not going to totally alleviate it but it will provide a progressive flow that presently doesn't exist from drive b to I-540.

Estes: Thank you.

Bunch: I have a question for the traffic. I know this isn't probably a part of the study but maybe in your expert opinion you can shed a little light on it. What impact will this Lowe's have at the current Lowe's location? What level of relief do we think we will see as far as the traffic in the mall area and Zion Road and will this alleviate that any or will it just be it's own business?

Simmons: Candidly, I don't know.

Millis: From a customer based standpoint when we add a new store within the same trade area we usually look at 15% to 20% of that traffic coming to the new store.

Bunch: One of the benefits of this, from the standpoint of long range planning, is that this project should help alleviate some of the traffic in the Joyce, Zion, North College area?

Millis: It should, at least from the customers that go to Lowe's specifically, and that is how we track that.

Hoover: I would like to pose a couple more questions to the Commissioners. Is there any discussion about the waiver from the requirement of a landscape island in front of the building? Does anyone have an issue with that? The last waivers were on the signage. Is there any issue with the sign extending more than 18" above the roof level? Commissioner Estes?

Estes: I have no issue with that and would vote in favor of that specific requested waiver.

Hoover: I have been going through the findings here that we need to determine for a PZD and I believe we have discussed just about every issue in the list. Maybe with the exception of the covenants. When will those be placed?

Warrick: The covenants will be required to be filed with the Final Plat for this project.

Shackelford: Commissioner Estes brought up a point. Visiting with the applicant about the waiver of a pole sign verses a monument sign. Obviously as it reads now if someone were to make a motion as it reads now we would be asked to grant a waiver on the pole sign. Is that something that the applicant wants us to do or should we try to work in the ability for a monument sign? I guess since Commissioner Estes started this conversation, how would you like to see that specific finding addressed?

Estes: My proposal would be that the first waiver request regarding the extending more than 18" be granted, that the second paragraph read that two monument signs be allowed not to exceed 75 sq.ft. in order to comply with the sign ordinance. It is my understanding that the applicant is in agreement with that.

Millis: Actually, Commissioner Estes, the one sign is a shopping center sign which has a different square footage requirement than the specific Lowe's sign so the wording would probably need to be different or separated.

Estes: I was giving you two monument signs of 75 sq.ft.

Millis: The ordinance allows for the sign that will be for the Dorado development to be 300 sq.ft.

Warrick: That is an area identification sign and it does have a larger provision.

Estes: Your next sentence is an area identification sign is proposed on lot 2b, which meets ordinance requirements. So you are ok with that but did you want two monument signs or just one monument sign?

Millis: Just one. If we just go with one do we get the additional square footage?

Estes: That is correct.

Hoover: Is there anymore discussion?

Warrick: I have a question. The last statement was If we just go with one do we get the additional square footage, so are we talking about recommending to

the Board of Sign Appeals a monument sign larger than 75 sq.ft. for the Lowe's store?

Estes: That was not my understanding. My understanding was the one monument sign not to exceed 75 sq.ft. but then the area identification sign will be the larger sign. Is that correct, is that what you are thinking?

Millis: That wasn't my thinking but I will agree with it.

Bunch: A question for Commissioner Estes, on our recommendation to the Board of Sign Appeals addressing the 75 sq.ft., is that to include just the naming portion of the sign or does it include the architectural peak at the top of the sign? I believe that the monument sign and pole sign both have been designed with the Lowe's theme peak on top of it that may make it exceed the 75 sq.ft.

Estes: Commissioner Bunch, as I think Dawn or Sara explained to us, in the last couple of months there has been a re thinking of how we calculate the square footage and we are now including the architectural features, where in the past we did not. Again, my thinking is if the applicant will give up that pole sign and substitute a monument sign they can have their architectural feature in addition to their 75 sq.ft.

Shackelford: I would concur with that, I think that is a great idea.

Estes: Let me explain the reason for that. That is not a negotiation or a bargain that we struck here this evening. What that is is that we heard from the Chair of our Subdivision Committee that this architectural feature actually enhances the general overall appearance of the project and meets the commercial design standards. Rather than break it up I would defer with the Chair of our Subdivision Committee and go with the architectural feature on the monument sign. Incidentally, that is my reason for granting the 18" above the roofline is to allow you to have the architectural feature, which as Commissioner Bunch said Subdivision reports that it adds to the architectural feature of the building and meets the commercial design standards but yet conflicts with the sign ordinance.

Anthes: I believe that we just heard Mark state that he would accept the sign with the 75 sq.ft. including the architectural element, are we then going to go back and give him that in addition?

Estes: That is what I have tried to explain. To have continuity in the architectural feature of the project I would say that if they want the architectural feature on the monument sign it is appropriate because it

carries over to the 18" above the roofline waiver that we are giving on the building sign.

Anthes: Did you plan to put the architectural element on as included in the 75 sq.ft.?

Millis: I would agree with Commissioner Estes' last statement.

Hoover: Do we have a motion?

MOTION:

Estes: I move for approval of PZD 03-2.00 granting the requested waiver to allow parking spaces wider than 9', that is a request for several 10' wide spaces to accommodate contractor parking. Granting the requested waiver to allow for aisles wider than 24' in width with the proposal being for aisles up to 55' to accommodate truck traffic. Granting the waiver of landscape islands to be added near the ADA spaces.

Shackelford: Number 8 was stricken from the conditions of approval.

Estes: I thought it was now a requested waiver from that condition, is staff just striking it?

Edwards: Yes.

Estes: Ok, then deleting previous condition number 8 that landscape islands shall be added near the ADA spaces. Making the finding of compliance with commercial design standards, including signage. Granting the waiver of the sign extending more than 18" above the roofline and allowing the sign to extend 46.25 inches above the roofline. Recommending to the Board of Sign Appeals that this variance be accepted providing that there is to be one monument sign not to exceed 75 sq.ft. in area, not including the architectural feature with an identification sign proposed on lot 2b, which meets the ordinance requirements. With a finding of fact that each of the requirements of the PZD have been met.

Hoover: We have a motion from Commissioner Estes. Sara, do you have a comment?

Edwards: I just wanted to point one thing out to make sure that everyone understood. A monument sign is defined by being no greater than 6' in height. I wanted to make sure that the applicant knew that they were agreeing to a sign no greater than 6' in height.

Hoover: So noted, applicant?

Estes: Your monument sign can't be anymore than 6' this way and you get the square footage going this way.

Shackelford: Does that include the architectural design on the top of the sign?

Estes: Sara, is it permissible for the architectural feature to go above 6' as long as it doesn't exceed what?

Warrick: It would require a variance from the Board of Sign Appeal. We are going there anyway. Is there a maximum height that the Commission feels to be appropriate?

Estes: Let's leave it with the 75 sq.ft. and not to exceed 6' in height because the applicant is going to have to go to the Board of Sign Appeals anyway and they can adjust this and do whatever they want to there.

Hoover: Is that correct staff?

Warrick: That's fine.

Hoover: We have a motion by Commissioner Estes, do we have a second?

Shackelford: I will second and I appreciate him making that motion.

Hoover: Thank you. We have a second by Commissioner Shackelford. Is there anymore discussion on this item?

Allen: I just would like to know if architectural features are often synonymous with advertising. The only architectural features that I see on the building, or things that we are calling architectural features are signage.

Estes: I think that architectural features are more often than not considered part of the trade dress.

Hoover: Ok, is there anymore discussion?

Anthes: On page 9.2a and on our original page 9.2 we have gone back and forth about the tree conservation area, whether it is on site or off site. This evening we heard that they plan to sell the property or lease the property to Mr. Leffler, does that change the text of this page in anyway?

Edwards: What we are looking at is the boundaries of the Planned Zoning District, which includes the tree preservation area and the off site detention. The

tree preservation area will still be within the boundary of the PZD although will not be owned physically by Lowe's or the Dorado development.

Anthes: Ok, so the 9.2a as it is currently written stands?

Edwards: Yes.

Hoover: Is there any other discussion? We have already closed it to public comment, I am sorry. I do appreciate the public coming and the neighbors' comments. If there is no more discussion then Renee, would you call the roll please?

Roll Call: Upon completion of roll call the motion to approve C-PZD 03-2.00 was approved by a vote of 7-0-0.

Hoover: Thank you. Do we have any other business?

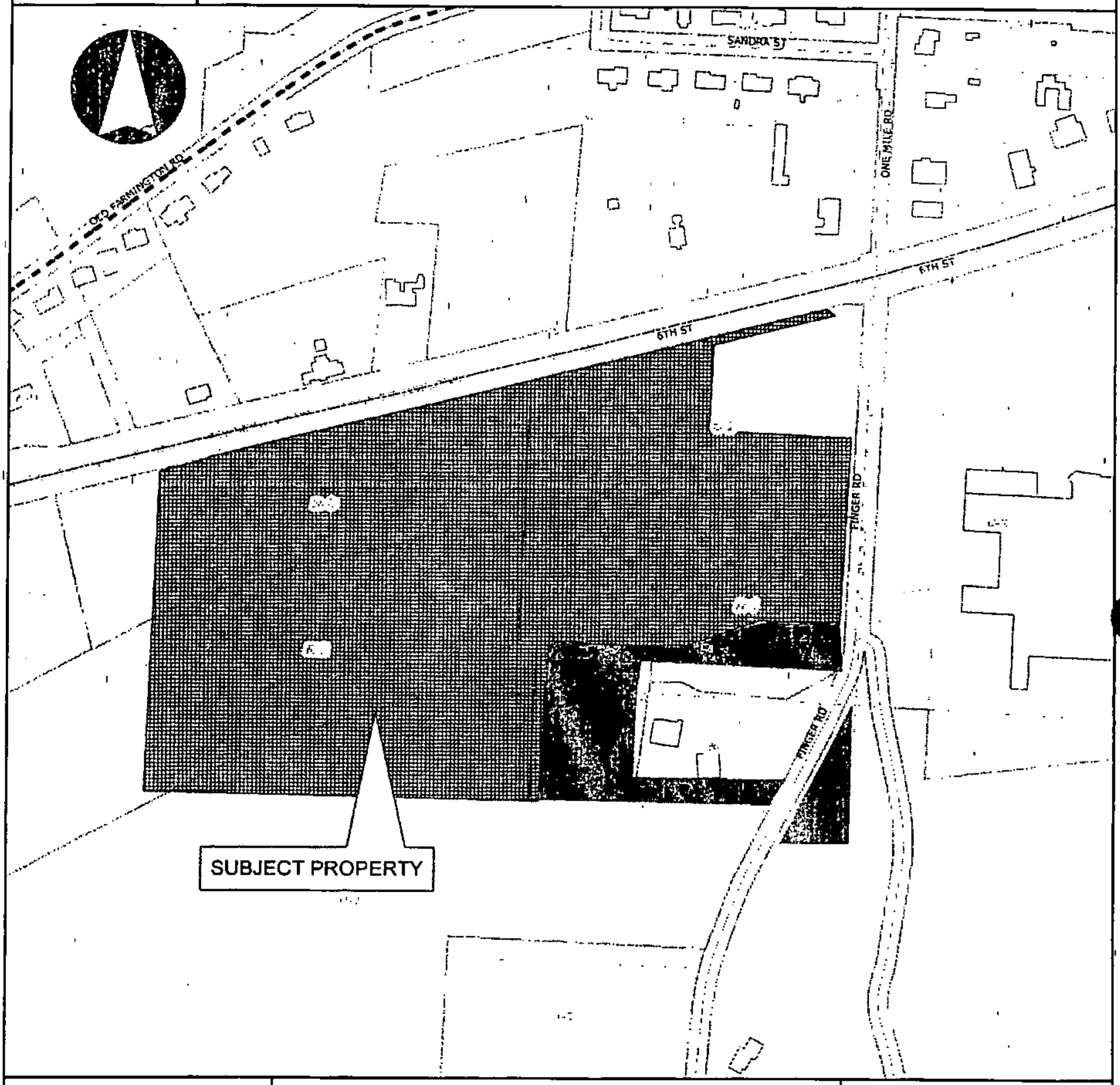
Warrick: I have a couple of announcements. Just so everyone knows this is Sara's last Planning Commission. We bid her a fond farewell and will miss her. I will be introducing our new Associate Planner at the next Planning Commission meeting but we will miss Sara, she is headed to Springfield for her new job. Also, with our next agenda session and Planning Commission I have arranged for OMI, the management company who runs the Paul Noland Waste Water Treatment Plan to provide us with a presentation at the Planning Commission meeting on May 12th. They have agreed to allow us to tour the facility and to assist in that tour during our agenda session on May 8th so that is going to be a part of our activities with the next meeting. I just wanted to give you a heads up that that is coming.

Hoover: Sara, we are going to miss you and I hope that you go off to bigger and better places and do great things.

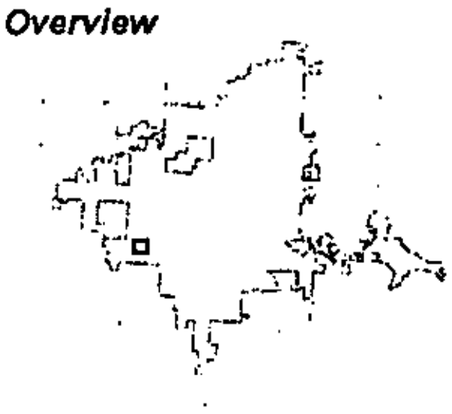
PZD03-2.00

Close Up View

LOWES



Overview



Legend

Subject Property

PZD03-2.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

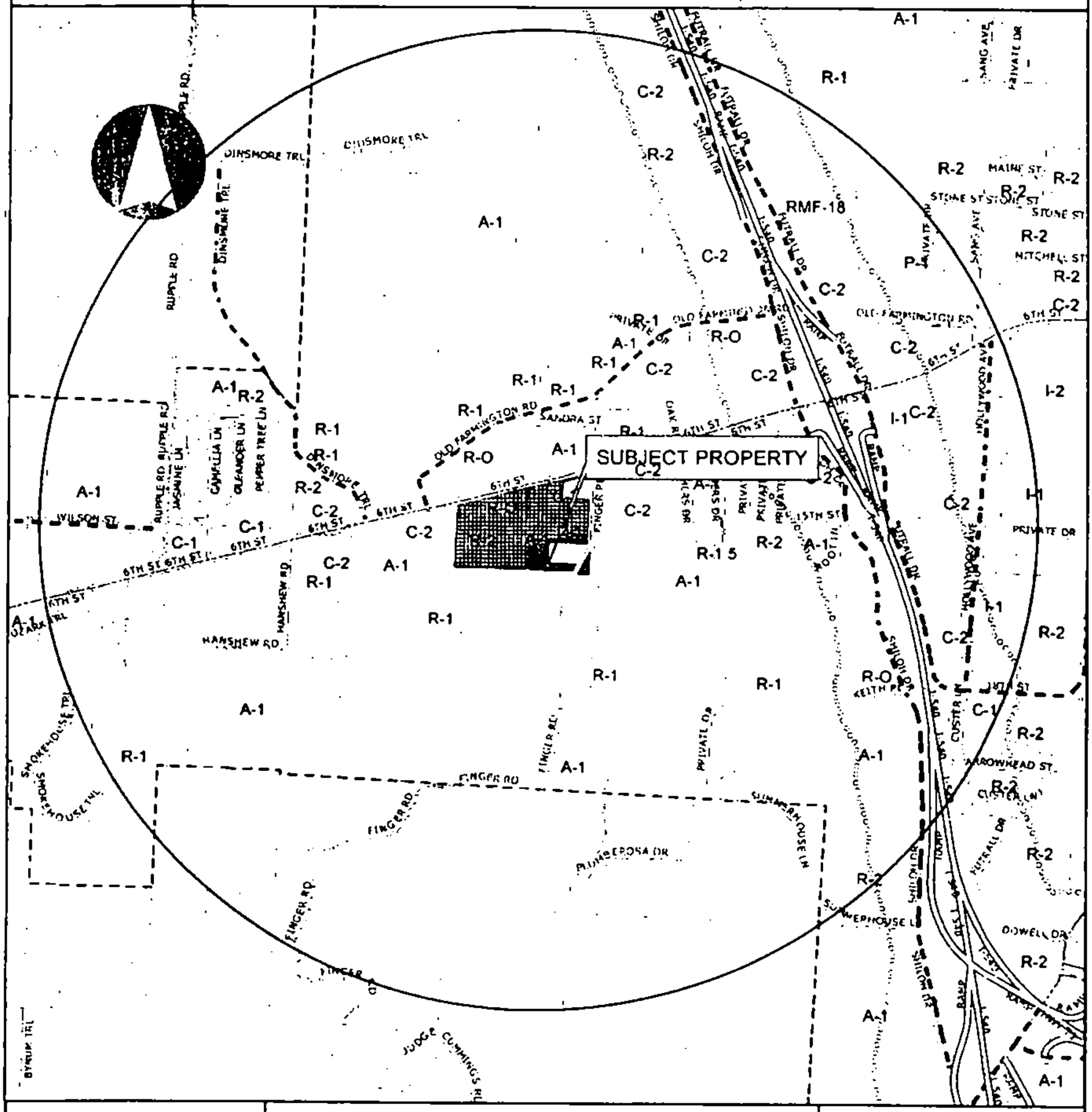
Historic Collector

0 125 250 500 750 1,000 Feet

PZD03-2.00

One Mile View

LOWES



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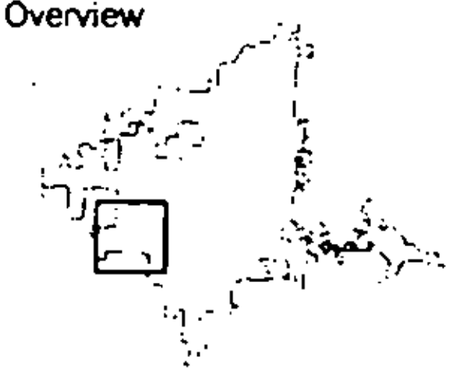

Legend

Subject Property

PZD03-2.00

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Planned

Boundary

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Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

RZN 03-14.00: Submitted by James Williams for property located at the northeast corner of Shiloh Drive and Mount Comfort Road and contains approximately 0.77 acres. The western tract of property (0.20 acres) is currently zoned R-2, Medium Density Residential and the eastern tract (0.57 acres) is proposed to be annexed into the City with a zoning desination of A-1, Agricultural. The request is to rezone both tracts to C-1, Neighborhood Commercial.

STAFF RECOMMENDATION: Approval

Dawn Warrick — 4/8/03
Division Head — Date

Received in Mayor's Office 4/22/03 PM
Date

D. J. White — 4/21/03
City Attorney — Date

4-18-03
Department Director — Date

Cross Reference:

Previous Ord/Res#: _____

4-22-03
Finance & Internal Services Dir. — Date

Orig. Contract Date: _____

Hugh Earnest — 4-22-03
Chief Administrative Officer — Date

Orig. Contract Number: _____

Dan Coody — 4/22/03
Mayor — Date

New Item: Yes No

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 03-14.00 AS SUBMITTED BY JAMES WILLIAMS FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF MT. COMFORT ROAD AND SHILOH DRIVE, FAYETTEVILLE, ARKANSAS FROM R-2, MEDIUM DENSITY RESIDENTIAL AND A-1, AGRICULTURAL TO C-1, NEIGHBORHOOD COMMERCIAL.

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From A-1, Agricultural and R-2, Medium Density Residential to C-1, Neighborhood Commercial as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2003.

APPROVED:

By:_____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
RZN 03-14.00

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION SIX (6), ALL IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), SAID POINT BEING AN EXISTING ARKANSAS STATE SURVEY MONUMENT; THENCE N89°28'27"E ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5) 287.81 FEET TO A SET IRON ON THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 540; THENCE LEAVING THE NORTH LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5) AND RUNNING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY S50°54'00"W 159.33 FEET TO AN EXISTING ALUMINUM RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S78°38'00"W 173.83 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 540 AND THE EASTERLY RIGHT-OF-WAY OF MT. COMFORT ROAD, SAID POINT BEING AN EXISTING ALUMINUM RIGHT-OF-WAY MONUMENT, SAID POINT ALSO BEING ON A 314.15 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY OF SAID MT. COMFORT ROAD 201.72 FEET, THE CHORD FOR WHICH BEING N48°40'02"W 198.28 FEET, TO A SET IRON ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION SIX (6); THENCE N89°34'27"E 155.15 FEET TO THE POINT OF BEGINNING, CONTAINING 0.77 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Dawn Warrick, Zoning & Development Administrator, AICP
THRU: Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE: April 14, 2003

RZN 03-14.00: Rezoning (Williams, pp 363) was submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive and contains approximately 0.77 acres. The western tract of property (0.20 acres) is currently zoned R-2, Medium Density Residential and the eastern tract (0.57 acres) is proposed to be annexed into the City with a zoning designation of A-1, Agricultural. The request is to rezone both tracts to C-1, Neighborhood Commercial.

BACKGROUND:
Property Description: The subject property is located at the northwest corner of Shiloh Drive (outer road for I-540) and Porter Road/Mt. Comfort Road. This site is frequently the location of a fireworks stand in the summer due to its location surrounded by the City, but located within the county which permits the sale of fireworks at certain times of the year. Property to the north was recently developed for office usage. Other adjoining uses include the interstate to the east, residential to the west and office and residential to the south. This area is classified as Community Commercial on the Future Land Use map.

The subject property is identified in the City's adopted annexation policy within the General Plan 2020 as an island which should be annexed.

Proposal: The applicant proposes to develop the subject property with a gas station and convenience store. Connection to sewer services provided by the City of Fayetteville requires that the property be located within the corporate City limits.

CURRENT STATUS:
On April 14, 2003, the Planning voted 7-0-0 to forward this item to the City Council with a recommendation for approval.

RECOMMENDATION:
Staff recommends approval of the requested rezoning.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of April 14, 2003

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn Warrick, Zoning & Development Administrator, AICP
THRU: Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE: April 14, 2003

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RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	**Required**	**YES**
	O Approved	**O Denied**
Date: April 14, 2003		
CITY COUNCIL ACTION:	**Required**	**YES**
	O Approved	**O Denied**
Date: May 6, 2003 (1st reading if recommended)		

Comments: _____

BACKGROUND:

Property Description: The subject property is located at the northwest corner of Shiloh Drive (outer road for I-540) and Porter Road/Mt. Comfort Road. This site is frequently the location of

a fireworks stand in the summer due to its location surrounded by the City, but located within the county which permits the sale of fireworks at certain times of the year. Property to the north was recently developed for office usage. Other adjoining uses include the interstate to the east, residential to the west and office and residential to the south. This area is classified as Community Commercial on the Future Land Use map.

The subject property is identified in the City's adopted annexation policy within the General Plan 2020 as an island which should be annexed.

Proposal: The applicant proposes to develop the subject property with a gas station and convenience store. Connection to sewer services provided by the City of Fayetteville requires that the property be located within the corporate City limits.

Request: The applicant is requesting that the subject property is annexed into the City of Fayetteville. A rezoning request for C-1, Neighborhood Commercial zoning accompanies this annexation request.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Residential / Office	R-2, Medium Density Residential / C-1, Neighborhood Commercial
South	Residential / Mixed	R-2, Medium Density Residential / R-O, Residential Office
East	I-540 / U of A Experimental Farm	Outside City
West	Residential	R-2, Medium Density Residential / R-1, Low Density Residential

INFRASTRUCTURE:

The subject property is surrounded by Mt. Comfort Road on the south/southwest, Shiloh Drive on the east and I-540 on the south/southeast. All of these streets are classified as higher level streets on the Master Street Plan; Mt. Comfort Road as a minor arterial, Shiloh as a collector and I-540 as a freeway/expressway.

Water and sewer services are available to serve a future development in this location.

LAND USE PLAN: General Plan 2020 designates this site Community Commercial. Rezoning this property to C-1, Neighborhood Commercial is consistent with the land use plan and compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **The proposed rezoning is consistent with the General Plan 2020 which identifies the site within a Community Commercial node. Provision of services for the nearby residential areas as well as to highway travelers may be accommodated by the proposed rezoning and accompanying annexation.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The rezoning is justified in that it is consistent with land use planning objectives identified in the General Plan 2020. Proximity to the interstate makes a residential use of the property less desirable. Combining the already zoned R-2 portion of the subject property with the area under consideration for annexation at the corner will allow for a reasonably sized development site. The property is located within the Design Overlay District which will require the applicant to process a large scale development in order to obtain approvals necessary to develop the property.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Additional traffic generated by a commercial development on this site would likely be greater than a residential use would create, however the many different means of accessing the site will provide opportunities. Review of access locations during the large scale development process will be very important for this property.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning will not alter population density. Findings from various service providers within the city are as follows:**

Engineering - **The proposed rezoning is located at the northeast corner of Mt. Comfort Road and Shiloh Drive. Mt. Comfort is classified as a Minor Arterial and Shiloh Drive is a Collector Street.**

The proposed rezoning to C-1 may or may not result in additional traffic danger and congestion for this area. Access to the developed site and the circulation network within the development shall be reviewed in detail as part of the subdivision or large scale development process. The layout,

connectivity, circulation plan, ingress and egress provisions will be reviewed in detail as information becomes available.

Fire – **Fire station #2 to this location is 2.2 miles with a 3 minute 44 second response time. Water supply for fire protection will be required for new development.**

Police – **We do not believe there will be any adverse effects to public safety should these properties be rezoned as requested. We also have no objection to ANX 03-2.00.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

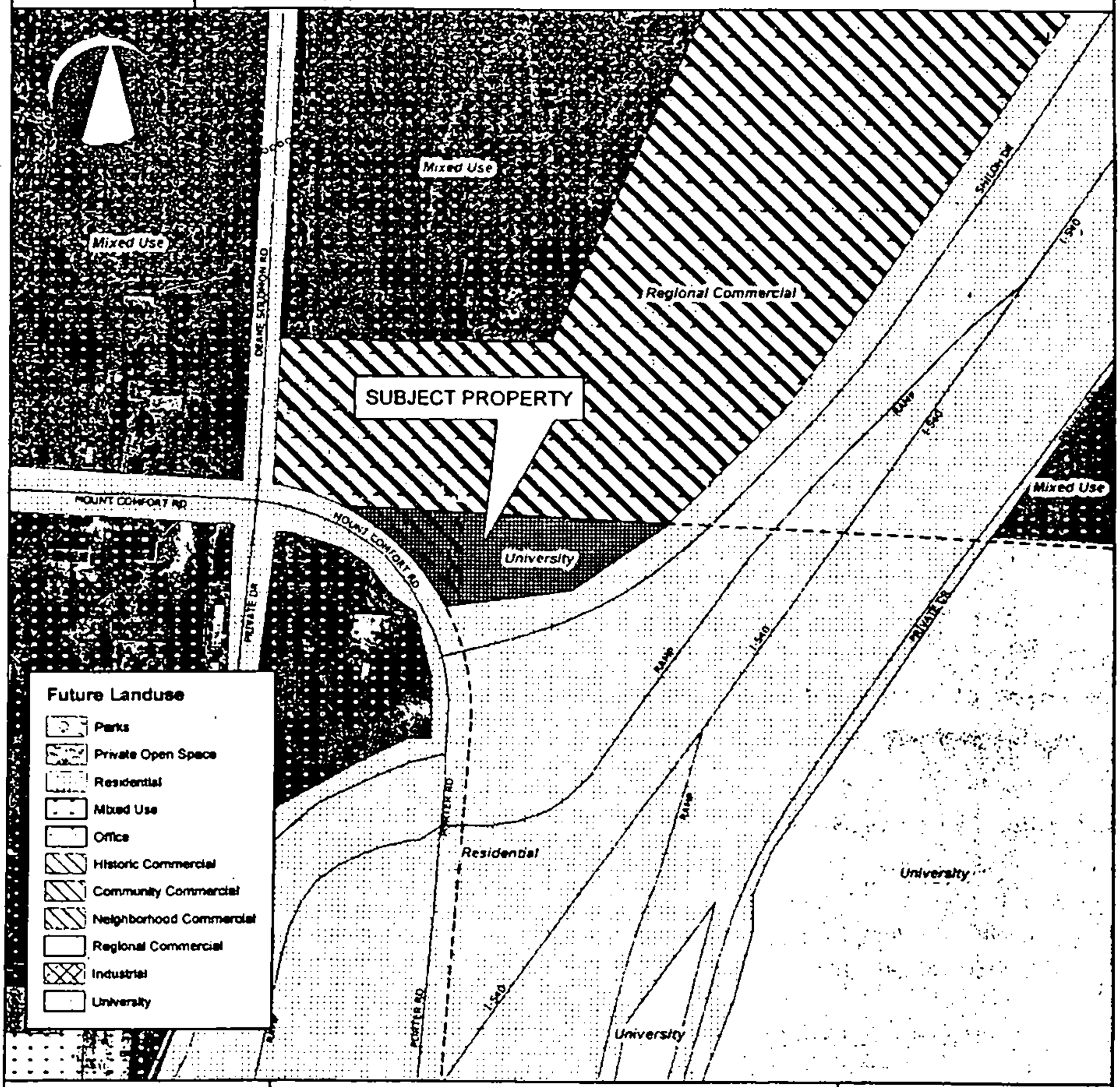
   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

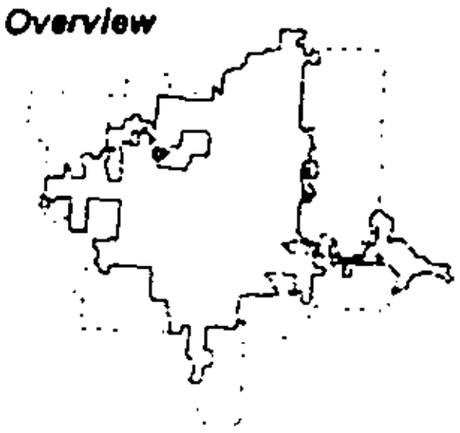
RZN03-14.00

Future Landuse

WILLIAMS



Overview



Legend

Subject Property
RZN03-14.00

Streets
Existing
Planned

Boundary
Planning Area
Overlay District
City Limits

0 75 150 300 450 600 Feet

RZN03-14.00

Close Up View

WILLIAMS

SUBJECT PROPERTY

MOUNT CONFORT RD

DEANE SOLOMON RD

PRIVATE DR

PORTER RD

SUTTON DR

RAMP

I-540

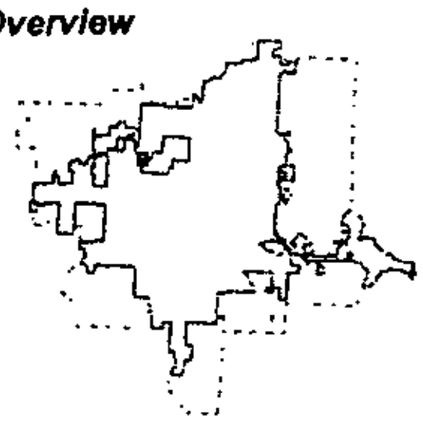
C-2

R-T

R-O

R-1

Overview



Legend

Subject Property

RZN03-14.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 75 150 300 450 600

Feet

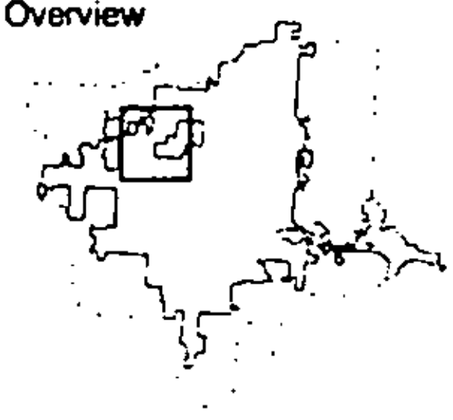
RZN03-14.00

One Mile View

WILLIAMS

SUBJECT PROPERTY

Overview



Legend

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RZN03-14.00

Streets

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Planned

Boundary

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Outside City

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0 0.1 0.2 0.4 0.6 0.8 Miles

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Hoover: The next item is RZN 03-14.00 which is the same piece of property. Dawn, would you like to tell us about the Rezoning?

Warrick: Sure. This is the same piece of property that we were discussing with the Annexation with the addition of a small tract to the west which is currently zoned R-2 and has a small home on it. That contains approximately.2 acres. With regard to findings that are necessary in order for the Planning Commission to consider a Rezoning: The proposed Rezoning is consistent with the General Plan 2020. This area is designated as community commercial and the applicant in this case is requesting a C-1 zoning designation. The potential development that has been discussed for this particular site is a gas station and convenience store, which is a use that is permitted in the C-1 zoning district. Staff believes that the Rezoning is justified and that it is consistent with land use planning, the General Plan 2020. It's proximity to the interstate makes the residential use of the property less desirable. Combining the already zoned R-2 portion of the subject property and the area that is under consideration for Annexation will allow for a reasonably sized development site. Like I mentioned before, the property is located within the Design Overlay District which will require the applicant to process a Large Scale Development so that the Planning Commission will have an opportunity to review the development plans. With regard to traffic danger and congestion, one of your findings, additional traffic will most likely be generated by this commercial development and it would likely be a larger traffic generator than a residential use on this site. The applicant's purchase of the adjoining property to the west does allow for some additional opportunities with regard to direct access to the site. Adjoining streets, Mount Comfort/Porter Road is I believe a minor arterial in this location and then Shiloh Drive, which is the outer road to the Interstate is a principal arterial in this location. This is a tricky corner with regard to traffic. We will look at that very closely at the time of development proposal when we are looking at the Large Scale. The location of access drives to the site will be very important and staff will work with the applicant and with Subdivision Committee and Planning Commission when we get to that point to hopefully work out the best solution with regard to accessing the site safely. With regard to altering population density staff found that this proposed Rezoning will not alter population density. With regard to provision of service from various providers within the city, we had no

objections or concerns from Fire, Police or Engineering. The Fire Marshall reports that from fire station #2 to this location it is approximately 2.2 miles with a 3 minute 44 second response time. I believe that covers the findings that you are required to make. Staff is recommending in favor of the requested Rezoning to C-1.

Hoover: Thank you Dawn. Does the applicant have a presentation?

Williams: Not at this time.

Hoover: I will open it up to public comment. Mr. Kneiss, would you like to address us on the traffic again?

Kneiss: The same issues as I stated before.

Hoover: Thank you. Are there any other members of the audience that would like to comment on this Rezoning? Seeing none, I will bring it back to the Commission.

Shackelford: Dawn, you mentioned that the traffic would be looked at in the Large Scale Development. Clarify for me, this is less than an acre but a Large Scale Development will be required because it is in the Overlay District, is that correct?

Warrick: That is correct.

Shackelford: So we will see this project again as a LSD?

Warrick: Yes you will.

Shackelford: Thank you.

Conklin: I just wanted to mention one other thing about the traffic. When Duncan & Associates looked at a road impact fee the size of the site, and I am not sure how it is going to be developed, I think one of the plans are to develop it into a gasoline service station. Typically a convenience type store or gas station didn't typically generate a lot of additional traffic. It was more for the convenience of the people within the area. I do realize that this is on I-540 so there may be some additional traffic coming off of the interstate but the impact fees that were looked at based on land use and how much traffic is generated from a small gas station/convenience store were very minimal because studies have shown that people that are using those facilities live in that neighborhood or live in those areas and they are already traveling on Mount Comfort/Porter Road. We do have two

schools out in that area and it is not generating brand new trips. I just wanted to add that.

Hoover: Dawn, I have a question. You mentioned another street other than Mount Comfort and I don't see it on our map.

Warrick: Porter Road becomes Mount Comfort Road in that location and I think I also mentioned Shiloh Drive which is the outer road adjacent to the east property line.

Hoover: Thank you.

Bunch: Within a one mile radius to the south of this there is a section of Shiloh that is awaiting completion pending funding from various other traffic generators in the area. Would this project have any impact on the bridge on Shiloh that we are gradually accumulating money and hopefully someday we will build that will ease traffic on Shiloh?

Conklin: Actually Shiloh Drive is in our CIP program. You are talking about Shiloh Drive between Mount Comfort and Wedington?

Bunch: Yes.

Conklin: That is within our CIP program. I have talked to the property owner south of where it dead ends and I think that developer is just going to wait until the city does the CIP project before that bridge is constructed. That is in our CIP.

Bunch: Is this project close enough to be considered a traffic generator to make a contribution? I imagine that it would be extremely small even if there was one.

Conklin: We are going to have to take a look at it. Once again, based upon our impact fee consultants, if it is a small convenience type store or gas station, it would have a very minimal impact on traffic. Most of the studies have shown that traffic that is generated by those facilities are within those areas. The only thing that I am a little unclear of is with regard to it being adjacent to I-540 and that may change some of the study's findings but typically a gas station convenience store in these areas or residential areas have a minimal impact on traffic.

Bunch: Thank you.

Hoover: Are there any other comments or motions?

MOTION:

Ostner: I think this is a good thing to rezone this to C-1. I will move that we approve RZN 03-14.00.

Hoover: I have a motion by Commissioner Ostner, do I have a second?

Allen: I will second.

Hoover: Thank you Commissioner Allen. Is there anymore discussion? Seeing none, would you call the roll Renee?

Roll Call: Upon the completion of roll call the motion to forward RZN 03-14.00 was approved by a vote of 7-0-0.

Thomas: The motion carries seven to zero.

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Louise Schaper	General Government	Library
Name	Division	Department

ACTION REQUIRED: To ratify a settlement to a dispute that had arisen relating to the project of construction of the new library building and release any potential claims against the engineering firm of Grubbs, Hoskyns, Barton & Wyatt, Inc. relating to geotechnical studies/work performed on the project site, in exchange for consideration with a total monetary value of $105,000. A budget adjustment adding the settlement monies to the Library Project is also requested.

COST TO CITY:

$ (105,000)	21,786,640	New Main Library
Cost of this request	Category/Project Budget	Program Category / Project Name
4150 9150 5804.00	15,857,779	
Account Number	Funds Used to Date	Program / Project Category Name
99073	$ 5,928,861	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Adjustment 000 — 5/20/03
Budget Manager — Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fairbairn — 5/21/03
Accounting Manager — Date

Internal Auditor — Date

5/21/03
City Attorney — Date

N.S. by Hugh Earnest — 5-21-03
Purchasing Manager — Date

STAFF RECOMMENDATION:

5/21/03
Division Head — Date

Department Director — Date

5-21-03
Finance & Internal Services Dir. — Date

5-21-03
Chief Administrative Officer — Date

5/21/03
MAYOR

Cross Reference

New Item: **Yes** **No**

Previous Ord/Res#: ____

Orig. Contract Date ____

Orig. Contract Number ____

Mayor

Date

Staff Review Form - Page 2

Description Maintenance Worker II (temporary) Positions Meeting Date June 3, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

Finance & Internal Services Director

Chief Administrative Officer

RESOLUTION NO. _____

RESOLUTION TO ACCEPT SETTLEMENT PROPOSAL IN THE AMOUNT OF $105,000.00 FROM GRUBBS, HOSKYNS, BARTON AND WYATT, INC. AND APPROVAL OF A BUDGET ADJUSTMENT ADDING THESE FUNDS TO THE LIBRARY PROJECT

WHEREAS, following an extensive negotiation and mediation process a settlement was achieved in which Grubs, Hoskyns, Barton and Wyatt, Inc. agreed to pay to the City the amount of $105,000.00 in exchange for the Library's and City's agreement that all potential disputes or claims against it were resolved and satisfied by this payment.

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 agrees to accept the settlement proposal of $105,000.00 in full satisfaction of any potential claims relating to the geotechnical studies and work of Grubbs, Hoskyns, Barton and Wyatt, Inc. and releases all of our potential claims against them for the payment of this $105,000.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment and the addition of these funds to the Library project.

PASSED and **APPROVED** this the 3rd day of June, 2003.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

FAYETTEVILLE PUBLIC LIBRARY

For City Council Agenda June 3, 2003

To: Mayor Dan Coody and City Council
From: Louise Schaper, Library; Hugh Earnest, Urban Development
Date: May 20, 2003

Subject: **To accept a settlement to a dispute that had arisen relating to the project of construction of the new library building and release any potential claims against the engineering firm of Grubbs, Hoskyns, Barton & Wyatt, Inc. relating to geotechnical studies/work performed on the project site, in exchange for consideration with a total monetary value of $105,000.**

Background

A dispute arose in relation to the studies performed by Grubbs, Hoskyns, Barton & Wyatt, Inc. as to the subsurface and the unexpected techniques required to excavate the subsurface. The firm offered to use mediation as a vehicle to attempt to negotiate a settlement of our dispute.

Status

Vince Chadick, Library Counsel; Louis Gottsponer, Board President; Louise Schaper, Library Director and Cathy Rew, Finance Manager along with Dr. Jack Hoskyns and Dr. Grubbs principals of Grubbs, Hoskyns, Barton and Wyatt Inc. met with a third party mediator on April 30 to work towards a settlement. After eight hours of mediation, the parties agreed to $105,000 settlement. Of this amount, $90,000 will be paid directly to the City of Fayetteville and $15,000 will be paid to the FPL Foundation. The FPL Foundation will, in turn, give the City $15,000 to be applied, along with the $90,000, to the Library Building project funds.

Recommendations

On May 19, 2003 the Fayetteville Public Library Board of Trustees voted unanimously to accept this settlement and recommended that the City Council do likewise.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Library Construction Fund Division: Program:	Date Requested	Adjustment Number
2003			

Project or Item Requested:	Project or Item Deleted:
Adding back $105,000 to the Fund Balance.	None.

Justification of this Increase:	Justification of this Decrease:
A settlement was agreed to by Library Board and the geotechnical engineering firm of Grubbs, Hoskyns, Barton and Wyatt, Inc. in the sum $105,000 resulting from a dispute related to the studies performed relating to the subsurface and the unexpected techniques required to excavate the subsurface.	

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Building costs	4150	9150	5804	00	105,000	99073	20

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	4150	0915	4999	99	105,000		

Approval Signatures

[signature]	5/20/03
Requested By	Date
[signature]	5/21/03
Budget Manager	Date
Department Director	Date
[signature]	5-21-03
Finance & Internal Services Director	Date
Mayor	Date

Budget & Research Use Only

Type: A B C D E

Date of Approval	Date	Initial
Posted to General Ledger	Date	Initial
Posted to Project Accounting	Date	Initial
Entered in Category Log	Date	Initial

H:\BUDGET\BARBARA\BUDADJ\2003\Library settlement

5/21/2003 / 11:33 AM

STAFF REVIEW FORM – NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

For the Fayetteville City Council meeting of June 3, 2003

FROM:

Tim Conklin	Planning	CPE Services
Name	Division	Department

ACTION REQUIRED: To amend Chapter 159.02 (C) (1) "Water and Wastewater Impact Fees" (Ordinance No. 4447) to change the time of collection to installation of the water meter or connection to the wastewater system.

To amend Chapter 159.02 (D) (1) Schedule of Fees to remove the word "average" after the land use classification of single-family. done administratively

SUMMARY EXPLANATION:

STAFF RECOMMENDATION: Approval

Staff recommends approval of the amendments to Chapter 159.

Division Head — Date

City Attorney — 5-22-03 — Date

Department Director — 5-17-03 — Date

Finance and Internal Services Director — Date

Chief Administrative Officer — 5-18-03 — Date

Mayor — Date

Received in Mayor's Office — Date

Cross Reference:

Prev Ord/Res #:

Orig. Contract Date:

Orig. Contract No:

New Item: Yes x No

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 4447 CODIFIED AS §159.02 OF THE UNIFIED DEVELOPMENT ORDINANCE TO REPEAL SUBSECTION **C.1. TIME OF COLLECTION** AND ENACT A NEW SUBSECTION C.1 TO CONFORM TO NEW STATUTORY REQUIREMENTS AND TO PROCLAIM AN EMERGENCY

WHEREAS, Act 1719 of 2003 was recently passed by the legislature and signed into law by Governor Huckabee; and

WHEREAS, Act 1719 requires existing impact fee ordinances to comply with the time of collection prescribed in Act 1719; and

WHEREAS, the Fayetteville Impact Fee Ordinance for water and sewer (§159.02 of the UDO) shall go into effect on June 16, 2003, and must be effectively amended prior to that time to comply with state law and prevent disorder. Therefore in order to prevent confusion and confrontation that could endanger the peace and safety of Fayetteville citizens, this ordinance amending the Impact Fee Ordinance must go into effect immediately upon its passage.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals §159.02 C.1. and in its stead adopts and enacts the new §159.02 C.1. as stated below:

"C. Time of collection.

"1. Water and wastewater impact fees shall be paid at the time of installation of the water meter serving the property or of the connection to the wastewater system, whichever comes first."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby declares an emergency exists such that this ordinance shall take effect immediately upon its adoption in order to prevent potential breaches of the

peace and safety for our citizens which would result if our impact fee ordinance was not amended prior to its effective date so as to comply with state law. Because of such emergency, this ordinance shall be in full force and effect as soon is it is passed by the City Council and signed by the Mayor.

PASSED and **APPROVED** this the 3rd day of June, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:
By: _____
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8264

COMMUNITY PLANNING AND ENGINEERING SERVICES CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, Community Planning and Engineering Services Director T.C.
DATE: May 16, 2003
SUBJECT: Amendment to Chapter 159 Water and Wastewater Impact Fees

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BACKGROUND

Staff is meeting weekly to setup the procedures and training for the collection of impact fees pursuant to Chapter 159 "Ordinance No. 4447" and to Act 1719 of 2003 passed by the 84th General Assembly and signed by the Governor. Staff has identified several amendments that need to be made prior to June 16, 2003. These amendments follow (f)(2)(b) of Act 1719 which allow impact fees to be collected "... in connection with and as a condition to the installation of the water meter serving the property."

The proposed amendments include:

- Changing the time of collection from building permit to installation of the water meter or connection to the wastewater system

- Removing the word "average" in the schedule of fees for single family

CURRENT STATUS

Ordinance to amend chapter 159 has been drafted for City Council approval.

RECOMMENDATION

Staff recommends approval of the amendments to Chapter 159.

PROPOSED AMENDMENTS TO CHAPTER 159
IMPACT FEE
ORDINANCE NO. 4447

C. Time of Collection

Existing

1. Water and wastewater impact fees for new development shall be paid prior to the issuance of a new or larger water meter, connection to the wastewater system, or issuance of a building permit; whichever comes first.

Proposed

1. Water and wastewater impact fees for new development shall be paid ***at the time of installation of the water meter serving the property or connection to the wastewater system*** ~~*prior to the issuance of a new or larger water meter, connection to the wastewater system, or issuance of a building permit*~~*; whichever comes first pursuant to Act 1719 of 2003.*

Rate Schedule

– Remove the word "average"

ORDINANCE NO. 4447

MICROFILMED

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF FAYETTEVILLE, REGULATING COLLECTION AND DISBURSEMENT OF WATER AND WASTEWATER IMPACT FEES

WHEREAS, the protection of the health, safety, and general welfare of the citizens of the City requires that the water and wastewater systems of the City be expanded and improved to meet the demands of new development; and

WHEREAS, the creation of an equitable impact fee system would enable the City to impose a proportionate share of the costs of required improvements to the water and wastewater systems on those developments that create the need; and

WHEREAS, the Impact Fee Study sets forth reasonable methodologies and analyses for determining the impacts of various types of development on the City's water and wastewater systems; and

WHEREAS, the water and wastewater impact fees described in this Ordinance are based on the Impact Fee Study, and do not exceed the costs of acquiring additional land and the costs of acquiring or constructing additional facilities or equipment required to serve the new developments that will pay the fees; and

WHEREAS, the types of improvements to the water and wastewater systems considered in the Impact Fee Study will benefit all new connections to the City's water and wastewater systems, and it is therefore appropriate to treat the City's entire utility service area as a single service area for purposes of calculating, collecting, and spending the impact fees for each type of facility; and

WHEREAS, there is both a rational nexus and a rough proportionality between the development impacts created by each type of new development covered by this Ordinance and the water and wastewater impact fees that such development will be required to pay; and

WHEREAS, this Ordinance creates a system by which impact fees paid by new developments will be used to expand the water and wastewater systems, so

that the new development that pays each fee will receive a corresponding benefit within a reasonable period of time after the fee is paid.

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

Section 1. That Chapter 159, Fees, Unified Development Ordinance of the Code of Fayetteville, is hereby amended to add the following:

§159.02 WATER AND WASTEWATER IMPACT FEES

A. Applicability

1. The following provisions shall apply to all of the territory within the City's water and wastewater service areas, including areas outside the corporate city limits and within service areas located within Washington County and other incorporated cities.

2. The following types of development shall be required to pay a water and/or wastewater impact fee:

   a. New development seeking a new connection to the City's water or wastewater system.

   b. New development seeking a new connection to the system of a wholesale customer of the City's water or wastewater system, where collection of the City's impact fee is required by the City's contract with the wholesale customer.

   c. Residential redevelopment involving the construction of one or more additional dwelling units.

   d. Nonresidential redevelopment seeking a larger capacity water meter.

B. Intent

1. The intent of wastewater and water impact fees is to ensure that new development bears a proportionate share of the cost of improvements to the City's water and wastewater systems; to ensure that the proportionate share does not exceed the cost of providing water and wastewater facilities to the development that paid the fee; and to ensure that funds collected from developments

are used to construct water and wastewater facilities that serve such developments. It is further the intent of this Ordinance to use the impact fees to implement the City's 2020 General Plan and future plan updates and to implement the City's Five Year Capital Improvements Program.

2. It is not the intent of this Ordinance to collect any money from any development in excess of the actual amount necessary to offset demands generated by that development for the water and wastewater facilities for which the fee was paid.

3. It is not the intent of this Ordinance that any monies collected for the water impact fee and the wastewater impact fee ever be commingled or ever be used for a type of facility different from that for which the fee was paid.

C. Time of Collection

1. Water and wastewater impact fees for new development shall be paid prior to the issuance of a new or larger water meter, connection to the wastewater system, or issuance of a building permit; whichever comes first.

2. Development projects which have obtained building permits prior to the effective date of this ordinance shall not have to pay impact fees if the building is completed with water and sewer hook-ups installed and certificate of occupancy issued no later than six (6) months from the effective date of this ordinance.

D. Fee Determination

1. **Schedule of Fees.** The Impact Fee Administrator shall determine the amount of the water and wastewater impact fees for residential uses based on the type or size of the dwelling unit and for nonresidential uses based on the size of the water meter using the following schedule:

Land Use	Unit	Water	Waste-Water	Total
Single-Family (average)	Dwelling	$308	$835	$1,143
Multi-Family (per dwelling unit)	Dwelling	$219	$593	$812
Nonresidential (5/8" x 3/4" meter)	Meter	$308	$835	$1,143
Nonresidential (1" meter)	Meter	$770	$2,088	$2,858
Nonresidential (1-1/2" meter)	Meter	$1,540	$4,175	$5,715
Nonresidential (2" meter)	Meter	$2,464	$6,680	$9,144
Nonresidential (3" meter)	Meter	$4,928	$13,360	$18,288
Nonresidential (4" meter)	Meter	$7,700	$20,875	$28,575
Nonresidential (6" meter)	Meter	$15,400	$41,750	$57,150
Nonresidential (8" meter)	Meter	$24,640	$66,800	$91,440
Nonresidential (10" meter)	Meter	$35,420	$96,025	$131,445

2. **Redevelopment, Reconstruction, Change of Use.** In the event of a redevelopment, reconstruction or change of use from an existing development or use, the fee shall be the difference between what the fee would be for the entire redevelopment or reconstruction project and what the fee would have been for the existing development or use. Enlargement of a single family home will not require any impact fee.

3. **Mixed Use.** If the proposed development includes a mix of the residential land uses and/or nonresidential meter sizes that are listed in the impact fee schedule, the fee shall be determined by adding up all the water and wastewater impact fees that would be applicable for each residential land use type and/or nonresidential meter size as if it was a freestanding land use type.

4. **Fire Suppression / Low Pressure.** It is the intent of this ordinance to base water and wastewater impact fees on the typical usage in a new building or other facility. Extinguishing of fires is not a part of typical usage; to allow adequate fire flow to sprinklers and internal hydrants at some large and at-risk properties, it may be necessary for fire protection purposes to install a larger water meter than would be necessary to meet day-to-day needs of that facility. In addition, a larger meter may be required in areas of low water pressure than in areas of normal water pressure for the same type of use. In those cases, it is the policy of the City that the impact fee

for water and wastewater should be based on the meter size needed by that facility for its typical usage, without regard to fire-flow or unusual pressure conditions.

5. **Irrigation.** Any separate water meter installed for irrigation purposes only shall not be included in the calculation of the wastewater impact fee.

6. **Affordable Housing Exemption.**

   a. Construction of single family housing funded wholly or primarily by federal Community Development Block Grants, non-profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable, owner-occupied, single family residences to low income individuals shall be exempted from payment of impact fees pursuant to this ordinance by the Impact Fee Administrator.

   b. A person aggrieved by the Impact Fee Administrator's refusal to grant an Affordable Housing Exemption may appeal the denial to the Planning Commission.

E. Use of Fees

1. **Establishment of Accounts.** An Impact Fee Fund that is distinct from the General Fund of the City is hereby created, and the impact fees received will be deposited in the following interest-bearing accounts of the Impact Fee Fund:

   a. Water Impact Fee Account, and

   b. Wastewater Impact Fee Account.

2. **Water Impact Fee Accounts.** The Water Impact Fee Account shall contain only those water impact fees collected pursuant to this Ordinance plus any interest which may accrue from time to time on such amounts.

3. **Wastewater Impact Fee Account.** The Wastewater Impact Fee Account shall contain only those wastewater impact fees collected pursuant to this Ordinance plus any interest which may accrue from time to time on such amounts.

4. **Order of Use.** Monies in each impact fee account shall be considered to be spent in the order collected, on a first-in/first-out basis.

5. **Use of Fees.** The monies in each impact fee account shall be used only for the following:

   a. To acquire land for and/or acquire or construct water or wastewater system improvements of the type reflected in the title of the account and as described in the Impact Fee Study as well as extension of service to new development paying an impact fee.

   b. To pay debt service on any portion of any current or future general obligation bond issue or revenue bond issue used to finance water or wastewater system improvements of the type reflected in the title of the account that created or will create capacity to serve new development.

   c. As described in subsection F, Refunds.

F. Refunds

1. Any monies in the Impact Fee Fund that have not been spent or encumbered within ten (10) years after the date on which such fee was paid shall be refunded by the City to the then current owner of the land for which the fee was paid with interest since the date of payment. Interest shall be based on a five percent annual rate.

2. After an impact fee has been paid pursuant to this Ordinance, no refund of any part of such fee shall be made due to the fact that the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the number of dwelling units in the project, or the size of the water meter required.

3. At the time of payment of the water or wastewater impact fee under this Ordinance, the Impact Fee Administrator shall provide the applicant paying such fee 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 collection of any impact fee under this Ordinance.

Section 2. That Chapter 151, Definitions, Unified Development Ordinance of the Code of Fayetteville, is hereby amended by inserting Exhibit "A" attached hereto and made a part hereof.

Section 3. Effective Date. This Ordinance shall become effective beginning 180 days after the date and passage of approval.

PASSED and **APPROVED** this the 17th day of December, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"

To be inserted at Chapter 151: Definitions, Unified Development Ordinance:

Connection. (Water and Wastewater Impact Fees) The physical tie-in of a private water or wastewater service system to the City of Fayetteville's public water or wastewater system.

Impact Fee Administrator. (Water and Wastewater Impact Fees) The City Planner or his designee.

New Development. (Water and Wastewater Impact Fees) Construction of a new single family home and the construction or expansion of any other building or structure. The change in use of a building or structure that results in increased demand from water and wastewater facilities shall also be considered new development.

Wastewater System Improvements. (Water and Wastewater Impact Fees) Capacity-enhancing improvements to the facilities for the transmission, treatment, reclamation and disposal of wastewater. Lift stations, force mains and gravity mains or excluded from the definition of wastewater system improvements.

Water System Improvements. (Water and Wastewater Impact Fees) Capacity-enhancing improvements to the facilities for the supply, storage, transmission and distribution of potable water, excluding water lines less than eight inches in diameter and other lines that are the minimum size needed to serve an individual development project.

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

XX AGENDA REQUEST

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Stephen Davis		Finance & Internal Services
Name	Division	Department

ACTION REQUIRED: Amend City of Fayetteville Code of Ordinances Section 51.135 to bring the new service deposit requirements into compliance with the water and wastewater impact fee ordinance.

SUMMARY EXPLANATION:

The proposed ordinance will:
1) refund all service deposits where the customer has at least twenty-four (24 months) with no payment delinquency or re-connection fees.

2) rescind and refund all cover deposits placed by commercial customers, building contractors and rental property owners.

3) establish a property owner's cover deposit for the purposes of cleaning up properties between occupancy.

4) require new water service comply with applicable provisions of §159.02 of the Unified Development Code of Fayetteville Regulating Collection and Disbursement of Water and Wastewater Impact Fees.

STAFF RECOMMENDATION:

Division Head — 5/8/03 Date

Received in Mayor's Office — 5/21/03 Date

City Attorney — 5/21/03 Date

Department Director — Date

Finance & Internal Services Dir. — 5-21-03 Date

Chief Administrative Officer — 5-21-03 Date

Mayor — 5/21/03 Date

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item: Yes No

ENTERED 5/21/03

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL SECTION 51.135 SERVICE DEPOSITS, OF THE CODE OF FAYETTEVILLE AND TO ENACT " NEW SECTION 51.135

WHEREAS, the City of Fayetteville desires to return or waive water service deposits for property owners who have histories of twenty-four (24) consecutive months of prompt full payment of water, sewer and solid waste bills; and

WHEREAS, the City needs to ensure that sewer and water impact fees are properly and promptly paid upon the installation of a water meter for construction purposes; and

WHEREAS, other changes in the administration of service deposits need to be made.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals **§51.135 Service deposits** of the Fayetteville Code, in its entirety and enacts the following new **§51.135 Service Deposits** of the Fayetteville Code to replace it:

Sec. 51.135. Service Deposits. A service deposit shall be made with each application for water service, construction water service and construction solid waste service if such precedes construction water service. This service deposit shall be retained in trust, without interest, by the city's finance department. When service to the depositor is discontinued permanently, said service deposit shall be applied to the final billing and the remainder, if any, returned to the depositor.

(A) **Refund of Service Deposits.** If the depositor achieves twenty-four consecutive months of on-time payments in full of all water, sewer, and/or sanitation fees due the City as of June of any year, the service deposit shall be refunded to the depositor. If a new customer can provide adequate proof of his or her twenty-four consecutive month history of prompt and full utility payments to the Business Office Supervisor, the Business Officer Supervisor

shall waive the requirement of a security deposit for this new customer.

(B) **Reinstitution of Service Deposit.** If a customer has received a refund of the service deposit or had the service deposit waived for proof of twenty-four consecutive month prompt payment history and the customer fails to promptly pay a monthly billing, the Business Office Supervisor may require payment of a new security deposit in an amount equal to or double the amount of the normal security deposit depending on the amount owed, lateness of payment and any reasons for late payment.

(C) **Service Deposits For Addresses To Which Water Was Shut-off By The City For Delinquent Bills.**

(1) If a current customer has had water shut off for failure to pay city bills, the customer must pay a $35.00 reconnect fee plus the full amount of the back bill to receive water service. The Business Officer Supervisor may also require double the normal deposit if this is a recurring problem.

(2) If a new customer seeks to have water turned on at an address or residence which was shut-off for non-payment within the preceding sixty (60) days, the new customer must pay the back water bill before the water may be turned on. A new security deposit may also be required.

(3) The Business Office Supervisor or designee may waive the reconnect fee after taking into consideration the consumer's property ownership, credit experience with the consumer, payment record of the consumer, and status of current service deposit(s) the consumer presently has active with the city on other utility accounts.

(4) The Mayor may, in cases of extreme hardship (unknown water leak in customer's line, excusable neglect, etc.), authorize continued or beginning water service with extended payment terms for past due bills, reduction of amounts due, or other compromises. No compromise or settlement may violate the terms of any bonds for which water or sewer revenue is pledged.

(D) **Government Consumers.** Federal, state, county, and other local government consumers shall not be required to make a service deposit.

(E) **Private Residential Consumers.** A private residential consumer shall be required to make a minimum service deposit of $50.00 unless waived pursuant to subsection B. For the purpose of this division, a private residential consumer is defined as any single-family unit without regard to

property ownership or a single apartment occupied by no more than four unrelated persons for which an individual meter is required.

(F) **Other Residential Consumers.** All other residential consumers, whether apartment houses, boardinghouses, fraternity houses, sorority houses, or other multiple-family dwellings where master meters are used shall be required to make a service deposit of $200.00.

(G) **Impact Fee Requirements.** All customers obtaining a new water service including building contractors obtaining water for construction purposes shall be required to comply with §159.02 of the Unified Development Code of Fayetteville Regulating Collection and Disbursement of Water and Wastewater Impact Fees. Individual deposits for each new water and sewer service are required.

(H) **Commercial Customers.** Commercial customers such as owners of hotels, motels, cafeterias, restaurants, service stations, car washing establishments, supermarkets, laundries, and industrial consumers shall be required to make a minimum service deposit of $100.00, or that equal to the highest one-month bill, whichever is greater.

(I) **Rental Cleanup Deposits.** Rental property owners obtaining water for rental cleanup purposes must sign the Property Owner's Agreement which lists all properties to be covered under this section and states Rental Property Owners will be billed for all of the services provided (water, wastewater and solid waste). At such time as an individual dwelling is occupied, the deposit required by subsection (b) of this section shall be made for that unit. Failure of property owners to pay billings as presented will result in cancellation of the property Owner's Agreement and all future service orders shall require a deposit equal in amount as set forth in subsection (E). The signed agreement, between the City and Property Owners must be executed prior to turn on service being provided and must contain a listing of individuals authorized to initiate service under the provision of this subsection.

(J) **Water For Irrigation Purposes.** All customers requesting water service for irrigation purposes shall be required to make a minimum service deposit of $50.00 for service whereas the water meter is sized one inch or less, $100.00 whereas the water meter is sized over one inch, or that equal to the highest one-month bill, whichever is greater.

(K) **Delinquent Payment History.** For all customer types, the service deposit amount required may be increased up to two and one-half times the estimated maximum bill, as determined by the Business Office Supervisor or

designee, if the customer has a history of delinquent payment or nonpayment of his bill. Increased service deposits may be required of all consumers whether residential, commercial, industrial, or irrigation services.

(L) **Time Of Payment.** The Business Office Supervisor or designee shall determine with each application for water service whether the service deposit shall be paid at the time of application, or if said deposit may be billed to the consumer, in part or in whole, on the first month's billing or spread over several month's billings.

(1) In determining the required method of payment for the service deposit, the Business Office Supervisor or designee shall take in consideration property ownership, credit experience with the consumer, payment record of the consumer, and status of current service deposit(s) the consumer presently has active with the city on other utility accounts.

(M) **Inactive Meter Use.** In the event of water consumption on an inactive meter when no service deposit has been made, the water meter shall not be reconnected until the customer pays the required service deposit and pays a $35.00 reconnection charge plus the back bill.

PASSED and **APPROVED** this the 3rd day of June, 2003.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THROUGH: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer

FROM: Stephen Davis, Finance & Internal Services Director

DATE: May 21, 2003

SUBJECT: Water & Sewer Ordinance Revision

Background
Representatives of several City divisions have been meeting to work out the operational details related to the implementation of the City's water and wastewater impact fees on June 16, 2003.

State legislation was approved by the Arkansas legislature this past session that governs the timing of impact fees (ACT 1719 of 2003). Specifically Section 1 (f) (2) (B) states, in part, "a municipal or wastewater department, waterworks, or joint waterworks, or a consolidated waterworks system operating under the Consolidated Waterworks Authorization Act may collect a development impact fee in connection with and as a condition to the installation of the water meter serving the property."

Discussion
The Fayetteville Code of Ordinances in Chapter 51 Section 135 provides the legislative authority that governs service deposits for water and wastewater service. Subsection D allows commercial customers, rental properties and building contractors to place a cover deposit that enables them to obtain new water service without having to place an additional deposit. Section G of the same Chapter provides rental property owners the ability to have a cover deposit that allows the property owner to place the utility service in their name for property clean-up purposes.

The water and wastewater service deposit provisions need revision to reflect the provisions of §159.02 of the Unified Development Code of Fayetteville regulating Collection and Disbursement of Water and Wastewater Impact Fees. If approved by City Council, the attached proposed ordinance revisions will: A) refund all service deposits where the customer has no delinquency assessments or re-connection charges over the past twenty-four (24) months, B) rescind and refund all cover deposits placed by commercial customers, building contractors and rental property owners, C) establish a requirement for a Rental Property Owners Agreement and establish the deposit requirement for rental property clean-ups, D) establish the method by which future service deposits will be refunded, E) revise the service deposit requirement when water service has been

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Resolution approval.

SUMMARY EXPLANATION:

ADM 03-8.00 was submitted by Scott Miller on behalf of Gene Barbee for property located at 729 S. School Avenue. The request is for a lesser dedication of right of way around an existing structure for S. School Avenue, a principal arterial, pursuant to the Master Street Plan.

STAFF RECOMMENDATION: Approval

Dawn I Warrick — 5/15/03
Division Head — Date

Received in Mayor's Office — 5/21/03 — Date

[signature] — 5/21/2003
City Attorney — Date

[signature] — 5-17-03
Department Director — Date

Cross Reference:

[signature] — 5-21-03
Finance & Internal Services Dir. — Date

Previous Ord/Res#: _____

Orig. Contract Date: _____

Hugh Caudle — 5-21-03
Chief Administrative Officer — Date

Orig. Contract Number: _____

[signature] — [illegible]
Mayor — Date

New Item: Yes No

RESOLUTION NO. _____

A RESOLUTION REDUCING THE RIGHT OF WAY DEDICATION FROM S. SCHOOL AVENUE CENTERLINE TO ACCOMMODATE THE EXISTING STRUCTURE LOCATED AT 729 S. SCHOOL AVENUE.

WHEREAS, the City of Fayetteville and the State Highway Department have completed the expansion of S. School Avenue to five lanes in this location; and

WHEREAS, the additional right of way for this portion of S. School Avenue is no longer necessary for road expansion.

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 herein mentioned change.

PASSED and **APPROVED** this _____ day of June, 2003

APPROVED:

DRAFT

By: _____
DAN COODY, MAYOR

ATTEST:

By: _____
SONDRA SMITH, CITY CLERK

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

CC Meeting of June 3, 2003

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Dawn Warrick, AICP, Zoning & Development Administrator
THRU: Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE: May 21, 2003

ADM 03-08.00: Administrative Item (Scott Miller, pp 562) was submitted by Scott Miller on behalf of Gene Barbee for property located at 729 S. School Avenue. The property is zoned C-2, Thoroughfare Commercial, and contains approximately 0.45 acres. The request is for a lesser dedication of right of way in that location where the existing structure encroaches upon that right of way.

BACKGROUND

A 55' right of way from center line for S. School Avenue is required for the principal arterial pursuant to the Master Street Plan. The applicant proposes to dedicate the required right of way except where the existing structure encroaches upon that area. LSP 03-37.00 was approved by the Planning Commission subject to a lesser dedication of right of way approval by the City Council.

CURRENT STATUS

On May 12, 2003, the Planning Commission voted 9-0-0 to approve LSP03-37.00 subject to a lesser dedication of right of way being approved by the City Council.

RECOMMENDATION

Staff recommends approval of this lesser dedication of right of way.

PC Meeting of May 12, 2003

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
THRU:	Dawn Warrick, A.I.C.P., Zoning & Development Administrator
FROM:	Jeremy Pate, Associate Planner
	Matt Casey, Staff Engineer
DATE:	May 08, 2003

Project: LSP 03- 37.00: Lot Split (Scott Miller, pp 562) was submitted by Scott Miller on behalf of Gene Barbee for property located at 729 and 815 S. School. The property is zoned C-2 and contains approximately 1.20 acres. The request is to split the property into two tracts of .45 and .75 acres.

Findings:

Proposal: The request is to split the property into two tracts of .45 and .75 acres.

Square footage & Parking:
Pursuant to §172.01(D)(Table 3) Parking Ratios, the following parking spaces based on building use and square footage will be required:

	Building Square Footage	Required Parking
729 S. School (0.45 acres)	1362 SF	6 Spaces
815 S. School (0.75 acres)	2791 SF	28 Spaces

Existing Development: Thoroughfare Commercial

Surrounding Land Use & Zoning:

	Land Use	Zoning
North	Mixed Commercial Uses	C-2 Thoroughfare Commercial
South	Mixed Commercial Uses	C-2 Thoroughfare Commercial
East	Mixed Commercial Uses	C-2 Thoroughfare Commercial
West	Vacant	I-1 Heavy Commercial/ Light Industrial

Water & Sewer: Existing

Right-of-way being dedicated: A 55' right of way from center line for S. School Avenue is required for the principal arterial. The applicant proposes to dedicate the required right of way except where the existing structure encroaches upon that area.

Street Improvements Proposed: None

Recommendation: Approval subject to the following conditions:

1. Planning Commission determination of the request for lesser dedication of right-of-way. The applicant is requesting not to dedicate the full 55 feet from centerline required pursuant to the Master Street Plan because an existing building encroaches into the required right-of-way. The proposal is not to dedicate right-of-way around the existing building. *Staff is in support of this request.*

2. Parking requirements are as noted in the findings, with a total of 6 spaces for 729 S. School and a total of 28 spaces for 815 S. School. A shared access and parking easement shall be indicated on the plat between the buildings to accommodate parking stalls and aisle.

3. Large Scale Development will be required for each tract at the time of expansion or redevelopment. This is required in order to address utility easement and right of way issues.

Standard Conditions of Approval:

4. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)

5. 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.

PLANNING COMMISSION ACTION: **__yes__ Required**
_____ Approved _____ Denied

Date: May 12, 2003

Comments:

_____

_____

The "CONDITIONS OF APPROVAL", beginning on page two of this report, are accepted in total without exception by the entity requesting approval of this development item.

_____

By

_____

Title

_____

Date

LSP 03- 37.00: Lot Split (Scott Miller, pp 562) was submitted by Scott Miller on behalf of Genc Barbee for property located at 729 and 815 S. School. The property is zoned C-2 and contains approximately 1.20 acres. The request is to split the property into two tracts of .45 and .75 acres.

Hoover: We will move onto item number three, LSP 03-37.00 for the property at 729 and 815 S. School. Dawn?

Warrick: This request is to split the subject property into two tracts containing 0.45 acres and 0.75 acres. There are mixed commercial uses surrounding this property with an industrial designation to the west, which is to the rear of the property. The applicant is showing on their plan. A right of way designation of 55' from centerline for S. School Avenue, which is the required dedication for this principal arterial street. The applicant does propose to dedicate the required right of way except where it encroaches an existing structure, which is why the Planning Commission is asked to hear this request. Typically, the Subdivision Committee has the authority to approve a Lot Split. However, this is a lesser dedication of right of way. The applicant is showing on their plan a right of way dedication of 55' from centerline for S. School Avenue, which is the required dedication for this principal arterial street. The applicant does propose to dedicate the required right of way except where it encroaches an existing structure, which is why the Planning Commission is asked to hear this request. Typically the Subdivision Committee has the authority to approve a lot split. However, this is a lesser dedication of right of way which is required by the Master Street Plan and in this instance the Planning Commission is asked to make a recommendation to the City Council which is where this lesser dedication must ultimately be determined. Staff is recommending in favor of the request.

Hoover: Thank you Dawn. Would the applicant come forward?

Miller: Hello, my name is Scott Miller. This is pretty straight forward. It is a Lot Split. We just have two properties that are together and I am attempting to purchase one of those buildings. We are just looking for a Lot Split.

Hoover: At this time can I ask if there is any member of the audience that would like to address LSP 03-37.00 at 729 and 815 S. School? Seeing no member of the public I will bring it back to the Commission for discussion.

MOTION:

Estes: I would move for approval of LSP 03-37.00.

Hoover: I have a motion by Commissioner Estes.

Bunch: I will second.

Hoover: There is a second by Commissioner Bunch. Is there any other discussion? Seeing none, Renee, would you call the roll please?

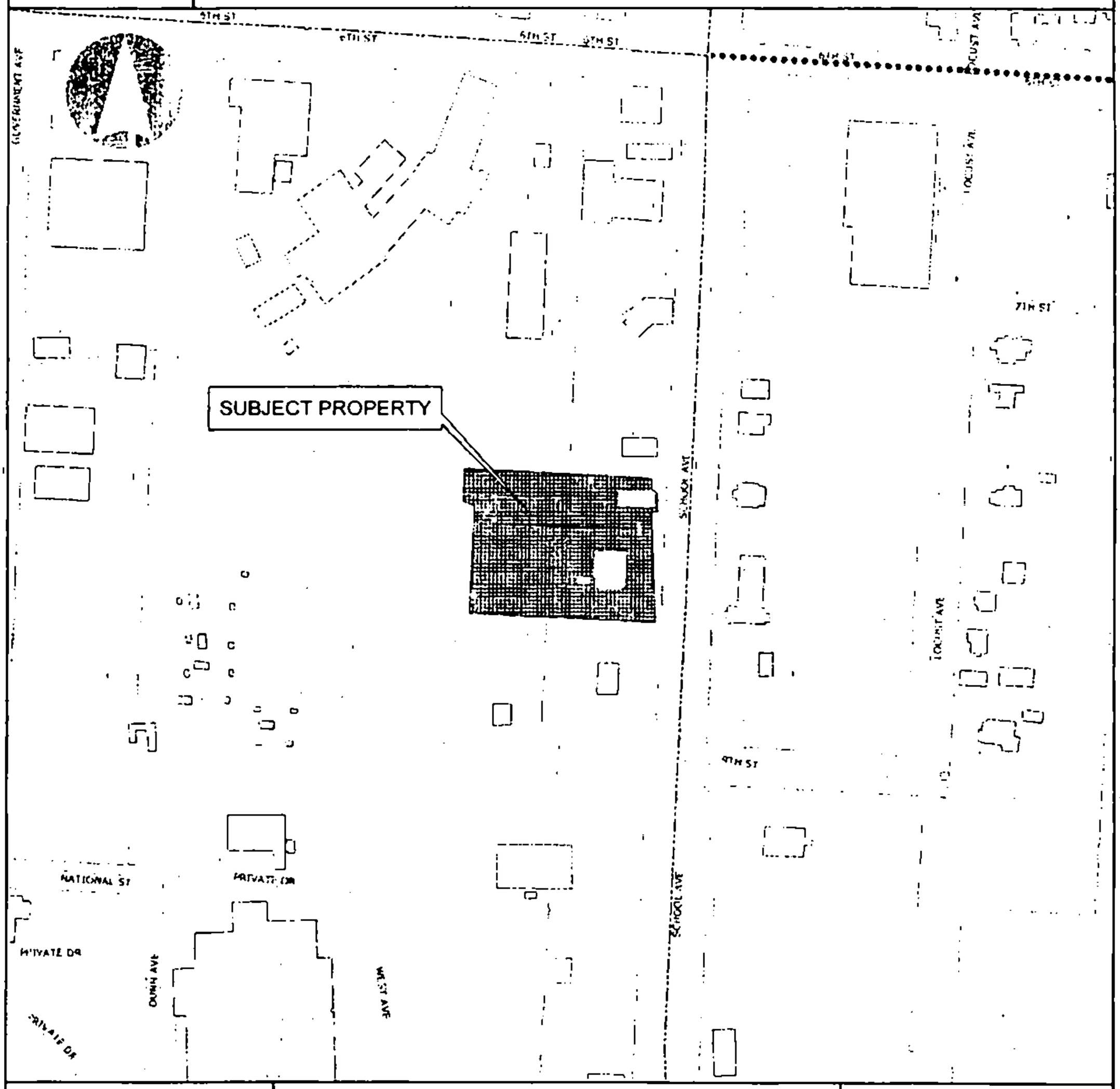
Roll Call: Upon the completion of roll call the motion to approve LSP 03-37.00 was approved by a vote of 9-0-0.

Thomas: The motion carries nine to zero.

LSP03-37.00

Close Up View

SCOTT MILLER



Overview

Legend

Subject Property

LSP03-37.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 75 150 300 450 600

Feet

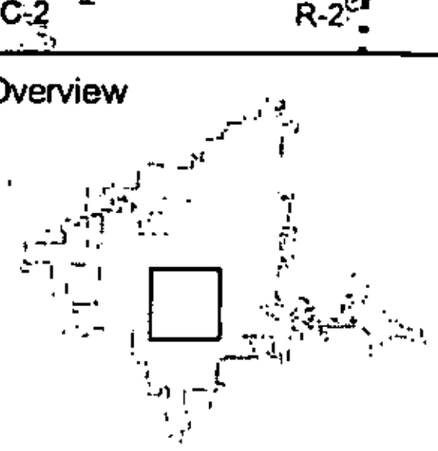
LSP03-37.00

One Mile View

SCOTT MILLER

SUBJECT PROPERTY

Overview



Legend

Subject Property

LSP03-37.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

YES AGENDA REQUEST

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Don Hancock	Com Res & Code Com	Com Plan & Engr Services
Name	Division	Department

ACTION REQUIRED: Public Hearing and Resolution to order the Raze and Removal of the dilapidated structure located at 205 S. West Ave, Fayetteville, AR 72701

SUMMARY EXPLANATION:
See attached Memo

STAFF RECOMMENDATION:

Division Head — 5-6-03 Date

City Attorney — 5/13/03 Date

Department Director — 5-8-03 Date

Finance & Internal Services Dir. — 5-8-03 Date

Chief Administrative Officer — 5-8-03 Date

Mayor — Date

Received in Mayor's Office 5/8/03 Date pm

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item: **Yes** **No**

ENTERED M 5

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY MICHAEL THURMOND LOCATED AT 205 S. WEST AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS.

WHEREAS, Michael Thurmond is the record owners of the real property situated at 205 S. West Avenue, City of Fayetteville, Washington County, Arkansas, more particularly described as set forth in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Michael Thurmond, having been properly served with a Violation Notice via Certified Mail, and given thirty (30) days to correct said violation, has refused 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 Ordinance No. 3948 of 1996, Michael Thurmond is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That if Michael Thurmond does not comply with this order, the Mayor is hereby directed 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.

PASSED and **APPROVED** this 3rd day of June, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

EXHIBIT "A"

Part of Block Thirty Six (36) in the Original Plat of the Town of Fayetteville, Arkansas, described as follows, to-wit: Beginning at a point which is Sixty Two feet South of the Northeast corner of said Block, as designated on the original plat, and running thence south Forty three (43) feet; thence West to the right of way of the Pacific and Great Eastern Railroad; thence North with said right of way Forty three (43) feet; thence East to the point of beginning.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701

DEPARTMENTAL CORRESPONDENCE

DATE: May 5, 2003

TO: Mayor and Council

THRU: Yolanda Fields, CRCC Director

THRU: Tim Conklin, CP&E Director

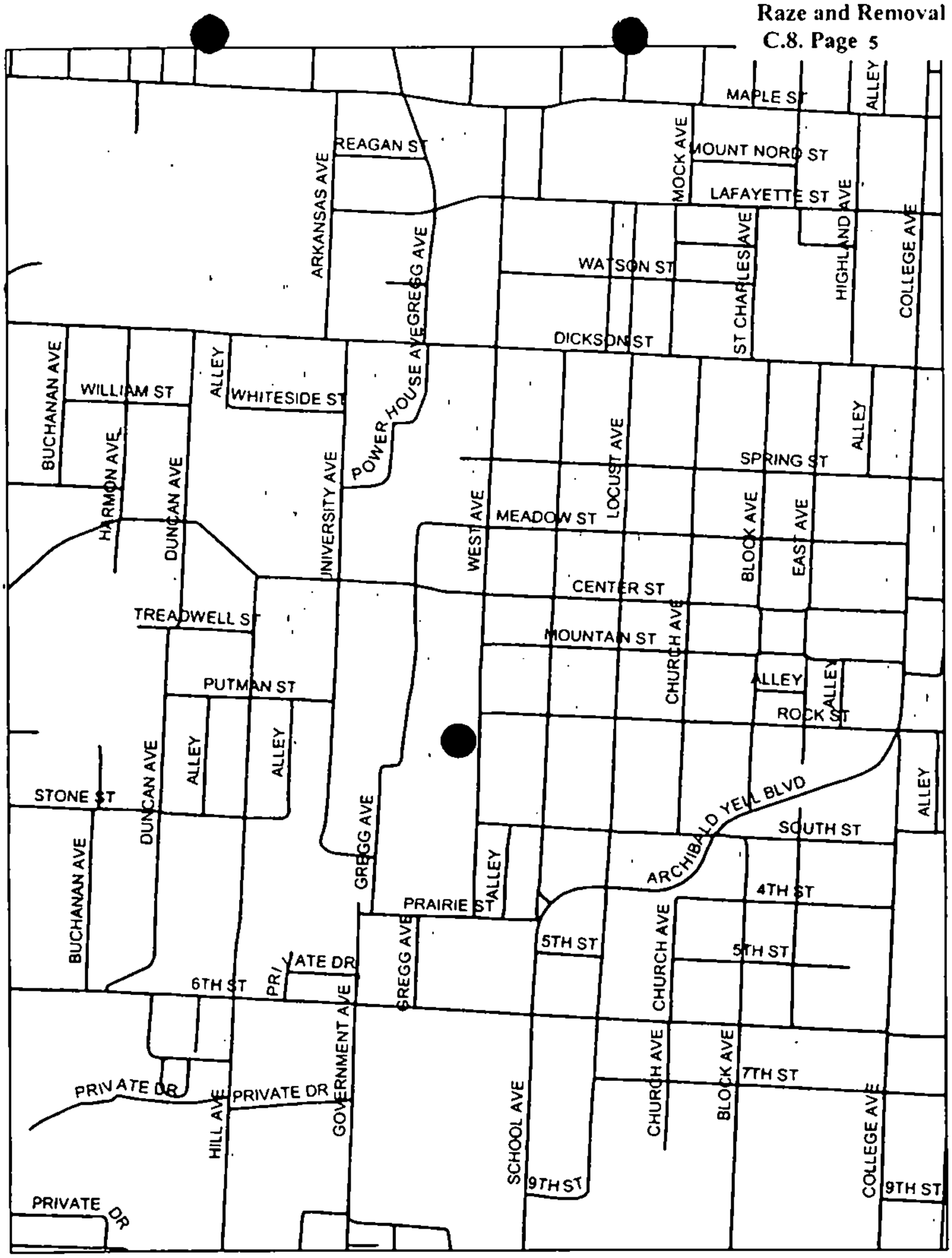
FROM: Don Hancock
Code Compliance Project Coordinator

SUBJECT: Raze & Removal Resolution

Background
Service Request #5281, Case#1246: Code Compliance received a complaint about the unsafe and unsightly building on the property owned by Michael Thurmond of Fayetteville. The structure is a single family dwelling located on the property at 205 S. West Ave. An Unsafe Building violation notice was sent to the owners on February 13, 2003. Michael Thurmond the owner signed for the notice on February 28, 2003. By ordinance the owner was given until March 31, 2003 to acquire a permit and make repairs or to demolish and remove the building.

Current Status
Based on an inspection conducted by the Fire Marshall and Code Compliance the building is unsightly, unsafe, and dilapidated. The building does not meet the City Ordinances. There is not a current building permit for this address. The owner has begun disassembling the structure by hand. The owner was notified by certified mail on April 28, 2003 of a public hearing to be held on June 3, or June 17, 2003 to consider the Raze and Removal of the structure.

Recommendation
The staff recommends a resolution to order the Raze & Removal of the structure.

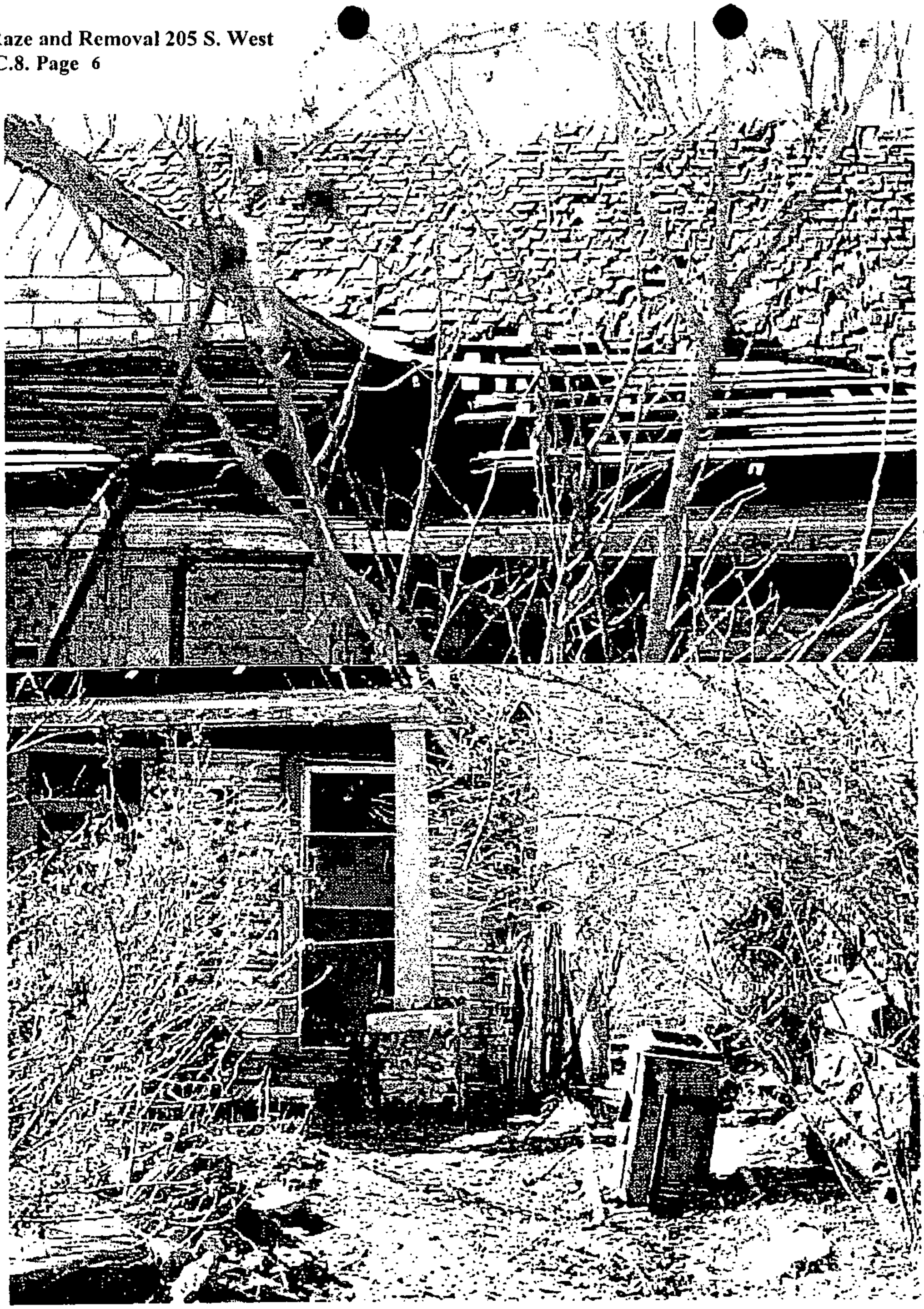


Code Compliance Program
Raze & Removal
205 S. West Ave.

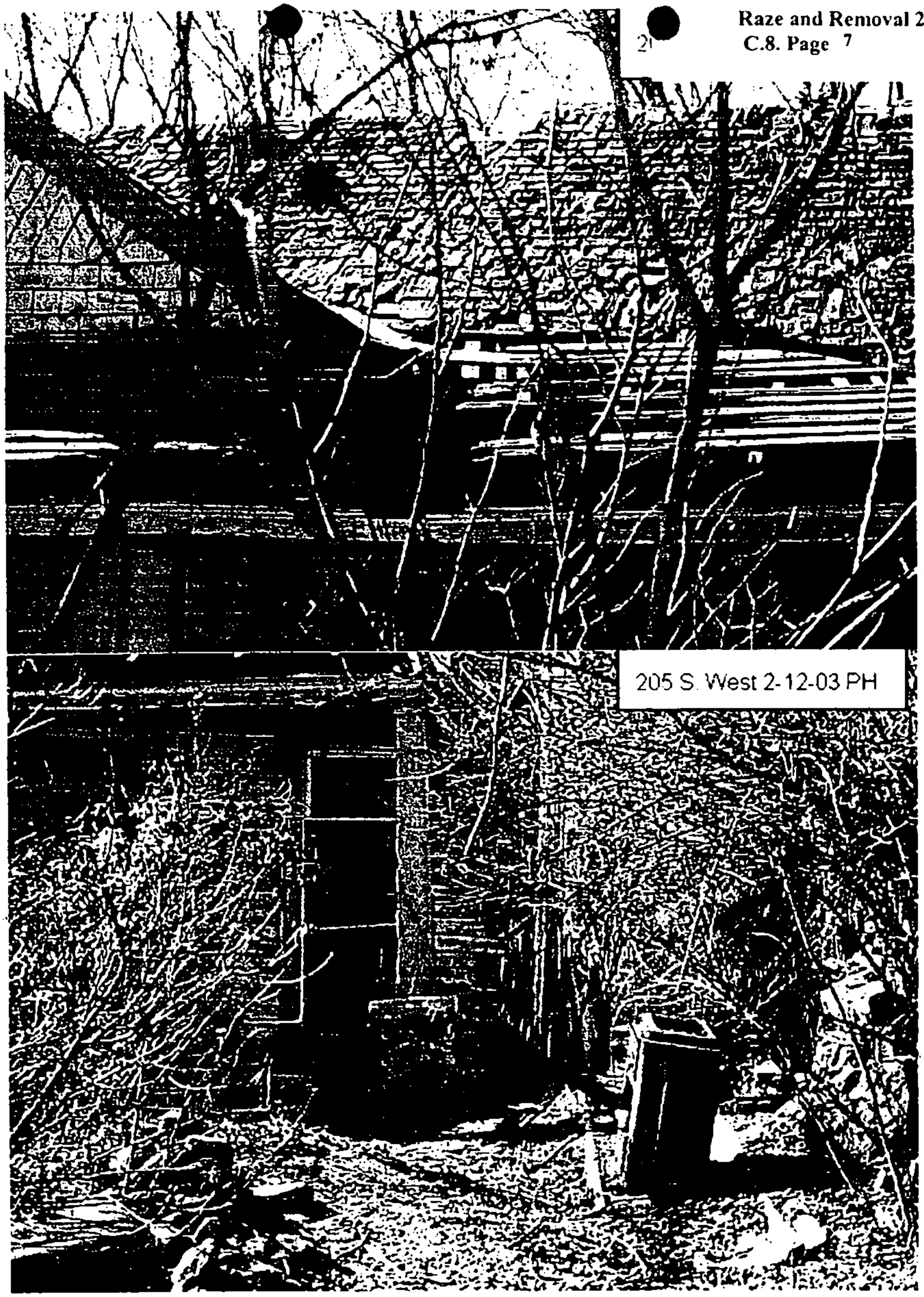
N

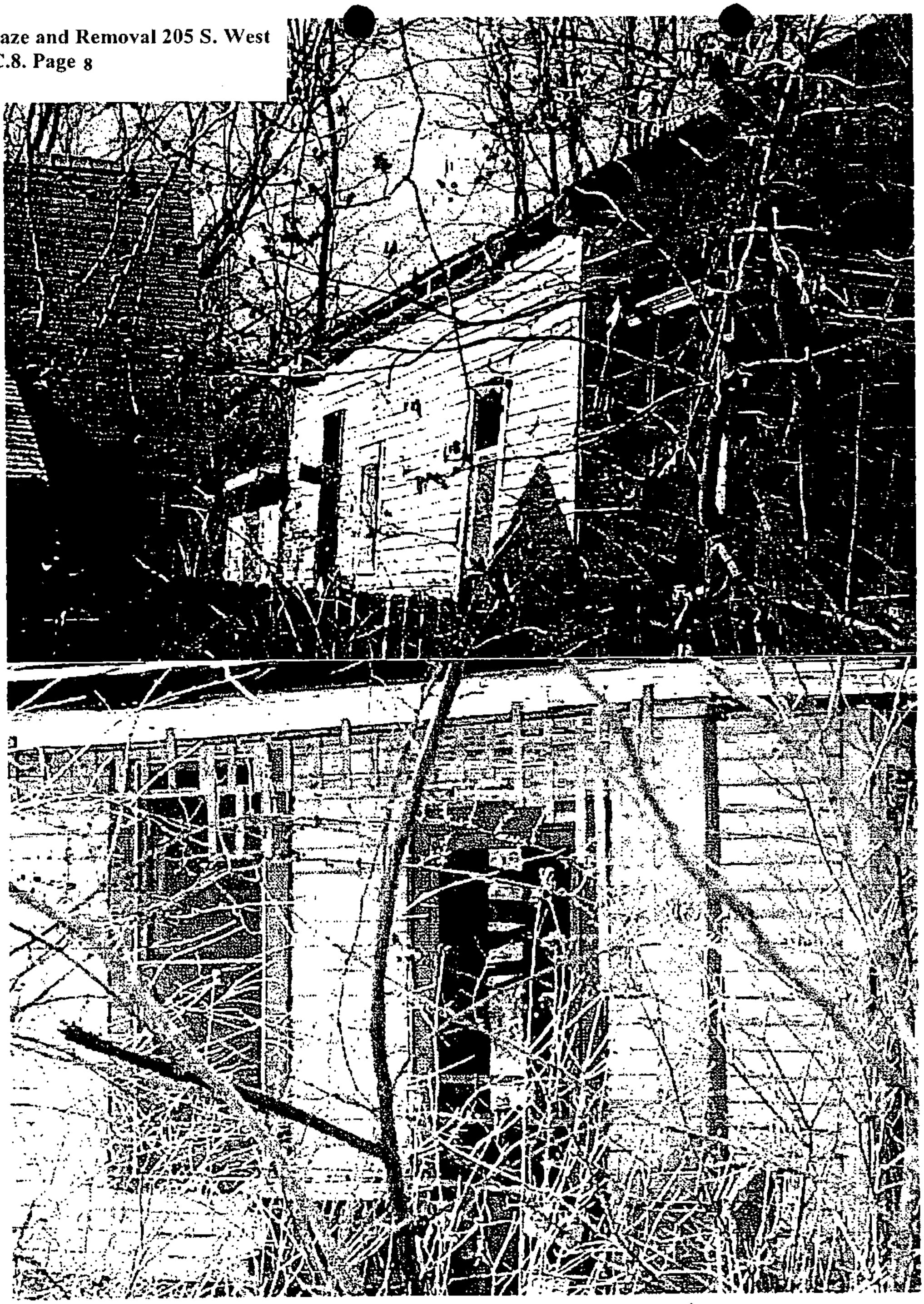
"Helping to Build a Better Community"
Code Compliance Program

City of Fayetteville



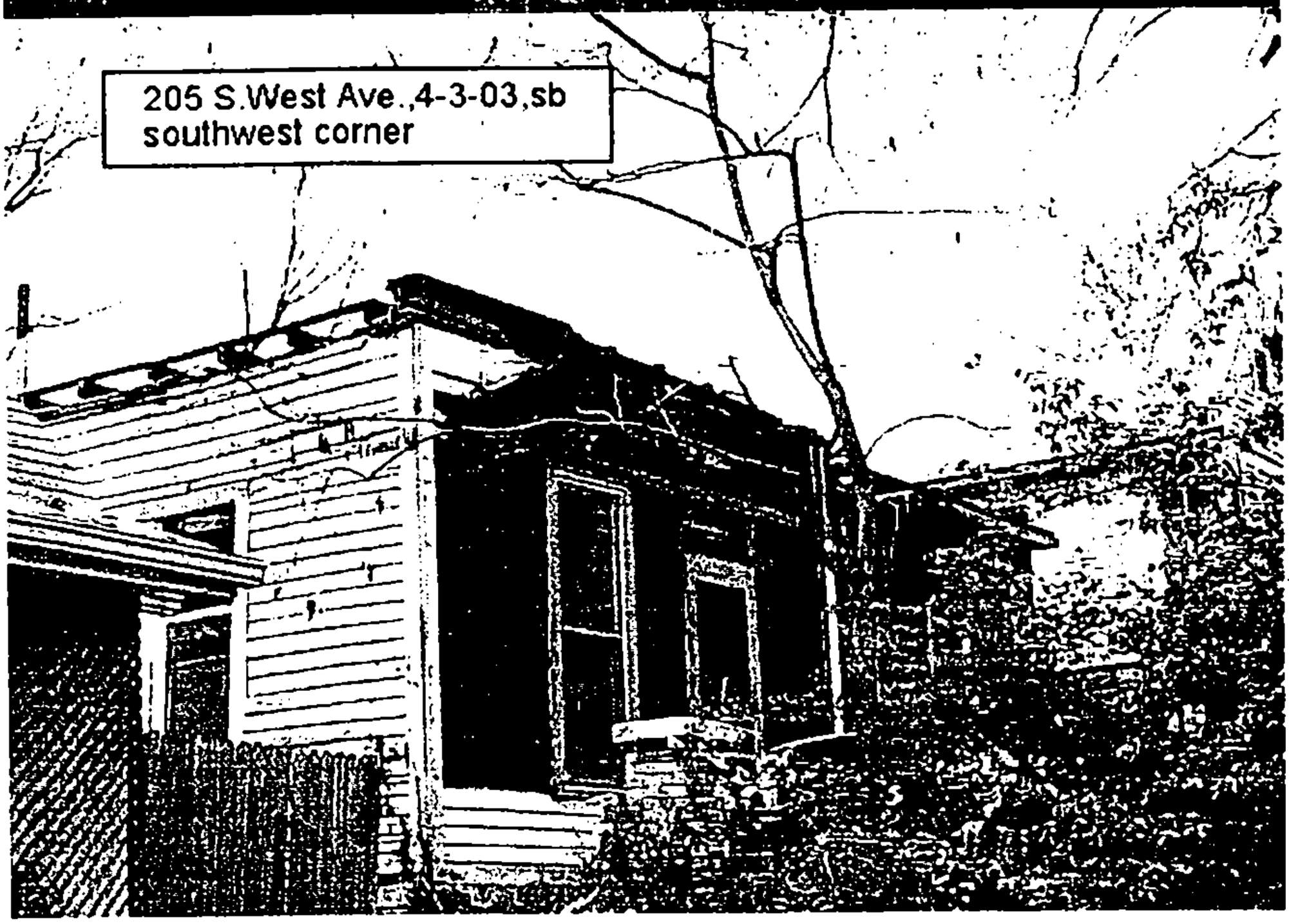
205 S. West 2-11-03

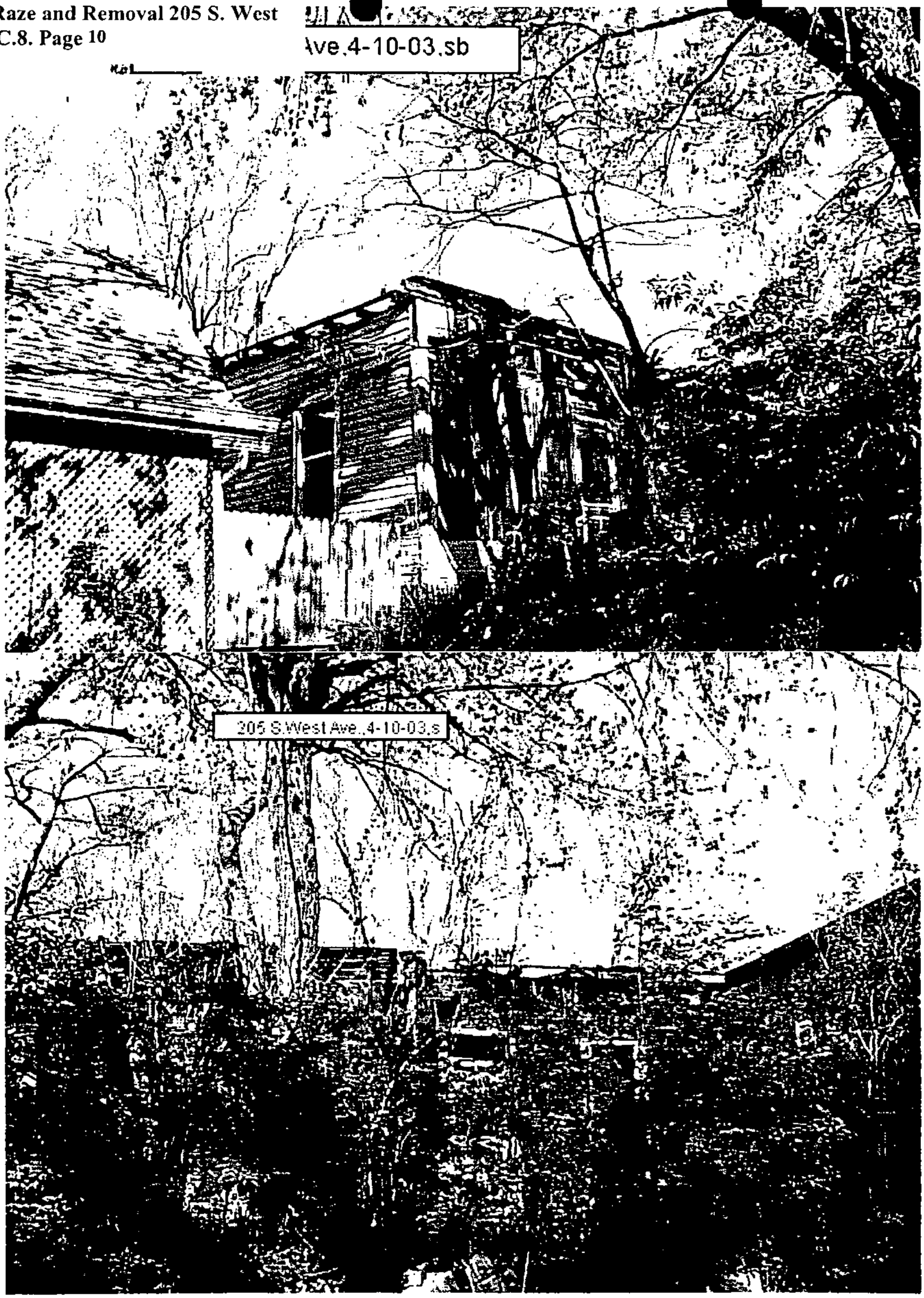

205 S. West 2-12-03 PH



205 S. West 2-11-03

205 S.West Ave.,4-3-03,sb
southeast corner of house


205 S.West Ave.,4-3-03,sb
southwest corner


Ave.4-10-03.sb
205 S.West Ave..4-10-03.s

City of Fayetteville, Arkansas
Community Code Enforcement
113 West Mountain Street
Fayetteville, Arkansas 72701
Fax 479- 444-3445

HELPING TO BUILD A BETTER COMMUNITY

February 13, 2003

CASE NO 1246

Owner: Michael Thurmond
114 S. School Street
Fayetteville, AR 72701

RE: Property @ 205 S. West Ave., Fayetteville, AR
WC Parcel# 765-02034-000

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. Please feel free to call our office at (479) 575-8232 for clarification of this notice or advice on how to correct the problem.

Suspected Violation That Needs Correction:
§ 173.08 Unsafe Buildings. No persons, 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.

How This Violation Can Be Voluntarily Corrected:
Please obtain a building permit and make repairs as required or demolish the building and remove all debris from the lot.

Potential Penalties if not corrected within thirty (30) days from the service of this Notice include: Condemnation.

Appeal: If you disagree with our conclusion that your property contains a violation of the ordinance listed above, you have a right to file an appeal with the City Council.

Sincerely,

Sue Butler
Code Compliance Officer

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

2/13/03

7001 1940 0001 4913 3915

Sent To: Michael Thurmond
Street, Apt. No.; or PO Box No.: 114 S School St
City, State, ZIP+4: FYV 72701

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

MICHAEL THURMOND
114 S. School St.
Fayetteville, AR
72701

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Michael Thurmond C. Date of Delivery 2-28-03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FAYETTEVILLE AR OFFICE 72701-9998 FEB 28 2003 USPS

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7001 1940 0001 4913 3915

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

SR 5281 CR 1246

FAYETTEVILLE

City of Fayetteville
Code Compliance Section
113 West Mountain Street
Fayetteville, AR 72701

Helping to build a better Community

FAYETTEVILLE

April 21, 2003

Michael Thurmond
114 S. School Ave
Fayetteville, AR 72701

RE: Enforcement of Ordinance3948
Arkansas Code Ann. § 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to Ordinance 3948 of the City of Fayetteville, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at 205 S West Ave, Fayetteville, AR 72701 should be Razed and Removed. You are free to appear at this hearing to present any evidence or statements. Please call and inform me if you plan to appear at the public hearing. If you need additional information concerning this process, please call or if you have information that we are not aware of please call the Code Compliance Office (479-575-8270.

The hearing will be part of a regular City Council meeting – probably on June 3, 2003 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. It is possible that this hearing may be conducted at a later meeting such as June 17, 2003 or thereafter. 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 (575-8323) for information confirming the date of the public hearing. If you need additional information concerning this process please call the Code Compliance Office (575-8270).

Sincerely,

Don Hancock
Code Compliance
Project Coordinator

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 1940 0001 4906 0679

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Michael Thurmond
Street, Apt. No.; or PO Box No.:
City, State, ZIP+ 4:

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

Michael Thurmond
114 S School Ave
Fayetteville AR 72701

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7001 1940 0001 4906 0679

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

WARRANTY DEED

With Relinquishment of Dower and Curtesy

FILED FOR RECORD
'96 JUN 12 PM 2 58
WASHINGTON CO AR
K. HARNESS

$55.00
36193

492475

KNOW ALL MEN BY THESE PRESENTS:

That Fred Williams and Verna Williams, husband and wife and Bill Williams, an unmarried person, Grantor(s), for and in consideration of the sum of One ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Michael Thurmond, a single person, Grantee(s), and unto Grantee's heirs and assigns forever, the following lands in Washington County, Arkansas, to-wit:

Part of Block Thirty Six (36) in the Original Plat of the Town of Fayetteville, Arkansas, described as follows, to-wit: Beginning at a point which is Sixty Two (62) feet South of the Northeast corner of said Block, as designated on the original plat, and running thence south Forty three (43) feet; thence West to the right of way of the Pacific and Great Eastern Railroad; thence North with said right of way Forty three (43) feet; thence East to the point of beginning.

WACO - Spell WRC.C 48 Thurmond, 96-X3519

I (or we) certify that to the best of (my/our) knowledge and belief the following is a true and correct statement of the consideration or value given or contracted to be given for the real property described in the above deed:

Grantee: Michael Thurmond

Address: 119 S. School

To have and to hold the same unto the said GRANTEE, and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

And he hereby covenants with said GRANTEE that he will forever warrant and defend the title to the said lands against all claims whatsoever.

And we, Fred Williams and Verna Williams, husband and wife, for and in consideration of the sum of money, the hereby release and relinquish unto the said GRANTEE all our rights of curtesy, dower and homestead in and to the said lands.

Witness my hand and seal as such Notary Public, this 7th day of June, 1996.

Fred Williams
FRED WILLIAMS

Verna Williams
VERNA WILLIAMS

Bill Williams
BILL WILLIAMS

96036996

ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Washington

BE IT REMEMBERED: That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Fred Williams and Verna Williams, husband and wife and Bill Williams to me well known as the Grantor(s) in the foregoing deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public, this 7th day of June, 1996.

My Commission expires:
2/22/2003

Prepared by: Prepared under the direction

Notary Public

Record **1** of **1** Last Updated 02/11/03

Parcel Number: **765-02034-000** Prev. Parcel Number: **135941-000-00** Type: **RI**
Location: **205 S WEST AVE**
Owner Name: **THURMOND, MICHAEL** Act 911
Mailing Address: **114 S. SCHOOL ST FAYETTEVILLE AR 72701**
Lot: Block: S-T-R: **16-16-30**
Addition: **FAYETTEVILLE ORIGINAL**
School District: **FAYETTEVILLE SCHOOLS** Tax District: **011**
City: **FAYETTEVILLE**
Legal: **PT BLOCK 36, 43 FT ON WEST ST**
Current Year A79 Credit Status:

Last Appraised: **2001**	**Appraised Value**	**Taxable Value**
Land	**13,600**	**2,720**
Improvement	**9,300**	**1,860**
Total	**22,900**	**4,580**

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit	A79 Status	Payment Status
2001	**4,580**	**$237.98**	**$0.00**	**$0.00**	**$0.00**	**$261.78**	**$261.78**			**PAID**
2000	**4,400**	**$231.00**	**$0.00**	**$0.00**	**$0.00**	**$231.00**	**$231.00**			**PAID**
1999	**4,400**	**$225.28**	**$0.00**	**$0.00**	**$0.00**	**$225.28**	**$225.28**			**PAID**
1998	**4,400**	**$225.72**	**$0.00**	**$0.00**	**$0.00**	**$225.72**	**$225.72**			**PAID**
1997	**4,400**	**$225.72**	**$0.00**	**$0.00**	**$0.00**	**$225.72**	**$225.72**			**PAID**
1996	**4,400**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			**PAID**
1995	**4,400**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			**PAID**

Available Tax Payment Receipt(s)

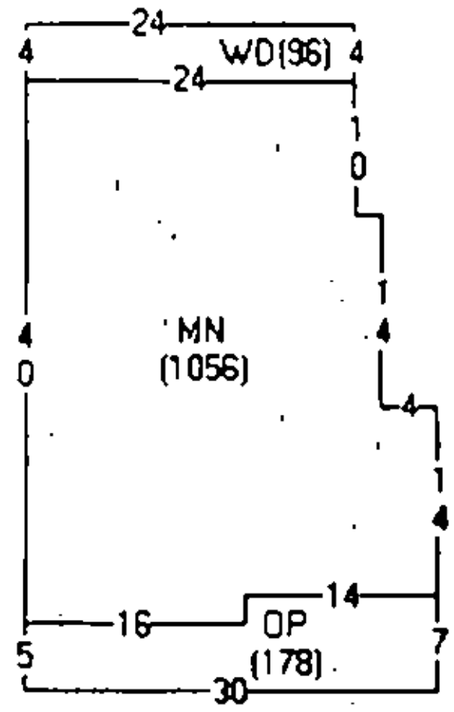
Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2001	**116211**	**11/05/02**	**$237.98**	**$0.00**	**$0.00**	**$0.00**	**$23.80**	**$261.78**
2000	**4482**	**04/23/01**	**$231.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$231.00**
1999	**3045**	**03/31/00**	**$225.28**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$225.28**

Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
6/7/1996	**96**	**36996**	**THURMOND, MICHAEL**		**WD**	**27,000**	**59.40**
KDC 96-36996 WD $59.40 (27M) SIG. DATE 6/7/93							
5/17/1996	**96**	**31001**	**WILLIAMS, FRED; WILLIAMS, BILL**		**EX**	**0**	**0.00**
ALP 96-31001 EXECUTOR'S DEED NO REVENUE JLF - 96-38549 WD RERECORDED TO SHOW GRANTOR'S MARITAL STATUS							
1/1/1985	**394**	**284**	**BELL, MARIE**		**WD**	**0**	**0.00**

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
01	SF	FS	1,056	1056	90	0

Sketch:



Next Item | Previous Item | Return to Search Results | Modify Search | New Search

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

YES AGENDA REQUEST

For the Fayetteville City Council Meeting of: June 3, 2003

FROM:

Don Hancock	Com Res & Code Com	Com Plan & Engr Services
Name	Division	Department

ACTION REQUIRED: Public Hearing and Resolution to order the Raze and Removal of the dilapidated structure located at 219 S. College Ave, Fayetteville, AR 72701

SUMMARY EXPLANATION:
See attached Memo

STAFF RECOMMENDATION:

Division Head	5-6-03 Date	**Received in Mayor's Office**	5/8/03 Date
City Attorney	5/15/03 Date		
Department Director	5-8-03 Date	Cross Reference:	
Finance & Internal Services Dir.	5-8-03 Date	Previous Ord/Res#:	
Chief Administrative Officer	5-8-03 Date	Orig. Contract Date:	
Mayor	5/9/03 Date	Orig. Contract Number:	
		New Item: **Yes** **No**	

ENTERED LMS

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY EMPEROR INVESTMENT, LLC AND LOCATED AT 219 S. COLLEGE AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS.

WHEREAS, Emperor Investment, LLC is the record owner of the real property situated at 219 S. College Avenue, City of Fayetteville, Washington County, Arkansas, more particularly described as set forth in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Edward Knight, the Registered Agent for Emperor Investment, LLC, having been properly served with a Violation Notice via Certified Mail, and given thirty (30) days to correct said violation, has refused 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 Ordinance No. 3948 of 1996, Emperor Investment, LLC is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That if Emperor Investment, LLC does not comply with this order, the Mayor is hereby directed 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.

PASSED and **APPROVED** this 3rd day of June, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"

The North Half of the South two thirds of the Northeast Quarter of Lot Numbered One (1) in Block Numbered Forty-two (42) as designated upon the original plat of the Town of Fayetteville, Arkansas, being sixty-five (65) feet front and two hundred and thirty-five (235) feet deep, in the City of Fayetteville, LESS AND EXCEPT those portions embraced in the right of way of Highway 71B, also known as Archibald Yell Boulevard.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St
Fayetteville, AR 72701

DEPARTMENTAL CORRESPONDENCE

DATE: May 5, 2003

TO: Mayor and Council

THRU: Yolanda Fields, CRCC Director

THRU: Tim Conklin, CP&E Director

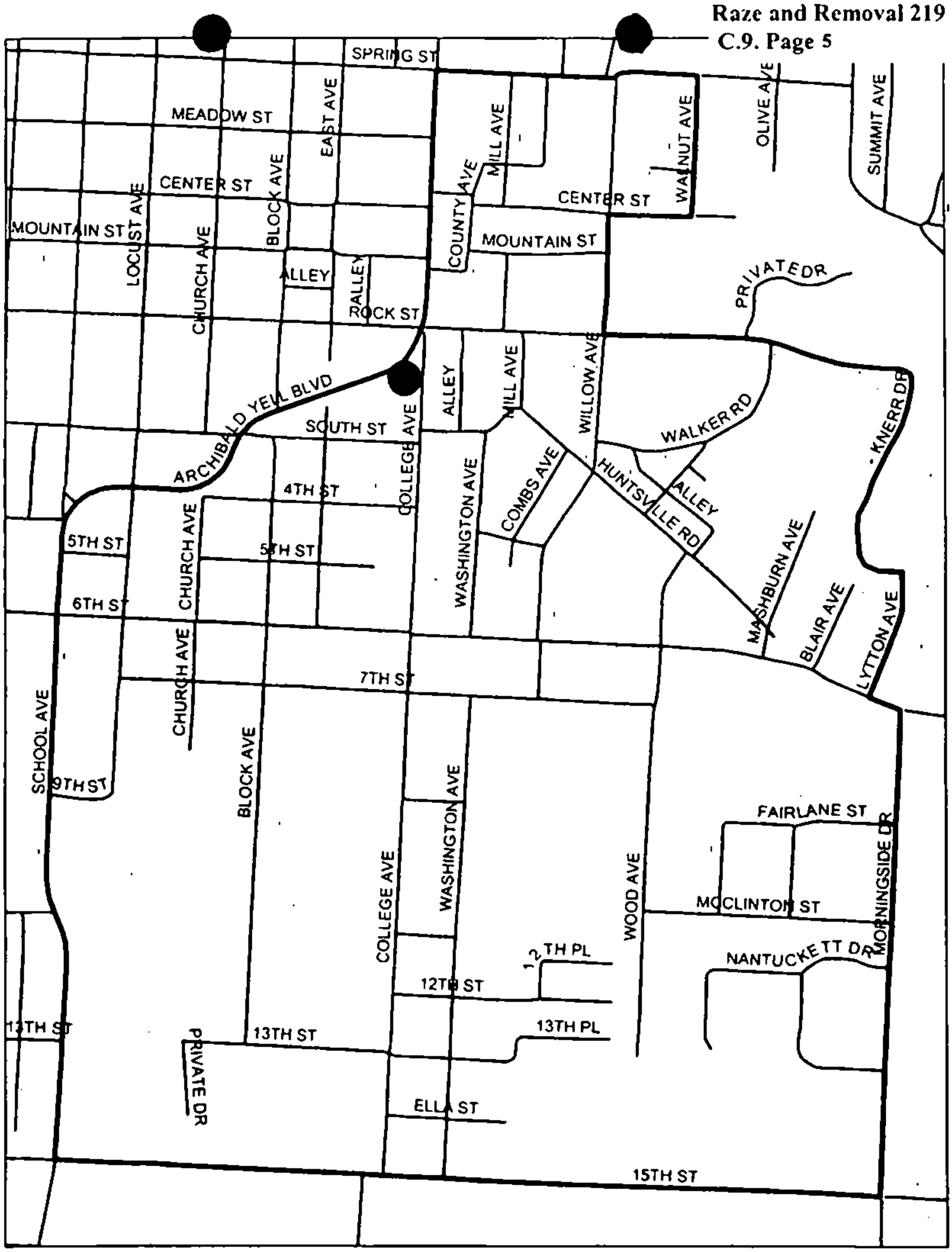
FROM: Don Hancock
Code Compliance Project Coordinator

SUBJECT: Raze & Removal Resolution

Background
Service Request #5422, Case#1261: Code Compliance received a complaint about the unsafe and unsightly building on the property owned by Emperor Investment LLC of Fayetteville. The structure is a two story dwelling located in and R-O zone on commercial property located at 219 S. College Ave. An Unsafe Building violation notice was sent to the owners on February 24, 2003. Ed Knight and agent for the owner signed for the notice on March 6, 2003. By ordinance the owner was given until April 7, 2003 to acquire a permit and make repairs or to demolish and remove the building.

Current Status
Based on an inspection conducted by the Fire Marshall and Code Compliance the building is unsightly, unsafe, and dilapidated. The building does not meet the City Ordinances. There is not a current building permit for this address. The owner was notified by certified mail on April 25, 2003 of a public hearing to be held on June 3, or June 17, 2003 to consider the Raze and Removal of the structure.

Recommendation
The staff recommends a resolution to order the Raze & Removal of the structure.



Code Compliance Program
Raze & Removal
219 S. College Ave.

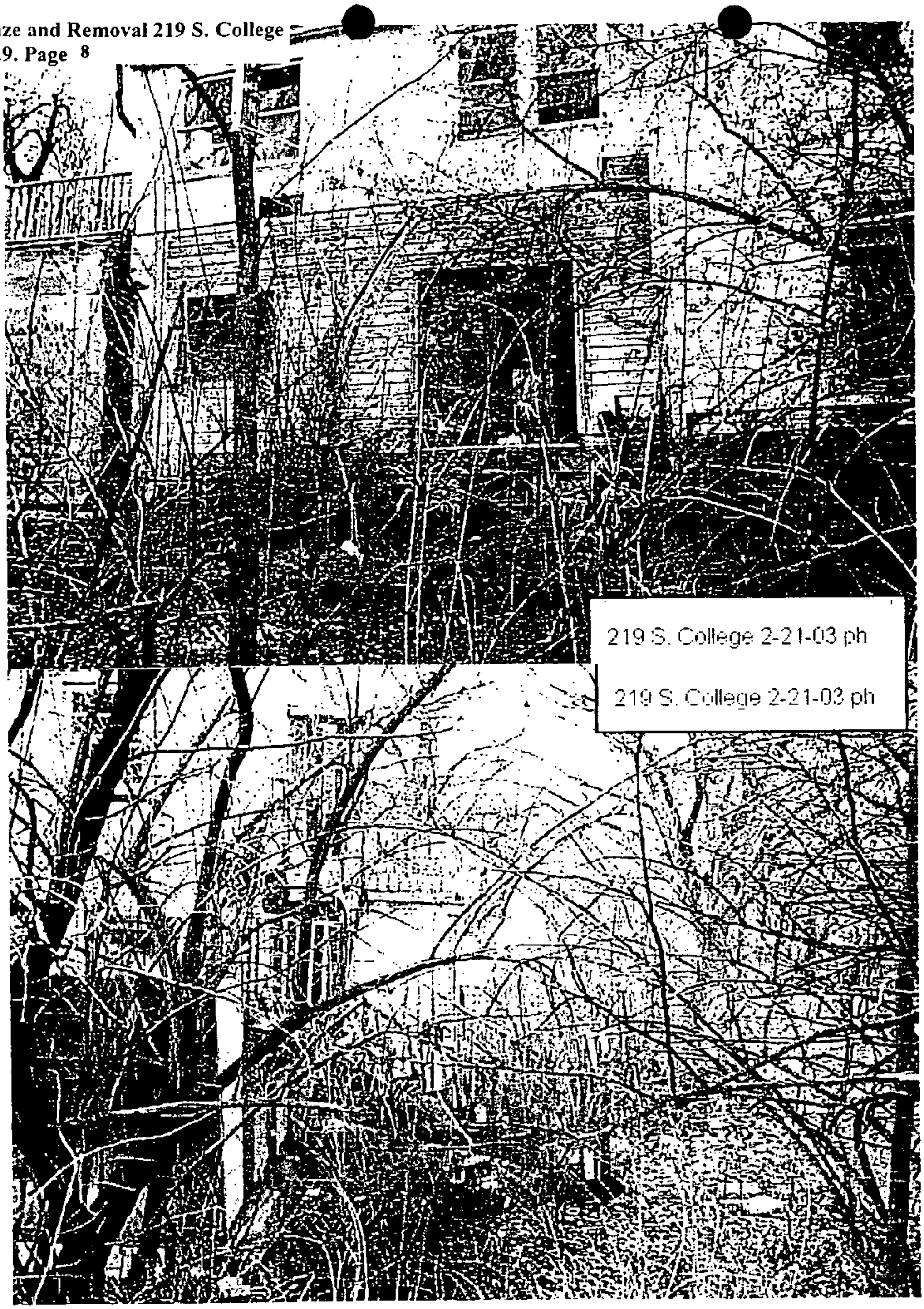
N

"Helping to Build a Better Community"
Code Compliance Program

City of Fayetteville

219 S. College 2-21-03 ph
219 S College 2-21-03 ph

219 S. College 2-21-03 ph



219 S. College 2-21-03 ph

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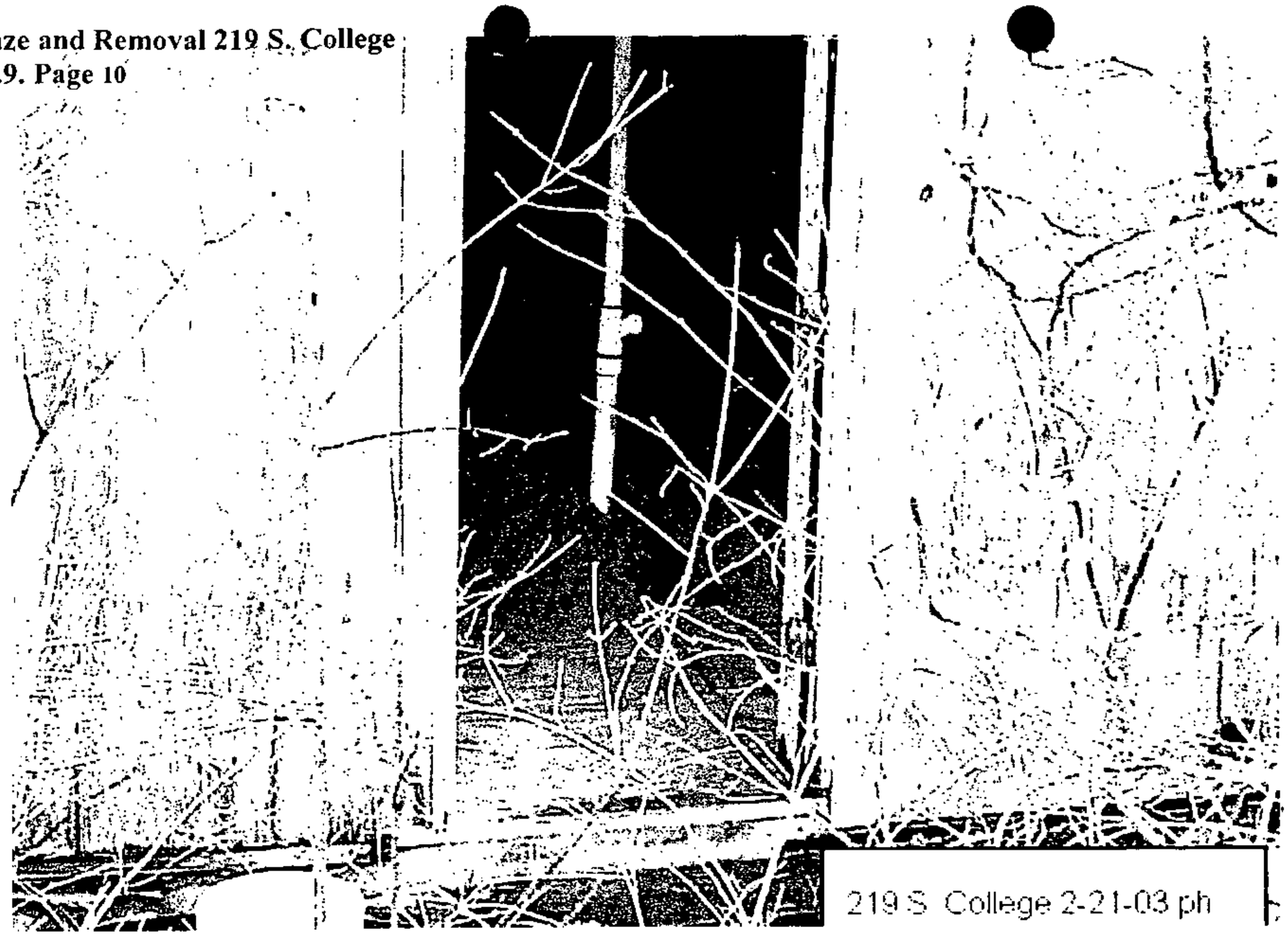
219 S College 2-21-03 ph

219 S College 2-21-03 ph



219 S College 2-21-03 ph

HELPING TO BUILD A BETTER COMMUNITY

City of Fayetteville, Arkansas
Community Code Enforcement
113 West Mountain Street
Fayetteville, Arkansas 72701
Fax 479- 444-3445

VIOLATION NOTICE

February 24, 2003

CASE NO. 01261

Owner: Emperor Investment, LLC
734 E. Lakeside Dr.
Fayetteville, AR 72701

RE: Property @ 219 S. College Ave., Fayetteville, AR
WC Parcel# 765-02123-000

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. Please feel free to call our office at (479) 575-8237 for clarification of this notice or advice on how to correct the problem.

Suspected Violation That Needs Correction:
§ 173.08 Unsafe Buildings. No persons, 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.

How This Violation Can Be Voluntarily Corrected:
Please obtain a building permit and make repairs as required or demolish the building and remove all debris from the lot.

Potential Penalties if not corrected within thirty (30) days from the service of this Notice include: Condemnation.

Appeal: If you disagree with our conclusion that your property contains a violation of the ordinance listed above, you have a right to file an appeal with the City Council.

Sincerely,

Preston Hammons
Code Compliance Officer

Corporation Name	EMPEROR INVESTMENT LLC
Filing #	100190853
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	EDWARD S. KNIGHT
Agent Address	734 EAST LAKESIDE FAYETTEVILLE, AR 72701
Date Filed	10/10/2000
Officers	ED KNIGHT, President DIANE KNIGHT, President

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 1940 0001 4913 4226

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

2.2405 ✓

Postmark Here

Sent To: Empower Investment LLC
Street, Apt. No., or PO Box No.: 734 E. Lakeside Dr.
City, State, ZIP+4: Fayetteville, AR 72701

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:
Empower Investment LLC
734 E. Lakeside Dr.
Fayetteville, AR 72701

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 3/6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7001 1940 0001 4913 4226

PS Form 3811, August 2001 Domestic Return Receipt 126 PH 102595-01-M-2509

FAYETTEVILLE

City of Fayetteville
Code Compliance Section
113 West Mountain Street
Fayetteville, AR 72701

Helping to build a better Community

FAYETTEVILLE

April 21, 2003

Emperor Investment, LLC
734 E Lakeside DR
Fayetteville, AR 72701

RE: Enforcement of Ordinance 3948
Arkansas Code Ann. § 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to Ordinance 3948 of the City of Fayetteville, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at 219 S College Ave, Fayetteville, AR 72701 should be Razed and Removed. You are free to appear at this hearing to present any evidence or statements. Please call and inform me if you plan to appear at the public hearing. If you need additional information concerning this process, please call or if you have information that we are not aware of please call the Code Compliance Office (479-575-8270.

The hearing will be part of a regular City Council meeting – probably on June 3, 2003 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. It is possible that this hearing may be conducted at a later meeting such as June 17, 2003 or thereafter. 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 (575-8323) for information confirming the date of the public hearing.

Sincerely,

Don Hancock
Code Compliance
Project Coordinator

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 1940 0001 4906 0662

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Emperor Investment
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:
Emperor Investment LLC
734 E Lakeside Dr
Fayetteville AR
72701

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery 4-25-03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FAYETTEVILLE, AR MAIN OFFICE 72701 APR 25 2003

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7001 1940 0001 4906 0662

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

Record 1 of 1 Last Updated 02/15/03

Parcel Number: **765-02123-000** Prev. Parcel Number: **136027-000-00** Type: **RI**
Location: **219 S COLLEGE AVE**
Owner Name: **EMPEROR INVESTMENT LLC**
Mailing Address: **734 E LAKESIDE DRIVE FAYETTEVILLE AR 72701**
Lot: Block: S-T-R: **16-16-30**
Addition: **FAYETTEVILLE ORIGINAL**
School District: **FAYETTEVILLE SCHOOLS** Tax District: **011**
City: **FAYETTEVILLE**
Legal: **PART LOT 1 B BLOCK 42**
Current Year A79 Credit Status: **N**

Last Appraised: **2001**	Appraised Value	Taxable Value
Land	16,800	2,028
Improvement	34,900	5,196
Total	51,700	7,224

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit	A79 Status	Payment Status
2002	7,224	$375.36	$0.00	$0.00	$0.00	$375.36	$0.00		N	
2001	6,622	$344.08	$0.00	$0.00	$0.00	$344.08	$344.08			PAID
2000	6,020	$316.05	$0.00	$0.00	$0.00	$316.05	$316.05			PAID
1999	6,020	$308.22	$0.00	$0.00	$0.00	$308.22	$308.22			PAID
1998	6,020	$308.83	$0.00	$0.00	$0.00	$308.83	$308.83			PAID
1997	6,020	$308.83	$0.00	$0.00	$0.00	$308.83	$308.83			PAID
1996	6,020	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			PAID
1995	6,020	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			PAID

Available Tax Payment Receipt(s)

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2001	206	03/12/02	$344.08	$0.00	$0.00	$0.00	$0.00	$344.08
2000	5348	10/19/01	$316.05	$0.00	$0.00	$0.00	$0.00	$316.05
1999	20684	10/26/00	$308.22	$0.00	$0.00	$0.00	$0.00	$308.22

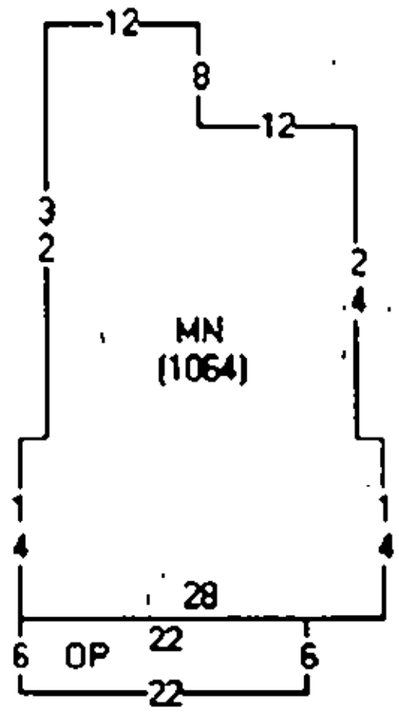
Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
3/4/2002	2002	33186	EMPEROR INVESTMENT, LLC		WD	0	0.00
	JEB 2002-33186 WD NO REV						
2/6/2002	2002	33185	EMPEROR INVESTMENT, LLC ;	NOLAN, DEBORAH	WD	32,000	105.60
	JEB 2002-33185 WD $105.60(32M)						
10/22/1996	96	66592	EVANS, MARSHALL DALE;	NOLAN, DEBORAH	CD	0	0.00
	ALP - 96-66592 COMMISSIONER'S DEED NO REVENUE						
9/21/1994	94	57743	EVANS FAMILY TRUST	% RAMONA LAMB	QC	0	0.00
1/1/1985	1110	8	EVANS, MARSHALL DALE & NOLAN,	DEBORAH	WD	0	0.00

Real Estate Parcel Information

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
01	SF	FS	1,064	1640	66	0

Sketch:



| Return to Search Results | Modify Search | New Search

Lenders Title 2246 COPY Evans

WARRANTY DEED

FILED FOR RECORD
'02 MAR 7 AM 9 19
WASHINGTON COUNTY
B. STAMPS

*See previous Deed for Revenue

KNOW ALL MEN BY THESE PRESENTS:

That we, Marshall Dale Evans and Deborah Nolan, as tenants in common,

hereinafter called Grantors, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to us in hand paid by

Emperor Investment, LLC,

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in Washington County, State of Arkansas, to-wit:

The North Half of the South two thirds of the Northeast Quarter of Lot Numbered One (1) in Block Numbered Forty-two (42) as designated upon the original plat of the Town of Fayetteville, being sixty-five (65) feet front and two hundred and thirty-five (235) feet deep, in the City of Fayetteville, LESS AND EXCEPT those portions embraced in the right of way of Highway 71B, also known as Archibald Yell Boulevard.

This is to certify under penalty of false swearing that at least the legally correct amount of document stamps has been placed on this instrument.

Grantee _____

Address _____

_____

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And we, the said Grantors, hereby covenant that we are lawfully seized of said land and premises, that the same is unencumbered, and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS our hands and seals on this 4TH day of March, 2002.

THIS INSTRUMENT PREPARED BY:
THE EVANS LAW FIRM, P.A.
P.O. Box 1986
Fayetteville, Arkansas 72702-1986

By: _____ (SEAL)
Marshall Dale Evans

By: _____ (SEAL)
Sheila Evans

By: _____ (SEAL)
Deborah Nolan (now Luster)

By: _____ (SEAL)
Michael Luster

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
County of Washington)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Marshall Dale Evans and Sheila Evans, to me well known as the GRANTORS in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 4TH day of March, 2002.

SHEILA ROACH
Washington County
My Commission Expires
July 11, 2010

_____
Notary Public

2002033186

STAFF REVIEW FORM - FINANCIAL OBLIGATION

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: JUNE 3, 2003

FROM:

Michele Bechhold	Human Resources	Finance & Internal Services
Name	Division	Department

ACTION REQUIRED: Approval of a proposal from the HayGroup to conduct the biennial wage and benefit survey and perform other consulting services related to position grading and performance management. Total project cost not to exceed $87,500 including a contingency of $9,000 for travel and other necessary project expenses. Staff also requests the approval of a budget adjustment in the amount of $69,500 and approval of a bid waiver.

COST TO CITY:

Not to exceed $87,500	$ 18,000.00	Professional Services
Cost of this request	Category/Project Budget	Program Category / Project Name
1010 1210 5314 00	$ -	Human Resources
Account Number	Funds Used to Date	Program / Project Category Name
	$ 18,000.00	General
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item X Budget Adjustment Attached

Budget Manager — 5 6 03 Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — 5/7/03 Date
Internal Auditor — 5/7/03 Date
City Attorney — 5/7/03 Date
Purchasing Manager — 5/9/03 Date

STAFF RECOMMENDATION: Staff recommends approval of the proposal and budget adjustment.

Division Head — 5-6-03 Date
Department Director — Date
Finance & Internal Services Dir. — 5-8-03 Date
Chief Administrative Officer — 5-9-03 Date
Mayor — 5/13/03 Date

Received in Mayor's Office ____ Date

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item: Yes No

ENTERED

Staff Review Form - Page 2

Description HayGroup Consulting Services Meeting Date May 20, 2003

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Needs a Bid Waiver ordinance approved by Council. OK. legal will handle.

ADA Coordinator

Internal Auditor

Grants Coordinator

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A PROPOSAL FROM THE HAYGROUP IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($87,500.00) TO CONDUCT THE BIENNIAL WAGE AND BENEFIT SURVEY AND PERFORM CONSULTING SERVICES RELATED TO POSITION GRADING AND PERFORMANCE MANAGEMENT; APPROVING A PROJECT CONTINGENCY OF NINE THOUSAND DOLLARS ($9,000.00) FOR TRAVEL AND EXPENSES; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF SIXTY-NINE THOUSAND FIVE HUNDRED DOLLARS ($69,500.00) FOR SAME.

WHEREAS, the HayGroup's position grading system, the Hay Guide Chart and Profile Methodology® form the foundation of the City's non-uniformed compensation system, and;

WHEREAS, the HayGroup is the only vendor capable of providing these systems and methodologies, and;

WHEREAS, the City Council of the City of Fayetteville, Arkansas finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical.

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 waives the requirements of formal competitive bidding and approves a proposal from the HayGroup in an amount not to exceed Eighty-Seven Thousand Five Hundred Dollars ($87,500.00) to conduct the biennial wage and benefit survey and perform consulting services related to position grading and performance management.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency of Nine Thousand Dollars ($9,000.00) for travel and expenses.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment of Sixty-Nine Thousand Five Hundred Dollars ($69,500.00) for same.

PASSED AND APPROVED this 20th day of May, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
HUMAN RESOURCES DIVISION

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8278

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer HE
Stephen Davis, Finance and Internal Services Director SD

FROM: Michele Bechhold, Human Resources Director MB

DATE: May 8, 2003

SUBJECT: **HayGroup Fee Schedule for Consulting Services**

Attached to this memo is a letter from the HayGroup indicating the fee that Staff and Hay have agreed upon for the biennial wage and benefit survey.

The cost to conduct the wage and benefit survey utilizing the City's defined survey group is $43,000. The salary survey portion will cost $18,000 and the benefits analysis $25,000.

Also attached to this memo, as an informational item, is a summary of projects that the Wage & Benefit Committee identified as issues to be addressed under the consulting contract with the HayGroup that concluded in March 2003.

Hay Group, Inc.

8350 N. Central Expressway
Suite 825
Dallas, TX 75206

May 8, 2003

HayGroup

Michele Bechhold
Director of Human Resources
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Michele,

Per our discussion this morning, Hay Group has revised the pricing for the compensation and benefit survey and analysis project. The revised pricing quote is $43,000 for the combined survey and analysis ($25,000 for the benefit portion and $18,000 for the compensation portion).

Hopefully the revised pricing will assist you in budgeting approval. I look forward to moving forward and getting started on the projects as outlined. In the meantime, please let me know if you need any further information.

Sincerely,

Jodi L. Francis

Jodi L. Francis
Consultant

Tel + 1.469.232.3800 Fax + 1.469.232.3888 www.haygroup.com

OUTCOMES REPORT
HAYGROUP CONSULTING CONTRACT

PROJECT ITEMS ORIGINALLY IDENTIFIED AND COMPLETED

- Oversight Committee completed its task and a smaller Wage & Benefit Committee was formed to provide a mechanism for two way communication between employees and senior management

- Worked with HayGroup on the Total Remuneration Recommendation that was presented to Council on November 12, 2002

- HayGroup assisted the Wage & Benefit Committee in establishing a mission statement, operating guidelines, and goals

- The Council approved the addition of one holiday, Martin Luther King Jr. Day, to the City's benefit package (The addition of one holiday was recommended by Hay in the Benefits Analysis Report.)

- A Compression Adjustment Policy was developed and approved by the Mayor. This policy provides a mechanism to minimize salary compression when the salary structure increases.

- The Merit Increase Salary Guide was updated. This chart outlines the amount of merit increase for which an employee is eligible. The goal was to more equitably distribute merit increases across the workforce and attempt to minimize the creation of salary compression issues in the future.

- A new policy was implemented to allow supervisors the discretion to grant pay increases to incumbents when the job they hold is reclassified to a higher grade.

- A Pay Structure Increase Policy was developed and approved by the Mayor. This policy outlines how compensation information and accompanying recommendations will be presented to the Council.

- An assessment of salary compression issues among the non-uniformed employees was completed. Notices were sent to supervisors to inform them of potential compression situations within their division.

PROJECT ITEMS ORIGINALLY IDENTIFIED BUT NOT COMPLETED

- Expand Police Step plan to twenty-eight years to match retirement plan and increase Longevity amounts
- Create a Fire Engineer Step and eliminate overlap between ranks on the matrix (Fire Dept currently working on this)
- Change longevity from rank based to service based
- Assess COLAs
- Explore paying a Service Bonus
- Sick Leave Donation/Sharing and Sick Incentive or Buy Back Program
- Severance Policy
- Job Description Updates
- Performance Evaluations

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
HUMAN RESOURCES DIVISION

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8278

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer
Stephen Davis, Finance and Internal Services Director

FROM: Michele Bechhold, Human Resources Director MB

DATE: May 5, 2003

SUBJECT: **HayGroup Proposal for Consulting Services**

BACKGROUND

In December of 2001, following the completion of our biennial salary survey, the Council responded to employee input and directed Staff to contract with the HayGroup to develop a new salary survey methodology and conduct an independent salary survey. An eighteen member committee called the Internal Oversight Committee was formed to work with the HayGroup to achieve this goal. The committee members represented a broad cross-section of the total City workforce – from maintenance workers and front-line customer service, to Police, Fire, supervisors and executives.

In June of 2002 the new salary survey was completed and presented to City Council. Following that presentation the Council determined that a benefits survey should be conducted so that any decisions that were made would be based on a picture of the total compensation package that the City provides. The City then contracted with HayGroup to conduct a benefits survey and provide consulting services to assist the committee in reviewing pay policies and practices. The Benefit Analysis was completed in October and the overall findings were that the City's benefit package was at or above the market median and as a total package was competitive. The Council then asked HayGroup to formulate a salary structure recommendation for the City's total remuneration for 2003. This recommendation letter was forwarded to City Council in November. The findings are summarized on the following page.

SUMMARY OF 2003 SALARY STRUCTURE ADJUSTMENTS

Employee Group	% of Increase Recommended	% of Increase Implemented
Hourly & Salaried	0	0
Executive	11	0
Firefighter	18	18
Fire Captain	11	11
Battalion Chief	9.4	9.4
Police Officer	13	13
Police Sergeant	14	14
Police Lieutenant	11	11
Police Captain	4	4

The 2003 Adopted Budget contained funding for 100% of the recommended Civil Service Police and Fire pay increases. Provisions were also made, within the Budget, to fund adjustments to correct pay compression issues among the non-uniformed employees.

CURRENT STATUS

It is now time to begin the survey process for our regularly scheduled biennial wage and benefit survey. Historically, salary surveys have been conducted in the odd-numbered years and any salary structure adjustments that were approved went into effect in the even-numbered years. Staff is seeking approval of a contract with HayGroup for this process. The survey methodology developed in 2002 and agreed upon by the Oversight Committee will be utilized and the same survey group of cities will be invited to participate. Survey results and recommendations will be available in late September.

HayGroup has proposed a combined fee of $60,000 to conduct the wage and benefit survey. Staff has rejected that number and proposed what Staff feels is a more appropriate fee. HayGroup and the City are continuing to negotiate to resolve this difference. The final agreed upon scope and fee structure will be available for distribution no later than the May 13th Agenda Session.

The goal of surveying the market is to determine what percentage amount of change to our existing compensation package, (salary and benefits), would be necessary to achieve external equity. As part of this scope of work, we are seeking approval for HayGroup to perform a job audit so that we can assess and correct any internal job grading equity issues that may exist before we go to the market.

HayGroup last conducted an audit of forty-six positions in 1998. Jodi Francis, our Hay consultant, has recommended that an audit be conducted approximately every five years. We also support conducting an audit this year due to the change in HR staff and the fact that different staff members are now grading

jobs. Hay's proposal letter is attached to this item and it provides a description of the planned process to conduct the audit. We propose to audit between fifty and sixty job descriptions.

Staff is also proposing that Hay conduct job evaluation methodology workshops for City staff to include division heads, department directors/chiefs and members of the Wage & Benefit Committee. These workshops would be the first formal training offered to this group of employees on the Hay job evaluation methodology. Our goal in offering these workshops is to increase understanding of the system, create more buy-in of the process and provide a foundation to assist us in communicating any job grading changes that may result from the audit. These workshops will offer participants a unique opportunity to learn about the system and pose questions directly to the consultants.

As a final piece of the project, we are asking Hay to facilitate a discussion with senior staff regarding performance management. Our current system and tools were implemented in 1990 and we have not thoroughly reviewed our processes since then. Our goals are to assess our current system, identify what measures, tools and processes we need to update our system, and develop a plan of implementation.

RECOMMENDATION

Staff recommends that City Council approve the proposal from HayGroup in its final negotiated form along with a contingency of $9,000 to provide for travel expenses and any other expenses necessary to complete the project. Staff also recommends approval of a budget adjustment in an amount not to exceed $86,500. The cost of the job grading workshops, job evaluation audit and the performance management project total $35,500 and were not included in the Human Resources 2003 Budget. These projects were developed after the Budget was completed. $18,000 was budgeted as an estimate to fund this year's salary survey project. This amount was budgeted several months before the City committed to conducting a complete wage and benefit survey each time we check the market.

Staff also recommends that City Council approve an ordinance authorizing a bid waiver for this project. In 1989 the HayGroup was selected as the City's compensation consultant through a professional selection process. The foundation for the City's non-uniformed compensation system is Hay's position grading system, the Hay Guide Chart and Profile Methodology®. This point factor system enables the end user to measure jobs based upon their relative contribution to the overall objectives of the organization. Since their Guide Chart Method is proprietary, no other vendor would be able to conduct instructional workshops or audit the City's application of this work measurement process.

In order to maintain continuity of our systems and work processes, Staff is also seeking to continue partnering with HayGroup for the wage and benefit survey. Through the application of Hay's grading methodology to the benchmark positions, they are able to provide the City with the most objective method to apply market data.

Staff believes that the performance management consulting piece would be most productive if we work with a consultant who already has been exposed to our culture and has an excellent understanding of our current pay practices.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Finance and Internal Services Division: Human Resources Program: Human Resources	Date Requested	Adjustment Number
2003		5/9/2003	

Project or Item Requested:	Project or Item Deleted:
$69,500 is requested in the professional services account.	$69,500 from the Salary Contingency account
Justification of this Increase:	**Justification of this Decrease:**
This item is requested to perform the biennial salary survey and other consulting services with the Hay Group.	The money in the Salary Contingency account was set aside to fund compression adjustments, however actual compression was less than expected.

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number
Professional Services	1010	1210	5314	00	69,500	

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number
Salary contingency	1010	6600	5100	01	69,500	

Approval Signatures

N Beckham 5-9-03
Requested By — Date

Barbara Fell 5/9/03
Budget Manager — Date

CAO ~~Department~~ Director — Date

Kent Davis 5-9-03
Finance and Internal Services Director — Date

Dan Coody
Mayor — Date

M:\...\Hay Group\Budget Adjustment Form Hay 2003

Budget & Research Use Only

Type: A B C (D) E

Date of Approval — Date — Initial

Posted to General Ledger — Date — Initial

Posted to Project Accounting — Date — Initial

Entered in Category Log — Date — Initial

5/9/2003 / 4:14 PM

Hay Group, Inc.

8350 N. Central Expressway
Suite 825
Dallas, TX 75206

April 29, 2003

HayGroup

Michele Bechhold
Director of Human Resources
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Michele,

As we have been discussing in recent weeks, the Hay Group would be happy to assist the City of Fayetteville with the following items:

1) Work with you to audit your current job evaluations, which would include conducting one day of workshops (up to 3 sessions) for supervisors/directors and the wage and benefit committee members regarding the job evaluation process and methodologies.
2) Conduct the bi-annual pay and benefit market analysis and policy recommendations
3) Facilitating a 2-4 hour roundtable discussion with the directors regarding your current and desired performance management programs

Below are the steps, processes and desired outcomes for each item above.

1) Position Slotting Audit and Workshop

- Hay will work with you to select a representative number of positions throughout the organization as our "benchmark" comparison group.
- The City would ensure that the representative job descriptions were up-to-date, including essential job functions, FLSA status, and current responsibilities.
- We will review the current job documentation in conjunction with the job evaluations for each position to identify any questionable evaluations. Once we have completed this review, we will meet with each Department Head to discuss the relative rankings of their positions. This step assumes that the current job documentation is up to date and provides us with all the necessary information required.
- Hay will meet the Department Heads to discuss our recommendations, depicting a cross-functional matrix with all the benchmark positions across the organization. For example:

Example Only

Grade	Department/Function Administration	Parks	Urban Development	Business/ Finance	Human Resources
15					
14					
13					
12					
11					

We list the positions in each grade to show the impact of the recommended slotting across the organization.

This review method is beneficial because it gives each Director an opportunity to see how their positions compare to others across the organization. It also allows for discussion and possible consensus regarding the slotting prior to slotting the remaining positions (creating more buy-in and less conflict throughout the organization when changes are communicated).

- After the benchmarked positions are approved, the City can slot the remaining positions. Hay can complete this process for the City; however, clients often find it cost-prohibitive to have us do this step of the process. If the City opts to complete the process, Hay will review your slotting and make recommendations if needed.
- It is recommended that the finished slotting be reviewed with the directors in the cross-functional format one more time prior to the final approval being given.
- After changes are approved, we will work with the City to develop a communication process and/or supervisor training, if needed. We can either provide direction in these endeavors or play a role in the implementation process (an active implementation role is not included in the pricing).

Workshop

- Hay will prepare a packet of information, to include the basic information regarding our job evaluation methodology, such as an explanation of the components (Know-How, Problem Solving, and Accountability), and some examples of evaluated positions to discuss and/or evaluate as a group. To increase the understanding of the City's slotting, we could use some actual positions within the City as examples.
- We would review the packet of information with you to determine if the level of information is appropriate, and would make adjustments to the packet as needed.

Outcomes Audit: Updated position slotting that incorporates any job changes, which might have affected the overall internal value of the City's positions, since your last audit. Also, the audit (including the ensuing approval process) is an opportunity to educate and obtain buy-in of your job valuations from a cross-functional management group.

Outcomes Workshop: A more thorough understanding of the job slotting process, which in turn will create more buy-in from the management staff regarding the current system and process.

2) Pay and Benefit Market Analysis

- Hay will work with the City to gather pay and benefit data (optional) from the selected comparison cities.
- Hay will compare the City's base pay practices and policies to the appropriate market groups and provide a detailed analysis regarding competitiveness. This will include recommendations regarding 2004 salary structure adjustments.
- Hay will also compare the City's benefits to two different comparitor groups within our database: Government/Non-Profit and General Industry OR benefit data collected from the specific comparitor cities. Based on these comparisons, we will provide a comprehensive report to include:

  1. Prevalence (by type of benefit) of City compared to market(s) – types of coverage, co-pay information, in-network vs. out-of network, eligibility periods, cost sharing, etc…
  2. Overall benefit analysis and recommendations
  3. Analysis and recommendations by benefit type (Healthcare, Death, Disability, Retirement, Holiday/Vacation, Perquisites – education reimbursement programs, flextime, day care, etc…

- Finally, Hay will combine salary and benefit data a total remuneration analysis and recommendations.
- As in 2002, Hay will present these findings to the City Council if desired.

Outcomes: A comprehensive report regarding the City's total remuneration competitive position as compared to the selected market, as well as recommendations to consider for 2004 and beyond.

3) Facilitate Roundtable Discussion RE: Performance Management

The roundtable discussion will assist the City to identify and discuss issues/concerns with the current performance management program and processes. In addition, it will identify gaps between the current program and the desired direction for the City in regards to managing and rewarding performance. The agenda for this meeting will include the following:

- Introduction: What is Performance Management?
- Dialogue regarding what the City wants to accomplish through the performance management programs
- Dialogue regarding the current perceptions and concerns with the current program
  - How does the current program work (process and desired outcomes)?
  - Does the current program communicate and reinforce positive performance?

- What is working? What is not working? Why? What gets in the way?

- Brainstorm with the leadership team about the keys to success – what needs to change, how it could change, "How do you get there from here?" etc…

Outcomes: Following the roundtable discussion, Hay will generate a report that will summarize the results of the meeting and our recommendations regarding the City's next steps. Hay will then meet with the leadership team to present and discuss our recommendations. Also, if the roundtable discussion and decisions warrant the need to make changes, our report will include a project plan for moving forward with revitalizing your current programs.

Your Investment

Hay's level of involvement in each project will be directed by the City's ability to internally provide the resources and time commitment necessary to complete each task. Due to this, Hay can, and will, adjust the fees if the City decides to complete the tasks, with Hay providing only review and advice services. For instance, if the City desires to complete the audit of the current position slotting, with Hay only providing guidance and advise, the fees would be adjusted down. The charges are intended to represent the maximum fees for services outlined above. The additional charges for each project are listed below:

1. ***Workshop*** - $4,000
2. ***Position Slotting Audit*** - $15,000 to $25,000 (price variance would be due to the level of Hay's involvement in completion of position slotting and/or our involvement in the supervisor training/education)
3. ***Pay and Benefits Analysis*** –
   - ***Pay Analysis*** - $25,000
   - ***Benefit Analysis*** - $30,000 (if utilizing Hay database) to $35,000 (collecting and analyzing the specific comparitor group data)
   - ***Facilitate Roundtable Discussion*** (including follow-up report and presentation) - $6,500

Consulting fees are based on our best estimate of the time, value, and consultant level required to deliver quality results as defined in our proposal. These fee estimates include an administrative fee, which is a percentage of direct consulting fees. This administrative fee covers indirect project expenses such as routine photocopying, faxing, telephone (including long distance and cellular), postage, and computer usage (e.g., Internet access). Note that this administrative fee has been included in our quote.

All out-of-pocket or project-related direct expenses such as consultant travel, meals, lodging, and support services such as report preparation and word processing, graphics, production, transcription, survey purchases, clerical overtime due to client requirements, express mail, etc. are charged additionally. Similar to our current agreement, travel expenses will not exceed $500 per trip (per consultant and based on flying into Tulsa and driving the remaining distance to Fayetteville) and other, non-travel-related expenses, will not exceed $500 per project outlined above.

Should the scope of the project be reduced or expanded, we will discuss this with you in advance and modify the project fees in writing accordingly. If at any time during the course of the assignment you find it necessary to terminate our services, you may do so by making this request in writing.

Michele, I believe we have answered all of the outstanding questions we discussed. However, if you have any questions or would like more information, please call me and we can discuss these items in more detail.

It continues to be a pleasure working with the City of Fayetteville as you continue to discuss and enhance your Human Resources policies and programs. I look forward to being able to assist you even further with these other exciting opportunities to create more concise, effective programs.

Sincerely,

Jodi L. Francis

Jodi L. Francis
Consultant
SW Regional Office – Hay Group

Milholland Company
Engineering & Surveying
Melvin L. Milholland, PE, PLS

RECEIVED
MAY 07 2003
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

REGISTRATIONS:
PE: AR, MO
PLS: AR

May 7, 2003

Project No. E-621

FAYETTEVILLE
113 West Mountain Street
Fayetteville, Arkansas 72701

ATTN: City Council Members

RE: Appeal for Determination of Condition of Approval, LSD 03-10.00
Campus Properties, Stone Street Complex

Dear City Council Members:

Milholland Company (MCO) on behalf of our client, Campus Properties, this **Appeal** is made.

This appeal is for a determination that Campus Properties will not be required to bury (place underground) an existing overhead 12Kv electrical system at its proposed development along Stone Street.

The Unified Development Ordinance clearly states: *Section §166.13 Underground Utility Wires, Part B Exemptions, Subpart 2. Existing lines of 12 Kv and above* (attachment). The attached letter from Southwestern Electric Power, dated May 2, 2003, signed by Glenn Newman, clearly states: *The AEP/SWEPCO line along Stone Street, between Lewis and Cross Avenue, is a 12.5 Kv overhead system*.

From the above information, there should be no question in a determination that the overhead electrical wiring along Stone Street fronting the proposed development is not required to be placed underground by our client, Campus Properties.

Inadvertently, at Tech Plat review, it was stated that 8.0Kv lines existed at this location. Since that review, AEP/SWEPCO has verified that the overhead system is in fact 2Kv but was unable prior to the Planning Commission meet on April 28th to provide definitive confirmation (letter dated May 2nd. referenced above) documenting the 12 Kv overhead system. It is the reason for confusion and inability of City Staff and Planning Commissioners to act favorably in this matter.

205 West Center Street; Fayetteville, Arkansas 72701; Phone: (479) 443-4724; Fax: (479) 443-4707; E-mail: MCOengr@swbell.net

Milholland Company
Engineering & Surveying
Melvin L. Milholland, PE, PLS

REGISTRATIONS:
PE: AR, MO
PLS: AR

Because a 12Kv overhead system does exist, the waiver request made at the Planning Commission meeting was not necessary. Campus Properties anticipates and awaits the City Council's favorable determination.

Should there be the need for additional input file information regarding this situation, do not hesitate in contacting MCO or Campus Properties 957-7332 (Marc Crandall) or 443-2635 (Jeff Collins).

Respectfully Submitted,
Milholland Company

Thomas M. Jefcoat, ASLA
Projects Manager

Campus Properties

Marc Crandall / Jeff Collins

cc: Campus Properties
Dawn Warrick, City Planning Division
Glen Newman, SWEPCO

attachments: four

205 West Center Street; Fayetteville, Arkansas 72701; Phone: (479) 443-4724; Fax: (479) 443-4707; E-mail: MCOengr@swbell.net

ing lots for six or more cars accessory to any use) and between any commercial or industrial use and adjacent R-2, R-3, or R-O zones.

(3) Vegetation having a minimum height of one foot, six inches at the time of planting and occupying a minimum of ten percent of the open area at the time of planting shall be required (i) on each side abutting a street or required off-street parking areas for six or more cars, where said areas are in or adjacent to R zones, and (ii) in, or adjacent to, R zones where the planning commission has granted a variance from the screening requirements described in (1) and (2) above.

(4) Required building setbacks may be reduced in accordance with the following table where vegetation having a minimum height of one foot six inches at the time of planting and occupying ten percent of the open area is installed and no off-street parking is provided in the remaining front yard.

C-1, C-2 and I-1 zones	From 50 feet to 25 feet
R-O zone	From 30 feet to 25 feet
I-2 zone	From 100 feet to 60 feet

(5) Vegetation installed under the provisions of this section shall be continuously maintained to conform to the requirements of this section.

(6) At the expense of the owner of the property, all storage units and storage yards for ministorage created under use unit 21 shall be required to be screened by view obscuring vegetation when the storage yards or the storage units have common property lines with any residential use or zone and when they have frontage on any public street. Vegetation used for screening purposes shall be planted at a density sufficient to become view obscuring within two years from the date of planting and it shall be the responsibility of the property owner to maintain the screening throughout the life of the use of the property as ministorage.

(Code 1991, § 160.124; Ord. No. 4100, § 2(Exh. A), 6-16-98)

Sec. 166.11. Conformance to plans and regulations.

(A) *Conform to plans and regulations.* The subdivision shall conform to the official plans and regulations that make up the comprehensive plan including the land use plan, the street plan, access control, setback ordinances, the community facilities plan and Zoning, chapters 160 through 164.

(B) *Reserve sites for public use.*

(1) For a period of six months after submitting an application for approval of a preliminary plat with the planning commission, the planning commission may require the subdivider to reserve sites for public use that are indicated within the boundaries of the proposed subdivision which are indicated on an officially adopted plan, to permit the public board, commission or body having jurisdiction or financial responsibility the opportunity to acquire said sites.

(2) The subdivider at his option may provide such areas or may be required to make them available for acquisition by the city under statutory procedure. All such areas shall be maintained at the expense of the city or other body which may be involved.

(C) *Future acquisition.* The planning commission may require the subdivider to establish building lines to allow for future acquisition of right-of-way for arterial streets.

(Code 1965, App. C, Art. IV, § B; Ord. No. 1750, 7-6-70; Code 1991, § 159.47; Ord. No. 4100, § 2(Exh. A), 6-16-98)

Sec. 166.12. Structures not allowed over public easements.

No portion of any structure shall be built over any public utility easement.

(Code 1965, App. A, Art. 8(10.1); Ord. No 1747, 6-29-70; Ord. No. 3073, 3-19-86; Code 1991, § 160.119; Ord. No. 4100, § 2(Exh. A), 6-16-98)

Sec. 166.13. Underground utility wires.

(A) In the new residential developments requiring planning commission approval and new commercial developments all utility wires, lines, and/or cables in said developments utilized by electric and/or telecommunications companies shall be placed underground.

(B) Exemptions. The following shall be exempt from the requirements of this section:

(1) Overhead wires, supporting structures, and associated structures of a temporary nature which provide temporary service. A permit

obtained from the city planner for said temporary service, addressing the nature and duration of said service, shall be required.

(2) Existing lines of 12 Kv and above.

(3) A single power pole near the exterior boundary of a development shall be allowed to provide connections for underground service.

(Ord. No. 4100, § 2(Exh. A), 6-16-98; Ord. No. 4169, § 1, 6-15-99)

Sec. 166.14. Site development standards and construction and appearance design standards for commercial structures.

(A) *Purposes.*

(1) To protect and enhance Fayetteville's appearance, identity, and natural and economic vitality.

(2) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, and drainage.

(3) To protect and preserve the scenic resources distributed throughout the city, which have contributed greatly to its economic development, by attracting tourists, permanent and part-time residents, new industries, and cultural facilities.

(4) To preserve the quality of life and integrate the different zones and uses in a compatible manner.

(5) To address the issues of traffic, safety and crime prevention.

(6) To preserve property values of surrounding property.

(7) To provide good civic design and arrangement.

(B) *Zoning districts.* The standards set forth herein shall apply in the following zoning districts, except as noted:

(1) R-O Residential Office

(2) C-1 Neighborhood Commercial

(3) C-2 Thoroughfare Commercial

(4) C-3 Central Commercial

(5) C-4 Downtown

(6) I-1 Heavy Commercial and Light Industrial

(7) I-2 General Industrial

(8) P-1 Institutional

(9) E-1 Extraction

(10) Any other zoning district when commercial, office, institutional and industrial uses are allowed as a conditional use.

(C) *Site development standards.* The following site development standards shall apply when either new development or expansion of 25% of the existing building square footage occurs.

(1) Landscaping. Landscaping is required as follows:

(a) Landscaping general provisions.

1. Landscaping shall be provided which is sufficient to provide soil stability and suitable drainage.

2. Trees, shrubs, ground cover and grass shall be the primary source of landscaping and shall be placed and/or retained in such a manner as to reduce runoff.

3. The current property owner shall properly maintain all landscaping and shall replace any landscaping that dies or is damaged.

4. Native vegetation should be used when possible in order to minimize watering.

5. Landscaping should attempt to incorporate existing on-site trees and shrubbery.

6. Providing outdoor spaces and places for people to gather is encouraged.

(b) Landscaping along front property lines.

1. Landscaped area required. A 15-foot wide landscaped area shall be provided along the front property line exclusive of right-of-way. Entrance drives, exit drives and sidewalks are allowed to cross the 15-foot landscaped area provided the integrity of the landscaped area is maintained. Residential uses and zoning districts C-3 and C-4 shall be exempt from this requirement.

2. Variance. The width of the landscaped area may be reduced in front parking lots when the parking lot setback reduction option is used pursuant to § 172.01.

LSD 03-10.00
C.6. Pages

Southwestern Electric Power Company
P.O. Box 1328
Fayetteville, AR 72702-1328
www.aep.com

SOUTHWESTERN ELECTRIC POWER

May 2, 2003

Milholland Company
Mr. Tom Jefcoat
205 West Center Street
Fayetteville, AR 72701

RE: Stone Street Complex

Dear Tom:

The AEP/SWEPCO line along Stone Street, between Lewis and Cross Avenue, is a 12.5KV overhead system.

The existing facilities are served by 7.2KV voltage from the above system.

AEP/SWEPCO plans are to serve your client's proposed 78-unit apartment complex with underground 7.2KV service. Please provide AEP/SWEPCO with a copy of the current approved Plat indicating easement and building location changes since reviewed at Tech Plat for us to design our service.

As previously stated, to place the existing system underground, the Developer would be faced with considerable expense as well as the four (4) existing AEP/SWEPCO customer's to convert service to underground.

If you have any questions or need additional information, do not hesitate to contact me at 479-973-2305.

Respectfully,

Glenn Newman
AEP/SWEPCO
101 Township RD.
Fayetteville, AR 72703

Milholland Company
Engineering & Surveying
Melvin L. Milholland, PE, PLS

REGISTRATIONS:
PE: AR, OK, MO
PLS: AR, OK

May 2, 2002

Project No. E-621

FAYETTEVILLE
125 West Mountain Street
Fayetteville, Arkansas 72701

ATTN: Dawn Warrick, Planning Division
RE: Campus Properties, Stone Street Complex, LSD 03-10.00

Dear Dawn:

Attached is correspondence received this day from SWEPCO stating that the overhead system along Stone Street fronting the reference project is a 12.5KV system. The delay in receiving this information prior to the Planning Commission meeting of April 28th was, Mr. Newman had been in a training seminar through yesterday.

It is my understanding from discussion with you a short while earlier, this day, that since compliance of the ordinance is satisfied, a waiver request is not needed. And, that by meeting the Planning Commission's stipulation of compliance with the ordinance, no appeal to the City Council is necessary. Therefore, the Stone Street Complex is approved for development with Campus Properties acceptance of the Condition to construct improvements on Lewis Avenue.

You will provide confirmation of this understanding on Monday or provide instructions as to how to proceed to obtain final approval.

MCO and Campus Properties appreciates your assistance and cooperation is reaching a conclusion to this matter. I will look forward to hearing from you on Monday and to submitting drawings for construction, building permit, of this project.

Sincerely,
Milholland Company

Thomas M. Jefcoat, ASLA
Projects Manager

cc: Campus Properties
Glen Newman, SWEPCO

205 West Center Street; Fayetteville, Arkansas 72701; Phone: (479) 443-4724; Fax: (479) 443-4707; E-mail: MCOengr@swbell.net

Milholland Company
Engineering & Surveying
Melvin L. Milholland, PE, PLS

REGISTRATIONS:
PE: AR, OK, MO
PLS: AR, OK

April 24, 2003

Project No. E-621

FAYETTEVILLE
125 West Mountain Street
Fayetteville, Arkansas 72701

ATTN: Sara Edwards, Planning Division
RE: Stone Street Complex, LSD 03-10.00

Dear Sara:

In response to your request for additional information in support of our Client's request for waiver in placing overhead utility services underground for presenting to the Planning Commissioners, the following is provided.

You ask if the request was for reason of hardship. While that is not necessarily a reason, the additional expense certainly may cause the project to become unfeasible. And, it is my impression from conversation with SWEPCO, Cox Communication, and SBC that the placement of their services underground, given the complexity of anticipated complications, will become very expensive. It is also my impression that very expensive means an expenditure (cost) that could exceed $100,000.00, far more than development of this project can economically afford.

I felt that at Tech Plat review, the utility companies had expressed their opinion decisively (placed on record) in opposition to placing their primary services underground at this location. Each of the utility companies stated firmly that the relocation process would be complicated. While not received at this date, each utility company stated that they would supply their written aversion to placing their primary services underground but **would place all supply services within the project complex underground.**

Glen Newman with SWEPCO, as comprehended at Tech Plat review by MCO and from follow up conversation with SWEPCO personnel:

- Line to Line voltage is 12kv, single phase
- Line to Ground voltage is 7.2kw (service to user)
- At lease three existing pole transformers on and off site will have to be converted
- All existing customers to the west (three residences) would typically have to convert at a minimum cost of approximately $2,000 to each
- That services to Lewis Plaza, Fayetteville Public Housing, would also be effected, and that service feed was from poles near the middle of the project's Stone St. boundary, rerouting would be necessary

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REGISTRATIONS:
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- That the connecting or branch service to/from Lewis Street was complex, and it was not sure how or if the poles at the intersection would have to remain (no official study has been made or cost estimated - in itself would involve approximately 3-4 weeks and cost to design all elements affected)
- Complication included the coordination and relocating of existing underground services

Larry Gibson with Cox Communication, as comprehended at Tech Plat review, stated there is a fiber optic line currently existing underground at this location as well as overhead cable. Larry stated that relocating of the existing overhead services to underground would likely effect the fiber optic line, resulting in the additional cost of relocation or possibly replacing it.

Sue Clouser with Southwestern Bell Telephone Co. (SBC), as comprehended at Tech Plat review, also felt that the redistribution to services, especially to Lewis Plaza, could be complex and opposed the placing of the existing overhead services to underground. The rerouting of services feed from the middle of the project boundary would become necessary.

The above objections and opinions were discussed and presented again at Subdivision review, of course the utility companies were not present.

Since your call, yesterday, requesting additional information, I have made contact with utility companies for their written input. I have not been successful in contacting Glen Newman, but have spoken with Jack Regal, and Mark Beasely in general confirmation of the above interpretation and understanding of opinion expressed by Glen. Both Mr. Regal and Mr. Beasely promised that they would inform Glen of the need to provide written support of this waiver request by Campus Properties and to determine some approximation of anticipated cost. All of SWEPCO is in a training session until May 2nd.

At this time I have not spoken directly with Larry Gibson, but have left word of the need for him to provide written support of this waiver request and to provide an approximation of anticipated cost.

I have spoken with Sue Clouser and I am supplying her the adjoining addresses with which to make her written support of this waiver request. She is also to provide an approximation of anticipated cost.

Affected property owners are:

- Kathy J. Spencer
  13500 Wheeler Heights
  Fayetteville, Arkansas 72703

205 West Center Street; Fayetteville, Arkansas 72701; Phone: (479) 443-4724; Fax: (479) 443-4707; E-mail: MCOengr@swbell.net

Milholland Company
Engineering & Surveying
Melvin L. Milholland, PE, PLS

REGISTRATIONS:
PE: AR, OK, MO
PLS: AR, OK

- Byron L. Todd
  2500 Dovie
  Springdale, Ar. 72762

- Mayron E. and Betty L. Thomason
  P.O. Box 236
  Greenland, Arkansas 72737

- City of Fayetteville, Housing Authority
  1 North School
  Fayetteville, Arkansas 72701

In addition, any underground construction activity along Stone Street will cause the loss of Trees marked T-471 and 472. These trees while in only fair condition are a 30" Post Oak and a 30" Elm, significant trees for preservation. Grading, drainage, and the placement of structures have been designed in an attempt to save these trees.

The Owners/Developers of this Project feel strongly that the development of this project meets the need in the community for affordable housing in this area, and appeal to the Planning Commissioners to approve this waiver request. Both Mr. Jeff Collins and Mr. Marc Crandall will be at the PC meeting to answer questions from the Commissioners.

Should you have any questions or require additional information from MCO, do not hesitate in contacting myself or Mel. Your assistance, cooperation, and understanding in this matter are appreciated.

Respectfully submitted,
Milholland Company

Thomas M. Jefcoat, ASLA
Projects Manager

cc: Glen Newman, SWEPCO
Larry Gibson, Cox Communications
Sue Clouser, SBC
Campus Properties

205 West Center Street; Fayetteville, Arkansas 72701; Phone: (479) 443-4724; Fax: (479) 443-4707; E-mail: MCOengr@swbell.net

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: ~~May 20, 2003~~ June 3, 2003

FROM:

Louise Schaper	Library	General Government
Name	Division	Department

ACTION REQUIRED: Approve an ordinance waiving requirements for competitive bidding of an automated conveyor, check-in and sorting system for library materials. Approve a contract with Tech Logic Corporation in the amount of $395,632 for a conveyor, check-in and sorting system to be installed in the new library at 409 W. Mountain. The project will cover the applicable use tax.

COST TO CITY:

$ 395,632.00	$ 21,786,640	New Main Library
Cost of this request	Category/Project Budget	Program Category / Project Name
4150-9150-580400 (library fund)	$ 15,857,779	New Library- Conveyor
Account Number	Funds Used to Date	Program / Project Category Name
99073-1	$ 5,928,861	Library Construction Fund
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Manager — 5-7-03 Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — 5/7/03 Date
Internal Auditor — 5/9/03 Date
City Attorney — 5/8/03 Date
Purchasing Manager — 5/7/03 Date

STAFF RECOMMENDATION:

Division Head — 5/6/03 Date

Department Director — Date

Finance & Internal Services Dir. — 5-10-03 Date

Chief Administrative Officer — 5-7-03 Date

5/7/03

Cross Reference

New Item: **Yes** **No**

Previous Ord/Res#: ____

Orig. Contract Date ____

Orig. Contract Number ____

ENTERED 5/

Mayor

Date

Staff Review Form - Page 2

Description Conveyor system for new library Meeting Date May 20, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

Finance & Internal Services Director

Chief Administrative Officer

ORDINANCE NO._____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT WITH TECH LOGIC CORPORATION IN THE AMOUNT OF THREE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS ($395,632.00) FOR THE PURCHASE OF AN AUTOMATED CONVEYOR, CHECK-IN AND SORTING SYSTEM FOR THE NEW PUBLIC LIBRARY.

WHEREAS, Tech Logic Corporation is currently the only manufacturer producing state-of-the-art automated conveyor, check-in and sorting systems suitable for the needs of the new library, thus making it the sole source provider of such equipment, and;

WHEREAS, the City Council finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical.

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 waives the requirements of formal competitive bidding and approves a contract with Tech Logic Corporation in the amount of Three Hundred Ninety-Five Thousand Six Hundred Thirty-Two Dollars ($395,632.00) for the purchase of an automated conveyor, check-in and sorting system for the new Public Library.

PASSED and **APPROVED** this 20th day of May, 2003.

APPROVED:

By:_____
DAN COODY, Mayor

ATTEST:

By:_____
SONDRA SMITH, City Clerk

FAYETTEVILLE PUBLIC LIBRARY

For City Council Agenda May 4, 2003

To: Mayor Dan Coody and City Council
From: Louise Schaper, Library; Hugh Earnest, Urban Development
Date: May 2, 2003

Subject: **Approval of contract with Tech Logic Corporation in the amount of $395,632 for a conveyor system with check-in and sorting to be installed in the new library. The project will cover the applicable use tax.**

Background

The new library was designed to maximize customer convenience and workflow efficiencies. The building is designed with a drive-up book drop and one interior book drop that are linked to a two-legged conveyor system. The conveyor takes materials from the book drops and brings them to a single location on the lower level for automatic check-in and sorting into bins. Not only is book return easier, books will be reshelved and available to customers much faster. Also, this technology will minimize staff movements spent on repetitive functions.

The library management team has spent the last two and half-years researching library conveyor systems including sourcing vendors via trade shows and the literature, making six site visits to four libraries with installed systems, holding countless vendor meetings and analyzing functional requirements, costs, and payback. The payback sheet demonstrating a *payback in less than four years* is attached.

Status

The Tech Logic Corporation is the sole source (see attached memo) of the needed conveyor system. Tech Logic requires a one-year advance notice prior to installation. To meet this deadline, we need City Council approval by May 2003. The City Attorney reviewed the contract in February-March 2003.

Although we initially proposed a basic version of this conveyor—without auto check-in—we are now able to add this critical labor savings component of check-in and sorting within budget.

The Library Board of Trustees approved the basic version of the conveyor on December 16,2002. They will be considering this enhanced version at their May 19, 2003 meeting in time for the May 20 City Council meeting.

Recommendations

We recommend that City Council approve a bid waiver and a contract with Tech Logic Corporation to install the two legs of the conveyor system, RFID-based automatic check-in plus smart bins, at a cost of $395,632 including a performance bond as soon as possible. The project will cover the applicable use tax.

FAYETTEVILLE PUBLIC LIBRARY

For City Council Agenda **May 20, 2003**

To: Mayor Dan Coody and City Council
From: Louise Schaper, Library; Hugh Earnest, Urban Development
Date: May 2, 2003

Subject: **Ordinance waiving requirements for competitive bidding on an automated conveyor for transporting and processing library materials in the new library building.**

Background
The Library has planned an automated conveyor system for library materials in the new library building. The system will convey materials from (1) the drive-up book drop on School Street through an underground tunnel and from (2) the book return at the front desk in the lobby down into the into the lower level staff work area where it will perform the additional labor saving tasks of automatic check-in and sorting of returned materials.

Requirements
Our requirements have been developed in conjunction with our project architects, Meyer, Scherer & Rockcastle, LTD, and are as follows:

1. Exterior book drop and delivery system:
    a. A hands free 24 hour book return service center
    b. Approximately 12' long vertical reversing-decline sandwich style belt conveyor
    c. Approximately 79' long horizontal ceiling supported belt conveyor
    d. Approximately 17'8" long 25 degree incline ceiling supported de-shingling belt conveyor
2. Interior book drop and delivery system:
    a. Approximately 12' long vertical decline sandwich style belt conveyor
    b. Approximately 12'10" long horizontal ceiling supported belt conveyor
    c. Approximately 58'4" long horizontal ceiling supported belt conveyor with merge
    d. Approximately 12'6" long vertical decline sandwich style belt conveyor
3. Bins into which the conveyor deposits material. These must be smart bins that are capable of being used in sorting system. System must be able to accommodate10 smart bins.
4. RFID check-in/check-out security system. System should have security built-into the tag with a bit that turns off and on. The RFID tag must secure DVD and CD media applied directly to material. Components include:
    a. RFID coupler, antenna and pedestals with covers.
    b. RFID based patron cards printed two sides.
    c. Wireless RFID inventory, check-in/check-out wand.
    d. Staff checkout and check-in stations and software. Self-checkout stations. Ability to use barcoded library cards for self-checkout.
5. Sorting system for automatic check-in and sorting into smart bins.
6. Training for staff.

Sole Source Findings
We have conducted an exhaustive study of vendor offerings. We have attended trade shows, held meetings with vendors, visited vendor installations and distributed a request for information to the following vendors: (1) 3M; (2) Checkpoint; (3) Tech Logic Corporation; (4) Bibliotheca; and (5) VTLS. ***There is only one vendor, Tech Logic Corporation, who sells a fully customizable automated conveyor system designed specifically to handle library materials.*** The 3M Corporation offers a short distance conveyor system that is coupled with check-in and sorting, but it cannot be customized to meet our requirements. Checkpoint and VTLS do not offer a conveyor system. Biblioteca, a Swedish company, offers a system that, like 3M, does not meet our specifications.

We will not make the decision on the RFID tags, inventory and self-check and check-out systems until later in 2003 so that we can take advantage of dropping prices and advances in technology. The Tech Logic conveyor will work with most RFID tag and self-checkout systems.

Request
Because there are no other manufacturers of customizable library conveyance systems we are requesting a waiver from the bid process.

Fayetteville Public Library
Conveyor Pay Back

May 5, 2003

BASIC SYSTEM	Equipment cost	Staff hours	Staff cost (per hour w/ benefits)**	Total Cost	Years to Payback
Conveyor and smart bins	$324,275				
Book/material move to check-in 40/hr week		2,040	$8.62	$17,585	
Move from outside book drop to inside		520	$8.62	$4,482	
Rough Sorting of materials		1,560	$8.62	$13,447	
				$35,514	
Less equipment maintenance cost					
2.50%			$8,106.88		11.83
5%			$16,213.75		16.80
FULL SYSTEM					
Full system including basic conveyor/bins as above and automated check-in	$395,632				
Staff time to correct misshandled items		1,065	$14.85	$15,815	
Check-in time (manually)		5,200	$13.50	$70,200	
				$121,530	
Less maintenance cost at 5%			$19,781.60		3.89

*Based on 1,000,000 circulation (check-in and check-out) annually
**2002 dollars

Date: December 11, 2002, rev. 1/16/03, 1/23/03, 5/5/03

To: Fayetteville City Council Aldermen
From: Louise Schaper, Library Director
Subject: Project Budget and Contract Approvals

Because of the size of this project and the number of items outside of the May 21, 2002 contract with Crossland Construction (e g. deferred items, technology, furnishings etc.), we thought it would be helpful for you to know what kinds of items will be coming before you for your approval. These items, like all the items presented thus far, are **within** our $23,341,655 budget for the turnkey project as approved by the FPL Board on May 2, 2002.

Below is a table of budgeted items to come before Council over the next two years. We will attach an updated table to each request so you may track what you have approved and what is left to approve. This table does **not** include the $348,005 for off-site improvements (utility burial, drainage, sidewalks etc. to be paid from CIP) that are not already in the contract with Crossland Construction.

Item	Budgeted?	Budget	Est. date approval	Date Approved	Amount	Notes
Crossland contract for construction	Yes			5/21/02	$17,633,931	Includes $221,995 for off-site improvements from CIP funds
Contingency	Yes	$830,000		5/21/02	$700,000	$167,676 remaining of approved contingency
Exterior cladding: Architectural precast concrete replacement	Yes	$949,658	11/02	11/19/02	$402,896	*Deferred from contract.* APC will be at entrance as planned and brick will clad lintels + stairwell towers.
Low voltage systems	Yes		1Q03-1Q04			*Deferred from contract.*
Landscape work	Yes		1Q04			*Deferred from contract*
Interior signage allowance	Yes		2004			*Deferre from contract*
AV Equipment allowance	Yes		2004			*Deferred from contract*
Cable tray system	Yes		2003			*Deferred from contract*
Meeting room enhancements	Yes		2004			*Deferred from contract*
Technology related items	Yes	$470,000	2003-04			Includes data/voice network equipment, computers etc.
Furnishings	Yes	$980,000	2003-04			Includes shelving, seating, work stations etc.
Smart library related items, e.g. conveyor, self-check, RFID	**Yes**	**$659,751**	**5/03**			**Conveyor is $395,632**
Moving costs	Yes	$30,000	2004			
Items cut from original bid request.	No	$0	N/A			If funding allows, some of these items will be added back, e.g. staff lockers, additional signage, meeting room divider

FPL Report on Library Building Project Expenditures and Available Funds
March 3, 2003

EXPENDITURES

Item	Original Budget	Contract additions	Current Budget	Current Month	Total Spent	Encumbered	% Spent	Remainder
Crossland contract	$17,633,931	$520,474	$18,557,301	$696,235	$5,350,599	$18,443,648	29%	$13,206,702
Council Approved contract additions					$0			$0
CO#5 cladding		$402,896			$0			$0
Contingency	$700,000	-$532,324	$167,676		$0		76%	$167,676
Non-Crossland contingency COs		$11,850	$11,850		$0			$11,850
					$0			$0
Furniture, shelving etc.	$980,000		$980,000		$0		0%	$980,000
Technology	$470,000		$470,000		$0		0%	$470,000
Deferred Items	$949,658	-$402,896	$546,762		$0		0%	$546,762
Contingency for Design, rest	$130,000		$130,000		$0		0%	$130,000
Land Acquisition	$268,000		$268,000		$267,895	$267,895	100%	$105
Architect & Engineering	$1,450,000		$1,450,000	$13,466	$1,211,052	$1,545,000	84%	$238,948
Planning Costs			$0		$0			$0
Off-site dev. improvements prof. Fees	$45,550		$45,550		$38,850	$45,550	85%	$6,700
Site Dev. Cost est.	$3,900		$3,900		$3,900	$3,900	100%	$0
Storm Water/LSD	$17,160		$17,160		$17,160	$17,160	100%	$0
LEED Prof. Fees	$26,400		$26,400		$6,284	$26,400	24%	$20,116
Geotech #2	$10,000		$10,000		$9,465	$10,000	95%	$535
Owner Representative	$72,000		$72,000		$18,000	$72,000	25%	$54,000
Moving Costs	$30,000		$30,000		$0		0%	$30,000
Reimbursable Expenses	$110,000		$110,000	$1,292	$104,615	$110,000	95%	$5,385
Smart Library, Conveyor etc.	$659,751		$659,751		$0		0%	$659,751
Fire Hydrant	$7,300		$7,300		$0	$7,300	0%	$7,300
Off-site improvements to be paid out of City CIP funds	($221,995)		-$221,995		$0			-$221,995
			$0		$0			$0
Total	**$23,341,655**		$23,341,655		**$7,027,820**	**$20,548,853**	**30%**	$16,313,835

FUNDING AVAILABLE

Library sales tax fund balance 4/2/03	$14,828,967
Foundation contributions to-date	$1,000,000
Projected sales tax + interest	$18,900,000
Funds needed from FPL Foundation (Total cost minus projected sales tax, interest and FPL Foundation contributions to-date)	**$3,441,655**

Disclaimer: This is not an official City of Fayetteville financial report. It is prepared by Fayetteville Public Library staff (C. Rew) and based on City documents, contracts, change orders etc. and is not to be construed as 100% accurate.

CONTRACT FOR AUTOMATED MATERIALS HANDLING SYSTEM

CONTRACT NO. 15000068

THIS CONTRACT FOR AUTOMATED MATERIALS HANDLING SYSTEM (hereinafter referred to the "Agreement") is made and entered into on the date of execution, by and between Fayetteville Public Library, AR, (hereinafter referred as the "Library"), and Tech Logic Corporation, a corporation duly organized and existing under the laws of the State of Wisconsin, (hereinafter referred to as "Tech Logic").

THE PARTIES RECITE AND DECLARE THE FOLLOWING:

A. The Library desires and requests Tech Logic to design, construct and install an Automated Materials Handling System in the Library, to ***check-in via RFID,*** receive, convey, sort and deliver books and other materials to and from locations within the Library; and

B. Tech Logic possesses the skill, experience, knowledge and qualifications to design, develop, install and implement an Automated Materials Handling System as required by this Agreement.

NOW, THEREFORE, in consideration of the hereinabove recitals, and the amounts to be paid, and of the mutual promises, representations, warranties, covenants and agreements hereinafter stated, and upon the terms and subject to the conditions hereinafter set forth, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1
DEFINITIONS

The following terms and phrases shall have, for the purposes of this Agreement, the meanings set forth below, unless a different meaning is clearly required by the context.

1.01 "ACS" means the Library's automated system for tracking, recording and accounting for the location, lending and return of library materials, as the system is existing on the date of execution of this Agreement, and as the same may, from time to time be modified or enhanced.

1.02 "AMH System" means the Automated Materials Handling System comprised of all hardware, software and material components sold by Tech Logic and purchased by Library under this Agreement.

1.03 "Agreement" means this Contract for the AMH System and all attachments, Exhibits and Appendices incorporated herein, including all modifications, amendments and Change Orders executed in accordance with the requirements set forth herein.

1.04 "Change Order" means a written order for any change in the goods or services to be provided under this Agreement which increases or decreases the total contract price to be paid by Library hereunder, which Change Order shall be in the form of the Change Order attached hereto as Exhibit E. No

Change Order will be effective to change the contract price hereunder, unless signed by the party who will bear the cost of the change.

1.05 "**Effective Date**" means the date on which this Agreement is executed by all required signatories.

1.06 "**Final Notice of Completion**" means Tech Logic's Notice of Completion which has been executed by Library to evidence Library's acceptance of the installation of the AMH System.

1.07 "**LAV**" or "**Library Automation Vendor**" means a supplier of computer software capable of processing and recording the Library's materials lending activities, including book check-out and check-in.

1.08 "**Manufacturing Design**" means the final design for manufacture of the AMH System. The drawings in the Manufacturing Design serve as the "blueprint" for the manufacture and assembly of the system component parts. The Manufacturing Design must be certified by an engineer licensed in the State of the location of the Library as complying with all applicable requirements of the Uniform Building Code as adopted by the State of the location of the Library, including all engineering calculations for seismic restraints.

1.09 "**Notice of Completion**" means Tech Logic's written Notice of Completion to Library that installation has been completed and is ready for testing by Library, which Notice of Completion shall be in the form of the Notice of Completion attached hereto as Exhibit F.

1.10 "**Project Manager**" means the individual designated as such by Tech Logic, having substantial knowledge and experience with respect to all aspects of the AMH System development, manufacture, installation and testing, including but not limited to the machinery, software, engineering, hardware and related theories utilized in the design, development, installation, testing and operation of the System.

ARTICLE 2
STATEMENT OF WORK

2.01 **The AMH System.** The AMH System shall be designed by Tech Logic in collaboration with Library and shall be manufactured and installed in accordance with the plans and specifications contained in Exhibit A *"System Layout Drawings and Components."* The work shall be performed in a workmanlike and commercially reasonable manner. All materials used in the AMH System shall be new.

A. Manufacturing Design - AMH System. Commencing on the Effective Date, Tech Logic shall complete the AMH System Manufacturing Design, based on the Plans contained in Exhibit A *"System Layout Drawings"* and designed to achieve the functionality described in Exhibit B *"Description of Functionality of AMH System."* Upon completion and approval by Library, a written Notice of Completion of the Manufacturing Design for the AMH System shall be delivered to Library, which Notice shall specify Tech Logic's estimated date of in-factory testing.

B. Shipment and Insurance.

(1) Shipment. Shipment of the components shall be FOB at the plant of Tech Logic. All shipment charges shall either be forwarded to the Library for direct payment or shipped collect to be paid for by the Library on delivery. Tech Logic agrees to acquire a commercially competitive and appropriate method of shipment and packaging of the components, on handleable wood pallets. At the discretion of Tech Logic, Tech Logic may elect to deliver the entire System or any portion thereof via Tech Logic's own trucks.

(2) Insurance. Shipment of the components must be insured for an amount equal to the replacement value of the components shipped, said insurance cost to be paid by the Library.

C. Delivery.

(1) General. Delivery of all components shall be made to a location mutually agreed by the parties in advance. Tech Logic shall coordinate deliver of all components with the Library.

(2) Storage. The Library shall provide safe enclosed storage of all components of the AMH System. Should storage of the AMH System at the site be unavailable, the components of the AMH System shall be delivered to a storage space designated by Library, and the Library shall be responsible for delivery of all components of the AMH System from such storage space to the Library for installation.

2.02 Installation and Testing.

A. Pre-Shipment Factory Testing. Tech Logic shall assemble and test the AMH System at its facilities prior to shipment to the Library. The Library may elect to attend each in-factory system test at the Library's expense.

B. Installation. The AMH System shall be installed at the Library by Tech Logic in one or more ***phases***, with the first phase of installation within a reasonable period time of the delivery of the AMH System to the Library. Installation of all components purchased hereunder will be made, with the assistance of Library and its agents as provided in **Article 3.** Tech Logic shall assist the Library in any technical conversations with the LAV regarding the interface of the AMH System software with the ACS.
Tech Logic shall be responsible for providing all lifts, scaffolding, tools and other needed equipment as required to install all AMH components. It shall be the responsibility of Tech Logic to familiarize itself with the installation site(s) and to make arrangements for all necessary equipment and tools.

C. Notice of Completion of Installation. Following the installation of each separately purchased part of the AMH System, Tech Logic shall notify Library that all AMH System components for that part of the system are installed at the Library and running under permanent power by delivering Exhibit F *"Notice of Completion."*

D. Testing and Correction Following Installation. Upon completion of the training described in Section 2.03 for each aspect of the System, the Library shall have ten (10) business days to test the newly installed components as a part of the AMH System, and complete Exhibit G *"Library Notice of Corrections,"* which ***shall*** include an itemized list of corrections, if any, and submit the Notice of Corrections to Tech Logic for review and corrective action, or to execute Exhibit F *"Contract Notice of Completion."* Upon receipt of the Notice of Corrections, Tech Logic shall repair, replace, reprogram and otherwise remedy the corrections to the Library's reasonable satisfaction within twenty-five (25) days of the Notice of Completion.

E. Final Notice of Completion. If Library does not deliver a Notice of Corrections within the ten (10) day period described in Section 2.02.D, or, if a Notice of Corrections has been issued, then upon completion of the corrections required to meet system mechanical and operational specifications, Tech Logic and Library shall execute the Final Notice of Completion. Execution of said Notice by the Library shall not be unreasonably withheld.

2.03 **Training.** In addition to the onsite training described in this Section, Tech Logic shall train system managers and operators through its customer support service as provided herein and in Section 8.02.

A. Maintenance and Operating Manuals. Not later than the time that the Notice of Completion for each aspect of the System is delivered to the Library, Tech Logic shall provide Library with all information and operation manuals. Operation manuals shall include mechanical, electrical and program design documentation in sufficient detail and clarity for the Library to adequately troubleshoot and maintain the AMH System.

B. System Training. Tech Logic shall provide one person onsite at the Library, to train Library staff on the operation and maintenance of the AMH System for a period as described in Exhibit C *"System Pricing, Component Description and Contract Amendment Schedule"* at no charge to the Library. Additional training will be provided, at a rate of $1,500.00 per day, plus travel expenses, for each additional day, if requested by Library in a Change Order. Training shall commence immediately upon delivery of the Notice of Completion. Tech Logic and Library may negotiate a mutually agreeable alternate training period. An alternate training period does not release the Library from making its timely final payment as described in **Article 5** of this Agreement.

2.04 **Application of Contract to Components Subsequently Purchased.** The AMH System may or may not include all system components that the Library may need as a finished system. Tech Logic has represented that it can adjust the AMH System to add system components at any time in the future and agrees that Library shall have the right, but shall not be obligated, to purchase system components at any time, or from time to time, within ***two (2) years from*** execution of ***this Agreement*** for the AMH System at the then current prices, ***specifically excluding any RFID systems or components*** and subject to the following:

A. Increased Costs. Tech Logic may request an increase in the charges for installation of the system components to reflect changes in prevailing wages and labor costs or for any unusual customization required.

B. Schedule. The parties shall agree on the schedule for manufacture, delivery and installation

of all purchases, which Project Schedule shall be in the form of the Project Schedule attached hereto as Exhibit H.

C. Change Order. All terms and conditions *for any non-RFID systems or components* shall be reflected in a Change Order signed by both parties, *and shall be subject to pricing as attached hereto in Exhibit D (rev. 2-01-2003). See also sec. 9.03, infra.*

Except as otherwise stipulated herein or agreed by the parties, the provision of this Agreement shall apply to the design, construction, installation, testing, training and support of, and in all other matters related to the AMH System.

ARTICLE 3
OBLIGATIONS OF LIBRARY

3.01 Acceptance of Risk and Storage of AMH System Components. Library shall provide safe and enclosed storage of all AMH System components until Tech Logic is on-site for installation. Except for damage caused by Tech Logic's agents, Library shall bear all risk or loss and damage of AMH System components from and after delivery at the location designated by Library.

3.02 Library's Responsibilities for Installation.

A. Interface with ACS. Library will be responsible for hiring or contracting with an LAV and shall require the LAV to provide for a connection that will allow the AMH System software to interface with the ACS in a manner that will allow the system to operate within performance criteria that are acceptable to Library. All connections required by this Section 3.02 will be made in accordance with Tech Logic's schedule for installation.

B. Electrical and Mechanical Work. Library shall hire, at its own expense, an electrical and mechanical contractor to wire power to the AMH System and shall provide an air compressor, including air plumbing, as described in Exhibit A.

C. Availability of Facilities. The Library shall provide adequate work space and storage space at the Library to facilitate the performance of services by Tech Logic during the installation of the AMH System for up to four (4) of Tech Logic's personnel, subject to the following conditions:

(1) Telephone. If available, the Library shall provide one telephone for the use of Tech Logic carrying out its obligations hereunder. Tech Logic shall use its own *provider* to make any long distance calls *from the telephone so provided*.

(2) Obstructed Installations. Tech Logic personnel must be given reasonably unobstructed access to all areas in which components are to be installed. Obstructed installations shall be considered a Change Order and may require a price adjustment.

3.03 Training and Testing. Library will cooperate with Tech Logic in all training and testing activities described in **Article 2**, so that, if possible, the Final Notice of Completion can be executed in good

faith by Library within thirty (30) days of the date on which Library receives a Notice of Completion.

3.04 **Maintenance.** The Library will pay for the use and subsequent maintenance of the AMH System on the Library's ACS.

ARTICLE 4
WORK SCHEDULE

4.01 **Work Schedule.** Within thirty (30) days of the Effective Date, Library and Tech Logic shall complete Exhibit H *Project Schedule* to create a schedule for all work to be completed on the AMH System under **Article 2**. A separate Project Schedule shall be created within thirty (30) days of the execution of a Change Order for the purchase of additional AMH System components.

4.02 **Delay by Library.** Library *may* request a rescheduling of the delivery or installation of any part of the AMH System as necessary or convenient to the Library, ***provided that (I) Library's request shall not be made less than fifteen (15) business days prior to the scheduled delivery or installation date, (ii) payment obligations of Library under this Agreement shall not be delayed in any respect thereby and specifically such request shall not delay payments due under Article 9 hereof or any other provisions of this Agreement specifying payments to Tech Logic, (iii) Library shall fully pay, or reimburse Tech Logic, for commercially reasonable storage charges relative to such rescheduling request, and (iv) Library may, as an alternative to storage with Tech Logic, elect to take delivery off-site and at a location other than that of Tech Logic, with any storage costs associated therewith being the exclusive responsibility of the Library.***

4.03 **Delay by Tech Logic.** Tech Logic shall not be entitled to delay delivery and installation of any part of the AMH System without prior written consent of Library, which consent shall not be unreasonably withheld.

ARTICLE 5
TECH LOGIC'S COVENANTS
CONCERNING STAFFING AND WORK CONDITIONS

5.01 **Project Manager.** Tech Logic shall designate a Project Manager for all work done hereunder. The Project Manager shall be accountable and accessible to the Library at all times regarding performance, progress and completion of all phases of work during the development, manufacturing, installation and testing of the system. The Project Manager shall supervise the work of Tech Logic's personnel and those of Tech Logic's subcontractors, if any.

5.02 **Tech Logic's Agents.** In addition to the Project Manager, Tech Logic shall engage, at its own expense and choosing, such individuals as are necessary to fulfill the obligations of Tech Logic herein. Tech Logic agrees that all individuals so engaged shall be properly trained, competent and qualified to perform the tasks assigned to them. Tech Logic may replace any person so engaged provided that such substitute person possesses the qualifications above specified.

5.03 Access to and Use of Library's Property. Tech Logic shall invite only those persons performing tasks for the Tech Logic AMH System to come upon the Library premises, and Tech Logic shall not bring property other than what is required pursuant to the services herein specified onto any Library premises.

Tech Logic shall not use, suffer or permit the use of the space provided it hereunder nor any part thereof, in any manner or for any purpose, nor do, bring or keep anything to be done, brought or kept, thereon (including, but not limited to, the installation or operation of any electrical, electronic or other equipment) which, in the judgment of the Library would:

A. Violate Agreement Violate any covenant, agreement, term, provision or condition of this Agreement or is unlawful.

B. Delivery of Services. Impair or interfere in any way with the delivery by Library of services or the proper and economic heating, air-conditioning, cleaning or other services of the Library by; or occasion discomfort, inconvenience or annoyance to, any of the occupants of the Library or impair the appearance of the Library.

C. Business. Be prejudicial to the business of the Library, or reflect unfavorably on the Library.

D. Relationship. Confuse or mislead the public as to any connection or relationship between the Library and Tech Logic.

E. Impairment of Other Work. Except as agreed in advance between Tech Logic and Library, perform or fail to perform any action which results in the impairment of any work being performed by the other of Library's agents, consultants or contractors.

5.04 **Library's Access to Inspect the Work.** Tech Logic shall permit representatives of the Library, at all times, to have access to and inspect Tech Logic's installation work during its progress.

5.05 Cleanliness and Safety. No rubbish, dirt, tools or other articles, items or things shall be put in the public areas of the Library by Tech Logic, its officers, employees, agents, invitees, partners or contractors. Tech Logic shall at all times keep the Library free from accumulations of waste material or rubbish caused by its employees, agents or contractors or their work; and at completion of the work, Tech Logic shall remove all its tools, equipment and waste, leaving the work area broom clean.

Tech Logic shall conduct the work in a safe and orderly manner and shall take every reasonable precaution so as not to allow injury to any person or damage to the Library.

5.06 **Action following Termination.** Upon termination of this Agreement, whether by completion of all work or otherwise, Tech Logic shall immediately remove all of its property from Library premises. Any property of Tech Logic, its agents or subcontractors, which remains on Library premises more than twenty (20) days after the termination or cancellation of this Agreement shall be deemed to have been abandoned, and may either be retained by the Library as its property or disposed of in such manner as the Library deems appropriate.

5.07 Compliance with Library's Rules. Tech Logic shall observe and comply with any reasonable rules which the Library has made or may make and communicate hereafter, at any time in writing, to Tech Logic.

5.08 Direction of Project Manager and General Tech Logic. Tech Logic shall cause its employees to cooperate with all directions of the Library's Project Manager while at the Library, including any reasonable safety requirements established by the Library.

ARTICLE 6
CHANGE ORDERS

6.01 When Change Order Required. No change in the work to be performed hereunder that will increase or decrease the total contract price, including but not limited to any change in the AMH System layout, design or components made following completion of the final manufacturing drawings, will be made except by a Change Order. Upon receipt of a duly executed Change Order, Tech Logic shall proceed with the work involved. All work shall be accomplished under the applicable conditions of this Agreement.

6.02 Requirements of Change Order. Before a Change Order is approved it shall include all costs directly related to the change, and Tech Logic shall itemize the costs and provide the Library appropriate supporting data to establish their correctness. If any Change Order causes an increase in the contract price due Tech Logic hereunder, or an extension of time needed to complete performance, or if a Change Order decreases the amount or quality of goods or services to be provided hereunder, an equitable adjustment shall be made. Each Change Order must be signed by Tech Logic and a qualified representative of the Library.

ARTICLE 7
LICENSES AND PROPRIETARY RIGHTS

7.01 Manuals and Software. Tech Logic's operating manuals and software licenses reflect designs and programs, as well as other items which comprise the AMH System as identified herein and developed by Tech Logic. The AMH System and the components and operating systems associated therein contain proprietary information owned by Tech Logic and software vendors who have entered into licensing agreements with Tech Logic. Use of the software and the operating manuals in a manner not related to the Library's use of the AMH System is prohibited.

7.02 Use of AMH System. All items comprising the AMH System are deemed to be for a single user, the Library, and may not be resold by Library, or its successors in interest, without the express written consent of Tech Logic. Tech Logic has not transferred the right to use any of its proprietary technology, including software and mechanical devices, by Library, except for its use in the AMH System.

7.03 Licenses. Tech Logic hereby grants and licenses to the Library the right to use all software that the Tech Logic has developed. Tech Logic shall also provide Library with all third-party software licenses, if any, necessary to grant Library the right to own and operate the AMH System as provided in this Agreement. Library further agrees to Tech Logic's Standard Software and Service Support

Agreement as provided in Exhibit "I" of this Agreement.

7.04 Tech Logic's Assurances. Tech Logic represents and warrants that it has the right to enter into this Agreement and grant to the Library the right to own and use all software, hardware, machinery, systems and manuals hereunder provided. For purposes of this Article, all of the foregoing items shall be collectively referred to as "System Components." Tech Logic has not transferred to the Library, or its successors in interest, the right to use or otherwise sell or convey the proprietary technology that comprises the AMH System and its operations to a third party; however, the Library shall have the right to modify, enhance or relocate the AMH System to other Library uses and facilities, subject to loss of any warranty hereunder, if such modification, enhancement or relocation is not performed as provided in **Article 8**.

ARTICLE 8
WARRANTY AND CUSTOMER SUPPORT

8.01 Warranty. During the warranty periods described below, Tech Logic warrants that the AMH System will be free of material defects and perform substantially as described in Tech Logic's operating manuals and in Exhibit B. Tech Logic warrants that the AMH System will comply with applicable law covering installation and operation of such systems, and Tech Logic further warrants that the AMH System will be installed in a workmanlike manner. Warranty coverage established by this Agreement begins, for the AMH System and each component of the AMH System purchased under a Change Order, upon Library's execution of the Final Notice of Completion for that part of the System.

A. Warranty Periods. There are two specific time periods governing each of Tech Logic's warranties:

(1) Run-In Period. The "Run-In" period for each warranty covers thirty (30) days following execution of the Final Notice of Completion for that warranted component. During this time, Tech Logic will correct conditions that adversely affect the functionality of the AMH System, without charge. All conditions reported within the Run-In period will be corrected as soon as is practicable.

(2) Extended Support Period. The "Extended Support" is a period that begins on the expiration of the applicable Run-In period and ends on the one-year anniversary of the date of execution of the applicable Final Notice of Completion. Tech Logic warrants that for a period of eleven (11) months immediately following the "Run-In" period, the AMH System shall not contain any defect in materials or workmanship. Tech Logic shall repair or replace, at its option, and at no additional cost to the Library, any mechanism that is defective in material or workmanship.

B. Condition to Warranty. Library shall promptly notify Tech Logic of any defects or malfunctions in the AMH System of which it learns from any source. Failure to do so will void the warranty against that defect.

C. Warranty Action. Correction of defects of the AMH System shall be accomplished by Tech Logic in a timely and expeditious manner, according to the following procedure:

(1) Phone Assistance. Tech Logic may attempt to address Library's warranty complaint by phone assistance or by written communication before taking further action.

(2) Further Action. If Tech Logic determines that the problem with the AMH System is not merely due to Library's incorrect operation, or if a system manger or team leader having the qualifications described in Section 8.02.A is unable to correct the problem with telephonic or written assistance within five (5) working days, Tech Logic shall provide all further assistance required to correct the problem, including labor and materials. If the problem is not one covered by warranty, Library shall pay for all costs of labor and materials at Tech Logic's standard rates. Travel expenses for work not covered under warranty shall be billed to Library at Tech Logic's actual out-of-pocket cost.

D. Post Warranty Action. After all warranties have been exhausted, or for service to be performed outside of warranty coverage, Tech Logic shall provide service on a direct cost basis unless a service contract has been entered into by the parties in a separately executed agreement.

E. Non-Covered Items. Component or system failures caused by lack of maintenance or by misuse of the AMH System, including the introduction of "non-standard" items as described below and the results thereof are not conditions that are included in warranty coverage. The AMH System will not be designed to process the following materials:

(1) Materials with minor dimensions less than 4 inches;
(2) Materials with major dimensions greater than 16 inches;
(3) Materials with a thickness less than 3/16 inch;
(4) Materials with covers that are off (i.e. puzzles, games, etc.);
(5) Materials contained in thin or limp bags;
(6) Materials with loose, torn or bent covers or with rolled or curled pages;
(7) Video tape, compact disc, DVD and cassettes with open covers, or items that have come out of their containers;
(8) Materials with protruding paper such as book marks or "date due" slips;
(9) Paper bags;
(10) Mailing tubes;
(11) Pamphlets, sheet music, newspapers or magazines that are not in a hard case;
(12) Transparent items;
(13) Children's toys that are not in a hard case;
(14) Materials with worn or malfunctioning identification strips or markers; and
(15) Other items not a part of the Library's circulating library collection.

F. Further Limitation. All warranties given by the Tech Logic are limited to replacement or repair of defective components including hardware and computer software. Tech Logic shall determine whether the components should be replaced or repaired. Any warranty is void if the AMH System is modified or altered without the knowledge or written permission from Tech Logic. The warranty herein shall remain in effect should the Library move the AMH System to another location conditioned that said move is engineered and coordinated by Tech Logic. Tech Logic's obligations and limitations of warranty hereunder shall not affect any other obligation which it may have under law.

8.02 Customer Support. Beginning on the date of Notice of Completion and until the expiration of the Extended Support period described in Section 8.01, Tech Logic shall provide Library, without additional charge, unlimited telephone support and written consultation reasonably requested by the Library in connection with the use and operation of the AMH System or any problems therewith, but only to the Library personnel described below.

Tech Logic's customer support is given with the understanding that Library will provide adequately trained personnel to run the AMH System, including the following:

A. System Manager or Team Leader. A broad base of computer skills is required as well as a background and understanding of Microsoft Windows NT4.0, Microsoft Windows 2000 and/or Microsoft Access 2000 or XP software that runs the AMH System. A knowledge of Library operations is equally important. In addition, this person should have good personnel skills and experience in supervision. This person will be required to schedule personnel and provide back-up and training for the people on this team. This person should be the principal contact with Tech Logic for operation and maintenance of the AMH System.

B. System Operators. AMH System operators shall be capable of running basic Microsoft Windows software applications such as Microsoft Windows NT4.0, Microsoft Windows 2000 and/or Microsoft Access 2000 or XP and have a general familiarity with personal computers. Additionally, the system operators shall be capable of taking readable notes and have the skills to train and pass on their knowledge to other system operators.

C. System Maintenance Personnel. System Maintenance Personnel shall have experience in building and facilities maintenance which shall include heating and ventilating systems, power distribution systems and generalized personal computer operation. Qualifiers for this staff position must be willing and able to help trouble shoot system mechanical problems when other staff members need mechanical assistance.

ARTICLE 9
PRICES AND PAYMENT

9.01 Contract Price. The total contract price for the AMH System is – **$395,632.00** -- (herein collectively referred to as the "Contract Price"), which Contract Price shall be paid in installments under the schedule described in Section 9.02. The Contract Price for all other components of the AMH System shall be established by a Change Order, but subject to the Pricing Schedule attached hereto as Exhibit C, and adjusted as provided in Section 2.04.

9.02 Payment Schedule. Payment of the Contract Price shall be made as follows:

A. Systems Engineering Payment. The first payment, in the amount of thirty percent (30%) of the Contract Price, shall be due within ten (10) days after the Effective Date. Work on the project does not start until payment is received by Tech Logic.

This payment shall be for "professional services" rendered with regards to the "engineering design" of the AMH System as set forth in Exhibit C, and as such, there shall be no bonding requirement for this portion of the Contract Price.

B: Manufacturing Design Payment. The second payment, in the amount of thirty percent (30%) of the Contract Price, shall be due within thirty (30) days after the Notice of Completion of Manufacturing Design is submitted to the Library.

This payment shall be for "professional services" rendered with regards to the "manufacturing design" of the AMH System, and as such, there shall be no bonding requirement for this portion of the Contract Price.

C. Manufacturing Payment. A third payment, in the amount of thirty percent (30%) of the Contract Price, shall be due within thirty (30) days of the date on which ***notification is made by Tech Logic to the Library that the AMH System is ready*** for shipment to the Library. The client has the right to inspect the AMH System prior to shipment to the Library. The AMH System will not ship until this payment is made.

☐ If this box is checked, a Performance Bond for this portion of the Contract Price will be provided by Tech Logic.

D. Final Systems Payment. Final payment, in the amount of ten percent (10%) of the Contract Price, plus all additional payments required under executed Change Orders, if any, shall be ***paid*** within thirty (30) days of Library's execution of the Notice of Completion. ***Further, if a delay occurs under Section 4.02, supra, then one-half of the final 10% payment hereunder, comprising five percent (5%) of the Contract Price plus any additional payments required under executed Change Orders, shall be paid by Library within sixty (60) days of shipment from Tech Logic. In any event, one-half of the final 10% payment hereunder as aforesaid shall be paid by Library within ninety (90) days from the date on which notification is made by Tech Logic to the Library that the AMH System is ready for shipment to the Library.***

☐ If this box is checked, a Performance Bond for this portion of the Contract Price will be provided by Tech Logic.

9.03 **Payment Schedule for Change Orders.** The payment of any Change Order shall be made in installments, with the first installment being due ten (10) days after the execution of the Change Order. The amount of the Change Order ***shall be*** as set forth in Section 9.02, ***but specifically excluding RFID systems and components. Any RFID systems and components shall purchased by Library via a separate purchase order prepared by Tech Logic, having payment terms of being due and payable in full upon entry of the purchase order.***

ARTICLE 10
RESOLUTION OF QUESTIONS AND DISPUTES

10.01 **Dispute Resolution.** Tech Logic and Library will exercise their good faith and reasonable effort to negotiate and settle promptly any dispute which may arise with respect to this Agreement. Parties shall obtain the services of a mediator or other "alternate dispute resolution" upon their mutual agreement prior to seeking redress through a Court of competent jurisdiction. The parties will share equally in the cost of alternate dispute resolution.

10.02 *Interpretation, Jurisdiction, and Venue. This contract shall be interpreted according to and enforced under the laws of the State of Arkansas. The parties further agree that any litigation arising from this contractual relationship shall be commenced in either the Circuit Court of Washington County, Arkansas, or the United States District Court for the Western District of Arkansas, Fayetteville Division. The parties hereby submit to the personal jurisdiction of said courts, and waive any objections to venue in said courts.*

10.03 **Arbitration.** If the work to be performed under this Agreement will be a part of new construction or a renovation or remodeling project, or if installation of the AMH System will require coordination with any other construction activities, then Tech Logic agrees to join in any arbitration proceeding involving a dispute to which Tech Logic is a necessary party. For any other dispute, arbitration between Library and Tech Logic will be voluntary, but once engaged, binding. Arbitration commenced under a contract between Library and any third party shall be governed by the provisions of the contract, if any, under which commenced. Arbitration commenced under this Agreement shall be conducted under the rules of the American Arbitration Association, as modified by the provisions of *Arkansas* law.

ARTICLE 11
INDEMNITY

Tech Logic agrees to defend, indemnify and hold the Library, and its officers, employees and agents harmless from any liability, claims, damages, costs, judgments or expenses, including reasonable attorneys' fees, to the extent any of the foregoing results, directly or indirectly, from any error or omission and/or willful or negligent act of Tech Logic, its agents, employees or subcontractors in the performance of this Agreement and against all loss by reason of the failure of Tech Logic fully to perform, in any respect, all obligations under this Agreement. In no event will Tech Logic be liable for any damages caused by the Library's failure to perform its responsibility hereunder, except to the extent any such failure is attributable to the action or inaction of Tech Logic.

ARTICLE 12
INSURANCE

12.01 **Coverage Required.** Tech Logic shall maintain during the performance of any work under this Agreement the following insurance coverage: workers compensation insurance, including employer's liability, and one or more policies of liability insurance including general liability insurance, products and completed operations, and automobile liability, in each case with coverage amounts not less than $1,000,000/$1,000,000 per occurrence and annual aggregate and issued as primary coverage on an occurrence basis. Tech Logic's general and products liability policies shall include the Library as an additional named insured. All policies shall contain an endorsement requiring written notification of Library not less than thirty (30) days prior to cancellation.

12.02 **Certification.** Tech Logic shall deliver proof of all required insurance to Library prior to execution of this Agreement.

ARTICLE 13
INDEPENDENT CONTRACTOR

Nothing herein creates or establishes the relationship of a joint venture or partnership between the parties, nor constitutes Tech Logic as the agent, representative or employee of the Library for any manner whatsoever. Tech Logic is and shall remain an independent contractor under this Agreement. Any and all personnel employed by the Tech Logic or its subcontractor while engaged in the performance of any activity under this Agreement, shall have no implied contractual arrangement with the Library and shall not be considered employees of the Library; and any and all claims of said personnel while so engaged that may arise under the Workers Compensation Act, and any and all claims whatsoever of any personnel arising out of employment or alleged employment by Tech Logic including, without limitation, claims of any discrimination against the Tech Logic, its officers, agents, contractors or employees shall in no way be the responsibility of the Library; and Tech Logic shall defend, indemnify and hold the Library, its trustees, officers, agents and employees harmless from any and all such claims.

ARTICLE 14
TERMINATION

14.01 **Termination by Tech Logic.** This Agreement may be terminated by Tech Logic without penalty in the event that Library is in breach of any of its obligations hereunder with respect to payment or with respect to Library's obligations to facilitate installation of the AMH System, provided that, Library shall first have been given a written notice that specifies the nature of the breach and offers Library not less than thirty (30) business days to correct the breach.

14.02 **Termination by Library.** This Agreement may be terminated if Tech Logic is in breach of its obligations hereunder, provided that Tech Logic shall have first been given a written notice that specifies the nature of the breach and offers Tech Logic not less than fifteen (15) business days to correct the breach.

14.03 **Action Upon Termination.** Except in the event of ***termination by Library*** for breach ***caused*** by Tech Logic ***under sec. 14.02 supra***, upon termination of this Agreement prior to expiration:

A. Tech Logic shall be entitled to payment for work performed prior to the date of termination; and

B. Library shall immediately return to Tech Logic all of Tech Logic's operating manuals and licenses except for those licenses for hardware or software not created by Tech Logic.

14.04 **No Limitation on Remedies.** Except as expressly provided, nothing in this Section 14 shall be deemed to waive or limit any other action, proceeding or remedy to which either party would otherwise be entitled as a result of the breach of this Agreement by the other party.

ARTICLE 15
PERFORMANCE BOND

Tech Logic shall furnish one or more bonds covering faithful performance of this Agreement and payment of obligations arising hereunder in an aggregate amount equal to 100% of the Contract Price hereunder for the portion of the System for which the bond is furnished. Tech Logic's performance bond or bonds may be obtained through the Tech Logic's usual source and the cost thereof shall be included in the Contract Price for the portion of the System to which the bond applies. Tech Logic shall require the attorney-in-fact who executes the bond or bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Each of Tech Logic's performance bonds shall be released upon Final Notice of Completion for the portion of the System to which the bond or bonds apply. Tech Logic shall deliver the required bonds to the Library not more than three (3) business days after the Effective Date.

ARTICLE 16
MISCELLANEOUS PROVISIONS

16.01 Compliance with Law. *Library shall timely advise Tech Logic of any local statutes, rules, codes, and regulations which may affect this Agreement and work performed hereunder; and Library shall pay for, and solely bear, all costs of compliance associated therewith that have not been otherwise accounted for herein.*

16.02 Force Majeure. Neither party shall be deemed to be in default of any provision of this Agreement for any delay, suspension or failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control.

16.03 Governing Law. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of *Arkansas*.

16.04 Severability. If any provision of this Agreement, or portions thereof, is found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect.

16.05 Notices. Until one party provides written notice with other instructions to the other party, any written notices required to be given under this Agreement shall be deemed given when delivered personally, when delivered by prepaid by certified mail with return receipt requested, or when delivered by electronic transmission with telephonic confirmation as follows:

If to Tech Logic:

Mark Frich, CEO
Tech Logic Corporation
1616 Gervais Avenue
Maplewood, Minnesota 55109
FAX: 651-747-0493

If to Library:

Louise Schaper, Director
Fayetteville Public Library
217 E. Dickson
Fayetteville, AR 72701

16.06 **Assignment.** Tech Logic shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Library.

16.07 **Modification.** No modification or cancellation of this contract shall be effective unless in writing and signed by the parties or their duly authorized representatives.

16.08 **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. The parties herein acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.

16.09 **Incorporation of Exhibits**. The following Exhibits attached hereto are hereby incorporated into and form a part of this Agreement.

Exhibit A: System Layout Drawings and Components. The engineering drawings describe in detail the system components that will comprise the AMH System.

Exhibit B: Description of Functionality of AMH System

Exhibit C: System Pricing, Component Description and Contract Amendment Schedule

Exhibit D: Tech Logic Standard Price List

Exhibit D1: ***Addendum for alternative RFID vendors***

Exhibit E: Change Order Form

Exhibit F: Notice of Completion Form

Exhibit G: Notice of Corrections Form

Exhibit H: Project Schedule Form

Exhibit I: Standard Software and Service Support Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the dates set forth below.

TECH LOGIC CORPORATION
("Tech Logic")

By:_____
Mark R. Frich
Chief Executive Officer/President

Date: _____, 2003

LIBRARY

By:_____

Date: _____, 2003

Approved as to form:

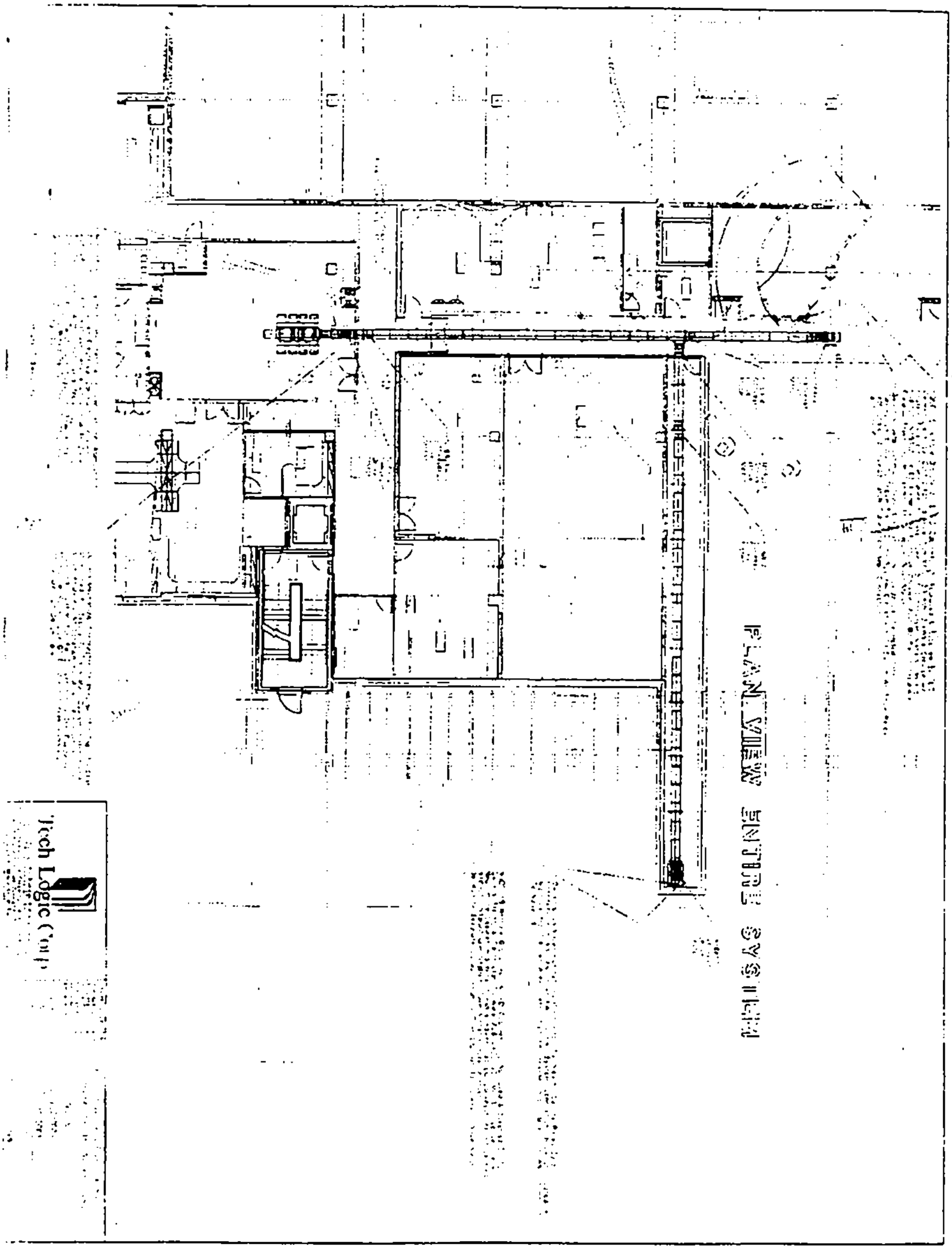
_____
Attorney at Law

EXHIBIT "A"

SYSTEM LAYOUT DRAWINGS AND COMPONENTS

Contract No. 15000068 Contract Date 04/29/2003

Attached System Layout Drawings and Components. Tech Logic Part No. 45004398. Sheets 1 through 6 of 6, dated 03/20/2002.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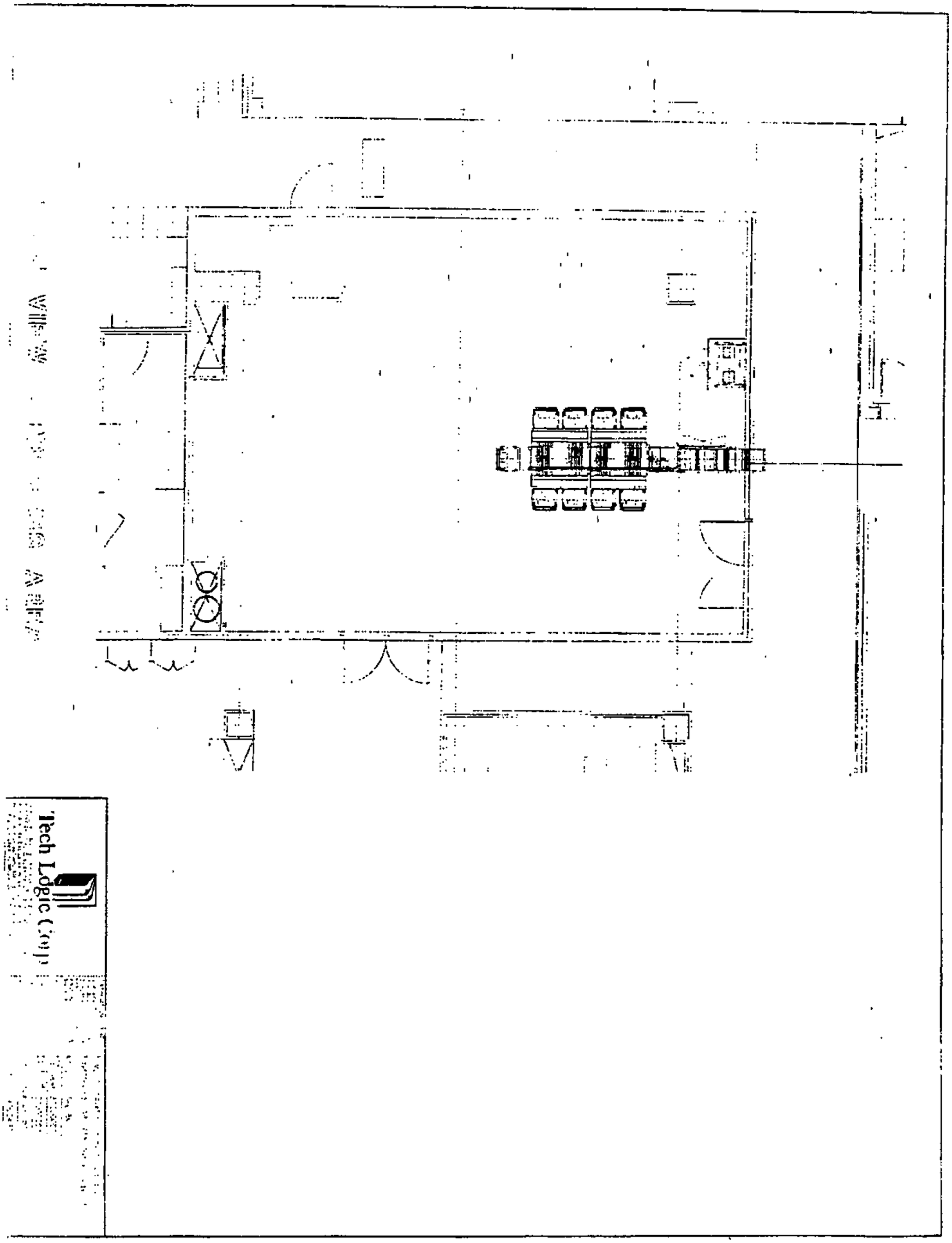
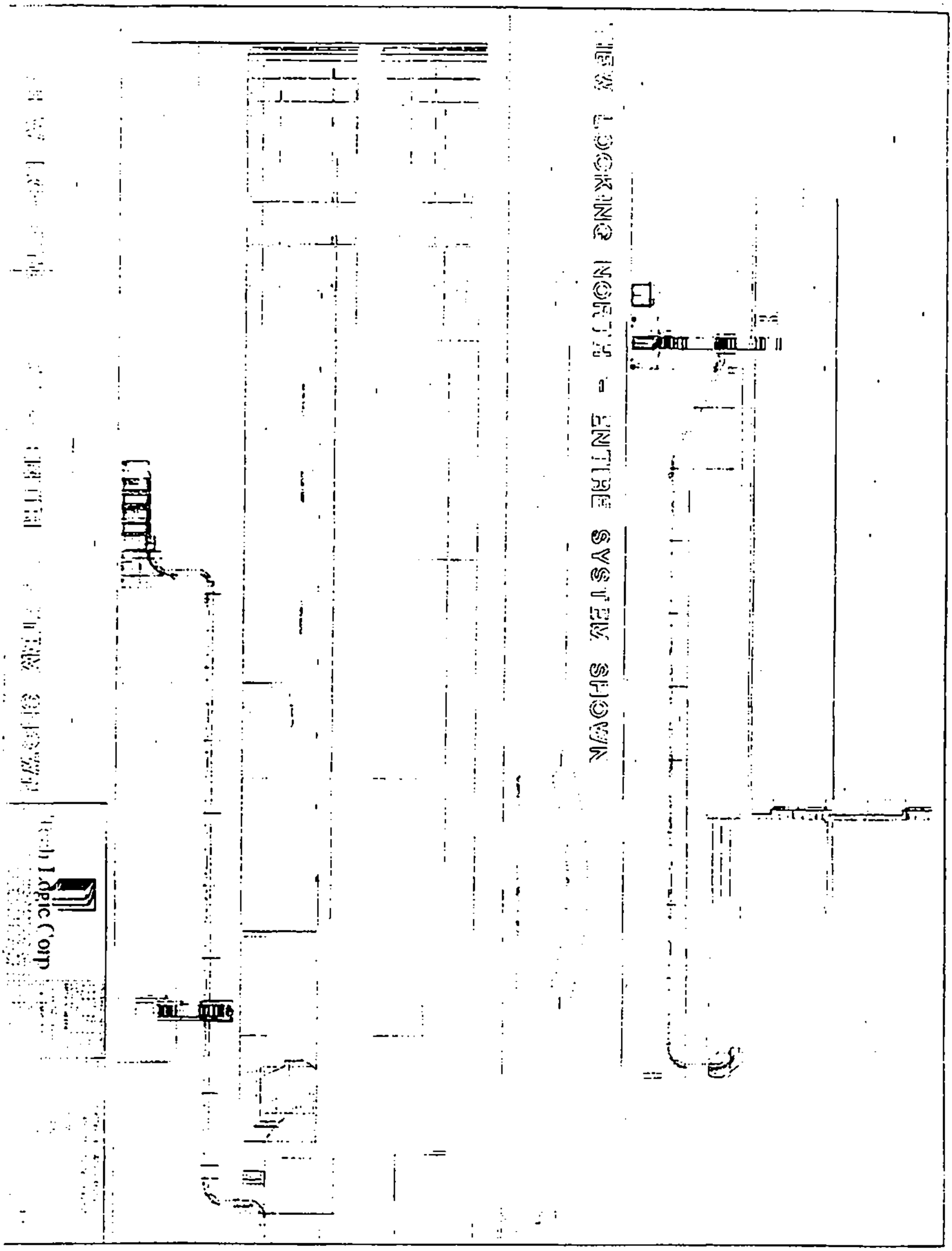
Tech Logic

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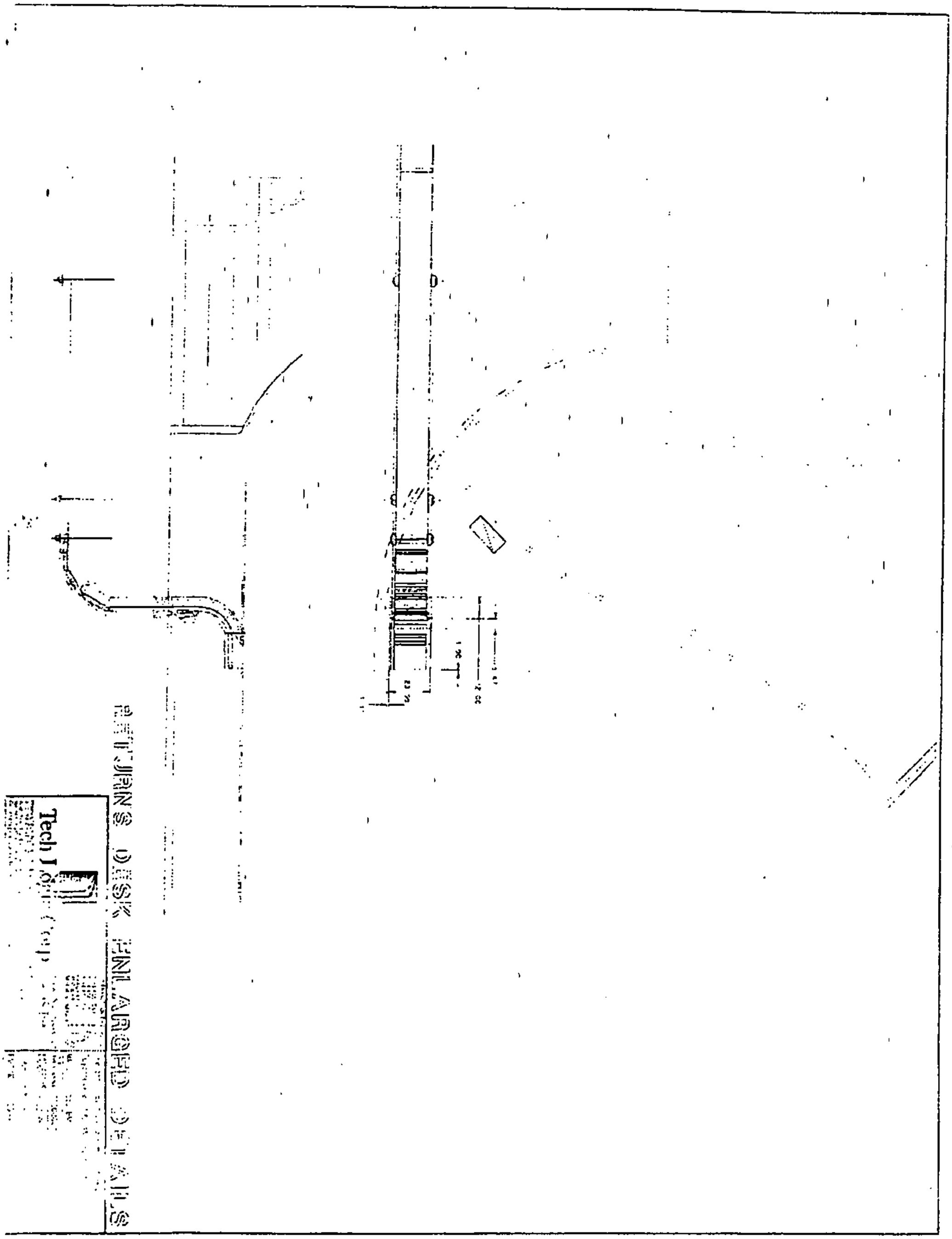
ENTIRE SYSTEM SHOWN
Tech Logic Corp


C
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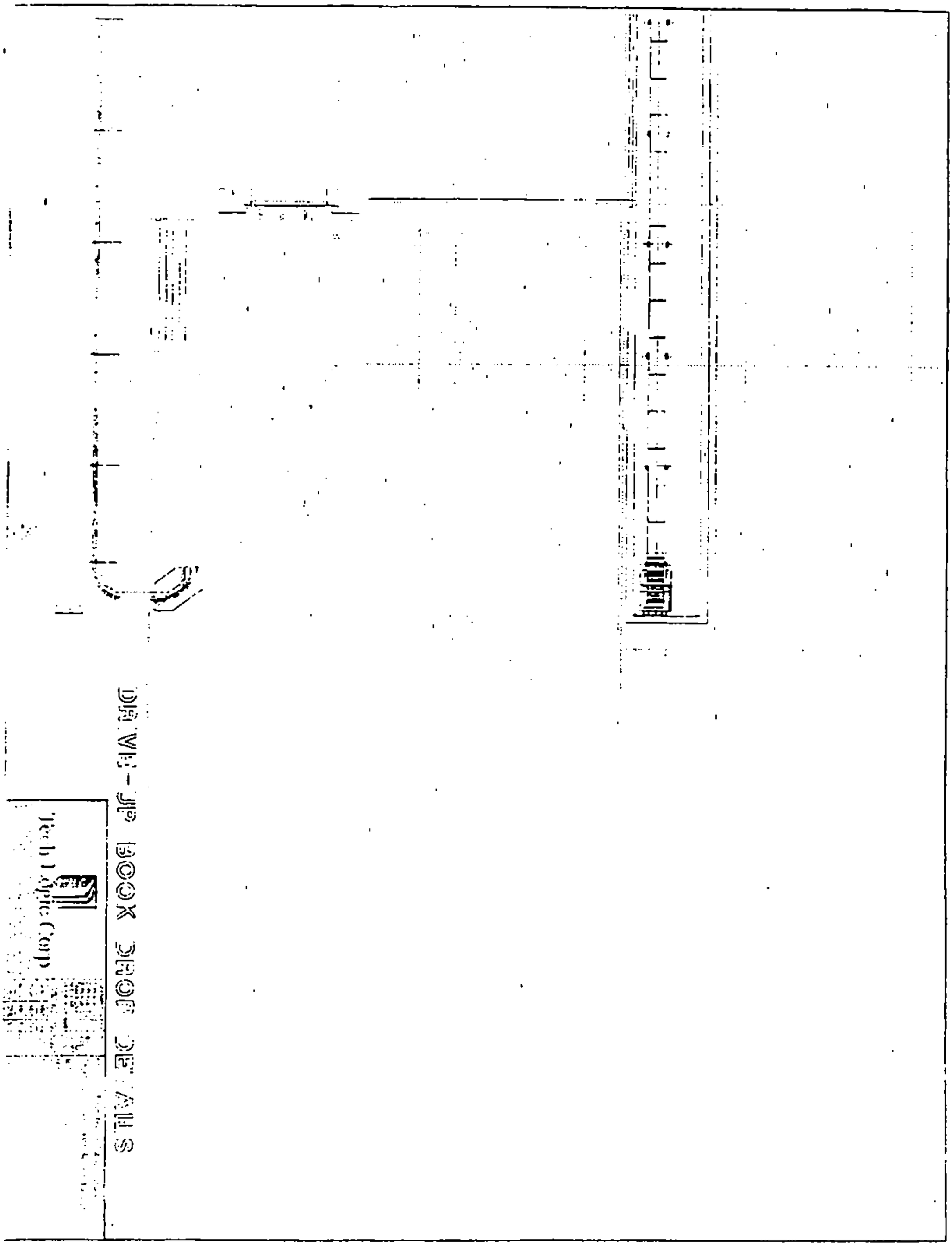
Tech Logic


Tech Logic Corp (op)
Tech Logic
Disk Write - File Index
Copy File Index

Tech Logic
C.10. Page 32

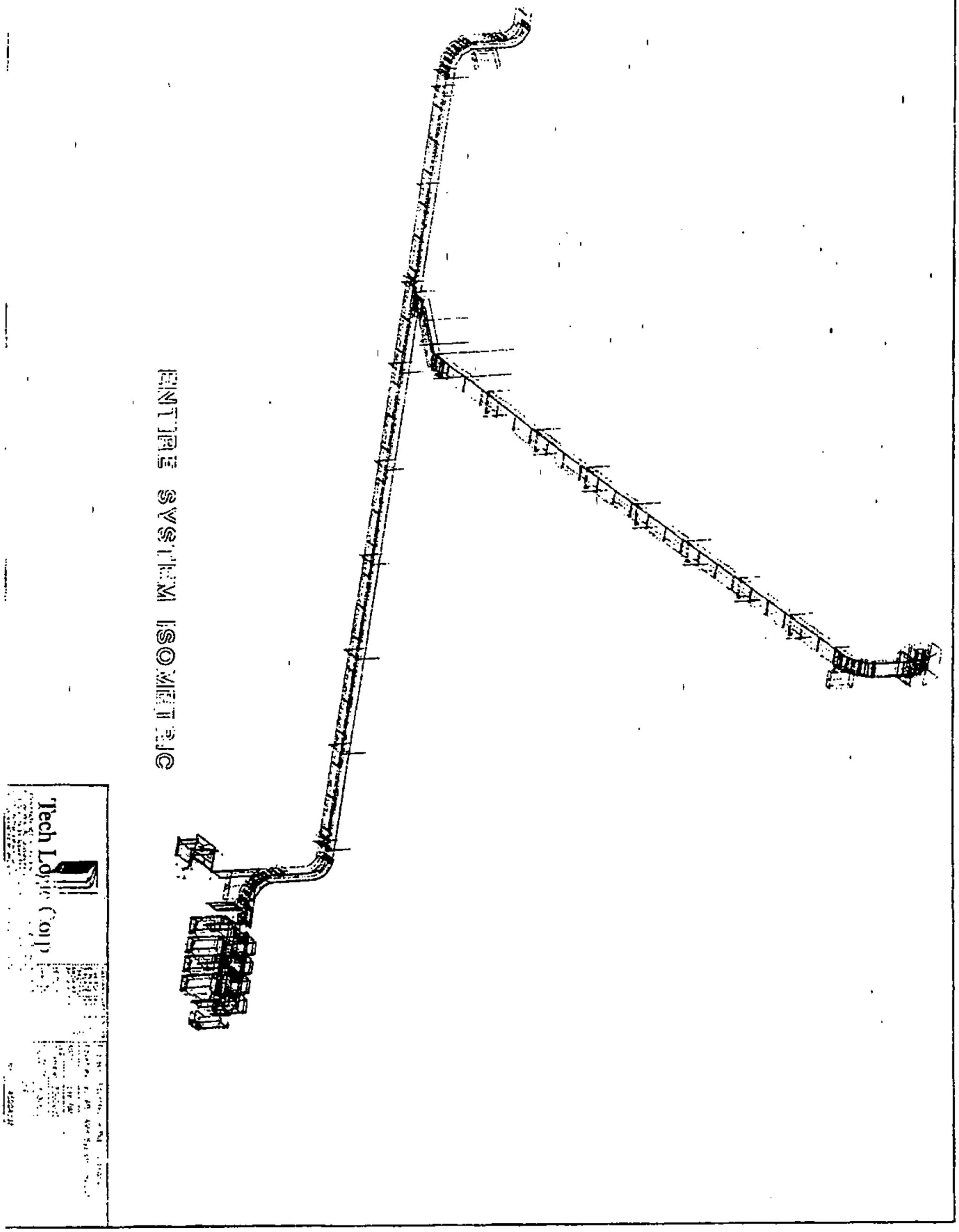


EXHIBIT "B"

DESCRIPTION OF FUNCTIONALITY
Contract No. 15000068 Contract Date: 04/29/2003

The Description Of Functionality is commonly referred to as a "Sequence Of Operations" and describes how the system works from both a controls point of view and mechanical view. It further defines system specifications that provide the Library with a good understanding of anticipated performance objectives. Throughput rates, speeds of moving devices, and reaction times of the system are all best guesses based on previous system performances. This is so because many variables such as network speeds, automated circulation system response times, Library personnel variances in performance and Library collection variables may all have an impact on system throughput rates, speeds and reaction times.

Tech Logic's modular "suite" of software programs are used throughout it's systems. Each system is unique and custom designed to fit the Library's specific environment, yet the basic underlying code is the same from system to system via the modular code. Tech Logic will pick and choose from these modules and link them together into the systems final program. This consistency in programming at the lower level program structure enables Tech Logic to easily upgrade changes to the Library's top level system program as time passes. It is important for the reader to understand that deviations from Tech Logic's standard module functions can produce additional programming costs to the Library.

Tech Logic Corporation (hereinafter referred to as TLC) systems are broken into several major categories each having it's own, unique "sequence of operations". The basic categories are Safety and Emergency Stop Systems, Book Drops and Delivery Systems, Storage Systems, Book Placer Sorting Systems, Distribution Sorting Systems, Patron Reserve Storage Systems, Check-In/Out Systems and Asset Management Systems

A TLC system may consist of one or more of these catagorize in any combination. Therefore, this exhibit includes all of the above mentioned categories even though some of the categories may not apply to the Library's final system composition.

ARTICLE 1
Definition Of Terms

1.01 **"ACS"** means the Library's automated circulation system used for asset tracking, recording, accounting, lending and return software system of library materials.

1.02 **"AMH"** means Automated Material Handling system and is used for all levels of handling sophistication within a TLC System.

1.03 **"ACS Terminal Client"** is the TLC title for the Visual Basic program that resides on the System PC or Library's PC and interfaces the Library's LAV or ACS Software.

1.04 **"Batch File List"** refers to a file that is generated containing books and their characteristics of distribution states such as transit check-in or checked-in, and are virtually associated with the interagency bin's RFID tag.

1.05 **"Book(s)"** shall refer to all materials including but not limited to books, tapes, CD's, DVD's, magazines and all Library items that must generally be handled by the System within the Library environment.

1.06 **"Delivery System"** refers to that portion of the System that receives Books from book drops and transports the Books to the Process Area.

1.07 **"Distribution System"** refers to that portion of the System that delivers Books between Library branches or within a cooperative Library System.

1.08 **"LAV"** refers to the Library's Automation Vendor that has provided the Library with its asset tracking software .

1.09 **"MS"** refers to licensed Microsoft Corporation software that resides on the System PC or the Library's PC. When a PC is purchased by the Library from TLC, the license is transferred to the Library and is considered third party pass through licensing.

1.10 **"MS Software(s)"** refers to software that is purchased by Tech Logic Corporation from Microsoft Corporation for use on the System PC. These softwares are considered "Third Party" and licenses are passed through to the Library at the time of System installation and acceptance.

1.11 **"Process Area"** means that portion of the System that processes the Books for final placement of Books into storage bins, sorted onto book trucks, stored for patron holds, or otherwise acts as a work station for Book check-in or Check-out.

1.12 **"RFID"** means Radio Frequency Identification that is the method of identifying or detecting data stored on a microchip with an antenna. RFID consists of three components; RFID Tag, RFID antenna, and RFID Coupler. The antenna is for amplifying transmission to and from a coupler via radio frequency technology. The coupler receives the data from the RFID Tag and sends a raw data stream via RS-232 connection to a PC and is interpreted by the TLC Software to identify the Library Item that the RFID tag is attached to.

1.13 **"System Item(s)"** refers to numerated system components as described in Exhibit "C" and identified in Exhibit "A".

1.14 **"System PC"** refers to one or more personnel computer "PC(s)" that control all aspects of the System, including but not limited to all the machines within the System and all communication software's that interface with the Library's host computer.

1.15 **"System I/O"** refers to all input and output devices within the System. Inputs (I) include all hardwired electronic signals such as photo-eyes, proximity switches, and other electronic devices that the System PC relies on for System status conditions. Outputs (O) include all hardwired electronic signals to System machine devices such as air valves, motors, lights, and other electronic devices that the System PC controls.

1.16 **"Tag Replication"** is the process of converting industry standard bar-codes into RFID Tags.

1.17 "TLC Code" is programmed instructions written in various computer languages and run via compilation of various softwares that reside on the TLC's System PC or the Library's PC. TLC Code is proprietary property of Tech Logic Corporation and licensed for use to the Library. all as stated within the Software License Agreement.

1.18 "TLC Hot Keys" is a set of predefined quick keys which allows the staff members at the library to quickly toggle to different modes of operations. or application modules.

1.19 "TLC Suite" refers to the underlying program modules that have been written and developed by TLC to quickly and expeditiously assemble whole system top level programs.

1.20 "TLC-HMI" refers to TLC's Human Machine Interface software graphics. TLC-HMI is the visual layer of software code. messages and graphics that the System Operator sees on the System PC.

1.21 "TLC-MI" refers to the TLC Machine Interface and communicates between hardware calls from the TLC-HMI to the instruction sets of various devices in the AMH

1.22 "VB" refers to Microsoft's Visual Basic software which resides on the System PC(s) or the Library's PC(s) and runs TLC Systems via compiled code written by TLC.

1.23 "VB-LAV Interface Software" refers to TLC's lower level VB modular software that interfaces with the ACS. Tech Logic Corporation's interfacing software is designed to interface with the LAV software using TCP-IP using Windows Sockets on well-known or other application ports such as Telnet.

ARTICLE 2
SAFETY, E-STOPS, CONTROL CABINETS AND SYSTEM CONTROL

2.01 Safety features are designed into every aspect of a TLC System. Mechanical Systems and machines are designed with safety guards that are painted OSHA yellow. These guards are labeled and never be removed when the system is powered up and running. Line-shaft conveyor rollers are powered using urethane bands that will stop when touched by human hands.

2.02 Operational Manuals are provided with each TLC System in the form of a CD. These manuals need to be read and studied by all System Operators and Maintenance personnel prior to System operation. The Operation Manuals include many topics including safety. machinery bills of materials. start-up and shut down procedures, maintenance procedures and an extensive disclosure of each control cabinet circuit for each aspect of the system.

2.03 All TLC Systems incorporate a separately wired "closed loop" emergency stop system. The E-Stop Circuit is a hard wired, independently run electrical circuit that has the ability to stop the entire system with the push of a button. It "kills" (cuts power) to all System machines. regardless of where they are located. thereby halting all machine operations. The red mushroom shaped push button is located throughout the system and is designed specifically to offer safety to all

Library personnel. Its function is required by law and should be used only for emergency conditions that may be hazardous to human health and/or damaging to machines or Books within the system. Its design is "Push" to halt, "Pull" to reset. The offending, activated E-Stop within the system must be visited and reset before the system can be started. This key feature of the E-Stop circuit means that the system can not be restarted until all E-Stops within the system are reset. E-Stops are located on system control panels and at additional locations, in small enclosures, as required for adequate personnel safety.

2.04 **Control panels** are located throughout the system and are identified in Exhibit "A" of this Agreement. Control panels provide the system with power distribution to all System Outputs and gather System Inputs for the System PC. Control panels, when required, may have an electrical disconnect, green illuminated "start" button and/or a red mushroom shaped E-Stop button. In all cases, the system can not be started until all disconnects are turned on, all E-Stops are reset, as previously mentioned, and all start buttons are pushed. Should a start button refuse to light green when pushed, then an E-Stop within the system is not reset and/or a power disconnect is not turned on. When all the green start buttons on all system control panels are on and lighted, the system can then be started by the System PC.

2.05 **The System PC(S),** as further described in Exhibit "C", must be compliant with and runs the following software, if required, each having a distinct purpose within the overall System operation:

A.) MS Operating System Windows 2000 Professional
B.) MS Software Visual Basic
C.) VB-LAV Interface Software
D.) ACS Terminal Client
E.) LAV Client
F.) MS-Office 2000 Professional
D.) Remote Proxy

2.06 **When the System PC boots,** it runs on MS Windows 2000 Software as the operating system software. Once Windows 2000 is running and the system has been powered up, as previously mentioned, the operator "double-clicks" on the "Run AMH System" icon which is located on the desk-top and/or within windows "start" menu.

2.07 **From the System Operator's point of view,** all the programs are loaded and run behind the scenes and the only software program visible is TLC-HMI. The TLC-HMI is a dynamic, colored picture of the system that shows all the machinery; conveyors full status, ***SMART BIN® containers*** full status etc. in a manner that is user friendly. Literally, each graphical device changes color as its status changes. For instance, belt conveyors change colors from green to yellow to red depending on their status, which could be empty and stopped, on and moving, or stopped and waiting for upstream traffic to clear. Similarly, the entire system is dynamically changing in the form of status messages and graphical color images. These features are easy for system operators to understand. Once the System PC is booted and all softwares are up and running, the system runs on its own, virtually capable of running unmanned.

2.08 The MS Visual Basic Software programs, written by Tech Logic, are divided up into "mini-programs" each one controlling various portions of the system and communicating with each other. This unique feature provides independent "logic", as can be seen throughout this exhibit.

ARTICLE 3
BOOK DROPS AND DELIVERY SYSTEMS

3.01 **Book Drops And Delivery Systems** consists of book drops and conveyors that deliver books to the Processing area. Book drop doors are monitored via photo-eye switches and when the book drop door is opened, the immediate conveyor starts to run. As books pass through the system, each belt conveyor, equipped with photo-eyes that detect a book's presence, will start and stop based on its "Full/Not-Full" status..

3.02 **The Delivery System** has redundant activities programmed into its logic. It runs the belt conveyors in "accumulate-mode", "run/purge-mode" or "override-mode". The System runs in "run/purge-mode" most of the time and merely delivers books to the processing area as expeditiously as possible. When the Processing Area is busy, say for a few moments, TLC-MI will then slide into "Accumulate-Mode" and proceed to accumulate Books along the conveyor's path. If the Process area continues be busy and unable to accept Books from the Delivery System, TLC-MI will switch into "Override-Mode" operation. "Override-Mode" operation forces all belt conveyors within the delivery system on. Books are then directed to the ***SMART BIN® container*** located in the Process Area that is designated "Overflow".

3.03 **A Delivery System PC** is used on larger Bin, Book Placer and Distribution Systems to maintain continuous operation of the Delivery System. TLC provides two System PC's on larger Systems. This allows the Process Area PC to be stopped and re-booted without affecting the Delivery System. If a separate Delivery System PC is used, it will appear as a second PC within Exhibit "C" and so labeled.

ARTICLE 4
SMART BIN® STORAGE SYSTEMS

4.01 **SMART BIN® Storage Systems** are designed to merely store books in bins in an orderly fashion. They are not designed to check-in books as they have no devices to read bar-codes nor RFID tags. Additionally, the System PC does not communicate with the ACS.

4.02 **The Sequence Of Operations** for a Bin Storage System Process Area starts at the last belt conveyor of delivery system. Books are transferred from the Delivery System belt conveyors and passed onto the Process Area line-shaft and pop-up transfer conveyors. Under ideal conditions this process of belt conveyor to line-shaft conveyor transfer can be as fast as 1-1/2 to 2 seconds per book. Each section of line-shaft conveyor and pop-up transfer, deposits books into the ***SMART BIN® containers*** located along each side of the conveyor, filling them consecutively until all bins are full. If all bins become full, the system will move to "Override-Mode" and deposit the books in the end bin, even though it might be full.

4.03 **The HMI for a *SMART BIN*® Storage System** is the System Operators one source connection to the entire Material Handling System. Its colorful HMI informs the system operator of machine status via Green, Yellow and Red conditions. Each machine and/or conveyor shows up as being idle and empty, in motion or stopped and waiting. It also provides, mouse-type on screen push buttons that allow the system operator to activate/de-activate several machine functions, such as belt conveyor overrides, ***SMART BIN® container*** resets and general inventory reporting.

4.04 **All TLC *SMART BIN*® Storage Systems** are equipped with multiple pager features that allow for over-night, over-filled ***SMART BIN® containers*** paging of key Library personnel. When the Library offers a dedicated phone line to the AMH system, the System PC will page the respective staff person on call and inform that person that the ***SMART BIN®*** Storage System is full or nearly full. The staff person on call merely visits the Library during off hours and replaces the full ***SMART BIN® container*** with an empty one. That person can do this task in minutes. This reduces the size requirements that any given System must be to handle extended weekends.

ARTICLE 5
SMART BIN® SORTING SYSTEMS

5.01 ***SMART BIN*® Sorting Systems** are designed to check-in books and sort them into bins using, the Library's pre-assigned collection codes as the sort criteria. They are designed to use either bar-codes or RFID tags as the identification method. Additionally, the System PC(s) uses TLC's VB-LAV Interface Software to communicate with the ACS for check-in.

5.02 **The Sequence Of Operations** for a ***SMART BIN®*** Storage System Process Area starts at the last belt conveyor of delivery system. Books are transferred from the Delivery System belt conveyors and passed onto the Process Area line-shaft and pop-up transfer conveyors. Under ideal conditions this process of belt conveyor to line-shaft conveyor transfer can be as fast as 1-1/2 to 2 seconds per book.

5.03 **If Loader/Unloader Machines** are included in the System package, the Loader/Unloader machine(s) will act as delivery system buffers and remote system automatic loading of Cordless ***SMART BIN®*** containers. These machines have two basic modes. Load or Unload. The System PC will switch from mode to mode to maintain an even flow of materials to the sorting area.

5.04 **If a Sizing/Squaring Machine** is included in the System package, Books are moved from the Loading/Unloading machine area to the Sizing/Squaring Machine wherein Books are squared and checked for over and under size conditions. If a Book is outside of the systems size range, it is rejected into an adjacent ***SMART BIN®*** container which also serves as the "Overflow" bin.

5.05 **If Bar-Code is the identification method and if the Library's collection has bar-codes on both sides of the Book,** then an omni-directional "top-side-only" style scanner is used and positioned directly over a line-shaft conveyor section for book identification. If the scanner finds a bar-code, the book is processed per section 5.08 of this article. If a bar-code is not found, the Book is rejected and sent to the systems end reject ***SMART BIN®*** container.

5.06 **If Bar-Code is the identification method and if the Library's collection has bar-codes on only one side of the Book,** then once the book has passed the Sizing/Squaring Machine, it is conveyed into the Book Rotating and Bar-Code Scanning Machine. Dual bar-bode scanners, mounted above and below the conveyor, try to read the Book's bar-code as it moves along its length. The scanners can only read bar-codes that are orientated "picket-fence" to the conveyors length. If the scanners do not find a bar-code, the book is then rotated 90 degrees and proceeds back towards the Sizing/Squaring machine for a second try at finding the bar-code. If the scanners find a bar-code on the second pass the conveyor is again reversed and the book is conveyed back onto the rotator. In the case of a Dual-Rotating Quad Bar-Code Scanning machine, the book proceeds to the next Rotating Station. In either case, if no bar-code is found the book is rejected and moves to the end "reject" ***SMART BIN®*** container. Once a bar-code has been recognized, the bar-code is processed per section 5.08 of this article.

5.07 **If RFID Tag is the identification method ,** then once the book enters the Sizing/Squaring Machine, it is scanned by the RFID Antenna which is located 4" above the Sizing/Squaring Machine line-shaft roller bed. RFID check-in style ***SMART BIN®*** container Bin Sorting Systems do not need a Book Rotating Machine. If no RFID tag is found the book is rejected and moves to the end "reject" ***SMART BIN®*** container. Once an RFID tag has been recognized, the bar-code is processed per section 5.08 of this article.

5.08 **Processing a Book is similar for both bar-code and RFID tags** and takes the following software steps to determine shelf sortation:

A. TLC-HMI Software determines if the bar-code or RFID tag is valid before it tries to process the data, if its not valid the book is tagged "Reject" and the system then tracks its destination to the end ***SMART BIN®*** container for rejection.

B. If the bar-code or RFID tag is valid, TLC-HMI then assembles the LAV "request" string that is written in 3M Companies standard protocol rev 2.0 w/ Tech Logic extensions.

C. The "request" string is then passed to the LAV via TCP-IP network communications.

D. Once the Book's bar-code or RFID tag is processed by the Library's LAV, in other words "Checked-In", the LAV sends a "return" string back to TLC-HMI software via the LAV-VB Software Interface. The "return" string, also written in 3M Standard Interface Protocol (SIP), and includes the necessary data to perform sortation. The data required from the LAV includes the following fields of data and is considered TLC's 3M Protocol w/ extensions:

(1) Collection Code
(2) Call Number
(3) Item Type Code
(4) Agency Destination
(5) Patron Name (only if Book is on reserve)

E. TLC's MI then directs, tracks, conveys and transfers the Book to the correct ***SMART***

BIN® container.

ARTICLE 6
BOOK PLACER SORTING SYSTEM

6.01 Book Placer Sorting Systems are designed to check-in books and sort them onto industry standard book trucks and/or into *SMART BIN*® containers using the Library's pre-assigned collection codes as the sort criteria. Book Placer Sorting Systems may or may not incorporate *SMART BIN*® containers and is determined by the Library and TLC as stated in exhibit "C" of this contract. They are designed to use either bar-codes or RFID tags as the identification method. Additionally, the System PC(s) use TLC's VB-LAV Interface Software to communicate with the ACS for check-in.

6.02 The Sequence Of Operations for a Book Placer Sorting System Process Area starts at the last belt conveyor of the delivery system. Books are transferred from the Delivery System belt conveyors and passed onto the Process Area line-shaft and pop-up transfer conveyors. Under ideal conditions this process of belt conveyor to line-shaft conveyor transfer can be as fast as 1-1/2 to 2 seconds per book. Sizing/Squaring and Book Rotating Machine rates can vary from 2 seconds to 8 seconds while the average rate of a Book Placer machine will range from 10 to 25 seconds depending on how full the book truck shelf is. The art of properly sizing a system for top end rates will vary depending on all the aforementioned criteria as previous stated in this exhibits preamble.

6.03 If Loader/Unloader Machines are included in the System package, the Loader/Unloader machine(s) will act as delivery system buffers and remote system automatic loading of Cordless *SMART BIN*® containers. These machines have two basic modes, Load or Unload. The System PC will switch from mode to mode to maintain an even flow of materials to the sorting area.

6.04 If a Sizing/Squaring Machine is included in the System package, Books are moved from the Loading/Unloading machine area to the Sizing/Squaring Machine wherein Books are squared and checked for over and under size conditions. If a Book is outside of the systems size range, it is rejected into an adjacent *SMART BIN*® container which also serves as the "Overflow" bin.

6.05 If Bar-Code is the identification method and if the Library's collection has bar-codes on only one side of the Book, then once the book has passed the Sizing/Squaring Machine, it is conveyed into the Book Rotating and Bar-Code Scanning Machine. Dual bar-bode scanners, mounted above and below the conveyor, try to read the Book's bar-code as it moves along its length. The scanners can only read bar-codes that are orientated "picket-fence" to the conveyors length. If the scanners do not find a bar-code, the book is then rotated 90 degrees and proceeds back towards the Sizing/Squaring machine for a second try at finding the bar-code. If the scanners find a bar-code on the second pass the conveyor is again reversed and the book is conveyed back onto the rotator. In the case of a Dual-Rotating Quad Bar-Code Scanning machine, the book proceeds to the next Rotating Station. In either case, if no bar-code is found the book is rejected and moves to the end "reject" *SMART BIN*® container. Once a bar-code has been recognized, the bar-code is processed per section 6.07 of this article and proceeds to the

Book Rotating Machine.

6.06 **If RFID Tag is the identification method ,** then once the book enters the Sizing/Squaring Machine. it is scanned by the RFID Antenna which is located 4" above the Sizing/Squaring Machine line-shaft roller bed. RFID check-in style Book Placer and/or ***SMART BIN®*** container Sorting Systems still need a Book Rotating Machine. RFID style Systems do not need a Dual Book Rotating Machine. If no RFID tag is found the book is rejected and moves to the end "reject" ***SMART BIN®*** container. Once an RFID tag has been recognized. the bar-code is processed per section 6.07 of this article.

6.07 **Processing a Book is similar for both bar-code and RFID tags** and takes the following software steps to determine shelf sortation:

A. TLC-HMI Software determines if the bar-code or RFID tag is valid before it tries to process the data, if its not valid the book is tagged "Reject" and the system then tracks its destination to the end ***SMART BIN®*** container for rejection.

B. If the bar-code or RFID tag is valid, TLC-HMI then assembles the LAV "request" string that is written in 3M Companies standard protocol rev 2.0 w/ Tech Logic extensions.

C. The "request" string is then passed to the LAV via TCP-IP network communications.

D. Once the Book's bar-code or RFID tag is processed by the Library's LAV, in other words "Checked-In", the LAV sends a "return" string back to TLC-HMI software via the LAV-VB Software Interface. The "return" string, also written in 3M Standard Interface Protocol (SIP), and includes the necessary data to perform sortation. The data required from the LAV includes the following fields of data and is considered TLC's 3M Protocol w/ extensions:

(1) Collection Code
(2) Call Number
(3) Item Type Code
(4) Agency Destination
(5) Patron Name (only if Book is on reserve)

E. TLC's MI then directs, tracks, conveys and transfers the Book to the correct Book Placing Machine and/or ***SMART BIN®*** container.

6.08 **TLC's VB-MI program "track"** the Books as they proceed downstream on the line-shaft conveyor towards each Book Placing Machine. The line-shaft conveyor employs pop-up transfer style diverters along its conveying path. These transfers divert the Book into the Book Placer's Receiver. Once the Book Placer has a book it then places the book on the book truck and the process is finalized. The TLC-HMI allows the system operator to lower Book Truck Tilting Machine at will or as they become full.

6.09 **TLC-HMI is the System Operators** one source connection to the entire Material Handling System. Its colorful TLC-HMI informs the System Operator of machine status via Green. Yellow and Red conditions. Each machine and/or conveyor shows up as being idle and empty, in motion or stopped and waiting. It also provides Mouse-type on screen push buttons that allow the System Operator to activate/de-activate several machine functions, such as belt conveyor overrides. ***SMART BIN®*** container resets, and general inventory reporting.

ARTICLE 7
DISTRIBUTION SYSTEMS

7.01 **The Distribution System functions as the "main hub"** for inter-branch and/or cooperative Library transit sorting systems. The TLC Cordless ***SMART BIN®*** container is the primary method of Book handling between the a Library's branches and/or cooperative Library's. The Cordless ***SMART BIN®*** container is designed to replace the traditional "stacked" plastic tote technology with ergonomic, electric operated Cordless ***SMART BIN®*** containers that can be automatically loaded and unloaded by TLC's Loader/Unloader Machine or manually by hand. The Distribution System tracks Books as they move between branches or Library's within a cooperative.

7.02 **The TLC Bin Distribution Client/Server Software Suite** automates the distribution of materials between branch and/or cooperative Library's. When ever a Cordless ***SMART BIN®*** container is filled, a batch file list is generated. This batch file list contains all of the items contained within the Cordless ***SMART BIN®*** container and is then tracked throughout the system. When the Cordless ***SMART BIN®*** container reaches its destination, the entire bin contents are checked in, automatically within seconds. This batch transit check-in greatly speeds up the operations at distribution centers, branch and mini-branch locations.

7.03 **The Distribution System Sequence Of Operations** includes a TLC Server PC running at the main Distribution System and one (1) TLC Client PC at each branch and/or cooperative location. The Distribution System is based on RFID tag technology that allows for invisible identification of Cordless ***SMART BIN®*** container library Books. The following chain of events describes the system as it functions at various levels:

A. An RFID antenna reads materials as a staff member and/or the distribution system machinery loads the Cordless ***SMART BIN®*** containers. A virtual batch file is generated as the bin is filled. Once the Cordless ***SMART BIN®*** container is full, the batch file list is associated to the bin's RFID card. Each Cordless ***SMART BIN®*** container within the Distribution System has its own bin number and is always associated to the bin RFID card. This asset tracking method all but eliminates lost or misplaced items within the Distribution System.

B. When the Cordless ***SMART BIN®*** container reaches its destination, the bin RFID card is read by the transit check-in station and/or branch unloading machinery and the bin's entire contents are transit checked in via the Server batch file. Once all bin contents are

batch checked in, the operator removes books out of the bin passing them over the check-in station's RFID antenna. The stand-alone RFID check-in station will annunciate what the operator is to do with the item.

(1) If the Book remains at the branch and is to be shelved, the check-in station does not make any audible sounds.

(2) If the book is on hold the check-in station will make an audible sound indicating to the operator that the book is on reserve. At the same time, the check-in station will print a receipt with the patrons name.

(3) If the book is to be put back into transit the check-in station will make an audible sound indicating to the operator that the book needs to go back to the main distribution center for re-route. The operator then puts the transit check-in book into a Cordless ***SMART BIN®*** container and uses the same process as (2) above.

C. The standalone branch transit check-in is equipped with a printer that will print the following reports:

(1) Entire Bin Contents List

(2) Patron Holds List

(3) Destination Route Change List

ARTICLE 8
RFID CHECK-IN/CHECK-OUT SYSTEMS

8.01 **TLC is a North American Partner Of TagSys,** a French based company formally owned by Gemplus, France. TagSys is a world class supplier of RFID tags and hardware that reads the RFID tags. TLC buys, uses in it's products and has otherwise developed many innovative RFID Check-in and Check-out Library material handling workstations using this technology. RFID's advantage over industry bar-code technology provides the Library with ergonomic, invisible and fast identification of Library items.

8.02 **TLC Uses TagSys RFID Technology** along with TLC Software, Check-in and Check-out workstations, Tag Replication workstations and Asset Management Software to increase the efficiencies within the Library realm. Key to the implementation of the RFID technology into the Library arena is TLC's Software Suite and it's interfaces with most LAV's. Specifically, TLC uses standard 3M SIP 1.0, 2.0 or 2.0 w/ TLC extensions to interface with the ACS. The International Standards Organization (ISO) is very close to releasing the NISO standard which will replace the 3M SIP protocol. Tech Logic will adopt this standard as each LAV releases it's version of NISO.

8.03 **The Sequence Of Operations** for each Check-in and Check-out product is explained as follows:

A. **The Combo (Self or Assist) Check-Out Workstation** is a unique Patent Pending concept that TLC has developed to eliminate the need for remote, common place "self check-out" workstations. Combo workstations incorporate dual, back to back, flat touch-screen monitors that are placed along circulation and check-out counters within the Library. Along the side of each dual touch screen is an "under the counter mounted" antenna that allows patrons the ability to "self or assist" check-out stacks of Books within seconds. This method of check-out is ten to fifteen times faster than conventional self or staff type check-out workstations. Additionally, the RFID tag is also used as the Patron's card. In other words, the TagSys RFID tag is used to identify both Books and Patron cards. The same hardware that reads and writes the tags is also used to read and write the Patron smart card. The Combo workstation works as follows:

(1) When the Patron walks up to the outside of the Combo workstation, he/she sets a stack of books along with their patron card on the antenna area. The flat-touch screen monitor on the Patron's side of the counter informs the Patron that their account is ok and to press the check-out button. When the patron presses the ok button, all books in the stack are checked out within seconds.

(2) At check-out each Book's RFID tag has it's theft bit disabled. The RFID tag's theft bit must be turned off before a Patron may leave the Library. Each Library exit door is retrofitted with a set of TagSys security pedestals. The Pedestals look for theft bits that not turned off. If a tag's theft bit is still on, the security gate will sound an alarm informing the Library staff that an item is being stolen.

(3) The TagSys method of security is extremely fast due to the low overhead of reading only one bit within the whole tag's word. A typical set of pedestal security gates can read up to fifty books per second.

(4) If a Patron has a problem with their account when using the Combo station, a Library staff member behind the counter can disable the Patron's monitor, switch to the ACS software package and fix the Patron's account using their normal ACS Terminal Client software.

(5) When the Patron's account has been fixed, the staff member merely presses a function key that re-enables the Patron's monitor.

(6) The entire Combo workstation is intuitive for both the Patron and the Library staff person. One staff person can monitor and manage up to 4, 5 or 6 Combo stations along a typical circulation desk. This savings in labor benefits the Library by allowing the staff to work with Patrons outside of the circulation desk.

B. **The RFID Self Check-Out Workstation** is similar to the Combo workstation and is recommended for use in areas that are remotely located to the service or circulation work desk. Self check-out workstations are ideal for places where the Library feels that their Patrons can deal with self check-out conditions that arise, such as overdue books and other flags that may not permit a Patron to fully transact a self check-out. TLC believes

that the Library is the best judge as to whether or not their Patrons are willing to except the possibilities of personal account problems. In such a case, the RFID Self Check-out Workstation Software will ask the Patron to seek help at the service or circulation desk..

C. **The RFID Staff Workstation** consists of an under-desktop antenna and coupler that allows staff personnel the ability perform back room reading, writing and general collection management duties. TLC Software Suite empowers staff personnel with the following RFID tag and general collection maintenance features:

(1) Writing and locking collection code ID's to the tag

(2) Reading collection code RFID tag ID's

(3) Checking-in or out Books using the TLC VB-LAV Interface Software

(4) All other functions that normal back-room staff may be required to perform.

D. **The RFID Replicating Workstation** allows staff members to easily convert existing bar-coded Books to RFID tagged Books. Tag Replication a three-step process. It entails placing the RFID tag and sticker in the book, scanning the bar code located on the book, and finally writing the scanned barcode to the RFID tag. The workstation consists of a PC running TLC VB Software Suite, an RFID Antenna, RFID coupler, a bar code scanner, two label dispensers; one with RFID tags and one the Library's Logo/Public message or information. The following is the Tag Replication Sequence of Operation:

(1) The process starts with a set of two label dispensers. The first label dispenser automatically dispenses one sticker of the libraries choice. That label is removed from the label roll and another label is automatically dispensed or advanced out to a limit switch. The library label is then placed on the RFID tag on the platen of the RFID label dispenser. Both labels are adhered together and removed, and the tags are placed on the inside back cover of the book, being careful to place the tag directly on the book and not on the book protector and within a 60mm square area position of eight possible positions alternately at the lower left-hand corner.

(2) The items that have an RFID tag and library label are now ready to be scanned by the barcode scanner connected to the PC that is running the Tag Replication software. To scan the barcode, simply swipe the item containing the barcode under the bar code scanner. The scanned bar code number appears in a text box in the Write Tags module of the ACS Terminal program.

(3) The staff person places the book on the RFID antenna and then presses OK, as an answer to the prompt "Is this number correct?" If the number is not correct, the number maybe also be entered manually or re-scanned with the bar code scanner.

(4) The RFID tag is than written and the RFID coupler does a verification that the

tag was written and that the number written is correct when compared with the number that was scanned by the bar code scanner. If the number is not correct. it should be re-scanned and rewritten to the RFID tag. The station is now ready to write the next tag.

ARTICLE 9
ASSET MANAGEMENT SYSTEMS

9.01 **TLC ACS Interface Software** includes inventory management and comparison software that utilizes the hand held inventory scanner for quick reading of all Library RFID tags. The TagSys inventory wand is currently under design,modification and will be re-released during 2002. Please contract Tech Logic for details.

EXHIBIT "C"

SYSTEM PRICING, COMPONENT DESCRIPTION AND CONTRACT AMENDMENT SCHEDULE

Contract No. 15000068 Contract Date: 5-4-03 Last Revision Date: 5-4-03

Item No	Quantity Ordered	Quan This Shipment	Total Quan Received	Part No.	Amendment	Contract Terms	Part Description	Price Each	Dis %	Total Price Custom "C" Products	Total Price Stock "S" Products
							Exterior Book Drop Conveyor Leg Components (Node-18) - "A"				
1	1	0	0		0	C	"Hands-Free" 24 Hour Book Return Service Center (False Security Camera)	$12,699	11	$11,302	$0
2	1	0	0		0	C	Decorator's Free-Standing Hands-Free Book Drop Enclosure	$10,368	11	$9,228	$0
3	1	0	0		0	C	12'-2" Long Vertical Reversing-Decline Sandwich-Style Belt Conveyor	$27,643	11	$24,602	$0
4	1	0	0		0	C	79'-0" Long Horizontal Ceiling Supported Belt Conveyor	$21,654	11	$19,272	$0
5	1	0	0		0	C	17'-8" Long 25° Incline Ceiling Supported De-Shingling Belt Conveyor	$16,026	11	$14,263	$0
6	1	0	0		0	C	"Hands-Free" Book Drop I/O, 208 Vac 3-Phase 30 Amp Disconnect, & Triple Belt Conveyor Drive, UL Labeled Control Cabinet (Node-18)	$9,750	11	$8,678	$0
7	1	0	0		0	C	Installation Of Exterior Book Drop Leg	$22,500	11	$20,025	$0
							Sub-Total Components - "A"			$107,370	$0
							Interior Book Drop Conveyor Leg Components (Node-16) - "B"				
8	1	0	0		0	C	12' 0" Long Vertical Decline Sandwich-Style Belt Conveyor	$23,989	11	$21,350	$0
9	1	0	0		0	C	21'-10" Long Horizontal Ceiling Supported Belt Conveyor	$12,220	11	$10,876	$0
10	1	0	0		0	C	58'-4" Long Horizontal Ceiling Supported Belt Conveyor w/ Merge	$18,104	11	$16,113	$0
11	1	0	0		0	C	12'-6" Long Vertical Decline Sandwich-Style Belt Conveyor	$24,796	11	$22,068	$0
12	1	0	0		0	C	Remote I/O, 208 Vac 3-Phase 30 Amp Disconnect, & Quadruple Belt Conveyor Drive, UL Labeled Control Cabinet (Node-16)	$8,067	11	$7,180	$0
13	1	0	0		0	C	Installation Of Interior Book Drop Leg	$20,000	11	$17,800	$0
							Sub-Total Components - "B"			$95,387	$0
							9 Bin Sort RFID Processing Area Components (Node-1) - "C"				
14	1	0	0		0	C	Main System Control Cabinet & 208 Vac, 3-Phase, 200 Amp Disconnect	$11,367	11	$10,117	$0
15	1	0	0		0	C	2' Long Drive-Type Line-shaft Conveyor Section (As Conveyor Only)	$5,685	11	$5,060	$0
16	5	0	0		0	C	Air Operated Pop-Up Stop Book Straightener	$1,370	11	$6,097	$0
17	1	0	0		0	C	TagSys RFID Reader Package	$10,119	11	$9,006	$0
18	1	0	0		0	C	4' Long Line-Shaft w/ Dual "Double" Transfer, Drive-Type Conveyor Module	$19,293	11	$17,176	$0

Item No	Quantity Ordered	Quan This Shipment	Total Quan Received	Part No.	Amendment	Contract Terms	Part Description	Price Each	Dis %	Total Price Custom "C" Products	Total Price Stock "S" Products
19	1	0	0		0	C	Quad Cordless Smart Bin® Container Control Cabinet w/ Line-Shaft Drive	$9,974	11	$8,877	$0
20	1	0	0		0	C	4' Long Line-Shaft w/ Dual "Wide" Transfer, Intermediate-Type Conveyor Module	$19,067	11	$16,970	$0
21	1	0	0		0	C	Quintuple Cordless Smart Bin® Container Control Cabinet w/ Line-Shaft Drive	$11,354	11	$10,105	$0
22	14	0	0		0	C	125 Capacity Cordless Smart-Bin™ Storage Machine	$3,673	11	$45,766	$0
23	8	0	0		0	C	Transfer Style Dual Cordless Smart-Bin™ Retractable Discharge Chute	$2,052	11	$14,610	$0
24	1	0	0		0	C	Line-Shaft "End-Style" Retractable Discharge Chute	$2,017	11	$1,795	$0
25	1	0	0		0	C	Start, E-Stop, Power & I/O Single Cordless Smart-Bin™ Control Pendent	$659	11	$587	$0
26	8	0	0		0	C	E-Stop, Power & I/O Single Cordless Smart-Bin™ Control Pendent	$575	11	$4,094	$0
27	1	0	0		0	C	E-Stop Control Pendent	$289	11	$257	$0
28	1	0	0		0	C	Non-Muffler Style Line-Shaft Conveyor End Support	$824	11	$733	$0
29	1	0	0		0	C	Dual-Air-Filter, Pressure Control & System Dump Valve Package	$1,343	11	$1,195	$0
30	1	0	0		0	C	Dark Plastic Conveyor End Guard	$239	11	$213	$0
31	1	0	0		0	C	Medium-IQ Multi Bin System III, V & VII PC, TLC-VB Software & License	$17,188	11	$15,297	$0
32	1	0	0		0	C	Installation Of Cordless Smart-Bin 5 Sort Process Area	$12,000	11	$10,680	$0
33	1	0	0		0	C	Travel, Training & 1st Year Warranty Service	$9,000	11	$8,010	$0
										Sub-Total Components - "C"	$186,645	$0
										Total Custom and Stock System Prices	$389,402	$0
										Total System Price (Custom and Stock) = A+B+C	$389,402	
										Performance Bond(If Required): Bond, Agent Expenses & Clerical (4% of 40% of Total- See Contract)	$6,230	
										Total Contract Price (Including Bond)	$395,632	

This Shipment Received By:_____ Date Received:_____

EXHIBIT "D1"

ADDENDUM FOR ALTERNATIVE RFID VENDORS
Contract No. 15000068 Last Revision Date: 5/05/2003

The parties hereby acknowledge that:

RFID systems and components referenced in Exhibits C and D herewith comprise products of Tech Logic's business partner, Tagsys, S.A. (Tagsys);

Such Tagsys RFID systems and components are preferred by Tech Logic for use in and with Tech Logic Systems; and

Notwithstanding such preference, Library may at its discretion select an RFID vendor other than Tagsys, conditioned upon Library's recognition and agreement that (i) costs pertaining thereto may increase or decrease consistent with market prices then existing for such alternative systems and components, and (ii) such market prices shall supersede any and all prices stated or otherwise quoted for Tagsys products.

* * *

TECH LOGIC CORPORATION
("Tech Logic")

By:

Mark R. Frich
Chief Executive Officer/President

Date: , 2003

LIBRARY

By:

Date: , 2003

Approved as to form.

_____
Attorney at Law

EXHIBIT "D"

TECH LOGIC STANDARD PRICE LIST
Contract No. 15000068 Last Revision Date: 2/24/2003

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NOTE: ALL PRICES STATED RELATIVE TO RFID ARE SUBJECT TO CHANGE. PLEASE CONSULT TECH LOGIC FOR CURRENT AND CORRECT PRICING OF ANY AND ALL RFID-RELATED SYSTEMS AND COMPONENTS.

BOOK PROCESSING PACKAGED SYSTEMS

(Note: Book Placer Systems do NOT include delivery systems. They are presented for budgetary purposes only and may very substantially in price depending on the size of the delivery system required. Please consult Tech Logic for details and pricing.)

System Description	Part No.	Net Price
Low-IQ Petite System I ("Hands-Free" Book-Drop, Sandwich Conveyor, ***SMART BIN®*** container & Low-IQ PC)	35003041	$66,307
Low-IQ Petite System II ("Hands-Free" Book-Drop, Sandwich Conveyor, Dual ***SMART BIN®*** containers & Low-IQ PC)	35003042	$81,870
Med-IQ RFID-Check-In Petite System I ("Hands-Free", Sandwich Conv. RFID, ***SMART BIN®*** container & Med-IQ PC)	35003043	$76,363
Med-IQ RFID-Check-In Petite System II ("Hands-Free", Sandwich Conv. RFID. Dual ***SMART BIN®*** containers & Med-IQ PC)	35003044	$93,122
Low-IQ Multi-Bin System III ("Hands-Free" BD, Z-Conv, LS-Transfer, 3-***SMART BIN®*** containers & Low-IQ PC)	35003045	$130,738

System Description	Part No.	Net Price
Low-IQ Multi-Bin System V ("Hands-Free" BD. Z-Conv. LS-Transfer. 5-*SMART BIN*® containers & Low-IQ PC)	35003046	$179.519
Low-IQ Multi-Bin System VII ("Hands-Free" BD. Z-Conv. LS-Transfer. 7-*SMART BIN*® containers & Low-IQ PC)	35003047	$229.996
Med-IQ RFID-Check-In Multi-Bin System III ("Hands-Free". Z-Conv. LS-Transfer. RFID. 3-*SMART BIN*® containers & Med-IQ PC)	35003048	$140.856
Med-IQ RFID-Check-In Multi-Bin System V ("Hands-Free". Z-Conv. LS-Trans. RFID. 5-*SMART BIN*® containers & Med-IQ PC)	35003049	$189.637
Med-IQ RFID-Check-In Multi-Bin System VII ("Hands-Free". Z-Conv. LS-Trans. RFID. 7-*SMART BIN*® containers & Med-IQ PC)	35003050,	$240.114
Hi-IQ Book Placer System BC-12 (12-Sort Bar-Code Style Book Placer System & Hi-IQ PC)	35003051	$263.188
Hi-IQ Book Placer System BC-24 (24-Sort Bar-Code Style Book Placer System & Hi-IQ PC)	35003052	$331.138
Hi-IQ Book Placer System BC-36 (36-Sort Bar-Code Style Book Placer System & Hi-IQ PC)	35003053	$398.329
Hi-IQ Book Placer System BC-48 (48-Sort Bar-Code Style Book Placer System & Hi-IQ PC)	35003054	$465.521
Hi-IQ Book Placer System BC-60 (60-Sort Bar-Code Style Book Placer System & Hi-IQ PC)	35003055	$532.713
Hi-IQ Book Placer System BC-72 (72-Sort Bar-Code Style Book Placer System & Hi-IQ PC)	35003056	$599.905
Hi-IQ Book Placer System BC-84 (84-Sort Bar-Code Style Book Placer System & Hi-IQ PC)	35003057	$667.095
Hi-IQ Book Placer System BC-96 (96-Sort Bar-Code Style Book Placer System & Hi-IQ PC)	35003058	$734.289
Hi-IQ Book Placer System BC-108 (108-Sort Bar-Code Style Book Placer System & Hi-IQ PC)	35003059	$801.840
Hi-IQ Book Placer System RFID-12 (12-Sort RFID Style Book Placer System & Hi-IQ PC)	35003060	$250.430
Hi-IQ Book Placer System RFID-24 (24-Sort RFID Style Book Placer System & Hi-IQ PC)	35003061	$318.379

System Description	Part No.	Net Price
Hi-IQ Book Placer System RFID-36 (36-Sort RFID Style Book Placer System & Hi-IQ PC)	35003062	$385.572
Hi-IQ Book Placer System RFID-48 (48-Sort RFID Style Book Placer System & Hi-IQ PC)	35003063	$452.763
Hi-IQ Book Placer System RFID-60 (60-Sort RFID Style Book Placer System & Hi-IQ PC)	35003064	$519.955
Hi-IQ Book Placer System RFID-72 (72-Sort RFID Style Book Placer System & Hi-IQ PC)	35003065	$587.147
Hi-IQ Book Placer System RFID-84 (84-Sort RFID Style Book Placer System & Hi-IQ PC)	35003066	$654.339
Hi-IQ Book Placer System RFID-96 (96-Sort RFID Style Book Placer System & Hi-IQ PC)	35003067	$721.530
Hi-IQ Book Placer System RFID-108 (108-Sort RFID Style Book Placer System & Hi-IQ PC)	35003068	$788.723
Hi-IQ Book Placer System BC/RFID-12 (12-Sort RFID& Bar-Code Scanner Style Book Placer System & Hi-IQ PC)	35003069	$284.229
Hi-IQ Book Placer System BC/RFID-24 (24-Sort RFID& Bar-Code Scanner Style Book Plaoer System & Hi-IQ PC)	35003070	$352.179
Hi-IQ Book Placer System BC/RFID-36 (12-Sort RFID& Bar-Code Scanner Style Book Placer System & Hi-IQ PC)	35003071	$419.370
Hi-IQ Placer System BC/RFID-48 (36-Sort RFID& Bar-Code Scanner Style Book Placer System & Hi-IQ PC)	35003072	$486.562
Hi-IQ Book Placer System BC/RFID-60 (60-Sort RFID& Bar-Code Scanner Style Book Placer System & Hi-IQ PC)	35003073	$585.554
Hi-IQ Book Placer System BC/RFID-72 (72-Sort RFID& Bar-Code Scanner Style Book Placer System & Hi-IQ PC)	35003074	$620.946
Hi-IQ Book Placer System BC/RFID-84 (84-Sort RFID& Bar-Code Scanner Style Book Placer System & Hi-IQ PC)	35003075	$688.137
Hi-IQ Book Placer System BC/RFID-96 (96-Sort RFID& Bar-Code Scanner Style Book Placer System & Hi-IQ PC)	35003076	$755.330
Hi-IQ Book Placer System BC/RFID-108 (108-Sort RFID& Bar-Code Scanner Style Book Placer System & Hi-IQ PC)	35003077	$822.521

System Description	Part No.	Net Price
Med-IQ "Cordless-*SMART BIN*® container" System BC-5 (5-Sort Omni Directional Bar-Code Scanner Style "Cordless-*SMART BIN*® container & Book Drop)	35003078	$187.765
Hi-IQ Book Placer & Inter-branch System BC-65 (60-Sort Bar-Code Scanner Style Book Placer System w/ Inter-Branch Handling)	35003079	$738.520
Hi-IQ Inter-Branch Distribution System - 6-In/20-Out Cordless *SMART BIN*® container Sorts	35003080	$615.008
Hi-IQ Delivery Conveyors & Buffer/ Inter-Branch Delivery/ Cordless *SMART BIN*® container Sorting System	35003081	$647.687
Hi-IQ Delivery Conveyors & Buffer/ Inter-Branch Delivery/ Cordless *SMART BIN*® container Sorting / Reserves Pick-Up System	35003082	$895.634
Hi-IQ Delivery Conveyors & Buffer/ Inter-Branch Delivery/ Cordless *SMART BIN*® container & Book Placer Sorting System	35003083	$855.030
Hi-IQ Delivery & Buffer/ Inter-Branch Delivery/ Cordless *SMART BIN*® container & Book Placer Sorting / Reserves Pick-Up System	35003084	$1,116.207

BOOK DROP AND DELIVERY SYSTEM COMPONENTS

Part Description	Part No.	Net Price
"Hands-Free" Book Return Service Center (Standard With False Camera Lense)	45004134	$12,699
Add Required Control Cabinet, One Of The Following:		
Hands-Free & Single Belt Conveyor Control Cabinet (208 VAC, 3 Phase)	45004208	$8,237
Hands-Free & Dual Belt Conveyor Control Cabinet (208 VAC, 3 Phase)	45004207	$8,723
Hands-Free & Triple Belt Conveyor Control Cabinet (208 VAC, 3 Phase)	45004206	$9,750
Hands-Free & Quadruple Belt Conveyor Control Cabinet (208 VAC, 3 Phase)	45004204	$9,858
Hands-Free & Quintuple Belt Conveyor Control Cabinet (208 VAC, 3 Phase)		$10,885
Hands-Free & Sextuple Belt Conveyor Control Cabinet (208 VAC, 3 Phase) (Each Additional Drive Add $969)		$11,912
Hands-Free & Single Bin "Petite" Control Cabinet (110 VAC, 1 Phase)	45004295	$7,365

Part Description	Part No.	Net Price
Hands-Free & Dual Bin "Petite" Control Cabinet (110 VAC, 1 Phase)	45004297	$8.200
Add Elective Options:		
Lobby Area Hands-Free & Vertical Decline Belt Conveyor "Decorator's" Cabinet		$10.368
Black & White Surveillance Camera (Connect To Customers System OR Requires Additional Monitor & Recorder)	25008716	$1.241
Color Surveillance Camera (Connect To Customers System OR Requires Additional Monitor & Recorder)	25008752	$1,675
13" Black & White Monitor	25009105	$458
13" Color Monitor	25008693	$711
Sony Time Lapse Video Recorder	25008694	$1,578
Video Coax Cabling (Price Per Foot)	25008771	$3
Coax Cabling Kit (One Kit Per Camera)	25008773	$10
Dual-Door "Hands-Free" Book Return & Pick-up Service Center (Standard With False Camera Lense)		$23,599
Add Required Control Cabinet, One Of The Following:		
Dual Hands-Free & Dual Belt Conveyor Control Cabinet (208 VAC, 3 Phase)	45004207	$10,327
Dual Hands-Free & Triple Belt Conveyor Control Cabinet (208 VAC, 3 Phase)	45004206	$11.354
Dual Hands-Free & Quadruple Belt Conv. Control Cabinet (208 VAC, 3 Phase)	45004204	$11.462
Dual Hands-Free & Quintuple Belt Conv. Control Cabinet (208 VAC, 3 Phase)		$12.489
Dual Hands-Free & Sextuple Belt Conveyor Control Cabinet (208 VAC, 3 Phase) (Each Additional Drive Add $969)		$13,516
Add Elective Options:		
4' Long Hands-Free Dual-Level, Slave-Driven Book Return & Pick-Up Belt Conveyor		$8,924

Part Description	Part No.	Net Price
4' Long Hands-Free Dual-Level. RH-Motor-Driven Book Return & Pick-Up Belt Conveyor		$16.157
4' Long Hands-Free Dual-Level. LH-Motor-Driven Book Return & Pick-Up Belt Conveyor		$16.157
Panasonic Black & White Surveillance Camera (Connect To Customers System OR Requires Additional Monitor & Recorder)	25008716	$1.241
Panasonic Color Surveillance Camera (Connect To Customers System OR Requires Additional Monitor & Recorder)	25008752	$1.675
Panasonic 13" Black & White Monitor	25009105	$458
Panasonic 13" Color Monitor	25008693	$711
Panasonic Time Lapse Video Recorder	25008694	$1.578
Video Coax Cabling (Price Per Foot)	25008771	$3
Coax Cabling Kit (One Kit Per Camera)	25008773	$63
Basic 2' Long Tech Logic 18" Wide Horizontal Belt Conveyor (Complete With Drive & Belt. Maximum Length = 150 Feet.)	45004072	$7.878
Add Following Required Features:		
Per Foot Adder (Overall Length = Basic 2' + Adder. 148' Maximum Adder)	45004077	$114
Variable Angle Ceiling Support (10' Maximum Centers. Includes 3/4"Diameter x 10' Hanger Rods)	45003537	$513
Multi-Level Variable Angle Ceiling Support (10' Maximum Centers. Includes 3/4"Diameter x 10' Hanger Rods)		$976
Low Profile Ceiling Support (10' Maximum Centers. Includes 3/4"Diameter x 10' Hanger Rods)	45004103	$328
Dual-Level Conveyor Spacer Support		$311
Floor Supports (10' Maximum Centers. One Required At End Of Each Conveyor Section Joint)		
14-18" Floor To Top Of Gusset (Add 4.5" To Achieve Top Of Belt Dimension. Typical All Floor Supports)	45003866	$430
18-22" Floor To Top Of Gusset	45003867	$432

Part Description	Part No.	Net Price
22-26" Floor To Top Of Gusset	45003868	$436
26-30" Floor To Top Of Gusset	45003869	$438
30-34" Floor To Top Of Gusset	45003870	$440
34-38" Floor To Top Of Gusset	45003871	$442
38-42" Floor To Top Of Gusset	45003872	$444
42-46" Floor To Top Of Gusset	45003873	$447
46-50" Floor To Top Of Gusset	45003874	$449
50-54" Floor To Top Of Gusset	45003875	$452
54-58" Floor To Top Of Gusset	45003876	$454
58-62" Floor To Top Of Gusset	45003877	$457
62-66" Floor To Top Of Gusset	45003878	$459
66-70" Floor To Top Of Gusset	45003879	$461
70-74" Floor To Top Of Gusset	45004167	$482
74-78" Floor To Top Of Gusset	45004169	$484
78-82" Floor To Top Of Gusset	45004171	$487
Add Elective Options:		
Belt Conveyor Slave Drive Package (Used To Slave Drive Curve Conveyors And Other Small Conveyors)		$1,054
Underslung Auxiliary Belt Conveyor Take-Up (Required For Conveyors 50' and Longer)	45003884	$856
Belt Conveyor Merge. "Tee" Connection Package	45004059	$622
18" Wide Belt Conveyor Non-Roller Slide-Type Discharge Chute		$552
18" Wide Belt Conveyor Angled-Roller Slide-Type Discharge Chute		$3.961
Remote I/O Control Cabinet - Single Belt Conveyor Drive	45004281	$6.090
Remote I/O Control Cabinet - Dual Belt Conveyor Drive	45004280	$6.749
Remote I/O Control Cabinet - Triple Belt Conveyor Drive	45004279	$7.407
Remote I/O Control Cabinet - Quadruple Belt Conveyor Drive	45004278	$8.067

Part Description	Part No.	Net Price
(Add for each additional drive)		$1,343
Basic 1' Long "End-Drive-Style" 18" Wide Horizontal Belt Conveyor (Complete With Drive & Belt, Maximum Length = 5'-0", Uses Bodine Gear-head, Chain and Sprocket End Pulley Style Drive Configuration)	45004068	$3,420
Add Following Required Features:		
Per Foot Adder (Overall Length = Basic 1'-6" + Adder, 4'-0" Maximum Adder)	45004077	$114
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
Basic 4' Long 60° Sandwich, "Petite" Incline Belt Conveyor (Belt Conveyor Length Calculated Along Center-Line Of Belt, Including Incline Lengths)	45004070	$14,671
Add Following Required Features:		
Per Foot Along Center-Line Adder (30' Maximum)		$229
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
Basic 5' Long 25° Incline, De-shingling Belt Conveyor (Belt Conveyor Length Calculated Along Center-Line Of Belt, Including Incline Lengths)	45004073	$13,512
Add Following Required Features:		
Per Foot Along Center-Line Adder (30' Maximum)	45004077	$114
Add Elective Options:		
Belt Conveyor Slave Drive Package (Used To Slave Drive Curve Conveyors And Other Small Conveyors)		$1,054
Fire Protection Package	45004078	$5,254
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
Basic 5' Long 25° Decline, De-shingling Belt Conveyor (Belt Conveyor Length Calculated Along Center-Line Of Belt, Including Decline Lengths)	45004074	$13,512
Add Following Required Features:		

Part Description	Part No.	Net Price
Per Foot Along Center-Line Adder (30' Maximum)		$114
Add Elective Options:		
Belt Conveyor Slave Drive Package (Used To Slave Drive Curve Conveyors And Other Small Conveyors)		$1.054
Fire Protection Package	45004078	$5.254
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
Basic 6' Long 50° or 60° Sandwich-Style Incline Belt Conveyor (Belt Conveyor Length Calculated Along Center-Line Of Belt, Including Incline Lengths)	45004075	$21.344
Add Following Required Features:		
Per Foot Along Center-Line Adder (30' Maximum)		$229
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
Basic 7' Long 50° or 60° Sandwich-Style Decline Belt Conveyor (Belt Conveyor Length Calculated Along Center-Line Of Belt, Including Decline Lengths)	45004076	$20,942
Add Following Required Features:		
Per Foot Along Center-Line Adder (30' Maximum)		$229
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
Basic 6' Long Vertical Sandwich-Style Incline Belt Conveyor (Belt Conveyor Length Calculated Along Center-Line Of Belt, Including Incline Lengths)		$23.241
Add Following Required Features:		
Per Foot Along Center-Line Adder (30' Maximum)		$341
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
Basic 6' Long Vertical Sandwich-Style Decline Belt Conveyor (Belt Conveyor Length Calculated Along Center-Line Of Belt. Including Decline Lengths)		$21.498

Part Description	Part No.	Net Price
Add Following Required Features:		
Per Foot Along Center-Line Adder (30' Maximum)		$341
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
Basic 6' Long Vertical Reversing-Sandwich-Style Incline BC (Belt Conveyor Length Calculated Along Center-Line Of Belt, Including Incline Lengths)		$25,253
Add Following Required Features:		
Per Foot Along Center-Line Adder (30' Maximum)		$341
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
Basic 6' Long Vertical Reversing-Sandwich-Style Decline BC (Belt Conveyor Length Calculated Along Center-Line Of Belt, Including Decline Lengths)		$24,139
Add Following Required Features:		
Per Foot Along Center-Line Adder (30' Maximum)		$341
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
True Orientation Powered Belt Curve Conveyors: (Specify Clockwise or Counter-Clockwise Direction Of Flow)		
90° Clockwise Conveyor (Requires End Supports + Mid-Radius Support)	45004162	$16,610
90° Counter Clockwise Conveyor (Requires End Supports + Mid-Radius Support)	45004163	$16,610
60° Clockwise Conveyor (Requires End Supports Only)	45004160	$14,812
60° Counter Clockwise Conveyor (Requires End Supports Only)	45004161	$14,812
45° Clockwise Conveyor (Requires End Supports Only)	45004158	$13,923
45° Counter Clockwise Conveyor (Requires End Supports Only)	45004159	$13,923
30° Clockwise Conveyor (Requires End Supports Only)	45004156	$13,088
30° Counter Clockwise Conveyor (Requires End Supports Only)	45004157	$13,088

Part Description	Part No.	Net Price
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		
True Orientation Slave-Driven Belt Curve Conveyors: (Specify Clockwise or Counter-Clockwise Direction Of Flow)		
90° Clockwise Conveyor (Requires End Supports + Mid-Radius Support)	45004154	$13,454
90° Counter Clockwise Conveyor (Requires End Supports + Mid-Radius Support)	45004155	$13,454
60° Clockwise Conveyor (Requires End Supports Only)	45004152	$11,849
60° Counter Clockwise Conveyor (Requires End Supports Only)	45004153	$11,849
45° Clockwise Conveyor (Requires End Supports Only)	45004150	$11,138
45° Counter Clockwise Conveyor (Requires End Supports Only)	45004151	$111,438
30° Clockwise Conveyor (Requires End Supports Only)	45004148	$10,471
30° Counter Clockwise Conveyor (Requires End Supports Only)	45004149	$10,471
Add Elective Options:		
(See 2' Basic Horizontal Belt Conveyor For Supports, Merges, & Control Cabinets)		

PLASTIC TOTE DELIVERY SYSTEM COMPONENTS

Part Description	Part No.	Net Price
Electric Operated Tote Lift (Includes 8' Gravity Conveyor Section & Toe Guard Take-Up Belts)	45004115	$15,135
Two Wheeled Tote Truck Loading Ramp	45003737	$1,128
22" Between Frames Gravity Roller Straight Conveyor Sections:		
10' Long by 22"BF Gravity Roller Conveyor Section	45003755	$2,048
9' Long by 22"BF Gravity Roller Conveyor Section	45003749	$1,910
8' Long by 22"BF Gravity Roller Conveyor Section	45003738	$1,872
7' Long by 22"BF Gravity Roller Conveyor Section	45003757	$1,447
6' Long by 22"BF Gravity Roller Conveyor Section	45003794	$1,003

Part Description	Part No.	Net Price
5' Long by 22"BF Gravity Roller Conveyor Section	45003783	$878
4' Long by 22"BF Gravity Roller Conveyor Section	45003777	$773
3' Long by 22"BF Gravity Roller Conveyor Section	45003780	$571
2' Long by 22"BF Gravity Roller Conveyor Section	45003759	
Add Following Required Feature:		
Gravity Conveyor Stub Support (Two Required For Each 5' Length Of Gravity Conveyor)	35002543	$93
22" Between Frames Gravity Roller Curve Conveyor Sections:		
90° by 22"BF Gravity Roller Conveyor Section	45003763	$2.565
60° by 22"BF Gravity Roller Conveyor Section	45004176	$2.012
45° by 22"BF Gravity Roller Conveyor Section	45003714	$1.611
30° by 22"BF Gravity Roller Conveyor Section	45003813	$1,290
Add Following Required Feature:		
Gravity Conveyor Stub Support (Six Required For 90° & 60° Sections. Four Required For 45° & 30° Sections)	35002543	$93

BOOK PROCESSING MACHINERY COMPONENTS

Part Description	Part No.	Net Price
3' Long Line-shaft & Transfer Conveyor Drive-Type Section (Used With Either Book Placers or Smart Bins)	45003510	$14,078
Add Required Control Cabinet. One Of The Following:		
Single Transfer Function Only Control Cabinet	45004271	$8.717
Double Transfer Function Only Control Cabinet		$9.456
Triple Transfer Function Only Control Cabinet		$9.908
Dual Smart Bin Control Cabinet	45004267	$9.969
Triple Smart Bin Control Cabinet	45004270	$10.596
Single Placer/Dual Tilting Control Cabinet	45004213	$11.990

Part Description	Part No.	Net Price
Dual Placer/Quad Tilting Control Cabinet	45004211	$15.385
Add Elective Options:		
Transfer Style Discharge Chute	35002211	$485
Line-shaft Style Discharge Chute	35002212	$407
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1.370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
3' Long Line-shaft & Transfer Conveyor Intermediate Section (Used With Either Book Placers or Smart Bins)	45003501	$11,858
Add Required Control Cabinet. One Of The Following:		
Transfer Function Only Control Cabinet	45004271	$8,717
Dual Smart Bin Control Cabinet	45004268	$9.969
Triple Smart Bin Control Cabinet	45004269	$9.344
Single Placer/Single Tilting Control Cabinet	45004214	$9,382
Dual Placer/Dual Tilting Control Cabinet	45004212	$13,213
Dual Placer/Dual Tilting & End ***SMART BIN®*** container Control Cabinet	45004216	$13.971
Add Elective Options:		
Transfer Style Discharge Chute	35002211	$485
Line-shaft Style Discharge Chute	35002212	$407
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1.370
4' Long Line-shaft & Dual-Transfer Conveyor Drive-Type Section (Used With Inter Agency Smart Bins)		$19.299
Add Required Control Cabinet. One Of The Following:		

Part Description	Part No.	Net Price
Quad Cordless *SMART BIN®* container Control Cabinet w/ Line-Shaft Drive		$9.974
Quintuple Cordless *SMART BIN®* container Control Cabinet w/ Line-Shaft Drive		$11.354
Add Elective Options:		
Transfer Style Cordless Smart Bin Retractable Discharge Chute	35002211	$2.052
Line-Shaft Style Cordless Smart Bin Retractable Discharge Chute	35002212	$2.017
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
4' Long Line-shaft & Dual-Transfer Conv Intermediate Section (Used With Inter Agency Smart Bins)		$19.067
Add Required Control Cabinet, One Of The Following:		
Quad Cordless *SMART BIN®* container Control Cabinet w/ Line-Shaft Drive		$9.192
Quintuple Cordless *SMART BIN®* container Control Cabinet w/ Line-Shaft Drive		$10,302
Add Elective Options:		
Transfer Style Cordless Smart Bin Retractable Discharge Chute		$2.052
Line-Shaft Style Cordless Smart Bin Retractable Discharge Chute	35002212	$2.017
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
2'-6" Long Line-shaft & "Wide-Offset" Transfer Drive-Type Sec. (As Transfer only)	45004173	$14.868
Add Required Control Cabinet, One Of The Following:		
Single Transfer Function Only Control Cabinet	45004271	$8.717

Part Description	Part No.	Net Price
Double Transfer Function Only Control Cabinet		$9,456
Triple Transfer Function Only Control Cabinet		$9,908
Add Elective Options:		
Wide Transfer Style Discharge Chute	35002898	$546
Line-shaft Style Discharge Chute	35002212	$407
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
3' Long Line-shaft & "Wide-Offset" Transfer Drive-Type Section (As Transfer only)	45004173	$15,881
Add Required Control Cabinet, One Of The Following:		
Single Transfer Function Only Control Cabinet	45004271	$8,717
Double Transfer Function Only Control Cabinet		$9,456
Triple Transfer Function Only Control Cabinet		$9,908
Add Elective Options:		
Wide Transfer Style Discharge Chute	35002898	$546
Line-shaft Style Discharge Chute	35002212	$407
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
4' Long Line-shaft & "Wide-Offset" Transfer Drive-Type Section (As Transfer or w/ Smart Bins)	45004173	$16,616
Add Required Control Cabinet. One Of The Following:		

Part Description	Part No.	Net Price
Transfer Function Only Control Cabinet	45004271	$8.717
Dual Smart Bin Control Cabinet	45004267	$9.969
Triple Smart Bin Control Cabinet	45004270	$10.596
Add Elective Options:		
Wide Transfer Style Discharge Chute	35002898	$546
Line-shaft Style Discharge Chute	35002212	$407
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
2' Long Drive-Type Line-shaft Conveyor Section (As Conveyor Only)		$5,685
Add Required Control Cabinet, One Of The Following:		
Line-Shaft Conveyor Section Drive Function Only Control Cabinet		$4,598
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
2' Long Intermediate-Type Line-shaft Conveyor Section (As Conveyor Only)		$4,354
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370

Part Description	Part No.	Net Price
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
2'-6" Long Drive-Type Line-shaft Conveyor Section (As Conveyor Only)		$6.640
Add Required Control Cabinet, One Of The Following:		
Line-Shaft Conveyor Section Drive Function Only Control Cabinet		$4,598
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
2'-6" Long Intermediate-Type Line-shaft Conveyor Section (As Conveyor Only)		$5,310
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
3' Long Drive-Type Line-shaft Conveyor Section (As Conveyor Only)		$7,595
Add Required Control Cabinet, One Of The Following:		
Line-Shaft Conveyor Section Drive Function Only Control Cabinet		$4,598
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370

Part Description	Part No.	Net Price
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
3' Long Intermediate-Type Line-shaft Conveyor Section (As Conveyor Only)		$6.265
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1.370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
4' Long Drive-Type Line-shaft Conveyor Section (As Conveyor Only)		$8.550
Add Required Control Cabinet. One Of The Following:		
Line-Shaft Conveyor Section Drive Function Only Control Cabinet		$4.598
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1.370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
4' Long Intermediate-Type Line-shaft Conveyor Section (As Conveyor Only)		$7.220
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1.370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22

Part Description	Part No.	Net Price
5' Long Drive-Type Line-shaft Conveyor Section		$9,505
Add Required Control Cabinet, One Of The Following:		
Line-Shaft Conveyor Section Drive Function Only Control Cabinet		$4,598
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
5' Long Intermediate-Type Line-shaft Conveyor Section		$8,175
Add Elective Options:		
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003147	$239
Air Operated Pop-Up Stop Book Straightener	45004183	$1,370
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
2' Long Book Sizing & Squaring Machine	45003929	$23,474
Add Required Control Cabinet:		
Book Sizing & Squaring Machine Control Cabinet	45004175	$8,002
Add Elective Options:		
TagSys RFID Reader Package	45004299	$10,119
Transfer Style Discharge Chute	35002211	$485
Line-shaft Style Discharge Chute	35002212	$407
Non-Muffler Style Line-shaft Conveyor Support	45004187	$824
Dark Plastic Conveyor End Guard	35003156	$229
Belt Conveyor RH Connecting "Half Gusset"	35002747	$22

Part Description	Part No.	Net Price
Belt Conveyor LH Connecting "Half Gusset"	35002748	$22
2' Single Book Rotating Machine (Includes Vacuum Pump & Tank, Owner To Locate In Mechanical Room)	45004120	$38.781
Add Following Required Feature:		
Single Book Rotating Machine Control Cabinet	45004273	$7.648
Add Elective Options:		
Rotating/Scanning Machine Binding Locator	45004217	$9,034
Top&Bottom Bar-Code Scanner Package	45004300	$11.749
4' Dual Book Rotating (Includes Vacuum Pump & Tank, Owner To Locate In Mechanical Room)	45003990	$46.567
Add Following Required Feature:		
Dual Book Rotating Machine Control Cabinet	45004276	$10.162
Add Elective Options:		
Rotating/Scanning Machine Binding Locator	45004217	$9.034
Top&Bottom Bar-Code Scanner Package	45004300	$11.749
"Dual-Omni-Directional" Bar-Code Scanner Package (Top Side Scanning Only, Includes Control Cabinet For 3' Line-Shaft Conveyor Section)		$25,275
High-Speed "Tunnel" Re-Sensitizing Machine w/ Control Cabinet	45004010	$24,501
Book Placing Machine	45003966	$17.660
Book Truck Tilting Machine	45003524	$1.726
Tech Logic 4 Wheel Book Truck (36"Wide x 15"Deep x 42-3/4"High, Three Shelves, Four (4) Special Swivel Casters, No Center Wheels, No Brakes, No Dividers, Powder Coat Painted - See Available Paint Chip Samples)	45004856	$343
Tech Logic 6 Wheel Book Truck (36"Wide x 15"Deep x 42-3/4"High, Three Shelves, Four (4) Special Swivel Casters, Two (2) Non-Swiveling Center Wheels, No Brakes, No Dividers, Powder Coat Painted - See Available Paint Chip Samples)	45004789	$457

Part Description	Part No.	Net Price
Tech Logic 6 Wheel Book Truck w/ Foot Brake (36"Wide x 15"Deep x 42-3/4"High, Three Shelves, Four (4) Special Swivel Casters, Two (2) Non-Swiveling Center Wheels, Brakes. No Dividers, Powder Coat Painted - See Available Paint Chip Samples)	45004851	$614
Tech Logic 6 Wheel Book Truck w/ Foot Brake & 6 Shelf Dividers (36"Wide x 15"Deep x 42-3/4"High. Three Shelves, Four (4) Special Swivel Casters, Two (2) Non-Swiveling Center Wheels, Brakes, (6) Dividers, Powder Coat Painted - See Available Paint Chip Samples)	45004746	$735
Tech Logic Book Truck Shelf Divider (15"Deep x 8-5/8"High. Powder Coat Painted - See Available Paint Chip Samples. May Be Used On Any Of The Above Book Trucks)	35003375	$20
350 Capacity 42" High *SMART BIN*® container	45004100	$11,590
125 Capacity 42" High Cordless *SMART BIN*® container (Purchase Quantity 1 to 10)	45004321	$3,673
(Purchase Quantity 11 to 50)	45004321	$3,214
(Purchase Quantity 51 to 100)	45004321	$2,755
(Purchase Quantity 101 to 300)	45004321	$2,205
(Purchase Quantity 301 +)	45004321	$1,874
Cordless *SMART BIN*® container Loader/Un-Loader Machine	45004331	$17,423
Add Following Required Feature:		
Loader/Un-Loader Machine Control Cabinet w/ Control Pendent		$9,517
Patron Reserve Express Service Center (Lobby Free Standing or Conveyor Inline Style Components)		
Add Following Required Feature:		
Free Standing Patron Receiving Module w/ Card Reader, Printer, & *SMART BIN*® container		$17,724
Free Standing End Module Assembly		$2,933
128 Capacity 2"x8"x12" Pocket Intermediate Module	45004366	$24,526
128 Capacity 4"x8"x12" Pocket Intermediate Module	45004367	$22,926
128 Capacity 2"x12"x12" Pocket Intermediate Module		$28,008
Free Standing Single Module Control Cabinet		$14,592

Part Description	Part No.	Net Price
Free Standing Dual Module Control Cabinet		$15.303
Free Standing Triple Module Control Cabinet		$16.014
Free Standing Quadruple Module Control Cabinet		$16.726
Free Standing Quintuple Module Control Cabinet		$17.437
Free Standing Sextuple Module Control Cabinet		$18.148
Inline Conveyor Single Module Control Cabinet		$10.817
Inline Conveyor Dual Module Control Cabinet		$11.531
Inline Conveyor Triple Module Control Cabinet		$12.244
Inline Conveyor Quadruple Module Control Cabinet		$12.957
Inline Conveyor Quintuple Module Control Cabinet		$13,671
Inline Conveyor Sextuple Module Control Cabinet		$14,384
Express Check-Out Machine (Bar-Code-Style) (May Use Library's own computer, No Additional Expense. However Must Meet Specs)	45004305	$36.733
Add Elective Options:		
Express Check-Out Machine PC		$7.211
Express Check-Out Machine (TagSys RFID-Style) (May Use Library's own computer, No Additional Expense, However Must Meet Specs)	45004305	$34,898
Add Elective Options:		
Express Check-Out Machine PC		$7.211

SYSTEM CONTROL COMPONENTS & MISCELLANEOUS

Part Description	Part No.	Net Price
Low-IQ Petite System I & II PC, TLC-VB Software & License (If Customer Supplies PC. Deduct $2.308 From Net Price)	45004260	$8.964
Low-IQ Multi-Bin System III, V & VII, PC TLC-VB Software & License (If Customer Supplies PC. Deduct $2.308 From Net Price)	45004261	$17.088

Part Description	Part No.	Net Price
Medium-IQ Multi-Bin System III, V & VII PC, TLC-VB Software & License (If Customer Supplies PC, Deduct $2,725 From Net Price)	45004262	$17,188
Hi-IQ Book Placer System PC, TLC-VB Software & License (If Customer Supplies PC. Deduct $4,350 From Net Price)	45004261	$22,797
30Amp System Disconnect & Control Cabinet, Single-Drive (For Use On Multi-Bin Systems)	45004288	$12,235
30Amp System Disconnect & Control Cabinet, Dual-Drive (For Use On Multi-Bin Systems)	45004287	$13,660
30Amp System Disconnect & Control Cabinet, Triple-Drive (For Use On Multi-Bin Systems)	45004286	$13,908
30Amp System Disconnect & Control Cabinet, Quad-Drive (For Use On Multi-Bin Systems)	45004285	$14,837
30Amp System Disc., Control Cabinet, Single-Drive & RFID (For Use On Multi-Bin Systems)	45004293	$16,586
30Amp System Disconnect, Control Cabinet, Dual-Drive & RFID (For Use On Multi-Bin Systems)	45004292	$17,006
30Amp System Disconnect, Control Cabinet, Triple-Drive & RFID (For Use On Multi-Bin Systems)	45004291	$17,424
30Amp System Disconnect, Control Cabinet, Quad-Drive & RFID (For Use On Multi-Bin Systems)	45004290	$17,844
100Amp Main System Disconnect & Control Cabinet (For Use On Hi-IQ Sortation Systems)	45004284	$8,755
200Amp Main System Disconnect & Control Cabinet (For Use On Hi-IQ Sortation Systems)		$11,367
½ HP, 115 Vac, 1-Phase, 5-Amp Mini-Air Compressor (For Use On Petite Systems Only)	25008552	$793
10 HP, 208 Vac, 3-Phase, 28 Amp Air Compressor Package (For Use On Multi-Bin & Hi-IQ Systems = 150 PSI , 15 CFM Maintained)		$9,313
7-1/2 HP, 208 Vac, 3-Phase, 21 Amp Air Compressor Package (For Use On Multi-Bin & Hi-IQ Systems = 150 PSI, 10 CFM Maintained)	45004034	$6,800
1 HP, 115 Vac, 1-Phase, 3 Amp Air Dryer (For Use With 7-1/2 & 10 HP Air Compressor Packages)	25008554	$1,735
Dual-Air-Filter, Pressure-Control & System Dump Valve Package	45004210	$1,343

Part Description	Part No.	Net Price
Start/E-Stop/Single *SMART BIN*® container™ I/O Control Cabinet	45003946	$659
E-Stop/Single *SMART BIN*® container™ I/O Control Cabinet	45003947	$575
E-Stop/Dual *SMART BIN*® container™ I/O Control Cabinet	45003948	$706
E-Stop/Single "Cordless" *SMART BIN*® container™ I/O Control Cabinet		$628
E-Stop Control Cabinet	45004036	$289

RFID CHECK-IN/OUT SYSTEM COMPONENTS

NOTE: ALL PRICES STATED RELATIVE TO RFID ARE SUBJECT TO CHANGE. PLEASE CONSULT TECH LOGIC FOR CURRENT AND CORRECT PRICING OF ANY AND ALL RFID-RELATED SYSTEMS AND COMPONENTS.

Part Description	Part No.	Net Price
TagSys Folio 20 RFID Tag (With Out Labels)	25010179	$0.55
TagSys Folio CD/DVD RFID Tag (Single White Color Non-Printed Label Standard. Optional Printed Label Pricing Available. Please Consult TLC)	25010183	$1.55
TagSys Medio L100 RFID Coupler	25010806	$3,584
TagSys Areo LK Antenna 459x379mm(18.07"x14.92")	25010808	$1,275
TagSys Areo Dual-LK Antenna 659x459mm(25.94"x18.07")	25010808	$1.817
Northern Apex Single-Book Compact-Coupler/Antenna (S001 Coupler. A-MP Antenna. Plastic Housing and Special RS232/Power Cable)	25010815	$1.134
TagSys Single-Book Compact-Coupler/Antenna (S001 Coupler. A-MP Antenna. Plastic Housing and Special RS232/Power Cable)	25010815	$1.333
SmartChip Contact-Type Patron Card - No Bar Code (32 Mil 2 Color Front. 1 Color Back. Includes SmartChip And Signature Line)		
1 to 4.999 Price Each		$1.33
5.000 to 9.999 Price Each		$1.05
10.000 to 49.999 Price Each		$0 99
50.000 to 99.999 Price Each		$0.78
100.000 to 500.000 Price Each		$0.77

Part Description	Part No.	Net Price
SmartChip Contact-Type Patron Card - w/ Bar Code (32 Mil 2 Color Front, 1 Color Back, Includes SmartChip, Bar Code And Signature Line)		
1 to 4,999 Price Each		$1.70
5,000 to 9,999 Price Each		$1.42
10,000 to 49,999 Price Each		$1.26
50,000 to 99,999 Price Each		$1.16
100,000 to 500,000 Price Each		$1.14
Tech Logic Dual LK-Antenna, Machined Corian Table-Top Housing (Add Two (2) LK-Standard Antennas and One (1) Junction Box Kit. Outside Dimension = 26.5"x17.38"x.63"Thick)	45004858	$2,329
Tech Logic Single LK-Antenna Table-Top Machined Corian Housing (Add One (1) LK- Standard Antenna. Outside Dimension 17.38"x15.38"x.63"Thick)	45004865	$1,609
TagSys Areo L122 EAS Pedestal (With Plastic Covers)	25010180	$3,433
TagSys Areo L122 EAS Pedestal (Without Plastic Covers)	25010181	$3,108
TagSys Medio L122 EAS Electronics (Control Cabinet For EAS Pedestal)	25010182	$2,951
Tech Logic Installation Of TagSys EAS Pedestal & Electronics (Note, Owners Contractor To Prepare Concrete Floor & Install 1-1/4" Diameter Conduit In Floor For Communication Cables)	45004718	$813
Custom Paint Of TagSys Areo L122 EAS Pedestal Covers (Note, Owner To Provide Paint Samples & Specifications)	25010185	$577
Custom Wood Cover For TagSys Areo L122 EAS Pedestal (Note, Tech Logic Will Work With Library's Architect And/Or Interior Designer To Design Covers To Compliment Library's Decor)	45004760	$2,567
ELO Touchsystems 12.1" Flat Touch-Screen, Swivel-Base Color Monitor	25010125	$1,468
Dual-Head Video Graphics Board w/ special DV Splitter Interface	25010184	$293
Plastic Three Shelf Four Wheeled Distribution Workstation Cart (24"w36"d40"h modified for Antenna, Printer & PC Hardware)	25010273	$523
TLC/Metro-Logic Omni-Directional Desk-Top Scanner & Base w/ Stitching Software For High Accuracy Reading	45004678	$603
TagSys Palmo P-121 RFID Inventory Wand & Inventory Management Software (IMS)	25010055	$3,487

Part Description	Part No.	Net Price
Tech Logic Wireless Pocket PC, Remote Check-In/Out, Tag-Replicator & Inventory "Wonder-Wand" Package	45004719	$3,021
Electric Operated Self-Advancing "Label" Dispenser	25010221	$1,015
Electric Operated Foot-Peddle-Advancing "Tag" Dispenser	45004677	$1,462
Low Form Factor Touch-Pad Computer Keyboard	25010222	$481
Tech Logic "Easy-Serv" Flush Mounted Desk Top Printer	45004423	$1,541
Epson Desk Top POS High Speed Thermal Printer (3-1/8"Wide x 3-1/4"Diameter Roll. 5.9" Per Second, RS-232-C/RS-485/USB/10Base-T I/F)	25010809	$484
Tech Logic "Easy-Serv" Bar-Code-Style Flush Mounted Retractable-Card Desk Top Card Reader	45004424	$1,859
Tech Logic "Easy-Serv" Smart-Card-Style Flush Mounted Retractable-Card Desk Top Card Reader (For Guardianet SmartCard Systems)	45004864	$1,287
Guardianet Systems SmartCard Desk Top Card Reader	25010810	$105
Tech Logic RFID Check-In/Out ACS Interface, Visual Basic Workstation Suite	45004720	$689
Staff Workstation Installation, Training & Software Setup Labor (No Printer, NO Card Reader)	45004721	$399
Self-Check Out Workstation Installation, Training & Software Setup Labor (With TLC-Printer, NO Card Reader)	45004722	$797
Self-Check Out Workstation Installation, Training & Software Setup Labor (With TLC-Printer & TLC-Card Reader)	45004723	$1,196
Combo Workstation Installation, Training & Software Setup Labor (NO Printer, NO Card Reader)	45004724	$996
Combo Workstation Installation, Training & Software Setup Labor (With TLC-Printer, NO Card Reader)	45004725	$1,395
Combo Workstation Installation, Training & Software Setup Labor (With TLC-Printer & TLC-Card Reader)	45004726	$1,794
Replicating Workstation Installation, Training & Software Setup Labor (No-Printer & No Reader)	45004750	$903
"Staff Check-In/Out" Complete Work Station Package, Installed (No Printer, NO Card Reader)	45004727	$4,607

Part Description	Part No.	Net Price
② **"Self Check-In/Out" Workstation Complete Package, Installed (With TLC-Printer, NO Card Reader)**	45004728	$8,015
② **"Self Check-In/Out" Workstation Complete Package, Installed (With TLC-Printer & TLC-Card Reader)**	45004729	$10,272
③ **"Combo Check-In/Out" Workstation Complete Package, Installed (NO Printer, NO Card Reader)**	45004730	$9,365
③ **"Combo Check-In/Out" Workstation Complete Package, Installed (With TLC-Printer, NO Card Reader)**	45004731	$11,305
③ **"Combo Check-In/Out" Workstation Complete Package, Installed (With TLC-Printer & TLC-Card Reader)**	45004732	$13,563
④ **"Distribution" Workstation & Wheeled Cart Complete Package, Installed (With TLC-Printer, No Card Reader)**	45004733	$12,490
⑤ **"Replication" Workstation & Label/Tag Dispensers - Complete Package, Installed (No Printer, No Card Reader)**	45004758	$11;117

① Monitor, Keyboard, Mouse, PC, Ethernet Card, MS Windows 2000 Professional O.S. & MS Office 2000 Professional, Not Included

② Study-Desk, Keyboard, Mouse, PC, Ethernet Card, MS Windows 2000 Professional O.S. & MS Office 2000 Professional, Not Included

③ Circulation/Service Counter, PC, Ethernet Card, MS Windows 2000 Professional O.S. & MS Office 2000 Professional, Not Included

④ PC, Ethernet Card, Sound-Board, Audio-Speakers, MS Windows 2000 Professional O.S. & MS Office 2000 Professional, Not Included

⑤ PC, Ethernet Card, MS Windows 2000 Professional O.S. & MS Office 2000 Professional, Not Included

NOTE: ALL PRICES STATED RELATIVE TO RFID ARE SUBJECT TO CHANGE. PLEASE CONSULT TECH LOGIC FOR CURRENT AND CORRECT PRICING OF ANY AND ALL RFID-RELATED SYSTEMS AND COMPONENTS.

Reference Bill Of Materials - TLC Standard Price List

SPECIAL NOTE: Installation Prices Of Individual Workstations Do NOT Include Travel and Peridium Expenses. These prices need to be added to the final system price as a line item.

① Bill Of Materials - Basic Staff Workstation (No Printer, No Card Reader, Note: Many Antenna & Antenna Housings Available, See Above Parts List For Substitutions)

Part Description	Part No.	Net Price
TagSys Medio L120 RFID Coupler	25010016	$2.724
TagSys Areo LI Antenna 290x264mm(11.38"x10.38")	25010807	$604
Tech Logic Single LI-Antenna Table-Top Poured Urethane Housing (15.38"x15.38"x.63"Thick)	45004862	$191
Tech Logic RFID Check-In/Out ACS Interface, Visual Basic Workstation Suite	45004720	$689
Staff Workstation Installation, Training & Software Setup Labor (No Printer, NO Card Reader)	45004721	$399
Total Price Staff Workstation (No Printer, No Card Reader)	45004727	**$4,607**

② Bill Of Materials - Self Check-Out Workstation (With TLC Printer, No Card Reader, Note: Many Antenna & Antenna Housings Available, See Above Parts List For Substitutions)

Part Description	Part No.	Net Price
TagSys Medio L120 RFID Coupler	25010016	$2.724
TagSys Areo LI Antenna 290x264mm(11.38"x10.38")	25010807	$604
Tech Logic Single LI-Antenna Table-Top Poured Urethane Housing (15.38"x15.38"x.63"Thick)	45004862	$191
ELO Touchsystems 12.1" Flat Touch-Screen, Swivel-Base Color Monitor	25010125	$1,468
Tech Logic "Easy-Serv" Flush Mounted Desk Top Printer	45004423	$1,541
Tech Logic RFID Check-In/Out ACS Interface, Visual Basic Workstation Suite	45004720	$689
Self Check-Out Workstation Installation, Training & Software Setup Labor (With TLC Printer, NO Card Reader)	45004722	$797
Total Price Self Check-Out Workstation(With TLC Printer, No Card Reader)	45004728	**$8,014**

② Bill Of Materials - Self Check-Out Workstation (With TLC Printer & TLC Bar-Code-Style Card Reader Note: Many Antenna & Antenna Housings Available, See Above Parts List For Substitutions)

Part Description	Part No.	Net Price
TagSys Medio L120 RFID Coupler	25010016	$2.724
TagSys Areo LI Antenna 290x264mm(11.38"x10.38")	25010807	$604
Tech Logic Single LI-Antenna Table-Top Poured Urethane Housing	25010862	$191
ELO Touchsystems 12.1" Flat Touch-Screen, Swivel-Base Color Monitor	25010125	$1,468
Tech Logic "Easy-Serv" Flush Mounted Desk Top Printer	45004423	$1,541
Tech Logic "Easy-Serv" Flush Mounted Desk Top Card Reader	45004424	$1,859
Tech Logic RFID Check-In/Out ACS Interface, Visual Basic Workstation Suite	45004720	$689
Self Check-Out Workstation Installation, Training & Software Setup Labor (With TLC Printer & TLC Card Reader)	45004723	$1,196
Total Price Self Check-Out Workstation(With TLC Printer& TLC Card Reader)	45004729	**$10,272**

③ Bill Of Materials - Combo Workstation (No Printer, No Card Reader, Note: Many Antenna & Antenna Housings Available, See Above Parts List For Substitutions)

Part Description	Part No.	Net Price
TagSys Medio L120 RFID Coupler	25010016	$2,724
TagSys Areo LI Antenna 290x264mm(11.38"x10.38", 2Required @ $570 = $1,140)	25010807	$1,208
Tech Logic Dual LI-Antenna, Poured Urethane Table-Top Housing	45004859	$382
TagSys Dual-Antenna Junction Box Kit (Includes Box, Three Coaxial Cables and Connectors)	25010666	$137
ELO Touchsystems 12.1" Flat Touch-Screen, Swivel-Base Color Monitor (2 Required @ $1,385 = $2,770)	25010125	$2,936
Dual-Head Video Graphics Board w/ Special DV Splitter Interface	25010184	$293
Tech Logic RFID Check-In/Out ACS Interface, Visual Basic Workstation Suite	45004720	$689
Combo Workstation Installation, Training & Software Setup Labor (No Printer, No Card Reader)	45004724	$996

③ Bill Of Materials - Combo Workstation (No Printer, No Card Reader, Note: Many Antenna & Antenna Housings Available, See Above Parts List For Substitutions)

Part Description	Part No.	Net Price
Total Price Combo Workstation (No Printer, No Card Reader)	45004730	**$9,365**

③ Bill Of Materials - Combo Workstation (With TLC Printer, No Card Reader, Note: Many Antenna & Antenna Housings Available, See Above Parts List For Substitutions)

Part Description	Part No.	Net Price
TagSys Medio L120 RFID Coupler	25010016	$2,724
TagSys Areo LI Antenna 290x264mm(11.38"x10.38", 2Required @ $570 = $1,140)	25010807	$1,208
Tech Logic Dual LI-Antenna, Poured Urethane Table-Top Housing	45004859	$382
TagSys Dual-Antenna Junction Box Kit (Includes Box, Three Coaxial Cables and Connectors)	25010666	$137
ELO Touchsystems 12.1" Flat Touch-Screen, Swivel-Base Color Monitor (2 Required @ $1,385 = $2,770)	25010125	$2,936
Dual-Head Video Graphics Board w/ Special DV Splitter Interface	25010184	$293
Tech Logic "Easy-Serv" Flush Mounted Desk Top Printer	45004423	$1,541
Tech Logic RFID Check-In/Out ACS Interface, Visual Basic Workstation Suite	45004720	$689
Combo Workstation Installation, Training & Software Setup Labor (With TLC Printer, No Card Reader)	45004725	$1,395
Total Price Combo Workstation (With TLC Printer, No Card Reader)	45004731	**$11,305**

③ Bill Of Materials - Combo Workstation (With TLC Printer & TLC Bar-Code-Style Card Reader, Note: Many Antenna & Antenna Housings Available, See Above Parts List For Substitutions)

Part Description	Part No.	Net Price
TagSys Medio L120 RFID Coupler	25010016	$2,724
TagSys Areo LI Antenna 290x264mm(11.38"x10.38", 2Required @ $570 = $1,140)	25010807	$1,208
Tech Logic Dual LI-Antenna, Poured Urethane Table-Top Housing	45004859	$382

③ Bill Of Materials - Combo Workstation (With TLC Printer & TLC Bar-Code-Style Card Reader, Note: Many Antenna & Antenna Housings Available, See Above Parts List For Substitutions)

Part Description	Part No.	Net Price
TagSys Dual-Antenna Junction Box Kit (Includes Box, Three Coaxial Cables and Connectors)	25010666	$137
ELO Touchsystems 12.1" Flat Touch-Screen, Swivel-Base Color Monitor (2 Required @ $1,385 = $2,770)	25010125	$2,936
Dual-Head Video Graphics Board w/ Special DV Splitter Interface	25010184	$293
Tech Logic "Easy-Serv" Flush Mounted Desk Top Card Reader	45004424	$1,859
Tech Logic "Easy-Serv" Flush Mounted Desk Top Printer	45004423	$1,541
Tech Logic RFID Check-In/Out ACS Interface, Visual Basic Workstation Suite	45004720	$689
Combo Workstation Installation, Training & Software Setup Labor (With TLC Printer & TLC Card Reader)	45004726	$1,794
Total Price Combo Workstation (With TLC Printer & TLC Card Reader)	45004732	**$13,563**

④ Bill Of Materials - RFID Replicating Workstation (No Printer, No Card Reader)

Part Description	Part No.	Net Price
TagSys Medio L100 RFID Coupler	25010016	$3,854
TagSys Areo LB Antenna 250x250mm(12.50"x10.88")	25010017	$641
ELO Touchsystems 12.1" Flat Touch-Screen, Swivel-Base Color Monitor	25010125	$1,468
Electric Operated Self-Advancing "Label" Dispenser	25010221	$1,015
Electric Operated Foot-Peddle-Advancing "Tag" Dispenser	45004677	$1,462
Low Form Factor Touch-Pad Computer Keyboard	25010222	$481
TLC/Metro-Logic Omni-Directional Desk-Top Scanner & Base w/ Stitching Software For High Accuracy Reading	45004678	$603
Tech Logic RFID Check-In/Out ACS Interface, Visual Basic Workstation Suite	45004720	$689
Replicating Workstation Installation, Training & Software Setup Labor (No-Printer & No Reader)	45004750	$903
Total Price RFID Replicating Workstation (No Printer, No Card Reader)	45004758	**$11,116**

⑤ Bill Of Materials - Distribution Workstation (With TLC Printer, No Card Reader)

Part Description	Part No.	Net Price
TagSys Medio L100 RFID Coupler	25010016	$3.854
TagSys Areo LB Antenna 250x250mm(12.50"x10.88")	25010017	$641
ELO Touchsystems 12.1" Flat Touch-Screen. Swivel-Base Color Monitor	25010125	$1.468
Plastic Three Shelf Four Wheeled Distribution Workstation Cart (24"w36"d40"h & modified for Antenna. Printer & PC Hardware)	25010273	$735
Electric Operated Self-Advancing "Label" Dispenser	25010221	$1.015
Electric Operated Foot-Peddle-Advancing "Tag" Dispenser	45004677	$1,462
Low Form Factor Touch-Pad Computer Keyboard	25010222	$481
TLC/Metro-Logic Omni-Directional Desk-Top Scanner & Base w/ Stitching Software For High Accuracy Reading	45004678	$603
Tech Logic RFID Check-In/Out ACS Interface. Visual Basic Workstation Suite	45004720	$689
Distribution Workstation Installation, Training & Software Setup Labor (With TLC Printer. No Reader)	45004759	$1,541
Total Price Distribution Workstation (With TLC Printer, No Card Reader)	45004733	**$12,489**

NOTE: ALL PRICES STATED RELATIVE TO RFID ARE SUBJECT TO CHANGE. PLEASE CONSULT TECH LOGIC FOR CURRENT AND CORRECT PRICING OF ANY AND ALL RFID-RELATED SYSTEMS AND COMPONENTS.

ACKNOWLEDGEMENT

The parties hereby acknowledge that all RFID prices are subject to change. and are presented herein only for general reference purposes. and that Tech Logic shall not be bound by any such RFID-related prices.

TECH LOGIC CORPORATION
("Tech Logic")

By:

Mark R. Frich
Chief Executive Officer/President

Date: , 2003

LIBRARY

Date: , 2003

Approved as to form.

Attorney at Law

EXHIBIT "E"

CHANGE ORDER, AMENDMENT NO. 0

Contract No. 15000068 Contract Date 04/29/2003

Pursuant to Article 6. Section 6.02 of the Contract, Tech Logic Corporation ahd the Library herein agree to Contract Amendment(s) as follow and as now reflected in Exhibit "C", System Pricing, Component Description And Contract Amendment Schedule:

Item No.	Previous Quantity	New Quantity	Part No.	New-Amendment	Part Description	Price Each	Total Price
0	0	0		0		$0	$0
0	0	0		0		$0	$0
0	0	0		0		$0	$0
0	0	0		0		$0	$0
0	0	0		0		$0	$0
0	0	0		0		$0	$0
0	0	0		0		$0	$0
					Total Amendment Price Change		$0

Comments:_____

_____

_____

TECH LOGIC CORPORATION
("Tech Logic")

By:_____
Mark R. Frich
Chief Executive Officer. President

Date:_____ , 20___

LIBRARY

By:_____

Date:_____ . 20___

EXHIBIT "F"

NOTICE OF COMPLETION

Contract No. 15000068. Contract Date 04/29/2003

Pursuant to Article 2, Section 2.02, Paragraph C of the Contract, Tech Logic Corporation herein notifies the Library that all or part of the AMH System is installed and completed at the Library and running under permanent power.

The following Contract Amendments are given notice:

Amendment No.	Date Completed

Comments: _____

_____

_____

TECH LOGIC CORPORATION
("Tech Logic")

By: _____
Mark R. Frich
Chief Executive Officer, President

Date: _____, 2003

EXHIBIT "G"

LIBRARY NOTICE OF CORRECTIONS

Contract No. 15000068 Contract Date 04/29/2003

Pursuant to Article 2, Section 2.02, Paragraphs D and E of the Contract, the Library herein notifies Tech Logic of the following items within the AMH System that are not to the Library's satisfaction and are believed to be in need of repair, replacement, adjustment, reprogramming, or being otherwise made correct in response to Tech Logic's Notice Of Completion:

Item No.	Description	TLC ✓

LIBRARY

By:_____

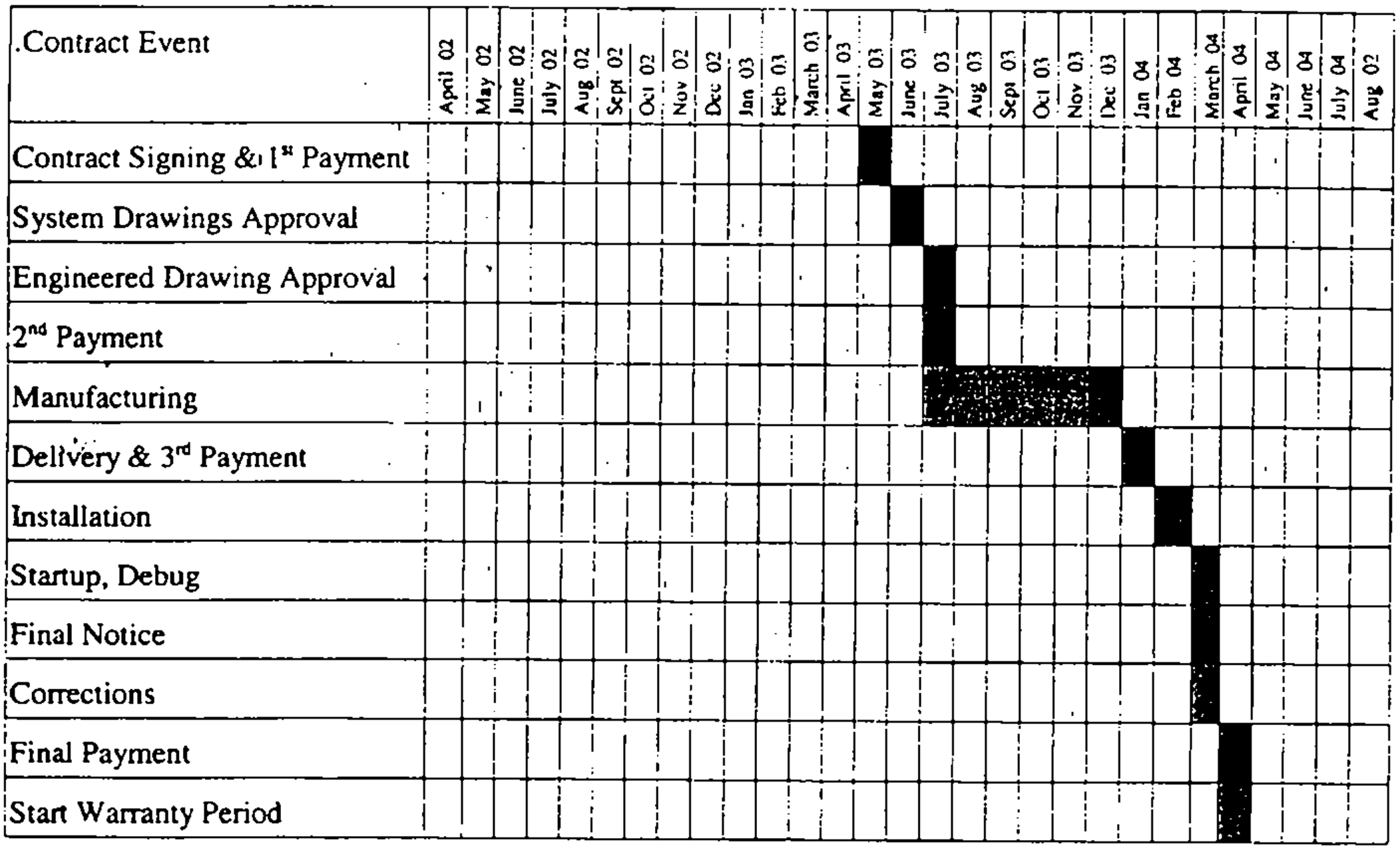
Date:_____ , 20___

EXHIBIT "H"

PROJECT SCHEDULE

Contract No. 15000068. Contract Date 04/29/2003

Pursuant to Article 2, Section 2.04, Paragraph B of the Contract, the Library and Tech Logic herein agree to the following manufacture, delivery and installation schedule:



TECH LOGIC CORPORATION
("Tech Logic")

By:_____
Mark R. Frich
Chief Executive Officer, President

Date:_____, 20___

LIBRARY

By:_____

Date:_____, 20___

EXHIBIT I

SOFTWARE LICENSE AGREEMENT

Contract No. 15000068 Contract Date: 04/29/2003

This Software License Agreement ("Agreement") is made this 29 day of April, 2003, by and between Tech Logic Corporation ("Licensor") and Fayetteville Public Library ("Library").

1. **License Grant**.

A. License. Subject to the terms and conditions of this Agreement, Licensor grants Library a perpetual, nontransferable, nonexclusive license to use the computer program and user documentation listed in Exhibit A (the 'Software') at the Installation Address set forth in Exhibit B. Library may install and use the Software's computer program only on one machine at one time at the Installation Address. If Library desires additional copies of the Software's computer program or user documentation, Licensor will provide such copies at the rates set forth in Exhibit B.

B. Restrictions. Library shall not (i) use the Software to provide services under any name other than that of Library; (ii) use the Software to process the data of third parties without Licensor's prior written consent; (iii) use the Software in the operation of a service bureau; (iv) modify or change the Software; or (v) decompile, disassemble or otherwise reverse engineer the Software.

C. Key. In connection with the license granted herein, Licensor shall license to Library a user authorization device ('Key') for each workstation that can access the Software on Library's network. Library agrees that the number of simultaneous users of the Software shall not exceed the number of Keys licensed to Library. Title to each Key will remain with Licensor and Licensor may reclaim every Key in the event of an uncured breach of this Agreement. If a Key is lost or stolen, Licensor will provide a replacement Key at Licensor's then current charge for a replacement Key. Additional Keys for additional workstations will be provided to Library at Licensor's then current charges.

2. **Deliverables**.

A. Software. Licensor shall provide Library one executable copy of the Software's computer program and one copy of the Software's user documentation. Library shall not copy the Software (except for one archival copy for back up purposes only) or the user documentation.

B. Hardware. Library shall arrange for the purchase or lease, installation, testing and maintenance of adequate hardware. Library shall be solely responsible for hardware maintenance, including periodic inspections, adjustments, and repair.

3. **Installation, Maintenance and Training.**

Licensor shall install and maintain the Software and provide training to Library's employees pursuant to the terms of the Maintenance Agreement. Library shall install a modem and dial-up telephone line to allow Licensor to access, review and modify the Software remotely.

4. **Payments.**

Library shall pay Licensor the Software license fees, in the amounts and under the terms set forth in Exhibit B. All fees shall be payable upon presentation of invoices. Licensor may change its license fees for additional copies of the Software and for Keys upon thirty (30) days prior written notice.

5. **Confidentiality.**

Library agrees that neither Library, its agents nor its employees shall in any manner use, disclose or otherwise communicate any information with respect to the Software which might enable copying of all or any portion of the Software. Library agrees to take all necessary action to protect the confidential and proprietary information included in the Software, including appropriate instructions and agreement with its employees.

6. **Title.**

Library agrees that Licensor owns all copyright, trade secret, patent, trademark and other proprietary rights in and to the Software, including all modifications thereto.

7. **Warranties.**

Licensor warrants that it has clear title to the Software. Licensor further warrants that for a period of ninety (90) days after installation, the Software, if used by Library in accordance with the Software's user documentation, will substantially perform the functions set forth in Exhibit A. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **General Provisions.**

A. Assignability. This Agreement and all rights and obligations thereunder shall not be assignable by Library except with the prior written consent of Licensor. A change in control shall be deemed an assignment subject to this subsection. This Agreement shall be binding upon each party's permitted successors and assigns.

B. Liability. Licensor shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence. In no event shall Licensor's liability exceed the initial license fee for the Software paid by Library. No action or claim relating to this Agreement or the Software may be instituted more than one (1) year after the event giving rise to such action or claim.

C. Indemnification. Licensor shall indemnify and hold Library harmless from and against any claim of infringement of a United States patent or copyright based upon the Software, provided Library gives Licensor prompt notice of and the opportunity to defend any such claim. Licensor shall have the right to settle such claim or, at Licensor's option, provide Library (i) a paid-up license; (ii) substitute, functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid for the Software based on a deemed license term of five (5) years.

D. Entire Agreement; Amendment. This Agreement with its exhibits is the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter. Any change to this Agreement shall not be valid unless it is in writing and signed by both parties.

E. Choice of Law/Arbitration. This Agreement shall be governed by the laws of the State of Minnesota. All unresolved disputes arising under this Agreement shall be submitted to arbitration under the rules of the American Arbitration Association. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

F. Default. In the event of any default of any obligation under this Agreement which remains uncured fifteen (15) days after receipt of written notice of such default, the non-defaulting party may terminate this Agreement. If this Agreement is terminated, all outstanding fees will immediately become due and payable and Library shall return all copies of the Software to Licensor and erase any copies residing in any machine.

G. Waiver. Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.

H. Severability. A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.

I. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the United States mail, sent registered mail by first class, postage prepaid, addressed as set forth at the end of this Agreement.

TECH LOGIC CORPORATION ("Tech Logic")	LIBRARY
By: _____	By: _____
Mark R. Frich Chief Executive Officer/President	
Date: _____, 2003	Date: _____, 2003

City Of Fayetteville

(Not a Purchase Order)

Vendor #	Vendor Name: Tech Logic Corporation	Requisition No.	Date: 5/9/03
		P.O Number	Expected Delivery Date:
Address: 1818 Buerkle Road		Fob Point:	Mail Yes:__ No:__
			Taxable Yes:✓ No:__
			Quotes Attached Yes: ✓ No:__
City: White Bear Lake	State: MN	Zip Code: 55110	Ship to code:
Requester: Louise Schaper		Requester's Employee #	Divison Head Approval:
			Extension:

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Automated Mat.	1		395.32	395.32	4150-4150-5804-00	99073-40		
2	Handling System								
3									
4									
5									
6									
7									
8									
9									
10									
	Shipping/Handling		Lot		395.32				

Special Instructions:

_____

_____

Subtotal:	$0.00
Tax:	$0.00
Total:	$0.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **June 4, 2003**

RE: **Passed Ordinances and Resolutions from City Council meeting of June 3, 2003**

The following Ordinances and Resolutions were passed at the last City Council meeting and are ready for the mayor's signature.

Enclosed are:

1. **Homeland Security Overtime Program:** Resolution authorizing Fayetteville Police Department to apply for Homeland Security Overtime Program (HSOP) Grant in amount of $85,500.00 to pay officer overtime to cover normal duties of the four officers called to active duty in U.S. Armed Forces;

7803

2. **Transfer Funds to Council on Aging:** Resolution approving transfer of $44,366.00 from Senior Center project contingency fund to the Council on Aging (COA) to fund capital purchases for new facility; and approving budget adjustment in amount of $37,218.00 to recognize revenue which has accrued since last budget adjustment, adding it to Senior Center project contingency fund;

7903

3. **ADT Security Services, Inc.:** Resolution awarding Bid #03-30 to ADT Security Services, Inc. in amount of $91,600.00 for purchase and installation of a security system at City's Facilities on Happy Hollow Road; approving project contingency in amount of $4,580.00 and approving budget adjustment in amount of $21,420.00 for same;

80-03

4. **Review & Approve 2003 DBE Goal Update:** Resolution to accept and approve updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) program participation goals for FY2003;

81-03

5. **Maximus, Inc.:** Resolution approving contract w/Maximus, Inc. in amount of $27,240.00 for user fee study and cost allocation plan services; and approving project contingency in amount of $2,760.00;

82-03

6. **Juvenile Accountability Incentive Block Grant:** Resolution accepting Juvenile Accountability Incentive Block Grant (JAIBD) to fund D.A.R.E. and D.A.R.E. Plus programming, gang resistance training and software and training to conduct threat assessments for school population; approving budget adjustment in amount of $33,958.00 to recognize grant revenue and appropriate matching funds;

83-03

7. **Local Law Enforcement Block Grant:** Resolution accepting Local Law Enforcement Block Grant (LLEBG) from U.S. Department of Justice for purchase of ruggedized laptop computers, approving budget adjustment in amount of $35,797.00 to recognize grant revenue and appropriate matching funds;

84-03

8. **GHB&W, Inc.:** Resolution accepting settlement proposal in amount of $105,000.00 from Grubbs, Hoskyns, Barton and Wyatt, Inc. and approval of budget adjustment adding these funds to the library project;

85-03

9. **Unified Development Code:** Ordinance repealing Title XV, Unified Development Ordinance (Originally adopted by Ordinance 4100, June 16, 1998) of Code of Fayetteville and adopting and enacting amended Title XV Unified Development Code;

4489

10. **C-PZD 03-2.00 (Lowe's Home Center):** Ordinance establishing Commercial Planned Zoning District Titled C-PZD 03-2.00 located at southwest corner of Finger Road and Hwy. 62; amending official zoning map of City of Fayetteville; adopting associated Development Project as approved by Planning Commission and amended by City Council;

4490

11. **Tech Logic:** Ordinance waiving requirements of formal competitive bidding and approving contract w/Tech Logic Corporation in amount of $395,632.00 for purchase of automated conveyor, check-in and sorting system for new public library;

4491

12. **Amend Chapter 159.02:** Ordinance to amend Ordinance No. 4447 codified as §150.02 of the Unified Development Ordinance to repeal subsection C.1. Time of Collection and enact new subsection C.1 to conform to new statutory requirements and proclaim an emergency;

4492

13. **Amend Code of Ordinances Section 51.135:** Ordinance to repeal 51.135 Service Deposits of Code of Fayetteville and to enact new §51.135;

4493

14. **ADM 03-8.00**: Resolution reducing right-of-way dedication from South School Avenue centerline to accommodate existing structure located at 729 South School Avenue;

86-03

15. **Raze & Removal:** Resolution order the and removal of a dilapidated and unsafe structure owned by Michael Thurmond located at 205 S. West Avenue in City of Fayetteville, AR.

87-03

Tentative Agenda
For
City Council Meeting
June 3, 2003

A meeting of the Fayetteville City Council will be held on June 3, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the May 20, 2003 meeting minutes.

2. **Homeland Security Overtime Program:** A resolution authorizing the Fayetteville Police Department to apply for a Homeland Security Overtime Program (HSOP) Grant in the amount of $85,500.00 to pay officer overtime to cover the normal duties of the 4 officers called to active duty in the United States Armed Forces.

3. **Transfer Funds to Council on Aging:** A resolution approving the transfer of $44,366.00 from the Senior Center project contingency fund to the Council on Aging (COA) to fund capital purchases for the new facility; and approving a budget adjustment in the amount of $37,218.00 to recognize revenue which has accrued since the last budget adjustment, adding it to the Senior Center project contingency fund.

4. **ADT Security Services, Inc.:** A resolution awarding Bid #03-30 to ADT Security Services, Inc. in the amount of $91,600.00 for the purchase and installation of a security system at ~~the Solid Waste Facility~~ on Happy Hollow Road; approving a project contingency in the amount of $4,580.00 and approving a budget adjustment in the amount of $21,420.00 for same.

Change the resolution

5. **Review and Approve 2003 DBE Goal Update:** A resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) program participation goals for FY2003.

6. **Maximus, Inc.:** A resolution approving a contract with Maximus, Inc. in the amount of $27,240.00 for a user fee study and cost allocation plan services; and approving a project contingency in the amount of $2,760.00.

7. **Juvenile Accountability Incentive Block Grant:** A resolution accepting a Juvenile Accountability Incentive Block Grant (JAIBG) to fund D.A.R.E. and D.A.R.E. Plus programming, gang resistance training, and software and training to conduct threat assessments for the school population; and approving a budget adjustment in the amount of $33,958.00 to recognize the grant revenue and appropriate the matching funds.

8. **Local law Enforcement Block Grant:** A resolution accepting a Local Law Enforcement Block Grant (LLEBG) from the U.S. Department of Justice for the purchase of ruggedized laptop computers, and approving a budget adjustment in the amount of $35,797.00 to recognize the grant revenue and appropriate the matching funds.

B. OLD BUSINESS:

1. **Unified Development Code:** An ordinance repealing Title XV, Unified Development Ordinance (originally adopted by Ordinance 4100 on June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code. ***This ordinance was left on the second reading at the May 20, 2003 City Council meeting.***

2. **C-PZD 03-2.00 (Lowe's Home Center):** An ordinance establishing a Commercial Planned Zoning District titled C-PZD 03-2.00 located at the southwest corner of Finger Road and Highway 62; amending the official zoning map of the City of Fayetteville; and according to the Associated Development Project as approved by the Planning Commission. ***This ordinance was left on the first reading at the May 20, 2003 City Council meeting.***

3. **RZN 03-14.00 (Williams):** An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial. ***This ordinance was left on the second reading at the May 20, 2003 City Council meeting.***

C. NEW BUSINESS:

1. **Grubbs, Hoskyns, Barton & Wyatt, Inc.:** A resolution to accept settlement proposal in the amount of $105,000.00 from Grubbs, Hoskyns, Barton and Wyatt, Inc. and approval of a budget adjustment adding these funds to the Library Project.

2. **Amend Chapter 159.02** (C) (1) "Water and Wastewater Impact Fees": An ordinance to amend ordinance no. 4447 codified as §159.02 of the Unified Development Ordinance to repeal subsection C.1 Time of Collection and enact a new subsection C.1 to conform to new statutory requirements and to proclaim an emergency.

3. **Amend Code of Ordinances Section 51.135:** An ordinance to repeal Section 51.135 Service Deposits, of the Code of Fayetteville and to enact new Section 51.135.

4. **ADM 03-8.00 (Barbee):** A resolution reducing the right of way dedication from S. School Avenue centerline to accommodate the existing structure located at 729 S. School Avenue.

Pull from Agenda

5. **Hay Group Biennial Wage and Benefit Survey:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from the HayGroup in an amount not to exceed $87,500.00 to conduct the biennial wage and benefit survey and perform consulting services related to position grading and performance management; approving a project contingency of $9,000.00 for travel and expenses; and approving a budget adjustment in the amount of $69,500.00 for same.

Pull from agenda

6. **LSD 03-10.00 Appeal (Campus Properties):** Appeal for determination of condition of approval, LSD 03-10.00 Campus Properties, Stone Street Complex.

Comments by the Old Church

7. **R-PZD 03-3.00 (Alexander):** An ordinance establishing a residential planned zoning district titled R-PZD 03-3.00 located at 313 E. Lafayette, 321 E. Lafayette, 346 N. Willow, 354 N. Willow, and 310 Sutton, containing approximately 2.15 acres; amending the official zoning map of the City of Fayetteville; and according to the associated development project as approved by the Planning Commission.

(2)

Updated photos

8. **Raze and Removal 205 S. West Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Michael Thurmond located at 205 S. West Avenue in the City of Fayetteville, Arkansas.

Remove 9. House has been removed

9. **Raze and Removal 219 S. College Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Emperor Investment, LLC and located at 219 S. College Avenue in the City of Fayetteville, Arkansas.

(1)

10. **Tech Logic Corporation:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Tech Logic Corporation in the amount of $395,632.00 for the purchase of an automated conveyor, check-in and sorting system for the New Public Library.

D. INFORMATIONAL:

1. **Council Tour: June 2, 2003**

#5 Pulled to redo

#6 Applicant decided not to appeal

#9 House has been removed

#6 Add item to Agenda to see what the estimate is to put underground.

#8 Staff that used in the past - Number of children that attended school there.

(1)

Agenda Meeting.

Tentative Agenda
For
City Council Meeting
June 3, 2003

A meeting of the Fayetteville City Council will be held on June 3, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the May 20, 2003 meeting minutes.

2. **Homeland Security Overtime Program: Need signed copy**

Juvenile Local Law Enforcement

~~3. Universal Hiring Program Hiring Grants: Need signed copy.~~

B. OLD BUSINESS:

1. **Unified Development Code:** An ordinance repealing Title XV, Unified Development Ordinance (originally adopted by Ordinance 4100 on June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code. ***This ordinance was left on the second reading at the May 20, 2003 City Council meeting.***

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3. **RZN 03-14.00 (Williams):** An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial. ***This ordinance was left on the second reading at the May 20, 2003 City Council meeting.***

C. NEW BUSINESS:

(12) End of New Business

1. **R-PZD 03-3.00:** An ordinance establishing a residential planned zoning district titled R-PZD 03-3.00 located at 313 E. Lafayette, 321 E. Lafayette, 346 N. Willow, 354 N. Willow, and 310 Sutton, containing approximately 2.15 acres; amending the official zoning map of the City of Fayetteville; and according to the associated development project as approved by the Planning Commission.

Library Settlement.

2. **Amend Chapter 159.02** © (1) "Water and Wastewater Impact Fees": An ordinance to amend ordinance no. 4447 codified as §159.02 of the Unified Development Ordinance to repeal subsection C.1 Time of Collection and enact a new subsection C.1 to conform to new statutory requirements and to proclaim an emergency.

(11)

3. **ADM 03-8.00:** A resolution reducing the right of way dedication from S. School Avenue centerline to accommodate the existing structure located at 729 S. School Avenue.

B Last of NB

4. **Raze and Removal 205 S. West Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Michael Thurmond located at 205 S. West Avenue in the City of Fayetteville, Arkansas.

14 Last of NB

5. **Raze and Removal 219 S. College Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Emperor Investment, LLC and located at 219 S. College Avenue in the City of Fayetteville, Arkansas.

6. **LSD 03-10.00 Appeal:** Appeal for determination of condition of approval, LSD 03-10.00 Campus Properties, Stone Street Complex.

@ behind RPZD near end

7. **Tech Logic Corporation:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Tech Logic Corporation in the amount of $395,632.00 for the purchase of an automated conveyor, check-in and sorting system for the New Public Library.

#5

~~8.~~ **Hay Group Biennial Wage and Benefit Survey:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from the HayGroup in an amount not to exceed $87,500.00 to conduct the biennial wage and benefit survey and perform consulting services related to position grading and performance management; approving a project contingency of $9,000.00 for travel and expenses; and approving a budget adjustment in the amount of $69,500.00 for same.

Consent

~~9.~~ **Transfer Funds to Council on Aging:** A resolution approving the transfer of $44,366.00 from the Senior Center project contingency fund to the Council on Aging (COA) to fund capital purchases for the new facility; and approving a budget adjustment in the amount of $37,218.00 to recognize revenue which has accrued since the last budget adjustment, adding it to the Senior Center project contingency fund.

Consent.

10. **ADT Security Services, Inc.:** A resolution awarding Bid #03-30 to ADT Security Services, Inc. in the amount of $91,600.00 for the purchase and installation of a security system at the Solid Waste Facility on Happy Hollow Road; approving a project contingency in the amount of $4,580.00 and approving a budget adjustment in the amount of $21,420.00 for same.

Move to #3 N.B. after Amend Chapter 159.02.

11. **Amend Code of Ordinances Section 51.135:** An ordinance to repeal Section 51.135 service deposits, of the Code of Fayetteville and to enact new Section 51.135.

Consent Consent

12. **Review and Approve 2003 DBE Goal Update:** A resolution to accept and approve the updated Fayetteville Municipal Airport disadvantaged Business Enterprise (DBE) program participation goals for FY2003.

13. **Maximus, Inc.: Need signed copy**

~~14. Downtown Master Plan: Need signed copy~~

D. INFORMATIONAL:

1. **Council Tour: June 2, 2003**

1- Library
2- Amend Chapter 159.02
3- Section 51.135
4- ADM 03-8.00
5- Hay Group
6- LSD 03-10.00
7- R PZD-03-3.00
8- Raze
9- Raze

10- Tech Legre.

[redacted]

Agendas

From: Renee Thomas
To: Smith, Sondra
Date: 5/28/03 10:35AM
Subject: Campus Properties

Paula with Milholland Company said that after Tom Jefcoat met out on site with the owner they decided to place the utilities underground and abide by the Planning Commission conditions of approval. Therefore, it is not necessary to appeal the Large Scale Development approval. Please pull the item from the agenda.

Thanks,

Renee

Renee Thomas
Senior Secretary
City of Fayetteville
Community Planning
& Engineering Services
113 W. Mountain
Fayetteville, AR 72701
(479) 575-8268
rthomas@ci.fayetteville.ar.us

From: Chad Ball
To: Smith, Sondra
Date: 5/27/03 1:00PM
Subject: City Council Meeting June 3rd

Please remove item #9 from section C of the Agenda. The structure located on 219 S. College Avenue has been removed. Thank You.

Chad Ball
Code Compliance Administrator
(479) 444-3430

Draft Tentative Agenda
For
City Council Meeting
June 3, 2003

A meeting of the Fayetteville City Council will be held on June 3, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the May 20, 2003 meeting minutes.

2. **Homeland Security Overtime Program: Need signed copy**

dead pull 3. **Universal Hiring Program Hiring Grant: Need signed copy**

B. OLD BUSINESS:

C. NEW BUSINESS:

Put descriptions in italics

1. **R-PZD 03-3.00: Need signed copy**

2. **ADM 03-8.00: Need signed copy**

TALK: whether put on or not Hugh

3. **Raze and Removal 205 S. West Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Michael Thurmond located at 205 S. West Avenue in the City of Fayetteville, Arkansas.

4. **Raze and Removal 219 S. College Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Emperor Investment, LLC and located at 219 S. College Avenue in the City of Fayetteville, Arkansas.

5. **LSD 03-10.00 Appeal:** Appeal for determination of condition of approval, LSD 03-10.00 Campus Properties, Stone Street Complex.

6. **Tech Logic Corporation:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Tech Logic Corporation in the amount of $395,632.00 for the purchase of an automated conveyor, check-in and sorting system for the New Public Library.

Items pulled off original agenda

7. **Hay Group Biennial Wage and Benefit Survey:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from the HayGroup in an amount not to exceed $87,500.00 to conduct the biennial wage and benefit survey and perform consulting services related to position grading and performance management; approving a project contingency of $9,000.00 for travel and expenses; and approving a budget adjustment in the amount of $69,500.00 for same.

8. **Transfer Funds to Council on Aging: Need signed copy.**

CIP budgeted item

9. **ADT Security Services, Inc.:** A resolution awarding Bid #03-30 to ADT Security Services, Inc. in the amount of $91,600.00 for the purchase and installation of a security system at the Solid Waste Facility on Happy Hollow Road; approving a project contingency in the amount of $4,580.00 and approving a budget adjustment in the amount of $21,420.00 for same.

Jon should have voted on this.

10. **Amend Code of Ordinances: Need signed copy** (1) (2) Impact Fee amendment) - 2 separate items

11. **Maximus, Inc.: Need signed copy**

12. **Downtown Master Plan: Need signed copy**

D. INFORMATIONAL:

1. **Council Tour: June 2, 2003**

Disadvantage Business Project — Airport

Grant Project - final changeorder - Airport
over budget: Cont. amount

Reports DDEP due June 1st
$20,000 request.

NORTHWEST ARKANSAS EDITION
Arkansas Democrat Gazette

AFFIDAVIT OF PUBLICATION

I, Diane Williams, do solemnly swear that I am Legal Clerk of the Arkansas Democrat-Gazette/Northwest Arkansas Times newspaper, printed and published in Lowell, Arkansas, and that from my own personal knowledge and reference to the files of said publication, that advertisement of:

Final Agenda was inserted in the regular editions on 6/2/03.

PO# 03-00001754-001

** Publication Charge: $ 208.35

Subscribed and sworn to before me this

2nd day of June, 2003.

Sheri Denise Sutton
Notary Public

My Commission Expires: 5-1-07

** Please do not pay from Affidavit.
An invoice will be sent.

OFFICIAL SEAL
SHERI DENISE SUTTON
NOTARY PUBLIC . ARKANSAS
WASHINGTON COUNTY
COMMISSION EXP. 05/01/07

RECEIVED
JUN 03 2003
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Final Agenda For
City Council Meeting
June 3, 2003

City of Fayetteville

A meeting of the Fayetteville City Council will be held on June 3, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

A. CONSENT

1. Approval Of The Minutes: Approval of the May 20, 2003 meeting minutes.
2. Homeland Security Overtime Program: A resolution authorizing the Fayetteville Police Department to apply for a Homeland Security Overtime Program (HSOP) Grant in the amount of $85,500.00 to pay officer overtime to cover the normal duties of the 4 officers called to active duty in the United States Armed Forces
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5. Review and Approve 2003 DBE Goal Update: A resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) program participation goals for FY2003
6. Maximus, Inc.. A resolution approving a contract with Maximus, Inc. in the amount of $27,240.00 for a user fee study and cost allocation plan services, and approving a project contingency in the amount of $2,760.00.
7. Juvenile Accountability Incentive Block Grant: A resolution accepting a Juvenile Accountability Incentive Block Grant (JAIBG) to fund D.A.R.E. and D.A.R.E. Plus programming, gang resistance training, and software and training to conduct threat assessments for the school population, and approving a budget adjustment in the amount of $33,958.00 to recognize the grant revenue and appropriate the matching funds.
8. Local law Enforcement Block Grant: A resolution accepting a Local Law Enforcement Block Grant (LLEBG) from the U.S. Department of Justice for the purchase of ruggedized laptop computers, and approving a budget adjustment in the amount of $35,797.00 to recognize the grant revenue and appropriate the matching funds.
9. Grubbs, Hoskyns, Barton & Wyatt, Inc.. A resolution to accept settlement proposal in the amount of $105,000.00 from Grubbs, Hoskyns, Barton and Wyatt, Inc. and approval of a budget adjustment adding these funds to the Library Project.

B. OLD BUSINESS:

1. RZN 03-14.00 (Williams): An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial. This ordinance was left on the second reading at the May 20, 2003 City Council meeting.
2. Unified Development Code: An ordinance repealing Title XV, Unified Development Ordinance (originally adopted by Ordinance 4100 on June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code. This ordinance was left on the second reading at the May 20, 2003 City Council meeting.
3. C-PZD 03-2.00 (Lowe's Home Center): An ordinance establishing a Commercial Planned Zoning District titled C-PZD 03-2.00 located at the southwest corner of Finger Road and Highway 62; amending the official zoning map of the City of Fayetteville; and according to the Associated Development Project as approved by the Planning Commission. This ordinance was left on the first reading at the May 20, 2003 City Council meeting

C. NEW BUSINESS:

1. Tech Logic Corporation. An ordinance waiving the requirements of formal competitive bidding and approving a contract with Tech Logic Corporation in the amount of $395,632.00 for the purchase of an automated conveyor, check-in and sorting system for the New Public Library
2. R-PZD 03-3.00 (Alexander): An ordinance establishing a residential planned zoning district titled R-PZD 03-3.00 located at 313 E. Lafayette, 321 E. Lafayette, 346 N. Willow, 354 N. Willow, and 310 Sutton, containing approximately 2.15 acres; amending the official zoning map of the City of Fayetteville; and according to the associated development project as approved by the Planning Commission.
3. Amend Chapter 159.02 (C) (1) "Water and Wastewater Impact Fees": An ordinance to amend ordinance no. 4447 codified as §159.02 of the Unified Development Ordinance to repeal subsection C.1 Time of Collection and enact a new subsection C.1 to conform to new statutory requirements and to proclaim an emergency
4. Amend Code of Ordinances Section 51.135: An ordinance to repeal Section 51.135 Service Deposits, of the Code of Fayetteville and to enact new Section 51.135.
5. ADM 03-8.00 (Barbee): A resolution reducing the right of way dedication from S. School Avenue centerline to accommodate the existing structure located at 729 S. School Avenue.
6. Raze and Removal 205 S. West Avenue. A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Michael Thurmond located at 205 S. West Avenue in the City of Fayetteville, Arkansas.

D. INFORMATIONAL:

1. Council Tour: June 2, 2003