

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
July 5, 2005**

A meeting of the Fayetteville City Council will be held on July 5, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

A. CONSENT:

1. **ADEQ Grant New Holland Loader:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept a grant totaling \$37,661.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a LW130B New Holland Articulated Loader; and approving a budget adjustment to recognize the grant revenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 123-05.

2. **Lightening Electric, Inc. Contract for T-Hangar Improvements:** A resolution awarding a contract to Lightening Electric, Inc. in the amount of \$120,300.00 to improve the electrical systems in T-Hangers "A" through "D" at the Fayetteville Municipal Airport, Drake Field; approving a project contingency of \$6,015.00; and approving a budget adjustment in the amount of \$126,315.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 124-05.

3. **T-G Excavating, Inc. Contract - Farmington Sewer Rehab.:** A resolution awarding a construction contract to T-G Excavating, Inc. in the amount of \$144,444.00 for the Farmington Sanitary Sewer System Manhole Rehabilitation; and approving a 10% project contingency in the amount of \$14,444.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 125-05.

4. **Laureate Fields Subdivision Park Land Dedication:** A resolution rescinding resolution No. 136-04 and accepting the Parks and Recreation Advisory Board's revised recommendation to accept 5.064 acres of Land located on the future site of Park West at Audubon as the required Park Land Dedication for Laureate Fields Development.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 126-05.

5. **Devonshire Manor Park Land Dedication:** A resolution accepting the Parks and Recreation Advisory Board's recommendation to accept approximately 2.48 acres of land and approximately \$13,135.00 cash in lieu of the required Park Land Dedication for Devonshire Manor Development.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 127-05.

6. **Score Uniforms Contract for Soccer Uniforms:** A resolution awarding Bid #05-20 and approving the purchase of youth soccer uniforms from Score Uniforms in the amount of \$29,700.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 128-05.

7. **Arkansas Automatic Sprinklers, Inc. Contract for Seven Hills Homeless Shelter:** A resolution approving a contract with Arkansas Automatic Sprinklers, Inc. in an amount not to exceed \$35,869.00 to install a sprinkler system at the Seven Hills Homeless Shelter.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 129-05.

8. **Timberworks Contract – Rehabilitation of a CDBG Residence:** A resolution approving a contract in the amount of \$24,998.00 with Mike Castner D/B/A Timberworks for rehabilitation of a CDBG eligible residence; and approving a contingency in the amount of \$1,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 130-05.

9. **Airport Snow Blower Sale to Abbotsford International Airport:** A resolution approving the sale of a used snow blower to the high bidder, City of Abbotsford, British Columbia, Canada in the amount of \$172,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 131-05.

10. **Midland Construction, Inc. - Meadow Street Structure Improvements Project:** A resolution approving a contract with Midland Construction, Inc. in the amount of \$295,153.00 for the Meadow Street Parking Structure Improvements Project; approving a 15% Project Contingency in the amount of \$44,273.00; and approving a Budget Adjustments in the amount of \$132,803.00 for same.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 132-05.

11. **Palmer & Son Construction, LLC Mowing & Clean-up Services:** A resolution awarding Bid #05-46 and approving a contract with Palmer & Son Construction, LLC in the amount of \$10,000.00 to provide mowing and clean-up services for City Code Compliance efforts.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 133-05.

B. UNFINISHED BUSINESS:

- 1. PZD Ordinance Amendment:** An ordinance amending Sections 166.06 Planned Zoning Districts (PZD), and Sections 161.25 (C), (D) and (E) Planned Zoning District, Title XV of The Unified Development Code, Fayetteville Code of Ordinances, to allow Master Development Plans to be submitted as an option without submitting a subdivision or large scale development and clarifying other requirements, conditional uses, and development standards planned zoning districts. *This Ordinance was Left on the Second Reading at the June 21, 2005 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4717.

- 2. Planning Commission Appeal (TGI FRIDAY'S):** A request to appeal the Planning Commission's decision to alter the sign package submitted by TGI Friday's. *This item was tabled at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION 134-05.

- 3. Planning Commission Appeal (Dixie Development):** An ordinance annexing that property described in ANX 05-1490 for approximately 24.35 acres located at the northeast corner of Mount Comfort Road and Hughmount Road and zoning such property R-A Residential Agricultural. *This item was Left on the Second Reading at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*

THIS ITEM WAS TABLED TO THE JULY 19, 2005 CITY COUNCIL MEETING.

- 4. RZN 05-1491 (Dixie Development):** An ordinance rezoning that property described in rezoning petition RZN 05-1491 for approximately 24.35 acres located at the northeast corner of Mount Comfort and Hughmount Road, from R-A, Residential-Agricultural to RSF-4, Residential Single Family, 4 units per acre. *This item was Left on the Second Reading at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*

THIS ITEM WAS TABLD TO THE JULY 19, 2005 CITY COUNCIL MEETING.

C. NEW BUSINESS:

- 1. United States Census Bureau:** A resolution approving a Memorandum of Understanding with the United States Census Bureau for the purpose of conducting a Special Census for Fayetteville, Arkansas in the amount of \$961,770.00; and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 135-05.

2. **Arkansas Soil & Water Bond Purchase Agreement -Westside Plant:** An ordinance authorizing the issuance and sale of not to exceed \$65,000,000 of a Sales and Use Tax Capital Improvement Bond, Series 2005, by the City of Fayetteville, Arkansas for the purpose of financing a portion of the costs of acquiring, constructing and equipping a new wastewater treatment facility and related sewerage improvements; providing for the payment of the principal of and interest on the Series 2005 Bond; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2005 Bond; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4718.

3. **C-2 Projects, LLC Contract - Highway 62 Farmington Waterline Replacement Project:** A resolution approving a construction contract with C-2 Projects, LLC in the amount of \$1,180,177.45 for the Highway 62-Farmington Waterline Replacement Project; approving a 12% Project Contingency in the amount of \$140,000.00; and approving a Budget Adjustment in the amount of \$678,585.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 136-05.

4. **McClelland Consulting Engineers Amendment # 2 – Highway 62 Farmington Waterline Replacement Project:** A resolution approving a contract amendment No. 2 with McClelland Consulting Engineers, Inc. in the amount of \$56,867.00 for the Highway 62-Farmington Waterline Replacement Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 137-05.

5. **ANX 05-1495 (Benton Development):** An ordinance annexing that property described in Annexation Petition ANX 05-1495 for property located at the southwest corner of Weir Road and Salem Road, containing 10.47 acres.

THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

6. **RZN 05-1502 (Benton Development):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1502 for approximately 10.47 acres located at the southwest corner of Weir Road and Salem Road from R-A, Residential Agricultural, to RSF-4, Residential Single-Family, 4 Units Per Acre.

THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

7. **RZN 05-1523 (Hartlerode):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1523 for approximately 0.25 acres located at 2826 South School Avenue from RSF-4, Residential Single-Family, 4 Units Per Acre to C-2, Thoroughfare Commercial.

THIS ITEM WAS TABLED TO THE JULY 19, 2005 CITY COUNCIL MEETING.

8. **VAC 05-1521 (Ralston):** An ordinance approving VAC 05-1521 submitted by Michael Ralston for property located at 3450 Natchez Trace vacating a portion of utility easement as indicated on the attached map and legal description.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4719

9. **Associated Time & Parking Controls, Inc. Contract:** A resolution awarding Bid #05-13 and approving a contract with Associated Time & Parking Controls, Inc. in the amount of \$149,219.91 for Parking Access and Revenue Control Equipment; approving a project contingency in the amount of \$20,534.85; and approving a budget adjustment in the amount of \$169,755.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 138-05.

D. INFORMATIONAL:

July 4, 2005 Holiday – City Offices will be Closed

Council Tour: None

Meeting adjourned at 8:07 p.m.

Subject:	Roll				
Motion To:					
Motion By:					
Seconded:					
Roll	Marr	✓			
	Rhoads	✓			
	Ferrell	✓			
Action Taken	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
Vote	Cook	✓			
	Mayor Coody	✓			

Subject:	Consent				
Motion To:		Approve			
Motion By:		Jordan			
Seconded:		Marr			
Consent	Marr	✓			
	Rhoads	✓			
passed	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
8-0	Thiel	✓			
Vote	Cook	✓			
	Mayor Coody				

Res 123-05 to 133-05

Subject:	PZD Ordinance Amendment				
Motion To:	<u>Amend to include the Planning Commission Recommendation to the City Council</u> <u>Hugh Earnest</u>				
Motion By:	Thiel				
Seconded:	Lucas				
B.I. Unfinished	Marr	N			
	Rhoads	N			
	Ferrell	N			
<u>Amend</u> Action Taken	Lucas	Y			
	Jordan	Y			
	Reynolds	N			
4-4	Thiel	Y			
Vote <u>failed</u>	Cook	Y			
	Mayor Coody	Mayor Coody Chose not to Vote			

Subject:	PZD Ordinance Amendment				
Motion To:	Pass				
Motion By:					
Seconded:					
B.I. Unfinished	Marr	✓			
	Rhoads	✓			
	Ferrell	✓			
<u>passed</u> Action Taken	Lucas	N			
	Jordan	N			
	Reynolds	✓			
5-3	Thiel	✓			
Vote	Cook	N			
	Mayor Coody				

Subject:	Planning Commission Appeal (TGI Friday's)				
Motion To:		Approve Appeal			
Motion By:		Ferrell			
Seconded:		Reynolds			
B.2.	Marr	✓			
Unfinished	Rhoads	✓			
	Ferrell	✓			
Approve Appeal Action Taken	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
8-0	Thiel	✓			
Vote	Cook	✓			
	Mayor Coody				

~~7-18~~ 134-05

Subject:	Planning Commission Appeal (Dixie Development)				
Motion To:		Table until 7/19/05 City Council Meeting			
Motion By:		Marr			
Seconded:		Jordan			
B.3.	Marr	✓			
Unfinished	Rhoads	✓			
	Ferrell	✓			
Table until 7/19/05 Action Taken	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
8-0	Thiel	✓			
Vote	Cook	✓			
	Mayor Coody				

Tabled

Subject:	R2N 05-1491 (Dixie Development)				
Motion To:	Table until the 7/19/05 City Council Meeting				
Motion By:	Jordan				
Seconded:	Ferrell				
B.4. Unfinished	Marr	✓			
	Rhoads	✓			
	Ferrell	✓			
Tabled until 7/19/05 Action Taken	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
8-0	Thiel	✓			
Vote Tabled	Cook	✓			
	Mayor Coody				

Subject:	United States Census Bureau				
Motion To:	Approve				
Motion By:	Marr				
Seconded:	Ferrell				
C.1. New Business	Marr	✓			
	Rhoads	✓			
	Ferrell	✓			
Passed Action Taken	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
Vote 8-0	Cook				
	Mayor Coody				

135-05

Subject:	Arkansas Soil & Water Bond Purchase Agreement -				
Motion To:		2nd read	3rd read	Pass	Westside
Motion By:		Thiel	Jordan		Plant
Seconded:		Cook	Reynolds		
C. 2. New Business	Marr	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
Action Taken passed 8-0	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
Vote	Cook	✓	✓	✓	
	Mayor Coody				

4719

Subject:	C-2 Projects, LLC Contract				
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Reynolds			
C. 3. New Business	Marr	✓			
	Rhoads	✓			
	Ferrell	✓			
Action Taken passed 8-0	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
Vote	Thiel	✓			
	Cook	✓			
	Mayor Coody				

136-05

Subject:	McClelland Consulting Engineers Amendment #2				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Jordan			
C. 4. New Business	Marr	✓			
	Rhoads	✓			
	Ferrell	✓			
Action Taken Approve	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
Vote 8-0	Cook	✓			
	Mayor Coody				

137-05

Subject:	ANX - 05-1495 (Benton Development)				
Motion To:		2nd read Thiel			
Motion By:		Jordan			
Seconded:					
C. 5. New Business	Marr	✓			
	Rhoads	Recuse			
	Ferrell	✓			
Action Taken Left on Second Read	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
Vote 7-0-	Cook	✓			
	Mayor Coody				

1 Recuse

Subject:	RZN - 05-1502 (Benton Development)				
Motion To:		2nd read			
Motion By:		Jordan			
Seconded:		Marr Lucas			
C. 6. New Business Action Taken Left on Second Reading	Marr	✓			
	Rhoads	Recuse			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
Vote 7-0-	Cook	✓			
	Mayor Coody				

1 Recuse

Subject:	RZN - 05-1523 (Hartlerode)				
Motion To:		Table until 7/19/05			
Motion By:		Reynolds			
Seconded:		Marr			
C. 7. Action Taken	Marr	✓			
	Rhoads	✓			
	Ferrell	✓			
Jailed until 7/19/05 Action Taken	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
8-0	Thiel	✓			
Vote	Cook	✓			
	Mayor Coody				

Subject:	UAC 05-1521 (Ralston)				
Motion To:		2nd read	3rd read	Pass	
Motion By:		Rhoads	Jordan		
Seconded:		Ferrell	Rhoads		
C. 8. New Business	Marr	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
passed Action Taken	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
8-0	Thiel	✓	✓	✓	
Vote	Cook	✓	✓	✓	
	Mayor Coody				

4719

Subject:	Associated Time & Parking Controls				
Motion To:		Amend to Parking Fund	Instead of CIP	Approve	End of Side 2 Brenda Thiel!
Motion By:		Ferrell		Marr	
Seconded:		Reynolds		Thiel	Concerned about the coming out of CIP if there are funds in the Parking Fund
C. 9. New Business	Marr	✓		✓	
	Rhoads	✓		✓	
	Ferrell	✓		✓	
Action Taken	Lucas	✓		✓	
	Jordan	✓		✓	
	Reynolds	✓		✓	
passed	Thiel	✓		✓	
Vote 8-0	Cook	✓		✓	
	Mayor Coody				

~~138-05~~

138-05

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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5. **ANX 05-1495 (Benton Development):** An ordinance annexing that property described in Annexation Petition ANX 05-1495 for property located at the southwest corner of Weir Road and Salem Road, containing 10.47 acres.
6. **RZN 05-1502 (Benton Development):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1502 for approximately 10.47 acres located at the southwest corner of Weir Road and Salem Road from R-A, Residential Agricultural, to RSF-4, Residential Single-Family, 4 Units Per Acre.

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D. INFORMATIONAL:

July 4, 2005 Holiday – City Offices will be Closed

Council Tour: None

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

*Added at Agenda
Session 6/28/05
A.12.*

A. 11
Palmer & Sons Construction, LLC
Mowing & Clean-up Services
Page 1 of 22

5-Jul-05

City Council Meeting Date

Yolanda Fields

Submitted By

Com Res & Code Comp

Division

Operations

Department

Action Required:

~~Public Hearing and~~ Resolution to approve Bid #05-46, Site Clean-up and Maintenance

\$10,000

Cost of this request

1010 6420 5315 00

Account Number

Project Number

\$25,000

Category/Project Budget

\$15,000.00

Funds Used to Date

\$ 10,000.00

Remaining Balance

Program Category / Project Name

Contract

Services

Program / Project Category Name

General Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Finance and Internal Service Director

Date

Received in City Clerk's Office

ENTERED
6/17/05

Received in Mayor's Office

ENTERED
6/21/05

Mayor

Date

Comments: Staff recommends approval of contract

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Gary Dumas, Director of Operations
From: Yolanda Fields, ~~CRCC~~ Director
Date: June 13, 2005
Subject: Approving Bid # 05-46 Site Clean-up & Maintenance

RECOMMENDATION

Staff recommends a resolution approving Bid # 05-46, Site Clean-up and Maintenance.

BACKGROUND

The code compliance program requires notification of non-compliance items as outlined in Chapter 95 of the City of Fayetteville Code of Ordinances. The notification advises the property owner of the violation and outlines corrective actions to be taken. If situations are not handled within the allow timeframe a contractor is used to correct the violation(s) and the property owner is billed for the project cost. Bid #05-46 was generated to obtain mowing and clean-up services for the code compliance effort.

DISCUSSION

The Invitation to Bid was conducted in accordance to the policies and procedures set forth by the Purchasing Division. The Code Compliance Program will use the Site Clean-up & Maintenance contractor to correct violations that are not addressed by the property owner, in accordance with the City of Fayetteville's Protocols and Procedures for Ordinance Enforcement.

BUDGET IMPACT

Contractor expense for mowing and clean-ups is budgeted under contract services in the Code Compliance Program.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Steve Davis, Finance & Internal Services Director
From: Peggy Vice, Purchasing Manger *P. Vice*
Date: June 17, 2005
Subj: Bid 05-46 Site Clean-up & Maintenance

Recommendation

Approval of Contract with Palmer & Son Construction, LLC

Discussion

This project was advertised in the NWA Democrat Gazette and was bid by the Purchasing Division. Purchasing contacted several vendors from the yellow pages to try and get more bidders and better competition. Two bids were received. They were from Palmer & Sons Construction, LLC and Lawn Ranger. Lawn Ranger is a business that recently moved here from Hot Springs.

Palmer & Son Construction, LLC has filled out a disclosure form stating they are related to Deidre Uselton in the CRCC Division. This project will not be overseen or any pay items approved by Deidre. Deidre's job functions are in the Community Development part of the division and this project is in the Community Code Compliance part of the division.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #05-46 AND APPROVING A CONTRACT WITH PALMER & SON CONSTRUCTION, LLC IN THE AMOUNT OF \$10,000.00 TO PROVIDE MOWING AND CLEAN-UP SERVICES FOR CITY CODE COMPLIANCE EFFORTS.

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 #05-46 and approves a contract with Palmer & Son Construction, LLC in the amount of \$10,000.00 to provide mowing and clean-up services for City Code Compliance efforts. A copy of the contract, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 5th day of July 2005.

APPROVED:

By: _____

DAN GOODY, Mayor

ATTEST

By: _____

SONDRA SMITH, City Clerk

BID: 05-46
DATE: 5/13/2005
TIME: 3:00 PM
CITY OF FAYETTEVILLE

Site Clean-Up

1. Palmer & Son Construction	\$20.00/hr	\$20.00/hr	\$35.00/hr	\$20.00/hr
2. The Lawn Ranger	\$28.50/hr	\$24.50/hr	No Bid	\$17.50/hr

CERTIFIED: P. Vice
P. VICE PURCH MGR

Heber
WITNESS

6/13/05
DATE

CONTRACT

This contract executed this _____ day of _____, 2005, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and Palmer & Son Construction, LLC at P.O. Box 283, West Fork, AR.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Palmer & Son Construction, LLC at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid #05-46 as stated in Palmer & Son Construction, LLC bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid #05-46, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay for completion of each project based on prices indicated in Palmer & Son Construction, LLC bid proposal. Contract amount shall not exceed approved 2005 budget for contract services under the Code Compliance Program. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Palmer & Son Construction, LLC consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid #05-46 with the specifications and conditions typed thereon.
 - B. Palmer & Son Construction, LLC bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and Palmer & Son Construction, LLC and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Palmer & Son Construction, LLC.
5. Palmer & Son Construction, LLC shall not assign its duties under the terms of this agreement.
6. Palmer & Son Construction, LLC agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Palmer & Son Construction, LLC performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Palmer & Son Construction, LLC shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Palmer & Son Construction, LLC shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

1. Workmen's Compensation Statutory Amount
2. Comprehensive General & Automobile Insurance
3. Bodily Injury Liability \$250,000 for each person injured.
\$500,000 for each accident.
4. Property Damage Liability \$500,000 aggregate.

The premiums for all insurance required herein shall be paid by Palmer & Son Construction, LLC.

8. Palmer & Son Construction, LLC to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Palmer & Son Construction, LLC with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2005.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY _____

Dan Coody, MAYOR

ATTEST: CITY CLERK

BY _____

Robin J. Palmer
Palmer & Son Construction, LLC

ATTEST:

Maya M. Lambert

RECEIVED
JUN 13 2005
PURCHASING



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

INVITATION TO BID

Bid # 05-46

Site Clean-up & Maintenance

**Purchasing Division
479-575-8220**

BID #: 05-46

DATE ISSUED: June 3, 2005

DATE & TIME OF OPENING: June, 13 2005 – at 3:00 pm

BUYER: Andrea Foren, Room 306 ~ (479) 575-8220

F.O.B. Fayetteville, AR

Invitation to Bid
Bid 05-46, Site Clean-up & Maintenance
City of Fayetteville - 2005

YEAR ISSUED: 2005

PROJECT ADDRESS: Various sights within the Fayetteville City limits.

Contractor may bid all numbered items or just specific items. Contractor must provide documentation that material was hauled to a legal landfill when payment request is submitted. Contractor must be able to start job 5 working days from date of notification (under normal working conditions). The City of Fayetteville reserves the right to take appropriate measures to properly document any part of the service provided.

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal regarding the articles being bid on, and agree to furnish these articles at the price stated. This price is considered complete and shall include labor, materials, profit, overhead, insurance, etc.

Please notice: The City of Fayetteville would like to inform all bidders of the following information:

- The City of Fayetteville has spent \$15,000 since January 1, 2005 on the cleaning up of various sites within the City.
- Please be aware that as of June 3, 2005, the City of Fayetteville needs to clean up approximately twenty-two (22) sites within the City limits.
- It shall be the discretion of the City of Fayetteville to determine if a site is considered "clean". If any site is not considered "clean" by appropriate City of Fayetteville personnel, the service provider must work in a timely manner to get the site to standards acceptable by the City of Fayetteville.

Upon signing this Bid, the bidder also agrees to the following conditions:

(1) Changes in scope or price

Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

(2) Freedom of Information Act

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

(3) Jurisdiction

Legal jurisdiction to resolve any disputes must be Arkansas with Arkansas law applying to the case.

(4) Arbitration/Mediation

We do not agree to mediate or arbitrate any dispute.

(5) Interest charges for late payments

We are very credit worthy and pay our bills within a reasonable time. We do NOT agree to any interest or penalty for "untimely" payments.

(6) Employee Relationship Disclosure Form

Bidder agrees to fill out the attached form, "Contract and Grant Disclosure Certification Form, City of Fayetteville – Employee Relationships". This is to disclose any relationship that any bidder might have with any City of Fayetteville Employee, City of Fayetteville Council Member, or other relationship that the bidder feels necessary to disclose.

(7) Pricing

If awarded, these prices shall remain good and firm for the calendar year 2005:

Bid 05-46, Site Clean-Up & Maintenance Hourly Rates ~ 2005		
Item	Includes	Hourly Rate
1	Picking up and hauling of junk and debris such as: appliances, tires, brush, yard waste, trash etc.	\$ <u>20.00</u> ** Per hour
2	Mow and run weed-eater for grass/weeds up to 3 feet tall.	\$ <u>20.00</u> ** Per hour
3	Brush hog for grass/weeds over 3 feet tall.	\$ <u>35.00</u> ** Per hour
4	Amount charged if additional person or persons are needed.	\$ <u>20.00</u> ** Per hour/person
** Disposal fees will be reimbursed at cost. **Vendor must provide receipt with invoice in order for proper payment to be received.		

If a truck(s) will be used to haul the materials specified to be cleaned up, indicate truck size:

- 1.) Long Bed Full sized Dodge
- 2.) Long Bed Full sized Ford
- 3.) _____

If a trailer will be used to haul the materials specified to be cleaned up, indicate trailer size:

- 1.) 16 Ft Haul Trailer
 - 2.) 16 Ft Haul Trailer
 - 3.) 16 Ft Haul trailer
-

Contract Information Section

*All fields in this section must be completed; if section is incomplete,
bid will be eliminated from consideration.*

Date: 6/7/05

Complete Business Address:

Name of Firm: Palmer + Son Construction LLC

Phone: 479-761-3531 Cell Phone: 479 841-0824

Street Address or P.O. Box # P.O. Box 283

City/State/Zip Code West Fork AR 72774

Printed Name: Leo Palmer

Signature: Leo Palmer Title: Owner

Federal Tax ID# _____ or SS# 1 - 1 - 1

This entire bid, as well as any addendum that are related, must be returned to the Purchasing Division, Room 306, in the following form on or before the time and date of the bid opening:

- Sealed envelope marked legibly with "Bid 05-46, Site Clean-Up and Maintenance".
- A copy of any addenda that are issued in accordance with Bid 05-46, Site Clean-Up and Maintenance must be submitted in acknowledgement that you agree to the terms stated in that addendum.
- Bid MUST be submitted before 3:00 p.m. on June 13, 2005. Bids received after this date and time will not be accepted.
- All documents pertaining to this bid must be delivered to the following address via mail or in person at:

**City of Fayetteville
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701**

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

City of Fayetteville – Employee Relationships
Failure to complete all of the following information may result in a delay in obtaining a contract, lease, or purchase agreement with City of Fayetteville.

F-1

SOCIAL SECURITY NUMBER

FEDERAL ID NUMBER

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

TAXPAYER ID#:

☐ R ☐ O

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

Leo Palmer / Palmer & Son Construction

☐ Goods?

☐ Services?

☒ Both?

YOUR LAST NAME: Palmer

FIRST NAME: Leo

MI: E

ADDRESS: P.O. Box 283

STATE: AR

ZIP CODE: 72774

COUNTRY: U.S.

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY CITY AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

For Individuals:

Indicate below if: you, your spouse or the brother, sister, parent, or child of your or your spouse is a current or former employee of the City of Fayetteville, Fayetteville City Council Member, etc:

Position Held	Mark(4)		Name of Position of Job Held (name of board member, council person, data entry, secretary, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Person's Name(s)	Relation
	Current	Former		From MM/YY	To MM/YY			
City of Fayetteville Employee	☒		<u>CR Project Admin.</u>	<u>3/23</u>	<u>Present</u>	<u>Deidre Uselton</u>		<u>Sister/daughter</u>
City of Fayetteville Council Member								

None of the above applies ☐

For Businesses:

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the City of Fayetteville: City Employee, City Council Member or the spouse, brother, sister, parent, or child of a City Employee or Council Member, Or other. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark(4)		Name of Position of Job Held (Council member, name of employee title; data entry, secretary, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Person's Name(s)	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY				
City of Fayetteville Employee									
City of Fayetteville Council Member									

None of the above applies ☐

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM
City of Fayetteville – Employee Relationships

7/1/98 Rev.01

F-2

Failure to make any disclosure required, or any violation of any rule, regulation, or policy, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the City of Fayetteville.

As an additional condition of obtaining or renewing a contract with City of Fayetteville I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required, or any violation of any rule, regulation, or policy, shall be material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature	<u>Scott Palmer</u>	Title	<u>Owner</u>	Date	<u>6/2/05</u>
Entity Contact Person		Title		Phone No.	

Forms Available from Purchasing Office at (479) 575-8220
*Note: Please list additional disclosures on separate sheet of paper if more space is needed.

RECEIVED
JUN 13 2005
PURCHASING



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

INVITATION TO BID

Bid # 05-46
Site Clean-up & Maintenance

Purchasing Division
479-575-8220

BID #: 05-46

DATE ISSUED: June 3, 2005

DATE & TIME OF OPENING: June, 13 2005 – at 3:00 pm

BUYER: Andrea Foren, Room 306 ~ (479) 575-8220

F.O.B. Fayetteville, AR

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YEAR ISSUED: 2005

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3	Brush hog for grass/weeds over 3 feet tall.	\$ _____ ** Per hour
4	Amount charged if additional person or persons are needed.	\$ <u>17.50</u> ** Per hour/person
** Disposal fees will be reimbursed at cost. ** Vendor must provide receipt with invoice in order for proper payment to be received.		

If a truck(s) will be used to haul the materials specified to be cleaned up, indicate truck size:

- 1.) Regular Size Dodge $\frac{1}{2}$ ton
- 2.) _____
- 3.) _____

If a trailer will be used to haul the materials specified to be cleaned up, indicate trailer size:

- 1.) 14 ft long - 6 ft wide
 - 2.) 5 ft wide - 10 ft long
 - 3.) _____
-

Contract Information Section

*All fields in this section must be completed; if section is incomplete,
bid will be eliminated from consideration.*

Date: 06-13-05

Complete Business Address:

Name of Firm: Lawn Ranger

Phone: 501-520-0873 Cell Phone: 479-601-0025

Street Address or P.O. Box # 514 Belle Terre Ave

City/State/Zip Code Hot Springs, Ar 71913

Printed Name: Robert Evans

Signature: Robert Evans Title: Owner

Federal Tax ID# or SS#

This entire bid, as well as any addendum that are related, must be returned to the Purchasing Division, Room 306, in the following form on or before the time and date of the bid opening:

- Sealed envelope marked legibly with "Bid 05-46, Site Clean-Up and Maintenance".
- A copy of any addenda that are issued in accordance with Bid 05-46, Site Clean-Up and Maintenance must be submitted in acknowledgement that you agree to the terms stated in that addendum.
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Fayetteville, AR 72701**

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F-1

SOCIAL SECURITY NUMBER

FEDERAL ID NUMBER

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

TAXPAYER ID#:

☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services?

☒ Both?

YOUR LAST NAME:

Evans

FIRST NAME:

Robert

MI:

01

ADDRESS:

514 Belle

STATE:

Tenn

ZIP CODE:

21913

COUNTRY:

USA

CITY:

Hot Springs

STATE:

Ar

ZIP CODE:

21913

COUNTRY:

USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY CITY AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

For Individuals:

Indicate below if you, your spouse or the brother, sister, parent, or child of your or your spouse is a current or former employee of the City of Fayetteville, Fayetteville City Council Member, etc:

Position Held	Mark(4)		Name of Position of Job Held (name of board member, council person, data entry, secretary, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Person's Name(s)	Relation
	Current	Former		From MM/YY	To MM/YY			
City of Fayetteville Employee								
City of Fayetteville Council Member								

None of the above applies

For Businesses:

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the City of Fayetteville: City Employee, City Council Member or the spouse, brother, sister, parent, or child of a City Employee or Council Member, Or other. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark(4)		Name of Position of Job Held (Council member, name of employee title, data entry, secretary, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Person's Name(s)	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY				
City of Fayetteville Employee									
City of Fayetteville Council Member									

None of the above applies

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM
City of Fayetteville – Employee Relationships

F-2

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2. I will include the following language as a part of any agreement with a subcontractor:

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3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

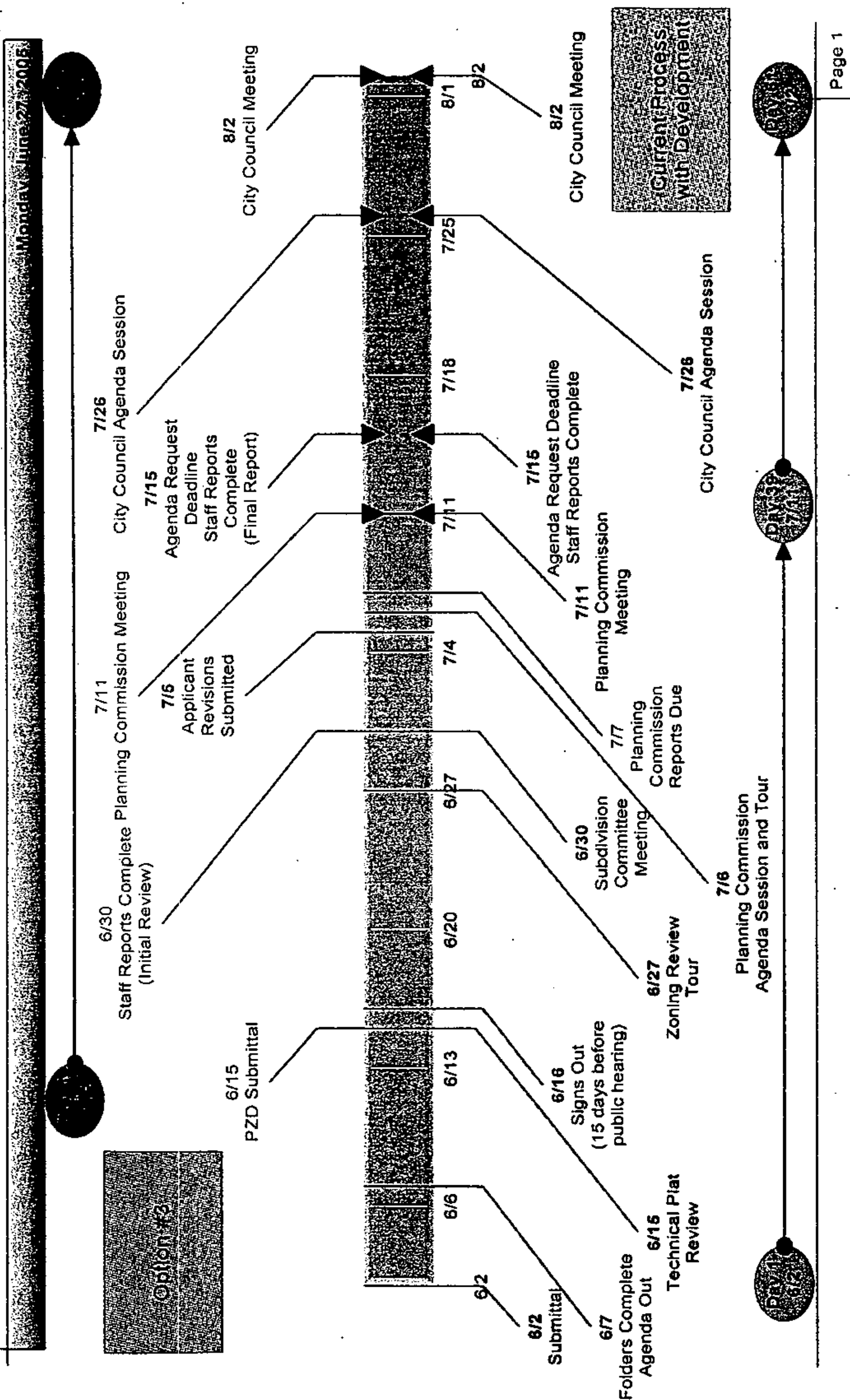
Signature _____	Title _____	Date _____
Entity Contact Person _____	Title _____	Phone No. _____

Forms Available from Purchasing Office at (479) 575-8220

*Note: Please list additional disclosures on separate sheet of paper if more space is needed.

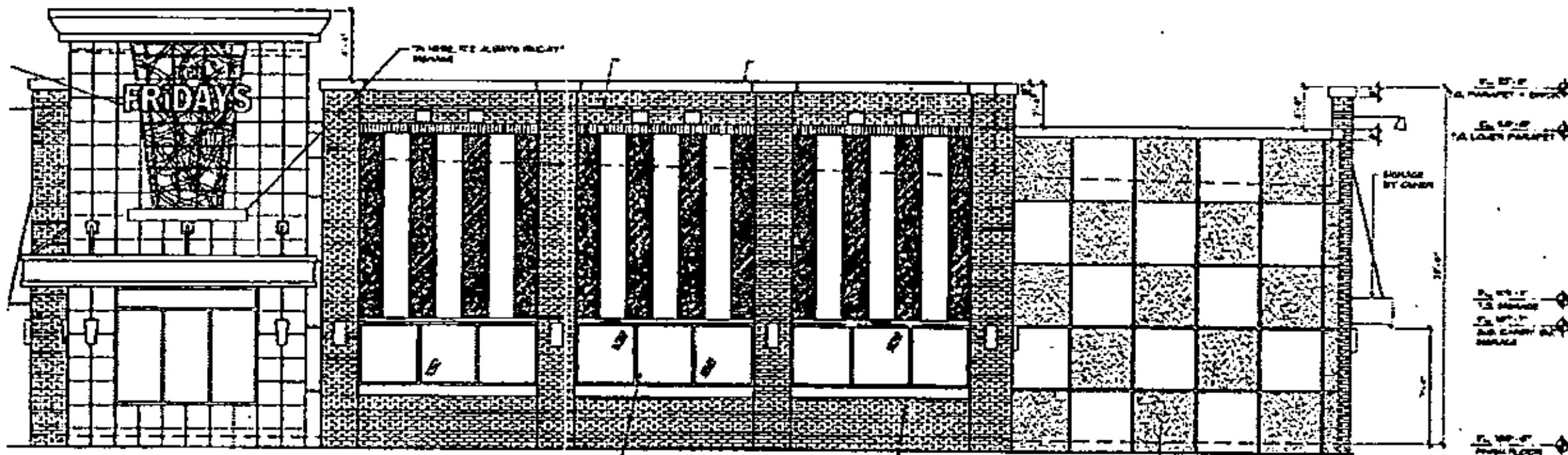
PZD
Agenda Session
6/28/05

13 Days Saved with the PZD "Fast-track" Approach

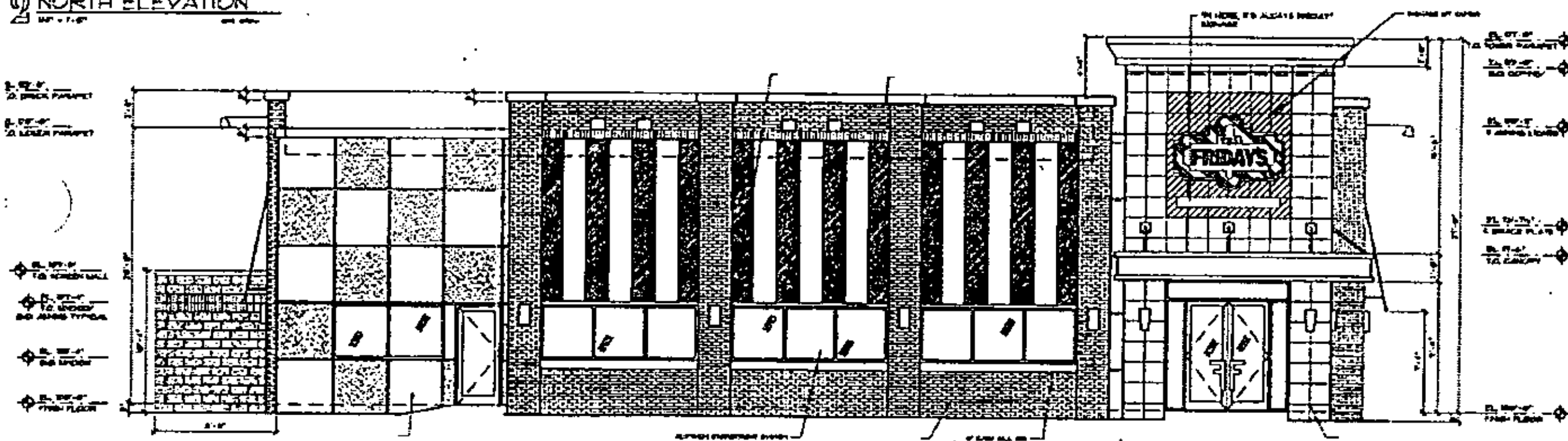


B.2. Unfinished
TGI - Friday's
Agenda Session
6/28/05

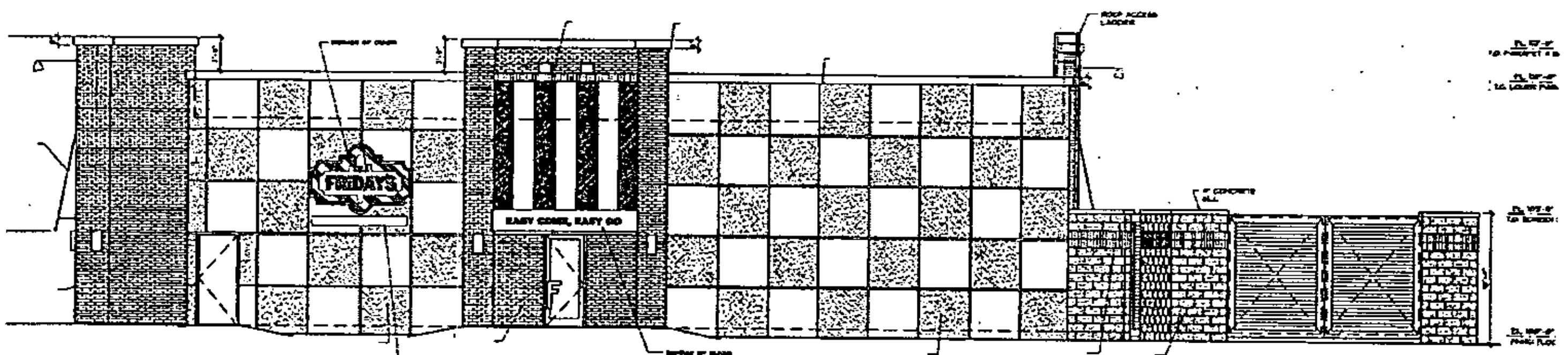
B.2
Planning Commission Appeal
(TGI FRIDAY'S)
Page 1 of 4



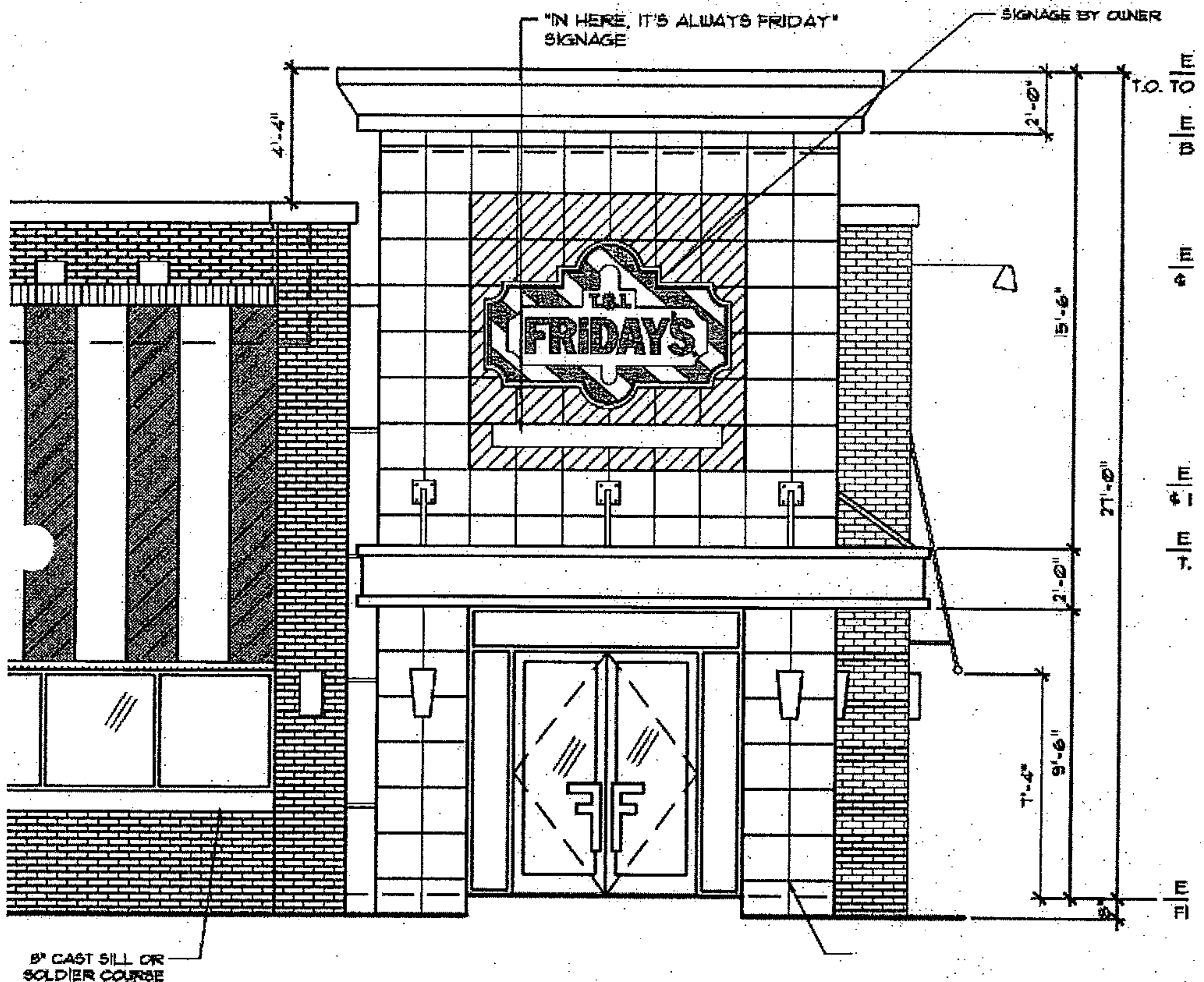
NORTH ELEVATION
1/4" = 1'-0"



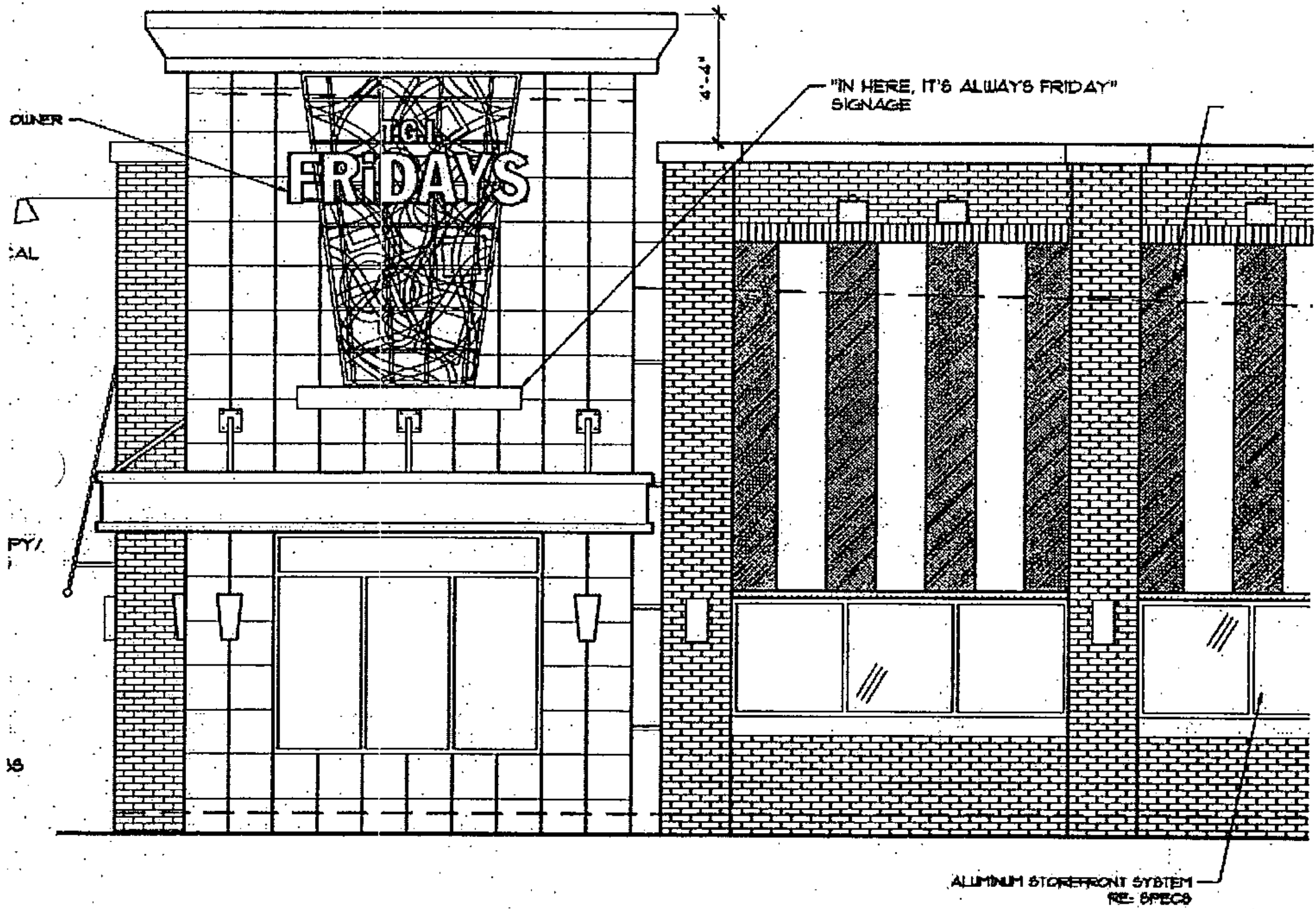
EAST ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"



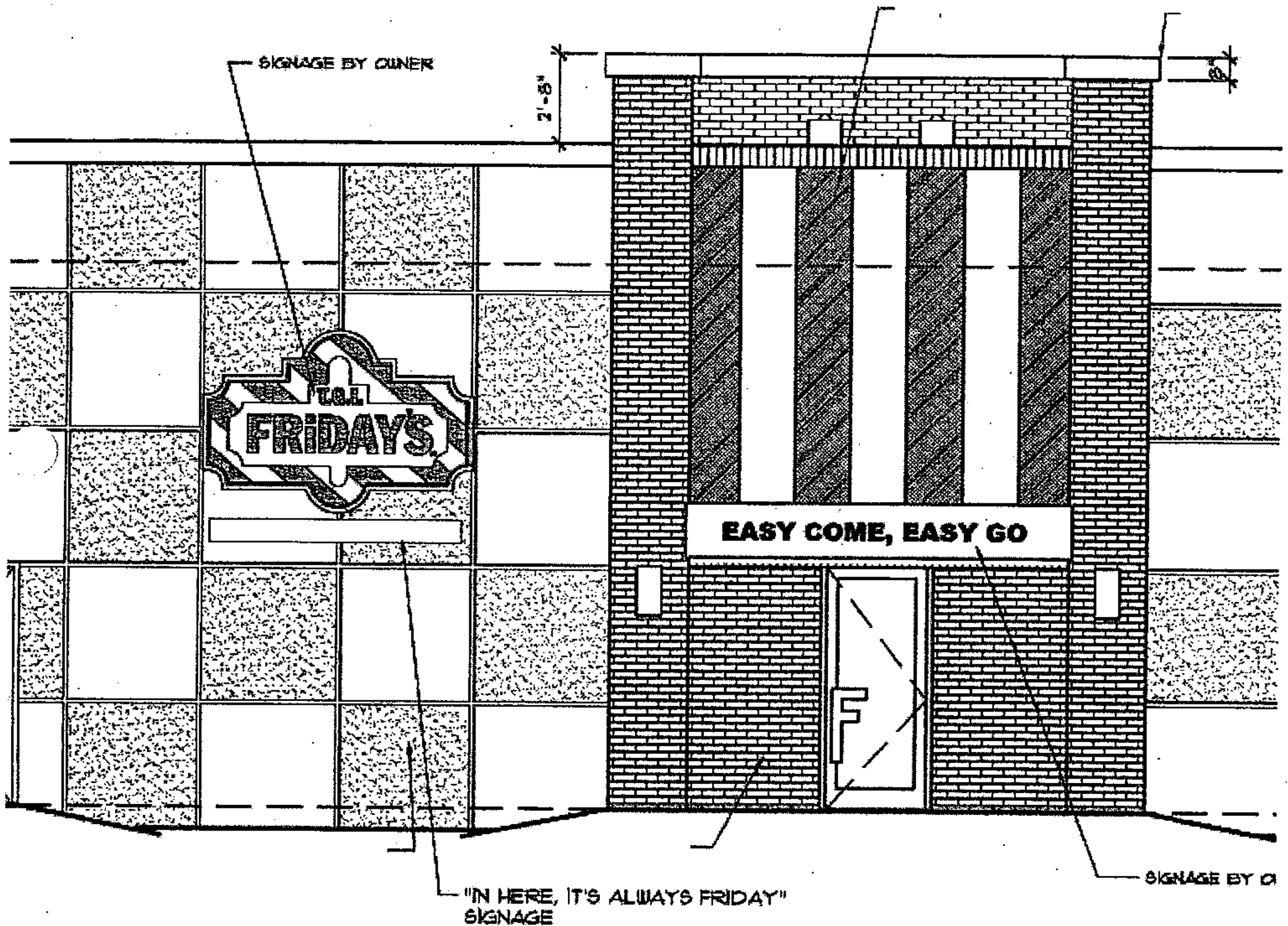
1 EAST ELEVATION
1/4" = 1'-0" ext elev



(1) NORTH ELEVATION

1/4" = 1'-0"

ext elev



WEST ELEVATION

1/4" = 1'-0"

ext elev

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

C. 2
Arkansas Soil & Water Bond
Purchase Agreement - Westside Plant
Page 1 of 4

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and Fayetteville City Council

FROM: Stephen Davis, Finance & Internal Services Director 

DATE: June 17, 2005

SUBJECT: Bond Ordinance – Arkansas Soil and Water Conservation Commission

Recommendation

Approval of a bond ordinance authorizing the Mayor to execute a bond purchase agreement with the Arkansas Soil and Water Conservation Commission and the Arkansas Development Finance Authority for \$65 million to be used to fund a portion of the costs associated with the Wastewater System Improvements Project (West-side Treatment Plant and associated Lines/Lift Stations) and authorize City Staff to prepare the required budget amendments/payments to implement the bond purchase agreement.

Background/Discussion

Fayetteville citizens by public vote authorized the issuance of up-to \$125 million in sales tax backed bonds to fund the projects costs associated with the WSIP improvements. This request will utilize the remaining voter authorization for the sales tax backed bond issues.

This bond (loan) is for \$65 million and functions as a draw-down loan. The loan interest rate is 3% fixed interest. The Bond Purchase Agreement also contains mandatory redemption requirements for any sales taxes collected that are in excess of the scheduled payment. The City and the Arkansas Soil and Water Conservation Commission are committing to a disbursement cut-off date of October 15, 2008. This contract provision means that the City must request or draw-down all of the funds before October 15, 2008. Any cost for the project that is in excess of the \$125 million or is after October 15, 2008 will have to be funded from other City sources.

Budget Impact

The annual debt service cost is included in the City's Adopted Budget.

KUTAK ROCK LLP
DRAFT 06/08/05

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$65,000,000 OF A SALES AND USE TAX CAPITAL IMPROVEMENT BOND, SERIES 2005, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A NEW WASTEWATER TREATMENT FACILITY AND RELATED SEWERAGE IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2005 BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2005 BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has determined that there is a great need for a source of revenue to finance the costs of acquisition, construction and equipping of a new wastewater treatment facility and related sewerage improvements to serve the western portion of the City (the "Project"); and

WHEREAS, based on the engineering report (the "Engineering Report") of McGoodwin, Williams and Yates, Fayetteville, Arkansas, which Engineering Report has been reviewed by the City Council, it has been determined that the remaining costs of the Project are approximately \$ _____; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Arkansas Code Annotated (1998 Repl. & 2003 Supp.) Sections 14-164-301 *et seq.* (as from time to time amended, the "Local Government Bond Act"), to issue and sell its capital improvement bonds to finance the costs of various capital improvements such as those comprising the Project, which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Local Government Bond Act; and

WHEREAS, pursuant to the provisions of Ordinance No. 4327 of the City, adopted and approved on August 7, 2001 (the "Election Ordinance"), there was submitted to the qualified electors of the City the question of the issuance of not to exceed \$125,000,000 in aggregate principal amount of capital improvement bonds pursuant to Amendment 62 and the Local Government Bond Act to finance the wastewater system improvements described in the Election Ordinance, said bonds to be secured by a pledge of and lien upon all of the receipts of a special city-wide sales and use tax levied at the rate of three-quarters of one percent (0.75%) pursuant to the Local Government Bond Act (the "Sales and Use Tax"); and

WHEREAS, at a special election held November 6, 2001, a majority of the qualified electors of the City voting on the question approved the issuance of said capital improvement bonds (and the corresponding levy of the Sales and Use Tax and the pledge of Sales and Use Tax receipts to the payment of the capital improvement bonds); and

WHEREAS, pursuant to such authority, the City has previously issued its \$25,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2002 (the "Series 2002 Bonds"), and its \$35,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2004 (the "Series 2004 Bonds"), in order to provide for the funding of various wastewater system improvements, including initial portions of the Project; and

WHEREAS, the Series 2002 Bonds have been redeemed in full from receipts of the Sales and Use Tax; and

WHEREAS, as authorized under the provisions of Amendment 62 and the Local Government Bond Act and as approved by the qualified electors of the City, and in order to secure funds necessary to pay the costs of engineering, planning, designing, acquiring, constructing and equipping of the Project, and the legal costs incident to the issuance of a revenue bond to finance the costs of said Project, upon the most favorable terms to the City and the users of the City's wastewater system, the City has made arrangements for the sale of its Sales and Use Tax Capital Improvement Bond, Series 2005 (the "Series 2005 Bond"), in the principal amount of not to exceed \$65,000,000 to the Arkansas Development Finance Authority, as purchaser (the "Bondholder"), at a price of par, which Series 2005 Bond shall bear interest at the rate of two percent (2.00%) per annum, pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") among the City, the Bondholder and the Arkansas Soil and Water Conservation Commission (the "Commission"); and

WHEREAS, the City will also be required to pay to the Arkansas Development Finance Authority, as servicer with respect to the Series 2005 Bond (the "Authority"), a semiannual servicing fee equal to one percent (1.00%) per annum of the outstanding principal amount of the Series 2005 Bond (the "Servicing Fee"); and

WHEREAS, the Series 2005 Bond will be issued and secured by the Sales and Use Tax receipts on a parity basis with the Series 2004 Bonds, except that the Series 2005 Bond will not be secured by the debt service reserve securing the Series 2004 Bonds ; and

WHEREAS, a copy of the Bond Purchase Agreement has been presented to and ¹⁵~~are~~ before this meeting;

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

Section 1. The Project shall be accomplished and shall be a part of the City's wastewater system (the "System"). The accomplishment of the Project shall be under the control and supervision of, and all details in connection therewith shall be handled by, the City, and the City shall make all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers. The City shall let all contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the

contractors as will fully insure completion of the Project in accordance with the Engineering Report so as to fully promote and protect the best interests of the City and the Bondholder.

Section 2. The sale to the Bondholder of the City's Series 2005 Bond in the maximum principal amount of \$65,000,000 at a price of par, such Series 2005 Bond to bear interest at the rate of 2.00% per annum and to be subject to a Servicing Fee of 1.00% per annum and otherwise to be subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby approved and the Series 2005 Bond is hereby sold to the Bondholder. The Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Bond Purchase Agreement. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting with such changes as may be approved by the Mayor, his execution to constitute complete evidence of such approval.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System after completion of the Project will be more than twenty-five (25) years, which is longer than the term of the Series 2005 Bond.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act, the City of Fayetteville, Arkansas Sales and Use Tax Capital Improvement Bond, Series 2005 (the "Series 2005 Bond"), is hereby authorized to be issued in the total principal amount of not to exceed Sixty-Five Million Dollars (\$65,000,000), the proceeds of the sale of which are necessary to provide sufficient funds to pay the costs of accomplishing the Project, including, without limitation, engineering fees, legal fees and other necessary expenses incidental to accomplishment of the Project, and to the issuance of the Series 2005 Bond.

The Series 2005 Bond shall bear interest at the rate of two percent (2.00%) per annum and shall be subject to a Servicing Fee of one percent (1.00%) per annum based upon a 360-day year of twelve consecutive 30-day months compounded semiannually. The Series 2005 Bond shall be dated the date of its delivery to the Bondholder. Accrued interest and the Servicing Fee only shall be payable on each April 15 and October 15, commencing October 15, 2005, to and including October 15, 2008. Principal, interest and the Servicing Fee shall be payable on April 15, 2009, and on each April 15 and October 15 thereafter until the unpaid principal is paid in full as follows:

Date	Payment Amount	Interest	Servicing Fee	Principal
April 15, 2009	\$3,785,973.00	\$650,000.00	\$325,000.00	\$2,810,973.00
October 15, 2009	3,785,973.00	621,890.00	310,945.00	2,853,138.00
April 15, 2010	3,785,973.00	593,359.00	296,679.00	2,895,935.00
October 15, 2010	3,785,973.00	564,400.00	282,200.00	2,939,373.00
April 15, 2011	3,785,973.00	535,006.00	267,503.00	2,983,464.00

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C. 9
Associated Time & Parking
Controls, Inc. Contract
Page 1 of 4

7/5/2005

City Council Meeting Date

Sharon Jenkins

Submitted By

Parking Management

Division

Operations

Department

Action Required:

A resolution approving a budget adjustment in the amount of \$169,755.00 and award RFP #05-13 to Associated Time & Parking Controls, Inc. for the purchase of parking access and revenue control equipment in the amount of \$136,899 plus \$12,320.91 for use tax, plus a 15% project contingency of \$20,534.85 for the total project amount not to exceed \$169,755.00.

\$169,755.00
Cost of this request

\$ -
Category/Project Budget (2005)

Parking Lot Equipment Improvements
Program Category / Project Name

4470-9470-5819-00
Account Number

\$ -
Funds Used to Date

Parking Lot Improvements
Program / Project Category Name

04044
Project Number

\$ -
Remaining Balance

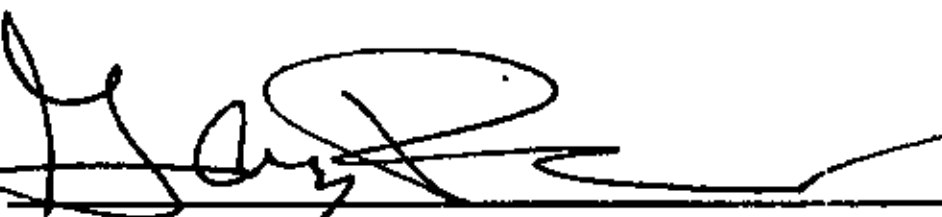
Capital Improvements Fund
Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒


Department Director

6/29/05
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

6/29/05
Date

Received in City Clerk's Office

Finance and Internal Service Director

Date

Received in Mayor's Office


Mayor

6/29/05
Date

Comments:

Parking Access and Revenue Control Equipment
July 5, 2005 Council Meeting
Page 1 of 2

AGENDA REQUEST MEMO (Revised)

TO: Mayor Dan Coody

THRU: Gary Dumas, Director of Operations

FROM: Sharon Jenkins, Parking Manager 

DATE: June 29, 2005

SUBJECT: Approval of Budget Adjustment and Award RFP #05-13 for Purchase of
Parking Access and Revenue Control Equipment

RECOMMENDATION

Staff recommends the approval of a budget adjustment in the amount of \$169,755.00 and award RFP #05-13 to Associated Time and Parking Controls, Inc. for the purchase of parking access and revenue control equipment in the amount of \$136,899.00, plus \$12,320.91 for use tax, plus a 15% project contingency of \$20,534.85 for the total project amount not to exceed \$169,755.00.

The equipment will be utilized to provide access control into all three levels of the Municipal Parking Deck and three surface parking lots located in the downtown Fayetteville area. The equipment will also provide revenue control into two levels of the parking deck. The purchase will include 4 proximity card readers, 2 magnetic card readers, 2 revenue control stations, 8 parking gates, all entrance and exit detectors and loops, one system server, and all related software to provide a fully integrated and modular system.

BACKGROUND

The City has three parking lots located in the downtown Fayetteville area that have parking gates and card reader equipment to secure access control into these lots. The municipal parking deck also has 3 levels with parking gates, card readers, and revenue control equipment. These parking areas have a total number of 485 parking spaces. In two of the surface lots, we have 135 cards sold to downtown employees for \$30.00 each per month. The third lot is a gated lot provided for City employee parking. All of the access control equipment in these three surface lots is over 10 years old and 3 of the 4 existing gates have parts that are no longer manufactured. In the past 2 years, the equipment has consistently malfunctioned causing paying customers of these lots to become quite disgruntled. During 2004, we had 75 days that various portions of the existing equipment have been inoperable.

The municipal parking deck has 266 parking spaces allocated among 3 levels. Two of those levels are leased to the Radisson Hotel. By contract, the Radisson pays the City full price for every space on both levels, and the City cleans the decks and maintains the equipment. However, in 1999, the parking equipment was changed to a "Pay Upon Exit" configuration. This has been a tremendous problem every since. In fact, we have experienced so much trouble with the equipment and the configuration that Hotel management has just decided to leave the gates open all the time for the past 18 months. It is now up to the City to fix the problem by changing the access to a more efficient method, and also providing more efficient and user-friendly equipment.

This new Parking Access and Revenue Control System will provide the City with the ability to control, monitor, and coordinate the access, count, monitoring, and revenue control activities of all of these parking areas. It will be an on-line networked system that brings the cardholder, programming and count transaction data into the Parking Management Office work environment. It is also a modular system that will allow other parking areas to be added on at any given time at a minimal cost.

DISCUSSION

We received proposals from two (2) vendors for the parking equipment:

Proposal #1 – Associated Time and Parking Controls, Inc.

- ◆ Total System Price: \$136,899.00
- ◆ Met all bid specifications

Proposal #2 – Secom International, Inc.

- ◆ Total System Price: \$186,296.55
- ◆ Did not have or show proof of Arkansas Contractors License
- ◆ Did not submit bid bond with proposal

A Selection Committee of five (5) members voted unanimously to award the project to Associated Time and Parking Controls, Inc.

BUDGET IMPACT

The total project totals \$169,755.00 and will be taken out of the Sales Tax Capital Improvements Fund.

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
July 5, 2005**

A meeting of the Fayetteville City Council will be held on July 5, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

A. CONSENT:

- 1. Approval of the June 21, 2005 City Council meeting minutes.**
- 2. ADEQ Grant New Holland Loader:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept a grant totaling \$37,661.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a LW130B New Holland Articulated Loader; and approving a budget adjustment to recognize the grant revenue.
- 3. Lightening Electric, Inc. Contract for T-Hanger Improvements:** A resolution awarding a contract to Lightening Electric, Inc. in the amount of \$120,300.00 to improve the electrical systems in T-Hangers "A" through "D" at the Fayetteville Municipal Airport, Drake Field; approving a project contingency of \$6,015.00; and approving a budget adjustment in the amount of \$126,315.00.
- 4. T-G Excavating, Inc. Contract - Farmington Sewer Rehab.:** A resolution awarding a construction contract to T-G Excavating, Inc. in the amount of \$144,444.00 for the Farmington Sanitary Sewer System Manhole Rehabilitation; and approving a 10% project contingency in the amount of \$14,444.00.
- 5. Laureate Fields Subdivision Park Land Dedication:** A resolution rescinding resolution No. 136-04 and accepting the Parks and Recreation Advisory Board's revised recommendation to accept 5.064 acres of Land located on the future site of Park West at Audubon as the required Park Land Dedication for Laureate Fields Development.

6. **Devonshire Manor Park Land Dedication:** A resolution accepting the Parks and Recreation Advisory Board's recommendation to accept approximately 2.48 acres of land and approximately \$13,135.00 cash in lieu of the required Park Land Dedication for Devonshire Manor Development.
7. **Score Uniforms Contract for Soccer Uniforms:** A resolution awarding Bid #05-20 and approving the purchase of youth soccer uniforms from Score Uniforms in the amount of \$29,700.00.
8. **Arkansas Automatic Sprinklers, Inc. Contract for Seven Hills Homeless Shelter:** A resolution approving a contract with Arkansas Automatic Sprinklers, Inc. in an amount not to exceed \$35,869.00 to install a sprinkler system at the Seven Hills Homeless Shelter.
9. **Timberworks Contract - Roof Installation:** A resolution approving a contract in the amount of \$24,998.00 with Mike Castner D/B/A Timberworks for rehabilitation of a CDBG eligible residence; and approving a contingency in the amount of \$1,000.00.
10. **Airport Snow Blower Sale to Abbotsford International Airport:** A resolution approving the sale of a used snow blower to the high bidder, City of Abbotsford, British Columbia, Canada in the amount of \$172,000.00.
11. **Midland Construction, Inc. - Meadow Street Structure Improvements Project:** A resolution approving a contract with Midland Construction, Inc. in the amount of \$295,153.00 for the Meadow Street Parking Structure Improvements Project; approving a 15% Project Contingency in the amount of \$44,273.00; and approving a Budget Adjustments in the amount of \$132,803.00 for same.

B. UNFINISHED BUSINESS:

1. **PZD Ordinance Amendment:** An ordinance amending Sections 166.06 Planned Zoning Districts (PZD), and sections 161.25 (C), (D) and (E) Planned Zoning District, Title XV of The Unified Development Code, Fayetteville Code of Ordinances, to allow Master Development Plans to be submitted as an option without submitting a subdivision or large scale development and clarifying other requirements, conditional uses, and development standards planned zoning districts. *This Ordinance was Left on the Second Reading at the June 21, 2005 City Council meeting.*
2. **Planning Commission Appeal (TGI FRIDAY'S):** A request to appeal the Planning Commission's decision to alter the sign package submitted by TGI Friday's. *This item was tabled at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*
3. **Planning Commission Appeal (Dixie Development):** An ordinance annexing that property described in ANX 05-1490 for approximately 24.35 acres located at the northeast corner of Mount Comfort Road and Hughmount Road and zoning such property R-A Residential Agricultural. *This item was Left on the Second Reading at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*

4. **RZN 05-1491 (Dixie Development):** An ordinance rezoning that property described in rezoning petition RZN 05-1491 for approximately 24.35 acres located at the northeast corner of Mount Comfort and Hughmount Road, from R-A, Residential-Agricultural to RSF-4, Residential Single Family, 4 units per acre. *This item was Left on the Second Reading at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*

C. NEW BUSINESS:

1. **United States Census Bureau:** A resolution approving a Memorandum of Understanding with the United States Census Bureau for the purpose of conducting a Special Census for Fayetteville, Arkansas in the amount of \$961,770.00; and approving a budget adjustment.
2. **Arkansas Soil & Water Bond Purchase Agreement -Westside Plant:** An ordinance authorizing the issuance and sale of not to exceed \$65,000,000 of a Sales and Use Tax Capital Improvement Bond, Series 2005, by the City of Fayetteville, Arkansas for the purpose of financing a portion of the costs of acquiring, constructing and equipping a new wastewater treatment facility and related sewerage improvements; providing for the payment of the principal of and interest on the Series 2005 Bond; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2005 Bond; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.
3. **C-2 Projects, LLC Contract - Highway 62 Farmington Waterline Replacement Project:** A resolution approving a construction contract with C-2 Projects, LLC in the amount of \$1,180,177.45 for the Highway 62-Farmington Waterline Replacement Project; approving a 12% Project Contingency in the amount of \$140,000.00; and approving a Budget Adjustment in the amount of \$678,585.00.
4. **McClelland Consulting Engineers Amendment # 2 – Highway 62 Farmington Waterline Replacement Project:** A resolution approving a contract amendment No. 2 with McClelland Consulting Engineers, Inc. in the amount of \$56,867.00 for the Highway 62-Farmington Waterline Replacement Project.
5. **ANX 05-1495 (Benton Development):** An ordinance annexing that property described in Annexation Petition ANX 05-1495 for property located at the southwest corner of Weir Road and Salem Road, containing 10.47 acres.
6. **RZN 05-1502 (Benton Development):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1502 for approximately 10.47 acres located at the southwest corner of Weir Road and Salem Road from R-A, Residential Agricultural, to RSF-4, Residential Single-Family, 4 Units Per Acre.
7. **RZN 05-1523 (Hartlerode):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1523 for approximately 0.25 acres located at 2826 South School Avenue from RSF-4, Residential Single-Family, 4 Units Per Acre to C-2, Thoroughfare Commercial.

8. **VAC 05-1521 (Ralston):** An ordinance approving VAC 05-1521 submitted by Michael Ralston for property located at 3450 Natchez Trace vacating a portion of utility easement as indicated on the attached map and legal description.

D. INFORMATIONAL:

July 4, 2005 Holiday – City Offices will be Closed

Council Tour: None

City Council Agenda Item

To: Mayor and City Council
From: Brian Pugh, Waste Reduction Coordinator
Through: Gary Dumas, Director of Operations 
Date: June 14, 2005
Subject: A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept a grant totaling \$37,661 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a four wheel drive articulated loader with attachments; and approving a budget adjustment to recognize the grant revenue.

Recommendation: Fayetteville Solid Waste and Recycling Division staff recommend City Council approve a resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept a \$37,661 recycling grant from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a four wheel drive articulated loader with 4.0 cubic yard bucket and brush rake.

Background: The Equipment Committee recommended on May 31, 2005 to accept Bid No. 05-036 for the purchase of a model LW130B New Holland Articulated Loader as a replacement for Unit 648. \$35,594 of replacement funds is available in the 2005 Fleet Replacement project. The \$37,661 grant funds will be allocated for the upgrade and additional attachments.

Discussion: These grant funds allow the Solid Waste and Recycling Division to feasibly upgrade and add to existing equipment while replacing a unit plagued with overheating problems and substantial downtime for various repairs. The opportunity to replace this machine and receive 70% of its original acquisition cost in trade makes it the appropriate time to replace Unit 648.

Budget Impact: Funds for this purchase are available in 2005 Fleet Replacement Project Account 02076 – Backhoes and Loaders (Replacement portion \$35,594) and Solid Waste grant funds (Upgrade portion \$37,661).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FAYETTEVILLE SOLID WASTE AND RECYCLING DIVISION TO ACCEPT A GRANT TOTALING \$37,661.00 FROM THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND THE BOSTON MOUNTAIN SOLID WASTE DISTRICT FOR THE PURCHASE OF A LW130B NEW HOLLAND ARTICULATED LOADER; AND APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE THE GRANT REVENUE.

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 Solid Waste and Recycling Division to accept a grant totaling \$37,661.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a Model LW130B New Holland Articulated Loader.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment to recognize the grant revenue.

PASSED and APPROVED this 5th day of July 2005.

APPROVED:

By

DAN COODY, Mayor

ATTEST:

By

SONDRA SMITH, City Clerk

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

A. 2
ADEQ Grant New Holland Loader
Page 3 of 4

Budget Year 2005	Department: Operations Division: Solid Waste & Recycling Program: Composting	Date Requested 6/30/2005	Adjustment Number
-------------------------	--	---------------------------------	-------------------

Project or Item Added/Increased:
\$37,661 is requested in the Transfer to Shop account for upgrade replacement costs associated with the purchase of an articulated loader and attachments.

This is a replacement for Unit #648.

Project or Item Deleted/Reduced:
To recognize \$37,661 of revenue from state grants.

Justification of this Increase:
The ADEQ grant will fund the upgrade portion of the new loader along with bucket and brush rake attachments.

Justification of this Decrease:
This budget adjustment is administrative.

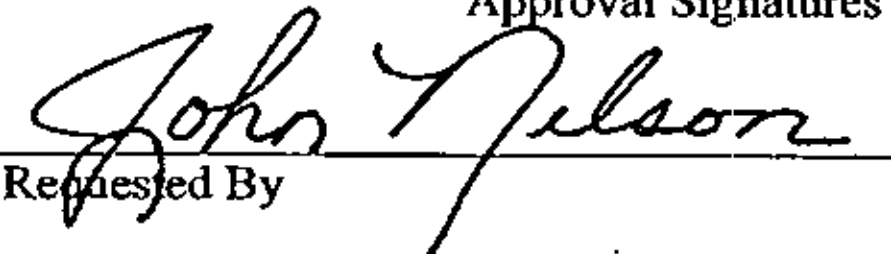
Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Transfer to Shop	5500	5070	7602	70	37,661	05041	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
State grants-Capital	5500	0950	4302	00	37,661	05041	1

Approval Signatures


Requested By _____ Date 6/14/2005

Budget Manager _____ Date _____


Department Director _____ Date 6-15-05

Finance & Internal Services Director _____ Date _____

Mayor _____ Date _____

Budget Office Use Only

Type: A B C D E

Date of Approval _____
Initial _____ Date _____

Posted to General Ledger _____
Initial _____ Date _____

Posted to Project Accounting _____
Initial _____ Date _____

Entered in Category Log _____
Initial _____ Date _____

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

5-Jul-05
City Council Meeting Date

Brian Pugh
Submitted By

Solid Waste & Recycling
Division

Operations
Department

Action Required:

A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept a grant totalling \$37,661 from ADEQ and the Boston Mountain Solid Waste District for the purchase of a four wheel drive articulated loader with attachments; and approving a budget adjustment to recognize the grant revenue.

\$ 37,661.00 Cost of this request	\$ - Category/Project Budget	Solid Waste - Loader Program Category / Project Name
5500.5070.7602.70 Account Number	\$ - Funds Used to Date	Composting Program / Project Category Name
05041-1 Project Number	\$ - Remaining Balance	Solid Waste Fund Name

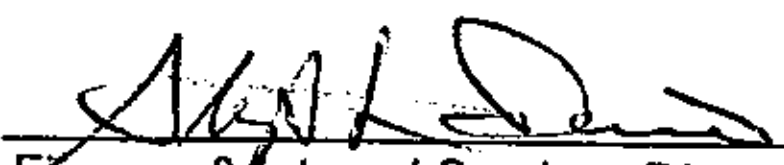
Budgeted Item ☐ Budget Adjustment Attached ☒


Department Director

6-15-05
Date

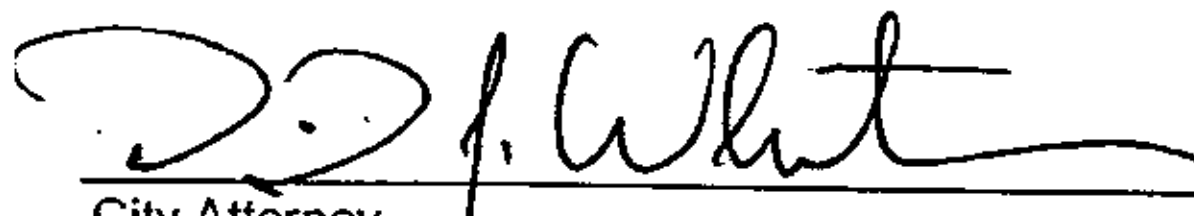
Previous Ordinance or Resolution # _____

Original Contract Date: _____


Finance & Internal Services Director

6-16-05
Date

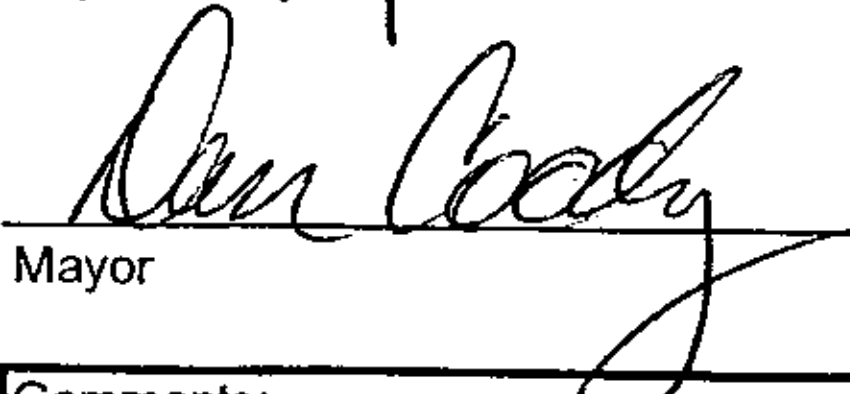
Original Contract Number: _____


City Attorney

6/16/05
Date

Received in City Clerk's Office

ENTERED
6/15/05
JLK


Mayor

6/20/05
Date

Received in Mayor's Office

ENTERED
6/16/05
JLK

Comments:

CITY COUNCIL AGENDA MEMO

TO: Mayor and City Council

THRU: Staff/Contract Review Committee

FROM: Ray M. Boudreaux, Director, Aviation and Economic Development

DATE: June 14, 2005

SUBJECT: Hangar Rewire Project T Hangars A thru D at Fayetteville Municipal Airport, Drake Field.

RECOMMENDATION: Approve contract with Lightening Electric, Inc. to improve the electrical systems in T Hangars A thru D at the airport for \$120,300.00 plus a 5% contingency of \$6,015.00 and approve the application and acceptance of a State of Arkansas Department of Aeronautics 50/50 grant to help pay for the improvements. The Airport Board approved this project at their special meeting on June 22, 2005.

BACKGROUND: T Hangars A thru D are the first T Hangars constructed at the Fayetteville Municipal Airport. Since they were constructed, there has been a problem with the electrical systems. There are three hangar bays on each 20 amp circuit breaker. With little exception, every time a tenant turns on an air compressor to inflate his or her aircraft tires, the circuit breaker trips. This project will separate the bays and put each tenant on a separate 20 amp breaker. Since this project is being done, we will replace the light fixtures at the same time. The lighting is unsatisfactory even to back an aircraft into the hangar. A single, 100 watt, incandescent bulb is all there is installed. Some tenants have added lighting but it is non-conforming. The new fixtures will conform to code and provide sufficient lighting to allow someone to remove or hangar an aircraft safely. The Airport Board originally approved this project at their October 14, 2004 meeting. There were no bids received at the first offering. The board approved a new offering and bids were received June 14, 2005. The low bid was from Lightening Electric, Inc.

DISCUSSION: This has been a long time request of the tenant group of Fayetteville Municipal airport, Drake Field. The project will significantly improve the buildings.

BUDGET IMPACT: This project is eligible for 50/50 funding through the State of Arkansas Department of Aeronautics. The Engineering estimate was \$120,000 for the 4 buildings. The low bid was \$101,215 for the basic project. To install explosion proof door switches next to the door is an additional \$19,085 for a total low bid of \$120,300.00. Funds are available and budgeted for this project.

Attachments: Staff Review Form
Bid Tab
Contract

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO LIGHTENING ELECTRIC, INC. IN THE AMOUNT OF \$120,300.00 TO IMPROVE THE ELECTRICAL SYSTEMS IN T-HANGARS "A" THROUGH "D" AT THE FAYETTEVILLE MUNICIPAL AIRPORT, DRAKE FIELD; APPROVING A PROJECT CONTINGENCY OF \$6,015.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$126,315.00.

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 awards a contract to Lightening Electric, Inc. in the amount of \$120,300.00 to improve the electrical systems in T-Hangars "A" through "D" at the Fayetteville Municipal Airport, Drake Field.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Project Contingency of \$6,015.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount of \$126,315.00.

PASSED and APPROVED this 5th day of July, 2005.

APPROVED:

By: _____

DAN GOODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

City of Fayetteville, Arkansas
Budget Adjustment Form

A. 3
Lightening Electric, Inc. Contract for T-Hangar Improvements
Page 3 of 38

Budget Year 2005	Department: General Government Division: Aviation & Economic Development Program: Airport Capital Expenditures	Date Requested 6/15/2005	Adjustment Number
-------------------------	--	---------------------------------	-------------------

Project or Item Added/Increased: \$126,315.00 is requested in the Capital Projects Building Costs account.	Project or Item Deleted/Reduced: \$126,315.00 in the Capital Projects Building Costs Account.
--	---

Justification of this Increase: Will provide for rewiring and new lighting in T-Hangars "A" through "D".	Justification of this Decrease: The Project 04023, East Corporate Hangars, will not be built in the foreseeable future.
--	---

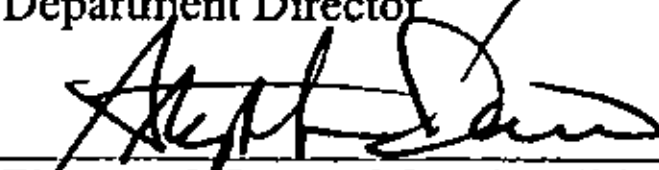
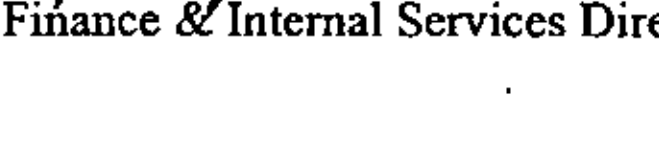
Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Building costs	5550	3960	5804	00	126,315	04048	01

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Building costs	5550	3960	5804	00	126,315	04023	01

Approval Signatures

Requested By	Date
	6/15/05
Budget Manager	Date
	6-17-05
Department Director	Date
	
Finance & Internal Services Director	Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	<u>D</u>	E
Date of Approval	Initial	Date			
Posted to General Ledger	Initial	Date			
Posted to Project Accounting	Initial	Date			
Entered in Category Log	Initial	Date			

PROPOSAL #15160

DATE: 06/14/05

LIGHTNING ELECTRIC INC.

AR CONTRACTORS LIC. # 0092180406
MASTER ELECTRICIAN LIC. # M-7484

PLEASE ACCEPT OUR PRICE FOR THE ELECTRICAL ON THE REWIRING OF HANGARS
A,B,C,D AT DRAKE FIELD IN FAYETTEVILLE, AR.

PRICE INCLUDES:

1. NECESSARY LABOR STRAIGHT TIME ONLY (per prevailing wage)
2. MISC. HARDWARE, CONDUIT, WIRE, J-BOXES, ETC.
3. ELECTRICAL GEAR & BREAKERS PER PLANS
4. LIGHTING PER PLANS
5. PERFORMANCE & PAYMENT BOND
6. PERMIT & INSPECTION FEE's
7. PROPER TESTING AND LABLING OF CIRCUITRY
8. JOB SCHEDULING AT OUR PACE ONLY
9. INSTALLATION AND WIRING OF DEVICES ON PLANS
10. ALL NECESSARY INSURANCE
11. ADDEDUMS 1 - 6 NOTED

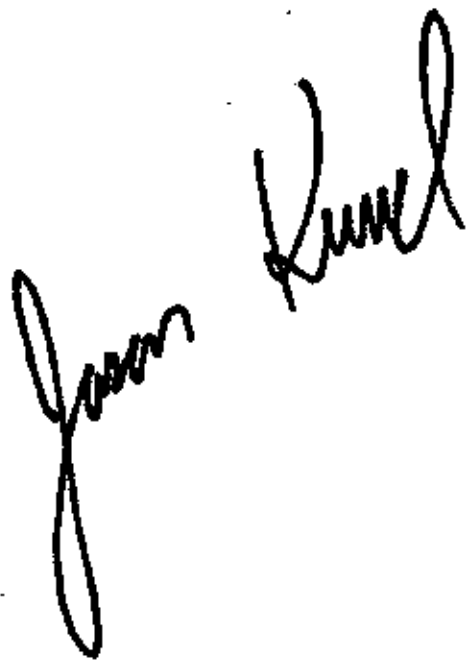
PRICE DOES NOT INCLUDE

1. ANY TYPE OF CHANGE IN SCOPE OF WORK (if it is not on the plans, it is not in the bid)
2. ANY OVERTIME OR HOLIDAY PAY (if work must be done on any major holidays prior notice of 2 weeks must be made and holiday labor rates must be applied)
3. ANY LANDSCAPING OR REPAIRING OF LANDSCAPING DUE TO ELECTRICAL INSTALLATION
4. ANY TYPE OF CONCRETE WORK SUCH AS: SAW CUTTING, PATCHING, OR REMOVAL OF EXISTING SURFACES, FORMING AND POURING OF TRANSFORMER PADS & POLE BASES ETC.
5. ANY RE-ARRANGING OR MOVING OF HANGAR TENNENT PLANES & EQUIPMENT
6. ANY DAMAGE TO TENNENT'S PROPERTY (not responsible for tennent's property)
7. ANY ROOFING, FIRE PROOFING OR RELATED MATERIALS DUE TO ELECTRICAL PENETRATIONS
8. ANY
9. ANY POWER COMPANY FEE'S OR UTILITY FEE'S ASSOCIATED WITH THIS PROJECT

TOTAL PRICE AS SPECIFIED..... \$ 101,215.00

Alternate # 1 add..... \$ 19,085.00

This proposal is good for 30 days only.



THANK YOU
JASON KUNCL, PRESIDENT
LIGHTNING ELECTRIC INC.
1800 STIRMAN, SUITE 115
FAYETTEVILLE, AR 72701
PHONE: (479) 695-1322, 695-1323
MOBILE: (479) 601-5127
FAX: (479) 695-1324

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Lightning Electric, Inc.

as Principal, and MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the
State of Oklahoma, and authorized to do business in the State of Arkansas as Surety, are held
and firmly bound unto the City of Fayetteville

_____ as Obligees,
in the amount of 5% of bid _____ DOLLARS lawful
money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and
Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligees shall make any award to the Principal for:
Bid# 05-42 Rewiring Hangars A, B, C, D

According to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a
contract with the Obligees in accordance with the terms of said proposal or bid and award and shall give bond for the faithful
performance thereof, with MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the
Obligees; or if the Principal shall, in case of failure so to do, pay to the Obligees the damages which the Obligees may suffer by reason
of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in
full force and effect.

Signed, Sealed and Dated this 13th day of June, 2005

Lightning Electric, Inc.

By [Signature] (Seal)
Principal

MID-CONTINENT CASUALTY COMPANY

By [Signature] (Seal)
Danny L. Schneider Attorney-in-fact

MID-CONTINENT CASUALTY COMPANY
Tulsa, Oklahoma

A-3
Contract for T-Hangar Improvements
Page 6 of 38

Know all Men by these presents: That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit:

"Article IV, Section 7. - The Executive Officers of the Company shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint Billy E. Bennett Jr., Kenneth L. Galloway, Jacque L. Lindsey, Adrian W. Luttrell, Mike A. Luttrell and Danny L. Schneider, individually of SPRINGDALE, AR

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed,
Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma.

IN WITNESS WHEREOF,
presents this 15

MID-CONTINENT CASUALTY COMPANY
day of November

has executed and attested these

2001

ATTEST:

Sara Anderson

SARA ANDERSON

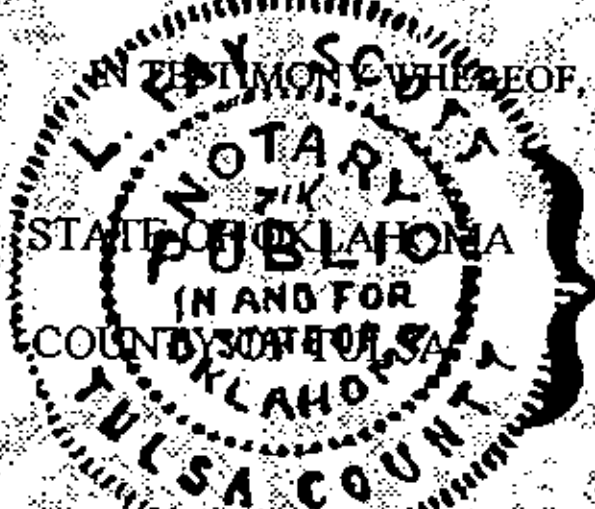
ASSISTANT SECRETARY

Todd Bazata

TODD BAZATA

VICE PRESIDENT

On this 15 day of November, 2001, before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force.



SS

My Commission expires 11-14-04

L. Fay Scott

L. FAY SCOTT

Notary Public

I, SARA ANDERSON, Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

This certifies that any facsimile or mechanically-produced signature of any officer of the Company and Company seal, wherever appearing upon a power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 13th day of June, 2005

Sara Anderson

SARA ANDERSON

Assistant Secretary



ACORD CERTIFICATE OF LIABILITY INSURANCE		Lightning Electric, Inc. Contract for J. Haggan, Improvements
		OP ID SS LIGEL-1
		DATE (MM/DD/YY) 06/14/05
PRODUCER Walker Bros. Insurance, Inc. P.O. Box 7570 Springdale AR 72766-7570 Phone: 479-306-4677 Fax: 479-306-5110	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Lightning Electric, Inc 1800 Stifman, Suite 115 Fayetteville AR 72701	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Lafayette Insurance Co.	
	INSURER B: AIG Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADOL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
LTR	INSRD					
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Terrorism GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	60307390	02/03/05	02/03/06	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/PROP AGG \$ 2000000
A		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	60307390	05/31/05	05/31/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$10000	60307390	02/03/05	02/03/06	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC9369496	01/28/05	01/28/06	WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A		Equipment Floater	60307390	02/03/05	02/03/06	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Electrical Wiring

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE Certificates will be issued to specified holders upon request	SAM1002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

License No. 0092180406

Lightning Electric, Inc. Contract for T Hangar Improvements
Page 8 of 38

State of Arkansas

Contractors Licensing Board

LIGHTNING ELECTRIC, INC.
1800 STIRMAN ST #115
FAYETTEVILLE, AR 72701

This is to Certify That

LIGHTNING ELECTRIC, INC.

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended
and is entitled to practice Contracting in the State of Arkansas within the
following classification:

ELECTRICAL

with the following suggested bid limit UNLIMITED

from May 13, 2005 until April 30, 2006

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Michael H. A.

CHAIRMAN

Zygmunt C. Hapton

SECRETARY

May 13, 2005

Arkansas State Board of Electrical Examiners



M-7484

License Number

11/18/1999

Date of Original License

JASON E. KUNCL

Has Demonstrated Knowledge and Ability to be Certified

As

MASTER ELECTRICIAN

And Has Been Licensed As Such By
The Board of Electrical Examiners
Arkansas Department of Labor

James L. Balkeld

Director

Howard D. Hughes

Chairman

Board of Electrical Examiners

This License shall not be construed as repealing, modifying, or affecting Act 150 of 1965, the Arkansas Contractor's
Licensing Law.



THIS IS TO CERTIFY

Jason E Kunc

**1410 Castleview Dr
Springdale, AR 72762**

IS LICENSED AS

MASTER ELECTRICIAN
IN THE STATE OF ARKANSAS

Expires: 11/30/2006



M-7484

Bid 05-42, Hangar Rewiring

Time Extension

Date: 5/18/05

To: All Prospective Vendors

From: Andrea Foren

RE: Time Extension



June 7
Bid 05-42, Hangar Rewiring has been extended to ~~May 31~~, 2005 at 3:00 PM.

Any questions regarding this extension, of Bid 05-42, should be directed to City of Fayetteville Purchasing Division at one of the contacts listed below.

Andrea Foren
Buyer
aforen@ci.fayetteville.ar.us
(479)575-8220

Peggy Vice
Purchasing Agent
pvice@ci.fayetteville.ar.us
(479)575-8289

BID 05-42, Addendum 2

Date: 05/25/05 - Wednesday
To: All Prospective Vendors
From: Andrea Foren
RE: Bid 05-42



- **BID 05-42 has the following modifications:**

DATE REQUIRED: Completion (60) sixty days after receipt of notice to proceed.

Please do not hesitate to contact us if you have any problems, questions or concerns. We will be more than happy to assist you! Also, please note that a copy of this addendum must be submitted with your bid in order for your bid to be considered complete.

Thank you,

Andrea Foren
Buyer
aforen@ci.fayetteville.ar.us
(479)575-8220

Peggy Vice
Purchasing Agent
pvice@ci.fayetteville.ar.us
(479)575-8289

BID 05-42, Addendum 3

Time Extension



Date: 05/26/05 - Thursday

To: All Prospective Vendors

From: Andrea Foren

RE: Bid 05-42

-
- BID 05-42, Hangar Rewiring has the following modifications:

- Time Extension: **Bid is now due June 7, 2005 at 2:00 pm**

Please contact us if you have any problems, questions or concerns. We will be more than happy to assist you! Also, please note that a copy of this addendum must be submitted with your bid in order for your bid to be considered complete.

Thank you,

Andrea Foren
Buyer
aforen@ci.fayetteville.ar.us
(479)575-8220

Peggy Vice
Purchasing Agent
pvice@ci.fayetteville.ar.us
(479)575-8289

05/26/05

1

BID 05-42, Addendum 4



Date: 05/26/05 - Thursday

To: All Prospective Vendors

From: Andrea Foren

RE: Bid 05-42, Hangar Rewiring

-
- **BID 05-42, has the following modifications:**

DATE REQUIRED: Completion **(90) ninety days** after receipt of notice to proceed.

Please contact us if you have any problems, questions or concerns. We will be more than happy to assist you! Also, please note that a copy of this addendum must be submitted with your bid in order for your bid to be considered complete. Sorry about any confusion this may have caused.

Thank you,

Andrea Foren
Buyer
aforen@ci.fayetteville.ar.us
(479)575-8220

Peggy Vice
Purchasing Agent
pvice@ci.fayetteville.ar.us
(479)575-8289

BID 05-42, Addendum 5

Date: 06/02/05 - Thursday

To: All Prospective Vendors

From: Andrea Foren

RE: Bid 05-42, Hangar Rewiring – 2 pages



• **BID 05-42, has the following modifications:**

- 1.) Please be advised that the drawings for the rewiring of hangars A, B, C and D have been revised. Also, please note that these revised drawings contain new panel schedules. It is very important that you pick up a copy of these so you will be aware of the changes that have been made. Copies of these drawings are available, at no charge to bidders, at the following locations:

Southern Reprographics Plan Room
209 Pointe Circle
Fayetteville, AR 72704
(479) 582-4022

NW Arkansas Planning Room
103 W Apple Blossom
Bethel Heights, AR 72764
(479) 750-7704

- 2.) In all four T-Hangar Buildings, change indicated receptacle circuits from #12 to #10 or #8 Str THHN CU conductor and change conduit sizes as shown on the revised Drawings and on the new panel schedules.
- 3.) In all four T-Hangar Buildings, separate the lighting circuits from the receptacle circuits. This requires adding new lighting circuits and circuit breakers for these circuits. It also requires changing Panels A, B, C and D to larger panels with adequate spaces to accommodate the additional lighting circuit breakers. See new panel schedules on the revised Drawings for complete clarification.

- 4.) The Airport Management will remove aircraft from each Hangar bay. The Contractor shall coordinate with the airport to provide at least 24 hours notice.

Please do not hesitate to contact us if you have any problems, questions or concerns. We will be more than happy to assist you! **Also, please note that a copy of this addendum must be submitted with your bid in order for your bid to be considered complete.**

Thank you,

Andrea Foren
Buyer
aforen@ci.fayetteville.ar.us
(479)575-8220

Peggy Vice
Purchasing Agent
pvice@ci.fayetteville.ar.us
(479)575-8289

BID 05-42, Addendum 6



Date: 6/3/05 - Thursday

To: All Prospective Vendors

From: Andrea Foren

RE: Bid 05-42, Hangar Rewiring

-
- **BID 05-42, has the following modifications:**

TIME EXTENSION: The submittal date of Bid 05-42 has been extended to June 14, 2005 at 2:00 pm.

Please contact us if you have any problems, questions or concerns. We will be more than happy to assist you! Please note to include this Addendum with your bid.

Thank you,

Andrea Foren
Buyer
aforen@ci.fayetteville.ar.us
(479)575-8220

Peggy Vice
Purchasing Agent
pvice@ci.fayetteville.ar.us
(479)575-8289



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

INVITATION TO BID

Bid # 05-42

Rewiring Hangars: A, B, C, D

**Airport Division
479-718-7642**

BID #: 05-42

DATE ISSUED: May 16, 2005

DATE & TIME OF OPENING: *JUNE 7, 2005*
~~May 31, 2005~~ – at 2:00pm

BUYER: Andrea Foren, Room 306 ~ (479) 575-8220

F.O.B. Fayetteville, AR

General Information and Specifications:

THIS INVITATION TO BID IS BASED ON THE NEED FOR REWIRING OF FOUR HANGARS, AS LISTED IN SPECIFICATIONS & DRAWINGS. HOWEVER, THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, WAIVE FORMALITIES IN THE BIDDING, AND MAKE A BID AWARD DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DATE REQUIRED: Completion (30) thirty days after receipt of notice to proceed.

Contractors should visit the site to verify site condition and accessibility before submitting their bid. For a tour of the site contact Ray Boudreaux at (479) 718-7642, Monday through Friday, 8:00am to 4:30pm.

Proposals must conform to the following specifications and include appropriate evidence for each:

1. Bidder shall have a State of Arkansas Contractors License.
2. Bidder shall have an Arkansas Electrical License.
3. Bidder shall have workers' compensation as required by Arkansas State statutes.
4. Bidder shall have general liability insurance as required at a minimum of \$1,000,000. A bid bond of 5% must be submitted with the bid. Upon contract award a 100% performance/payment bond are required.

The successful bidder will be responsible for providing the following:

1. Provide all labor, equipment, materials and supplies needed to complete the job as specified.
2. Remove and cleanup of all debris and construction materials after installation.
3. Project will not be accepted until the City approves the work after construction. When work is in progress, it is the contractor's responsibility to supervise area. If any area is damaged, it is the contractor's responsibility to correct.
4. Project is subject to applicable labor laws, non-discrimination provisions, wage rate laws, and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964.

PROPOSAL FORM

Bid Details	
Hangar A	\$ 25,303.75
Hangar B	\$ 25,303.75
Hangar C	\$ 25,303.75
Hangar D	\$ 25,303.75

Total Turn-key Bid Amount	
=	\$ 101,215.00
Sum of A, B, C & D	
* Alternate 1 add = \$ 19,085.00	

The Bidder understands the City of Fayetteville reserves the right to reject any or all bids and to waive formalities deemed to be in the City's best interest.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the schedule closing time for receiving bids.

CONTRACTORS NAME

Lightning Electric, Inc

CONTRACTORS LICENSE #

0092180406

CONTACT PERSON

Jason Kunc

TITLE

President

ADDRESS

1800 Stirman, Suite 115

Fayetteville, AR 72701

TELEPHONE

479-695-1322 FAX 479-695-1324

EMAIL ADDRESS

lightningelectric1@cox-internet.com

SIGNATURE:

Jason Kunc

All inclusive bids must be submitted no later than 2:00 p.m., May 31, 2005 to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked "Rewiring of Hangars A, B, C, D" "Bid 05-42." Each bidder will be required to meet or exceed the specifications attached. Any deviation must be noted with specifications attached to bid. Questions should be directed to Andrea Foren, City of Fayetteville Purchasing Division, at (479) 575-8220 or aforen@ci.fayetteville.ar.us

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

CONTRACT

This contract executed this _____ day of _____, 2005, between the City of Fayetteville, Arkansas, and Lightning Electric, Inc.. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Lightning Electric, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 05-42 as stated in Lightning Electric, Inc.'s bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid #05-42, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Lightning Electric, Inc. based on their bid proposal in an amount not to exceed \$ _____. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Lightning Electric, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 05-42 with the specifications and conditions typed thereon.
 - B. Lightning Electric, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Lightning Electric, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Lightning Electric, Inc.
5. Lightning Electric, Inc. shall not assign its duties under the terms of this agreement.
6. Lightning Electric, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Lightning Electric, Inc.'s performance of this contract.

This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. Lightning Electric, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Lightning Electric, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability	\$250,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by
Lightning Electric, Inc.

8. Lightning Electric, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Lightning Electric, Inc. with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2005.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY _____
MAYOR

ATTEST: CITY CLERK

CONTRACTOR

ATTEST: COMPANY SECRETARY

BY _____
NAME AND TITLE

BUSINESS ADDRESS

ELECTRICAL SPECIFICATIONS FOR REWIRING HANGARS A, B, C AND D AT DRAKE FIELD FAYETTEVILLE, ARKANSAS

GENERAL CONDITIONS

The preceding General Conditions are part of these Specifications and this Contractor is referred to them and shall consult them in detail in connection with this part of the work.

DRAWINGS AND SPECIFICATIONS

The Drawings and Specifications are to be construed according to full intent, meaning and spirit when taken together or separately. Drawings and Specifications taken co-jointly shall be deemed to explain each other and be descriptive of necessary work to be performed under Contract. Any apparent discrepancy in either Drawings or Specifications shall be promptly reported to the Engineer, who is sole interpreter of the meaning of the Plans and Specifications, and his directions shall be followed. Anything shown on the Drawings and not mentioned in the Specifications, or vice-versa, shall be fully executed and carried out the same as if mentioned in the Specifications and shown on the Drawings.

For the sake of brevity these Specifications may omit, at times, phrases such as "Contractor shall furnish and install", "unless otherwise indicated or specified", etc., but these phrases are nevertheless implied. Mention of materials and operations requires the Contractor to furnish and install such materials and perform such operations complete to the satisfaction of the Owner. Exceptions are noted herein or shown on the Drawings.

SITE INSPECTION AND FAMILIARITY WITH THE PROJECT

The Contractor shall inspect the jobsites, study existing conditions, be completely familiar with the Drawings and Specifications, and, in general, be fully informed as to work required to complete Contract. No allowance will be made for misunderstanding after Contract is awarded.

GENDER REFERENCE

For the sake of brevity these Specifications may use the masculine "he", "him" or "his", etc. but shall nevertheless at all times indicate and include both the masculine and feminine gender.

FEES, PERMITS, ETC.

The Contractor shall pay all fees, licenses, permits, inspections charges, etc. incurred in obtaining services and installing work and shall deliver to Owner at completion of job all permits, inspection reports, etc.

LAWS, CODES AND ORDINANCES

These Drawings and Specifications are to be regarded as minimum requirements. The Contractor shall further comply with all applicable Federal, State and Local requirements and with the 2002 edition of NFPA 70, National Electric Code, (with special reference to Articles 501 and 513 (Aircraft Hangars); the latest and current editions of NFPA 101 (Life Safety Code) and NFPA 409 (Aircraft Hangars). In case of conflicts between governing codes, state laws or local ordinances, the most stringent shall apply. Should the work of the Contractor fail to conform to the governing codes, he shall provide work to bring project in conformance at no expense to the Owner.

SCOPE OF WORK

Furnish all materials and equipment specified or called for on Drawings and Specifications, except as stated otherwise. Furnish all incidental material and equipment not specifically mentioned but essential to make installation in accordance with intent and requirements of Drawings, Specifications and Contract. Work must be complete from point of service to each and every fixture shown on the Drawings or herein specified with all accessory construction as may be herein itemized or required to make installation complete and ready for service.

All material and equipment shall be new, of best quality and design and free from defects. All material and equipment furnished in quantity shall be all of one manufacturer for each item unless otherwise specified.

Installation shall be complete including electrical service, mounting brackets, painting, patching, circuit breaker panels, boxes, covers, conduit, grounding, lighting fixtures, etc., connected, adjusted, aimed and ready for service.

GUARANTEE

The Contractor, by acceptance of the Drawings and Specifications and signing Contract, acknowledges his acquaintance with all requirements and guarantees that every part going to make up the systems as herein described shall be as specified and will be erected in a most thorough and substantial manner by experienced labor.

He guarantees that all conduit and raceway as specified will be free from all obstructions of every description and will be free from holes or breaks and well-bonded together at joints.

He further guarantees to hold himself responsible for any defects which may develop in any part of the entire system, including apparatus and appliances as provided for under these Specifications, due to faulty workmanship, design or materials for a period of one year from date of final acceptance. Defects arising during this period will be promptly remedied by the Contractor at his expense to the complete satisfaction of the Owner. Lamps shall be excluded from this guarantee, but one complete, new and operative set of lamps for lighting fixtures shall be in place at time of final acceptance.

CHARACTER OF SERVICE AND SYSTEM

The electrical system shall commence at the north end of existing hangers as shown on the Drawings at a delivery voltage of 120/240 volts, single phase, 60 hertz.

HOUSEKEEPING AND SAFETY

Contractor shall remove his rubbish from the premises at intervals and shall maintain the workplace in an orderly and safe manner. On completing his work, and prior to submission of final estimate, he shall remove all tools, appliances, material and rubbish from the grounds. See Drawings for special lighted barricades required for this project.

COOPERATION AND COORDINATION

This Contractor shall install his work without unduly delaying other trades. He shall furnish sufficient labor to accomplish this end. He shall coordinate his work with all other trades so that all electrical work shall be properly installed. The Contractor shall verify field and site conditions to determine the precise routing and location of electrical work. Installation of electrical work shall be coordinated with other equipment and structural members. Provide access panels as required by NEC for access of concealed electrical work.

LABOR AND WORKMANSHIP

Contractor shall comply with the labor laws of the State of Arkansas and the various Acts Amendatory and Supplementary thereto, and other Federal, State and Local laws, ordinances and legal requirements applicable thereto.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their trades. The

standard of work required throughout shall be of such grade as will bring results of the first class only. Defective work shall be repaired or replaced at no expense to the Owner.

Mechanics whose work is unsatisfactory to the Owner or are considered by the owner to be unskilled or otherwise objectionable shall be dismissed from the work upon notice from the Owner.

All manufactured articles, material and equipment listed or described shall be applied, installed, connected, erected, used, cleaned, conditioned and aimed as directed by the Manufacturer and these documents.

LOCATION OF FACILITIES

Locations shown on Drawings are approximate unless dimensioned. Check large scale details to determine missing dimensions or for explanatory notes.

SUBSTITUTION OF SPECIFIED MATERIALS

The Specifications and Drawings make reference to material or equipment supplied by a particular manufacturer. This has been done to establish a minimum standard of acceptance concerning quality, workmanship, reliability, serviceability, etc. It is not the intent to discriminate against an approved equal by other manufacturers.

The Contractor shall furnish sufficient detailed information to enable the Owner to determine whether or not the proposed substitute is equal to that appearing in the Specifications or on the Drawings. No substitute item shall be approved without the written consent of the Owner.

Any additional work or changes necessitated by the approval and installation of substitute equipment shall be done by the Contractor without extra cost to the Owner. Any savings shall be passed to the Owner.

HAZARDOUS AREAS

Areas within 5 feet horizontally of engines or fuel tanks are Class 1, Division 2. Vertically, these areas extend from floor level to 5 feet above the highest point of the wings or engines. Horizontally, these areas extend 5 feet from the rear, front and tip of the wings. For purposes of this project, the hazardous area is assumed to extend to 14 feet above floor level. Sealing requirements of Section 501 of the National Electrical Code shall apply to both the horizontal and vertical boundaries of this defined area.

WIRING METHODS, CONDUIT AND FITTINGS

All circuits shall be installed as shown and sized on the drawings in conduit types shown. EMT connections shall be compression type. Galvanized conduit, EMT and fittings shall be manufactured in accordance with applicable NEMA standards and ASTM specifications. Conduit shall be Republic or equal and fittings shall be Appleton or equal.

GROUNDING

All electrical equipment and the structure installed on this project shall be properly grounded in accordance with Article 250 of the 2000 National Electrical Code.

A #14 stranded THHN copper grounding conductor, Green color, shall be installed in each conduit with lighting or receptacle circuits.

LIGHTING FIXTURES

Contractor to furnish and install lighting fixtures as listed in the Fixture Schedule on the Drawings.

WIRE AND CABLE

All conductors for panel feeder, lighting, receptacle and motor circuits shall be stranded copper, type THHN, 600 volt, code grade. Wire shall be sized as shown on the Drawings.

ELECTRICAL PANELS

Contractor shall furnish and install circuit breaker load centers as indicated on the Panel Schedule and located where shown on the Drawings.

Load-centers shall be rated 120/240 volts, 1 phase, 3 wire, 60 Hz and shall be Square D Type QO or equal. Circuit breakers shall be quick make and break, thermal-magnetic, trip indicating, with common trip for multi-pole breakers (no handle ties will be permitted). Circuit breakers shall be Square D Type QO or equal. The cabinet shall be NEMA Type 3R for exterior surface mounting. Fronts will be provided with locking provision with two (2) sets of keys to be provided to Owner. A typewritten directory of branch circuits shall be provided in cabinet.

DOOR CONTROL

The existing door control switches do not conform to the present National Electrical Code in that they are NEMA 1 switches in a hazardous area. As part of this contract the Contractor shall provide explosion-proof door switching in the present location. This shall be accomplished as follows:

Hangars A, B, C

The Contractor shall furnish and install two contactors wired as shown and an explosion-proof pushbutton station replacing the existing door switches. The motor circuits in these three hangars have no contactors or starters installed at the present time and will require installation of contactors as shown on the Drawings.

Hangar D

The Contractor shall furnish and install explosion-proof pushbutton stations in same location as existing door controls.

CUTTING, PATCHING AND PAINTING

The Contractor is responsible for all cutting, patching and painting required by electrical work. The Contractor shall arrange with the appropriate sub-contractor for the execution of this work. Cutting of structural members is not allowed unless approved in writing by the Engineer or the Owner. Factory painted equipment which has been damaged, scratched, or otherwise marred shall be restored to its original condition.

ELECTRICAL TESTS AFTER INSTALLATION

Before final acceptance will be given by the Owner, Contractor shall make insulation and load tests to assure the proper performance of each circuit. Instruments for such tests shall be furnished by the Contractor.

All circuits shall be tested in the presence of the Owner or his Representative with a two hundred and fifty (250) volt megohm meter and each reading shall be recorded. Test records shall be given to the Owner.

SUBMITTALS AND SHOP DRAWINGS

All submittals shall be submitted in seven (7) copies to the Owner. The Owner shall examine these submittals in detail to determine if the material conforms to the Specifications and the Drawings. Written approval of the submittals is required before materials may be incorporated into the project.

AS-BUILT DRAWINGS

Contractor shall keep at least one (1) copy of the Drawings at the project at all times. These Drawings shall be

annotated (red-lined) as required as the project progresses. This set of Drawings will be turned over to the Engineer at the end of the project for revision of the original Drawings.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: Rewiring Hangars
 Drake Field Municipal Airport
 Fayetteville, Arkansas
 Washington County

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 04-367** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor <i>Lightning Electric, Inc.</i>	<i>1800 Stirman, Suite 115 Fayetteville, AR 72701</i>	<i>479-695-1322</i>	<i>[Signature] President</i>
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

Page 2 of 2

**ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DETERMINATION – BUILDING RATES**

DATE: May 18, 2005
PROJECT: Rewiring Hangars
Drake Field Municipal Airport
Fayetteville, Arkansas

DETERMINATION #: 04-367
COUNTY: Washington
EXPIRATION DATE: 11-18-05
SURVEY #: 704-AR05

Power Equipment Operators:

Group I

Operators engaged in operating the following equipment: Cranes, draglines, shovels and piledrivers with a lifting capacity of 50 tons or over, and operators of all tower climbing cranes and derricks required to work 25 feet or over from the ground, blacksmith and mechanics.

Group II

Operators engaged in operating the following equipment or performing work relative to the engineer's jurisdiction: Hydraulic cranes, cherry pickers, backhoes, and all derricks with a lifting capacity less than 50 tons, as specified by the manufacturer, all backhoes, tractor or truck type, all overhead & traveling cranes, or tractors with swinging boom attachments, gradealls, all above equipment irrespective of motive power, leverman (engineer), hydraulic or bucket dredges, irrespective of size.

Group III

Heavy Equipment Operators. Operators engaged in operating the following equipment: all bulldozers, all front end loaders, all sidebooms, skytracks, forklifts, all push tractors, all pull scrapers, all motor graders, all trenching machines, regardless of size or motive power, all backfillers, all central mixing plants, 10S and larger, finishing machines, all boiler fireman high or low pressure, all asphalt spreaders, hydro truck crane, multiple drum hoist, irrespective of motive power, all rotary, cable tool, core drill or churn drill, water well and foundation drilling machines, regardless of size, regardless of motive power and dredge tender operator.

Group IV

Light Equipment Operators. Operators engaged in operating the following equipment: Oilerdriver motor crane, single drum hoists, winches and air tuggers, irrespective of motive power, winch or A frame trucks, rollers of all types and pull tractors, regardless of size, elevator operators inside and outside when used for carrying workmen from floor to floor and handling building material, Lad-A-Vator Conveyor, batch plant, and mortar or concrete mixers, below 10S, end dump euclid, pumpcrete spray machine and pressure grout machine, air compressors, regardless of size. All light equipment, welding machines, light plants, pumps, all well point system dewatering and portable pumps, space heater, irrespective of size, and motive power, equipment greaser, oiler, mechanic helper, drilling machine helper, asphalt distributor and like equipment, safety boat operator and deckhand.

Page 1 of 2

ARKANSAS DEPARTMENT OF LABOR **PREVAILING WAGE DETERMINATION – BUILDING RATES**

DATE: May 18, 2005
PROJECT: Rewiring Hangars
 Drake Field Municipal Airport
 Fayetteville, Arkansas

DETERMINATION #: 04-367
COUNTY: Washington
EXPIRATION DATE: 11-18-05
SURVEY #: 704-AR05

CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS
Asbestos Worker/Insulator	9.50	
Bricklayer/Pointer, Cleaner, Caulker	18.80	
Carpenter	13.35	
Concrete Finisher/Cement Mason	12.70	
Electrician/Alarm Installer	16.70	3.40
Elevator Mechanic	24.30	12.18
Glazier	14.35	2.25
HVACR Mechanic (Excluding HVAC Duct Work)	14.25	
Ironworker (Including Reinforcing Work)	13.95	2.95
Laborer	9.50	
Marble/Tile/Terrazzo Setter	12.69	
Metal Building Erector (Includes all construction of pre-fabricated components supplied by the manufacturer)	12.55	
Millwright	10.85	1.65
Painter/Sheet Rock Finisher	12.60	
Plasterer	13.60	
Plumber/Pipefitter	16.35	1.90
Roofer	12.65	2.60
Sheet Metal Worker (Including HVAC Duct Work)	13.30	2.30
Sprinkler Fitter	18.95	4.60
Truck Driver	11.35	
Waterproofor	14.00	1.09
Power Equipment Operators:		
Group I	14.75	2.85
Group II	14.40	3.78
Group III	13.00	
Group IV	11.50	

Welders—receive rate prescribed for craft performing operation to which welding is incidental.

Certified July 1, 2004

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

Mike Huckabee
Governor

James L. Salkeld
Director



STATE OF ARKANSAS

ARKANSAS DEPARTMENT OF LABOR

10421 WEST MARKHAM • LITTLE ROCK, ARKANSAS 72205-2190
(501) 682-4500 • FAX: (501) 682-4535 • TDD: (800) 285-1131

May 18, 2005

Ms. Andrea Foren
City of Fayetteville
113 W Mountain St, Purchasing Room 306
Fayetteville, AR 72701

Re: Rewiring Hangars
Drake Field Municipal Airport
Fayetteville, Arkansas
Washington County

Dear Ms. Foren:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **04-367** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "Statement of Intent to Pay Prevailing Wages" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please mail or fax a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Cash".

Don Cash
Prevailing Wage Division

Enclosures

CONTRACT

This contract executed this 17 day of June, 2005, between the City of Fayetteville, Arkansas, and Lightening Electric Inc. 1800 Stirman, Suite 115, Fayetteville, AR 72701. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Lightening Electric Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 05-42 as stated in Lightening Electric Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid #05-42, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Lightening Electric Inc. based on their bid proposal in an amount not to exceed One Hundred, One Thousand, Two Hundred, Fifteen dollars (\$101,215). Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Lightening Electric Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 05-42 with the specifications and conditions typed thereon.
 - B. Lightening Electric Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Lightening Electric Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Lightening Electric Inc.
5. Lightening Electric Inc. shall not assign its duties under the terms of this agreement.

6. Lightening Electric Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Lightening Electric Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. Lightening Electric Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Lightening Electric Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability	\$250,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Lightening Electric Inc.

8. Lightening Electric Inc. to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Lightening Electric Inc. with 10 days written notice.

10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas

Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

WITNESS OUR HANDS THIS 17 DAY OF June, 2005.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY _____
MAYOR

ATTEST: CITY CLERK

Lightning Electric, Inc.
CONTRACTOR

BY Joan Kel - President
NAME AND TITLE

ATTEST: COMPANY SECRETARY

Joan Kel - Secretary
1800 Stisman, Suite 115
BUSINESS ADDRESS

Fayetteville, AR 72701

**Change Order #1 To Contract
City of Fayetteville & Lightning Electric Inc.
Bid 05-42 Hangar Rewiring**

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
Alt. 1	Alternate #1 Per Revised Plans	Lot	1 Lot	\$19,085.00	\$19,085.00
Original Contract Amount					\$101,215.00
Net Increase (decrease) of the Change Order					\$ 19,085.00
Revised Contract Amount					\$120,300.00

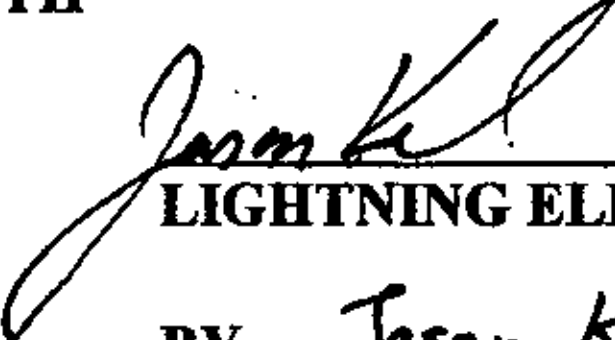
WITNESS OUR HANDS THIS 17 DAY OF June, 2005.

**CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS**

BY _____
MAYOR DAN COODY

ATTEST: CITY CLERK

SONDRA SMITH



LIGHTNING ELECTRIC INC.

BY Jason Kuncel - President

PRINTED NAME AND TITLE

ATTEST: COMPANY SECRETARY



BUSINESS ADDRESS: 1800 Shimen, Suite 115
Fayetteville, AR 72701

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

5-Jul
City Council Meeting Date

Ray M. Boudreaux
Submitted By

Aviation & Economic Development
Division

General Government
Department

Action Required:

Approve a Contract with Lightning Electric, Inc., 1800 Stirman, Suite 115, Fayetteville, AR 72701, phone: 479-695-1322, 695-1323, Cell: 479-601-5127, Fax: 479-695-1324, to rewire T-hangars A through D.

Approve a Budget Adjustment.

\$126,315.00
Cost of this request
5550.3960.5804.00
Account Number
04048.1
Project Number

\$ -
Category/Project Budget
\$ 620.00
Funds Used to Date
\$ (620.00)
Remaining Balance

T-Hangar Wiring Maintenance
Program Category / Project Name
Airport Capital Expenditures
Program / Project Category Name
Airport
Fund Name

Budgeted Item ☐

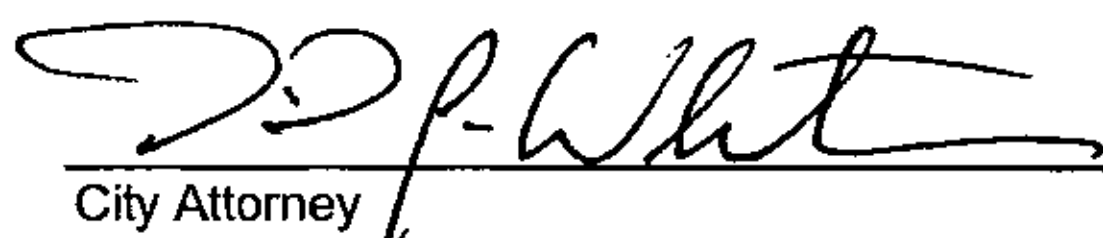
Budget Adjustment Attached ☒


Department Director

6/15/05
Date

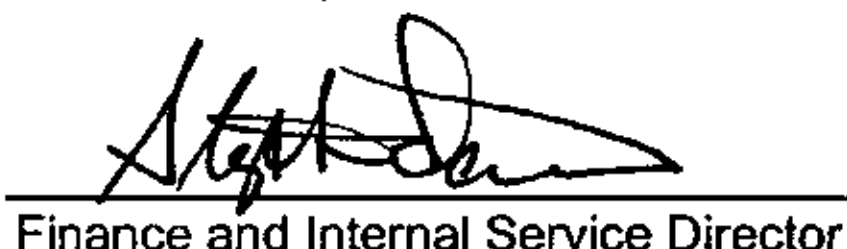
Previous Ordinance or Resolution # _____

Original Contract Date: _____


City Attorney

6/17/05

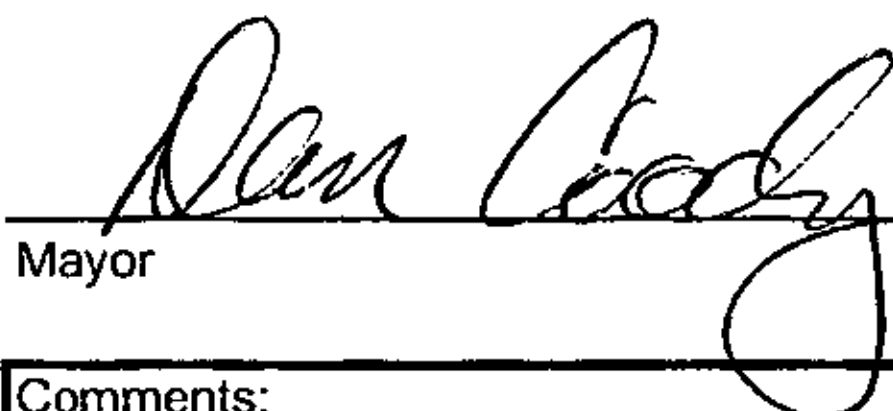
Original Contract Number: _____


Finance and Internal Service Director

6-17-05
Date

Received in City Clerk's Office




Mayor

6/20/05
Date

Received in Mayor's Office



Comments:

--

City Council Meeting of July 19, 2005



CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Bob Davis, Water/Wastewater Director
Stephen Davis, Finance and Internal Services Director

From: David Jurgens, Water/Sewer

Date: June 10, 2005

Subject: Resolution approving a construction contract with T-G Excavating, Inc., for Manhole Rehabilitation in the Farmington Sanitary Sewer System.

RECOMMENDATION

Fayetteville City Administration recommends approval of an authorization totalling \$144,444.00, said amount being the face value of a proposed contract with T-G Excavating, Inc., and approving a 10% contingency of \$14,444.00.

BACKGROUND

The sewer collection system in Farmington experiences sewer overflows during rain events at several locations along the interceptor line running parallel to the North Farmington Branch through Farmington. Per a negotiated agreement, Fayetteville is conducting sewer rehabilitation in the Farmington area to reduce the amount of rainfall and ground water that get into the sewer system, thus reducing the frequency and volume of these sanitary sewer overflows.

Collection system rehabilitation to reduce infiltration and inflow (I/I) in this system will also offset domestic wastewater flow increases, thus extending the life of the pumping stations and interceptors and increasing the amount of future growth than can occur in the basin. This rehabilitation project is similar to those conducted with great success in many areas of Fayetteville.

All extraneous water removed from the Farmington area reduces the water flow in the entire system downstream, ultimately reducing the water flow into the Noland WWTP.

DISCUSSION

This manhole rehabilitation project is the first construction project to reduce the I/I in the system. The work includes replacing 15 manhole frame and covers, sealing and adjusting 120 manhole frames to proper grade, coating ten manholes, installing 240 watertight inserts, installing two manholes (to replace existing substandard manholes), pressure grouting several manholes, and performing minor related work. All work will be tested to ensure the leaks are sealed.

BUDGET IMPACT

The \$158,888.00, including the \$14,444.00 contingency, is included in the 2005 budget.

Attachments: Proposed Contract (Complete contract in City Clerk's Office)
Engineer's Letter of Recommendation
Bid Tab

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO T-G EXCAVATING, INC. IN THE AMOUNT OF \$144,444.00 FOR THE FARMINGTON SANITARY SEWER SYSTEM MANHOLE REHABILITATION; AND APPROVING A 10% PROJECT CONTINGENCY IN THE AMOUNT OF \$14,444.00.

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 awards a construction contract to T-G Excavating, Inc. in the amount of \$144,444.00 for the Farmington Sanitary Sewer System Manhole Rehabilitation.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 10% project contingency in the amount of \$14,444.00.

PASSED and APPROVED this 5th day of July, 2005.

APPROVED

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk



RJN GROUP, INC.

An Employee-Owned Firm

Engineering and Information
Technology Services

12160 Abrams Road, Suite 400

Dallas, TX 75243

972.437.4300

fax 972.437.2707

www.rjn.com

June 8, 2005

Mr. David Jurgens, P.E.
Manager of Water/Wastewater
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Subject: Manhole Rehabilitation in the Farmington Sanitary Sewer System
Construction Contract Recommendation

Dear Mr. Jurgens:

Bids for the subject project were received on May 31, 2005. A total of two bids were received. A copy of the Bid Tabulation is enclosed for your reference.

We have reviewed all of the bids received and no errors were found in the bids. The low bid was submitted by T-G Excavating, Inc. We have verified references with the City of Sapulpa, City of Sand Springs, and Tulsa. Based on the information provided, they meet the requirements of the specifications in terms of successful completion of similar work. Their work has been satisfactory, and we believe that they can successfully complete this sewer project.

It is therefore recommended that the contract be awarded to T-G Excavating, Inc., in the amount of \$144,444.00. Please feel free to contact me if you have any questions concerning this.

Very truly yours

RJN GROUP, INC.

A handwritten signature in black ink, appearing to read 'Michelle Speaker', written in a cursive, flowing style.

Michelle Speaker, P.E.
Project Manager

MS/kb/18-1959-01

Enclosure

City Of Fayetteville (Not a Purchase Order)

Requisition No.: _____ Date: _____
 P.O. Number: _____ Expected Delivery Date: _____

Vendor #: _____ Vendor Name: T-G Excavating, Inc.
 Address: 26016 East Admiral Place
 City: _____ State: OK Zip Code: 74015
 Fob Point: _____ Ship to code: _____
 Requester: _____ Requester's Employee #: 490
 Extension: 386

Mail Yes: _____ No: _____
 Taxable Yes: _____ No: _____
 Quotes Attached Yes: _____ No: _____
 Division Head Approval: _____

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Sanitary Sewer Manhole Rehabilitation	1	EA	144,444.00	\$144,444.00	5400-5700-5315.00	2017		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: \$144,444.00
 Tax: \$0.00
 Total: \$144,444.00

Approvals: _____
 Mayor: _____ Department Director: _____
 Finance & Internal Services Director: _____ Budget Manager: _____
 Dispatch Manager: _____ Utilities Manager: _____
 Purchasing Manager: _____
 IT Manager: _____
 Other: _____

T-G Excavating, Inc.
Contractor

26016 E. Admiral Place
Street Address

Catoosa, OK. 74015
City & State

918-266-4736
Telephone

CONTRACT DOCUMENTS

**CITY OF FAYETTEVILLE
MANHOLE REHABILITATION IN THE
FARMINGTON SANITARY SEWER SYSTEM**

**CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS**

**PREPARED BY
RJN GROUP INC.
CONSULTING ENGINEERS
DALLAS, TEXAS**

MAY 2005

May 2005

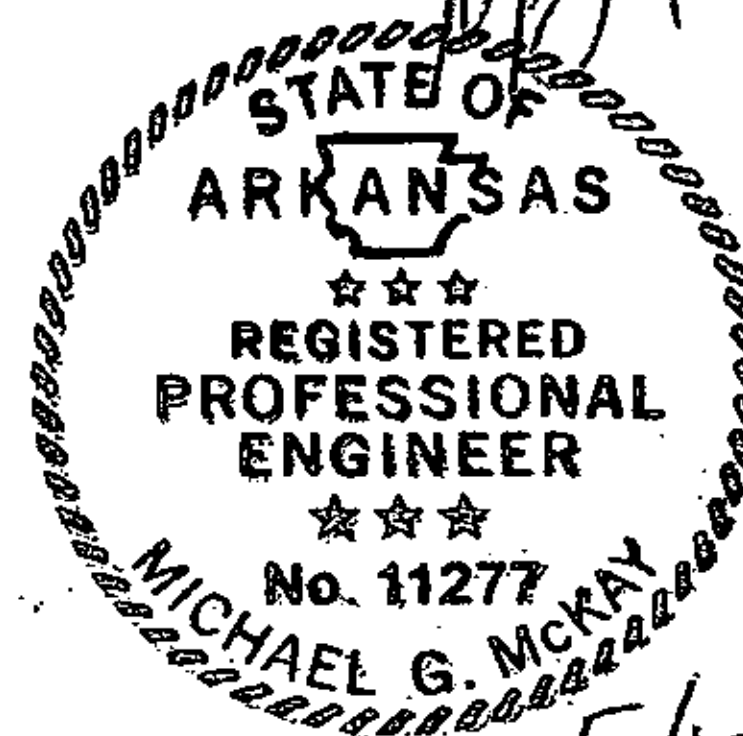
Contract Documents

City of Fayetteville
Manhole Rehabilitation in the
Farmington Sanitary Sewer System

Prepared for the
City of Fayetteville
Fayetteville, Arkansas

prepared by

RJN Group, Inc.
Consulting Engineers
Dallas, Texas



CONTRACT DOCUMENTS

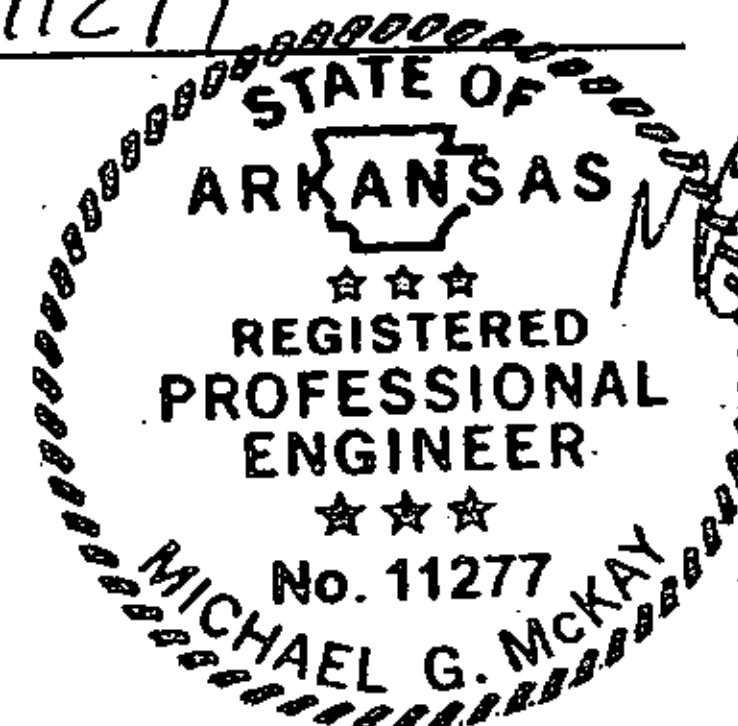
**CITY OF FAYETTEVILLE
MANHOLE REHABILITATION IN THE
FARMINGTON SANITARY SEWER SYSTEM**

**CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS**

MAY 2005

I hereby state that these Contract Documents were prepared under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Arkansas.

Date: 5/10/05 Registration No. 11277



BONDING COMPANY INFORMATION

The following person, firm, or corporation has agreed to execute the required payment and performance bonds in the event this contract is awarded to the bidder.

Name of Surety: Mid-Continent Casualty

Mailing Address: P.O. Box 1409

City, State, Zip: Tulsa, OK. 74101-1409

Telephone Number: 918-587-7221

Date: May 31, 2005

Is surety authorized to operate in Arkansas? YES

Is surety aware of size of project? YES

Does surety have adequate authorization and resources to cover bonds for the amount of this contract? YES

Rating from U.S. Treasury List _____

Project: Manhole Rehabilitation
Farmington Sanitary Sewer System
Improvement Program

Owner: City of Fayetteville, Arkansas

Name of Bidder - T-G Excavating, Inc.

CITY OF FAYETTEVILLE, AR

BID

MANHOLE REHABILITATION
FARMINGTON SANITARY SEWER SYSTEM

Name of Bidder T-G Excavating, Inc.

Business Address 24016 E. Admiral Place
Catoosa, OK. 74015

Date May 31, 2005

To: The City of Fayetteville, AR

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda Nos. _____, _____, _____, and issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Fayetteville, AR, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Fayetteville, AR as therein set forth to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefor the sums set forth in the following Bid Schedule.

I. BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Document for the following unit prices.

Bids shall include sales tax and all other applicable taxes.

MANHOLE REHABILITATION

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
(Furnish and install, including all appurtenant work, complete in place, the following items:)				
1	15 EA	Replace Manhole Frame and cover per Section D2-2 (material only) <u>Two Hundred</u> <u>Eighty</u> Dollars & Cents per EA	\$ <u>280.⁰⁰</u>	\$ <u>4,200</u>
2	20 EA	Paved Frame & Grade Adjustment Sealing per Section D2-4 <u>Eight Hundred</u> <u>Seventy</u> Dollars & Cents per EA	\$ <u>870.⁰⁰</u>	\$ <u>17,400</u>
3	100 EA	Non-Paved Frame & Grade Adjustment Sealing per Section D2-4 <u>Five Hundred</u> <u>Twenty</u> Dollars & Cents per EA	\$ <u>570.⁰⁰</u>	\$ <u>57,000</u>
4	60 VF	Concrete Manhole Grade Adjustments per Section D2-3 (material only) <u>One</u> Dollars & Cents per VF	\$ <u>1.⁰⁰</u>	\$ <u>60</u>

PAY
ITEMAPPROXIMATE
QUANTITYDESCRIPTION OF ITEMS WITH
BID PRICES WRITTEN IN WORDSUNIT
PRICEAMOUNT A. 4
T-G Excavating, Inc. Contract
Farmington, CT Sewer Rehab
Page 11 of 20

5

2 EA

Replace Manhole Flattop per
Section D2-2Two Thousand Four
Hundred Dollars &

Cents per EA

\$ 2,400.⁰⁰\$ 4,800

6

20 VF

Pressure Grout Manhole per
Section D2-7One Hundred
Twenty Dollars &

Cents per VF

\$ 170.⁰⁰\$ 3,400

7

10 EA

Interior Manhole Coating per
Section D2-8, D2-8A, or D2-8BEight Hundred
Fifty Dollars &

Cents per EA

\$ 850.⁰⁰\$ 8,500

8

23 EA

Pressure Grout Pipe Seals, Bench and
Trough, and lower 18" of Manhole per
Section D2-7Four Hundred
Fifty Dollars &

Cents per EA

\$ 450.⁰⁰\$ 10,350

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
9	1 LS	Photo Documentation per Section D1-3 <u>Two Thousand Five</u> <u>Hundred</u> Dollars & Cents per LS	\$ <u>2,500.⁰⁰</u>	\$ <u>2,500</u>
10	240 EA	Furnish and Install Watertight Inserts per Section D2-2 <u>Eighty</u> Dollars & Cents per EA	\$ <u>80.⁰⁰</u>	\$ <u>19,200</u>
11	15 EA	Repair Pipe Seals per Section D2-7A <u>Two Hundred</u> <u>Fifty</u> Dollars & Cents per EA	\$ <u>250.⁰⁰</u>	\$ <u>3,750</u>
12	1 EA	48" Diameter Sanitary Sewer Manhole per Section D2-5 <u>Four Thousand Seven</u> <u>Hundred</u> Dollars & Cents per EA	\$ <u>4,700.⁰⁰</u>	\$ <u>4,700</u>

PAY
ITEM

APPROXIMATE
QUANTITY

DESCRIPTION OF ITEMS WITH
BID PRICES WRITTEN IN WORDS

UNIT
PRICE

BID A. 4
T-G Excavating, Inc. Contract
Farmington Sewer Rehab
Page 13 of 20

13

1 EA

48" Shallow Sanitary Sewer
Manhole at I-(23)312B per
Section D2-5

*Four Thousand Two
Hundred* Dollars &

Cents per EA

\$ 4,200.⁰⁰ \$ 4,200

14

1 EA

Remove 48" Sanitary Sewer Manhole at
I-(23)312 and Connect Existing Pipe
per Section D2-9

*Four Thousand Three Hundred
Eighty Four* Dollars &

Cents per EA

\$ 4,384.⁰⁰ \$ 4,384

TOTAL MANHOLE REHABILITATION \$

One Hundred Forty Four Thousand Four Hundred Forty Four
(in writing)

144,444.⁰⁰

II. BID CONDITIONS

It is expressly understood and agreed that the preceding total Bid is the basis for establishing the amount of the Bid security on this Bid for **MANHOLE REHABILITATION IN THE FARMINGTON SANITARY SEWER SYSTEM** for the City of Fayetteville, AR, and that this total Bid is not to be construed to be a Lump Sum Bid.

It is further understood that quantities in the bidding schedule for unit price items are approximate only, and that payment of a Contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the General Conditions, Specifications, or other Contract Documents.

There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the unit prices for other items listed in the Proposal.

The undersigned has carefully checked the above bidding schedule against the Contract Drawings, Specifications, and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications, and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond, Labor and Material Bond, and Maintenance Bond required by the Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within ten (10) days after the date of the notice of award of the Contract, the City of Fayetteville may, at his option, determine that the Bidder has abandoned his Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Fayetteville as liquidated damages.

The undersigned agrees to fully complete all work covered by this Bid to the point of substantial completion no later than **90 Calendar Days from date of Notice to Proceed**. The undersigned further agrees to fully complete all work covered by this Bid to the point of final acceptance by the City of Fayetteville no later than **110 Calendar Days from date of Notice to Proceed**. If the undersigned fails to complete the work within the contract time, or extension of time granted by the City of Fayetteville for unavoidable delays, then the undersigned shall pay to the City of Fayetteville liquidated damages for each calendar day beyond the day stipulated in the Contract Documents.

By submission of this Bid, the undersigned certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with the proposal:

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

- D. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and shall also certify that he has not participated, and will not participate in any action contrary to Paragraphs A through C above.
- E. He is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs A through C above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate in any action contrary to Paragraphs A through C above.

III. BID SECURITY

Accompanying this Bid is a Five Percent in the amount of
Dollars. (\$ 570)

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

A. An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

B. A Partnership

By _____ (SEAL)
(Firm Name)

_____ (General Partner)

Business address: _____

Phone No.: _____

C. A Corporation

By T-G Excavating, Inc.
(Corporation Name)

Oklahoma
(State of Incorporation)

By SANDRA K. HERRING
(Name of Person Authorized to Sign)

PRESIDENT
(Title)

(Corporate Seal)

Attest [Signature]
(Secretary)

Business address: 26016 E. ADMIRAL PLACE

CAHOOSA, OK. 74015

Phone No.: 918-266-4736

D. A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Subscribed and sworn to before me this 31 day of May, 2005.





Mid-Continent Group

MID-CONTINENT CASUALTY • MID-CONTINENT INSURANCE • OKLAHOMA SURETY

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, T-G Excavating, Inc.

As Principal, and the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the
State of Oklahoma, and authorized to do business in the State of Oklahoma as Surety, are held
and firmly bound unto the City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

As obligee, in the sum of Five Percent (5%) of the Amount of Bid DOLLARS, lawful
money of the United States of America, to the payment of which sum of money well and Truly to be made, the said Principal and
Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligor shall make any award to the Principal for:
City of Fayetteville Manhole Rehabilitation in the Farmington Sanitary Sewer System

According to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a
contract with the Obligor in accordance with the terms of said proposal or bid and award and shall give bond for the faithful
performance thereof, with the MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the
Obligor; or if the Principal shall, in case of failure so to do, pay to the Obligor the damages which the Obligor may suffer by reason
of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in
full force and effect.

Signed, Sealed and Dated this 31st day of May, 2005

T-G Excavating, Inc.

By

Principal(s)

MID-CONTINENT CASUALTY COMPANY

By

Jamie Burris

Attorney-in-fact

B-1206 MC

A. 4
T.G. Excavating, Inc. Contract
Farmington Sewer Rehab
Page 18 of 20

MID-CONTINENT CASUALTY COMPANY
Tulsa, Oklahoma

Know all Men by these presents That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit:

"Article IV, Section 7. - The Executive Officers of the Company shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint **Jamie Burnis, Robbie Loyd and Stephen M. Poleman,** individually of TULSA, OK

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed.
Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma.

IN WITNESS WHEREOF,
presents this 20

MID-CONTINENT CASUALTY COMPANY,
day of April

has executed and attested these
2005

ATTEST:

SARA ANDERSON
ASSISTANT SECRETARY

TODD BAZATA
VICE PRESIDENT

On this 20 day of April, 2005 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written.

STATE OF OKLAHOMA
COUNTY OF TULSA



Commission # 99009381

My Commission expires 06-07-07

Julie Callahan
Notary Public

I, SARA ANDERSON, Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

This certifies that any facsimile or mechanically-produced signature of any officer of the Company and Company seal, wherever appearing upon a power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 31st day of May, 2005
SARA ANDERSON
Assistant Secretary



City of Fayetteville
Staff Review Form
City Council Agenda Items

or
Contracts

5 JUL 05
19 Jul 05

City Council Meeting Date

David Jurgens

Submitted By

Water/Wastewater

Division

Water/Wastewater

Department

Action Required:

Approve a construction contract with T-G Excavating, Inc., in the amount of \$144,444.00 for Manhole Rehabilitation in the Farmington Sanitary Sewer System, and approve a 10% contingency of \$14,444.00.

\$158,888.00

Cost of this request

5400-5700

Account Number

02017

Project Number

\$ 5,419,133.00

Category/Project Budget

\$ 1,119,477.91

Funds Used to Date

\$ 4,299,655.09

Remaining Balance

Sanitary Sewer Rehabilitation

Program Category / Project Name

Sanitary Sewer Rehabilitation

Program / Project Category Name

Water/Sewer

Fund Name

Budgeted Item

XX

Budget Adjustment Attached

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office

Received in Mayor's Office

Bill Davis
Department Director

6-13-05
Date

D. J. Whitaker
City Attorney

6/14/05
Date

Stephen
Finance and Internal Service Director

6-16-05
Date

Alan Cooley
Mayor

6/21/05
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Coody and City Council

Thru: Gary Dumas, Director of Operations
Connie Edmonston, Parks and Recreation Director *C-E*

From: Matt Mihalevich, Park Planner

Date: June 17, 2005

Subject: Resolution to void resolution no. 136-04.

RECOMMENDATION

Parks and Recreation Staff recommends voiding resolution no. 136-04 based on the May 31, 2005 Parks and Recreation Advisory Board recommendation to accept a full park land dedication in the amount of 5.064 acres for Laureate Fields Subdivision to be located on the future development site of Park West at the Audubon.

BACKGROUND

The Laureate Fields Subdivision, previously known as the Schlegel property is located on Salem Road, west of Deane Soloman Road and south of Howard Nickell Road. The owner is Tracy Hoskins of Paradigm Development and the engineering firm is Milholland Company. The development contains 211 single family units on 72.5 acres. The requirement for park land is 5.064 acres or money in lieu is \$117,105.

The development was originally approved by the Parks and Recreation Advisory Board (PRAB) on June 7, 2004 and approved again on August 10, 2004 with the proposal for resolution no.136.04. The resolution states the following:

Resolution to accept a waiver of the Park Land Dedication Ordinance and accept a combination of land and park development for Laureate Fields Subdivision (Schlegel Property); approval of a Cost Share Agreement with Paradigm Development; and a waiver of the Competitive Bidding Process.

DISCUSSION

The proposed 5.064 acres of park land will be located approximately ½ mile to the east of Laureate Fields to the owner's development called Park West at the Audubon. Additionally, Clabber Creek Trail is shown on the Fayetteville Alternative Transportation and Trail plan along the east side of Laureate Fields and will provide a paved connection from Laureate Fields to Park West at the Audubon.

BUDGET IMPACT

This resolution will void \$22,200 in potential green space funds, originally to be used for the development of the park at Laureate fields, but the total required park land will be provided at Park West at the Audubon.

Attachments:

Laureate Fields & Park West Location Map
Park West Site Map
Laureate Fields Site Map
Developer Letter
PRAB Meeting Minutes

RESOLUTION NO. _____

A RESOLUTION RESCINDING RESOLUTION No. 136-04
AND ACCEPTING THE PARKS AND RECREATION
ADVISORY BOARD'S REVISED RECOMMENDATION TO
ACCEPT 5.064 ACRES OF LAND LOCATED ON THE
FUTURE SITE OF PARK WEST AT AUDUBON AS THE
REQUIRED PARK LAND DEDICATION FOR LAUREATE
FIELDS DEVELOPMENT.

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 rescinds Resolution No. 136-04 in its entirety.

Section 2. That the City Council of the City of Fayetteville, Arkansas
hereby accepts the Parks and Recreation Advisory Board's revised
recommendation to accept 5.064 acres of land located on the future site of Park
West at Audubon as the required Park Land Dedication for the Laureate Fields
Development.

PASSED and APPROVED this 5th day of July 2005.

APPROVED

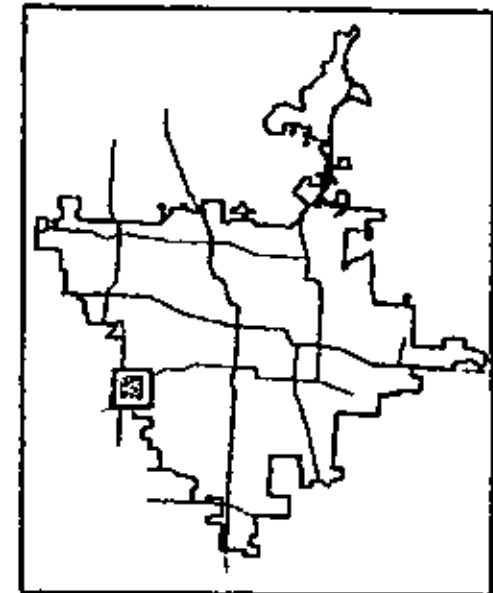
By

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

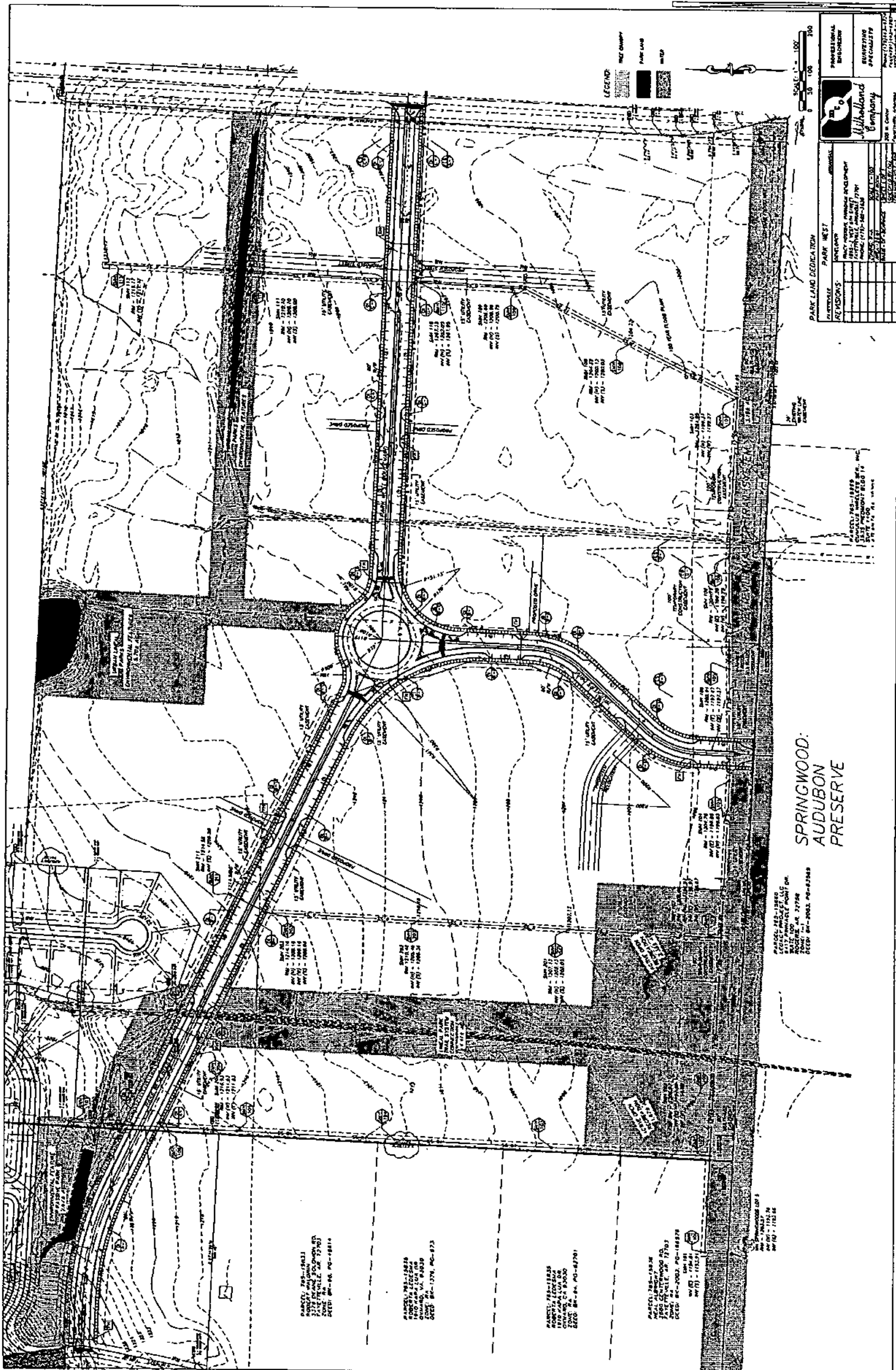


Legend

- Existing Park Land
Community Park Service Area
Neighborhood Park Service Area
Mini Park Service Area

Park West





Miltholland Company

Engineering & Surveying

Melvin L. Miltholland, PE, PLS

Thomas M. Jefcoat, RLA, REM, CPESC

REGISTRATIONS:

PE: AR, MO

PLS: AR

RLA: AR

May 13, 2005

Project No. E688/689

FAYETTEVILLE

Parks and Recreation Division

113 West Mountain Street

Fayetteville, Arkansas 72701

ATTN: Matt Mihalevich

RE: Laureate Fields, Park Land Banking Request

Dear Park Staff and Board Members:

This correspondence is to request the establishment of a Park Land Bank from which credits can be withdrawn for development of residential property, at this time specifically for the referenced Laureate Fields subdivision. Laureate Fields, a subdivision that the Parks Board has previously reviewed and approved for land dedication, is being revised at the request of the Owner/Developer in-part to provide more desirable Park accommodations to residents of Laureate Fields and to the community by means of connectivity to the City's Master multi-use Trail System and whereby larger land masses for recreational opportunities can be made a reality.

The proposed Land Bank will be set within the proposed Park West Development, having a land mass area of approximately 120 acres, where opportunities exist for trail head corridors connecting areas of mixed use (commercial, office - residential, multi-family, and single family, etc.) with open park lands where more active use possibilities exist.

Laureate Fields is being revised to have 211 single family residential lots. Calculating 211 residential homes at the base unit of 0.024 acres, 5.064 acres of Park land dedication is required.

There currently exists in combination with the City's Master Trails System Plan, 3.195 acres of Park Land credits in the Park West Development. In the Concept PZD, additional park lands will be provided, approximately 12.78 acres. It is highly possible that as development progresses additional park lands for banking can be realized, especially along the project site's south boundary and southeast corner.

There exist the opportunity for a variety of recreational experiences through this proposed project. As linkages of the Master Trail System become a reality, the designation of Park West for a combination of reasons and experiences will become a featured jewel of Fayetteville and the Parks Department. It is the Developer's intent for residents of the development, visitors, and the surrounding citizenry, especially those from neighborhoods in proximity like Laureate Fields (that has a direct connection to the Master Trail System), to actively participate in this pedestrian

Milholland Company

Engineering & Surveying

Melvin L. Milholland; PE, PLS

Thomas M. Jefcoat; RLA, REM, CPESC

REGISTRATIONS:

PE: AR, MO

PLS: AR

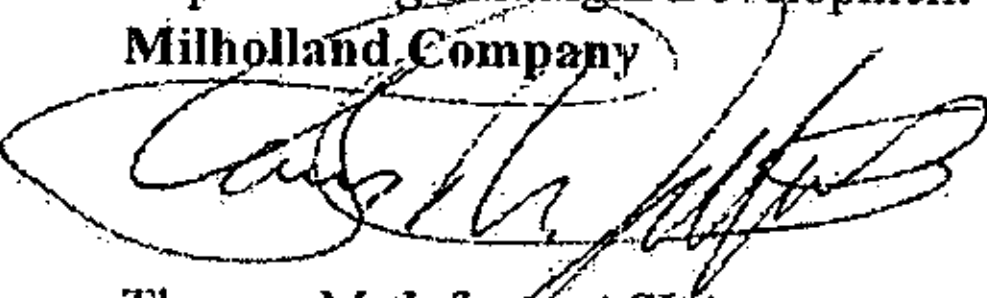
RLA: AR

friendly setting. Where one moves from urban to rural environments within short distances. Where one can experience commercial shopping, professional offices and services within a pedestrian setting of paths, trails, sidewalks, streams and narrow streets that encourage a slower pace of life and the enjoyments of living. This harmonious bend of environments, diverse living spaces, diverse commercial and offices, diverse recreational experiences, all the while surrounded by Mother Nature is a natural product of the Northwest Arkansas heritage. A natural product that is almost always overlooked when developing urban spaces. Park West offers a unique opportunity for Fayetteville to continue its heritage of civic pride, a green place where one experiences healthy living, receives quality education, and becomes part of a vibrant community.

The developer asks that you, the Fayetteville Parks and Recreational Advisor Board, support this project and proposed banking request. Opportunities proposed through the development of this project do not often surface, but it is the desire of this Developer to set a precedent for similar growth to continue.

Thank you for your consideration, foresight, and vision as the world around us, including the park system, becomes both more dynamic and sorted in meeting public needs.

Respectfully Requested,
Representing Paradigm Development
Milholland Company



Thomas M. Jefcoat, ASLA
Senior Projects Manager

cc: Tracy Hoskins

PARKS AND RECREATION ADVISORY BOARD

Special Meeting Minutes May 31, 2005

Opening:

The special meeting of the Parks and Recreation Advisory Board was called to order at 5:35 P.M. on May 31, 2005 at the Highway 112 Drive In Theater across from the Park West development.

Present:

Parks and Recreation Advisory Board members Hill, Bailey, Harrison Mauritson, and Pawlik-Holmes; City staff Mihalevich, Edmonston, Coles, Whillock; Millholland (Milholland Engrs), Jefcoat (MCO), Hoskins (Paradigm Development); and D. McAlister and Mrs. Benedict from the surrounding property.

1. 1. Park Land Dedication: Matt Mihalevich, Park Planner

Development Name:	Laureate Fields
Engineer:	Milholland Company
Owner:	Paradigm Development
Location:	West and South of Hwy 112, east of Dean Solomon Road.
Park District:	NW
Units:	Park West – Undetermined Laureate Fields - 211 Single Family Units
Total Acres:	Park West – 120 Acres Laureate Fields – 72.5 Acres
Land Dedication Requirement:	Park West - Undetermined Laureate Fields - 5.064 Acres
Money in Lieu Requirement:	Park West - Undetermined Laureate Fields - \$117,105
Existing Parks:	None within ½ mile
Developer's Request:	Park land to be transferred from Laureate Fields to the proposed Park West development.
Staff Recommendation:	Park land within Park West, exact location and size of park land to be determined.
Developer's Comments:	
Justification:	On August 10, 2004, PRAB recommended accepting a combination of park land and money in lieu for Laureate Fields Subdivision. Since then, the subdivision has undergone revisions that increased the number of lots. The change is considered substantial and is required to come back before PRAB.

Hill explained that the plan is to combine both parcels from Laureate Fields and Park West into one park to fill the park land requirements for both developments.

Bailey asked what the total number of acres would be after the two pieces are combined.

Jefcoat stated that total amount will be 12.7 acres.

Hoskins said to remember the roads and trails are still conceptual but the Fayetteville trail system will run across the south side of the property.

Coles interjected that the City already holds that trail easement.

Mauritson, representing Mrs. Benedict who owns Bio-tech Pharmaceutical, stated that her desire would be for the developers to consider a buffer zone around her property which is located on the north side of the development.

Bailey said he sees no problem with the transfer provided in the end there is enough acreage to have a park.

Hill clarified that the purpose of the special meeting was to vote on the transfer of the property from Laureate Fields

Mauritson requested some clarification of the transfer process.

Hoskins explained that this is to allow a combining of the trails and parkland to provide or a larger park instead of multiple smaller ones. He also stated that there is some interest in including some tree preservation areas. He also stated that at some point as the process continues they may begin offering money-in-lieu rather than giving up more actual acreage. He said they are hoping to have the tree preservation ordinance revisited and see if there's a way to combine the park ordinance and tree preservation ordinance so as not to 'kill' the developer.

Mauritson stated the tree preservation ordinance is a separate issue from park land and tree preservation areas cannot be parkland due to diverse requirements for the land use.

Hill asked that in consideration of time to have a motion made.

PRAB Motion:

Pawlik-Holmes moved to accept staff recommendation to transfer five plus acres from Laureate Fields to the proposed Park West development park land which is a size and location yet to be determined.

The motion was seconded by Mauritson.

The motion was approved 5-0-0 with Hill, Bailey, Harrison, Mauritson and Pawlik-Holmes voting 'yes' and Langsner, Davidson and Marley absent for the vote.

Adjournment

Meeting was adjourned at 5:55 P.M.

Minutes submitted by: Cheryl Whillock



THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

GRAND OPENING CEREMONY

Lake Fayetteville Spillway Bridge and Multi-Use Trail

For further information, contact: Korey Malloy, Events Specialist, 444-3471 x 681

Fayetteville Parks and Recreation Staff would like to invite you to the grand opening ceremony for Lake Fayetteville spillway bridge and multi-use trail.

Fayetteville Parks and Recreation has completed another trail project, Lake Fayetteville spillway bridge and multi-use trail. As you may already know, Lake Fayetteville has as a 5.5 mile soft surface nature trail that circles the lake. The new trail project completes this loop for trail users of all abilities by providing a paved multi-use trail and bridge over Clear Creek, just below the spillway. Lake Fayetteville spillway bridge and multi-use trail connects Veterans Park on the south side of Lake Fayetteville to the softball complex on the north. The trail will allow people of all abilities to experience the beauty and wildlife of Lake Fayetteville that before were only accessible by hiking or mountain bike. The trail will also create a valuable link to other Fayetteville trails. This trail section adds to the recent success of trail expansion, and is only the beginning of more trails to come.

The Grand Opening will be held June 30th, 2005 at 4:30 p.m. The ribbon cutting will take place on the trail near the south end of the dam. Parking will be available at Veterans Park and the softball complex, located on the north side of the lake.

The Festivities at the Grand Opening will include a bike giveaway, guest speakers, food, watermelon eating contest, music, and much more.

If you would like additional information regarding this ceremony please feel free to contact Steve Hatfield, Trails and Greenways Coordinator at 444-3471 x 688 or Korey Malloy, Event Specialist at 444-3471 x 681. We hope to see you there.

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

7/5/2004

City Council Meeting Date

Matt Mihalevich, Park Planner

Parks and Recreation

Operations

Submitted By

Connie Edmonston

Division

Department

Action Required:

Void resolution no. 136-04 based on the May 31, 2005 Parks and Recreation Advisory Board recommendation to accept a full park land dedication in the amount of 5.064 acres for Laureate Fields Subdivision to be located on the future development site of Park West at the Audubon. This site is located approximately 1/2 mile to the east of Laureate Fields.

N/A

Cost of this request

N/A

Category/Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Previous Ordinance or Resolution # 136-04

Original Contract Date:

Original Contract Number:

Department Director

Date

City Attorney

Date

Mayor

Date

Received in City Clerk's Office



Received in Mayor's Office



Comments:

City Council Meeting of July 5, 2005
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations
Connie Edmonston, Director of Parks and Recreation 

From: Matt Mihalevich, Park Planner

Date: June 17, 2005

Subject: Resolution to approve the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept a combination of money and land for the Park Land Dedication Requirement of Devonshire Glen.

RECOMMENDATION

Fayetteville Parks and Recreation Advisory Board (PRAB) and Parks and Recreation Staff recommend money and land as the Park Land Dedication requirement for Devonshire Manor.

BACKGROUND

The Devonshire development is located south of highway 16 and west of 54th street adjacent to the proposed west side wastewater treatment plant. The owner is Atlas Construction and the engineering firm is Project Design Consultants, Inc. The development contains 127 single-family units on 45.68 acres. The requirement for park land is 3.048 acres or money in lieu is \$70,485. Legacy park land is located approximately ½ mile to the west.

The Park Land Dedication Ordinance states if a major development is over 40 acres or 100 units, the requirement is land.

■..However, if the Parks and Recreation Advisory Board determines that a neighborhood park is not feasible or advisable, it may recommend to the City Council that a cash contribution pursuant to our ordinance be accepted in lieu of land dedication. The City Council will either accept the recommendation for a cash contribution or return the subdivision plat to the Parks Board with instructions or further study. • (Unified Development Ordinance No. 166.03K)

Parks and Recreation Staff met with the owners to evaluate the site and reach an agreement on the location and size of the proposed park land. The development was presented to the Parks and Recreation Advisory Board on January 3, 2005.

DISCUSSION

The Parks and Recreation Staff and PRAB recommend a combination of money and land for the Park Land Dedication requirement. Approximately 2.48 acres of land for a future neighborhood park will be dedicated. The remaining money-in-lieu contribution of \$13,135 will be used for park improvements in the southwest park district. This decision is based upon the potential acquisition of additional park land to the north of the proposed development. If you have any questions, please call me at 444-3472.

Attachments;

Devonshire Location Map
Devonshire Site Map
Developer Letter
PRAB January 3, 2004 Meeting Minutes

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PARKS AND RECREATION ADVISORY BOARD'S RECOMMENDATION TO ACCEPT APPROXIMATELY 2.48 ACRES OF LAND AND APPROXIMATELY \$13,135.00 CASH IN LIEU OF THE REQUIRED PARK LAND DEDICATION FOR DEVONSHIRE MANOR DEVELOPMENT.

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 the Parks and Recreation Advisory Board's recommendation to accept approximately 2.48 acres of land and approximately \$13,135.00 in lieu of the required Park Land Dedication for Devonshire Manor Development.

PASSED and APPROVED this 5th day of July 2005.

APPROVED

By:

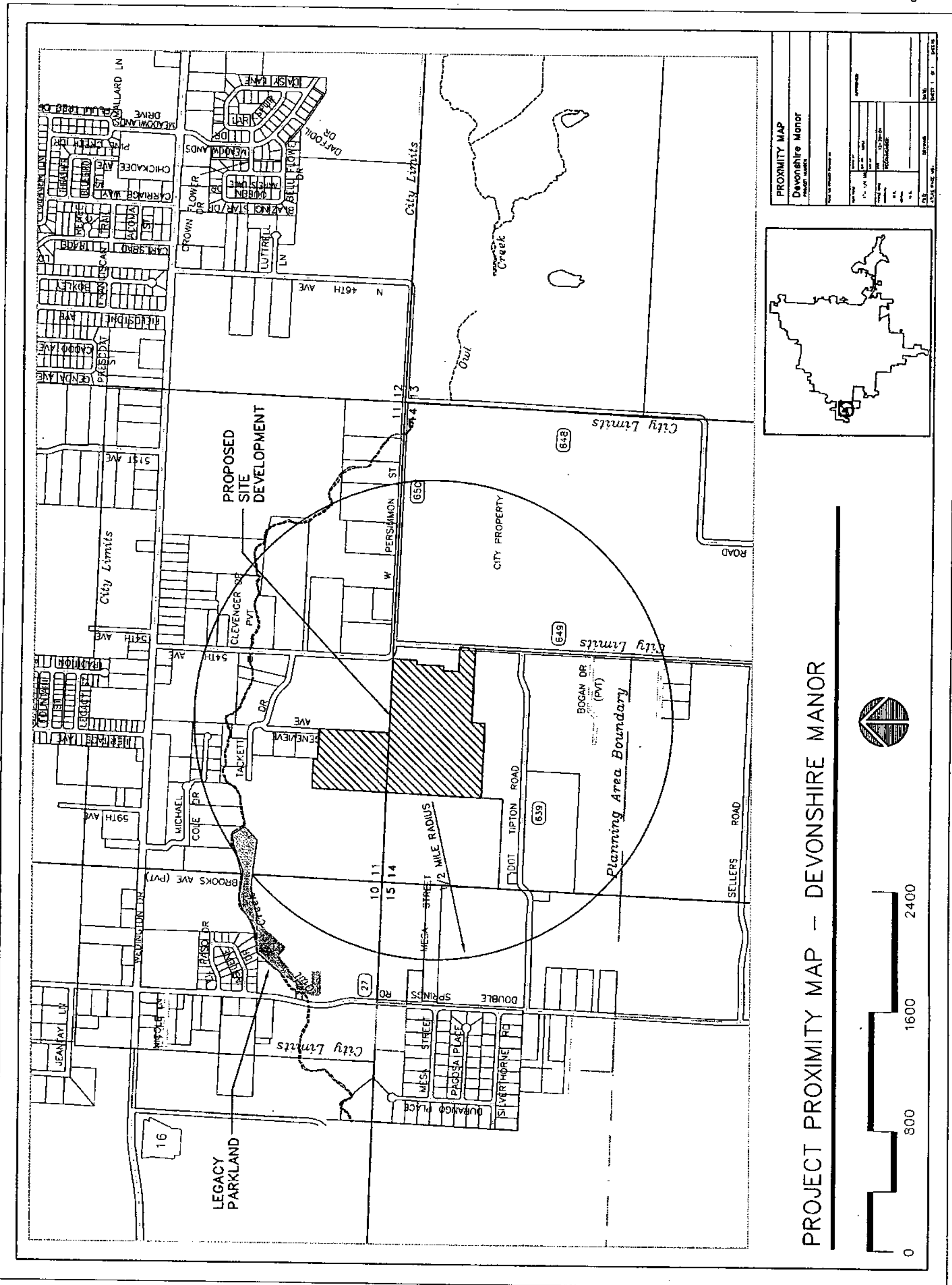
DAN GOODY, Mayor

ATTEST:

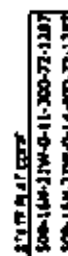
By:

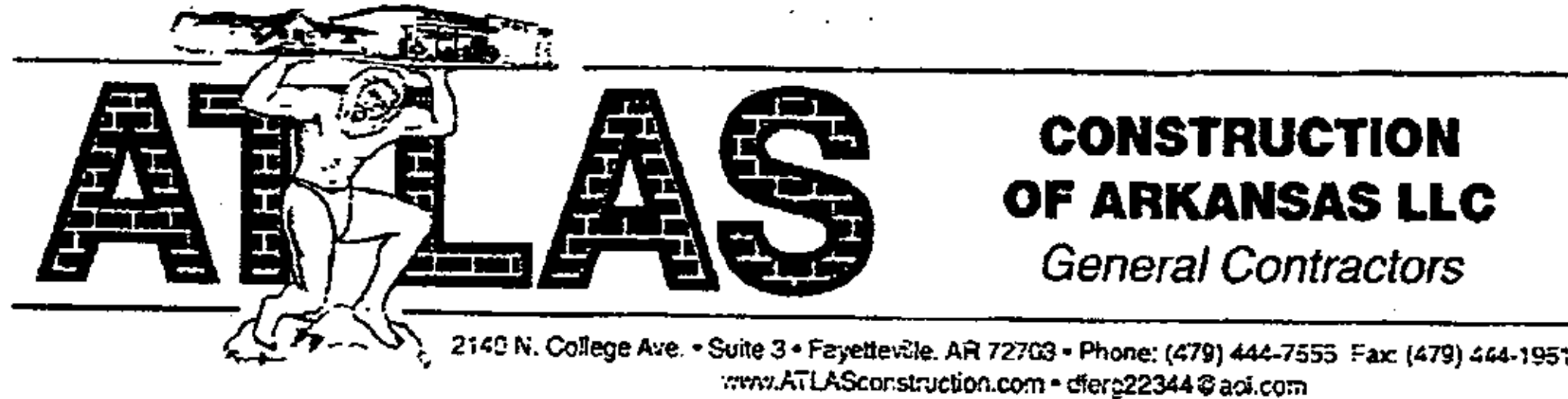
SONDRA SMITH, City Clerk

DRAFT



SHEET NUMBER:	OF
---------------	----





December 29, 2004

**City of Fayetteville
Parks & Recreation
1455 S Happy Hollow
Fayetteville, Arkansas 72701**

Attention: Matt Mihalevich

Atlas Construction of Arkansas, LLC or its assignee's proposes to build a 128 lot residential subdivision to be known as Devonshire Glynn. Dedicating 2.03 acres of the land for a park. The remaining acreage required of 1.042 acres will be paid in park fees in the amount previously agreed upon of \$24,096.25.

Sincerely,

**Dan Ferguson
Vice President
Atlas Construction of Arkansas, LLC**

5. Park Land Dedication: Matt Mihalevich, Park Planner

Development Name:	Devonshire Manor
Engineer:	Project Design Consultants
Owner:	Atlas Construction
Location:	South of Hwy. 16, west of 54 th Street adjacent to the proposed wastewater treatment plant.
Park District:	SW
Units:	128 Single-Family
Total Acres:	45.85
Land Dedication Requirement:	3.072 Acres
Money in Lieu Requirement:	\$71,040
Existing Parks:	Legacy Parkland to west
Developer's Request:	2.03 Acres of park land and \$24,096.25* in fees.
Staff Recommendation:	2.03 Acres of park land and \$24,096.25* in fees.
Justification:	Potential additional parkland to the north of the proposed development may become available. The proposed clubhouse and recreation center are for private use, therefore they are not included as part of the parkland requirement.

* Actual fees to be set at final plat, based on the final number of units.

Mihalevich presented the development proposal.

Pawlik Holmes asked if this was to extend park out of Double Springs land.

Bailey asked if the Wastewater land is to the SE

Hatfield replies yes to both questions.

Mauritson moved to accept staff recommendation of money and land 2.03 acres in contingent with a waiver from City Council.

Bailey seconded the motion.

The motion was approved 7-0-0 with Hill, Mauritson, Bailey, Marley, Davidson, Harrison, and Pawlik Holmes voting 'yes' and Langsner absent for the vote.

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

A. 6
Devonshire Manor Park Land Dedication
Page 9 of 10

7/5/2005
City Council Meeting Date

Matt Mihalevich

Parks and Recreation
Division

Operations

Submitted By

Department

Connie Edmonston

Action Required:

Resolution to approve the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept a combination of money and land for the Park Land Dedication requirement of Devonshire Manor.

N/A

Cost of this request

N/A

Category/Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

[Signature]
Department Director

6-17-05
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

[Signature]
City Attorney

6/21/05
Date

Received in City Clerk's Office



[Signature]
Finance & Personnel Services Director

6/21/05
Date

Received in Mayor's Office



[Signature]
Mayor

6/22/05
Date

Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

A. 7
Score Uniforms Contract for Soccer Uniforms
Page 1 of 4

To: Mayor Dan Coody and City Council

Thru: Connie Edmonston, Parks and Recreation Director *CE*

From: David Wright, Recreation Superintendent *DW*

Date: Friday, June 17, 2005

Re: Soccer Uniform Bid #02-27 Award

Background:

One of the fastest growing recreation programs in America is Youth Soccer. Fayetteville Parks and Recreation's Soccer Program is no exception. This past spring, approximately 1,500 kids participated in Fayetteville's soccer program, making it the largest youth soccer program in Arkansas.

Status:

Currently, Fayetteville Parks and Recreation charges a registration fee that ranges from \$45 to \$85 per participant, depending on age. Included in this registration fee is the price for uniforms, a secondary insurance fee, equipment, official's fees and other expenses included in the program. More specifically, Parks and Recreation budgets \$19 per child for soccer uniforms. This includes a shirt, shorts and a pair of soccer socks. This past month, an RFP was released asking companies to submit possible uniforms for our program to use. The selection committee consisted of Brenda Thiel, Chase Gipson, David Wright, Shelly Tuberville, Missy Shanklin, Adam Parisi and Josh Blakeman. This group includes three members from Youth Soccer Advisory Board, which is comprised of parents who help determine the direction of our youth program. The selection committee chose Score's Ireland Style Uniform, at the cost of \$17.65 per uniform. This uniform includes a soccer jersey, a pair of shorts and soccer socks.

Recommendation:

Parks and Recreation Staff recommends City Council award Bid #05-20 to Score Uniforms at an amount not to exceed \$24,700 for the Fall Season and \$5,000 for the Spring 2006 Season. The amount for the Spring Season depends on the number of children who enroll in the program. Allowing the amount for the Spring Season enables the children who register to play only in the Spring Season to have the same uniforms design as the children who play in the Fall Season.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #05-20 AND APPROVING
THE PURCHASE OF YOUTH SOCCER UNIFORMS FROM
SCORE UNIFORMS IN THE AMOUNT OF \$29,700.00.

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 awards Bid #05-20 and approves the purchase of youth soccer uniforms
from Score Uniforms in the amount of \$29,700.00.

PASSED and APPROVED this 5th day of July, 2005.

APPROVED

By

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

5-Jul-05
City Council Meeting Date

David Wright/Connie Edmonston
Submitted By

Parks and Recreation
Division

Operations
Department

Action Required:

Award Youth Soccer Uniform RFP # ~~02-27-10~~ to Score Uniforms at a cost not to exceed \$24,700 in the Fall of 2005 and \$5,000 in Spring 2006. *05-20*

\$29,700.00

Cost of this request

1010.5220.5200.05

Account Number

Project Number

\$ 48,020.00

Category/Project Budget

\$ 14,409.00

Funds Used to Date

\$ 33,611.00

Remaining Balance

Tournament Supplies and Awards

Program Category / Project Name

Administration/Recreation Transfers

Program / Project Category Name

General

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

[Signature] 6-17-05
Department Director Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

[Signature] 6/21/05
City Attorney

[Signature] 6/21/05
Finance and Internal Service Director Date

Received in City Clerk's Office



[Signature] 6/22/05
Mayor Date

Received in Mayor's Office



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Gary Dumas, Director of Operations
From: Yolanda Fields, CRCC Director
Date: June 16, 2005
Subject: Approval of Contract for Seven Hills Sprinkler Installation

RECOMMENDATION

Staff recommends approval of contract to install sprinkler system in Seven Hills Homeless Shelter.

BACKGROUND

The facility currently houses 8 individuals while they work and save money to reach independence. With the installation of the new sprinkler system the facility will be able to reach its full capacity of 13 individuals.

DISCUSSION

HUD's goal, and the goal of the City of Fayetteville Community Development Block Grant Program, CDBG, is to end chronic homelessness. Seven Hills Homeless Shelter meets the following National Objectives. **I(B)1(a)** Nearly 100% of the clients are homeless and far below the income levels required. Many are severely disabled, illiterate, and/or have been battered. Some are children and elderly. **I (B)4** They provide residents with job readiness and placement services, including peer support, counseling, computer training, transportation, training in communication skills and conflict resolution, assistance obtaining identification, suitable clothing, interview and application skills, case management, etc.

BUDGET IMPACT

CDBG funding for project is \$25,000.00 with Seven Hills Homeless Shelter providing project funding of \$10,869.00 for total project cost of \$35,869.00.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH ARKANSAS AUTOMATIC SPRINKLERS, INC. IN AN AMOUNT NOT TO EXCEED \$35,869.00 TO INSTALL A SPRINKLER SYSTEM AT THE SEVEN HILLS HOMELESS SHELTER.

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 Arkansas Automatic Sprinklers, Inc. in an amount not to exceed \$35,869.00 to install a sprinkler system at the Seven Hills Homeless Shelter. A copy of the contract, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 5th day of July 2005.

APPROVED:

By: _____
DAN GOODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

CONTRACT

This contract executed this _____ day of _____, 2005, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and Arkansas Automatic Sprinklers, Inc. at 2210 S. School Ave., Fayetteville, AR 72701.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Arkansas Automatic Sprinklers, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 02123-05SH and not to exceed bid amount of \$35, 869.00 as stated in Arkansas Automatic Sprinklers, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid #02123-05SH, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay for completion of each project based on prices indicated in Arkansas Automatic Sprinklers, Inc. bid proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 14 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Arkansas Automatic Sprinklers, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 02123-05SH with the specifications and conditions typed thereon.
 - B. Arkansas Automatic Sprinklers, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Arkansas Automatic Sprinklers, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Arkansas Automatic Sprinklers, Inc.
5. Arkansas Automatic Sprinklers, Inc. shall not assign it's duties under the terms of this agreement.
6. Arkansas Automatic Sprinklers, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of

Fayetteville, against any and all claims for property damage, personal injury or death, arising from Arkansas Automatic Sprinklers, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. Arkansas Automatic Sprinklers, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Arkansas Automatic Sprinklers, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

1. Workmen's Compensation Statutory Amount
2. Comprehensive General & Automobile Insurance
3. Bodily Injury Liability \$250,000 for each person injured.
\$500,000 for each accident.
4. Property Damage Liability \$500,000 aggregate.

The premiums for all insurance required herein shall be paid by Arkansas Automatic Sprinklers, Inc.

8. Arkansas Automatic Sprinklers, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Arkansas Automatic Sprinklers, Inc. with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for

this compliance.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2005.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY _____
MAYOR

ATTEST: CITY CLERK

Coleman Farrar

BY COLEMAN FARRAR BRANCH MANAGER
PRINTED NAME AND TITLE

ATTEST: COMPANY SECRETARY

Barry Froehle
BARRY FROEHLE
BUSINESS ADDRESS

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

A. 8
Arkansas Automatic Sprinklers, Inc.
Contract for Seven Hills Homeless Shelter
Page 6 of 6

5-Jul-05

City Council Meeting Date

Deidre Uselton

Submitted By

Com Res & Code Comp

Division

Com Plan & Engr Services

Department

Action Required:

Approval of contract with Arkansas Automatic Sprinklers, Inc. not to exceed amount of \$35,869.00 for installation of sprinkler system at Seven Hills Homeless Shelter.

\$25,000

Cost of this request

2180 4990 5390 40

Account Number

02123-0505

Project Number

Public Facilities/improve

\$125,000

Category/Project Budget

\$1,700.00

Funds Used to Date

\$ 123,300.00

Remaining Balance

Seven Hills

Program Category / Project Name

Seven Hills

Program / Project Category Name

Public Facilities/Improve

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office



Received in Mayor's Office



Department Director

Date

City Attorney

Finance and Internal Service Director

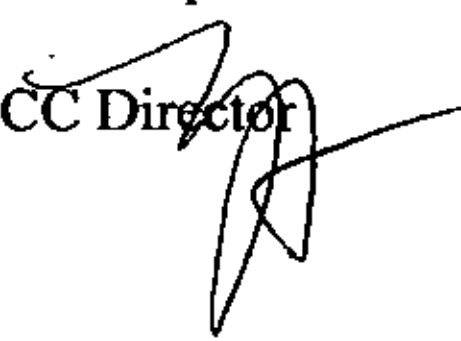
Date

Mayor

Date

Staff recommends approval of contract

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Gary Dumas, Director of Operations
From: Yolanda Fields, CRCC Director 
Date: June 16, 2005
Subject: Approval of Contract for Rehabilitation

RECOMMENDATION

Staff recommends approval of contract to rehabilitate home.

BACKGROUND

Home belongs to family who qualifies with the low -to-moderate income verification. Home is in need of a complete rehabilitation including, new windows, doors, upgrade plumbing, electrical, reinforce floor joist system and install new roof. We have received bids on this project, low bid being \$19,555.79 for rehab and \$5443.00 for new roof. The total cost for this project would be \$24998.79 with contingency amount of \$1,000.00.

DISCUSSION

The City of Fayetteville Community Development Block Grant (CDBG) office has funding available to assist income eligible Fayetteville residents with rehabilitation to their homes. The program available includes both minor rehabilitation and moderate rehabilitation. Moderate rehab is addressed as applicants number comes up on the CDBG waiting list. Individuals are qualified through a process established by HUD and the local CDBG guidelines. Applicants must first complete an application and then the CDBG staff will review and determine if qualified. Once qualified the scope of work is written and bid out to the lowest bidder. After this process the rehabilitation is completed on the home bringing it up to code, making it energy efficient and addressing any lead base paint issues.

BUDGET IMPACT

The City of Fayetteville's Rehabilitation Program under CDBG would pay the contractor the sum of \$24,998.00 to complete this project with contingency of \$1000.00. A ten (10) year forgivable lien will be placed on the property. If property is sold to another income eligible family the balance of the lien will be flipped to the new property owner. If property is sold to non-eligible family the lien balance will be reimburse from the sale proceeds. The amount reimbursed would go back into the rehabilitation program for use on another home.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$24,998.00 WITH MIKE CASTNER D/B/A TIMBERWORKS FOR REHABILITATION OF A CDBG ELIGIBLE RESIDENCE; AND APPROVING A CONTINGENCY IN THE AMOUNT OF \$1,000.00

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 in the amount of \$24,998.00 with Mike Castner d/b/a Timberworks for rehabilitation of a CDBG eligible residence.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a contingency in the amount of \$1,000.00.

PASSED and APPROVED this 5th day of July 2005.

APPROVED

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

A. 9
Timberworks Contract - Roof Installation
Page 3 of 4

5-Jul-05

City Council Meeting Date

Deidre Uselton

Submitted By

Com Res & Code Comp

Division

Operations

Department

Action Required:

Approval of contract with Mike Castner dba Timberworks for rehabilitation contract in the amount of \$19,555.79 and roof installation contract in the amount of \$5443.00 with contingency amount of \$1000.00.

\$24,999

Cost of this request

2180 4940 5315 00

Account Number

02123-0505

Project Number

Rehabilitation

\$252,879

Category/Project Budget

\$93,562.95

Funds Used to Date

\$ 159,316.05

Remaining Balance

Housing

Rehabilitation

Program Category / Project Name

Housing

Rehabilitation

Program / Project Category Name

Community Development

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance/ or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office

ENTERED
6/17/05

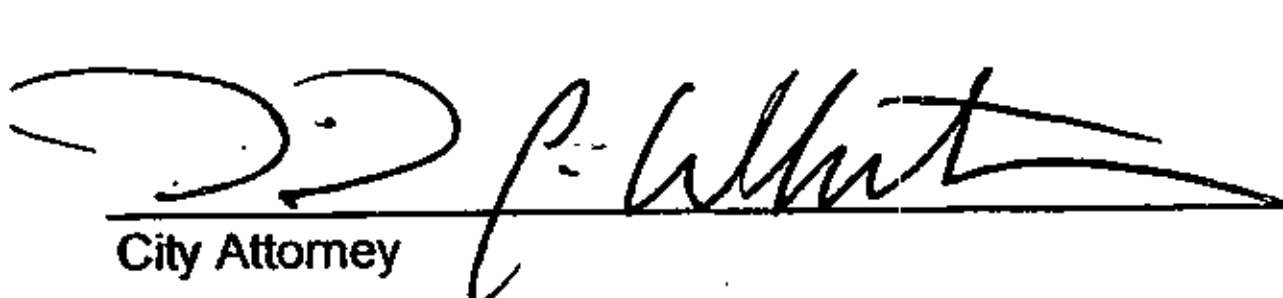
Received in Mayor's Office

ENTERED
6/20/05


Department Director

6-17-05

Date

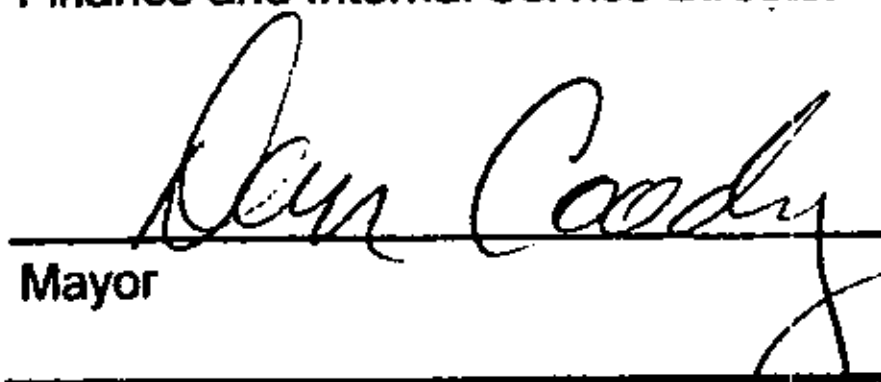

City Attorney

6/17/05


Finance and Internal Service Director

6/21/05

Date


Mayor

6/22/05

Date

Comments: Staff recommends approval of contract

CITY COUNCIL AGENDA MEMO

TO: Mayor

THRU: Staff/Contract Review Committee

FROM: Ray M. Boudreaux, Director, Aviation and Economic Development

DATE: June 20, 2005

SUBJECT: Sale of Airport Snow Blower

RECOMMENDATION: Approve sale of Airport Oshkosh Snow Blower for \$172,000.00 to Abbotsford International Airport, British Columbia, Canada.

BACKGROUND: The FAA purchased a runway snow blower for the Fayetteville Municipal Airport in 1997 when the airport was a scheduled airline airport. Since that time the unit has been used for a total of 63 hours with only 90 hours on the truck. The unit is no longer needed. Permission was granted by the FAA for the sale, with the proceeds to be used for airport purposes. Plans are to replace the blower with a medium size truck with blade and a front end loader/back hoe combination. We will be able to use the equipment for snow removal as well as for other maintenance outside the snow season.

DISCUSSION: The equipment committee approved the sale.

BUDGET IMPACT: The sale will net \$172,000.00 less advertising.

Attachments: Bid Tab
Staff Review form

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SALE OF A USED SNOW BLOWER TO THE HIGH BIDDER, CITY OF ABBOTSFORD, BRITISH COLUMBIA, CANADA IN THE AMOUNT OF \$172,000.00.

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 the sale of a used snow blower to the high bidder, City of Abbotsford, British Columbia, Canada in the amount of \$172,000.00

PASSED and APPROVED this 5th day of July 2005

APPROVED

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

BID: 05-40
DATE: 6/17/05
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Snow Blower (Oshkosh)

Fayetteville
ARKANSAS

1	Abbotsford International Airport	
2	Sheehan Mack Sales & Equipment	\$131,001.00
3	Dave's Trucking	\$146,895.00

Total Bid (Credit)

\$177,896.00

CERTIFIED: P. Vice
P. VICE PURCH MGR

W. H. H. H.
WITNESS

6/17/05
DATE



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

INVITATION TO BID

Bid # 05-40
Used Snow Blower

Airport Division
479-718-7642

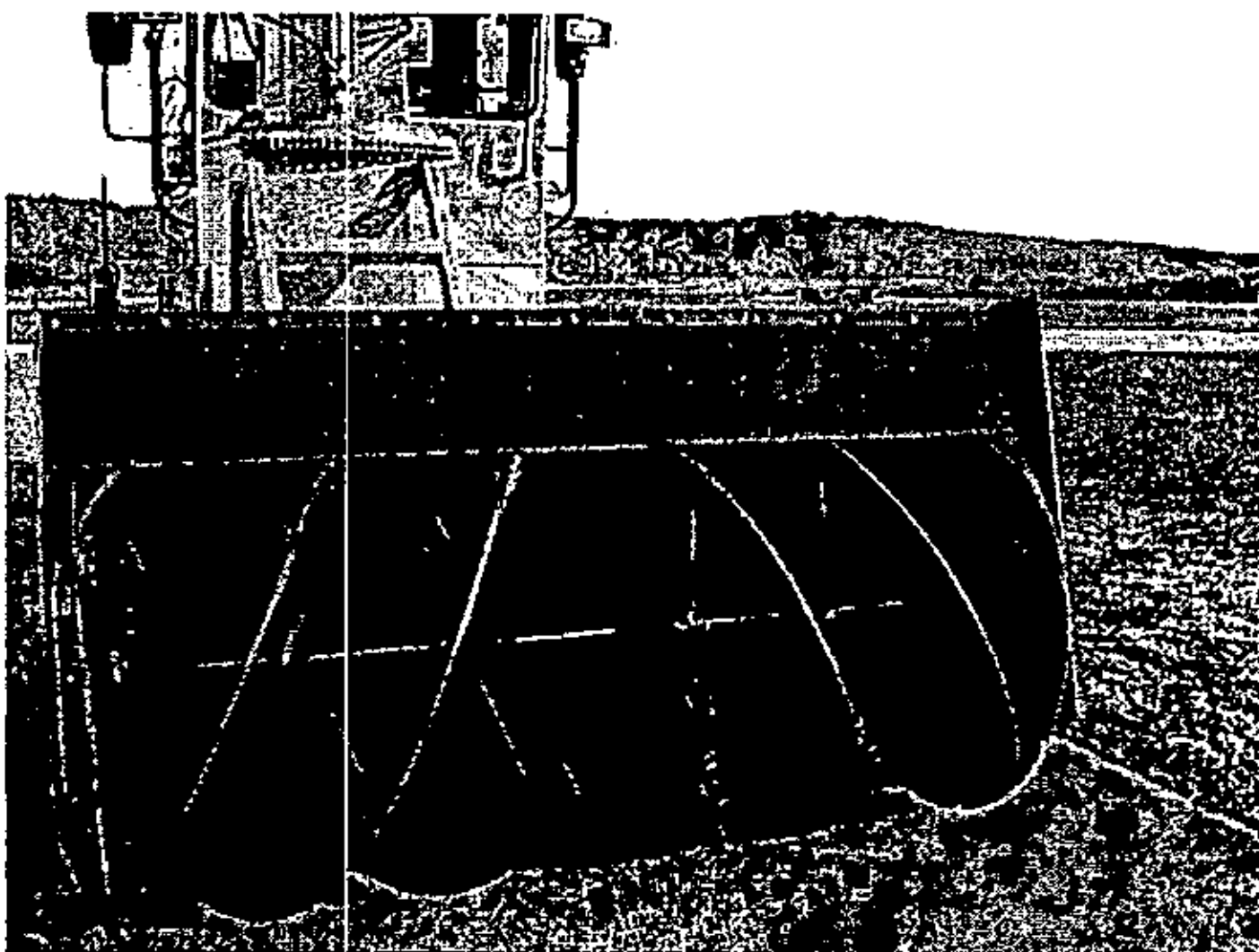
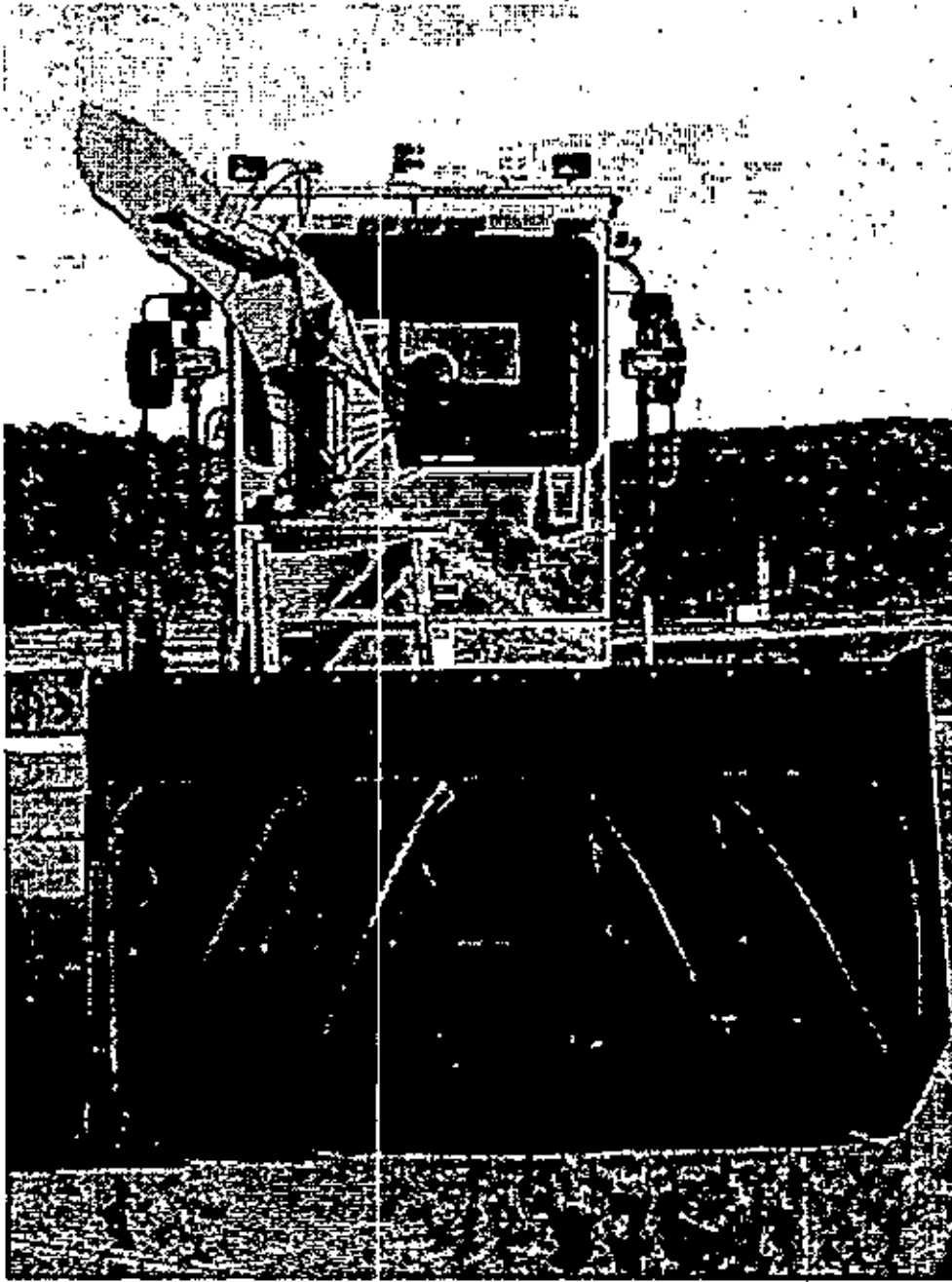
BID #: 05-40

DATE ISSUED: May 13, 2005

DATE & TIME OF OPENING: May 23, 2005 – 2:00pm. Room #306

BUYER: Andrea Foren, Buyer, Room 306 - (479) 575-8220

F.O.B. Fayetteville, AR



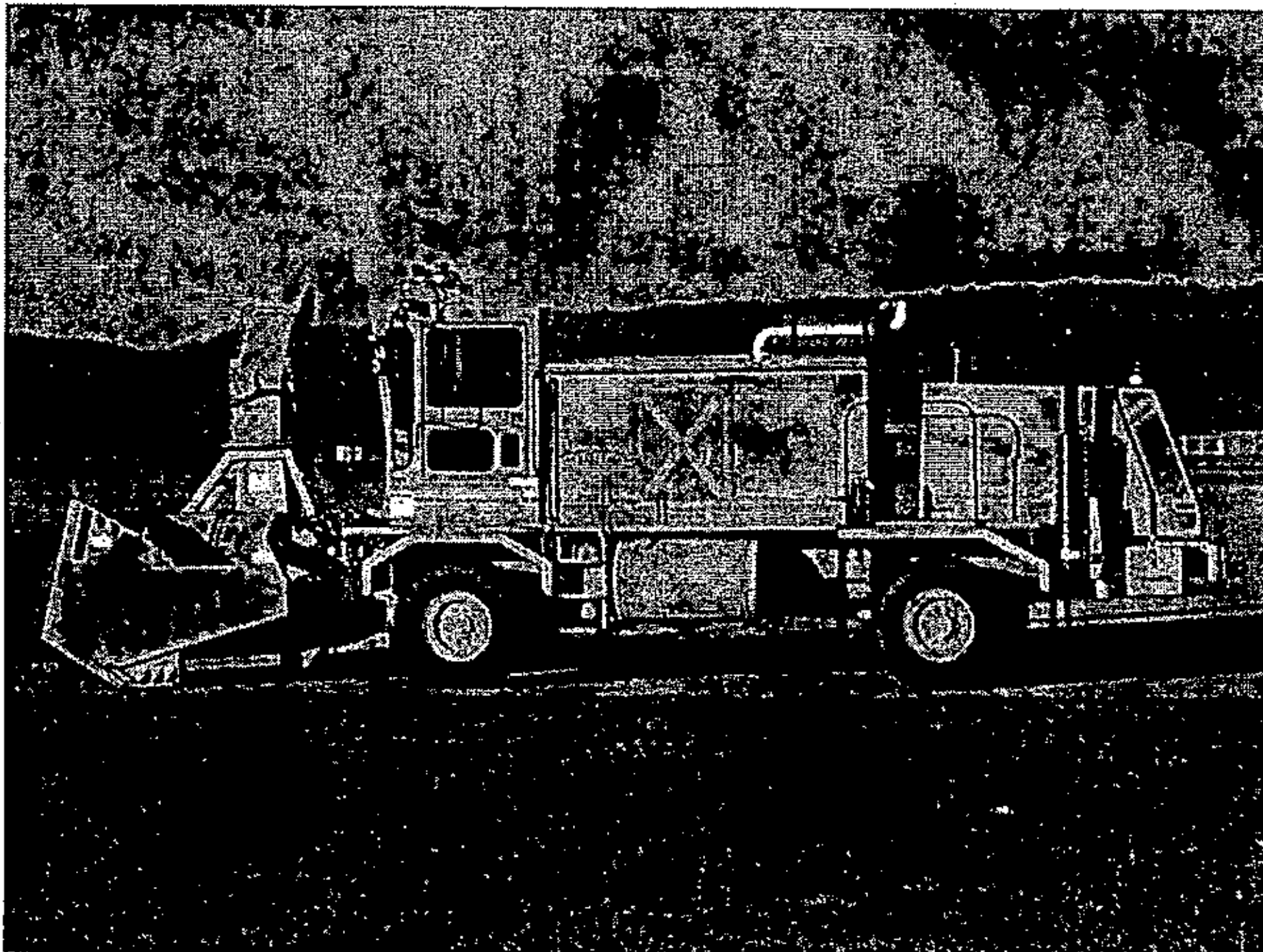
**THE FOLLOWING LISTED ITEMS HAVE BEEN
DECLARED SURPLUS TO THE NEEDS OF THE
CITY OF FAYETTEVILLE AND ARE TO BE
DISPOSED OF IN ACCORDANCE WITH THE
TERMS AND CONDITIONS ATTACHED.**

<u>Item Description</u>	<u>Amount Bid</u>
-------------------------	-------------------

The City of Fayetteville, Airport Division, has a snow blower they are no longer utilizing. It is the intent of the City of Fayetteville to bid and sell it to the highest bidder. The details of the snow blower are listed on the following pages. Please contact the numbers referenced on page 1 if you have any problems, questions or concerns.

General Information: The item is a 1997 Oshkosh used snow blower and has an estimated 90 hours on the chassis and an estimated 63 hours on the blower.

Pictures:



OSHKOSH® H-SERIES AND HB-SERIES TRUCKS

CHASSIS	H-2718B BLOWER	HB-2718 CHASSIS
AIR CLEANER	Type - Dry, two-stage with underhood or outside air intake	
AXLE, FRONT	Make and Type - Oshkosh Model 27K, single reduction with special heat-treated alloy steel shafts, driver-controlled traction differential and Oshkosh cage ring type steering ends Ratio - 6.17:1	
AXLE, REAR	Make and Model - Eaton 17427, full floating, single reduction with special heat-treated alloy steel shafts and driver-controlled traction differential Ratio - 6.14:1	
BRAKES, PARKING AND EMERGENCY	Type - Spring, mounted on rear axle Secondary Emergency System - Modulated split type	
BRAKES, SERVICE	Type - Dual system, air operated mechanical Size - Front - 16.14 x 7.09 in [410 x 180 mm] wedge Perrot Rear - 16.5 x 5 in [419 x 127 mm] S-cam rotary Compressor - 13.5 cfm	
CAB Construction	Oshkosh extra heavy-duty ■ All steel construction with galvanized exterior ■ Full-length piano type door hinge with stainless steel hinge pin ■ Fully rustproofed ■ One-piece reverse slope windshield ■ Pop-open type side windows ■ Single (LH) door ■ Sliding rear window ■ Tinted safety glass throughout ■ 60-in cab width ■ 3-point rubber mounted	
Standard Accessories	Air and electric horns ■ Air horn snow shields ■ Bostrom® Sierra Air 400RX air driver seat, near center position ■ Cloth jump seat ■ Caged defroster fans ■ Cigar lighter and ash tray ■ DDEC electronic engine controls with on board diagnostics and override ■ Dual electric windshield wipers with intermittent speed control ■ Electric remote heated West Coast type mirrors with remote adjustable heated spotter mirror ■ Ether starting aid, ignition switch activated ■ Floormat ■ Fresh air type heater and defroster ■ Grab handles ■ Self-canceling turn signals ■ Side window defrosters ■ Sun visors ■ Tilt/telescoping steering column ■ Windshield washer ■ 3-point seat belts	Air and electric horns ■ Air horn snow shields ■ Bostrom® Sierra Air 400RX air driver seat, near center position ■ Cloth jump seat ■ Caged defroster fans ■ Cigar lighter and ash tray ■ DDEC electronic engine controls with on board diagnostics and override ■ Dual electric windshield wipers with intermittent speed control ■ Electric remote heated West Coast type mirrors with remote adjustable heated spotter mirror ■ Ether starting aid, ignition switch activated ■ Floormat ■ Fresh air type heater and defroster ■ Grab handles ■ Jump seat ■ Self-canceling turn signals ■ Side window defrosters ■ Sun visors ■ Tilt/telescoping steering column ■ Windshield washer ■ 3-point seat belts
Instrumentation	Air restriction indicator ■ Check and stop engine lights ■ Gauges: air system pressure, coolant temperature, fuel level, oil pressure (2), voltmeter, speedometer, tachometer with engine hourmeters ■ Manual reset type circuit breakers ■ Parking brake light ■ Shutdown buzzers ■ Transmission temperature light ■ Turn indicator light	Air restriction indicator ■ Check and stop engine light ■ Gauges: air system pressure, coolant temperature, fuel level, oil pressure, voltmeter, speedometer, tachometer with engine hourmeter ■ Low air pressure buzzer/light ■ Manual reset type circuit breakers ■ Parking brake light ■ Shutdown buzzers ■ Transmission temperature light ■ Turn indicator light
CHASSIS EQUIPMENT	Air dryer ■ Backup alarm ■ Crankshaft PTO adapter ■ Dual 125 gal [473 L] fuel tanks ■ Flat top steel fenders ■ Full catwalks ■ Heated fuel/water separator ■ One-piece molded fiberglass tilting engine cover, carrier engine ■ Vertical exhaust	Air dryer ■ Backup alarm ■ Crankshaft PTO adapter ■ Dual 125 gal [473 L] fuel tanks ■ Flat top steel fenders ■ Full catwalks ■ Heated fuel/water separator ■ One-piece molded fiberglass tilting engine cover, carrier engine ■ Vertical exhaust
COOLING SYSTEM, DRIVE (CARRIER) ENGINE	Radiator Core - Fin and tube type Frontal Area - 1,400 in ² [9,033 cm ²] Radiator Construction - Bolted, with built-in deaeration system Transmission/Converter Oil Cooler - Oil-to-water type, located in bottom tank of radiator Engine Air Intake Cooler - Mounted in front of radiator Fan - Temperature-controlled clutch	

H-2718B BLOWER

HB-2718 CHASSIS

ELECTRICAL SYSTEM	Alternator - 145 amp Lighting - 12 volt Starting - 12 volt Battery - Four 12 volt, 625 CCA each @ 0°F [-18°C] (2,500 CCA total)
DRIVE ENGINE	Make and Type - Detroit Diesel, Series 60, in-line 6 cylinder, four cycle Displacement - 677 in ³ [11.1 L] Horsepower - 330 @ 1,800 rpm* Peak Torque - 1,250 lb ft @ 1,200 rpm Governed RPM - 2,100 *Horsepower ratings available to 470 HP
FRAME	Material - Carbon manganese steel, heat-treated Type - Single formed channel Size - 12.38 x 3.88 x .38 in [314 x 98 x 9.5 mm] Yield Strength - 110,000 psi [758 MPa] minimum Section Modulus - 24.85 in ³ [407.21 cm ³] per rail RBM - 2,733,500 in-lb [308 844 N·m] per rail Construction - Grade 8 bolts and locknuts Quick Hitch - Device for mounting of rotary head and other attachments Rear Tow Hooks - Two
LIGHTING	Cab-mounted headlights with turn signals ■ Clearance and marker lights comply with federal regulations ■ Engine compartment light ■ Fender-mounted headlights and turn signals ■ Roof-mounted strobe light ■ Roof-mounted spotlights
PAINT	Polyurethane enamel ■ Two prime coats ■ One color from Oshkosh standard color chart
PROPELLER SHAFTS	Make and Model - Dana 1710 Series Dynamically balanced Splines - "Glidecoat" treated
STEERING SYSTEM	Make and Type - Sheppard 592S integral hydraulic power gear
SUSPENSION	Front - Type - Hotchkiss, semi-elliptic spring Main - 7 leaf, 48 x 3 in [1,219 x 76 mm] Auxiliary - 5 leaf, 39.63 x 3 in [1,006 x 76 mm] Rating - 27,000 lb [12,247 kg] Rear - Type - Hotchkiss, semi-elliptic spring Main - 7 leaf, 48 x 3 in [1,219 x 76 mm] Rating - 18,000 lb [8,165 kg]
TIRES	Make and Tread - Goodyear®, MV/T Size - 395/85R20 - 20 ply Spare Tire - One
TRANSFER CASE*	Make and Model - Oshkosh 55000 Series Speeds - Two Ratios - 2.66:1 and 0.98:1 *Versions are available with rear axle disconnect, bevel gear center differential with driver-controlled lock, or automatic (Dorr-Miller) differential

TRANSMISSION

ALLISON® HT-740 (AUTOMATIC) 4 FORWARD, 1 REVERSE

4th	1.00:1
3rd	1.38:1
2nd	2.02:1
1st	3.69:1
Reverse	6.04:1

*HT-750 transmission also available.

H-2718B BLOWER

HB-2718 CHASSIS

VEHICLE RATINGS

Ratings at Axle Hubs -

Front - 27,000 lb [11,340 kg] axle

Rear - 18,000 lb [8,165 kg] axle

Total - 43,000 lb [19,505 kg] axle

Ratings at Ground -

Front - 25,600 lb [11,612 kg] axle

Rear - 18,000 lb [8,165 kg] axle

Total - 43,600 lb [19,777 kg] axle

WHEELBASE

164 in [4,166 mm]

HB-2718-1: 140 in [3,556 mm]

HB-2718-2: 164 in [4,166 mm]

WHEELS

Type - Steel disc

Size - 20.00 x 10.00 in

Spare Wheel - One

BLOWER HEAD/ POWERTRAIN

AUXILIARY ENGINE:

Detroit Model 8V-92TA, Turbocharged, Fueled to 500 HP @ 2,300 RPM, 1,392 lb./ft. Torque @ 1,400 RPM, 736 cu. in. Displacement. Furnished with matching radiator and attaching parts, 2,000 Watt (110 Volt) Coolant Heater, Fuel/Water Separator, In-line Fuel Heater, Equipped with Low Oil Pressure, High Water Temperature Automatic Emergency Shut Down System with Manual 30 Second Override, Ether Starting System, Silicone Hoses, Matched Exhaust Muffler with Rain Cap, and 12 Volt Starting.

POWER TAKE OFF:

A.P. Ind. 14" 3-Plate Clutch and Power Take Off.

CHAIN DRIVE:

Schmidt High Velocity Chain Drive. Remote Mounted.

ROTARY BLOWER HEAD:

Schmidt 52" Dia., Side Drive, 108" cutting Width, Two-Stage Helical Ribbon Rotary Snow Blower. - Full Mechanical Design. Unit to be furnished with (Replaceable) Front Side Steel Shoes, Adjustable Rear Steel Shoes with Carbide Inserts.

RIBBON:

First Stage - 52 Inch Diameter Ribbon, Mechanically Driven.

IMPELLER:

Second Stage - 52 Inch Diameter Impeller, Five Blade Design - Mechanically Driven.

CHUTE:

Schmidt Spot Casting/Truck Loading Chute, Hydraulically Operated Rotating and Folding.

CAB ASSEMBLY:

(See Oshkosh Truck Corporation Information)

FRAME ASSEMBLY:

(See Oshkosh Truck Corporation Information)

KEEPING AHEAD OF THE CUTTING EDGE™

1905 South Moorland Road, New Berlin, WI 53151-2321 • 414-784-6066 • 1-800-788-6066 • FAX 414-784-8720



Bid Amount (Credit): \$

All items being sold are USED and are being sold "AS IS-WHERE IS".

NOTE: THESE UNITS WILL BE RELEASED IN ACCORDANCE WITH THE PROVISIONS OF ITEM # 8.

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:**

***BUSINESS ADDRESS:**

***CITY:** _____ ***STATE:** _____ ***ZIP:** _____

***PHONE:** _____ ***FAX:** _____

***AUTHORIZED SIGNATURE:**

***PRINTED NAME:**

***TITLE:**

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY

**REQUIREMENT FOR CONSIDERATION OF BID. FAILURE TO COMPLETE
THESE ITEMS MAY RESULT IN REJECTION OF BID.**

**THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN
OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND;
NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS
INCURRED BY THE BIDDER IN THE PREPARATION OF THIS
BID.**

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8220 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
3. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.
5. The items listed will be sold "**AS IS-WHERE IS**" with no warranty either express or implied.
6. Arrangements for inspection may be made by appointment with the Fayetteville Airport, 4500 S. School Ave. Suite F, Fayetteville, AR., 479-718-7642, between 9:00 A.M. and 4:00 P.M. MONDAY THROUGH FRIDAY, UNTIL May 23, 2005 at 11:30am.
7. Questions regarding these items may be directed to the Fayetteville Airport, 4500 S. School Ave. Suite F, Fayetteville, AR., 479-718-7642.
8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.

- A. Payment for the item/items listed herein shall be made within 20 days after notification of bid award and prior to release of the item/items awarded.
 - B. Payment shall be certified funds only. Please note that payment by Cash or Cashiers Check is the only accepted methods of payment.
 - C. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.
9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

Bids must be mailed to:

**City of Fayetteville
Purchasing Office – Room #306
113 W. Mountain St.
Fayetteville, AR 72701**

From: Ray Boudreaux
To: Deaton, Vicki
Date: 6/6/05 5:18PM
Subject: Fwd: Sale of Snowblower at FYV

Hi Vicki,

Attached please find the email you wanted for your files.

Ray M. Boudreaux, Col. USAF (ret)
Director, Aviation & Economic Development
4500 S. School Ave., Suite F
Fayetteville, AR 72701
ph. 479.718.7642
fax. 479.718.7646
email: rboudreaux@ci.fayetteville.ar.us

>>> <Don.Harris@faa.gov> 06/06/05 04:56PM >>>

*Here is a copy of
e-mail Steve,
Vicki
found Donald C. Harris on
FAA website*

June 6, 2005

Mr. Ray Boudreaux, Director
Aviation & Economic Development
4500 South School Ave., Ste F
Fayetteville, AR 72701

Dear Mr. Boudreaux:

This letter responds to your request for documentation from the Federal Aviation Administration granting permission to dispose of the snowblower.

As we have previously discussed, the City of Fayetteville should offer the piece of equipment for sale to the highest bidder. Proceeds from the sale must then be re-invested in the airport for development, maintenance, or capital improvements.

We request that the publication of the advertisement, documentation of the bidding process, and receipts from the sale be recorded and forwarded to the undersigned specifying the intended use of the proceeds of the sale in accordance with FAA guidance.

We look forward to continued service to the City of Fayetteville and Drake Field's future in aviation.

Sincerely,

[signed]

Donald C. Harris
Sr. Program Manager
AR/OK ADO, ASW-631

Voice: 817.222.5634
FAX: 817.222.5987
Email: don.harris@faa.gov

CC: Nicholson, James

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

5-Jul

City Council Meeting Date

Ray M. Boudreaux

Submitted By

Aviation & Economic Development

Division

General Government

Department

Action Required:

Approve the sale of Airport Snowblower to Abbotsford International Airport - City of Abbotsford, 30440 Liberator Avenue, British Columbia, V2T 6H5, Contact: Rick Reed, Airport General Manager, Phone: 604-864-5650, Fax: 604-855-1066.

REVENUE
\$172,000.00
Cost of this request
5550.0955.6999.00
Account Number
NA
Project Number

\$ 1,200.00
Category/Project Budget
\$ 474.28
Funds Used to Date
\$ 725.72
Remaining Balance

Non-Op Misc
Program Category / Project Name
Airport Revenue
Program / Project Category Name
Airport
Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

Original Contract Number:

Finance and Internal Service Director

Date

Received in City Clerk's Office



Mayor

Date

Received in Mayor's Office



Comments:

Parking Access and Revenue Control Equipment
July 5, 2005 Council Meeting
Page 1 of 2

AGENDA REQUEST MEMO

TO: Mayor Dan Coody

THRU: Gary Dumas, Director of Operations

FROM: Sharon Jenkins, Parking Manager *SG*
Coy Hurd, Project Manager

DATE: June 15, 2005

SUBJECT: Approval of Budget Adjustment and Award RFP #05-45 for Meadow Street Parking Structure Improvements

RECOMMENDATION

Staff recommends the approval of a budget adjustment in the amount of \$132,803.00 and award RFP #05-45 to Midland Construction, Inc. for improvements and repairs to the Meadow Street Parking Structure in the amount of \$295,153.00 plus 10% contingency for the total amount not to exceed \$339,426.00

Repairs and improvements to the municipal parking deck include concrete repairs, shoring, latex modified concrete placement and patching, trowel applied concrete repairs, sealants, waterproofing, expansion joints, supplemental floor drains, painting and miscellaneous other repairs.

BACKGROUND

For some time, the Municipal Parking Deck on Meadow Street has been experiencing problems. The deck will not entirely shed water, thus water pools in several of the parking spaces. This limits the use of these spaces causing an inconvenience to patrons who have leased those particular spaces. This situation also makes the parking deck slick and dangerous for foot traffic, especially in the wintertime. Other problems are manifest such as inadequate lighting and the deterioration of the deck's surface.

In September of 2004, the City contracted with Walker Parking Consultants for the design and oversight of the restoration of the deck. They prepared the plans and developed the bid documents that went out in May 2005. They will continue with this project by conducting pre-construction conferences, negotiation a construction contract, and oversee the rehabilitation project. Repairs and improvements to the parking deck will include concrete repairs, shoring, latex modified concrete placement and patching, trowel applied concrete repairs, sealants, waterproofing, expansion joints, supplemental floor drains, painting and miscellaneous other repairs.

DISCUSSION

We received bids from two (2) vendors for the parking equipment:

- ◆ Midland Construction, Inc. submitted a bid that totaled \$295,153.00
- ◆ John P. Marinoni Construction Company, Inc. submitted a bid that totaled \$333,685.00

BUDGET IMPACT

The total project budget in 2005 is \$218,304.00 with \$11,680.40 paid to Walker Parking Consultants for their services. With a remaining balance of \$206,623.60 for the project, a budget adjustment of \$132,803.00 will be necessary from fund balance in order to finish the required improvements.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH MIDLAND CONSTRUCTION, INC. IN THE AMOUNT OF \$295,153.00 FOR THE MEADOW STREET PARKING STRUCTURE IMPROVEMENTS PROJECT; APPROVING A 15% PROJECT CONTINGENCY IN THE AMOUNT OF \$44,273.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$132,803.00 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 approves a contract with Midland Construction, Inc. in the amount of \$295,153.00 for the Meadow Street Parking Structure Improvements Project. A copy of the contract marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 15% project contingency in the amount of \$44,273.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of \$132,803.00 for same.

PASSED and APPROVED this 5th day of July, 2005

APPROVED

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

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

A. 11
Midland Construction, Inc.
Meadow Street Structure Improvements Project
Adjustment Number 4 of 14

Budget Year 2005	Department: Operations Division: Telecommunications & Parking Program: Off Street Parking Exp	Date Requested 6/15/2005
--------------------------------	--	--

Project or Item Added/Increased: \$132,803 in the Parking Deck Expenditures account in the Parking Deck Rehabilitation capital project.	Project or Item Deleted/Reduced: \$132,803 from the Use of Fund Balance account.
---	--

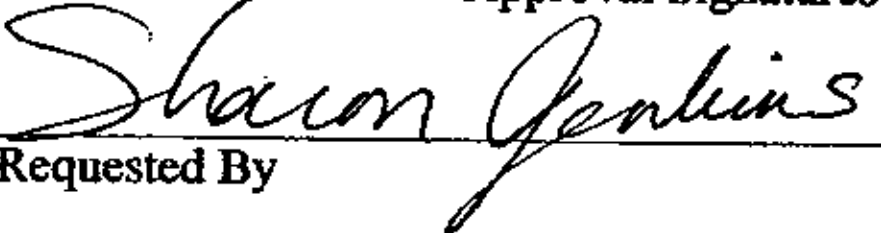
Justification of this Increase: The funding is for the rehabilitation of the municipal parking deck located on Meadow Street.	Justification of this Decrease: There is \$206,623.60 remaining funds for this project in 2005. The total project cost exceeded the anticipated cost of the rehabilitation of the parking deck by \$132,803.00.
---	---

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Parking deck expenditures	2130	9130	5411	00	132,803	02085	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	2130	0913	4999	99	132,803		

Approval Signatures	
 Requested By	6-15-05 Date
Budget Manager	Date
Department Director	Date
 Finance & Internal Services Director	6-21-05 Date
Mayor	Date

Budget Office Use Only	
Type:	A B C D E
Date of Approval	Initial Date
Posted to General Ledger	Initial Date
Posted to Project Accounting	Initial Date
Entered in Category Log	Initial Date

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND MIDLAND CONSTRUCTION, INC.

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2005 by and between the *City of Fayetteville, Arkansas*, and *Midland Construction, Inc.*

CITY OF FAYETTEVILLE and MIDLAND CONSTRUCTION, INC., in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

MIDLAND CONSTRUCTION, INC. shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of the restoration of a parking structure located on Meadow Street.

Article 2. OWNER'S REPRESENTATIVE

The Project has been designed by

Mr. Kenneth Wagner
Walker Parking Consultants
17049 El Camino Real, Suite 202
Houston, Texas 77058
281-280-0068 ph
281-280-0373 fax

who is hereinafter called OWNER'S REPRESENTATIVE and who is to act as CITY OF FAYETTEVILLE'S representative, assume all duties and responsibilities, and have the rights and authority assigned to OWNER'S REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work shall begin Monday, August 8th, 2005 and be completed by November 10th, 2005 and ready for final payment in accordance with paragraph 9.10 of the General Conditions.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and MIDLAND CONSTRUCTION, INC. recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with paragraph 8.3 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY OF FAYETTEVILLE and MIDLAND CONSTRUCTION, INC. agree that as liquidated damages for delay (but not as a penalty) MIDLAND CONSTRUCTION, INC. shall pay CITY OF FAYETTEVILLE One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for Completion until the Work is complete.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay MIDLAND CONSTRUCTION, INC. **two hundred ninety five thousand, one hundred fifty three dollars (\$295,153)** for completion of the Work in accordance with the Contract Documents. An amount in current funds equal to the sum of the established lump sums for each separately identified item of Lump Sum Work.

Article 5. PAYMENT PROCEDURES

MIDLAND CONSTRUCTION, INC. shall submit Applications for Payment in accordance with Article 9 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by OWNER'S REPRESENTATIVE as provided in the General Conditions.

5.1. Progress Payments. CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of MIDLAND CONSTRUCTION, INC.'S. Applications for Payment as recommended by OWNER'S REPRESENTATIVE, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as OWNER'S REPRESENTATIVE shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with the General Conditions.

90 percent of Work completed (with the balance of 10 percent being retainage), If Work has been 50 percent completed as determined by the OWNER'S REPRESENTATIVE, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and OWNER'S REPRESENTATIVE, CITY OF FAYETTEVILLE, on recommendation of OWNER'S REPRESENTATIVE, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to MIDLAND CONSTRUCTION, INC. to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as OWNER'S REPRESENTATIVE shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by OWNER'S REPRESENTATIVE as provided.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement MIDLAND CONSTRUCTION, INC. makes the following representations:

6.1. MIDLAND CONSTRUCTION, INC. has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the Bidding Documents including "technical data."

6.2. MIDLAND CONSTRUCTION, INC. has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. MIDLAND CONSTRUCTION, INC. is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4. MIDLAND CONSTRUCTION, INC. has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions. MIDLAND CONSTRUCTION, INC. accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which MIDLAND CONSTRUCTION, INC. is entitled to rely on.

MIDLAND CONSTRUCTION, INC. acknowledges that such reports and drawings are not Contract Documents and may not be complete for MIDLAND CONSTRUCTION, INC.'s purposes. MIDLAND CONSTRUCTION, INC. acknowledges that CITY OF FAYETTEVILLE and OWNER'S REPRESENTATIVE do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. MIDLAND CONSTRUCTION, INC. has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by MIDLAND CONSTRUCTION, INC. and safety precautions and programs incident thereto. MIDLAND CONSTRUCTION, INC. does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. MIDLAND CONSTRUCTION, INC. is aware of the general nature of work to be performed at the site that relates to the Work as indicated in the Contract Documents.

6.6. MIDLAND CONSTRUCTION, INC. has correlated the information known to MIDLAND CONSTRUCTION, INC., information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. MIDLAND CONSTRUCTION, INC. has given OWNER'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that MIDLAND CONSTRUCTION, INC. has discovered in the Contract Documents and the written resolution thereof by OWNER'S

REPRESENTATIVE is acceptable to MIDLAND CONSTRUCTION, INC. and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. Article 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between CITY OF FAYETTEVILLE and MIDLAND CONSTRUCTION, INC. concerning the Work, consist of the following:

- 7.1. This Agreement (pages 1 to 8, inclusive).
- 7.2. Performance and Payment Bonds (Exhibits A and B respectively).
- 7.3. Certificates of Insurance (Exhibit C).
- 7.4. Documentation submitted by MIDLAND CONSTRUCTION, INC. prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 39, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 9 inclusive).
- 7.9. Specifications as listed in table of contents thereof.
- 7.10. Any addenda.
- 7.11. One set of drawings (attached hereto).
Bid 05-45 Meadow Street Parking Structure Improvements
- 7.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.12.1. Notice to Proceed
 - 7.12.2. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1. Terms used in the Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. CITY OF FAYETTEVILLE and MIDLAND CONSTRUCTION, INC. each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Document

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

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

8.7. This contract must be interpreted under Arkansas Law.

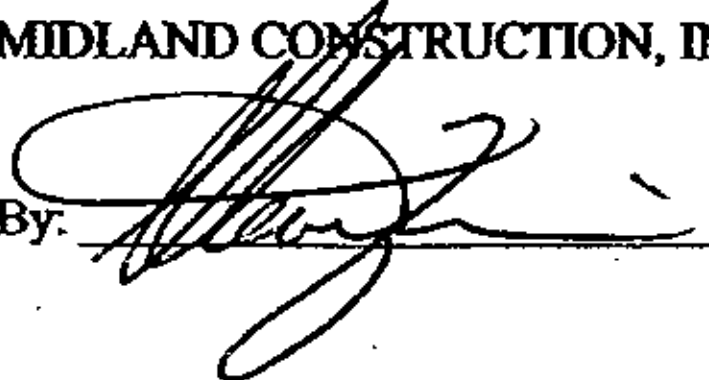
IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and MIDLAND CONSTRUCTION, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE and OWNER'S REPRESENTATIVE, and two counterparts have been delivered to MIDLAND CONSTRUCTION, INC.. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and MIDLAND CONSTRUCTION, INC. or identified by OWNER'S REPRESENTATIVE on their behalf.

This Agreement will be effective on _____, 2005 (which is the Effective Date of the Agreement).

OWNER: City of Fayetteville

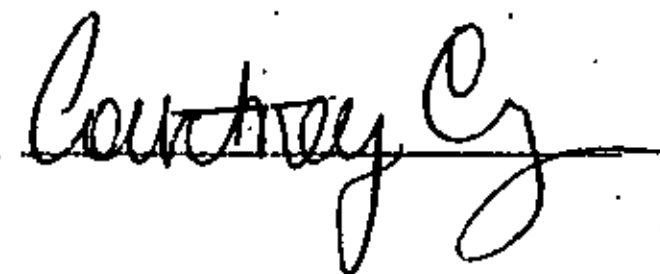
MIDLAND CONSTRUCTION, INC.:

By: _____
Mayor Dan Coody

By: _____


[CORPORATE SEAL]

[CORPORATE SEAL]

Attest 

* Attest

* If a Corporation, attest by the

Secretary.

Address for giving notices

Address for giving notices

City of Fayetteville
Attention: Dan Coody
113 W. Mountain St.
Fayetteville, AR 72701

Midland Construction, Inc.
Attention: Steve Zimmerman
P.O. Box 369
Rogers, AR 72757

(If OWNER is a public body, attach
evidence of authority to sign and
resolution or other documents
authorizing execution of Agreement.)

License No.
0015340206

Agent for service of process:

(If CONTRACTOR is a corporation,
attach evidence of authority to sign)

CERTIFIED COPY OF THE RESOLUTION OF THE BOARD OF DIRECTORS
AUTHORIZING CONSENT TO SERVICE OF PROCESS FOR THE CORPORATION

At a regular/special meeting of the Board of Directors of Midland Construction, Inc.
(NAME OF CORPORATION)

duly called and held on the 13th day of March, 192000 a quorum being present, the following
Resolution was adopted:

"WHEREAS, this Company desires to enter into one or more contracts as a contractor, as defined in Section 48-13-30 through 48-13-38 of the Official Code of Georgia annotated, and for the purpose of employing with said Act agrees to irrevocably appoint the Secretary of State, or his successor in office, its duly authorized agent for service of process with respect to claims arising out of the performance of any of said contracts.

THEREFORE, BE IT RESOLVED, that Steve Zimmerman, President and Jacque Zimmerman, Secretary of the Company be and hereby are authorized to execute on behalf of the Company a Non-Resident Contractor's Consent to Service of Process in this regard, and the proper attesting officer of the Company be and hereby is authorized to affix the corporate seal to such consent and subscribe his name thereto, attesting the same".

I, Jacque Zimmerman, Secretary of Midland Construction, Inc.
(NAME OF CORPORATION)

have compared the foregoing Resolution with the original thereof, as recorded in the Minute Book of said Company, and do certify that the same is a correct and true transcript therefrom and the whole of said original Resolution.

Given under my hand and seal of the Company, Midland Construction, Inc. in the City of Rogers, State of Arkansas, this 13th day of March, 192000
Jacque Zimmerman (Seal)
(CORPORATE SECRETARY)

THIS RESOLUTION MUST BE ATTACHED TO THE
NONRESIDENT CONTRACTOR'S CONSENT TO SERVICE OF PROCESS.

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

A. 11
Midland Construction, Inc.
Meadow Street Structure Improvements Project
Page 13 of 14

July 5, 2005
City Council Meeting Date

Sharon Jenkins/Coy Hurd
Submitted By

Parking Mgmt./Building Services
Division

Operations
Department

Action Required:

A resolution approving a budget adjustment in the amount of \$132,803.00 and award RFP #05-45 to Midland Construction, Inc. for the Meadow Street Parking Structure Improvements Project for the amount of \$295,153.00 plus a 15% contingency for the total project amount not to exceed \$339,426.00.

\$339,426.00

Cost of this request

\$ 218,304.00

Category/Project Budget

Parking Deck Rehabilitation

Program Category / Project Name

2130-9130-5411-00

Account Number

\$ 11,680.40

Funds Used to Date

Fixed Assets

Program / Project Category Name

02085

Project Number

\$ 206,623.60

Remaining Balance

Off-Street Parking Fund

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

[Signature]
Department Director

6-15-05
Date

[Signature]
City Attorney

6/17/05
Date

Received in City Clerk's Office

ENTERED
6-16-05

[Signature]
Mayor

6-22-05
Date

Received in Mayor's Office

ENTERED
6/20/05
p.f.

Comments:

City Council Meeting of October 05, 2004
Agenda Item Number

CITY COUNCIL AGENDA MEMO

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Through: Gary Dumas, Director of Operations

From: Tim Conklin, Planning and Development Management Director

Date: May 17, 2005

Subject: Ordinance amendment to add an additional Planned Zoning District (PZD) option to allow applications to be approved as a Master Development Plan without submittal and approval of a large scale development or preliminary plat.

RECOMMENDATION

The Planning Commission voted 8-0-0 on January 10, 2005 to recommend approval of the revised ordinance to the City Council.

BACKGROUND

Staff has brought forward amendments to the Planned Zoning District ordinance to address several issues that have been discovered since the passage of the ordinance in 2002. The following amendments are addressed in the proposed ordinance:

- Significant reduction in the amount of design and engineering required for submittal (No Large Scale Development and Preliminary Plat required for land use changes)
- Standardization of required information for all PZD's Master Development Plans.
- Increased level of detail in written form as a "Statement of Commitments" to clarify what is presented to the City for approval
- Authorization to phase projects beyond the current expiration of approvals
- Authorization to administratively approve minor modifications

At the ordinance review committee on April 27, 2005, the committee discussed the idea of having PZD's that do not include preliminary plat and large scale development go directly to the City Council.

The committee asked staff to present this idea to the Planning Commission and get their comments. Staff has attached their comments regarding this issue.

The overall goal of this amendment is to meet the informational needs of the citizens, elected and appointed officials, the development community and staff to make informed policy decisions regarding land uses changes within the community without development approval (Preliminary Plat and Large Scale Development).

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 166.06 PLANNED ZONING DISTRICTS (PZD), AND SECTIONS 161.25 (C), (D), AND (E) PLANNED ZONING DISTRICT, TITLE XV OF THE UNIFIED DEVELOPMENT CODE, FAYETTEVILLE CODE OF ORDINANCES, TO ALLOW MASTER DEVELOPMENT PLANS TO BE SUBMITTED AS AN OPTION WITHOUT SUBMITTING A SUBDIVISION OR LARGE SCALE DEVELOPMENT AND CLARIFYING OTHER REQUIREMENTS, CONDITIONAL USES, AND DEVELOPMENT STANDARDS PLANNED ZONING DISTRICTS

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

Section 1. That Section 166.06 Planned Zoning Districts (PZD), Title XV of the Unified Development Code, Fayetteville Code of Ordinances, is hereby deleted in its entirety and replaced in its stead by Exhibit A, attached hereto and made a part hereof.

Section 2. That Sections 161.25(C), (D), and (E) Planned Zoning Districts (PZD), Title XV of the Unified Development Code, Fayetteville Code of Ordinances, is hereby amended to add the following section under R-PZD, C-PZD, and I-PZD:

Conditional Uses. All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

PASSED and APPROVED this 7th day of June 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT May 25, 2005

EXHIBIT A

166.06 Planned Zoning District (PZD)

(A) *Applicability.* To be considered for a planned zoning district, the applicant shall meet all of the following criteria:

- (1) *Location.* Eligible properties include those located within the city limits.
- (2) *Ownership.* Eligible applicants for preliminary plan review shall be a landowner of record or an authorized agent. The approved **PZD master** development plan shall be binding on all subsequent owners of the land until revised or modified.
- (3) *Size.* There shall be no minimum or maximum tract size for a PZD application.

(B) *Application.* The initial application for a PZD shall include the following items:

- (1) *Application.* Complete application form to request a PZD.
- (2) *Copies.* Copies of a **PZD master** development plan in accordance with the submission requirements on the project application form.
- (3) *Fee.* Applicant shall pay all required filing fees for a planned zoning district as set forth in Chapter 159 Fees of the UDC. If a subdivision or **large scale development** is proposed, a fee for **that application** shall also be paid.

(C) *Review and approval procedures.*

- (1) *Pre-application meeting.* Before submitting an application the landowner or authorized agent shall confer with the Planning Division in order to become familiar with the **PZD** process. The staff shall inform the applicant of any perceived problems that may arise. A further purpose of the pre-application meeting is to make sure the applicant has, or will be able to, submit the necessary information for filing the application. The intent of this conference is to provide guidance to the applicant prior to incurring substantial expense in the preparation of plans, surveys and other data required in a **PZD master development plan**.
- (2) *Required City Council Approval.* **PZD Master Development Plans that are processed without a preliminary plat or large scale development shall only require City Council approval.**
- (3) *Required Planning Commission and City Council Approval.* **PZD Master Development Plans that are processed with a preliminary plat or large scale development shall follow the procedures for large scale development and preliminary plat approval through the Planning Commission when processed concurrently as set forth in Chapter 166 of the UDC.**

DRAFT May 25, 2005

- (4) *City Council.* If the **PZD master** development plan is approved by the Planning Commission, it shall be forwarded to the City Council for review. The City Council may grant or deny as submitted, or as they may so amend, defer for requested changes or more information, or return the application to the Planning Commission for further study. The applicant shall not modify to a design other than that reviewed and approved by the Planning Commission prior to City Council review. The City Council may direct the Planning Commission to reconsider specific aspects of the plan. If the master development plan is approved, an ordinance shall be prepared which incorporates the plan, **statement of commitments, development and architectural standards, and conditions.**

(5) Development and Subdivision Approval. Preliminary Plat and/or Large Scale development approval is required for all PZD Master Development Plans.

- (6) *Appeals.* Appeals from the action of the Planning Commission shall be in accordance with Chapter 155 Appeals of the UDC.
- (7) *Repeals.* The owner of an approved planned zoning district may, for cause, request repeal of the ordinance establishing the development when it has been determined that the development will not occur. A written request may be filed with the city clerk at any time up to three (3) years after the date of adoption of the ordinance creating the planned zoning district. The request shall be addressed to the Mayor and City Council, setting forth the cause for repeal.

The request shall be set for a public hearing at the earliest possible time to expedite the required action. The owner of the subject planned zoning district zoned land shall provide notice of hearing to adjacent property owners. Notice to others as required by law shall be provided by city staff and signs shall be posted.

(D) General Requirements.

- (1) ***Application of a Planned Zoning District is permitted only in accordance with a master development plan prepared and approved in accordance with the provisions herein. Large Scale Development, Site Plan, and/or Preliminary Plat approval may be concurrently processed through the PZD process.***
- (2) ***Planned Zoning Districts may be controlled by one or more owners and shall be developed under unified control or by a unified master development plan. The owners, successors, heirs, or assigns shall be bound by the approved master development plan, including any modifications or amendments thereto as approved by the Zoning and***

DRAFT May 25, 2005

Development Administrator or City Council.

- (3) *Master development plans may include more restrictive regulations than that which is included in other sections of the UDC, but standards shall not be established that fall below these minimum standards.*

(E) Approval or Rejection Criteria For Planned Zoning Districts

The following criteria shall be considered by the Planning Commission and City Council in the review of a planned zoning district application based on the proposed master development plan:

- (1) *Whether the application is in compliance with the requirements of the UDC and the General Plan 2020;*
- (2) *Whether the application is in compliance with all applicable statutory provisions;*
- (3) *Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;*
- (4) *Whether the proposed rezoning is compatible with the surrounding land uses;*
- (5) *Whether the subject land is suitable for the intended use and is compatible with the natural environment;*
- (6) *Whether the intended land use would create traffic congestion or burden the existing road network;*
- (7) *Whether the planned development provides for unified development control under a unified plan.*
- (8) *Whether any other recognized zoning consideration would be violated in this PZD.*

(F) Master Development Plan Summary and Required Information

Master Development Plan (MDP) is a useful tool for both developers and planners to reach consensus and agreement about the way an area is developed, where a variety of uses and impacts may be proposed on one property. They differ from engineered site plans in that they address the bigger picture, rather than the minutia of a detailed engineered site plan. A MDP should depict the larger planning issues such as basic densities, open space, access, internal circulation, availability and location of existing water and sewer, existing topography, drainage, and the general location of uses, while giving the developer some leeway to address grading, utility construction, street construction, building placement, driveways, and number and location of parking spaces further along at the development review or building permit stage.

The following information shall be submitted by the applicant in written narrative form:

DRAFT May 25, 2005

(1) The name and address of:

- (a) landowner/applicant**
- (b) representative, if applicable**

(2) General project concept:

- (A) Street and Lot Layout**
- (B) Site Plan Showing Proposed Improvements**
- (B) Buffer Areas**
- (C) Tree Preservation Areas**
- (D) Storm Water Detention Areas and Drainage**
- (E) Undisturbed Natural Areas**
- (F) Existing and Proposed Utility Connections And Extensions**
- (G) Development and Architectural Design Standards**
- (H) Building Elevations**

- (3) Proposed development phasing and time frame**
- (4) Proposed Planning Areas, described and depicted (Planning Areas (PA) are those areas within an MDP designated with specific zoning and development standards, as required herein. Any number of PA's may be allowed within an MDP, subject to approval by the City Council.)**
- (5) Relationship to the existing and adjacent land uses**
- (6) Impacts on City services**
- (7) A traffic study when required by the Planning/Engineering Divisions.**
- (8) An analysis of the site characteristics related to the proposal, including any environmentally hazardous, sensitive or natural resource areas. Describe any natural or manmade hazards.**
- (9) Compliance with the Fayetteville General Plan 2020**
- (10) A description of the recreational facilities, including existing and proposed park sites, open space and accessibility to parks and open space areas.**
- (11) Proposed Zoning and Development Standards**
- (12) A chart comparing the proposed master development plan to the current zoning district requirements.**
- (13) Any other required information as applicable when other applications are processed in conjunction with the PZD master development plan application (i.e. preliminary plat, large scale development).**

(G) Master Development Plan Level of Detail

(1) Sheet 1

- (a) The name of the proposed master development plan shall be centered at the top of the sheet along the long dimension of the sheet.**

DRAFT May 25, 2005

(b) The following wording shall be placed verbatim on the sheet:

GENERAL PROVISIONS

Authority

This PZD master development plan is authorized by Sections 161 and 166 - Planned Zoning Districts of the City of Fayetteville Unified Development Code. The provisions of this PZD master development plan shall run with the land. The landowners, their successors, heirs, or assigns shall be bound by this master development plan, as amended and approved by the City Council.

Adoption

The adoption of this PZD master development plan shall evidence the findings and decision of the Fayetteville City Council that this Planned Zoning District for (name of development) is in general conformity with the Fayetteville General Plan 2020; is authorized by the provisions of Sections 161 and 166 of the City of Fayetteville Unified Development Code.

The provisions of this PZD master development plan shall prevail and govern the development of (name of development), provided, however, that where the provisions of this Master development plan do not address a particular subject, the relevant provisions of the City of Fayetteville Unified Development Code, as amended, or any other applicable resolutions or regulations of the City of Fayetteville, shall be applicable.

Enforcement

To further the mutual interest of the residents, occupants, and owners of the PZD Master development plan and of the public in the preservation of the integrity of the Plan, the provisions of this Plan relating to the use of land, statement of commitments, development and architectural standards, and the location of common open space shall run in favor of the City of Fayetteville and shall be enforceable at law or in equity by the City without limitation on any power or regulation otherwise granted by law.

Conflict

Where there is more than one provision within the PZD Master development plan that covers the same subject matter, the provision which is most restrictive or imposes higher standards or requirements shall govern unless determined otherwise by the Zoning and Development Administrator.

Maximum Level of Development

The total number of dwellings or the total commercial, business, or industrial intensity approved for development within the Planning Areas is the maximum development requested for platting or construction. The actual number of dwellings or level of development for commercial, business, or industrial properties may be less due to subdivision or site improvement plan requirements or other requirements of the City Council.

Project Tracking

At the time of subdivision final plat, ~~site plan~~, or large scale development the applicant shall provide a summary of the development, to date, to the Planning Division, in order to assure maximum development limits are not exceeded.

(2) Sheet 2 Zoning and Development Standards By Planning Area

The name of the proposed PZD master development plan shall be centered at the top of the sheet along the long dimension of the sheet. The proposed zoning and development standards shall be formatted to follow the established UDC zoning format. Beginning in the upper left hand column of the sheet, state the following for each Planning Area category, e.g., single family:

***Permitted uses by Use Unit
Conditional uses by Use Unit
Land Use Density and/or Intensity
Bulk and area regulations
Lot width minimum
Lot area minimum
Land area per dwelling
Setback requirements
Height
Building area
Landscaping
Parking
Site Planning
Architectural Design Standards
Other standards or requirements provided in the UDC shall apply to this PZD Master Development Plan
Complete legal description. The staff planner may allow this to be provided on a separate sheet, if lengthy.***

(3) Sheet 3 Master Development Plan.

The name of the proposed PZD master development plan shall be centered at the top of the sheet along the long dimension of the sheet. This sheet shall graphically depict the site and include the following:

- 1. A block in the lower right hand corner, or along the right hand margin, which includes the following:**

North Arrow

**Graphic and written scale at 1" = 100' or 1" = 200' or as otherwise approved by the Zoning and Development Administrator or staff planner
Date of Preparation**

- 2. Vicinity map that depict the relationship to the surrounding area within a 1 mile radius.**

The vicinity map shall be superimposed on a current City of Fayetteville Plat Page, on a current City of Fayetteville Zoning Map, and on a current City of Fayetteville Master Street Plan maintaining the same scale .

- 3. Dimensions, bearings, and control points along all exterior property lines.**
- 4. Topography shall be shown at maximum 10' contour intervals, including high and low spot elevations and shadow areas of 15% or greater slope. The staff planner may request that other significant topographic conditions be depicted at greater or lesser intervals where appropriate.**
- 5. Access**
 - (1) Arterials and collectors shall be depicted in all planning areas.**
 - (2) Trails as coordinated with the Parks Division**
- 6. Existing easements/right-of-way**
- 7. 100 year floodplains, floodway, and stream/creek centerline**
- 8. Proposed Land/ROW/Easement Dedication**
- 9. Public or private, regional and community parks, open space and trails shall be depicted and referenced by number, letter or symbol. Local park dedication shall be determined at the time of platting/development.**
- 10. Planning Areas – Areas Identified for a Specified Permitted and/or Conditional Uses**

All planning areas and open space areas shall be shown overlaid on topography at a scale that clearly delineates the

planning area boundaries so that they can be located on the site.

For each planning area shown on the development plan or within a separate table, indicate the following, as applicable:

- A. Acreage**
- B. Number of dwelling units**
- C. Land use designation**
- D. Residential density**
- E. Nonresidential square footage**

NOTE: The number of dwellings indicated in the Planning Areas is the maximum number of dwellings requested, the total of which cannot exceed the total number approved for the proposed PZD. The density range for each Planning Area, when calculated to the maximum proposed, shall not exceed the total number of dwellings for the entire PZD. The actual number of dwellings approved by the Council may be less than shown on the plan due to subdivision or site improvement plan requirements or other requirements of the Council and Planning Commission.

11.Land Use Table

A separate land use table, which indicates the total land use for the planned development, shall be prepared as follows utilizing the following categories and symbols: Partial Example:

SYMBOL	LAND USE	DENSITY	UNITS	ACRES	%
SF	Single Family	3	120	40.0	26%
MF	Multifamily	9	765	35.0	23%
DP	Dedicated Parks	-	-	42.5	28%
SUBTOTAL		8.38	885	117.5	77%
C	Commercial	566,280 sq. ft.		25.0	17%
I	Industrial	217,800 sq. ft.		9.0	6%
O	Office				
M.U.	Mixed Use				
		SUBTOTAL 784,080 sq. ft.			34%

(H)Statement of Commitments.

The statement of commitments shall be provided in the following format:

"STATEMENT OF COMMITMENTS"

The statement of commitments shall, in all cases, describe the development commitments including a method for assigning responsibility to heirs, successors, or assigns, and timing of the fulfillment of these commitments for the following:

- 1. Dedication: Proposed public dedication for parks, streets, drainage, sewer, water, etc., either in specific acreage dedication (referenced by symbol) or specific cash in lieu of land or facilities. Describe the proposed ownership, utility provision, improvement schedule, and maintenance provision. In all cases, dedicated land shall be conveyed to the City of Fayetteville.**
- 2. On or off site improvements: Provision shall be made for the construction of, or payment of fees for, community or off site improvements through current UDC requirements for guarantee of improvements at the time of development.**
- 3. Natural Resources and Environmental Sensitive Areas Such as Trees, Wetlands, Floodplain**
- 4. Project phasing restrictions**
- 5. Fire protection**
- 6. Other commitments imposed by the City**
- 7. Parks/Trails/Open Space Commitments**
- 8. Proposed Preliminary Building Elevations (Residential and Commercial)**

(I) Amendments to the PZD Master Development Plan.

The Zoning and Development Administrator shall determine whether an amendment request shall be considered a minor modification or a PZD City Council rezoning based on the criteria established herein. The applicant may appeal the Zoning and Development Administrator's decision to deny an administrative modification within 10 working days of said decision to the council, in writing.

(1) Minor Modification - Criteria

An amendment request may be considered as an administrative minor modification if it meets the following criteria:

Building Setbacks –An increase or decrease of the required building setback when such modification is no more than a 20% change to the originally approved setback.

Minimum Lot Size –An increase or decrease of the minimum lot size when such modification is no more than a 20% change to the originally approved minimum lot size.

Building Height -An increase or decrease of the building height when such modification is no more than a 20% change to the originally approved maximum building height.

Increased Number of Dwelling Units -An increase of the number of dwelling units in a planning area of 20% or less. Such increase shall be accompanied by a corresponding decrease in dwelling units in another planning area located within the same approved PZD Master Development Plan.

Decreased Number of Dwelling Units -A decrease of the number of dwelling units in a planning area up to 20%. Such decrease shall result in a net loss of dwelling units unless these units are concurrently approved as an increase of units in another planning area.

Commercial/Non-residential Development Intensity An increase or decrease of the square footage of development intensity when such modification is no more than a 20% change to the originally approved development intensity.

Text Changes -Insubstantial changes to the text, as determined by the Zoning and Development Administrator, to add clarity, when such changes do not change the commitments.

Street Alignment -The Zoning and Development Administrator upon review by the City Engineer shall determine whether an insignificant shift in the alignment of a street shall be considered as a minor modification require no amendment.

(2) City Council Approval. Rezoning through the PZD process is required to modify any aspect of the PZD which is not allowed under the Minor Modification process. A planning area within a Master Development Plan may be amended separately from the remainder of the approved master development plan with City Council approval.

(J) Phasing. Phasing of a PZD master development plan may vary from the requirements of Chapter 166 of the UDC with regard to the expiration of permits and plans only when phasing has been identified, described, and approved as part of the PZD master development plan process.

(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.
- (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.
- (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.
- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall **be used as general guidelines to establish parking and loading standards for the PZD master development plan.**
- (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.
- (6) *Sidewalks.* As required by §166.03.
- (7) *Street Lights.* As required by §166.03.
- (8) *Water.* As required by §166.03.
- (9) *Sewer.* As required by §166.03.
- (10) *Streets and Drainage.* Streets within a PZD may be either public or private.
 - (a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City **unless otherwise approved by the City Council as part PZD master development plan.**
 - (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.
- (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, a minimum 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.
- (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 guarantee **to the City completion of the nonresidential facilities in the amount no less than 150% of the estimated cost of said facilities.**
- (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.
- (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.
- (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.

(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 **master** development **plan** 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 may 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, detention ponds, drainage structures, 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 [REDACTED] be approved by the City Attorney. The Planning Commission shall consider and approve 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.
- (f) The association must be able to adjust the assessment to meet changing needs.

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ADM 04-1326: Administrative Item (PZD Ordinance Amendment)

Ostner: The next item on our agenda is ADM 04-1326. An administrative amendment to the PZD Ordinance. If we could have the staff report please.

Pate: This item, before you tonight staff is recommending that a formal recommendation be brought up by the Planning Commission and sent on and processed. This is an amendment to our Planned Zoning District Ordinance. As you may know, there are two sections in our Unified Development Code that talk about the Planned Zoning District Ordinance. The first section is Chapter 161, Zoning. The second is Chapter 166. All of these amendments, as shown and as indicated in your packet, refer to Chapter 166. The entire Ordinance has been submitted here with strikeouts in bold areas where revisions have been submitted for your review. This is a significant amendment of this Ordinance. Mr. Williams, correct me if I am wrong, this passed back in early 2003, so it's been about two years on the books now. There has been a learning process of this Ordinance, which was very new to the City of Fayetteville, and a lot of questions both by City Council and by the Planning Commission, by the general public, developers and property owners questioning this new process, as we fully anticipated. Any new process is going to come under some certain amount of scrutiny and will need revising and tweaking to get to a better point. One of the larger issues that we have dealt with is how to process some of the larger projects that you have seen. A couple of the projects specifically have been larger than, for instance, a developer could design everything for all the parking lots, the commercial buildings the homes, the lots, could not be platted and shown to you on such a large scale at 100, 200, 300 acres. That is a weakness that we feel is in the existing ordinance that does need to be addressed. A couple of other items that did need to be addressed are amendments to the Planned Zoning District that we currently have really no way to amend a Planned Zoning District Ordinance that is easy to process. Additionally, phasing, sometimes these larger projects especially require phasing, we currently on the books for all development plans have a one year time frame in which you have to get your building permits, your construction permits. When you're developing 200 acres, there's sometimes not the ability for a developer or property owner to be able meet that time frame. So we're going to address some of those issues with these larger projects with these Ordinance Amendments. Of course, we will not go over all of the Amendments for you but just to hit some of the highlights, what this Ordinance does create is what's called a Master Development Plan. Any Planned Zoning District would be required to go through what's called the Master Development Plan, which is outlined in pages 2, 3, 4, 5, 6 and 7 in your packets. What that does is standardized those things. It gives you sheet one, this is the information that needs to be included. Sheet 2, this is the information that needs to be included and likewise on sheet 3. A couple of the options that are available, you can process just the Master Development Plan with these

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three sheets. What that would get you is some sort of conceptual type of plan, you would create your Zoning District, you would create your firming by creating the Zoning District. If you look in your Chapter 161, in the Zoning Ordinances, they would create that table of information, the land uses permitted, uses even permit like conditional use, the bulk and area requirements, set backs, density, the land intensity if it's a commercial project, the maximum square footage for each one of the areas they're looking at developing. It would not be a formal subdivision or a large scale. On the other hand, if you would like to process like the process we do now with the Preliminary Plat or a Large Scale Development which is the current means by which an applicant processes a Planned Zoning District, you still have that option. You can still submit your full building elevations and, if the City Council approves it, you submit for your building permit the next day if you have that ability. This does not take that out of the hands of the smaller property owners that would like to develop as well. What it does it does is it does add three sheets essentially and some information that would need to be required with the Master Development Plan. In an effort to standardize and help make this information a lot more clear. Like I mentioned, what it does, it does add some new things, it does tweak some old things. You will notice some changing like the phasing items, some of the amendment items is brand new so we had to kind of come up with that by looking at Ordinances across the country that do allow amendments, it would allow for an Administrative Amendment within a certain percentage so that you would not have to come back for another rezoning request or go before the City Council and Planning Commission every single time they wanted to change something. There are, of course, allowances in there and a percentage set so, if the Zoning & Development Administrator feels that the intent of the original ordinance is not being met, then it would come back to the Planning Commission and City Council. As I mentioned, some of the existing, I think probably one of the more important things for staff and hopefully for the Commission and Boards looking at that, is with the projects, it would standardize a lot of things. Some of the problems that we face in recommending applicants and property owners to process these projects is how much time it would take, how much money it would take, that is an often question with the Planned Zoning District Workshop, the Planning Commission and City Council held last fall I believe, those were a lot of the questions, not wanting to spend all the money up front in the design phases just to present a project to you to see if you felt, and the City Council felt, the land use was appropriate. This Master Development Plan would allow for that sort of conceptual idea. It would also establish standards. It would establish development commitments. It would establish things that the developer could commit to within reason obviously, as part of this development and it would vest certain development rights or at least zoning rights for these properties. I guess with that, I will leave it up to any questions that you might have. Again, staff is recommending that the Planning Commission make a recommendation on this tonight for approval.

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This will need to go before the Ordinance Review Committee as well as our Legal Department to make sure everything is in order before it gets to the City Council. We're excited about this new ordinance and I think it's got a lot of positive things that need to be changed to the existing ordinance.

Ostner: Thank you, Mr. Pate. At this point I will bring it to the Commission for discussion.

Shackelford: Jeremy, if you would just to make sure this is clear in my mind. I am just a dumb old banker so I have got to think real slow on these sometimes. As I read through this PZD Master Development Plan is basically the new concept, in a lot of areas we're striking the language of large scale development, preliminary plat, that sort of thing. That basically has to do with the phasing. Assume that we have a thousand acre project that comes through with the PZD Master Development Plan. In my understanding, is that through that plan, they will be able to say this 400 acres is residential, this 200 acres is office, this piece is multi-family without having to particularly prepare preliminary plats for the residential, come forward with large scale development, that sort of thing. Is that correct?

Pate: That is correct and staff has proposed in some of this language the term "planning area" which at the agenda session was questioned, maybe we need to utilize another term because we have the overall planning area outside the city limits. Currently, what we have here is essentially, for instance, that 1000 acre parcel, you could establish the usage, the density or the intensity of commercial office space, the building height restrictions both maximum and minimum, the green space requirements, the parking standards for instance, you could establish your ratio at that time for each one of those areas and essentially it would be like more of a diagrammatic drawing. You would still be using some of the Concept Plats that you have previewed. It would not be a subdivision of land unless the applicant is choosing to go forward with that full process and they want to subdivide that full 1000 acres. But this would allow for those areas to be identified within certain means and establish a Zoning District specific to each one of those.

Shackelford: As those areas are further developed, the traditional Large Scale Development and Preliminary Plat, those processes will remain in tact as they are today. Is that correct?

Pate: That is correct.

Shackelford: Assume that the developer wants to make changes. What is the process after the concept, or the Master PZD Development Plans, in place, what process would they have to go through to modify that original proof?

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Pate: The amendment section in our Ordinances basically has two options. You can, if it's deemed an administrative modification sort of like our minor modifications for large scales now, it could be administrative to a certain degree. There are certain restrictions, you can find that in Section I, Amendment to the PZD Master Development Plan. The Zoning & Development Administrator would have the ability to a certain degree to modify certain densities for instance in a planning area set backs, building envelope, green space requirements within a certain percentage. Keep in mind however, say you have two planning areas and you have a maximum number of dwelling units, if you want to increase one, you have to decrease the other. The maximum, the ceiling is set with the rezoning process. But this allows a little bit of flexibility within the planning area. So if the developer dependent upon their marketing plan of the development at that time occurring, that they would have that flexibility. The other process would be a straight rezoning if it changes more than this or if the Zoning & Development Administrator feels that whatever modification is being presented does not meet the spirit and intent of the original ordinance as it was passed by the City Council, they can deny that. There is an appeal section in this that they could appeal within 10 days to the City Council.

Shackelford: So where it states that you have a minor modification is density of 20% or less, that you say would have to still fall under the cap that the entire project was originally approved under?

Pate: That is correct.

Ostner: For administrative changes.

Shackelford: Right, for administrative. Anything beyond that would have to come back before this Board and that process.

Pate: That is right.

Shackelford: Okay. I will defer to the board this time. I have one more question that I can't think of.

Anthes: I just wanted to say to Staff that this is a much improved ordinance. I appreciate that you all had the meeting with us and the developers to start talking about how to outline this process and agree with Jeremy that the Master Development Plan is a good way to start talking about larger tracts and some smaller ones. I still have a question though. The PZD Ordinance is really the only method for us to get a true mixed use development in the live areas of Fayetteville and I am concerned still when we do this Master Development Plan that we're encouraging this 40 acres of single family, 40 acres of multi-family, something of this, something of that, that again does not allow for the kind of complexity that we're looking for in creating

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community in larger tracts of lands. How are we going to handle that? What about this ordinance is going to help support people that are trying to do that kind of use in their projects?

Pate: I suppose the way it would support that is that this Planned Zoning District does allow, any Planned Zoning District as we see currently, does allow for this mixture of uses by any means which the developer or property owner wishes to do that within obviously, certain bounds. The way we have it written, we support those mixtures of uses with mixtures of density, building types, commercial types, office types, residential types within the same planning area for instance. However, it really is left up to the creativity and the willingness of the developer to do that. This is the method of the vehicle by which that property owner may pursue those types of developments. It=s really up to them though to have the willingness and education, most of which are outside of this community at this time. We are seeing some mixed use developments but it=s bringing that information in and looking at those types of mixed use developments within the city that we are trying to support with this ordinance.

Anthes: If we=re talking, let=s use the 1000 acres and kind of breaking it into manageable parcels to come through with basically the preliminary or the large scale process. Is there=s something in the messiness of mixed use that is going to make those internal divisions unclear and difficult for a potential developer to document for us or do you think that it can be accomplished easily? The reason why is if sometimes something is a lot harder to do, it doesn=t get done. It gets done in the more simpler way and I just want to make it the most easy to have people think creatively and think in this way we can talk to them.

Pate: I suppose that the flexibility in this allows for that creativity to bring itself forward. For instance, we=re not requiring the developer to establish 10 planning areas per 1000 acres for instance. They can have one big planning area and the amount on the uses, all uses permitted by right, within that one Zoning District. If that=s something that the Planning Commission and City Council would like to see. It is staff=s opinion that creating this vehicle allows for those mixtures of uses. So you can have planning area number one that is 10 acres right in the middle of the property. I am just using theoretical bounds here, that has a mixture of single family, Use Unit 8, multi-family is Use Unit 26, Use Unit 12 office/commercial spaces, Use Unit 25 which is more intense commercial types of uses. Those could all be located within the exact same planning area. It would establish the maximum square footage for instance within that planning area. So that=s kind of why we would like to utilize the existing Zoning District. It is relatively easy to see and recognize the density permitted and the use units permitted so it would read like the chart does and the charts do in Chapter

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161 where you see RSF-4, the use is permitted, the Conditional Uses, the bulk and area requirements. This would read much in the same manner. The uses permitted could include any type of uses they would like. I think you're correct that most of the uses that we typically review with Planned Zoning Districts are either single use Planned Zoning Districts or multiple use Planned Zoning Districts divided into separate area. I think that's more of a challenge for the developers than really it is for us to mandate how the developer or property owners develop. Again, that speaks to bringing in that creativity project into our system. We will gladly process it.

Anthes: I guess I just wanted to hear from Staff that they felt comfortable that this was not making it anymore difficult to create those kinds of districts. It might make the lines on the page a little fuzzy here or a little more circuitous than squared off blocks of certain kinds of zoning but it sounds easy enough to do.

Pate: I think too, you have to keep in mind that we would process 1000 acres if you need to use that as an example, as one Planned Zoning District, we would have the legal description that our GIS could map and say this is the Planned Zoning District. Within those planning areas, we would also likely have area tabulations in the using of the supply for those specific areas and I guess in contrast, I feel that Creating a Master Development Plan, by standardizing some of the information will make it more clear. I think that the fuzzy lines will go away a little bit because you can reference things that we already have in our Ordinance. For instance, I will refer back to the Chapter 161. You're creating your own zoning district and that's definitely a challenge for staff to get across to potential applicants and developers, is that they are customizing their own zoning district and this will allow them to follow this table, follow this chart. Here's where this information goes. Here's the commitments I need to fulfill and the development standards, architectural standards, everything of that nature that the applicant needs to present to the Council.

Vaught: Following up on that, for an example this is the way I have to think of what we have seen, the project, the mixed use project that is just out the Southern View, that had office and residential. For instance, that project, if it came through on that, would have one planning area with its use units for the office and for the residential then they would just specify how many square feet of office. How many units of residential, correct?

Pate: That's correct. In a couple of different ways. Sorry to interrupt.

Vaught: That's what I am asking.

Pate: They could process a Master Development Plan without showing full blown elevations and everything and actually establish their architectural standards,

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establish an idea of what you=d like to see or they could process exactly what they did which is a large scale development along with this new criteria that we have established with the Master Development Plan. So yes, you are correct. It would likely be one planning area with the number of uses, the maximum dwelling units and the maximum square footage, building heights, etc.

Vaught: Thank you.

Ostner: So, am I understanding this, that if this passes the MDP that is being laid out here. There are no drawings required, no, well when I say no drawings, no elevations required, that the statement of commitments could have some sketches that flesh out their ideas, their plat could, as Ms. Anthes said, have fuzzy lines. The lines are approximate and they=re going to go a little bit one way or a little bit another. Is that, am I understanding that clearly?

Pate: Well, I think if you read the Ordinance, it would require some drawings to be submitted. We require property boundaries for instance, legal descriptions, things of that nature. Anyway, you=d have to set out those planning areas and depending upon the way the architect or the applicant=s architect or engineer, designer, landscape architect might present that it could very well include conceptual elevations. What we have seen on concept plats in the recent past, an idea of what to expect from this project. Those would be kept on file and be filed just as part like we see with any Planned Zoning District we see today. They could include just statements such as, for instance, an architectural development standard, all structure shall have fronts facing the street with no parking located in the street. That is one example of a standard that they could establish there and you would expect to see that written information so that you can clearly see what the applicant is committing to at that point.

Ostner: I am trying to envision the first large acreage PZD, we had to wrestle with at springwoods and, in my mind, if springwoods had had this tool they, please correct me if I am wrong, they would not have had to lay out their subdivision. I guess, Subdivision was the first big meeting we had on springwoods. That subdividing of land was also their land use and that=s really where we got bogged down, is that we=re talking about land use, we wished we were talking about development. They were not ready to talk about development. So springwoods would go totally differently if this were in place.

Pate: Potentially, I mean again, it could.

Vaught: It could. Okay, that=s what I was hoping to hear.

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Pate:

I think that a lot of the questions that came up from the Planning Commission and Council on that specific project were a lot of, not necessarily the details but, what would lead to the details. Ms. Clark, for instance, questioned many times, what is this going to look like and I think that with some language in here about development standards and their commitments to specific items that we have listed in this Ordinance, for instance, green space, architectural standards, tree preservation, we don't expect to review a full blown tree preservation plan for 1000 acres. Please do not submit that. What we expect to see is the intent and what the developer is doing with that. And then as the development comes in as a subdivision or a large scale development, we would then be able to evaluate those based on what we have in our development ordinances.

Vaught:

I have one question and this is just on our stand point and administering and approving these, I guess, PZD=s, Master Plan Developments, whatever. We=re going to see a number of them come through and I think each time they=re going to have a little bit different material and what I=m worried about is, you know, we have someone come through that gives tons of detail which is above and beyond holding the next person that comes through to that same standard, I just want to make sure that there=s a clear, not a clear minimum, but I think, we as Commissioners, and this might be an issue outside of the Ordinance, it may be direction from City Council, I don=t know but where we have something to rule it by because that is what our charge is. I=m worried a little bit about that having a different set of standards produced by someone that would be way out to the ballpark but that is way beyond what we need someone to do and I just kind of wondering how we=re going to judge that.

Pate:

I suppose my response is that this Ordinance is established, like our Development Ordinances do establish, the minimum requirements and the minimum=s have been cut so to say with regard to the Master Development Plan. You can refer to page three, we will have specific findings on number E 1-7, where these are met. Like the rezoning for instance, the specific findings would need to be made. Item F, it tells you where on the page one, where their pieces of information go. Item G, the Master Development Plan level of detail talks about sheet one and there=s some information there that would have to be included. I agree there are some developers that will go above and beyond and we will continue to support that because it will give the Commission and Council even more information to make your decision based on our Ordinance requirements. I would also state though, as I mentioned, that this is establishing the minimums. Number two, the permitted uses, conditional uses, land use density, bulk and area regulations, lot width. These are all the same type of information that any zoning district is required to have if you have a piece of property in RMF 24 zoning district. You know exactly what you can do within that zoning district, if you meet

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the development guidelines. In addition though, it establishes some items here in the bottom parking ratio, architectural design standards and then any other standards or requirements provided in the UDC. They have to meet, at minimum, they have to meet the Unified Development Code. So they can always exceed that but they do have to meet the minimums.

Vaught: I guess my question comes in on some of the additional criteria. For instance, we're talking about would we see pictures or not, would we see drawings and, from my understanding, is maybe. It's not required necessarily if they outline it in enough detail in written word and so that's just where I want to be sure that we're clear on that and with the city attorney that we are sure we have enough understanding from our point to be able to interpret and hold the fair standard.

Pate: I guess in response, this would be processed through the full development review cycle just like any plan. It is a Planned Zoning District so we would go through Technical Plat Review in order to determine if there is, for instance, major transmission lines that they need to stay away from because that is going to be important information for them in the development of their development plans. It would go through Subdivision Committee so, if there's not enough information submitted, they would need to get some more information, some drawings or some photos. It would get to the Planning Commission and again Council level so it would follow the same development track in, just like Plan Zoning District. Hopefully, we would get to a better result after a few have been processed. There are always going to be questions. I mean, there's never going to be a standard that you can get every project in. I think this does a much better job than what we have on the books.

Myers: I agree.

Shackelford: These are great theoretical questions and I need to go back on the technical side. I remember the other question I had. On section letter J, on phasing, phasing with PZD Master Development Plan may vary from the requirements of chapter 166, the UDC with a guard to expiration of permits. Only when phasing has been identified described and approved as part of the PZD Master Plan. How may the expiration of permits vary? Is that defined in here somewhere and I missed it? What is the new variations of expiration dates that is allowed by this change?

Pate: It is not varied by specific reference. Basically, this is what we have for phasing currently for a Master Development Plan for this amended PZD Ordinance. Currently the requirement is you have one year to get your building permits or construction permits. You may apply for an extension for an additional year. If Planning Commission grants that, you have two years and then once that two year period is up, if you still have not gathered

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all your permits for that project, you have to resubmit. All permits that have been gathered are null and void. This allows for a bit of discretion on the part of the Planning Commission and the City Council to allow for a time period. We did not set a specific time period because I think it will vary again with the size of the project but what we did set out is that the applicant is required, if they're going to phase the project, they have to submit it to the Planning Commission and City Council for approval. In which phases are going to happen by how many years or how much amount of time. The reason that phasing came into effect was because there were a lot of projects that had not been built and were approved decades ago and had never been built and then they were all of a sudden built. City Council passed essentially a sunset clause stating that you had to get all these permits, all these projects built and now we have, by Ordinance, a one year expiration date.

Shackelford: So this was purposely written vague to the point that the one year expiration is taken out by this but there's no final sunset clause to this. Is that correct?

Pate: It does not have to be taken out. It says it may vary. I mean, if no phasing is submitted, it would be one year.

Shackelford: So go back to my theoretical 1000 acre development, we want to see the big picture so we require a PZD. The final piece of that is town homes that they are going to have to permit within a year or come through this process for an extension. The extension that could be approved by the Planning Commission/City Council could exceed another year. Is that correct?

Pate: I think by writing this by what we anticipate occurring is that, with the initial project, the applicant would set out the phasing schedule and planning area one would be complete by a certain or within a certain amount of time and planning area two would be complete within a certain amount of time. The Planning Commission and City Council will use their best judgment, as you do in all of these decisions, to see if that's a fair amount of time. I know that there are times when the two years for certain projects still don't seem like enough time but our Ordinances don't allow for any extension beyond that so we have not yet set that out. If that is something that the Commission would like to see, we can take a look at that. As I just said, ultimately three years or ultimately five years, you have to have all your permits but we did leave it open because some of these larger projects do take longer than that to permit everything.

Shackelford: Thank you very much. I appreciate your input.

Clark: I believe that this Ordinance is a great advance to our code book. I don't necessarily think that it's the greatest in the world but I hopeful that, if we implement it and we find another flaw, we will continue to develop it. I

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think Staff and I know that Tim has put a lot of time in on this and it shows. I=m in favor of it. I=m comfortable making a recommendation that we forward it if everybody else is.

Ostner: Sounds like a motion.

MOTION:

Clark: I move that we forward this to the City Council with our recommendation of approval.

Ostner: I have a motion. Do I have a second?

Myers: Second.

Ostner: Second by Commissioner Myers. It was a motion by Commissioner Clark. Is there further discussion? Could you call the roll, Renee?

Roll Call: Upon the completion of roll call the motion to forward ADM 04-1326 was approved by a vote of 8-0-0.

Thomas: The motion carries.

Ostner: Thank you. Are there any further announcements? We stand adjourned.



PC Meeting of May 09, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Jeremy Pate, Director of Current Planning
DATE: May 03, 2005

ADM 05-1504: (PZD Revisions)

Background: The Planning Commission on January 10, 2005 voted unanimously to forward the proposed amendments to the Planned Zoning District ordinance prepared by staff to the City Council with a recommendation for approval. The next phase of review consisted of a review by the Ordinance Review Committee, which is made up of four members of the City Council. Upon their first review, there were significant concerns with the conceptual nature of the language of the revisions. Staff was directed to revisit some specifics and report back to the Ordinance Review Committee. Last Wednesday, April 27, the Ordinance Review Committee again reviewed the proposal, with revisions. There were some minor revisions to be made, along with a couple of more significant revisions, one of which would directly affect the Planning Commission in its review of Master Development Plan Planned Zoning Districts.

Proposal: The Ordinance Review Committee has forwarded the ordinance to the full City Council for review and adoption. Prior to their consideration, however, staff was directed to prepare a memorandum describing the more recent change to the ordinance in order to have the Planning Commission respond.

The proposed amendment, which will be added to the ordinance for City Council review, enables an applicant to submit a Master Development Plan PZD in accordance with the criteria established by the new ordinance directly to the Planning Division for review as is currently done. Upon review by the Zoning Review Team (also a process currently in action), staff would make a recommendation directly to the City Council for approval or denial of the Planned Zoning District Master Development Plan, with its Statement of Commitments, Development/Design Standards, conceptual site plan, zoning criteria, etc. If passed by the City Council, an ordinance rezoning the property would be recorded. Subsequent development plans (subdivisions or large scale developments), based on the Planned Zoning District approved, would be reviewed and approved by the Planning Commission, as long as the criteria established in the land use decision by the City Council with the Planned Zoning District approval were met. The primary difference in this process and the one by which we review Planned Zoning Districts now is that it reduces the time of the development review process, potentially offering incentive to developers to bring forward more innovative designs without expending exorbitant amounts of money in design, engineering and time through the current development review process. Those applicants desiring to vest development rights with a large scale development or subdivision

approval simultaneously would still be afforded the right to come through the typical process that we follow now, with full development plans. There would still be a public review and comment process, through the City Council review of the proposal. The Planning Commission's role would be decreased in this initial phase of review and recommendation, though it would still be involved with the development review of the subsequent projects, which is ultimately the Planning Commission's charge as an appointed body.

Discussion: Staff welcomes comments from the Planning Commissioners regarding the change in this review process, which is staff's current direction from the Ordinance Review Committee. Language will be formulated to incorporate this process into the ordinance prior to the full City Council review. Minutes from this meeting will be forwarded to the City Council as part of that review of the revised Planned Zoning District ordinance.

Following are the written comments received by Planning Commissioners to include in this packet:

Alan Ostner:

Memo

To: Fayetteville City Council and Mayor Coody
From: Alan Ostner, Chair, Planning Commission
Re: Currently- Proposed PZD Ordinance
Date: Thurs. May 12th, 2005

Dear Council Persons,

The currently- proposed PZD Ordinance offers something I rarely see in municipal government: a real incentive for developers. This option would let developers write a 'custom zone' for their property along with its 'statement of intent' and for you all to consider it directly from Planning Staff's report with no discussion by the Planning Commission. Not having to wait through the 40-day Planning Commission schedule is a big change for developers and their rezoning requests. The savings in time is considerable, and the costs of needless delays in development can be devastating to a development project. I have a great deal of confidence in the Planning Staff and I know they will research every 'custom zone PZD' issue carefully in their presentations to you. I also suspect this change might get some hesitant developers to come on down to our area and try to do some business here whereas they might not want to right now. We need to attract quality developers to Fayetteville.

But I believe this fast- track approach to rezonings might have a price for the city as well. Even though I would be glad to get out of the rezoning business as a Planning Commissioner, I do believe our current system offers valuable input to the decisions you all make concerning rezonings. Part of the reason the Planning Commission has such lively conversations on rezonings comes directly from the fact that we are not elected, but are appointed. First, we are much more protected from the political process of having to answer daily to the voters as you all must. Second, since we are not elected, Commissioners are instructed to not discuss specific development items with anyone other than Staff until we are formally convened as a body. These one- on one conversations with either applicants, or concerned neighbors, or even other Planning Commissioners could easily result in a bias toward or against an issue, which we attempt to avoid. It is inappropriate and unethical for a commissioner to talk to anyone about these development items before the formal hearing, and I believe all Planning Commissioners hold this rule in high regard. When we hear items at Planning Commission meetings, we have a fairly 'clean slate' of opinion going into the meeting, having only talked about the item at the Agenda Session 4 days before. We are very similar to a jury, with Jeremy our 'judge.' And everyone knows you can't tamper with a jury. I believe our discussions enable you all to make better-informed decisions, much like the Subdivision Committee's discussions enable the Planning Commission to make better decisions on development items. I think we serve as a front- line for the development struggles: someone is almost always unhappy with a rezoning request and I think we often begin the valuable path toward a solution.

It seems as if a compromise PZD Ordinance might be another option. The developer writes the 'custom zone' with its statement of intents for his or her piece of property. Do not hire ANY

engineering for the project. Work your way through the Planning Department as if you were doing a straight rezone, like from R-A to RSF-4. This eliminates all the risky engineering and the months of engineering effort that was having to be done too early in the unpredictable political process. But this version of the 'custom rezoning request' still gets the full Planning Commission scrutiny and discussions, and staff comments. After the Staff's and Planning Commission's look, present the request to the City Council for your 3 readings. Walk away with vested development rights just like a straight rezone. Head to your engineer and get to work, and start the development process at Planning with a Large Scale Development or Preliminary Plat request, whichever the case may be.

Good luck with your decision. I'm sure you will create a well- rounded Ordinance that will benefit our town and its future.

Sincerely,

Alan Ostner

Nancy Allen:

Regarding the PZD ordinance, one would think that the Council would benefit from the discussion at PC level, and that the discussion generated would be especially beneficial to them.

Candy Clark:

Jeremy –

I am sorry to have taken so long responding to the proposed change in the PZD ordinance. Though my email is tardy, I have been giving this proposal much thought since our discussion in Agenda over two weeks ago. Initially, I was uncomfortable with bypassing the Planning Commission and allowing developers access directly to the Council via Planned Zoning District Master Development Plans. I can honestly say I have not changed my mind. I warn you, my thought process is not overly complicated and I can't really state statute or ordinance specifics but it is my humble opinion on the subject!

The concept of bypassing the Planning Commission with land use decisions is most troublesome. As you know, land use questions involve many significant issues that take time and effort to plow through. The Planning Commission is very restricted in what we can look at with regard to interpretation of the guidelines and rules governing land use in the City. Our role is to make certain all things are done to code or ordinance with the council having final say after considering other issues involved with the policy and or politics of development. Taking those decisions directly to the Council could, it seems to me, actually bog down the process and take even more time than routing things through the Planning Commission. If nothing else, council members will be asked to look at an incredible volume of information that has normally already been addressed through the Planning Commission and Planning Staff. On a more practical level, initially bypassing the Planning Commission could

lead to much more confusion and uncertainty. The Council is not restricted to staying within all the guidelines Planning Commission uses to make land use determinations. They can look at a host of other issues related to development that Planning Commission can not. Having the PZD go to the Council then BACK to PC could get things really muddled. I can see much more confusion interjected into this process than currently exists. I know the whole revision of the PZD ordinance is intended to help developers come forward with innovative development ideas without spending lots of money with engineering, elevations, etc. I just can't see this revision accomplishing that goal. Council members make policy. Planning Commission makes land use decision based on those policies. Something just seems out of step to bypass the Commission in land use decisions and basically reverse the system. I know I am relatively new to the Planning Commission and that I still have much to learn. But I am still struck with the belief that there has to be another way to help developers show what they intend to do with a PZD in a simple, streamlined and inexpensive manner. Sometimes I think we let technology get in our way and we keep adding things on top of other things we want to see. The result is a process that is time consuming and expensive for developers. There has to be another way to allow them to show PC and Council what they want to build and how it will look conceptually. There are definite things we can ask them to commit to within that initial process before anything overly expensive or technical has been done. Letting them just bypass the PC just does not seem to be the answer.

I do thank the Council for allowing us input into this decision and discussion about the PZD ordinance. I am hopeful we can work together to find a better way.

Candy

Jill Anthes:

- 1) The current review process is a fast process already compared to many other city and county jurisdictions, without shortening it further.
- 2) Adequate time is needed for staff to prepare comprehensive reports.
- 3) The applicant, staff, and the Planning Commission can offer options for revisions through the process, rather than voting a project up or down without trying to find a middle ground.
- 4) There will be a learning curve for the Planning Commission with each one of these projects -- to understand the Master Plan concepts, commitments, standards, etc. that the City Council approved -- which may lead to more time in the review of the detailed plans at the time of development.
- 5) The proposed ordinance does not promote interaction between the applicant and the Planning Commission, which is particularly important when tied to a development plan that will be approved or denied by the Planning Commission

at a later date.

6) If the Planning Commission's role is to review and recommend land use decisions to the City Council, it is especially important (rather than less so) in "special cases" like the PZD.

7) The circumventing of the Planning Commission erodes the credibility of the Planning Commission, which may carry into all other decisions and interactions with developers.

8) Isn't the City Council supposed to receive the advice of the Planning Commission prior to deciding these matters? Are there legal findings to this effect?

There is an issue even bigger than these, however. The City of Fayetteville currently has no instrument to allow (more the less encourage) mixed-use development, other than the PZD. Wasn't the PZD ordinance written to encourage creative development that would not otherwise be allowed under current zoning regulations? If that's the case, the revised ordinance actually works in contradiction to this goal.

Let's say that a developer has 100 acres and submits a "master development plan" with a conceptual zoning diagram for 60 acres of RSF-4, 20 acres of RMF-24, 10 acres of R-O, and 10 acres of C-1. Don't be misled -- this is NOT mixed-use development. It is four parcels of single-use zoning that will develop only marginally different under one developer as it would if these were four separate tracts with separate owners/developers. One could even make the case that applying zoning in this way, without a full development plan, could result in what would otherwise be classified as spot zoning.

Seeing a development plan along with the zoning request allows the Planning Commission and City Council to approve a zoning that incorporates a true mix of uses. If this is burdensome for developers, then we should come up with another way to facilitate mixed-use development in our city.

Jill Anthes

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ADM 05-1504: Administrative Item: PZD Ordinance Revision

Ostner: The last item on our agenda is ADM 05-1404 entitled PZD revisions.

Pate: We spoke about this at length at agenda session so I won't go too much in depth. You are entirely welcome to email your comments to me if you would like to not discuss them too much tonight. Obviously, City Council will be looking for minutes and any comments that you have so I would recommend that you get those to us so we can forward those this Friday to City Council. Background for the public listening, the Planning Commission voted unanimously to forward the PZD revisions to the City Council in January, 2005. The Ordinance Review Committee reviewed that, had suggestions for changes, staff made those changes and went back to the Ordinance Review Committee about a week and a half ago. There were some revisions and one of the major revisions was to have the master development plans come through without going to the Planning Commission. That is obviously, a significant change for this type of request. It is a rezoning request that is tied to at least a conceptual master development plan and would be a different scenario than what you experience now. Currently anything to do with planning that goes to City Council is made by a recommendation from the Planning Commission as well as Planning Staff. The Ordinance Review Committee is looking for feedback from you on that process. I've outlined as much as I could here. I have also included the current ordinance, we have yet to add this portion into it but we will by Friday for the agenda request to City Council. Essentially, what we are looking for is feedback on how you feel about that process and whether you do that now verbally or in writing is fine by us. We will forward those comments to the City Council and they are very interested to hear what you have. One of the big things is it does allow for an incentive for a developer to come through this process with a master development plan, PZD because it does forego some of the time associated with processing a project. Instead of 40 days to get to the Planning Commission plus 21 days to get to the City Council plus two readings, which is another two weeks which can be quite a lengthy time. It would essentially come in, we would review it with the Zoning Review Team and it would go straight to City Council with a recommendation. What the Planning Commission would be faced with then is looking at PZDs that were approved by the Council as land use decisions much like the zoning districts that you see now. As Mr. Ostner noted at agenda session, it would be a custom zoning created for that piece of property and staff would make a recommendation to determine if it met the intent, spirit and all of the commitment and development standards that were approved by the City Council. That would be the biggest change that you would not see the conceptual part of it, you would just make a recommendation on the development. With that, I would be glad to take any comments for the record or you can email me if you would like.

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Ostner: Do Commissioners have comments that they would like to share on the PZD proposal? At agenda session when this was presented to us, I have to say from a development stand point the incentive to have any kind of fast track in this slow wheel is incredible. I think that is a real benefit and I think that will get the attention of a lot of people and I think that is important to not slow things down when they don't have to be slowed down. I'm also mixed because I do think we offer in sight. I understand that we do not grant rezoning requests but I believe our discussion and what happens in the audience with staff and neighbors is beneficial to the City Council. However, I am willing to be cut out of the custom rezoning business if the Council thinks it was a good idea. If anyone else has anything to say about this issue you can say them now or email to Jeremy.

Myres: I plan to email my comments.

Ostner: If there is no further discussion, this is an administrative item which does not require a motion.

Meeting adjourned: 9:38 p.m.

From: "Hank Broyles" <hbroyles@bhallc.com>
To: "Jeremy Pate" <jpate@ci.fayetteville.ar.us>
Date: 5/23/05 9:37AM
Subject: Custom Zone

Good morning,

I would like to provide testimony in favor of the "Custom Zone". I think any step that skips the PC is wonderful.

We made numerous improvements to Aspen Ridge prior to our meeting with the planning commission. But they felt like they had to make changes to our proposal.

They think they have to make changes to every proposal they see.

I believe the PC has written guidelines to follow that instruct the PC to determine if the developer is complying with city ordinances. Not picking colors of buildings or how the buildings should sit on the site.

Many projects don't need their changes, but the PC now believes they are developers and know what is best for the City, so they make all kinds of changes, which I do not believe is within the scope of their authority.

As a developer, I am frustrated by these actions and I am willing to take the chance that I will make PC members mad at me by saying so. But, so what.

I also feel they should serve one term and leave.

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

7-Jun-05

City Council Meeting Date

Tim Conklin
Submitted By

Planning and Development
Division

Operations
Department

Action Required:

PZD ORDINANCE AMENDMENT: Submitted by Tim Conklin for Ordinance amendment to add an additional Planned Zoning District (PZD) option to allow applications to be approved as a Master Development Plan without submittal and approval of a large scale development or preliminary plat.

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

Budgeted Item ☐

Budget Adjustment Attached ☐

[Signature] 5-20-05
Department Director Date

Previous Ordinance or Resolution # n/a

[Signature] 5-25-05
City Attorney Date

Original Contract Date: n/a

Original Contract Number: n/a

[Signature] 5-25-05
Finance and Internal Service Director Date

Received in City Clerk's Office 

[Signature] 5/25/05
Mayor Date

Received in Mayor's Office

Comments:

City Council Meeting of October 05, 2004
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Through: Gary Dumas, Director of Operations

From: Tim Conklin, Planning and Development Management Director

Date: May 17, 2005

Subject: Ordinance amendment to add an additional Planned Zoning District (PZD) option to allow applications to be approved as a Master Development Plan without submittal and approval of a large scale development or preliminary plat.

RECOMMENDATION

The Planning Commission voted 8-0-0 on January 10, 2005 to recommend to the City Council. Planning Staff recommends approval of the Planned Zoning District Amendments.

BACKGROUND

Staff has brought forward amendments to the Planned Zoning District ordinance to address several issues that have been discovered since the passage of the ordinance in 2002. The following amendments are addressed in the proposed ordinance:

- Significant reduction in the amount of design and engineering required for submittal (No Large Scale Development and Preliminary Plat Required for land use changes)
- Standardization of required information for all PZD's Master Development Plans.
- Increased amount level of detail in written form as a "Statement of Commentments" to clarify what is presented to the City for approval
- Authorization to phase projects beyond the current expiration of approvals
- Authorization to administratively approve minor modifications

At the ordinance review committee on April 27, 2005, the committee discussed the idea of having PZD's that don't include preliminary plat and large scale development go directly to the City Council.

The committee asked staff to present this idea to the Planning Commission and get their comments. Staff has attached their comments regarding this issue.

The overall goal of this amendment is to meet the informational needs of the citizens, elected and appointed officials, the development community and staff to make informed policy decisions regarding land use changes within the community without development approval (Preliminary Plat and Large Scale Development).

DRAFT May 25, 2005

EXHIBIT A

166.06 Planned Zoning District (PZD)

(A) *Applicability.* To be considered for a planned zoning district, the applicant shall meet all of the following criteria:

- (1) *Location.* Eligible properties include those located within the city limits.
- (2) *Ownership.* Eligible applicants for preliminary plan review shall be a landowner of record or an authorized agent. The approved **PZD master** development plan shall be binding on all subsequent owners of the land until revised or modified.
- (3) *Size.* There shall be no minimum or maximum tract size for a PZD application.

(B) *Application.* The initial application for a PZD shall include the following items:

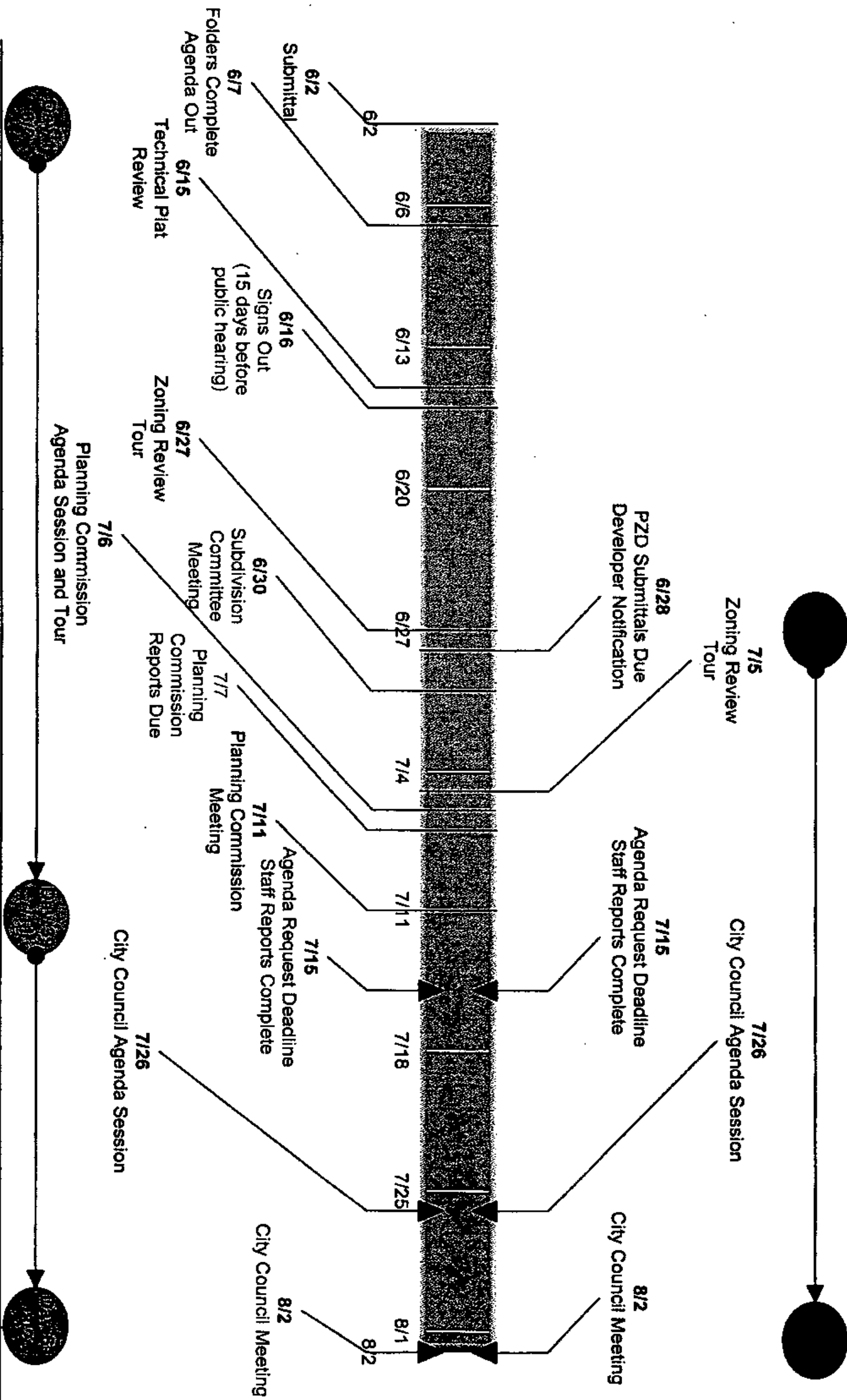
- (1) *Application.* Complete application form to request a PZD.
- (2) *Copies.* Copies of a **PZD master** development plan in accordance with the submission requirements on the project application form.
- (3) *Fee.* Applicant shall pay all required filing fees for a planned zoning district as set forth in Chapter 159 Fees of the UDC. If a subdivision or **large scale development** is proposed, a fee for **that application** shall also be paid.

(C) *Review and approval procedures.*

- (1) *Pre-application meeting.* Before submitting an application the landowner or authorized agent shall confer with the Planning Division in order to become familiar with the **PZD** process. The staff shall inform the applicant of any perceived problems that may arise. A further purpose of the pre-application meeting is to make sure the applicant has, or will be able to, submit the necessary information for filing the application. The intent of this conference is to provide guidance to the applicant prior to incurring substantial expense in the preparation of plans, surveys and other data required in a **PZD master development plan**.
- (2) *Required City Council Approval.* **PZD Master Development Plans that are processed without a preliminary plat or large scale development shall only require City Council approval.**
- (3) *Required Planning Commission and City Council Approval.* **PZD Master Development Plans that are processed with a preliminary plat or large scale development shall follow the procedures for large scale development and preliminary plat approval through the Planning Commission when processed concurrently as set forth in Chapter 166 of the UDC.**

25 Days Saved with the PZD "Fast-track" Approach

*B. 2. PZD Ordinance Amendment
6/21/05 City Council Meeting
Handled out
at Agenda
Session*



CITY OF FAYETTEVILLE, ARKANSAS

User Fee Cost Recovery Policy for City Services

Example Items: Section 11

ATTACHMENT #1

Policy Guideline Fee

Fee Service by Item on Section 11	Current Fee	Current Recovery %	25% of Departmental Cost	25% of Full Cost	75% of Departmental Cost	75% of Full Cost	100% of Departmental Cost	100% of Full Cost	Staff Proposed Recovery %	Staff Proposed Fee Amount
A. Drain Pipe Install: Small	\$ 225.00	44.15%						\$ 508.60	100.00%	\$ 500.00
Animal - Adoptions (excludes Spay/Neuter)	\$ 20.00	14.64%		\$ 34.15				\$ 136.60	25.00%	\$ 30.00
C. Soccer - Youth	\$ 30.00	29.10%	\$ 20.57		\$ 61.70		\$ 82.27	\$ 103.08	35.00%	\$ 40.00
D. Softball - Adult Teams (average)	\$ 385.00	24.30%	\$ 316.02		\$ 948.07		\$ 1,264.09	\$ 1,584.07	75.00%	\$ 1,200.00
E. Large Scale Development: Non-Residential	\$ 800.00	21.64%						\$ 3,696.89	37.87%	\$ 1,400.00
F. Building Safety Fees (Total Three Year Average Cost)	\$ 961,854.00	121.75%		\$ 197,506.25		\$ 592,518.75		\$ 790,025.00	100.00%	\$ 790,025.00
G. Taps - 4" Sewer	\$ 425.00	46.32%			\$ 688.10			\$ 917.46	75.00%	\$ 690.00
H. Meter Reconnect - After Hours/Weekends/Holidays	\$ 35.00	42.17%			\$ 83.00			\$ 83.00	100.00%	\$ 80.00

Source Data:
Bureau of Labor Statistics - All Urban Consumer Price Index7/31/1995
152.507/31/2004
189.30



In Here, It's Always Friday.™

Appeal

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June 2, 2005

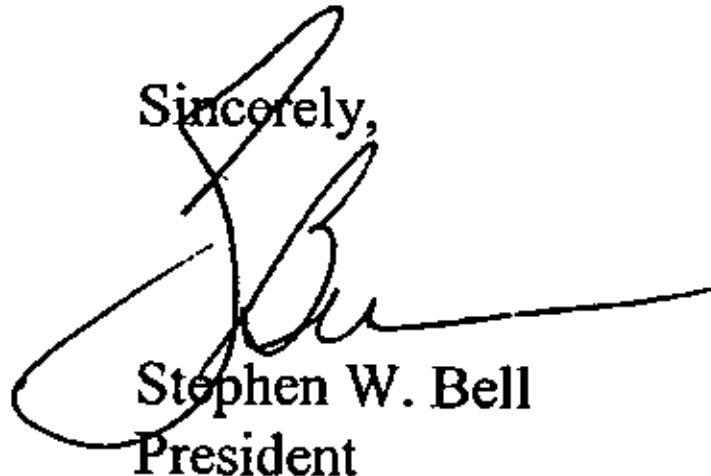
City Clerk's Office
Attention: City Clerk
113 W. Mountain Street
Fayetteville, AR 72701

Dear Sir:

On Monday, May 23, we had the opportunity to present our development plan to the Fayetteville Planning Commission for the construction of a T.G.I. Friday's restaurant at The Steele Crossing development in your city. I am pleased to say that, for the most part, our proposal met with approval, and we would like to move ahead with the construction of our restaurant. We did, however, have several issues that I would like to have your assistance in resolving. Our sign package was altered to exclude a rear sign and our trademark logo "In here, it's always Friday's" over the front entry. We believe that both signs fall within the guidelines of other restaurants in the area. We will be presenting our arguments to the City Council on June 21st. I have enclosed a picture of the door sign which we believe is tastefully done and will not be offensive to our guests or other visitors to the area. Would you please distribute the other pictures that I have enclosed to the Council Members for their review. As for the rear sign, we will be presenting examples of other restaurants that have been allowed signage similar to what we are requesting. As mentioned, we are anxious to get underway and would like any assistance you may be able to give us with resolving these issues.

Please feel free to call me should you have any questions.

Sincerely,



Stephen W. Bell
President

Enclosure

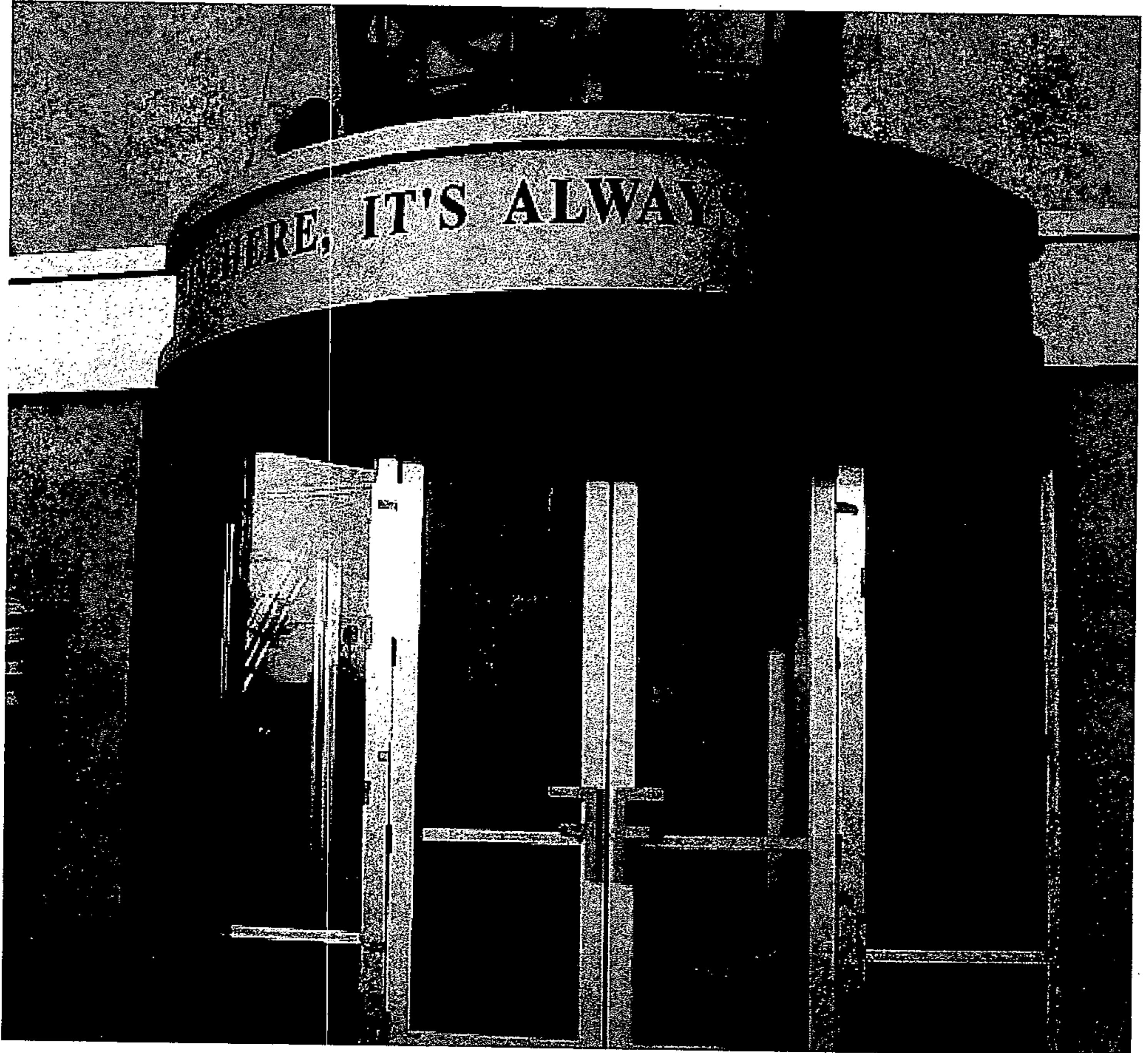
Tricorp Management Company
Licensed Franchisee
733 Crown Ind. Ct., Suite V
Chesterfield, MO 63005
(636) 537-9777
Fax (636) 537-9778

RECEIVED

JUN 03 2005

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Tabled to 7/5/05 with 6/21/05



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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DEPARTMENTAL CORRESPONDENCE

FROM		Payment	Origin Waybill Number
87124092		Bill to:	VIH 30025603440
T G I FRIDAYS TRICORP MGMT CO 733 CROWN IND CT STE V		Receiver 3rd Party	
CHESTERFIELD MO 63005		☐ Paid in Advance	1 800 Call-DHL
636-537-9277		Billing Reference (will appear on invoice)	
TO	Special Instructions	# of Pkgs Weight (LBS) Packaging One box must be checked	Next Day
City Clerk's Office	☐ SAT ☐ HAA	☐ Express Envelope ☐ Express Pack ☐ Other Packaging	10:30 ☒
113 W Mountain Street	☐ LAB ☐		Next Day 12:00 ☐
Fayetteville AR 72701			Next Day 3:00 ☐
City Clerk			2nd Day ☐
		30025 603440	
		30025 603440	
		30025 603440	

001 (03/04) S-11
PACKAGE LABEL



City Council Meeting of June 21, 2005
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: June 13, 2005

Subject: Planning Commission Appeal for TGI Friday's Restaurant (LSD 05-1468)

RECOMMENDATION

The Planning Commission voted on May 23 to approve a Conditional Use and Large Scale Development for TGI Friday's restaurant, located at the southwest corner of Mall Avenue and Van Asche Drive. Staff recommended approval of the project, with a total of fifteen conditions of approval.

BACKGROUND

Property description: The 2.10-acre lot is proposed to contain a 6,586 SF TGI Friday's restaurant with 116 parking spaces, which required a conditional use, as it is above the number allowed by ordinance. The site is located north of Logan's Roadhouse Restaurant, south of Fuddrucker's Restaurant, within the I-540 Design Overlay District.

Request: The applicant is appealing the conditions of approval set by the Planning Commission for the project regarding the allowed signage. At the time of Large Scale Development, the applicant was requesting a total of four (4) sign variances from the I-540 Design Overlay District requirements. The Planning Commission granted 2/4 of the variances, finding in favor of the requested monument sign with an attached slogan and finding in favor of the requested "Easy Come, Easy Go" directional signage for the curbside pickup area. The Planning Commission did not find in favor of an additional TGI Friday's wall sign, and found in favor of staff's recommendation to incorporate the requested "In here it's always Friday" slogan into the larger TGI Friday's wall sign in order to consider these as the same sign and to be consistent with other restaurants in the area.

Signage criteria in a commercial zoning district within the Design Overlay District (D.O.D.) differs from that within a commercial zoning district outside the Design Overlay District. Presently, the Planning Commission is the authority for variances on signage in the D.O.D. An applicant may appeal the Planning Commission's decisions to the City Council, which is the case here. Outside of the D.O.D., an applicant must comply with Ch. 174 Signs. The Zoning & Development Administrator has limited ability to grant appeals from Ch. 174; beyond that, an applicant must pursue action in Circuit Court. Variances from numbers of signs allowed is not within the authority of the Zoning & Development Administrator to grant, by city ordinance.

Staff finds that the current Design Overlay District ordinance requires Planning Commission approval for any wall sign that is beyond the name of the business, such as the corporate slogan "In here it's always Friday." Staff has supported many instances in this area for restaurants wanting to utilize these corporate slogans, as evidenced in the attached photographs. However, in order to recommend these slogans and permit them accordingly, the slogan is either directly or indirectly incorporated into the larger sign indicating the name of the business itself. If on another plane, the sign constitutes a separate wall sign, by ordinance; the number of wall signs allowed within the Design Overlay District is limited to one per street frontage. Staff and the Planning Commission recommends in favor of TGI Friday's retaining it's slogan, however it must be incorporated into the design of the overall sign face, and meet the size requirements set forth in the Unified Development Code.

DISCUSSION

This item was heard at the regular Planning Commission on May 23, 2005. The Large Scale Development was approved with a vote of 9-0-0. The applicant has submitted an appeal of the Planning Commission decision to the City Clerk within the 10-day appeal period.

BUDGET IMPACT

None.

161.24 Design Overlay District (I-540 Highway Corridor)

(A) *Purpose.* The purpose of establishing a Design Overlay District for the I-540 Highway Corridor is as follows:

- (1) To protect and enhance the distinctive scenic quality of the I-540 Highway Corridor by providing for nonresidential developments which will maximize preservation and enhancement of the natural, rural, and open character of the terrain and foliage.
- (2) To address the issues of traffic and safety.
- (3) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, drainage and heat islands.
- (4) To preserve and enhance the economic value and viability of property within and near the Overlay District for the I-540 Highway Corridor.

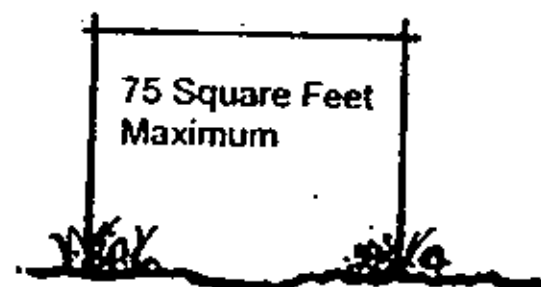
(D) *Nonresidential site design and development standards.*

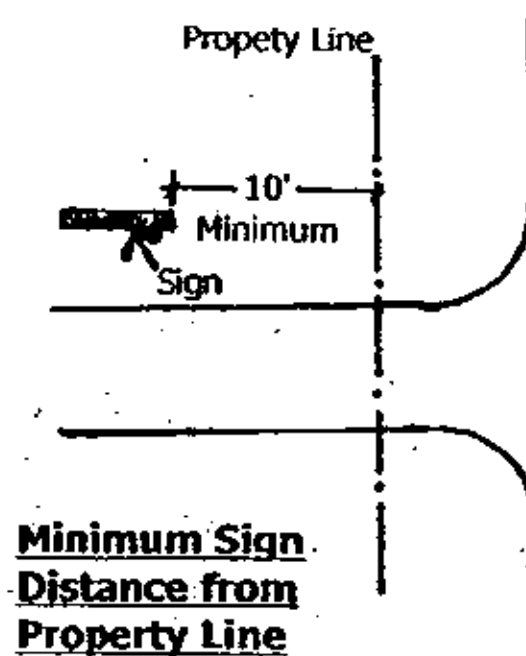
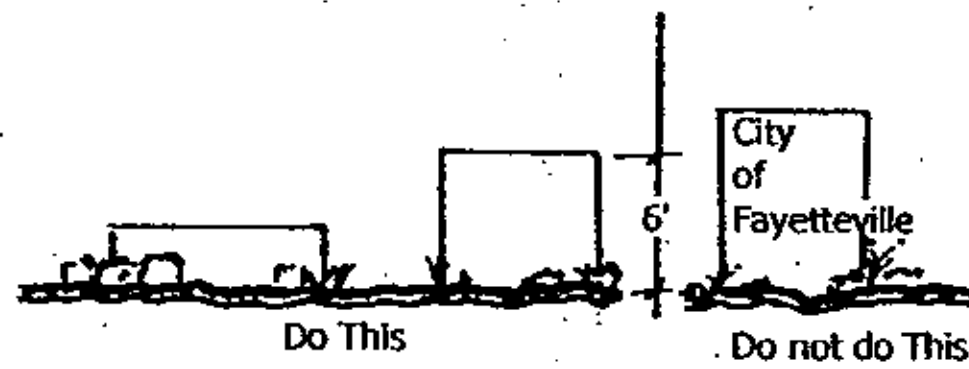
(1) *Greenspace.* A minimum of 25 feet of landscaped greenspace exclusive of right-of-way shall be provided along the highway right-of-way and any public street to which the development has frontage. Parking lots shall not encroach into the greenspace and shall be screened when abutting a required greenspace area. Trees shall be planted at the interval of one tree per 30 linear feet of greenspace area when practicable.

(2) *Signage.*

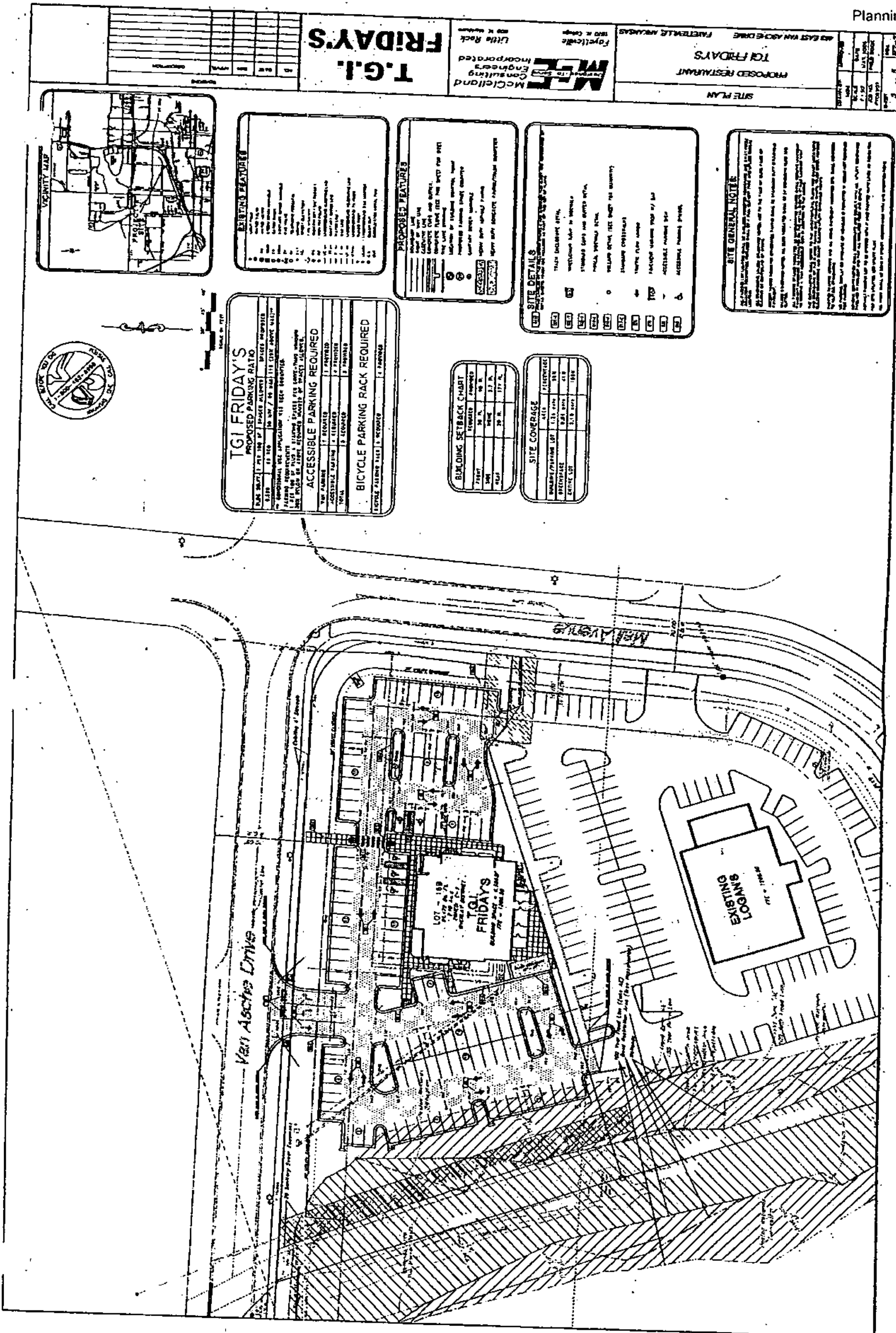
(a) *Nonresidential free-standing signs.*

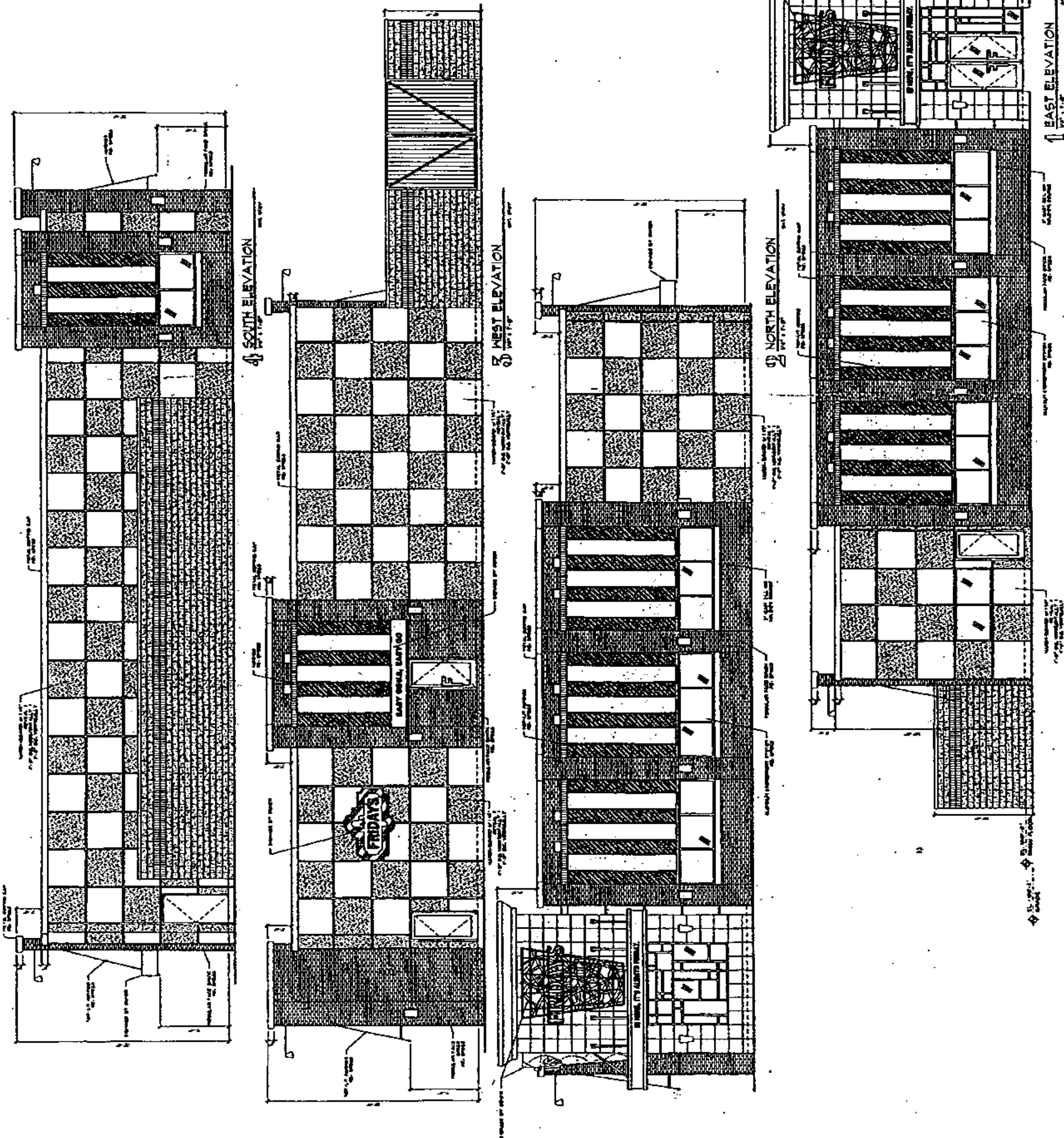
- (i) Each separate nonresidential lot will be allowed a single ground-mounted (monument) sign located on the building site. In the case of lots with double frontage, two ground-mounted (monument) signs shall be allowed.
- (ii) The sign shall be a maximum of six feet high, 75 square feet in area, and setback a minimum of 10 feet from the property line.





- (b) **Wall signs.** One wall sign may be installed per business. Sign area shall not exceed 20% of that wall area or 200 square feet, whichever is less. A second sign may be allowed if it is determined that the structure has more than one front facing a street or highway right-of-way.
- (c) **Illumination.** Only indirect lighting may be used for illumination of all signs.
- (d) **Multiple tenants.** The owner of the building shall be responsible for the provisions of one monument sign with sign area for multiple tenants.
- (e) **Sign content.** Content of monument and wall signs shall be limited to the name of the business. Advertising shall not be permitted on the structure, wall sign or monument.

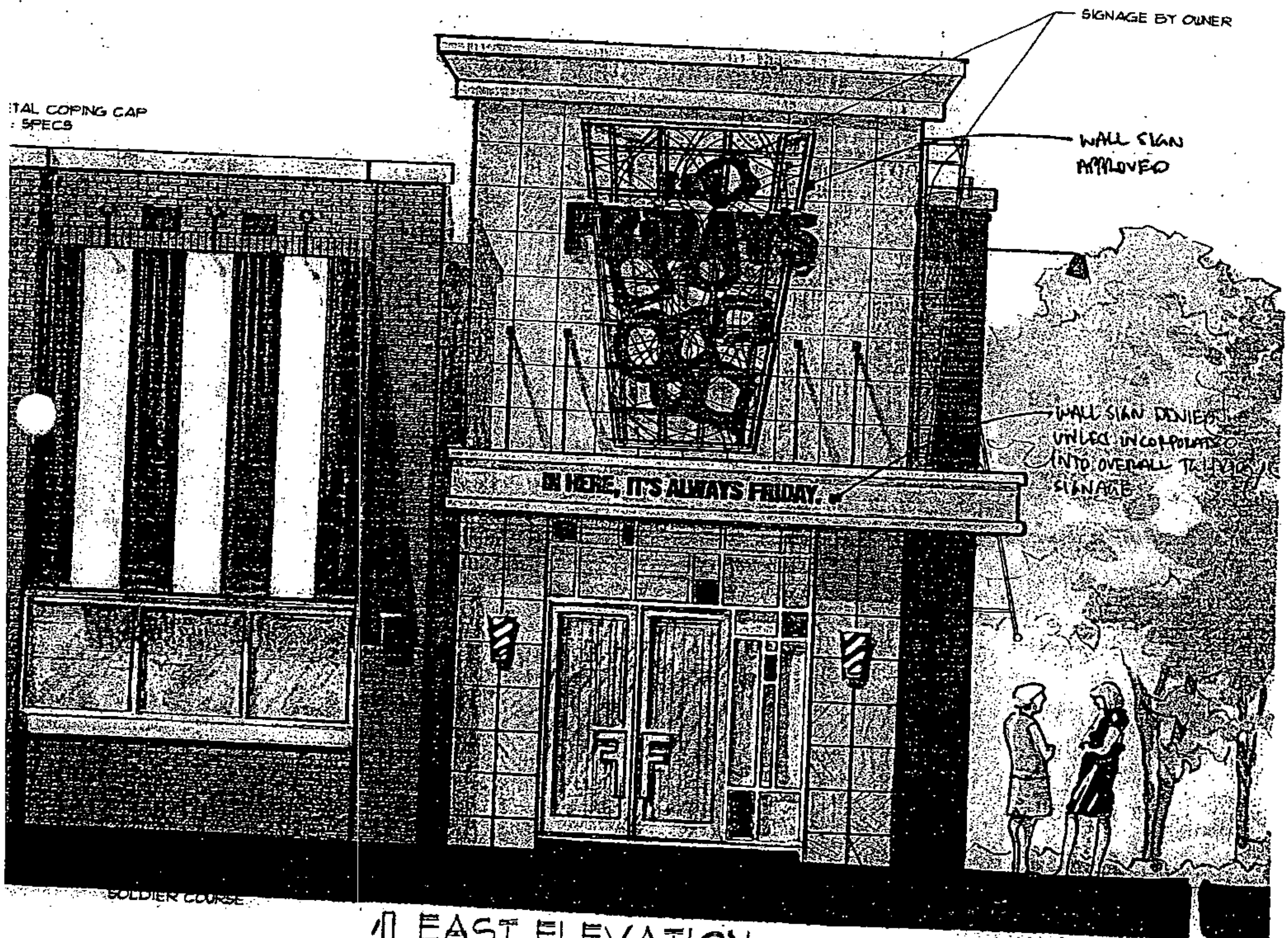




- DESIGN OVERLAY DISTRICT : 2 STREET FRONTS ALLOWS 2 WALL SIGNS
- APPLICANT'S PROPOSAL (ORIGINAL): 3 TGI FRIDAY SIGNS, 2 "IN HERE IT'S ALWAYS FRIDAY" SIGNS ON CANOPIES, 1 DIRECTIONAL SIG.
- PLANNING COMMISSION APPROVAL: 2 TGI FRIDAY SIGNS (ALLOWING SLOGAN IF INCORPORATED INTO THIS SIGN), 1 DIRECTIONAL SIG.

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EAST ELEVATION

3/16" = 1'-0"

(FACING MAIN AVENUE)

ext elev

SIGNAGE BY OWNER

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WALL SIGN APPROVED

ALL SIGN ON
WALLS DENTED
WALLS INCORPORATED
TO OVERALL
TGI FRIDAY SIGN.



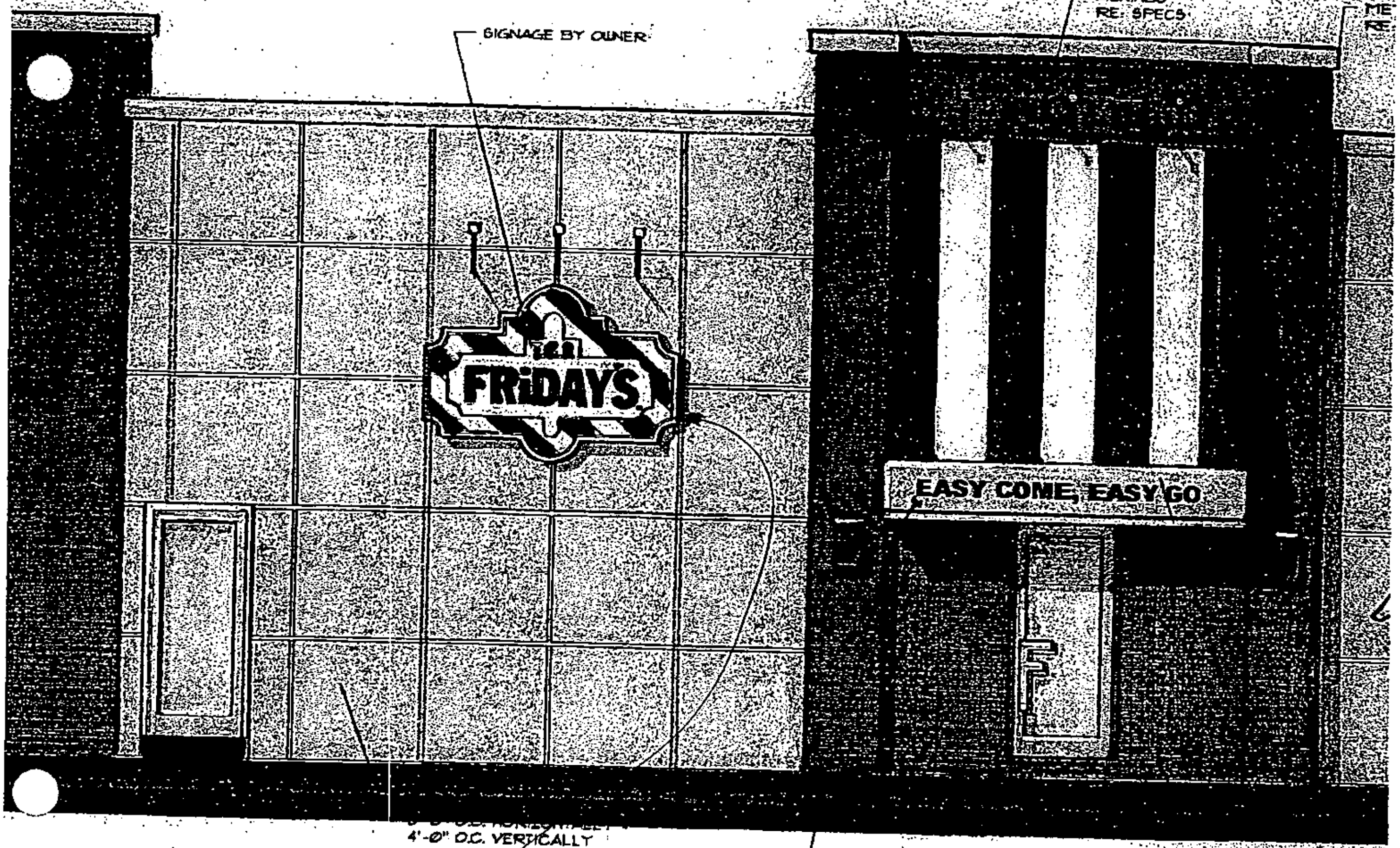
IN HERE, IT'S ALWAYS FRIDAY.

RE: SPEC

NORTH ELEVATION (FACING VAN ASCHER DR)

METAL COPING CAP
RE: SPEC

EIFS ON 2" FOAM (TT
w/ 1 1/2" REVEAL •
8'-0" OC. HORIZONTAL
4'-0" OC. VERTICAL



4'-0" O.C. VERTICALLY

ADDITIONAL WALL
SIGN DENIED

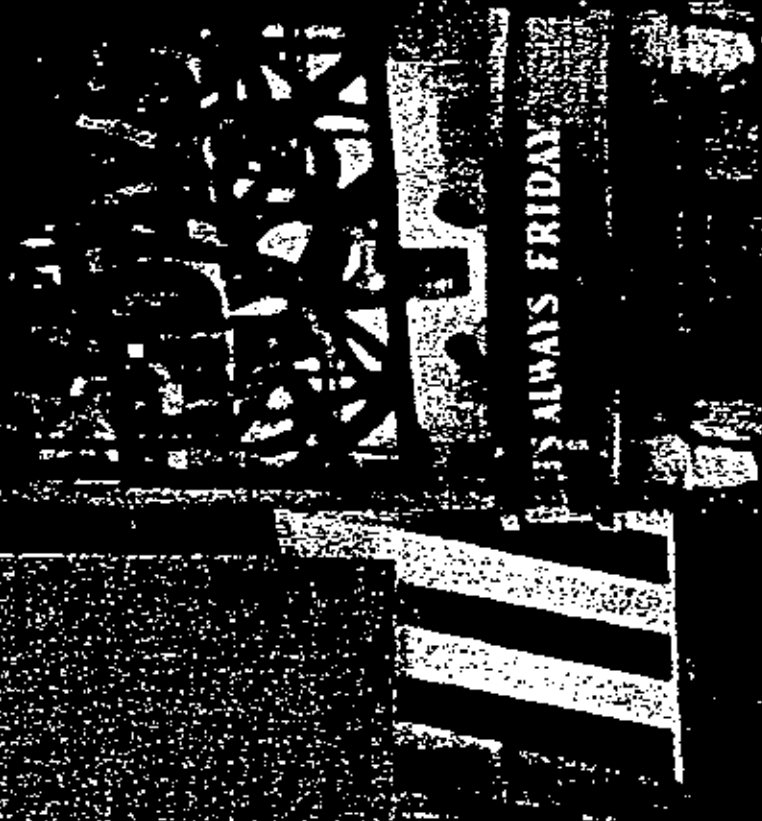
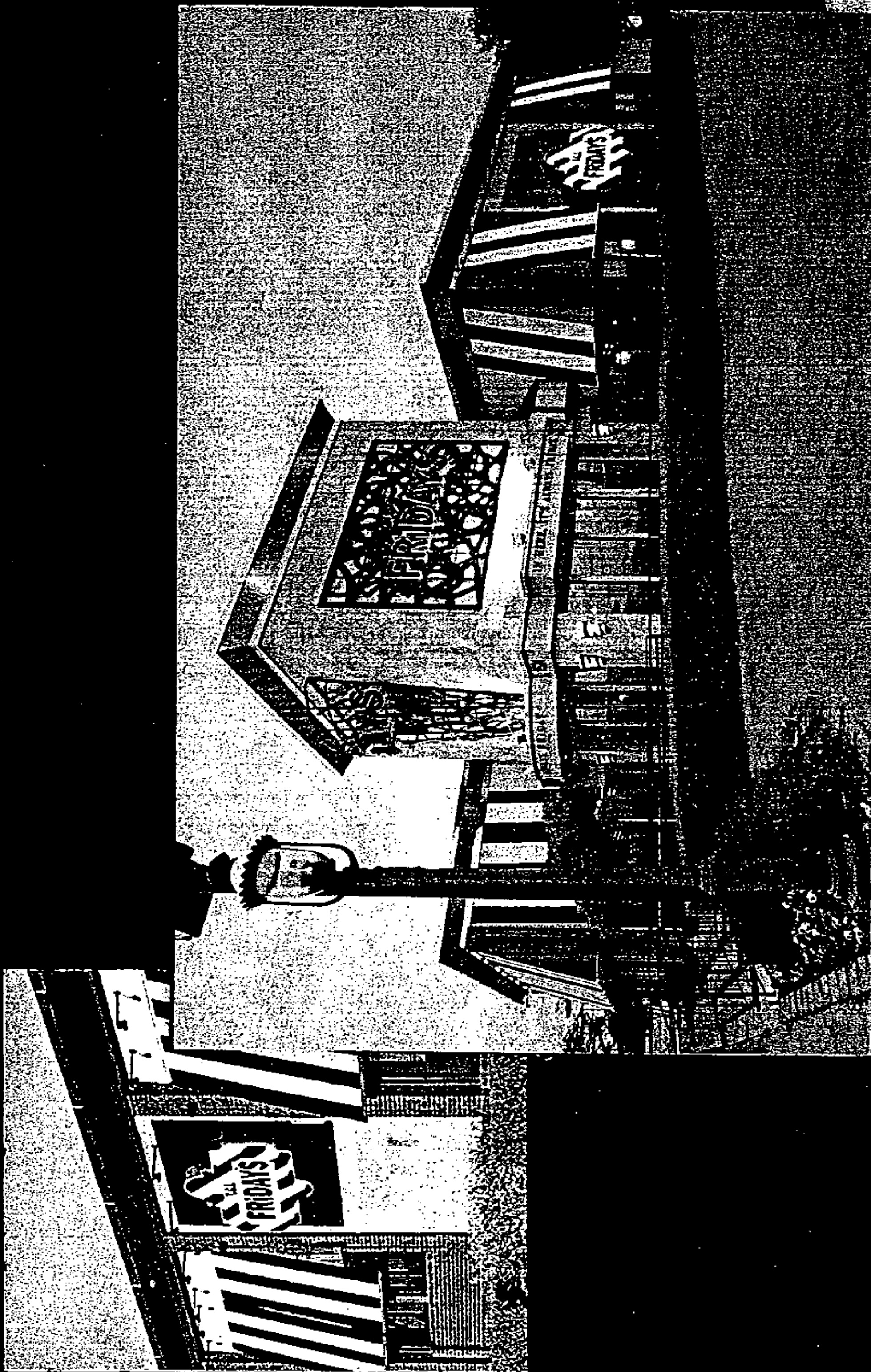
WEST ELEVATION
(FACING CREEK)

DIRECTIONAL SIGNAGE
APPROVED (MAX 45 FT),
ALONG WITH LANGUAGE

TGI FRIDAY'S
EVILLE, ARKANSAS

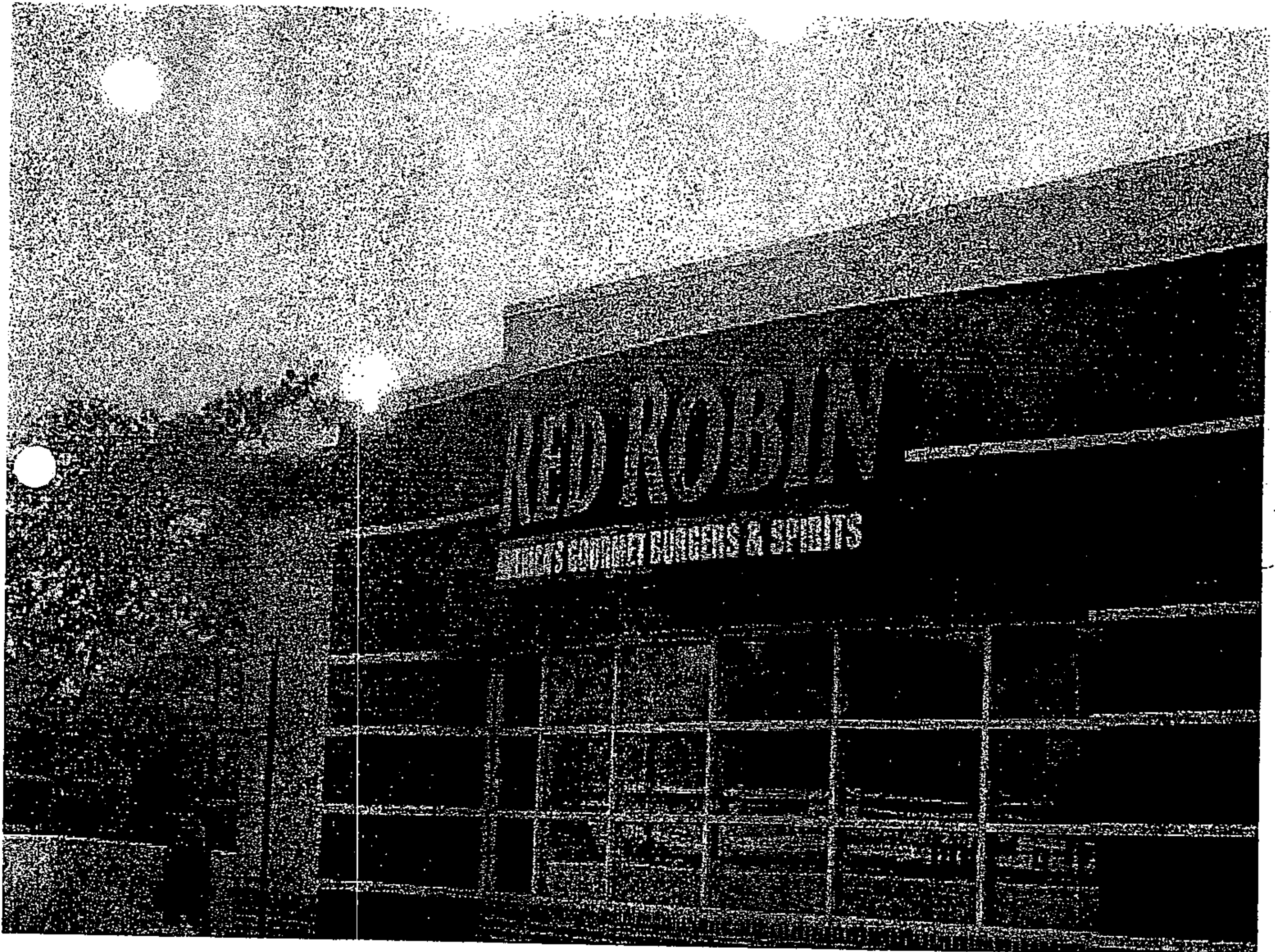
GRANITE OR EIFS ON 1 1/2" FOAM W/
REVEAL @ 18" O.C.E.W.



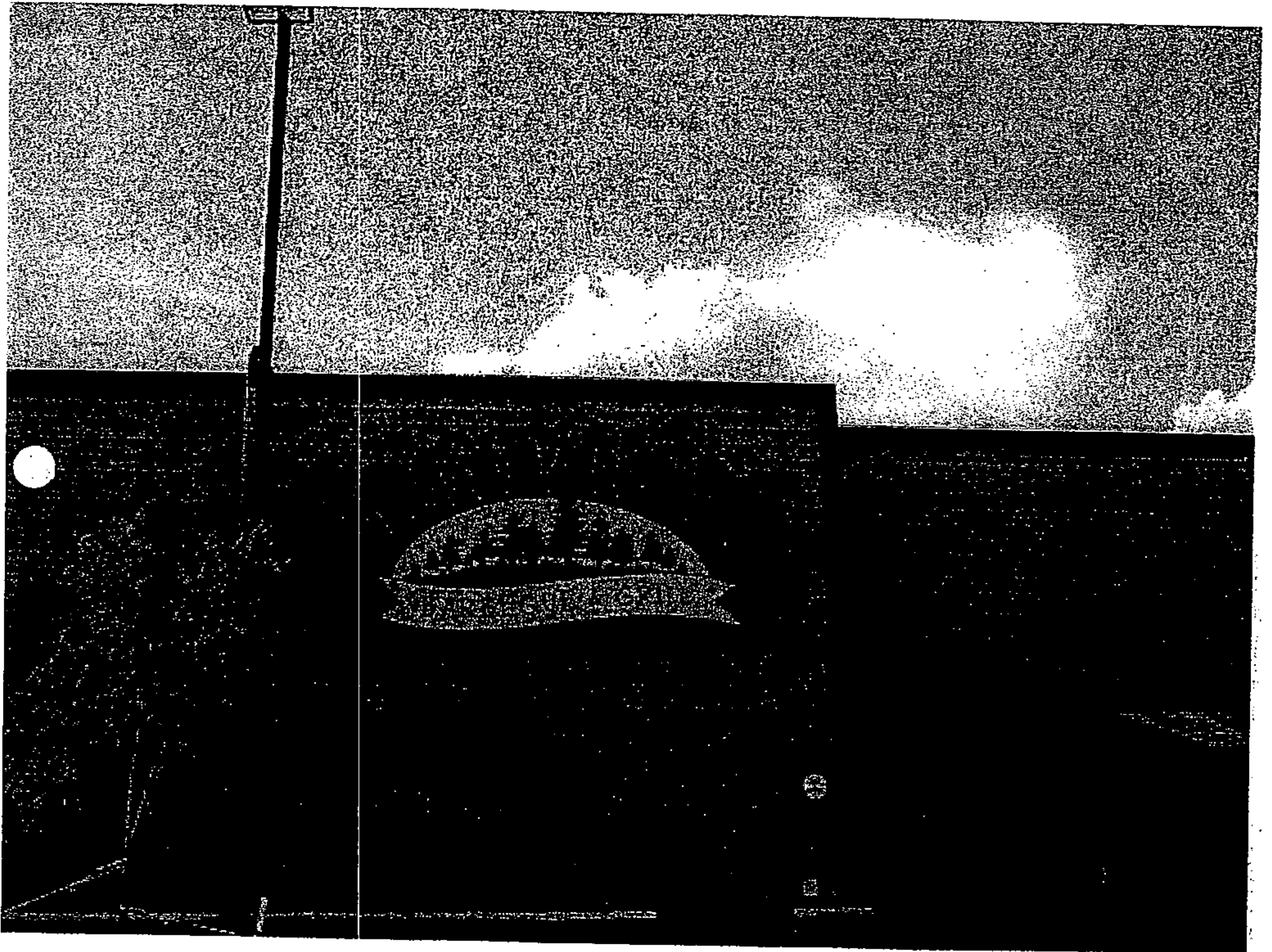




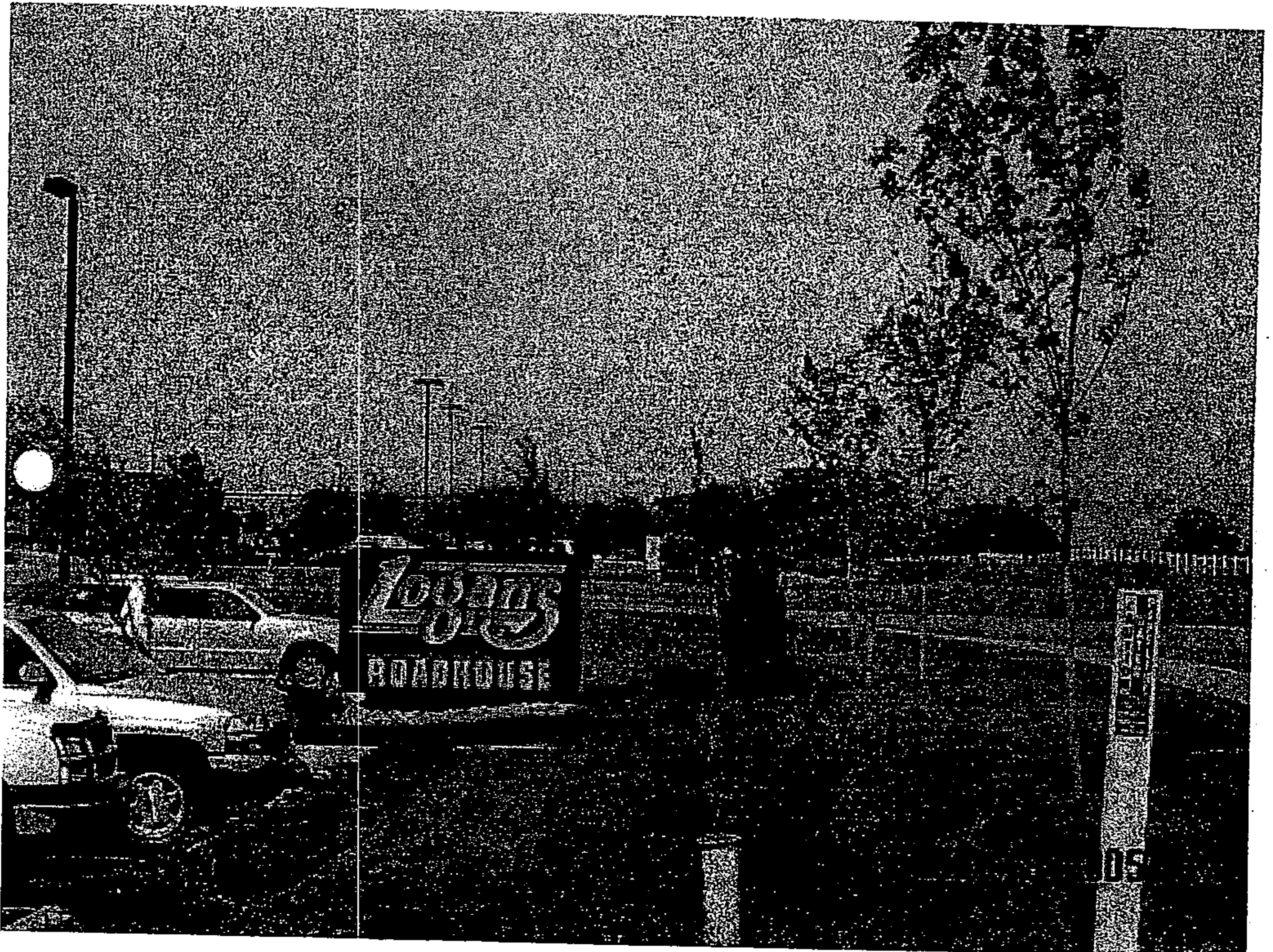


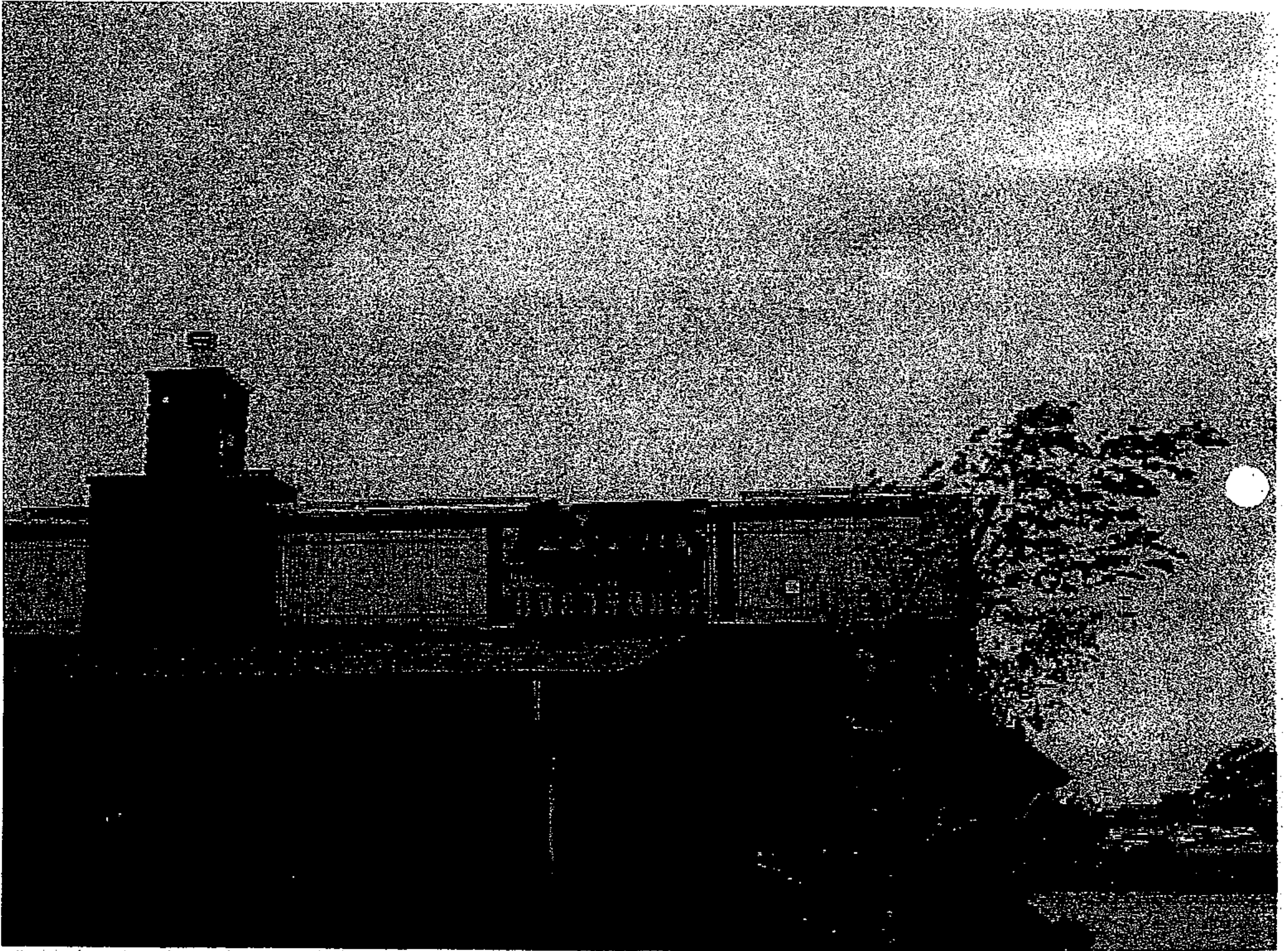














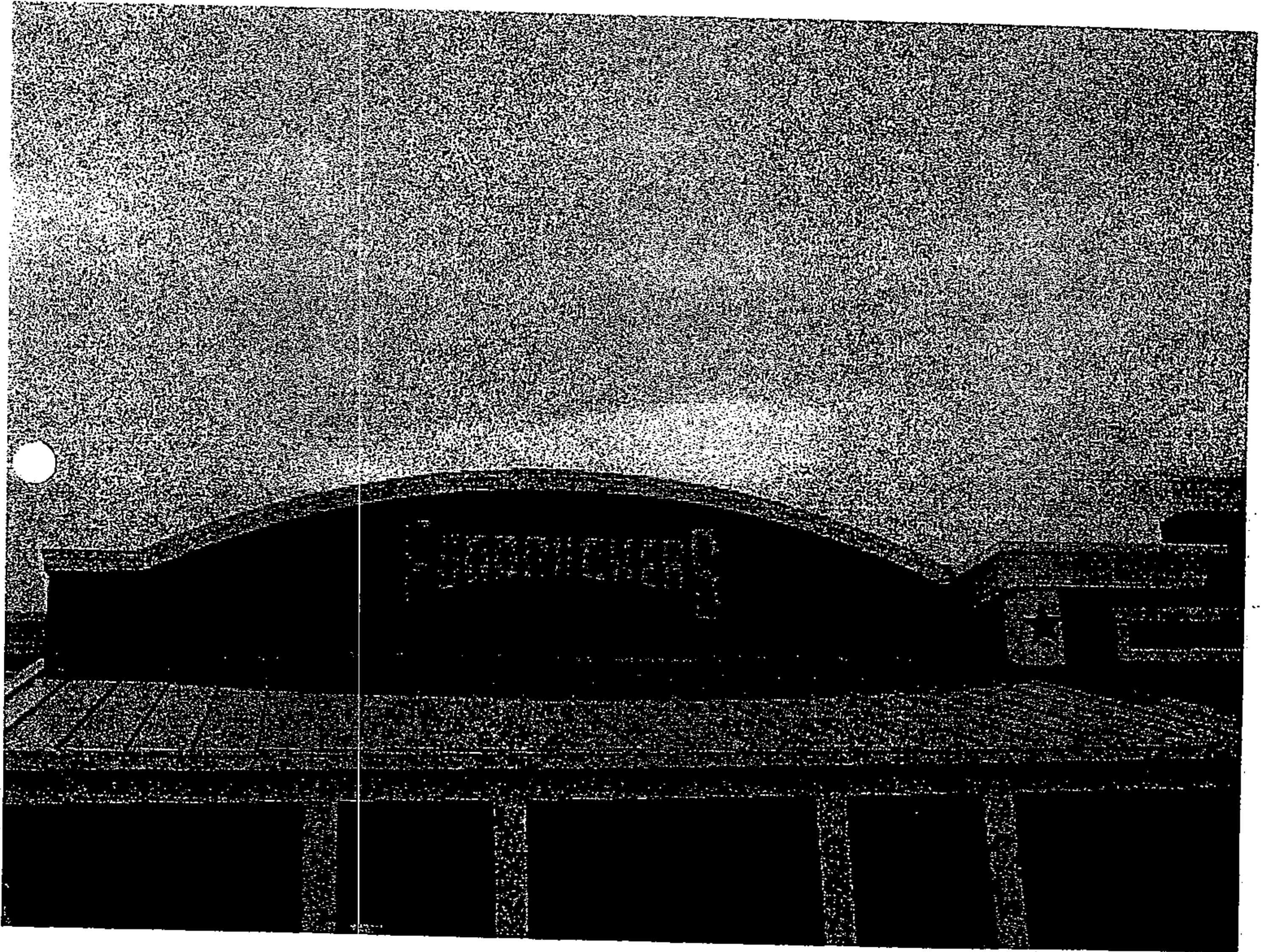


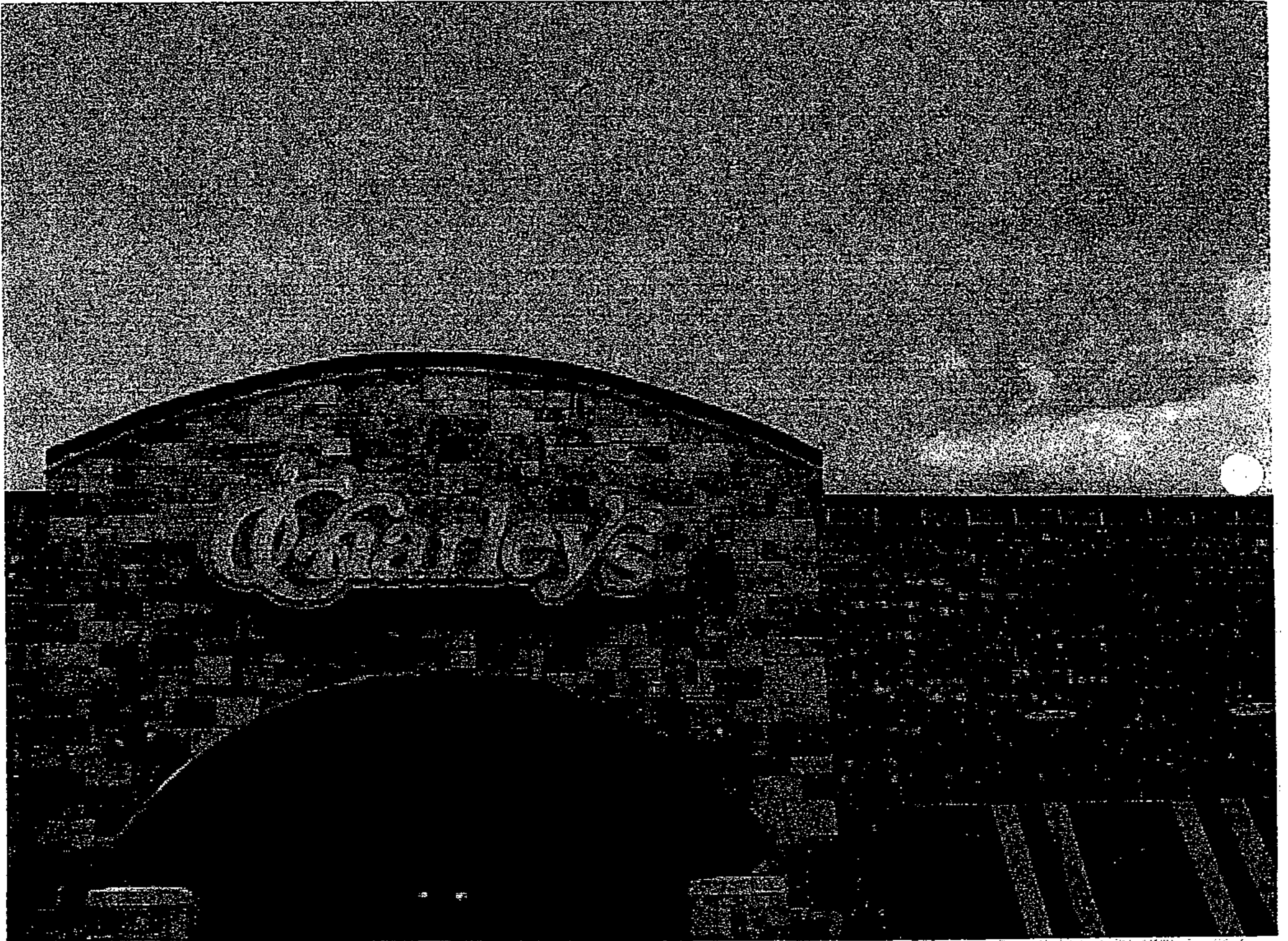


















PC Meeting of May 23, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Sr. Planner
Brent O'Neal, Staff Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: May 17, 2005-May 24, 2005

LSD 05-1468: Large Scale Development (TGI FRIDAY'S, 173): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at LOT 16B, CMN II, 463 E. VAN ASCHE DRIVE. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 2.10 acres. The request is to approve the development of a restaurant with approximately 6,586 square feet (SF) and 116 parking spaces proposed.

Property Owner: NANCHAR INC.
Submitted on behalf of: STEVE BELL

Property Owner: MARJORIE BROOKS
Planner: JEREMY PATE

Findings:

Background: The 4.53-acre Lot 16 parent tract was split into Lots 16a and 16b consisting of 2.43 and 2.10 acres, respectively, in February 2004. The subject Lot 16b is undeveloped and Lot 16a to the south contains Logan's Roadhouse Restaurant. Logan's Roadhouse Restaurant Large Scale Development was approved in March 2004. As part of the approval process for Logan's Roadhouse, a Conditional Use Permit was issued to allow additional parking spaces over the number allowed by city ordinance.

Property: The subject property is located within the city's Design Overlay District at the southeast corner of Mall Avenue and Van Ashe Drive, adjacent to Logan's Roadhouse restaurant and directly across from the Olive Garden restaurant. The property has street frontage and ingress/egress on both of these Collector streets. A north-south trending drainage on the western edge of the site contains a floodplain and wetlands. A single stand of willow trees associated with this unnamed tributary to Mud Creek supports 1,800 SF of tree canopy; however, none of the trees on the property are significant or champion specimens. Currently there is no development on the site.

Surrounding Land Use/Zoning:

Direction	Land Use	Zoning
North	Fuddruckers site (Lot 13a)	C-2, Thoroughfare Commercial
South	Logan's Roadhouse (Lot 16a), Shiloh Drive, Hwy 71B	C-2, Thoroughfare Commercial
East	Olive Garden (Lot 17)	C-2, Thoroughfare Commercial
West	Lot 15, Commercial Development	C-2, Thoroughfare Commercial

Proposal: The applicant proposes to construct a TGI Friday's restaurant in the Steele Crossing Subdivision. The subject property, Lot 16b, has frontage onto both Van Ashe Drive and Mall Avenue, and is located within the Design Overlay District. Along with Large Scale Development approval, the applicant seeks a Conditional Use Permit for 116 parking spaces; a maximum of 90 are allowed by right.

Request: The request is for Large Scale Development approval of the submitted site plans for TGI Friday's. Associated with this request, but not officially heard until Planning Commission, is a Conditional Use request to allow more parking and a variance to allow additional signage than that allowed by ordinance. These three items will be heard concurrently by the full Planning Commission.

Parking: The current parking ratio ordinance requires one (1) parking space per 100 SF of gross floor area. The number of parking spaces required for this project is thus 66 (6,586 / 100). The ordinance allows for a maximum number of 30% more parking spaces than the number permitted. Additionally, the ordinance allows for an additional four (4) parking spaces for a drive-through window, and the project's 'curbside' pick-up qualifies for these spaces. The maximum number of spaces permitted for this project is therefore 90 parking spaces (66 + 30% + 4). The applicant is requesting the Planning Commission to approve a total of 116 parking spaces, a conditional use for 26 more spaces than what is permitted by ordinance.

Parking Ratio:

Restaurant	Ratio	Square Feet	Required Spaces	Permitted 30% Overage + 4 Spaces for Drive-Up	Proposed	Requested Overage
TGI Friday's	1/100 SF	6,586	66 spaces	90	116	26 spaces – 29% over permitted 90

Signage Variance: The request for a signage variance to allow for additional signage is described under the Design Overlay District (DOD) findings and listed under the conditions of approval for the project.

Right-of-way being dedicated: Sufficient right-of-way exists along Van Ashe Drive and Mall Avenue (35 feet from centerline right-of-way).

Street Improvements: No street improvements are required of this developer.

Water/Sewer: Water and sewer are available to the site. Sewer is being extended from the southwest corner within an existing utility easement, and water will be extended to an existing water line adjacent to the site in a utility easement in Mall Avenue.

Parks: N/A

Adjacent Master Street Plan Streets: Van Ashe Drive (Collector), Mall Avenue (Collector)

Design Overlay District:

• **Greenspace:**

The applicant has complied with the 25' greenspace requirement along all rights-of-way.

Y • **Signage:**

Monument Sign: An elevation of the proposed monument sign has been submitted depicting the sign is less than 75 SF and 6 feet in height in conformance with City ordinance.

Monument Sign Variance Request: The applicant is requesting the Planning Commission approve a monument sign with both the TGI Friday's name and its associated slogan "In here it's always Friday" below. The DOD expressly limits the content of both monument and wall signage to the name of the business. *Staff recommendation: Approval*

Wall Sign: The applicant is allowed one (1) wall sign for each of the property's street frontages, to be 20% of the wall area or 200 SF, whichever is less. A maximum of two (2) wall signs are allowed for this project, based on site's frontage onto two public streets.

Wall Sign Variance Request: The applicant is requesting the Planning Commission to approve the following wall signs:

- Two (2) large wall signs depicting "TGI Friday's" at the restaurant's main entrance, the northeast corner of the structure. *Staff recommendation: Approval*
- Two (2) smaller wall signs underneath the large wall signs depicting TGI Friday's corporate slogan, "In Here It's Always Friday". Due to these slogans being on a different wall plane than the larger wall signs, and due to the slogan not being part of the corporate name, staff determined these slogans are each a separate wall sign. *Staff recommendation: See conditions.*
- One (1) smaller wall sign depicting "TGI Friday's" adjacent to the 'curbside' pick-up facility on the western side of the restaurant. *Staff recommendation: Denial*
- Additionally, TGI Friday's is requesting directional signage above the curbside pickup door stating "Easy Come, Easy Go". This signage is not

allowed in the DOD however a smaller 4 SF directional wall sign would be allowed at an entrance or exit for identification. *Staff recommendation: See conditions.*

- **Curb Cuts:** The proposal utilizes a curb cut from Van Asche Drive. The curb cut meets the minimum distance from an intersection (250') as required by ordinance. Two shared access points are proposed through the northwest and northeast corner of the adjacent Logan's Roadhouse (Lot 16a) property immediately to the south. A drainage/floodplain is located along the western edge of the property and precludes access from the west.
- **Lighting:** A note has been added to the plat indicating compliance with this requirement.
- **Exterior Appearance:** Elevations have been submitted for all four sides of the building. Planning Commission determination of architectural treatment of fronts, along with Commercial Design Standards, is required.
- **Building Material:** A materials sample board has been submitted for review.
- **Site Coverage:** The applicant has complied with the 25% open space requirement.
- **Fencing:** N/A
- **Outdoor Storage:** N/A
- **Access:** Pedestrian access from the street to the entrance of the structure by way of a designated walk is provided. Four (4) bicycle racks are to be provided for multi-modal access.

Tree Preservation: The project would remove all 1,800 SF of tree canopy on the site. However, no significant trees or groupings exist. The Landscape Administrator has approved tree preservation measures for this site, and waived the requirement of a Tree Preservation Plan, due to the approval of the overall Tree Preservation Plan for the CMN Business Park II.

Recommendation: Staff recommends LSD 05-1468 approval by the Planning Commission with the following conditions:

Conditions of Approval:

1. Planning Commission determination of Commercial Design Standards. *Based on the latest elevations submitted, staff finds all elevations and material samples presented meet the design standards set forth in the UDC. Full color elevations are to be*

presented at the Planning Commission meeting.

2. Planning Commission determination of the conditional use request for 116 parking spaces. Staff has reviewed the conditional use requests granted for other restaurants in the area allowing extra parking and found an average of 36% overage. The subject request (29% overage) would be consistent with parking variances granted by the Planning Commission to other vicinity restaurants. Staff supports a conditional use request for additional parking on this site due to its inherent separation from adjacent and different uses with different peak parking demands.
3. Planning Commission determination of sign variances.
 - ✓ Approved ■ Staff recommends approval of the monument sign requested with the slogan "In here it's always Friday" added, which is in keeping with other signs and slogans permitted in the area.
 - ✓ Approved ■ Staff recommends approval of the two large wall signs depicting TGI Friday's at the main entrance, given that they meet size requirements.
 - ✓ Denied ■ Staff recommends denial of the smaller slogans underneath the large wall signs unless they are incorporated into the overall larger sign and also meet DOD size requirements, which is also in keeping with other signs permitted in the area that have a slogan integrated into the sign face.
 - ✓ Denied ■ Staff recommends denial of the additional TGI Friday's wall sign on the west façade. Staff has reviewed the sign variance requests granted for other restaurants in the area allowing extra signage and found that an average of one additional sign has been allowed when unusual conditions exist on the site requiring a third sign - such as poor visibility or inability to provide a monument sign. The decision for approval of a sign variance is based on a set of criteria that unusual conditions/circumstances are particular to the subject land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. Staff does not find that the subject site has unusual conditions/circumstances not applicable to other land, structures, or buildings in the district that would require additional wall signs. The site has high visibility from two street frontages and staff is not aware of special conditions that would warrant a sign variance.
 - ✓ Approved ■ ~~Staff recommends the denial of the "Easy Come, Easy Go" wall signage on the west façade and recommends directional signage in accordance with City ordinances to identify this area (maximum 4 SF wall sign), stating "Curb side pickup," "Customer pickup," or other similar directional/identifying signage.~~
 - PLANNING COMMISSION ALLOWED THE DIRECTIONAL SIGNAGE "EASY COME, EASY GO" ON THE WEST FAÇADE IN ACCORDANCE WITH CITY ORDINANCE (MAXIMUM 4 SF DIRECTIONAL SIGN).
4. Wall signs shall not project more than 18 inches from the surface upon which they are mounted, and shall be affixed parallel to the wall or printed on the wall in such a manner as to read parallel to the wall on which it is mounted, based on City of Fayetteville Ch. 174 Signs.
5. Wall signs shall not exceed 20% of the wall area or 200 SF, whichever is less, based

on Design Overlay District sign ordinances.

6. Prior to issuance of a building permit, the access easement document allowing for the proposed second access to Logan's shall be filed and a copy provided to the City Planning Division.
7. In accordance with the Final Plat of CMN Business Park II, Phase II, "Each individual tract developer shall employ an environmental specialist to ensure that the spirit and letter of the Section 404 Permit from the U.S. Army Corps of Engineers will be complied with in the development of the lot." The developer shall comply with this requirement prior to the issuance of a building permit.

Standard Conditions of approval:

8. Trash enclosures shall be screened with access not visible from the street, with materials that are complimentary to and compatible with the proposed building. Access to the enclosure shall not be visible from the street, pursuant to city ordinance.
9. Parking lot lighting shall be shielded and directed away from adjoining properties and utilize high pressure sodium lighting or energy equivalent.
10. **All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure.**
11. 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)
12. 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.
13. Large scale development shall be valid for one calendar year.
14. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - b. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - c. Project Disk with all final revisions
 - d. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
 - e. Completion of all required improvements or the placement of a surety

with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

15. Additional conditions:

Planning Commission Action: ☒ **Approved** ☐ **Denied**

Meeting Date: May 23, 2005

Comments: PLANNING COMMISSION APPROVED WITH A VOTE OF 9-0

The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

Signature

Date



PC Meeting of May 23, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville Planning Commission

From: Jeremy Pate, Landscape Administrator

Date: May 18, 2005

ITEM #: LSD 05-1468 (TGI Friday's)

TREE PRESERVATION PLAN

1. Waived. Tree Preservation measures have been approved for this site, and no significant trees or groupings exist. A tree preservation plan was previously approved for the Steele Crossing Subdivision. The deed restricted area identified on the western edge of lot 16 is this site's tree preservation area. Please clearly identify this area as a tree preservation area on an easement plat. Both graphic designations, and a legal description of this area should be placed on an easement plat. The signature block for the Landscape Administrator should reflect the language provided below:

Tree Preservation Area

The Tree Preservation Areas as indicated on this easement plat constitute a covenant running with the title of the subject property and is denoted for the property owners and their future successors, assignees or transferees to preserve, protect and maintain existing tree canopy. No tree removal or land disturbance as defined within the City of Fayetteville Unified Development Code may occur within the Tree Preservation Area unless approved by the City of Fayetteville. Persons seeking removal of such Tree Preservation Areas, or requesting to modify the property in such a way as to effect the canopy within, must seek approval from the City Council through a request made by the Landscape Administrator of the City of Fayetteville

Approved by _____ Date _____
City of Fayetteville Landscape Administrator



PC Meeting of May 23, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

LANDSCAPE REVIEW FORM

To: Fayetteville Planning Commission

From: Jeremy Pate, Landscape Administrator

Date: May 18, 2005

ITEM #: LSD 05-1468 (TGI Friday's)

Applicable Requirements:

✓	Off-Street Parking
✓	Commercial Design Standards
	Buffers and Screening
✓	I-40 Design Overlay

Plan Checklist:

- ✓ submitted by applicant
- ✗ requested

Preliminary Submittal	Final Submittal	
		Off-Street Parking and Loading
	✓	wheel stops / curbs
	✓	irrigation
	✓	edged landscape beds indicated
	✓	species of plant material identified
	✓	size of plant material at time of installation indicated
	✓	interior landscaping
		narrow tree lawn (8' min. width, 17' min. length / 1 tree per 15 spaces)
		tree island (10' min. width / 1 tree per 12 spaces)
	✗	perimeter landscaping
		side and rear property lines (5' landscaped)
		adjacent to street R.O.W (15' greenspace exclusive for landscaping / 1 street tree every 30 L.F., a continuous planting of shrubs and ground cover - 50% evergreen)
	✓	soil amendments notes include that soil is amended and sod removed
	✓	mulching notes indicate mulching around trees and within landscape beds.
	✓	planting details according to Fayetteville's Landscape Manual

Preliminary Submittal	Final Submittal	Commercial Design Standards
	✓	greenspace adjacent to street R.O.W. (15' wide)
	✓	street trees planted every 30' L.F. along R.O.W.
		outdoor storage screened with landscaping
		Buffer Strips and Screening
		landscaped area (12' min.)
		fence required
		outdoor storage screened with landscaping
		non-residential landscape screen when adjacent to residential zones
		landscape requirement for setback reduction
		Overlay District Requirements
	✓	greenspace adjacent to street R.O.W. (25' wide)
	✓	street trees planted every 30' L.F. along R.O.W.
	✓	25% of total site area left in greenspace (80% landscaped)
	✓	parking lots and outdoor storage screened with landscaping

Recommendation: Approval of the landscape plan associated with LSD 05-1486.

P.O. Box 1229
Fayetteville, Arkansas 72702-1229
479-443-2377
FAX 479-443-9241

To: The City of Fayetteville

Date: May 16, 2005

Re: Conditional Use Application for Parking Variance - Lot 16B CMN Business Park
REVISIONS BASED UPON MEETINGS WITH CITY PLANNING STAFF

TGI Friday's proposed restaurant is a stand-alone facility consisting of approximately 6,586 square feet of building area. T.G.I. Friday's estimates its Fayetteville restaurant to serve an average of 800 to 1000 patrons per business day. Hours of operation will be from 11:00 am to 12:00 am Sunday through Thursday and extending closing to 1:00 am Friday and Saturday. Normal amounts of staff will range between 25 and 30 people during any given time of day.

Per section 172.05 of the UDC, Restaurants require 1 parking space per 100 square feet of GFA (plus or minus 30%) plus 4 parking spaces per drive-thru window. Therefore our 6,586 square foot facility would require between 46 (minimum) and 86 (maximum) parking spaces plus an additional 4 parking spaces for a traditional drive-thru (50 (minimum) and 90 (maximum)). Similar to a traditional drive-thru, T.G.I. Friday's plans to provide guest pick-up services, allowing patrons to call ahead food orders and pick them up without having to actually enter the facility.

Assuming a minimum of 25 parking spaces are to be utilized by T.G.I. Friday's staff and another 3 parking spaces dedicated for the pick up service, a maximum of 62 parking spaces would be available for restaurant patrons (without the conditional use). The restaurant is proposing a total of 210 seats. Therefore, in order for T.G.I. Friday's to meet it's expected daily average of 75% capacity, the average automobile would be required to carry 2.5 people and in order to reach full capacity the average automobile would be required to carry 3.4 people. T.G.I. Friday's cannot risk their parking lot filling to capacity before their dining tables are occupied.

Lot 16 has limited shared parking opportunities. On-street, parallel parking is not an option. Van Asche Drive on the North, Mall Avenue on the East and Shiloh Drive on the South surrounds Lot 16 on three sides. The existing creek, wetland, and floodway prevent access to the large parking lots to the West. The entirety of Lot 16 consists of two parcels of land to be utilized by restaurants (Logan's and T.G.I. Friday's), both with similar peak-use demand times. T.G.I. Friday's has partnered with the existing Logan's Steakhouse Restaurant to improve access between the two adjacent sites and thus maximize usage of the parking spaces available.

Proposed are 116 total spaces to be provided to serve the proposed T.G.I. Friday's. This number represents 26 parking spaces (28.9%) over the maximum number of parking spaces allowed without obtaining a conditional use. Using the same method of calculating building square footage as our immediate neighbors, this makes TGI Friday's conditional use request one of the lowest in the area.

T.G.I. Friday's has traditionally been a very popular restaurant and looks forward to doing business in the Fayetteville area. As with other popular restaurants in this vicinity, limited parking capacity has proved to be a persistent challenge. We request that both City Staff recommends and Planning Commission approves our request for additional parking spaces.

Please let me know if you have any questions or concerns regarding this request.

Thanks,



Mike G. Morgan
McClelland Consulting Engineers, Inc.
(479) 443-2377

P.O. Box 1229

Fayetteville, Arkansas 72702-1229

479-443-2377

FAX 479-443-9241



To: The City of Fayetteville

Date: May 16, 2005

Re: Signage Variance – Three Wall Signs Proposed

The proposed TGI Friday's front two collector streets (Van Asche and Mall Ave.) along it's northern and eastern side respectfully and is therefore allowed two (2) wall signs by ordinance.

Due to both the natural, high degree of visibility of the TGI Friday's lot (Lot 16B) and the additional connectivity to the Logan's lot, the proposed TGI Friday's has no real rear or side elevations – all four sides of the building have been reviewed and designed as though they front a street or intersection. Even the southern, 'rear' elevation (the elevation containing the service yard and trash enclosures) would benefit from receiving a wall sign due to its high degree of visibility.

TGI Friday's respectfully requests a third, smaller wall sign adjacent to the pick-up facility along the western side of the building. This pick-up facility and associated wall sign is intended to be observed by patrons who call-in dinner orders ahead of time and come to the restaurant to pick them up 'curbside'. The intent of this 'curbside' pick-up facility is to have restaurant patrons by-pass the restaurant's main entrance located at the northeast corner of the building and receive their service from the western side.

The pair of large, stylized TGI Friday's wall signs designates the main entrance to the restaurant – allowing traditional patrons to come inside and sit down for a meal. Conversely, the smaller, inconspicuous TGI Friday's wall sign would designate the smaller, 'curbside' entrance to the restaurant. Traditional drive-through facilities direct traffic around a building, past a ordering kiosk and in the direction of a pick-up window – relying upon traditional building and monument signage to direct customers to the facility. Contemporary 'curbside' pick-up facilities, lacking the assistance of a designated drive-through lane, require an additional, albeit smaller piece of wall signage to indicate where patrons can pick-up their orders.

Please let me know if you have any questions or concerns regarding this request,

Thanks,

Mike G. Morgan
McClelland Consulting Engineers, Inc.
(479) 443-2377

REF 22X3-102 FOR
ADDITIONAL INFORMATION
FABRICATED OF ALUM. SIGN
CAPTIVE W/ BLACK
ACRYLIC URETHANE FINISH
FINISH RETAINED & FILLED
PROVIDED BY OWNER

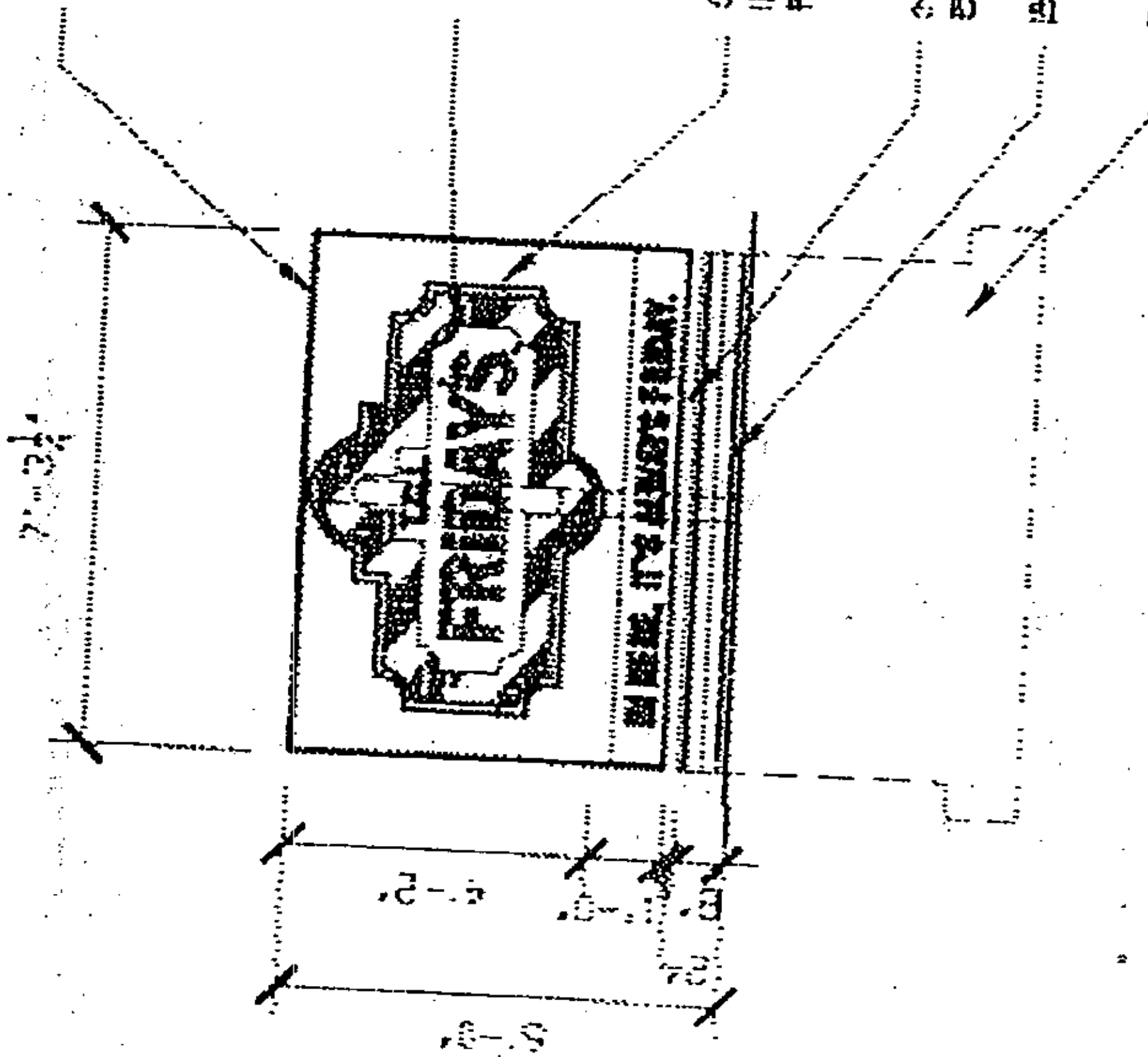
"HOLIDAY" LITERATURE

ॐ नमो भगवते वासुदेवाय ॥
 श्रीकृष्णार्चनम्
 श्रीकृष्णाय नमः ॥

INTERNAL POLICE REPORT

15
14
13
12
11

REFER TO STRENGTHENING
DRAINAGE HOLES
DRAINAGE HOLES
DRAINAGE HOLES
DRAINAGE HOLES



A2 MONUMENT SIGN ELEVATION / SECTION
1/4" x 1'-0"

FABRICATED 3/4" ALUM.
SIGN CABINET W/ BLACK
ACRYLIC URETHANE ENAMEL
FINISH RETAINERS &
FILLER PROVIDED BY
(OWNER)

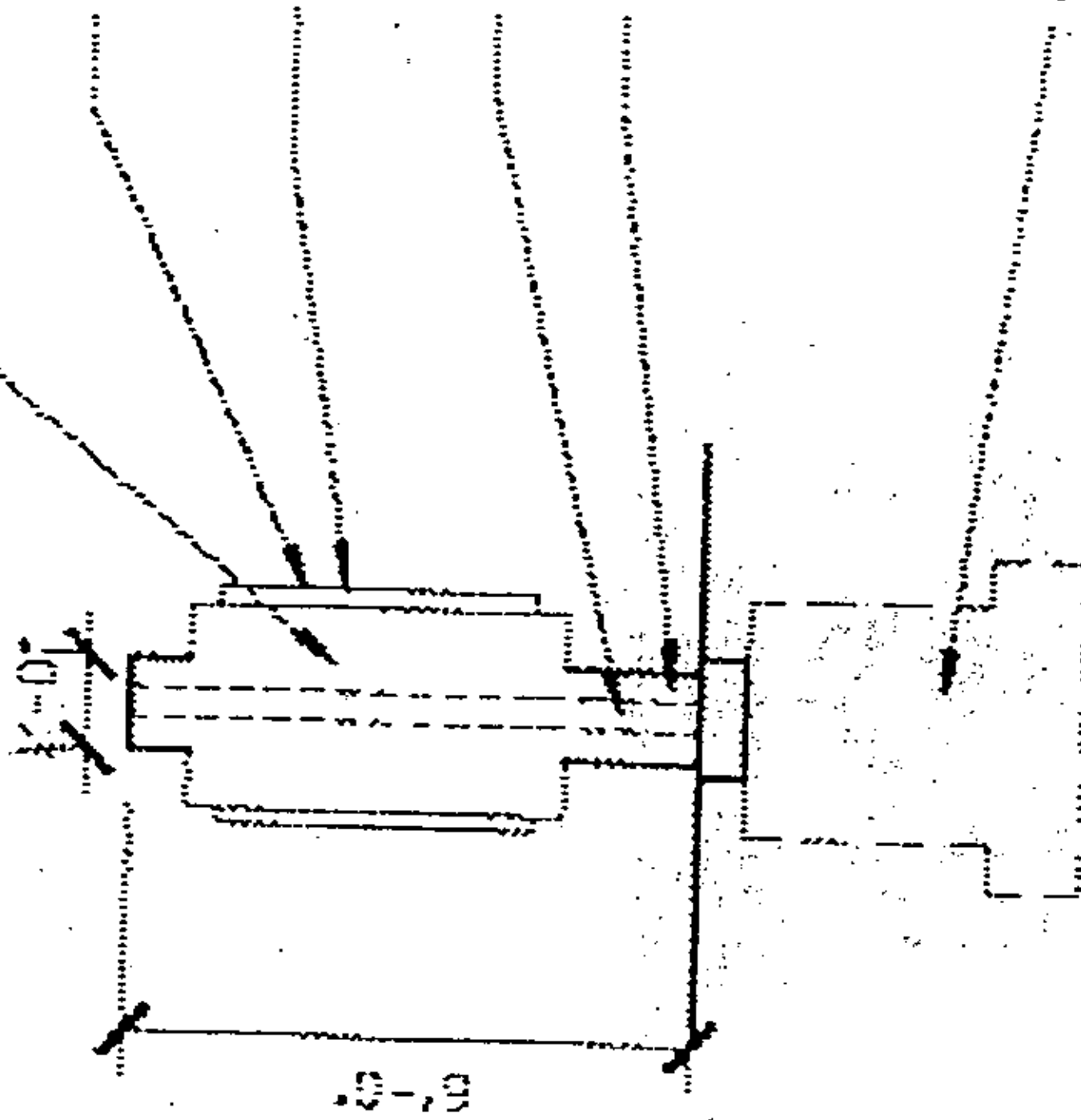
"FRIDAY'S" LETTERING

SIGN FACED INTERNALLY
ILLUMINATED PER
FABRICATORS SPECS.

INTERNAL POLE PAINT
BLACK

BLADE - BY SIGN
PROVIDER

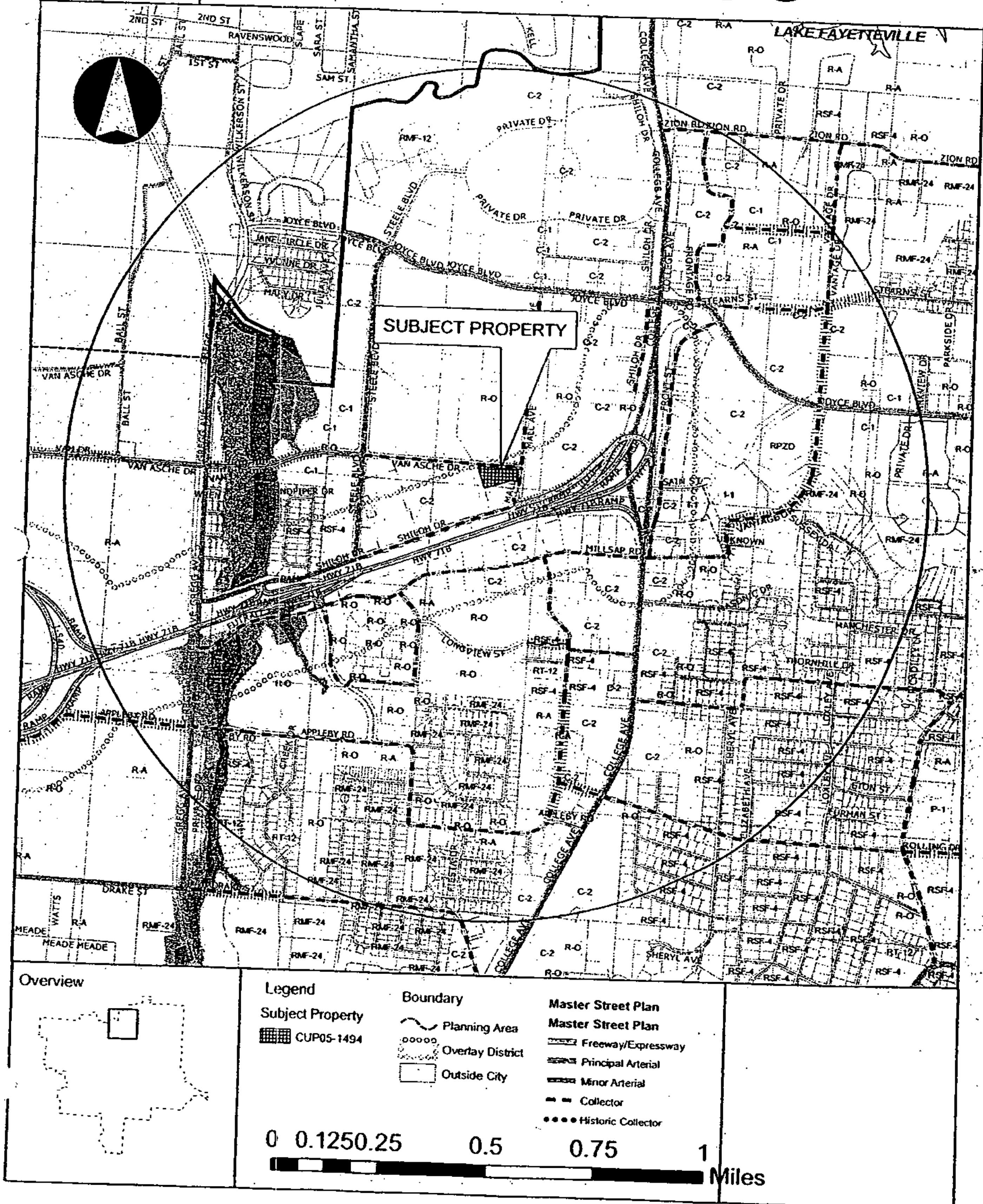
REF. TO STRUCTURAL
DRAWING FOR
FOUNDATION
(REQUIREMENTS & SITE
CONDITIONS)



A3 MONUMENT SIGN ELEVATION / SECTION
1/4" = 1'-0"

One Mile View

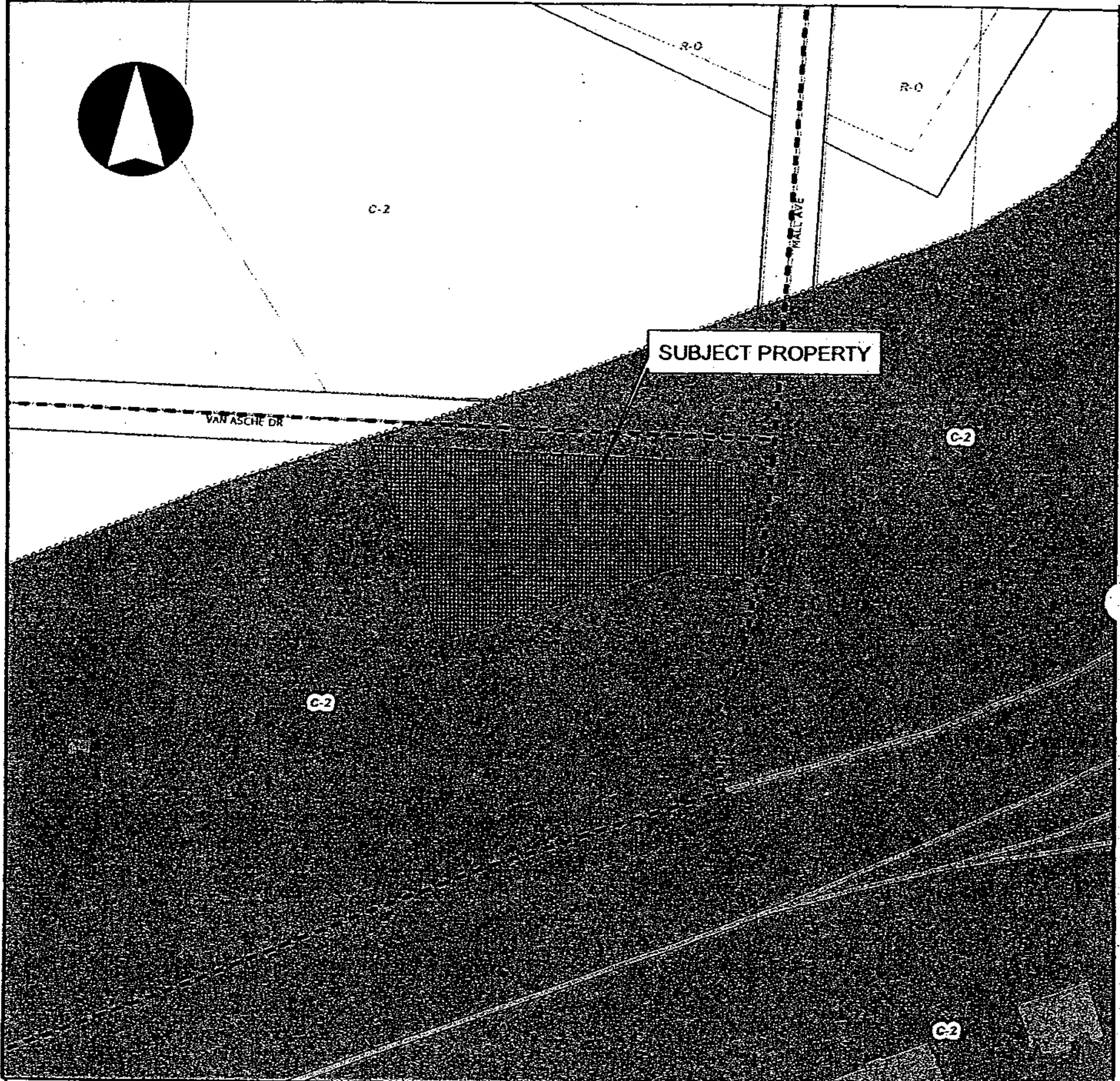
TGI FRIDAY'S



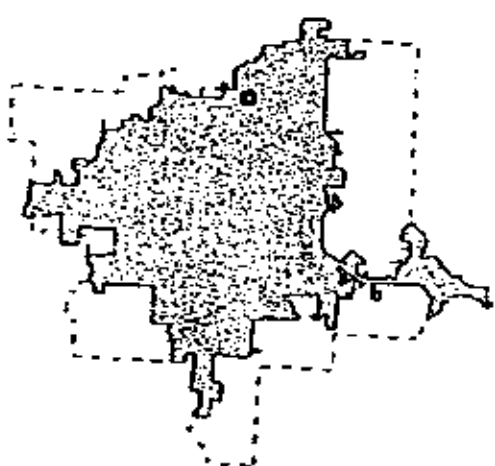
CUP05-1494

Close Up View

TGI FRIDAY'S



Overview



Legend

CUP05-1494

Overlay District

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

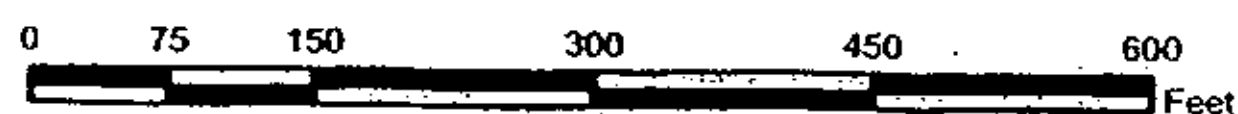
FLOODWAY

100 YEAR

BaseLine Profile

Fayetteville

Outside City



Planning Commission

May 23, 2005

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CUP 05-1494: (TGI FRIDAY'S, 173): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at LOT 16B OF CMN BUSINESS PARK II PHASE II. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 2.10 acres. The request is to permit 116 parking spaces (26 over maximum allowed) for the proposed Large Scale Development.

LSD 05-1468: Large Scale Development (TGI FRIDAY'S, 173): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at LOT 16B, CMN II, 463 E VAN ASCHE DRIVE. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 2.10 acres. The request is to approve the development of a restaurant with approximately 6,586 s.f. and 116 parking spaces proposed.

Ostner: The next item on our agenda is item number five, CUP 05-1494 for TGI Fridays. If we could have the staff report please.

Pate: Certainly. I would request that the Commission look separately but at the same time the Large Scale Development for TGI Friday's, LSD 05-1468. the preceding item, the Conditional Use is a request for excess parking over what is allowed with our current ordinances. The property is located on Lot 16B of CMN Business Park Phase II. It is zoned C-2, Thoroughfare Commercial and contains approximately two acres. The request is to approve the development of a restaurant with approximately 6,586 sq.ft. with 116 parking spaces proposed. The allowed number of parking spaces for this type of development with the square footage is 90 with the 30% increase allowed by ordinance and therefore, the Conditional Use request is a request for 29% over that permitted 90. As you can see in your Conditional Use staff report, that is definitely within the percentage that the Planning Commission has approved in this area as well as other parts of the city for additional parking for the restaurant use. Staff is supporting that Conditional Use request for excess parking with the findings of fact in your staff report with two conditions. Approval of the accompanying Large Scale Development plan and Planning Commission determination of the requested signage, which we will go into here in a moment. As I mentioned, this property is located in CMN Business Park. It is between two other existing restaurants, Fuddrucker's and Logan's Roadhouse. It is located within the I-540 Design Overlay District. Therefore, there are specific requirements that must be made and the applicant must comply with for curb cuts, lighting, exterior appearance, building materials, site coverage, outdoor storage, access and green space and signage. Those are specific requirements above and beyond our standard commercial design ordinances. This property does have street frontage and ingress and egress on both Mall Avenue and Van Asche Drive, which are collector streets. The access proposed along Van Asche Drive is a new access point. The one along Mall Avenue however, is a

shared access point that was planned when this property was subdivided and they are complying with that requirement. The proposal is to construct a TGI Friday's restaurant in this location. As I mentioned, it would be approximately 6,500 sq.ft., staff is recommending approval of this particular application and find that the development meets our development ordinances. There are a few issues with the signage that we will go over with you in our conditions of approval that we have drafted. Beginning on page 6.4, the conditions of approval are as stated, Planning Commission determination of commercial design standards. We are looking at commercial structures, this falls under the purview of the Planning Commission's findings with regard to both commercial design standards and exterior appearance of the building in the Design Overlay District. Based on materials and elevations submitted to date, staff does find that the elevations and materials submitted meet the design standards set forth in the Unified Development Code. I believe full color elevations are to be presented tonight. Item number two, Planning Commission determination of a Conditional Use request for 116 parking spaces. Again, staff has reviewed the percentages in this area and finds that they are compatible to the amount of requested overage. There is a lack of ability to share parking here because they are all similar uses and therefore, they have the same parking demand at the same time. I would reference one restaurant where a Conditional Use was not requested for a very good reason. O'Charley's has additional parking that could be shared in that shopping mall area. They did not request a Conditional Use for additional parking. However, this did not have that same opportunity without a significant hike to get to this property. We are supporting the Conditional Use request for additional parking on the property. Item number three, Planning Commission determination of sign variances. As we said at the agenda session, there are several variance requests that are on this property. I will go through those. Staff is recommending approval of the monument sign requested. The reason this is a variance request is because the logo that is typically is associated with TGI Fridays which states "In here it is always Friday." Is not part of the actual business name. The Design Overlay District specifically only allows the business name. There are other restaurants in this area where we have submitted signs and the Planning Commission has approved signs of this very nature and we feel that this is in keeping with those monument signs and therefore, are recommending approval of the sign as proposed. Staff is also recommending approval of the two larger wall signs proposed given that they do meet size requirements. Those will be permitted separately at the time of building permit. That is not actually a variance request, that is just a finding in the staff report. Staff is recommending denial of the smaller slogans underneath the large wall signs unless they are incorporated into the overall larger signs and also meet the Design Overlay District size requirements. The reasoning for this finding is that to be compatible with the decisions the Planning Commission and staff have made with regard to

sign permits those slogans are typically associated to the actual sign face, the overall larger sign. If you see some of those projects out there, all of them to my knowledge are incorporated with the overall larger sign. Of course, all of the signs are Planning Commission determination and if a variance is determined that they could be separated by the Planning Commission then that is your decision. That is something that you are able to grant at this point because it is a Design Overlay District requirement. Staff is recommending though that those be incorporated within the same sign. Staff is also recommending denial of the additional TGI Friday's wall sign on the west facade. This was discussed at the Subdivision Committee meeting in an effort to articulate the structure more and provide identification for the pick up area. The findings that we utilize by ordinance for this particular case such as poor visibility, inability to provide a monument sign, unusual conditions and circumstances that are not applicable to other land, structures or buildings in the district that would require additional wall signs. We couldn't make any of those findings for this sign. And therefore, are recommending denial of that request. This site has high visibility from two street frontages and staff was not aware of any special conditions that would warrant this particular sign variance request. Staff is also recommending a change on the sign that currently states another slogan, "easy come, easy go" to comply with our standards a maximum four square feet to identify directional signage such as curb side pickup or customer pickup or something else of that nature to identify that in order for us to permit that. I believe that the rest of the conditions of approval are relatively standard and have either been discussed or are standard ordinance requirements. If you do have any further questions feel free to ask.

Ostner: Is the applicant present? If you could introduce yourself and give us a presentation.

Morgan: My name is Mike Morgan. I'm from McClelland Consulting Engineers. We have with us in the audience today Mr. Ken Alexander, the architect for the TGI Friday's project and Design Works Studio. Mr. Steve Bell, President of Tricorp Management Group, TGI Fridays. We are here this afternoon, we certainly appreciate working together with the city to come to where we are today. As Jeremy said, we have received a lot of conditions placed upon us not only from Fayetteville but also within the Design Overlay District. It looks like it is coming down now after green space and everything else to a couple of issues here being the signage. We would like to work through these issues one by one. It is the Planning Commission's decision to come to a medium ground here. The first one he was talking about are the existing two main signs at the entry of the TGI Friday's. TGI Friday's has traditionally used the logo "In here it is always Friday" as part of their corporate identity for some time now. I am going to turn it over to Steve Bell who can speak about that.

Bell: Thank you very much. We are excited to be in Fayetteville. As Mike indicated, there are a couple of issues on signage that we would like to review with you tonight. Ken Alexander has some elevations that we would like to present to you that are our building elevations that we would like you to review. The designs, as you see, are in compliance with the plans that our Dallas Franchise has requested. There are currently 745 TGI Friday's around the world. This is a new design that they have recently imposed and you will start to see more and more of. It has the higher detail on the entry and then higher awnings. The rest of the elements we tried to go along with staff recommendations and there were some issues regarding articulation which we tried to address. The western elevation, the use of this additional sign, we feel like there is somewhat of a hardship because the monument sign that we are requesting at the corner of Van Asche and Mall Avenue is skewed a little bit because of the landscaping requirements. Our signage is in other directions. In driving around the area we noted that Fuddrucker's has three wall signs, Logan's has two logo signs plus another neon sign. O'Charley's has three wall signs. I think the only other sign variance requested was over the front door. The slogan "In here it is always Friday" has always been traditional with the Friday's logo sign. In this particular case we have included a canopy, this is an aluminum canopy. Those are backlit letters with Plexiglas. They are in front of the actual sign. We saw that Smokey Bones down the street and Logan's has slogans separated from the same sign. The "Easy Come, Easy Go" sign I'm sure is less than 4 sq.ft. It doesn't say customer pickup but we are trying to keep with what is appropriate for the theme. I was going to conclude the presentation with the screening wall in the back and I didn't hear whether or not there was an issue with it. The elevations we first submitted had a masonry wall across the back. We have in fact, raised those almost 3' and twisted it around to give it more detail and articulation. We have another set of windows here on the south side and some masonry columns. To the average person driving by or in the adjacent parking lot it looks like the building.

Ostner: At this point I will open it up to public comment if anyone would like to speak to this. We are talking about two items, the Conditional Use and Large Scale Development for TGI Friday's, please step forward. Seeing no public comment, I will close the public comment section and bring it back to the Commissioners for discussion.

Vaught: The signage issue, are we looking at that on both items?

Pate: We are. There are specific findings with regard to signage, lighting, things of that nature within the Conditional Use request so the findings could be made in either place.

- Vaught: I didn't know if we needed to make it specifically on the Conditional Use and then have the Large Scale refer to it.
- Pate: The conditions I have drafted refer to signage and so once those issues are determined you could include those in the Conditional Use motion.
- Allen: The applicant made mention of signage different on surrounding buildings and I wondered if in your opinion there were any inequities, do you think we are requiring something different of them than existing restaurants?
- Pate: Obviously, there are some. I honestly can't say that I know right off the top of my head of slogans that are separated. Unfortunately, I didn't go out there this weekend to check that out. Most of the permits that were issued that we pulled actual sign permits, the drawings showed the slogan incorporated with the sign and that really is the basis of our recommendation. Fuddrucker's is an example. I think it says "World's Greatest Hamburger" on it. It is incorporated into the actual sign face. The Red Robin Gourmet Burgers and Spirits I believe is incorporated from my recollection to the actual sign face of that. I think that honestly we are not opposed at all to having a corporate slogan. It is not something that outside of the Overlay District would be an issue at all because it would be considered all part of one sign. Typically what we do when we issue a sign permit is we draw a box around the TGI Friday's and the "In here it is always Friday" to determine the square feet and if it meets the square feet number we permit that as one sign. It is the fact that it is within the Design Overlay District that it really requires the variance request. That is why you are seeing it. Obviously, as we see more and more development in that area within the Design Overlay District we will probably see more and more of these types of requests to facilitate a little creativity. Again, it is Planning Commission's determination, we just felt that it was more appropriate that it be incorporated given the majority of the signs that we have seen being permitted in that area.
- Allen: You do not feel that we are asking more of them than we have of the existing buildings?
- Pate: Honestly, this has not been that large of an issue. I feel that we are recommending approval in situations where we have recommended approval in the past for other restaurants.
- Vaught: On O'Charley's we allowed a third wall sign just because of the view of the building coming from Steele. How does this compare? There is an issue with their monument sign being able to face which road and being able to see the monument sign before you have to turn in.

Planning Commission

May 23, 2005

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Pate: For the O'Charley's project specifically, which is in this area as well, within the Design Overlay District, that applicant actually requested a third wall sign, they only have two frontages, so it would be much like the TGI Friday's sign on the west façade. However, in that instance, they removed the monument sign to replace it with the wall sign to allow for another sign that was their offering to get another wall sign in that location. The reason was the monument sign was very difficult to locate because of the existing utilities in that area.

Vaught: On directional signage for pickup windows in the area, I know we allow four square foot wall sign, is that displayed on an awning or is that typically a sign on the wall next to the door?

Pate: It can be on the awning or the door as long as it is parallel to the plain of the surface and it is actually part of the exemptions so we don't permit that particular sign as long as it meets the four square feet and is considered directional, we don't issue a permit for that sign.

Vaught: So the issue here is the wording?

Pate: Yes. The fact that I'm not really sure if that sign is four square feet. We have never seen the size of that particular sign so we just wanted to make sure that it was no more than four square feet.

Vaught: I guess from my perspective, that is the least problematic as long as it is four square feet and it is serving as a directional sign, it is just saying something other than drive up pick up, it is a more fancy phrase. That doesn't bother me as long as they meet the four square foot requirement. I don't know how the other Commissioners feel.

Anthes: I have a separate question. How does the additional paving that is part of the Conditional Use request affect the floodplain and deed restricted area?

Pate: You can see on page three of five in your report, that the 100-year floodplain line is shown to the west of the property. It is not encroaching much into that area. A portion of property to the west is deed restricted and therefore, they cannot encroach into that area at all. Floodplain is allowed to be developed and has been developed in several instances with projects in this area as long as it is done appropriately with a floodplain development permit. There may be 8' at it's maximum point into the floodplain along the northwest corner.

Anthes: Mr. O'Neal, you are happy with the floodplain calculations that are a result of the additional pavement?

Planning Commission

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O'Neal: Yes, as long as the 100-year flood is not raised over 1/10 of a foot then there can be as much fill in the floodplain as they need.

Anthes: Ok. As far as commercial design standards go, do we have other instances where we have allowed a board fence in the Design Overlay District?

Pate: Off the top of my head I cannot recall one, that doesn't mean that there is not one out there. Regular commercial properties and projects they do that all the time. In the Design Overlay District we have typically recommended that it be some sort of masonry or dryvit or stucco or something that is more compatible with the actual structure. Ultimately, the idea is to screen that use and to be incorporated into the overall architecture of the building. I think this is the first, I think we saw something similar to this at our very first submittal at Technical Plat Review about a month ago, elevations that we made recommendations on are a little bit different. They do have the masonry wall. I'm not opposed at all to the masonry wall as long as there is something incorporated from the structure into that screening, whether it be the materials on the structure utilizes hardy board or other material such as that.

Anthes: I can go back and forth with that. We have restaurants in the area that might back up to an area where they might not be viewed or something like that that might be appropriate. When I am looking on the site plan, from what I understand here is this service court is actually in very close proximity and visibility to all the parking for Logan's, is that true?

Pate: It does face the north side of Logan's, there is a landscape strip between the two parking areas but yes, it does face the north side of Logan's.

Anthes: I think in that area I would have to agree with what you were saying about using some material such as a hardy board or some other material that is more permanent that might be more appropriate just because of the amount of visibility that site has. I guess while I'm talking, I will go to the signs. My recollection with O'Charley's is we granted the third wall sign because they traded it for the monument sign and we discussed that at length here and therefore, they felt that they would be more visible with that wall sign because of that particular location. Correct me if I'm wrong, but the reason why the location of that monument sign was so difficult is because there was a tremendous amount of utilities in the area and we couldn't put it over the utility easement.

Pate: That is correct.

Anthes: The other buildings that may have additional signs is because they have additional street frontages, is that correct?

Planning Commission

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Pate: I don't believe any of the properties out here have more than two street frontages. This property does have two street frontages because they are on a corner so at least two wall signs would be allowed by right. A variance would be processed to allow a third wall sign when an argument could be made that there was some sort of circumstance that would warrant that.

Anthes: From your report, you are not supporting that variance?

Pate: That is correct.

Anthes: The lighting of the signs in the Design Overlay District, isn't there some language about backlit?

Pate: I believe it just specifies indirect lighting for all monument and wall signage. The ordinance states that only indirect lighting may be used for illumination of all signs. At the time of sign permit we would review the lighting, just as we have done for all of the projects in that area.

Anthes: Are back lit signs considered directly lit or indirectly lit?

Pate: If it is has a face with a light shining exterior with the light shining on it that would be an externally type of sign or a billboard type of face where the light is actually shining back on the sign. That is something that wouldn't be allowed. Again, we would permit those in accordance with our sign regulations much in keeping with what you see out there in that area. Logan's, Fuddrucker's, Olive Garden, Red Robin are all compatible and do meet those ordinance requirements.

Anthes: It seems to me that staff has been really thorough in their report. I have gone through this case by case and looking through the applicant's request and I believe that for consistency that staff has made a very good report and these recommendations to us. The one question I have is the same one that Christian has, whether or not the four square foot sign says curb side pickup, how do you designate that. I don't know that I have trouble with that verbiage either as long as it meets the four square foot requirement.

Ostner: Mr. Lack, did you have a comment?

Lack: My recollection of requirements are a bit fuzzy about would a wood siding be allowed? That is what I am gathering as an image here that we are actually looking at something that would look more like a wall material than a screen.

Planning Commission

May 23, 2005

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Pate:

Yes, it would be allowed and it is actually utilized as the primary material in some structures. Smokey Bones is wood, log lap siding type of material. That is their image. I don't think we are trying to say that we are opposed to that. You may remember the conversation at Subdivision Committee about what is included in the square footage of the building, we decided to include this portion because it is integral to the operations of the building and we feel therefore, it should be a portion of that structure and not look like a dumpster screen. It is an integral part of the operations that the building should be designed to meet those requirements if it is visible. There are situations that staff has recommended. There is not very much screening when a structure is not visible. It is both fortunate for TGI Friday's in our opinion that this site does have such high visibility and traffic in this area. It is unfortunate in the part that the service area tends to be a lot more high profile and therefore, need more screening from the public right of way and ultimately it is my interpretation that that is why the commercial design standards and design overlay district requirements for appearance really look at those elevations that are visible from the public right of way more so than others. Ultimately you are trying to protect what the public sees from the street right of way. To answer your question, I am not opposed to wood lap siding, I think that it is something that the Planning Commission ultimately does determine and I think if it is incorporated to the building that it would be perfectly fine.

Lack:

I think I do see the distinction between that sort of an image and between a wood fence infill which would appear to be more of a screen and less attractive.

Clark:

Do you want to consider the lighting variance with the first Conditional Use or go ahead and do the parking and then go to the second one?

Ostner:

How do you recommend we break this up Mr. Pate?

Pate:

The way I have drafted the conditions right now there are two conditions of approval, Planning Commission approval of the accompanying Large Scale Development plans with all of the conditions of approval as stated. You could just strike condition number two and go on and make findings on that report.

MOTION:

Clark:

I would like to move that we approve CUP 05-1494 with one condition, striking number two.

Ostner:

I have a motion for approval of CUP 05-1494.

Myres:

Second.

Planning Commission
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Ostner: Is there further discussion? Could you call the roll?

Roll Call: Upon the completion of roll call the motion to approve CUP 05-1494 was approved by a vote of 9-0-0.

Thomas: The motion carries.

Anthes: I have a question. Maybe I have interpreted this wrong. Are those panels a wood siding material? What are those panels?

Bell: That is called hardy plank. It has a 50 year warranty.

Anthes: I am familiar with the material, I didn't understand that that was the material during your presentation.

Bell: Were you talking about the fence or the building itself?

Anthes: The fence.

Bell: The fence is another composite fencing material which is similar to hardy plank that is projecting. We felt like if we ran it horizontally it would more closely resemble the brick. We have a brick soldier course and columns there so that would be a compatible use for that material facing Logan's, which, by the way, has a chain link fence on two sides for storage.

Ostner: We do have some specific determinations on this Large Scale Development. The commercial design standards and the elevations are the first topic. The second topic would be the parking and then the sign variances are the third determination. On the sign variances we had talked about allowing the "Easy Come Easy Go" as long as it met the four square foot rule.

MOTION:

Clark: I am going to make a motion that we approve LSD 05-1468 with the following items of fact. Number one, we do agree that it meets commercial design standards. Number two, in agreement with the Conditional Use for parking spaces. Number three, my motion will agree with all of what staff says until we get down to "Easy Come Easy Go" and I will change that to approve "Easy Come Easy Go" wall signage as long as it meets the four foot mandate. All others, I think you can incorporate the "it's always Friday" in your sign. I think some clever sign person can accommodate that so that is my motion.

Planning Commission

May 23, 2005

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Vaught: I missed what you said about the rear elevation.

Clark: I am going to agree that it meets it.

Myres: I will second it.

Vaught: My feelings on the third wall sign is that I'm not opposed to it. Most of the sites in this area are difficult because of their visibility and the fact that they are having to go through extra expense on it that they typically wouldn't. This site is interesting because they do have a lot of visibility on the rear and not that much on the front to I-540 which is what the Design Overlay District was designed to protect is that view shed. I don't know that this third wall sign is going to be visible from I-540 because you are approaching from Target and that is blocking a good deal of it. Their other two wall signs aren't visible from this direction so in a way I do relate it to something like O'Charley's even though other Conditional Uses are not precedent setting. I'm not opposed to the third wall sign if we could set a size limit on it. I do think it could help facilitate traffic headed that way. Their monument sign, per those regulations, is not very high and so you don't have visibility from it in this direction either as well as you do from other directions. My feelings are I'm not opposed to the third wall sign. That's my perspective. I do support a third wall sign.

Ostner: I believe if you would like to make a motion to amend the current item on the floor you are welcome to and we can vote on your amendment. From my perspective, I understand that that third wall sign wouldn't be that intrusive or visible, as you say. That is almost my exact reason for not seeing it's use. I think monument signs are very helpful. I would encourage the applicant to redo the landscape plan if that monument sign is not working and there are lots of options on the site for placing that monument sign. I guess I'm sort of falling on the other side. I think the monument sign is adequate. We have a motion and a second. If there is no further discussion I will call for a vote.

Roll Call: Upon the completion of roll call the motion to approve LSD 05-1468 was approved by a vote of 9-0-0.

Thomas: The motion carries.



3715 N. Business Drive, Suite 201
Fayetteville, AR 72703

RECEIVED

JUN 01 2005

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

B. 3
Planning Commission Appeal (Dixie Development)
Page 1 of 24

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

JUN 01 2005

RECEIVED

May 31, 2005

Ms. Sondra Smith, City Clerk
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Re: Appeal of Planning Commission decision to deny Annexation of 24.35 acre tract at
Mt. Comfort Road and Hughmount Road Fayetteville, AR

Dear Ms. Smith:

We would like to be placed on the City Council agenda to appeal the Planning Commission's decision to deny the annexation request ANX 05-1490. The Planning Commission denied the annexation because the annexation as requested would create a 3-acre island of land that would remain in the county.

The Planning Commission vote was 5 to 4 against the annexation, with four of the Commissioners voting for the annexation. The remaining Commissioners expressed their support for the annexation, but did not vote for our request due to the current City policy to not create islands of land that would remain outside the city limits.

Dixie Development purchased this property in December 2004. We have been in discussion with the owner of the 3-acre parcel prior to closing on the tract. We have offered to purchase the 3-acres or to process an annexation request for the owner. We have not been successful with any of our offers to date.

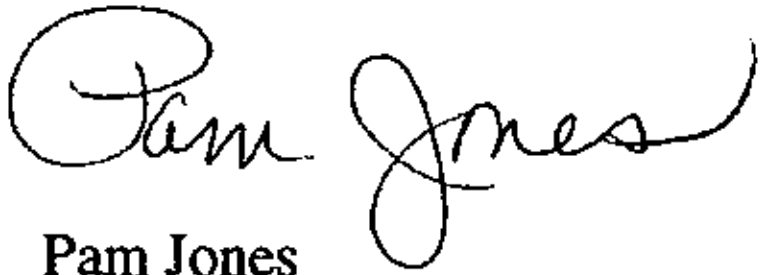
Phone 479.251.0707
Toll Free 877.872.0707
Fax 479.251.0714

Left on Second Reading 6/21/05

We understand the reasons for the City's policy on annexation. However, there are instances when, in the best interests of the citizens of Fayetteville, the policies must be adjusted. We believe this instance necessitates an adjustment.

Thank you for your attention to this matter.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Pam Jones". The signature is written in black ink and is positioned above the printed name and title.

Pam Jones
Special Projects, Dixie Development, Inc.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *X*

Date: June 01, 2005

Subject: Annexation for Dixie Development (ANX 05-1490)

RECOMMENDATION

The Planning Commission voted to deny the requested annexation for Dixie Development, a 24.35 acre tract located north of Mount Comfort Road and east of Hughmount Road. Planning Staff originally recommended denial of the annexation request as it would result in the creation of an island of unincorporated property. Beyond the policy directive to not create islands of unincorporated area, staff is supportive of the annexation request.

BACKGROUND

The subject property contains four parcels of property consisting of 24.35-acres. The property is owned by Dixie Development. It is located at the northeast corner of Mount Comfort Road, where the Minor Arterial Street turns north and continues as Hughmount Road, a Collector Street. The property adjoins the City limits to the east, where property has recently developed as Wildflower Meadows Subdivision. Other subdivisions, such as Bridgeport and Clabber Creek, are located south and east of the subject property.

The applicant requests annexation of the property into the City of Fayetteville. A rezoning request has also been submitted, for RSF-4 zoning. The applicant intends to develop the property for residential use within the City of Fayetteville.

No public comment was received for this item.

DISCUSSION

This item was heard at the regular Planning Commission on May 23, 2005. The Planning Commission voted 5-4-0 to deny this item, with Commissioners Vaught, Graves, Trumbo and Lack voting no. The applicant has submitted an appeal of the Planning Commission decision to the City Clerk within the 10-day appeal period.

Annexation of this property would create a three-acre island of unincorporated property located north of Mount Comfort Road. Annexation Guiding Policy 11.6.a states, "*Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.*" Staff had informed the applicant of the resulting island at the time a Petition

for annexation was submitted to the County Clerk and met with a representative from Dixie Development prior to the submittal of the annexation application to discuss this issue. At the Planning Commission meeting, the applicant's representative stated that his client had had discussions regarding annexation with the owner of the three-acre parcel and at one time had attempted to purchase this property to no avail.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THAT PROPERTY DESCRIBED
IN ANX 05-1490 FOR APPROXIMATELY 24.35 ACRES
LOCATED AT THE NORTHEAST CORNER OF MOUNT
COMFORT AND HUGHMOUNT ROADS AND ZONING SUCH
PROPERTY R-A, RESIDENTIAL AGRICULTURE

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

Section 1: That the property described in Exhibit A attached hereto is annexed
into the City of Fayetteville.

Section 2: That the map of the City of Fayetteville is hereby amended by adding
the property described in Exhibit A to the City of Fayetteville.

Section 3: That the Official Zoning map of the City of Fayetteville is hereby
amended to zone the property described in Exhibit A as R-A, Residential Agricultural.

Section 4: That the property described in Exhibit A is hereby assigned to Ward
No. 4.

PASSED and APPROVED this 5th day of July, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

DRAFT

ATTEST:

By: _____
SONDRA SMITH, City Clerk



PC Meeting of May 23, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: May 18, 2005

ANX 05-1490: (DIXIE DEVELOPMENT, 321): Submitted by STEVE CLARK for property located at NE CORNER MT COMFORT AND HUGHMOUNT RD. The property is in the Planning Area and contains approximately 24.35 acres. The request is to annex the subject property into the City of Fayetteville.

Property Owner: DIXIE DEVELOPMENT

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends denial of this annexation request as it would result in creation of an island of unincorporated property within city limits and based on the findings herein.

PLANNING COMMISSION ACTION:	Required <u>YES</u> ☐ Approved ☒ Denied
Date: <u>May 23, 2005</u>	Motion to Deny by Anthes/Clark ² 5-4-0 w/ Vaught, Graves, Trumbo & Lack voting no.
CITY COUNCIL ACTION:	Required <u>YES</u> ☐ Approved ☐ Denied
Date: <u>June 21, 2005 (1st reading if recommended)</u>	

BACKGROUND:

Property description: The subject property contains four parcels of property consisting of 24.35-acres. The property is owned by Dixie Development. It is located at the northeast corner of Mount Comfort Road, where the Minor Arterial Street turns north and continues as Hughmount Road, a Collector street. The property adjoins the City limits to the east, where property was recently developed as Wildflower Meadows Subdivision. Other subdivisions such as Bridgeport and Clabber Creek are located south and east of the subject property.

Proposal: The applicant proposes annexation of 24.35 acres into the City of Fayetteville.

Public Comment: Staff has received no public comment concerning the requested annexation.

Recommendation: Based on the information submitted to date and the findings herein, staff recommends denial of this annexation request. Incorporation of this property will create an island of County property containing approximately 3 acres within the city limits. Staff has contacted the applicant's representative on several occasions to inform him that creation of an island is contrary to the City's Annexation Policy.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Hamestring Creek; Residential Single Family on large lots	Planning Area
South	Large Lot Residential Development	Planning Area
East	Wildflower Meadows Subdivision	RSF-4, Res. Single Family – 4 units/acre
West	Large Lot Residential Developoment	Planning Area

INFRASTRUCTURE:

Streets: Currently the site has access to Mt. Comfort Road. Mt. Comfort Road is a minor arterial along the south boundary of the property and a collector along the west side of the property by the current Master Street Plan. Road improvements required for Mt. Comfort Road along the property are to include: right-of-way dedication, pavement 14' from centerline, curb and gutter, storm drainage, and sidewalks.

Surrounding Master Street Plan Streets:

South: Mount Comfort Road, Minor Arterial

West: Mount Comfort Road and Hughmont Road, Collector Streets

East: Morning Mist Road, Collector Street

Water: Public water is adjacent to the site. There is an 8" main along the south and west side of Mt. Comfort Road. There is a 4" main parallel to the 8" main along the north side of Mt. Comfort Road. There is a 6" main along Hughmont Road. There may be existing water stub-outs from development on the east side of the development. Water service would need to be extended within the property at the time of development. Minimum size of new water mains is 8". Additional connections may be required to complete a looped system. This may include an off-site connection to be determined at a later date. No long range improvements to the water system are planned at this time for this area. A study of the water supply to serve this property **shall** be conducted prior to development at the cost of the developer.

Sewer: The site **does** have access sanitary sewer. There is a 15" sewer main approximately 520 feet south of the property along Hamestring Creek, and an 8" main within the development to the east. Minimum size of new sewer mains is 8". Sewer would need to be extended to serve the property. A capacity analysis

of the downstream sewer lines **shall** be conducted and a capacity analysis of the lift stations downstream of the site **shall** be conducted by the developer prior to development.

Fire: The subject property is located approximately 1.8 miles from Fire Station #7. Response time to the property is projected at 5 minutes.

Police: It is the opinion of the Fayetteville Police Department that this annexation **will not** substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: General Plan 2020 identifies the portion of this property within the Planning Area as **Residential**.

FINDINGS:

**11.6 ANNEXATION GUIDING POLICIES
BOUNDARIES**

11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.

Finding: Annexation of the property will not create a peninsula or extend the current city limits further west of the surrounding city boundary. Annexation of this property will create an island of County property within the City of Fayetteville. Staff finds that the incorporation of property which would result in the creation of an island does not meet the objectives of the City's Annexation Policy and suggests the applicant further evaluate the possibility of incorporation of the adjacent three-acre parcel with this annexation request.

11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: The proposed annexation area is adjacent to the City Limits to the east.

11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: This area is currently utilized for several single family homes and agriculturally related activities. The annexation of this property would neither include nor exclude subdivisions/neighborhoods. The applicant anticipates subdivision of this property for single family use.

11.6.d Boundaries for annexed areas should follow natural corridors.

Finding: Proposed boundaries follow property lines of the existing parcels, not natural

corridors.

11.6.e Timing of services within annexation areas should be considered.

Finding: Surrounding property, developed for single family use, is currently being served by city utilities and fire and police emergency services. Fire response times are projected at approximately 5 minutes. Extension of water and sewer services will be required at the time of development. A study of water supply and the sewer and lift station capacity will be required at the time of development.

ENVIRONMENTALLY SENSITIVE AREAS

11.6. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Finding: The property consists of cleared pasture land. No information has been presented to designate the subject property environmentally sensitive. Incorporation of this property would allow for the requirement of parks, open space and tree preservation.

EMERGENCY AND PUBLIC SERVICES

11.6.g Public services must be able to be provided efficiently in newly annexed areas.

Finding: The surrounding subdivisions south and east of this property currently receive public services. Staff finds that public services will be able to be provided efficiently in this location. The Engineering Division has requested studies on water and sewer capacity to ensure that current services may sustain any further development on the property.

11.6.h Annexed areas should receive the same level of service of areas already in the city limits.

Finding: The service area of the city will not extend further west with the annexation of this property. Additionally, the adjacent Minor Arterial and Collector Streets that surround and stub-out to this property will provide a direct route for emergency services to the subject property.

11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Finding: These factors were taken into consideration in the responses and recommendations included in this report.

INFRASTRUCTURE AND UTILITIES

11.6.j Areas currently served by utilities and other public services should be annexed.

Finding: Water, fire and police protection are currently provided in the surrounding areas. The subject property is not being served by city sewer, but does have access to water at this time.

11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

Finding: Annexation and future development of this property will result in an increased demand on the City water and sewer services. Increased use of the existing services in the area may negatively impact the water supply and sewer capacity in this area. Development of the property would require an extension of the existing sewer lines. Off-site street improvements will be evaluated. Mount Comfort Road is an unimproved road and extensive improvements are planned. An assessment for standard street improvements adjacent to the property will be required at the time of development at the cost of the developer. This property is also located in the Clabber Creek Bridge Assessment area.

11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Finding: The proposed annexation is not part of a phased annexation initiated by the City.

INTERGOVERNMENTAL RELATIONS

11.6.m Promote long-range planning with adjacent jurisdictions.

Finding: N/A

11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Finding: N/A

ADMINISTRATION OF ANNEXATIONS

11.6.o Designate zoning districts for the property during the annexation process.

Finding: Annexations are automatically zoned R-A, Residential Agricultural. The property owners request annexation and rezoning of this property to RSF-4, Residential single family - 4 units/acre. Increased density on this property will increase the demand of services in this residentially developed area. Staff finds

that the area proposed for annexation will receive the same level of service available to the surrounding properties.

11.6.p An annexation study should be completed on all annexation proposals.

Finding: Planning staff has asked the Engineering Division, Fire Department and Police Department to study this annexation request to determine if facilities and services are available to serve this property.

11.6.q Development proposals require a separate review from the annexation proposals.

Finding: Development of this property has not been proposed. At the time the applicant desires to develop the property, the applicant will be required to submit project plans for review and approval by the Planning Commission.

11.6.r Residents should be fully informed of annexation activities.

Finding: Adjoining neighbors have been notified of the annexation request. A legal ad and display have both been submitted with a local newspaper prior to the Planning Commission meeting for which this item is scheduled.

11.6.w Encourage larger annexations to create acceptable boundaries.

Finding: This annexation consists of 24.35 acres owned by Dixie Development. Staff recommends the inclusion of the adjacent 3-acre tract to the east and potentially the adjacent tract to the west along Hughmount Road with this annexation request. Doing so will create a more acceptable City boundary and meet the criteria of the Annexation Policy which discourages annexation of property that would result in the creation of an island.

11.6.t Conduct a fiscal impact assessments on large annexations.

Finding: No fiscal impact assessment was conducted for this annexation of 24.35 acres.

From Fayetteville General Plan 2020 – 2002 Revision

11.6 Annexation Guiding Policies

Boundaries

- 11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.
- 11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.
- 11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.
- 11.6.d Boundaries for annexed areas should follow natural corridors.
- 11.6.e Timing of services within annexation areas should be considered.

Environmentally Sensitive Areas

- 11.6.f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Emergency and Public Services

- 11.6.g Public services must be able to be provided efficiently in newly annexed areas.
- 11.6.h Annexed areas should receive the same level of service of areas already in the city limits.
- 11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Infrastructure and Utilities

- 11.6.j Areas currently served by utilities and other public services should be annexed.
- 11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.
- 11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Intergovernmental Relations

- 11.6.m Promote long-range planning with adjacent jurisdictions.
- 11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Administration of Annexations

- 11.6.o Designate zoning districts for the property during the annexation process.
- 11.6.p An annexation study should be completed on all annexation proposals.
- 11.6.q Development proposals require a separate review from the annexation proposals.
- 11.6.r Residents should be fully informed of annexation activities.
- 11.6.w Encourage larger annexations to create acceptable boundaries.
- 11.6.t Conduct a fiscal impact assessments on large annexations.

May 16, 2005

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to **ANX05-1490: (DIXIE DEVELOPMENT, 321)**: Submitted by STEVE CLARK, for property located at NE CORNER MT. COMFORT AND HUGHMOUNT RD. The property is in the Planning Area and contains approximately 24.35 acres. The request is to annex the subject property into the City of Fayetteville.

It is the opinion of the Fayetteville Police Department that this annexation will not substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.

Individually, each of these annexations and rezoning do not necessarily substantially alter the population density, nor do they create and appreciable increase in traffic danger and congestion. The sum total presented over the years, however, has had a substantial impact on the demand for police services and has caused an appreciable increase in traffic congestion.

Sincerely,

Captain William Brown
Fayetteville Police Department

Fayetteville Fire Department Service Delivery Impact: Zoning Review May 10, 2005										
Item	Subdivision	Annexation	Acres	Closest Fire Station	Distance from Fire Station	Response Time to Proposal area	Projected Response Time to Proposal Area at Maximum Build Out	Projected Calls for Service at Maximum Build Out per year	Projected Fire/Other Calls for Service at Maximum Build Out per year	Projected EMS Calls for Service at Maximum Build Out per year
ANX05-1488	Collins/Kinghorn	YES	17.33	*3				0	0	0
RZN05-1489	Collins/Kinghorn		17.33	*3	4.4 miles	8 minutes	8.5 minutes	16	6	10
RZN05-1489	Collins/Kinghorn		17.33	5	5.5 miles	12 minutes	12 minutes	16	6	10
ANX05-1490	Dixie Develop	YES	24.35	7				0	0	0
RZN05-1491	Dixie Develop		24.35	7	1.8 miles	5 minutes	5.5 minutes	22	9	13
ANX05-1495	Benton Develop	YES	10.66	7				0	0	0
RZN05-1502	Benton Develop		10.66	7	2.6 miles	6 minutes	6.5 minutes	10	4	6

* = Proposed Station 3

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8267

PLANNING DIVISION CORRESPONDENCE

TO: GIS
FROM: Jan Gambill, Senior Planning Clerk
DATE:
SUBJECT: Legal check for planning project

Project Name: ANX 05.1490 Dixie Mgmt. Return by: 4-29
Parcel: 001-11382-004; 003; 001-16809-000, -003

Plat Page#: 321
Section: 1
Township: 16
Range: 30

Current Zoning: County
Proposed Zoning: R-A1

Submittal:

1st

2nd

3rd

Closure error / comments: OK / ALREADY CHECKED 2-16-2005

Has the applicant been contacted with requested revisions:

YES

NO

Checked by:

CR

Date shape file was created:

2/16/2005 → 4/22/2005

FILED

2005 MAR 23 AM 9 27

KAREN COMBS PRITCHARD
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

IN THE COUNTY COURT OF WASHINGTON COUNTY

**IN THE MATTER OF:
ANNEXATION OF CERTAIN LANDS TO THE
CITY OF FAYETTEVILLE, ARKANSAS**

NO: CC 2005-3

ORDER OF ANNEXATION

Now on this 14th day of March, 2005, this cause comes on to be heard, the Petitioners, Dr. Ben Israel, as General Partner of Dixie Management and Investments LP, an Arkansas Limited Partnership, who is represented by the engineer of record, Steve Clark, after announcing the hearing of the cause and there being no protests or objections, whereupon, the matter is submitted to the Court upon the Petition filed herein, and the oral and documentary evidence having been adduced, the Court being well and sufficiently advised finds:

1. The Petition in this cause was filed on the 7th day of February, 2005 at which time this Court fixed the 14th day of March, 2005, at 10:00 am as the date and time of hearing for said cause, and that a full notice of this hearing was given as required by law and the proof of publication of said notice is now on file with the County Clerk of this Court and the Court has jurisdiction of this cause.
2. The Court is satisfied that the allegations of the Petition are sustained by the proof, that the limits of the territory to be annexed have been properly filed; that the property owners have freehold interests in the property hereinafter described in the Petition and constitute the real owners of the area affected.

3. The land proposed to be annexed to the City of Fayetteville, Washington County, Arkansas, in this cause is described on "Exhibit A" attached hereto.
4. The area is not unusually large and it is contiguous and adjacent to and adjoins the present corporate limits of the City of Fayetteville, and it is adapted for urban purposes and this territory should be annexed to and made part of the City of Fayetteville, Arkansas.

IT IS THEREFORE, CONSIDERED, ORDERED, AND ADJUDGED that the aforesaid real estate situated in Washington County, Arkansas, is hereby annexed to and made part of the City of Fayetteville, Arkansas, in accordance with Act No. 1 of the Acts of the Legislature of 1875 of the State of Arkansas, and all Acts amendatory thereto, particularly including Act 142 of the Acts of Arkansas for the year 1953, as codified in *Ark. Code Ann.* 14-40-601, et seq., and this Order shall be duly recorded by the County Clerk of Washington County.

IT IS SO ORDERED this 22nd day of March, 2005

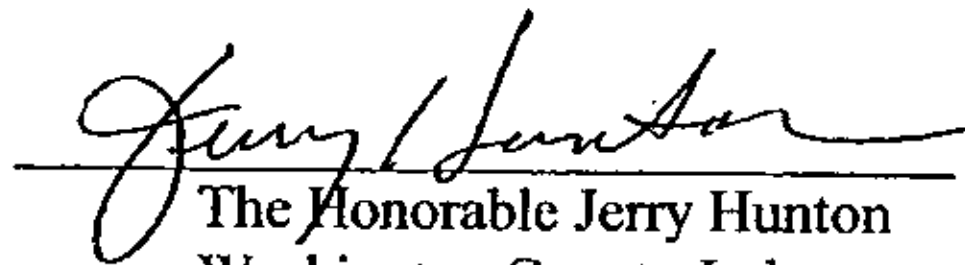

The Honorable Jerry Hunton
Washington County Judge

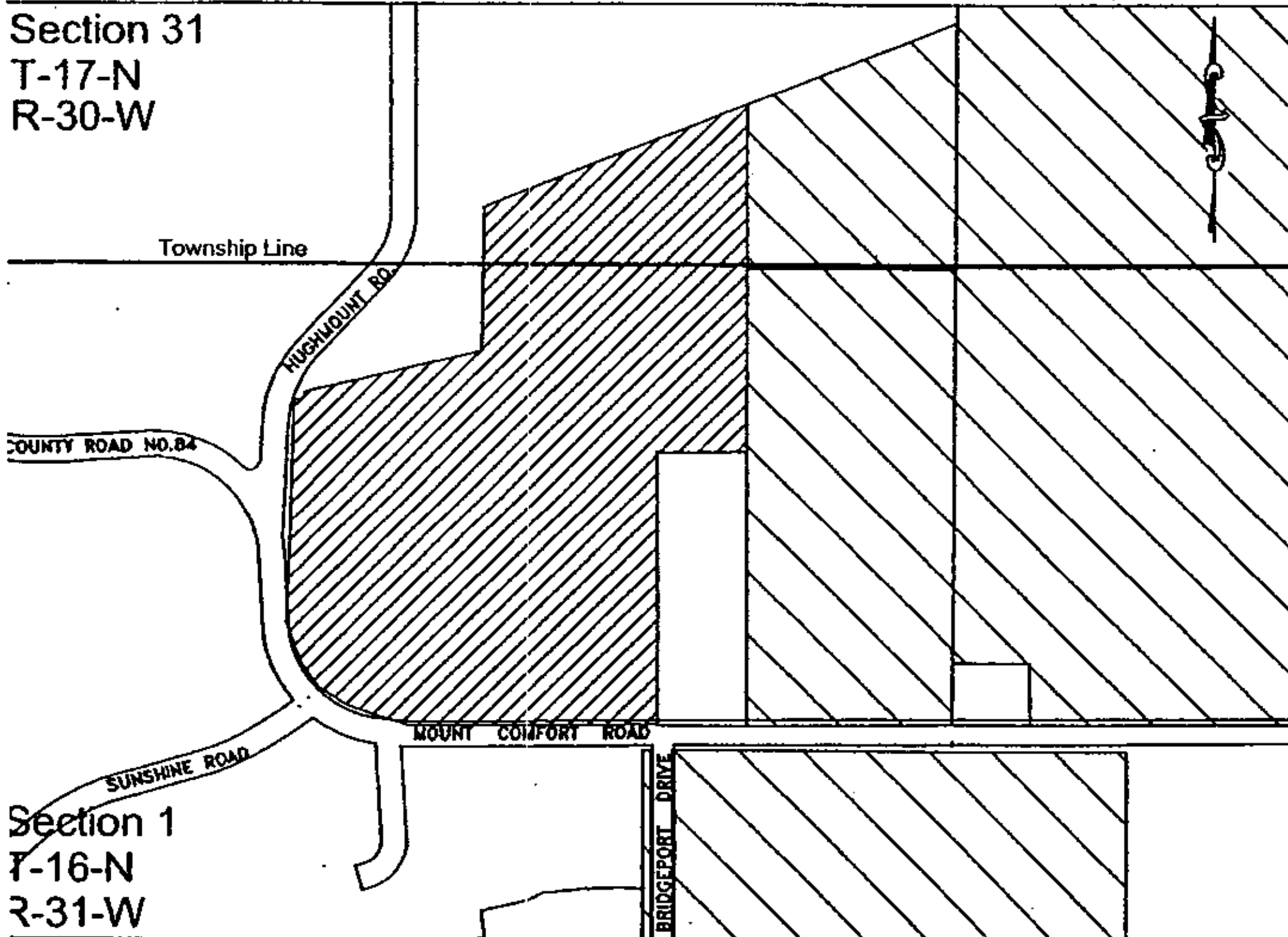
Exhibit A

Part of the Fractional Northwest Quarter (FRL NW 1/4) of Section 1, Township 16 North, Range 31 West, and part of the South Half (S 1/2) of Section 31, Township 17 North, Range 30 West, of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows:

Commencing at a found iron bolt, said bolt accepted and used as the Southwest corner of the Southeast Quarter (SE 1/4) of the Fractional Northwest Quarter (FRL NW 1/4) of said Section 1, Township 16 North, Range 31 West thence North 01 degrees 53 minutes 58 seconds East a distance of 28.33 feet to a found 1/2 inch diameter iron pin and the POINT OF BEGINNING ; thence North 84 degrees 40 minutes 38 seconds West a distance of 19.29 feet to a found 1/2 inch diameter iron pin; thence North 76 degrees 20 minutes 32 seconds West a distance of 63.43 feet to a found 1/2 inch diameter iron pin; thence North 64 degrees 58 minutes 43 seconds West a distance of 61.18 feet to a found 1/2 inch diameter iron pin; thence North 47 degrees 49 minutes 33 seconds West a distance of 69.50 feet to a found 1/2 inch diameter iron pin; thence North 35 degrees 00 minutes 05 seconds West a distance of 67.78 feet to a found 1/2 inch diameter iron pin; thence North 15 degrees 54 minutes 21 seconds West a distance of 70.73 feet to a found 1/2 inch diameter iron pin; thence North 00 degrees 20 minutes 48 seconds East a distance of 563.56 feet to a set cotton picker spindle; thence South 85 degrees 36 minutes 33 seconds East a distance of 23.81 feet to a set 5/8 inch diameter iron pin; thence North 40 degrees 05 minutes 48 seconds East a distance of 15.55 feet to a found 1/2 inch diameter iron pin; thence North 79 degrees 34 minutes 49 seconds East a distance of 437.56 feet to a found 1/2 inch diameter iron pin; thence North 03 degrees 47 minutes 41 seconds East a distance of 354.75 feet to a found 1/2 inch diameter iron pin; thence North 71 degrees 56 minutes 02 seconds East a distance of 112.10 feet to a found 1/2 inch diameter iron pin; thence North 71 degrees 55 minutes 52 seconds East a distance of 556.38 feet to a found 1/2 inch diameter iron pin and the northwest corner of Wildflower Meadows Subdivision; thence along the west line of said Wildflower Meadows Subdivision South 03 degrees 06 minutes 36 seconds West a distance of 832.24 feet to a found 1/2 inch diameter iron pin; thence leaving said west line North 87 degrees 56 minutes 15 seconds West a distance of 208.26 feet to a found 1/2 inch diameter iron pin; thence South 03 degrees 03 minutes 18 seconds West a distance of 626.12 feet to a found 1/2 inch diameter iron pin; thence North 87 degrees 51 minutes 31 seconds West a distance of 310.40 feet to a found 1/2 inch diameter iron pin ; thence North 87 degrees 55 minutes 51 seconds West a distance of 283.81 feet to the POINT OF BEGINNING , containing 24.35 acres, more or less, and being subject to the right of way of Mount Comfort Road along the south and west sides and Washington County Road # 703 along the west side thereof. And also being subject to any easements, rights of ways, covenants and restrictions of record.

EXHIBIT "A"

Section 31
T-17-N
R-30-W



LEGEND

- Area Petitioning to be Annexed
- Area within Fayetteville City Limits
- Area in Rural Washington County

Owners:

Dixie Managment and Investments, LP
3715 N. Business Drive, Ste. 201
Fayetteville, Ar 72703

VICINITY MAP

Annexation Boundary:

Part of the Fractional Northwest Quarter (FRL NW 1/4) of Section 1, Township 16 North, Range 31 West, and part of the South half (S 1/2) of Section 31, Township 17 North, Range 30 West, of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Commencing at a found iron bolt, said bolt accepted and used as the Southwest corner of the Southeast Quarter (SE 1/4) of the Fractional Northwest Quarter (FRL NW 1/4) of said Section 1, Township 16 North, Range 31 West thence North 01 degrees 53 minutes 58 seconds East a distance of 28.33 feet to a found 1/2 inch diameter iron pin and the POINT OF BEGINNING; thence North 84 degrees 40 minutes 38 seconds West a distance of 19.29 feet to a found 1/2 inch diameter iron pin; thence North 76 degrees 20 minutes 32 seconds West a distance of 63.43 feet to a found 1/2 inch diameter iron pin; thence North 64 degrees 58 minutes 43 seconds West a distance of 61.18 feet to a found 1/2 inch diameter iron pin; thence North 47 degrees 49 minutes 33 seconds West a distance of 69.50 feet to a found 1/2 inch diameter iron pin; thence North 35 degrees 00 minutes 05 seconds West a distance of 67.78 feet to a found 1/2 inch diameter iron pin; thence North 15 degrees 54 minutes 21 seconds West a distance of 70.73 feet to a found 1/2 inch diameter iron pin; thence North 00 degrees 20 minutes 48 seconds East a distance of 563.56 feet to a set cotton picker spindle; thence South 85 degrees 36 minutes 33 seconds East a distance of 23.81 feet to a set 5/8 inch diameter iron pin; thence North 40 degrees 05 minutes 48 seconds East a distance of 15.55 feet to a found 1/2 inch diameter iron pin; thence North 79 degrees 34 minutes 49 seconds East a distance of 437.56 feet to a found 1/2 inch diameter iron pin; thence North 03 degrees 47 minutes 41 seconds East a distance of 354.75 feet to a found 1/2 inch diameter iron pin; thence North 71 degrees 56 minutes 02 seconds East a distance of 112.10 feet to a found 1/2 inch diameter iron pin; thence North 71 degrees 55 minutes 52 seconds East a distance of 156.38 feet to a found 1/2 inch diameter iron pin and the northwest corner of Wildflower Meadows Subdivision; thence along the west line of said Wildflower Meadows Subdivision South 03 degrees 06 minutes 36 seconds West a distance of 832.24 feet to a found 1/2 inch diameter iron pin; thence leaving said west line North 87 degrees 56 minutes 15 seconds West a distance of 108.26 feet to a found 1/2 inch diameter iron pin; thence South 03 degrees 03 minutes 18 seconds West a distance of 626.12 feet to a found 1/2 inch diameter iron pin; thence North 87 degrees 51 minutes 31 seconds West a distance of 310.40 feet to a found 1/2 inch diameter iron pin; thence North 87 degrees 55 minutes 51 seconds West a distance of 283.81 feet to the POINT OF BEGINNING, containing 24.35 acres, more or less, and being subject to the right of way of Mount Comfort Road along the south and west sides and Washington County Road # 703 along the west side thereof. And also being subject to any easements, rights of ways, covenants and restrictions of record.



CIVIL / ENVIRONMENTAL ENGINEERING

3715 Business Drive, Suite 202 Fayetteville, AR 72703 (479)444-8171

SCALE: 1"=150'	DATE REVISED:	CHECKED BY:	DRAWN BY:
DATE: 02/03/05	02/28/05	JSC	Konold
Petition for Annexation			
			1/1

**IN THE MATTER OF THE PETITION OF CERTAIN
PROPERTY TO THE CITY OF FAYETTEVILLE,
WASHINGTON COUNTY, ARKANSAS**

NO. CC20-
TITORY TO
ON COUNTY, ARKANSAS
Management and Investment, LP, an
the city of Fayetteville Washington
t. Seq. States as follows:

Come now the petitioners (the "Petitioners"), Dixie Management and Investment, L.P., an Arkansas limited partnership, to annex certain property into the city of Fayetteville, Washington County, Arkansas, pursuant to A.C.A. Section 14-40-601, et. Seq. States as follows:

1. That the petitioners collectively own the real property described on the Plat Map, Exhibit "A", attached hereto and made a part hereof (the "Real Property"), and the Real Property is situated in Washington County, Arkansas, and contiguous with the city of Fayetteville, Arkansas and is within the City of Fayetteville, School District.
2. That the Petitioners name Steve Clark, and Pam Jones as the persons authorized to act on their behalf.
3. That the Petitioners desire that the Real Property become part of the City of Fayetteville, Arkansas, and petitions the County Judge for annexation of the property into the City of Fayetteville.
4. That a true and correct presentation of the Real Property and how it is contiguous to the City of Fayetteville, Arkansas is shown on the Plat Map, Exhibit "A", attached hereto.
5. That the Petitioners herein desire that the Real Property become part of the City of Fayetteville, Washington County, Arkansas, and the Petitioners state that they will do any and all legal acts necessary to accomplish the objective set forth herein.

FROM

(MON) FEB 7 2005 10:10 AM
Plaintiff: Dixie Management and Investments, LP
Defendant: City of Fayetteville
B. 3
Page 21 of 24

THEREFORE, Petitioners respectfully pray that this court set a hearing, and after notice of such hearing, that the County Judge sign an Order annexing the above Real Property into the City of Fayetteville, Washington County, Arkansas, and to order such other relief as is appropriate under applicable law.

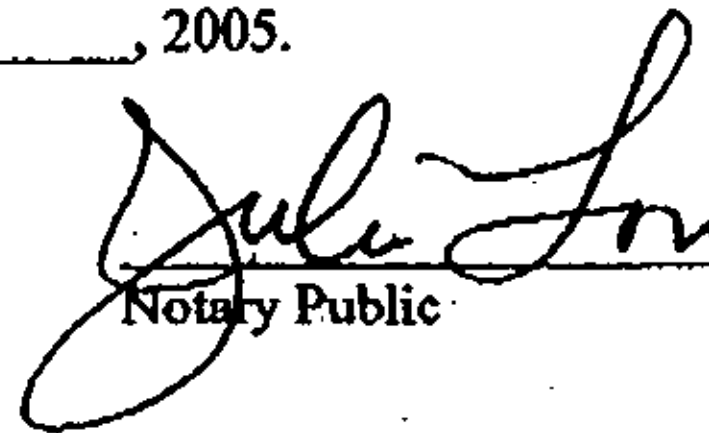
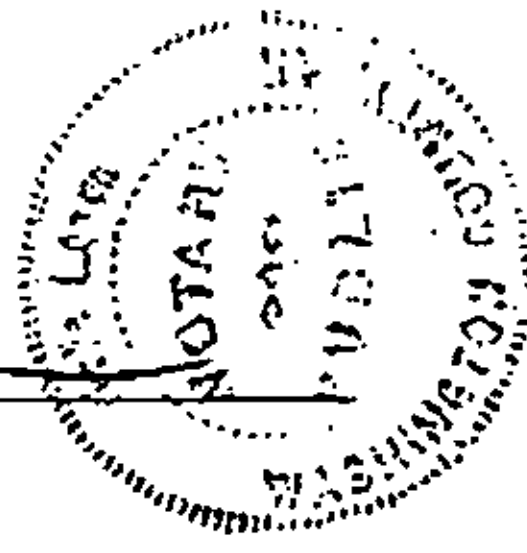
Respectfully submitted this 4th day of February, 2005.


Petitioner and General Partner
Dixie Management and Investments, LP
An Arkansas Limited Partnership
3715 N. Business Drive, Ste. 201
Fayetteville, Ar 72703

State of Arkansas)
County of Washington) ss.

SUBSCRIBED AND SWORN TO before me, a notary Public, this

4th day of February, 2005.


Notary Public


FROM

(MON) FEB 7 2005 10:41/ST 10:39/No. 6816706401 P. 3
Planning Commission Appeal (Dike Development)
Page 22 of 24

EXHIBIT "A"

LEGEND

-  Area Petitioning to be Annexed
 Area within Fayetteville City Limits
 Area in Rural Washington County

Owners:

Dike Management and Investments, LP
3716 N. Business Drive, Ste. 201
Fayetteville, Ar 72703

Section 31
T-17-N
R-30-W

Township Line

COUNTY ROAD NO. 84

SUNSHINE ROAD

MOUNT COMFORT ROAD

Section 1
T-16-N
R-31-W

VICINITY MAP

Annexation Boundary:

Part of the Fractional Northwest Quarter (FRL NW 1/4) of Section 1, Township 16 North, Range 31 West, and part of the South Half (S 1/2) of Section 31, Township 17 North, Range 30 West, of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows:
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and the northwest corner of Wildflower Meadows Subdivision;

thence along the west line of said Wildflower Meadows Subdivision South 03 degrees 08 minutes 38 seconds West a distance of 832.24 feet to a found 1/2 inch diameter iron pin;

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thence North 87 degrees 51 minutes 31 seconds West a distance of 310.40 feet to a found 1/2 inch diameter iron pin;

thence North 87 degrees 55 minutes 51 seconds West a distance of 283.81 feet to the POINT OF BEGINNING, containing 24.35 acres, more or less,

and being subject to the right of way of Mount Comfort Road along the south and west sides and Washington County Road # 703 along the west side thereof. And also being subject to any easements, rights of ways, covenants and restrictions of record.

CLOSURE OK.

NEED TO CORRECT
HIGHLIGHTED
QUARTER REFERENCE.

CLYDE
2-16-05

~~563.56~~ 563.56

Clark
Consulting

CIVIL / ENVIRONMENTAL ENGINEERING

3715 Business Drive, Suite 202 Fayetteville, AR 72703 (479) 444-8171

SCALE: 1"=150'

DATE REVISED:

CHECKED BY:

DRAWN BY:

DATE: 02/03/05

JSC

Konold

Petition for Annexation

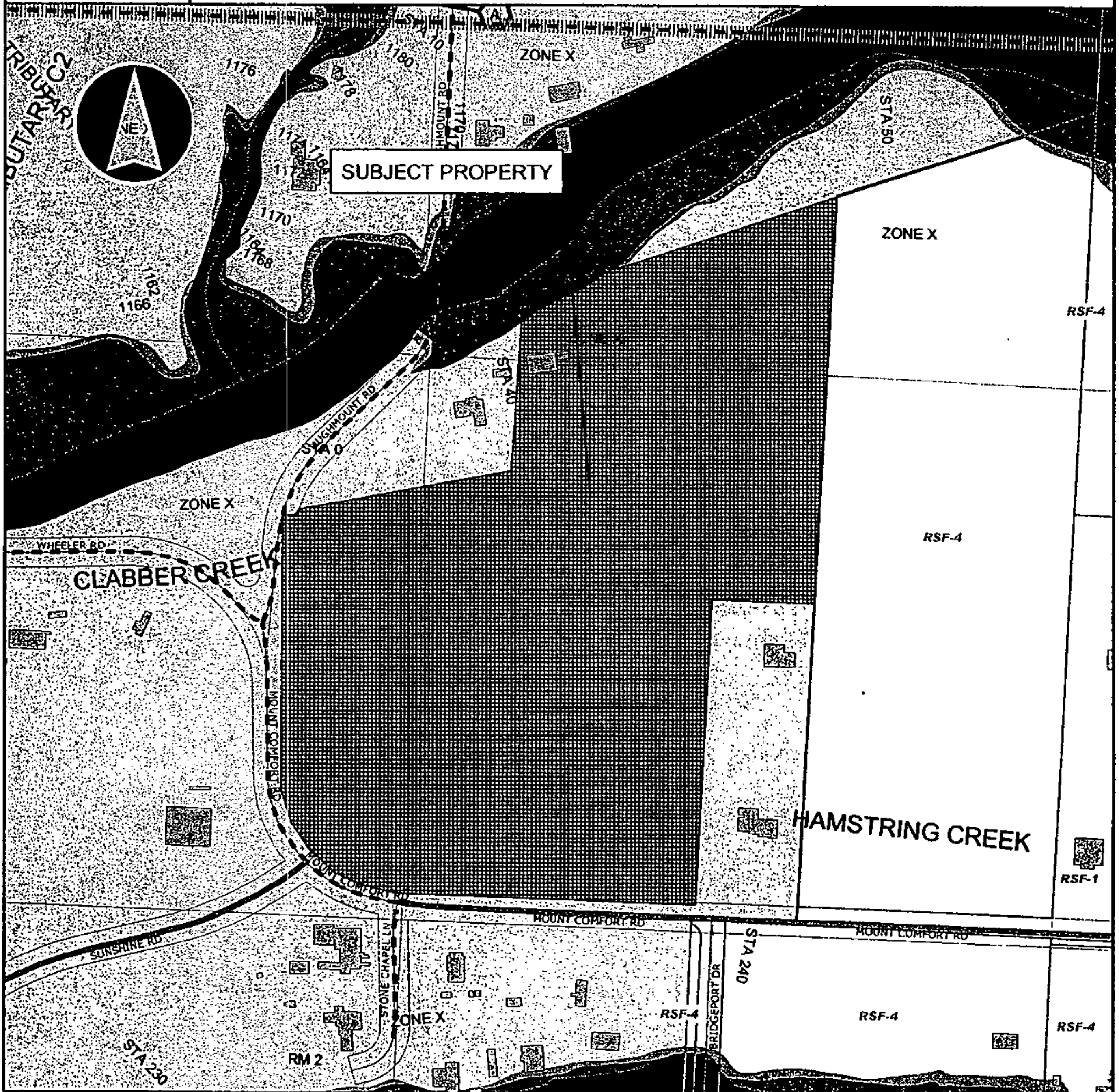
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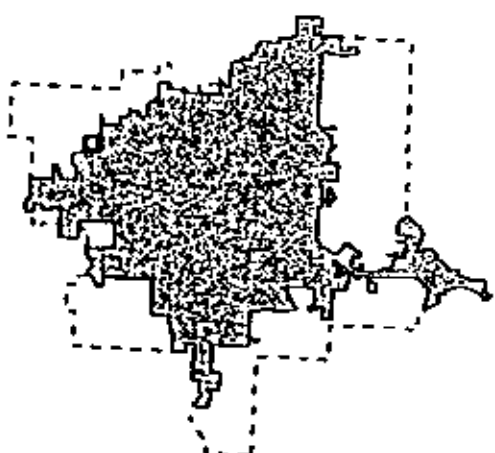
ANX05-1490

Close Up View

DIXIE MANAGEMENT



Overview



Legend

ANX05-1490

Overlay District

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

FLOODWAY

100 YEAR

BaseLine Profile

500 YEAR

LIMIT OF STUDY

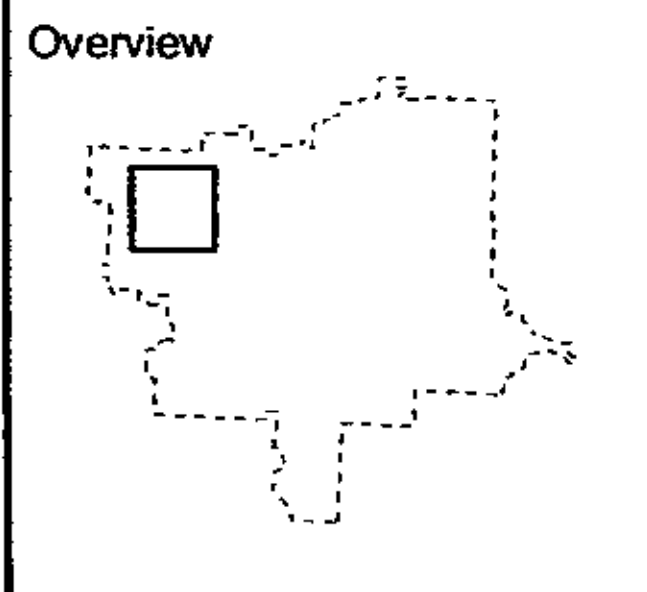
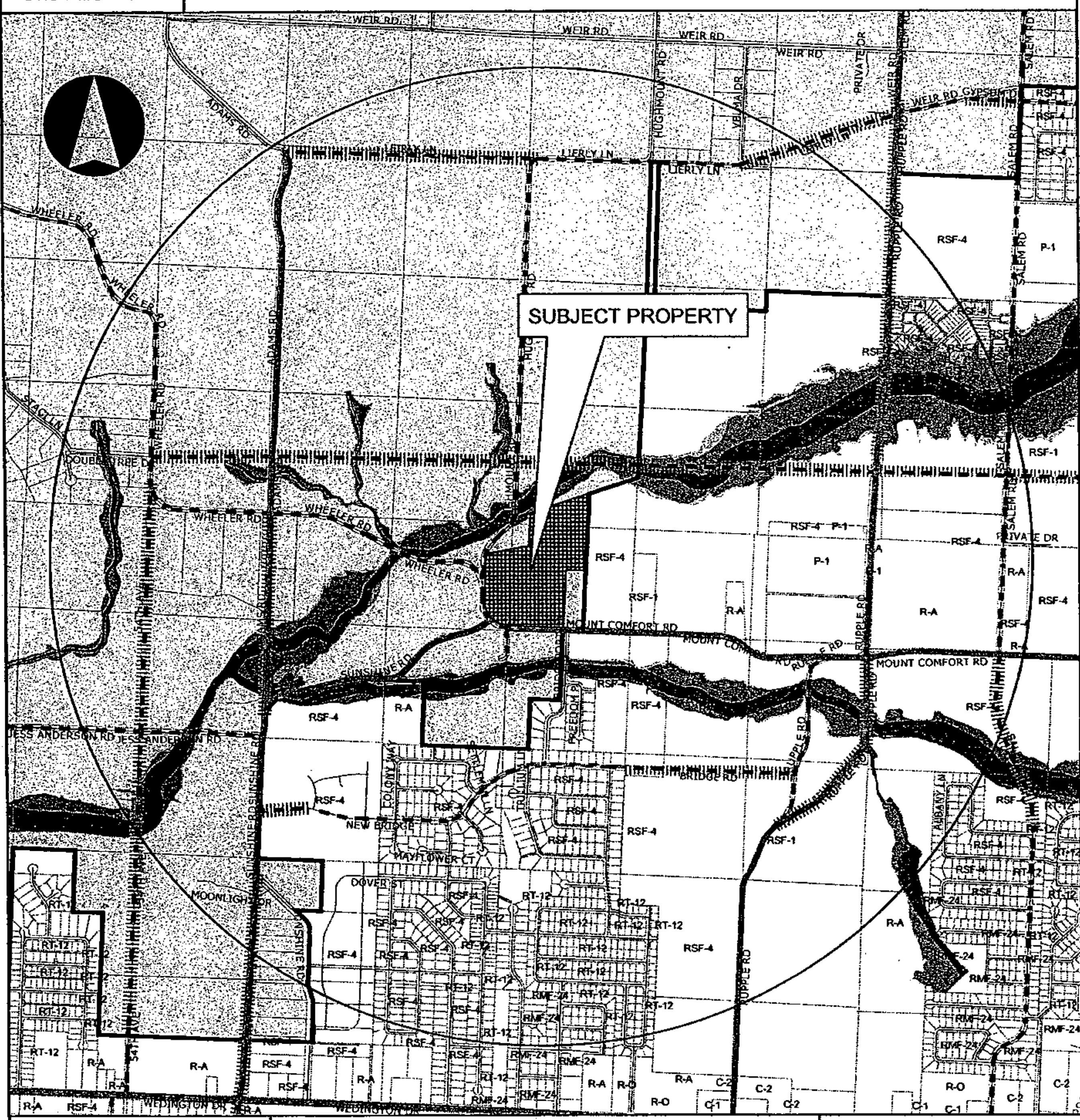
Fayetteville

Outside City



ANX05-1490
One Mile View

DIXIE MANAGEMENT



Legend

Subject Property

ANX05-1490

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.125 0.25 0.5 0.75 1 Miles

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: May 25, 2005

Subject: Rezoning for Dixie Development (RZN 05-1491)

RECOMMENDATION

The Planning Commission voted to recommend approval of the subject rezoning request rezoning approximately 24.35 acres of property from R-A, Residential Agricultural, to RSF-4, Residential Single-Family – 4 units per acre, should the City Council approve the preceding ANX 05-1490.

BACKGROUND

The subject property contains 24.35-acres and is owned by Dixie Development. It is located at the northeast corner of Mount Comfort Road, where the Minor Arterial Street turns north and continues as Hughmount Road. Property recently platted as Wildflower Meadows Subdivision adjoins the property to the east. Other subdivisions such as Bridgeport and Clabber Creek are located south and east of the subject property. If the preceding ANX 05-1490 is approved, the property will be zoned R-A, Residential-Agricultural.

The applicant intends to develop this property for a single family subdivision with 63 single family lots, similar in density and character to the surrounding subdivisions within the City and a recently approved subdivision in the Planning Area. The applicant requests a rezoning of the subject property from R-A to RSF-4 to allow the development of a residential subdivision.

Should the annexation of this property approved, staff recommends approval of this rezoning request based on findings stated herein. The development of this property will be compatible with those residential developments surrounding the property.

DISCUSSION

This item was heard at the regular Planning Commission on May 23, 2005. The Planning Commission voted 9-0-0 to recommend this rezoning request should the City Council vote to approve ANX 05-1490, which would incorporate the subject property into the City of Fayetteville.

Left on Second Reading 6/21/05

The Planning Commission voted 5-4-0 to deny the request to annex the 24.35-acre property, as it would result in the creation of an island of unincorporated property. Anticipating that the denial of the annexation would be appealed by the applicant to the City Council, the City Attorney recommended that the Planning Commission make a recommendation for the rezoning request should the City Council approve the annexation.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 05-1491 FOR APPROXIMATELY 24.35 ACRES LOCATED AT THE NORTHEAST CORNER OF MOUNT COMFORT AND HUGHMOUNT ROAD, FROM R-A, RESIDENTIAL-AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE.

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-A, Residential-Agricultural to RSF-4, Residential Single-Family, 4 units per acre, 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 _____, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
RZN 05-1491

PART OF THE FRACTIONAL NORTHWEST QUARTER (FRL NW 1/4) OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, AND PART OF THE SOUTH HALF (S 1/2) OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON BOLT, SAID BOLT ACCEPTED AND USED AS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE FRACTIONAL NORTHWEST QUARTER (FRL NW 1/4) OF SAID SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST THENCE NORTH 01 DEGREES 53 MINUTES 58 SECONDS EAST A DISTANCE OF 28.33 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN AND THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 40 MINUTES 38 SECONDS WEST A DISTANCE OF 19.29 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 76 DEGREES 20 MINUTES 32 SECONDS WEST A DISTANCE OF 63.43 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 64 DEGREES 58 MINUTES 43 SECONDS WEST A DISTANCE OF 61.18 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 47 DEGREES 49 MINUTES 33 SECONDS WEST A DISTANCE OF 69.50 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 35 DEGREES 00 MINUTES 05 SECONDS WEST A DISTANCE OF 67.78 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 15 DEGREES 54 MINUTES 21 SECONDS WEST A DISTANCE OF 70.73 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 00 DEGREES 20 MINUTES 48 SECONDS EAST A DISTANCE OF 563.56 FEET TO A SET COTTON PICKER SPINDLE; THENCE SOUTH 85 DEGREES 36 MINUTES 33 SECONDS EAST A DISTANCE OF 23.81 FEET TO A SET 5/8 INCH DIAMETER IRON PIN; THENCE NORTH 40 DEGREES 05 MINUTES 48 SECONDS EAST A DISTANCE OF 15.55 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 79 DEGREES 34 MINUTES 49 SECONDS EAST A DISTANCE OF 437.56 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 03 DEGREES 47 MINUTES 41 SECONDS EAST A DISTANCE OF 354.75 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 71 DEGREES 56 MINUTES 02 SECONDS EAST A DISTANCE OF 112.10 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 71 DEGREES 55 MINUTES 52 SECONDS EAST A DISTANCE OF 556.38 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN AND THE NORTHWEST CORNER OF WILDFLOWER MEADOWS SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID WILDFLOWER MEADOWS SUBDIVISION SOUTH 03 DEGREES 06 MINUTES 36 SECONDS WEST A DISTANCE OF 832.24 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE LEAVING SAID WEST LINE NORTH 87 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 208.26 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE SOUTH 03 DEGREES 03

MINUTES 18 SECONDS WEST A DISTANCE OF 626.12 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 87 DEGREES 51 MINUTES 31 SECONDS WEST A DISTANCE OF 310.40 FEET TO A FOUND 1/2 INCH DIAMETER IRON PIN; THENCE NORTH 87 DEGREES 55 MINUTES 51 SECONDS WEST A DISTANCE OF 283.81 FEET TO THE POINT OF BEGINNING, CONTAINING 24.35 ACRES, MORE OR LESS, AND BEING SUBJECT TO THE RIGHT OF WAY OF MOUNT COMFORT ROAD ALONG THE SOUTH AND WEST SIDES AND WASHINGTON COUNTY ROAD # 703 ALONG THE WEST SIDE THEREOF. AND ALSO BEING SUBJECT TO ANY EASEMENTS, RIGHTS OF WAYS, COVENANTS AND RESTRICTIONS OF RECORD.

DRAFT



PC Meeting of May 23, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: May 19, 2005

RZN 05-1491: (DIXIE DEVELOPMENT, 321): Submitted by STEVE CLARK for property located at NE CORNER WEST COMFORT AND HUGHMOUNT RD. The property is zoned R-A, RESIDENTIAL AGRICULTURAL, and contains approximately 24.35 acres. The request is to rezone the subject property to RSF-4, Residential Single-family, 4 units per acre.

Property Owner: DIXIE DEVELOPMENT

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the requested rezoning should the preceding annexation be approved based on the findings included as part of this report.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
		☒ Approved	☐ Denied
Date:	<u>May 23, 2005</u>	Motion to approve, contingent upon City Council's approval of annexation, made by Myra Trumbo ²	
CITY COUNCIL ACTION:		Required	<u>YES</u>
		☐ Approved	☐ Denied
Date:	<u>June 21, 2005 (1st reading if recommended)</u>		

9-0-0

Comments:

BACKGROUND:

Property description: The subject property contains four parcels of property consisting of 24.35-acres. The property is owned by Dixie Development. It is located at the northeast corner of Mount Comfort Road, where the Minor Arterial Street turns north and continues as Hughmount Road. Property recently subdivided as Wildflower Meadows Subdivision adjoins the property to the east. Other subdivisions such as Bridgeport and Clabber Creek are located south and east of the subject property. If approval of the preceding ANX 05-1490 is granted, the property will be zoned R-A, Residential Agricultural. If it is not, this request may not be voted upon.

Proposal: The applicant intends to develop this property for a single family subdivision with 63 single family lots, similar in density and character to the surrounding subdivisions. The applicant requests a rezoning of the subject property from R-A, Residential Agricultural, to RSF-4, Residential Single-family – 4 units per acre, to allow the development of a residential subdivision.

Recommendation: Should the previous annexation request ANX 05-1490 be approved, staff recommends approval of this rezoning request based on findings stated herein. The development of this property will be compatible with those residential developments surrounding the property.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Hamstring Creek; Residential Single Family on large lots	Planning Area
South	Large Lot Residential Development	Planning Area
East	Wildflower Meadows Subdivision	RSF-4, Res. Single Family – 4 units/acre
West	Large Lot Residential Development	Planning Area

INFRASTRUCTURE:

Streets: Currently the site has access to Mt. Comfort Road. Mt. Comfort Road is a minor arterial along the south boundary of the property and a collector along the west side of the property by the current Master Street Plan. Road improvements required for Mt. Comfort Road along the property are to include: right-of-way dedication, pavement 14' from centerline, curb and gutter, storm drainage, and sidewalks.

Surrounding Master Street Plan Streets:

South: Mount Comfort Road, Minor Arterial

West: Mount Comfort Road and Hughmont Road, Collect Streets

East: Morning Mist Road, Collector Street

Water: Public water is adjacent to the site. There is an 8" main along the south and west side of Mt. Comfort Road. There is a 4" main parallel to the 8" main along the north side of Mt. Comfort Road. There is a 6" main along Hughmont Road. There may be existing water stub-outs from development on the east side of the development. Water service would need to be extended within the property at the time of development. Minimum size of new water mains is 8". Additional connections may be required to complete a looped system. This may include an off-site connection to be determined at a later date. No long range improvements to the water system are planned at this time for this area. A study of the water supply to serve this property **shall** be conducted prior to development at the cost of the developer.

- Sewer:** The site **does** have access sanitary sewer. There is a 15" sewer main approximately 520 feet south of the property along Hamstring Creek, and an 8" main within the development to the east. Minimum size of new sewer mains is 8". Sewer would need to be extended to serve the property. A capacity analysis of the downstream sewer lines **shall** be conducted and a capacity analysis of the lift stations downstream of the site **shall** be conducted by the developer prior to development.
- Fire:** The subject property is located approximately 1.8 miles from Fire Station #7. Response time to the property is projected at 5 minutes. At full build-out, a projected 22 calls are expected with a projected response time of 5.5 minutes.
- Police:** It is the opinion of the Fayetteville Police Department that this rezoning **will** substantially alter the population density and **will possibly** create an undesirable increase on police services. This rezoning will increase our response time to calls for service because this property is on the very outer fringes of our current service area. The potential of creating 97 new homes will dramatically increase the traffic on an already congested arterial street. (Mt Comfort Road).

LAND USE PLAN: The Future Land Use Plan designates this site **Residential**. Rezoning this property to RSF-4 is consistent with the land use plan and is compatible with surrounding properties.

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 and policies and is compatible with zoning and use of adjacent properties. Surrounding properties are residential or agricultural in nature. The subject property provides for an extension of existing single family subdivisions. The Future Land Use Plan identifies the subject property for residential development.
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 order to promote orderly and consistent development patterns making use of existing infrastructure. It will provide the potential for development comparable to the approved subdivisions in this area.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Access to this site is provided by Mount Comfort Road, designated a Minor Arterial to the south and a Collector to the west. Access is also available from Morning Mist Road, a Collector street. Development of this 24.35-acre tract will increase the traffic on the adjacent streets; however, these streets have been identified to be designed to carry large volumes of traffic per day. A thorough review of the proposed connectivity to Mount Comfort Road from within the property and the extension of Morning Mist Road will be required at the time of development. According to the preliminary concept plan for development, Morning Mist Dr. stubs-out to the west and does not connect to the adjacent collector street. A curb cut onto Mount Comfort Rd/Hughmount Dr. is proposed in close proximity to the eventual connection of Morning Mist Drive. At the time of development, staff will evaluate the proposed street intersections onto the surrounding Master Street Plan streets to ensure the safe traffic movement.

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 would increase population density. The approximately 24.35-acre tract under an R-A, Residential Agricultural designation would allow for a maximum of 12 dwelling units (1 per 2 acres). With the proposed RSF-4 designation, 97 dwelling units would be permitted. This increases the possible number of residential units, yet is consistent with land use and zoning within the City of Fayetteville and developing areas to the east and south.

Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

It is the opinion of the Fayetteville Police Department that this rezoning will substantially alter the population density and will possibly create an undesirable increase on police services. This rezoning will increase our response time to calls for service because this property is on the very outer fringes of our current service area. The potential of creating 97 new homes will dramatically increase the traffic on an already congested arterial street. (Mt Comfort Road).

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

161.03 District R-A, Residential-Agricultural

- (A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
----------------	----------

(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

- (F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

- (G) *Building area.* None.

161.07 District Rsf-4, Residential Single-Family – Four Units Per Acre

- (A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

- (F) *Height.* None.

- (G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

May 16, 2005

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to **RZN05-1491: (DIXIE DEVELOPMENT, 321)**: Submitted by STEVE CLARK, for property located at NE CORNER MT. COMFORT AND HUGHMOUNT RD. The property is zoned R-A RESIDENTIAL AGRICULTURAL and contains approximately 24.35 acres. The request is to rezone the subject property to RSF-4, Residential Single Family, 4 units per acres.

It is the opinion of the Fayetteville Police Department that this rezoning will substantially alter the population density and will possibly create an undesirable increase on police services. This rezoning will increase our response time to calls for service because this property is on the very outer fringes of our current service area. The potential of creating 97 new homes will dramatically increase the traffic on an already congested arterial street. (Mt Comfort Road).

Individually, each of these annexations and rezoning do not necessarily substantially alter the population density, nor do they create and appreciable increase in traffic danger and congestion. The sum total presented over the years, however, has had a substantial impact on the demand for police services and has caused an appreciable increase in traffic congestion.

Sincerely,

Captain William Brown
Fayetteville Police Department

Fayetteville Fire Department Service Delivery Impact: Zoning Review May 10, 2005										
Item	Subdivision	Annexation	Acres	Closest Fire Station	Distance from Fire Station	Response Time to Proposal area	Projected Response Time to Proposal Area at Maximum Build Out	Projected Calls for Service at Maximum Build Out per year	Projected Fire/Other Calls for Service at Maximum Build Out per year	Projected EMS Calls for Service at Maximum Build Out per year
ANX05-1488	Collins/Kinghorn	YES	17.33	*3				0	0	0
RZN05-1489	Collins/Kinghorn		17.33	*3	4.4 miles	8 minutes	8.5 minutes	16	6	10
RZN05-1489	Collins/Kinghorn		17.33	5	5.5 miles	12 minutes	12 minutes	16	6	10
ANX05-1490	Dixie Develop	YES	24.35	7				0	0	0
RZN05-1491	Dixie Develop		24.35	7	1.8 miles	5 minutes	5.5 minutes	22	9	13
ANX05-1495	Benton Develop	YES	10.66	7				0	0	0
RZN05-1502	Benton Develop		10.66	7	2.6 miles	6 minutes	6.5 minutes	10	4	6

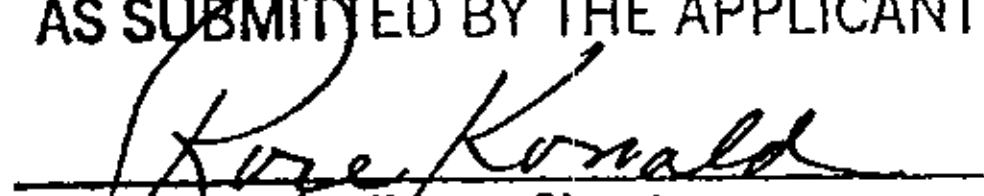
* = Proposed Station 3

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED:

Part of the Fractional Northwest Quarter (FRL NW 1/4) of Section 1, Township 16 North, Range 31 West, and part of the South Half (S 1/2) of Section 31, Township 17 North, Range 30 West, of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Commencing at a found iron bolt, said bolt accepted and used as the Southwest corner of the Southeast Quarter (SE 1/4) of the Fractional Northwest Quarter (FRL NW 1/4) of said Section 1, Township 16 North, Range 31 West thence North 01 degrees 53 minutes 58 seconds East a distance of 28.33 feet to a found 1/2 inch diameter iron pin and the POINT OF BEGINNING ;thence North 84 degrees 40 minutes 38 seconds West a distance of 19.29 feet to a found 1/2 inch diameter iron pin; thence North 76 degrees 20 minutes 32 seconds West a distance of 63.43 feet to a found 1/2 inch diameter iron pin; thence North 64 degrees 58 minutes 43 seconds West a distance of 61.18 feet to a found 1/2 inch diameter iron pin; thence North 47 degrees 49 minutes 33 seconds West a distance of 69.50 feet to a found 1/2 inch diameter iron pin; thence North 35 degrees 00 minutes 05 seconds West a distance of 67.78 feet to a found 1/2 inch diameter iron pin; thence North 15 degrees 54 minutes 21 seconds West a distance of 70.73 feet to a found 1/2 inch diameter iron pin; thence North 00 degrees 20 minutes 48 seconds East a distance of 563.56 feet to a set cotton picker spindle; thence South 85 degrees 36 minutes 33 seconds East a distance of 23.81 feet to to a set 5/8 inch diameter iron pin; thence North 40 degrees 05 minutes 48 seconds East a distance of 15.55 feet to a found 1/2 inch diameter iron pin; thence North 79 degrees 34 minutes 49 seconds East a distance of 437.56 feet to a found 1/2 inch diameter iron pin; thence North 03 degrees 47 minutes 41 seconds East a distance of 354.75 feet to a found 1/2 inch

diameter iron pin; thence North 71 degrees 56 minutes 02 seconds East a distance of 112.10 feet to a found 1/2 inch diameter iron pin; thence North 71 degrees 55 minutes 52 seconds East a distance of 556.38 feet to a found 1/2 inch diameter iron pin and the northwest corner of Wildflower Meadows Subdivision; thence along the west line of said Wildflower Meadows Subdivision South 03 degrees 06 minutes 36 seconds West a distance of 832.24 feet to a found 1/2 inch diameter iron pin; thence leaving said west line North 87 degrees 56 minutes 15 seconds West a distance of 208.26 feet to a found 1/2 inch diameter iron pin; thence South 03 degrees 03 minutes 18 seconds West a distance of 626.12 feet to a found 1/2 inch diameter iron pin; thence North 87 degrees 51 minutes 31 seconds West a distance of 310.40 feet to a found 1/2 inch diameter iron pin ; thence North 87 degrees 55 minutes 51 seconds West a distance of 283.81 feet to the POINT OF BEGINNING , containing 24.35 acres, more or less, and being subject to the right of way of Mount Comfort Road along the south and west sides and Washington County Road # 703 along the west side thereof. And also being subject to any easements, rights of ways, covenants and restrictions of record.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT


Applicant's Signature

1st Submittal
submitted as: RZN 05-1491
4/21/05
TJ

Dixie Management and Investments, LP. , owners of this parcel on Mount Comfort Road, are requesting to rezone the property from R-A to RSF-4. They propose to develop the land into a residential subdivision.

The preliminary lot layout consists of 63 single family lots, which is compatible with Bridgeport Addition and Clabber Creek. Egress will be onto Mount Comfort Road and Hughmount Road

Each entrance will have a monument sign identifying the subdivision built in accordance with City regulations.

The developer will build an 8" sewer line along Sunshine Road, CR 887, to the southwest to an existing lift station. Water mains will be extended into the development from the existing subdivision to the east. The development will also tie into the existing water main along Mount Comfort Road.

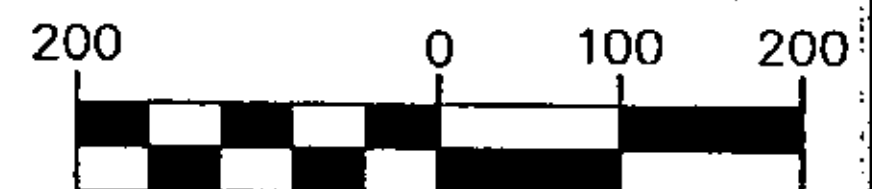
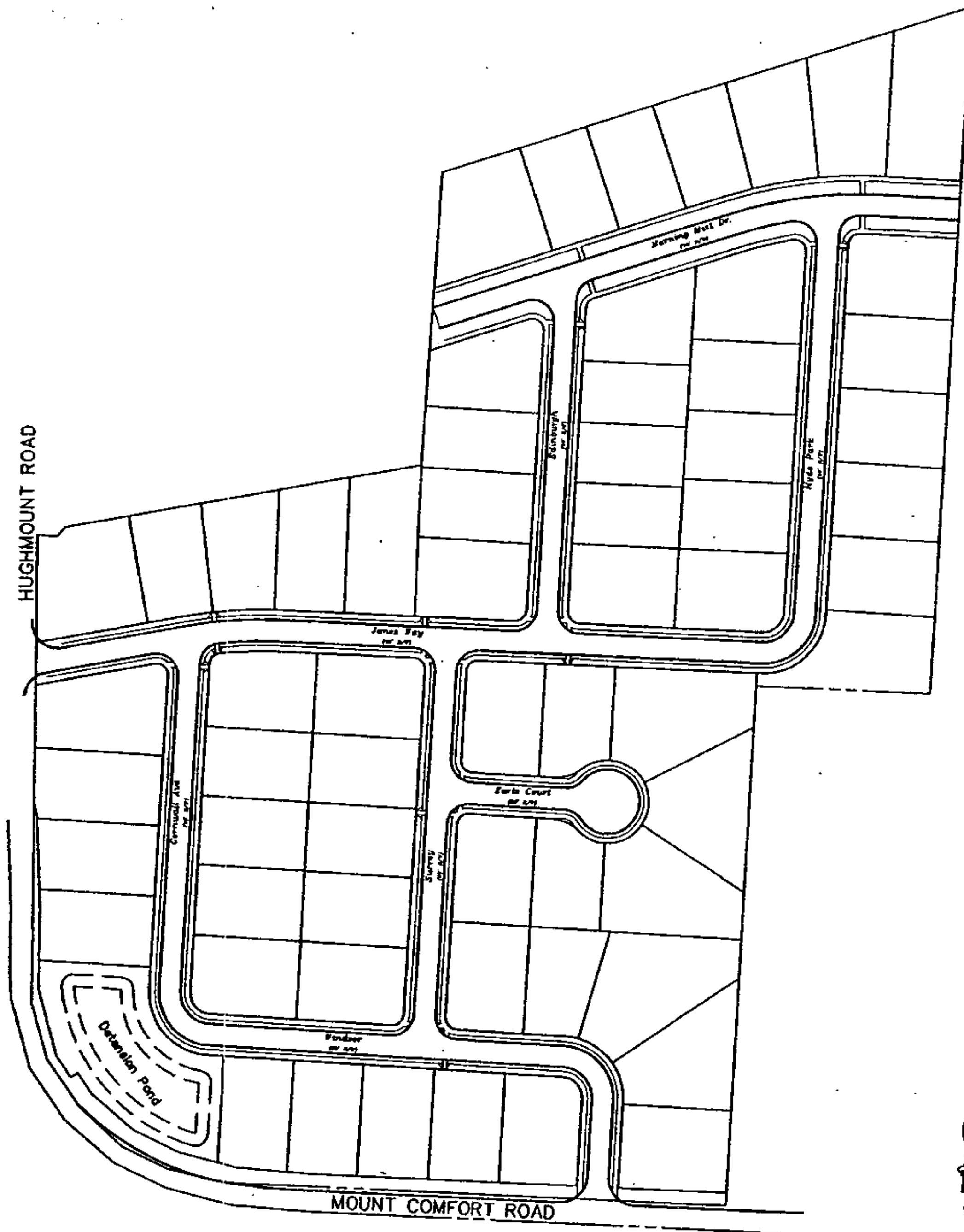
The Fayetteville Land Use plan shows this area to be low density single family residential. Our request for the zoning to be RSF-4 is consistent with the land use plan.

With the rapid growth in the area the supply of single family lots is continuously being depleted. We believe that this rezoning request is justified and needed.

Mt. Comfort Road is shown to be a minor arterial and will handle the increase in traffic caused by this development.

Single family development is one of the lowest densities that we can request. It will not adversely impact the infrastructure in the area.

The existing zoning of this property is Agricultural and constructing residential subdivisions in agricultural zoning districts is not practical.



(IN FEET)
1 inch = 200 ft.



CIVIL / ENVIRONMENTAL ENGINEERING

3715 Business Drive, Suite 202 Fayetteville, AR 72703 (479)444-8171

SCALE: 1" = 200'	DATE REVISED:	CHECKED BY:	DRAWN BY:
DATE: 04/13/05		JSC	Konold

Preliminary Lot Layout

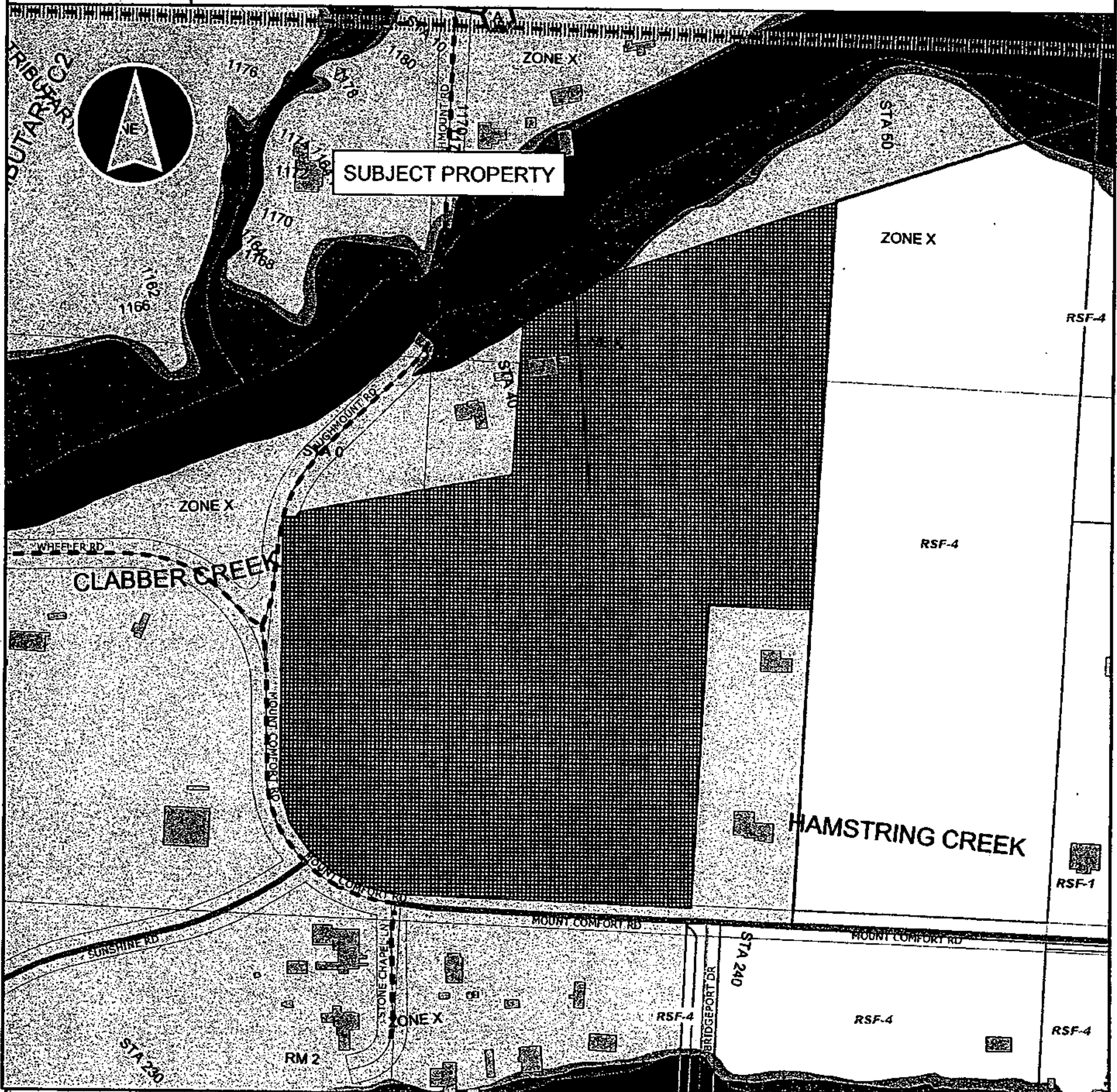
Mount Comfort Road - Israel

1
1

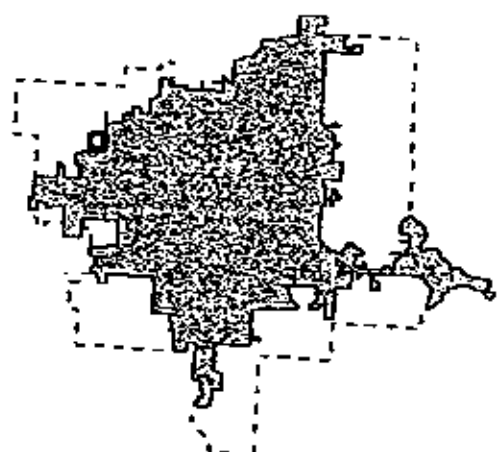
RZN05-1491

Close Up View

DIXIE DEVELOPMENT



Overview



Legend

RZN05-1491

Overlay District

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

FLOODWAY

100 YEAR

Baseline Profile

Fayetteville

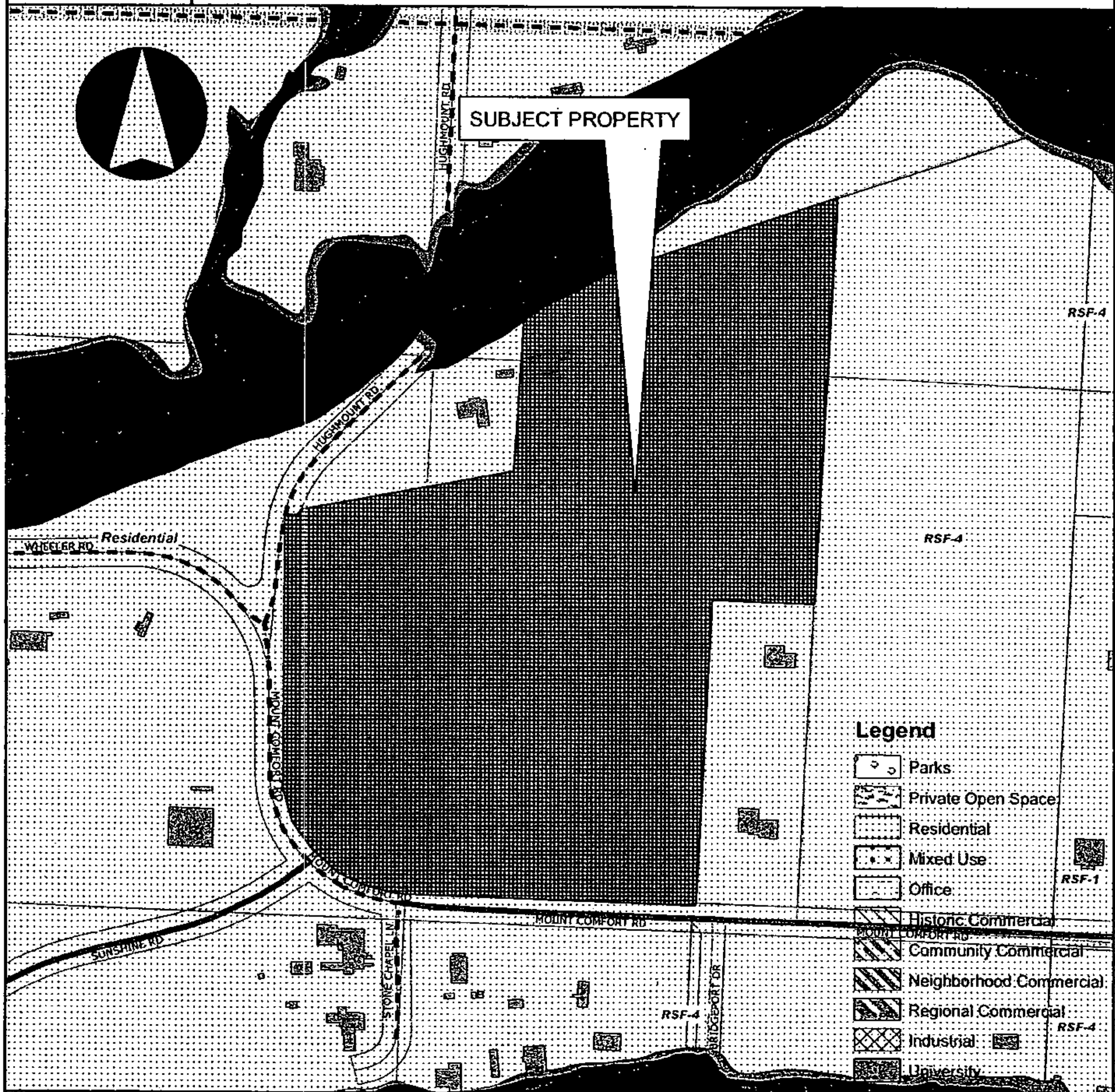
Outside City

0 75 150 300 450 600
Feet

RZN05-1491

Future Land Use

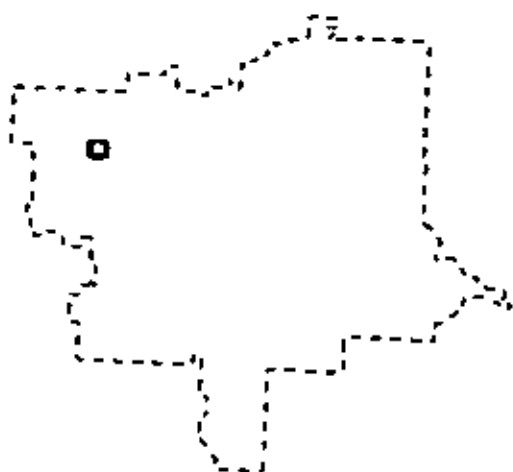
DIXIE DEVELOPMENT



Legend

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

- RZN05-1491

Streets

- Existing
- Planned

Boundary

- Planning Area
- Overlay District
- Outside City

Master Street Plan

- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Collector

0 50 100 200 300 400
Feet

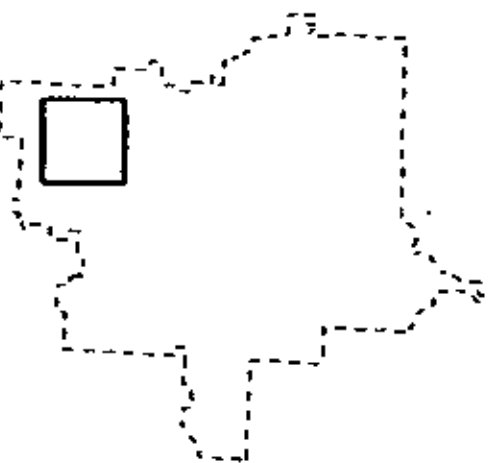
RZN05-1491

DIXIE DEVELOPMENT

One Mile View



Overview



Legend

Subject Property

RZN05-1491

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.125 0.25

0.5

0.75

1

Miles

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

B.4.
RZN 05-1491 Dixie Development
Page 21 of 22

21-Jun-05
City Council Meeting Date

Jeremy Pate *JP*
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1491: (DIXIE DEVELOPMENT, 571): Submitted by Steve Clark for property located at the northeast corner of Mount Comfort and Hughmont. The property is zoned R-A, Residential-Agricultural, and contains approximately 24.35 acres. The request is to *rezone* *9/10* annex the subject property to RSF-4, Residential Single-Family, 4 units per acre.

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

Budgeted Item ☐

Budget Adjustment Attached ☐

[Signature] 6-2-05
Department Director Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

[Signature] 6-3-05
City Attorney Date

[Signature] 6-6-05
Finance and Internal Service Director Date

Received in City Clerk's Office



[Signature] 6/6/05
Mayor Date

Received in Mayor's Office



Comments:



DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and City Council

FROM: Stephen Davis, Finance & Internal Services Director 

DATE: June 16, 2005

SUBJECT: City Wide Special Census

Recommendations

Staff recommends approval of the Memorandum of Understanding with the U.S. Census Bureau and approving a budget adjustment in the amount of \$961,770 from General Fund Undesignated Reserves to provide funding for this agreement.

Background

A Special Census is a basic enumeration of population, housing units, and group quarters conducted by the Census Bureau at the request of a governmental unit such as a state, county, or city. They are conducted on a cost-reimbursable basis. The Census Bureau's authority to conduct Special Censuses is specified in Title 13, United States Code, Section 196. A Special Census is requested when local officials believe there has been a significant population change in their community due to growth or annexation.

Currently it is estimated that Fayetteville's population has grown from 58,047 in 2000 to a current population of 70,351. This represents a 21% increase in population from 2000 to 2005.

Act 331 of 1995 provides the authorization for amending the distribution of state turnback funds for General Fund and Street Fund when a special census is conducted. The Act stipulates that the special census population for a city or incorporated town be substituted for the most recent federal decennial census population for that city or incorporated town and that state turnback be recalculated for all cities and incorporated towns in Arkansas based on the new population proportion.

Current Status

City staff has determined that a city-wide special census will benefit the City of Fayetteville by increasing State Turnback revenues for both General Fund and Street Fund. This determination is based on a predicted population of 70,351. This predicted population estimate was provided the City by the Northwest Arkansas Regional Planning Commission and is the population basis the Census Bureau used to develop the Special Census cost estimate of \$961,770.

Staff has calculated that General Fund will essentially recover the cost of this Special Census by mid-2011 and Street Fund will receive an additional \$2.7 million in State Turnback. The per capita for General Fund is \$15.50 per capita and for Street Fund is \$47.00 per capita. As each city conducts a special census the per capita rate for State Turnback purposes will be lowered based on an increase in total city and incorporated town population statewide. The official 2000 population for the State of Arkansas is 2,673,400.

Based on the impact that the increase of Fayetteville population will have on the total Arkansas population, the per capita amounts will lower for General and Street to \$15.39 and \$46.66 respectively.

Census 2000	Arkansas City/Town Population	Per Capita Turnback	Total Turnback Available	Revised Fayetteville Population	Revised Arkansas Population	Revised Per Capita Turnback
Street Turnback	1,709,229	\$ 47.00	\$ 80,333,763	70,351	1,721,533	\$ 46.66
General Turnback	1,709,229	\$ 15.50	\$ 26,493,050	70,351	1,721,533	\$ 15.39
		\$ 62.50	\$ 106,826,813			\$ 62.05

Based on the schedule below, the change in population will provide the City of Fayetteville with \$3,503,479 in additional state turnback revenue, over the next five years.

City of Fayetteville, Arkansas State Turnback Projections					
	Population	Per Capita Amount	Annual Projection	Projected Total	
Official Census					
Street Turnback	58,047	\$ 47.00	\$ 2,728,209	\$ 16,369,254	75.2%
General Turnback	58,047	15.50	899,729	5,398,371	24.8%
		\$ 62.50	\$ 3,627,938	\$ 21,767,625	100.0%
Special Census					
Street Turnback	70,351	\$ 46.66	\$ 3,282,865	\$ 19,697,190	75.2%
General Turnback	70,351	15.39	1,082,647	6,495,882	24.8%
		\$ 62.05	\$ 4,365,512	\$ 26,193,072	100.0%
Additional Turnback					
Street Fund			\$ 554,656	\$ 2,634,616	75.2%
General Fund			182,918	868,863	24.8%
Total			\$ 737,575	\$ 3,503,479	100.0%

Budget Considerations

The cost of contracting out the special census with the U.S. Census bureau is \$961,770. This estimated cost is based on a population estimate of 70,351 persons. Of the \$961,770, \$438,230 will be paid to the Census Bureau in advance and \$523,540 is held by the City to pay local persons who work on the special census.

Currently it is projected that \$3,503,479 in additional revenue will be received by the City of Fayetteville during a five year period until a complete 2010 census update.

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES CENSUS BUREAU FOR THE PURPOSE OF CONDUCTING A SPECIAL CENSUS FOR FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$961,770.00; AND APPROVING A BUDGET ADJUSTMENT.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a Memorandum of Understanding with the United States Census Bureau for the purpose of conducting a Special Census for Fayetteville, Arkansas in the amount of \$961,770.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount of \$961,770.00.

PASSED and APPROVED this 5th day of July 2005

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

DRAFT

City of Fayetteville, Arkansas
State Turnback Projections

	Population	Per Capita Amount	Projected* 2006	Projected 2007	Projected 2008	Projected 2009	Projected 2010	Projected** 2011	Projected Total
Official Census									
Street Turnback	58,047	\$ 47.00	\$ 2,728,209	\$ 2,728,209	\$ 2,728,209	\$ 2,728,209	\$ 2,728,209	\$ 2,728,209	\$ 16,369,254
General Turnback	58,047	15.50	899,729	899,729	899,729	899,729	899,729	899,729	5,398,371
		\$ 62.50	\$ 3,627,938	\$ 3,627,938	\$ 3,627,938	\$ 3,627,938	\$ 3,627,938	\$ 3,627,938	\$ 21,767,625
Special Census									
Street Turnback	70,351	\$ 46.66	\$ 3,282,865	\$ 3,282,865	\$ 3,282,865	\$ 3,282,865	\$ 3,282,865	\$ 3,282,865	\$ 19,697,190
General Turnback	70,351	15.39	1,082,647	1,082,647	1,082,647	1,082,647	1,082,647	1,082,647	6,495,882
		\$ 62.05	\$ 4,365,512	\$ 4,365,512	\$ 4,365,512	\$ 4,365,512	\$ 4,365,512	\$ 4,365,512	\$ 26,193,072
Additional Turnback									
Street Fund			\$ 277,328	\$ 554,656	\$ 554,656	\$ 554,656	\$ 554,656	\$ 138,664	\$ 2,634,616
General Fund			91,459	182,918	182,918	182,918	182,918	45,730	868,863
Total			\$ 368,787	\$ 737,575	\$ 737,575	\$ 737,575	\$ 737,575	\$ 184,394	\$ 3,503,479

* Based on the seven (7) month completion schedule from the Census Bureau, it is estimated that nine (6) months of the increased population will be in 20

** Based on estimated Official 2010 Census release date of information, it is estimated that three (3) months of the increased population will remain in 20



MEMORANDUM OF UNDERSTANDING NO.
CITY OF FAYETTEVILLE, ARKANSAS
AND THE UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS

Memorandum of Understanding
between the *United States of America, Department of Commerce, Bureau of the Census,*
(hereinafter referred to as the *Census Bureau*)
and

the *City of Fayetteville, Washington County, Arkansas.*
(hereinafter referred to as the *Governmental Unit*).

INTRODUCTION

1. The *Governmental Unit* has requested that a special census be taken under the authority of *Title 13, United States Code, Section 196.*
2. *Section 196 of Title 13* authorizes the *Secretary of Commerce* to take a special census for a state, local, or tribal government upon payment of the actual or estimated cost.
3. The *Governmental Unit* is willing to pay all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census.
4. In taking the special census, the *Governmental Unit* is directly responsible for recruiting and compensating all field personnel determined necessary by the *Census Bureau* for taking the special census. Notwithstanding the *Governmental Unit's* responsibility for recruitment and compensation, such field personnel shall be and remain employees of the *Census Bureau*, subject to all appropriate Federal laws, and under its direct supervision. In this regard, the *Census Bureau* reserves the right to reject persons recommended by the *Governmental Unit* if such persons fail to meet employment criteria.

TERMS

Acknowledging the foregoing, the parties agree as follows:

- A. (1) The *Census Bureau* shall designate one or more experienced employees to direct the taking of the special census.
- (2) The *Census Bureau* employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of enumerators, crew leaders, and other temporary personnel employed locally to take the special census. The designated *Census Bureau* employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the *Governmental Unit* nor any representative of the *Governmental Unit* shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.
- B. (1) The *Governmental Unit* shall update maps of the proposed census area in accordance with instructions provided by the *Census Bureau*. The *Governmental Unit* shall provide any certification of legal boundaries within the proposed census area as required by the *Census Bureau*. Once the *Governmental Unit* boundaries have been certified by the *Census Bureau*, these boundaries will become the official boundaries for the special census. Any annexations after the *Governmental Unit* has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the *Census Bureau*.
- (2) The *Governmental Unit* shall supply, free of charge, satisfactory office quarters equipped with telephone(s), office furniture, photocopier, fax machine, and other equipment and furnishings as determined necessary and proper by the *Census Bureau*. These quarters must meet all security and confidentiality requirements as agreed to by the *Census Bureau* representative.

MOU No.:
City of Fayetteville, Arkansas

- (3) The *Governmental Unit* shall recruit sufficient qualified applicants for enumerators, crew leaders, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the *Census Bureau*, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The *Census Bureau* reserves the right to reject any persons recommended by the *Governmental Unit* if such persons fail to meet the established employment standards. The *Governmental Unit* shall be responsible for all administrative operations relating to the reconciliation and payment of these employees. The *Governmental Unit* shall also comply with all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder.
- (a) In the event that sufficient suitable applicants are not furnished by the *Governmental Unit* for the necessary positions and the *Census Bureau* must expend funds to obtain applicants to fill the remaining positions, the *Governmental Unit* agrees to reimburse the *Census Bureau* for those additional expenses. This will increase the costs estimated in B.(4). and B.(5). In addition, if the *Governmental Unit* fails to provide sufficient suitable applicants, delays in completing the special census may occur.
- (4) (a) The *Governmental Unit* shall pay directly enumerators, crew leaders, and others hired locally to conduct the actual enumeration, at rates of pay fixed by the *Census Bureau*. The compensation of such enumerators, crew leaders, and others shall be paid to them directly by the *Governmental Unit* upon approval by the designated *Census Bureau* employee. The *Governmental Unit* shall pay or withhold from the compensation paid to the enumerators, crew leaders, and others locally employed all amounts necessary for Social Security, federal, state, and local income tax, or other sums required to be paid or withheld by federal, state, or local laws. The amount necessary to cover these expenses, not including worker's compensation and unemployment benefits, is estimated to be \$523,540. The *Governmental Unit* agrees that these funds will be available for disbursement upon approval of the designated *Census Bureau* employee.
- (b) The *Government Unit* shall reimburse the *Census Bureau* for all funds expended by the *Census Bureau* resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
- (c) The *Governmental Unit* shall reimburse the *Census Bureau* and/or the United States for all funds expended in the processing, investigation and defense of all administrative and/or judicial claims regarding the actions of temporary employees arising from their employment pursuant to this Memorandum of Understanding (MOU). In addition, the *Governmental unit* agrees to indemnify the *Census Bureau* and/or the United States for any settlements and/or judgments incurred by the latter as a result of the actions of temporary employees arising from their employment pursuant to this MOU.
- (5) In addition to the salary expenses to be paid directly by the *Governmental Unit* to all temporary employees hired locally, the *Governmental Unit* agrees to pay all other expenses related to the taking of the special census, including but not limited to (a) administrative and technical work performed by headquarters and regional personnel; (b) printing and preparation of enumeration questionnaires and related materials; (c) map preparation; (d) tabulation expenses; (e) the cost of the designated *Census Bureau* employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and (f) other incidental expenses incurred by the *Census Bureau* in completing the special census. Based on an estimate of the population of 70,351, the estimated cost for these services is \$438,230. A payment of that amount shall be furnished to the *Census Bureau* before any work on the special census is performed. The advance payment will be adjusted to actual costs and billing or refund made as appropriate. This payment is for *Census Bureau* costs referenced in this item and excludes those directly payable by the *Governmental Unit* under item B.(4) above.
- (6) In accordance with B.(5), if actual cost exceeds the advance payment, the additional payment to the *Census Bureau* is due in full, 30 days from the date of the invoice. A late charge shall be imposed on the overdue amount for each 30-day period or portion thereof during which the remittance is due. The late charge will be based on a percentage rate equal to the current value of funds to *U.S. Treasury* in accordance with Treasury fiscal requirements.
- C. Notwithstanding the *Governmental Unit's* direct payment of compensation, all temporary enumerators, crew leaders, and others hired locally to conduct the special census are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOU, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section B. (4)(c) herein regarding reimbursement and indemnification requirements).

MOU No.:
City of Fayetteville, Arkansas

- D. The individual information collected by the enumerators on the special census questionnaires is strictly confidential pursuant to the provisions of Title 13, United States Code, and the questionnaires shall be controlled by and returned directly to the authorized representative of the *Census Bureau*. All such special census questionnaires and all other papers relating to the special census are the property of the *Census Bureau* and under the law may only be made available to and examined by *Census Bureau* officials and employees. Unlawful disclosure subjects employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both. The *Census Bureau* shall provide to the *Governmental Unit* the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results. This count, which shall be as of the date of the special census, will be provided in writing and signed by an appropriate *Census Bureau* official.

The *Census Bureau* will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the *Governmental Unit* due to the data not being available by a specific date. The *Governmental Unit* accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the *Census Bureau* will make every effort to collect as much information as possible. If the *Census Bureau* cannot obtain information directly from respondents, the *Census Bureau* will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units. The *Governmental Unit* also accepts that, to complete the count of the group quarters population, it may be necessary for the *Census Bureau* to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The *Census Bureau* will provide detailed statistical results to the *Governmental Unit* subject to limitations imposed by Title 13, United States Code, to protect the confidentiality of respondents.

The *Census Bureau* can only use the special census counts in the intercensal population estimates program if: 1) the entire area of a governmental unit is included in the special census, 2) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and 3) the boundaries are reported to the *Census Bureau* for processing by April 1 of the estimates year, and 4) final approved counts from the Special Census enumeration are ready by August 1 of the estimates year.

If a *Governmental Unit* requests a special census for only a portion of their area, they do so with the understanding that the results of this partial special census will not be included in any subsequent *Census Bureau* population estimates. The *Governmental Unit* shall accept as final the official population count and other statistical results when provided by the *Census Bureau*.

- E. This MOU may be terminated in writing by the *Governmental Unit* before enumeration begins. In the event of termination of the MOU, the *Census Bureau* will be reimbursed by the *Governmental Unit* for costs incurred or obligated prior to the date of termination. Once the enumeration has commenced, it will be carried to completion, the data will be processed, and the results will be reported. The *Census Bureau* may terminate in writing this MOU in whole or in part, when it is in the Federal Government's interest. If this MOU is terminated, the *Census Bureau* will return any unused funds to the *Governmental Unit*.
- F. In the event a dispute arises under or related to the terms of this MOU, and before any legal action is taken, the Parties mutually agree to select a forum for alternate resolution of the dispute.

FOR THE GOVERNMENTAL UNIT

FOR THE CENSUS BUREAU

BY:

BY:

NAME: DATE:

Brian Monaghan DATE:

TITLE:

Chief, Field Division
Bureau of the Census



United States Census Bureau
UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
Washington, DC 20233-0001

C.1.

12

June 10, 2005

City of Fayetteville
Attn: Honorable Dan Coody
113 West Mountain Street
Fayetteville, Arkansas 72701

RECEIVED

JUN 10 2005

**CITY OF FAYETTEVILLE
MAYOR'S OFFICE**

Dear Mayor Coody:

This will acknowledge receipt of your check in the amount of \$200 for a cost estimate for a special census of the City of Fayetteville, Arkansas.

The estimated total cost of the special census of the City of Fayetteville, based on your population estimate of 70,351 persons, is \$961,770. Of this amount, \$438,230 is paid to the Census Bureau in advance, and \$523,540 is held by the city to pay local persons who work on the special census.

We are enclosing two copies of the Memorandum of Understanding (MOU) for the special census. Please read the MOU carefully, giving particular attention to the *Terms* sections, so you are aware of the responsibilities of all the parties involved.

As indicated in Terms item B(3)(a), the cost of the special census could increase significantly if sufficient applicants are not provided due to the additional time the Census Bureau supervisor would have to spend in recruiting additional applicants.

It will be necessary to have an authorized local official sign and complete **both** copies of the MOU in the section designated "FOR THE GOVERNMENTAL UNIT." If you wish to have us begin work on the special census, please forward a check for \$438,230, payable to Commerce-Census, along with **both** signed copies of the MOU to the following address:

Bureau of the Census
P.O. Box 277943
Atlanta, GA 30384
Attn: Special Censuses

Approximately three weeks after we receive your payment and signed MOU, you will receive another set of census maps for your jurisdiction with specific instructions to provide updates for current corporate boundaries. It is important that you review these maps and delineate the current boundaries of your jurisdiction and return them within one week. Ordinances and plats are required for annexations. Information received from you regarding updated corporate limits will be used in the preparation of all maps and geographic products required to conduct your special census. Questions regarding corporate limits must be resolved before the special census begins.

Total time needed to complete your Special Census and provide certified data is approximately 6-7 months from the time we receive the MOU and partial payment. Preparatory work takes approximately 3 months, enumeration averages about one month, and processing and certification takes about 3 months. Providing certified data within 6-7 months from a signed MOU assumes that all

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mapping updates from you are returned within the requested time frame.

We cannot guarantee delivery of certified data to you on a specific date. However, we will make every effort to deliver the data as soon as possible after enumeration is complete. If you require certified data on or before a specific date, please contact us before signing the MOU so that we can discuss together the feasibility of meeting this deadline.

Please note that the Census Bureau will provide the data to any Federal, state, or local official, or other individual upon receipt of a written request. If you have questions or require further information, please call the Office of Special Censuses at 301-763-1429 or fax 301-457-8329.

Sincerely,


Brian Monaghan *for*
Chief, Field Division
Bureau of the Census

Enclosures

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

C.1.
United States Census Bureau
Page 11 of 12

Budget Year 2005	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested 7/5/2005	Adjustment Number
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Project or Item Requested: \$961,770 is requested in the Contract Services account.	Project or Item Deleted: None. \$961,770 from the Use of Fund Balance.
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Justification of this Increase: The funding is needed for the City to contract out a Special Census with the US Census Bureau. The cost of \$961,770 is based on a population estimate of 70,351. Of that amount, \$438,230 is paid to the Census Bureau in advance, and \$523,540 is held by the City to pay local persons who work on the special census.	Justification of this Decrease: There is sufficient fund balance remaining to meet 2005 objectives.
--	--

Increase Budget (Decrease Revenue)						
Account Name	Account Number				Amount	Project Number
Contract services	1010	6600	5315	00	961,770	

Decrease Budget (Increase Revenue)						
Account Name	Account Number				Amount	Project Number
Use of fund balance	1010	0001	4999	99	961,770	

Approval Signatures		Budget Office Use Only					
Requested By	Date	Type:	A	B	C	D	E
Budget Manager	Date	Date of Approval	Initial		Date		
Department Director	Date	Posted to General Ledger	Initial		Date		
<i>Stephen Davis</i> Finance & Internal Services Director	<i>6/16/05</i> Date	Posted to Project Accounting	Initial		Date		
Mayor	Date	Entered in Category Log	Initial		Date		

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

5-Jul-05
City Council Meeting Date

Stephen L. Davis
Submitted By

FISD Director
Division

Finance & Internal Services
Department

Action Required:

City Council is requested to approve a Memorandum of Understanding (MOU) with the U.S. Census Bureau for the conducting of a special census for Fayetteville, Arkansas. The estimated total cost of the special census is based on a population estimate of 70,351 person, is \$961,770. City Council is also requested to approve a Budget Adjustment for \$961,770.

\$961,770.00
Cost of this request

\$ 1,715,082.00
Category/Project Budget (2005)

Services & Charges
Program Category / Project Name

1010.6600.5315.00
Account Number

\$ 429,307.00
Funds Used to Date

Miscellaneous
Program / Project Category Name

N/A
Project Number

\$ 1,285,775.00
Remaining Balance

General
Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Stephen L. Davis
Department Director

6-16-05
Date

D. D. F. White
City Attorney

6/17/05
Date

Stephen L. Davis
FIS Director

6-17-05
DATE

Don Coody
Mayor

6/20/05
Date

Received in City Clerk's Office



Received in Mayor's Office



Comments:

Staff recommends approval of this request.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and Fayetteville City Council

FROM: Stephen Davis, Finance & Internal Services Director 

DATE: June 17, 2005

SUBJECT: Bond Ordinance – Arkansas Soil and Water Conservation Commission

Recommendation

Approval of a bond ordinance authorizing the Mayor to execute a bond purchase agreement with the Arkansas Soil and Water Conservation Commission and the Arkansas Development Finance Authority for \$65 million to be used to fund a portion of the costs associated with the Wastewater System Improvements Project (West-side Treatment Plant and associated Lines/Lift Stations) and authorize City Staff to prepare the required budget amendments/payments to implement the bond purchase agreement.

Background/Discussion

Fayetteville citizens by public vote authorized the issuance of up-to \$125 million in sales tax backed bonds to fund the projects costs associated with the WSIP improvements. This request will utilize the remaining voter authorization for the sales tax backed bond issues.

This bond (loan) is for \$65 million and functions as a draw-down loan. The loan interest rate is 3% fixed interest. The Bond Purchase Agreement also contains mandatory redemption requirements for any sales taxes collected that are in excess of the scheduled payment. The City and the Arkansas Soil and Water Conservation Commission are committing to a disbursement cut-off date of October 15, 2008. This contract provision means that the City must request or draw-down all of the funds before October 15, 2008. Any cost for the project that is in excess of the \$125 million or is after October 15, 2008 will have to be funded from other City sources.

Budget Impact

The annual debt service cost is included in the City's Adopted Budget.

KUTAK ROCK LLP
DRAFT 06/08/05

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$65,000,000 OF A SALES AND USE TAX CAPITAL IMPROVEMENT BOND, SERIES 2005, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A NEW WASTEWATER TREATMENT FACILITY AND RELATED SEWERAGE IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2005 BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2005 BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has determined that there is a great need for a source of revenue to finance the costs of acquisition, construction and equipping of a new wastewater treatment facility and related sewerage improvements to serve the western portion of the City (the "Project"); and

WHEREAS, based on the engineering report (the "Engineering Report") of McGoodwin, Williams and Yates, Fayetteville, Arkansas, which Engineering Report has been reviewed by the City Council, it has been determined that the remaining costs of the Project are approximately \$ _____; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Arkansas Code Annotated (1998 Repl. & 2003 Supp.) Sections 14-164-301 *et seq.* (as from time to time amended, the "Local Government Bond Act"), to issue and sell its capital improvement bonds to finance the costs of various capital improvements such as those comprising the Project, which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Local Government Bond Act; and

WHEREAS, pursuant to the provisions of Ordinance No. 4327 of the City, adopted and approved on August 7, 2001 (the "Election Ordinance"), there was submitted to the qualified electors of the City the question of the issuance of not to exceed \$125,000,000 in aggregate principal amount of capital improvement bonds pursuant to Amendment 62 and the Local Government Bond Act to finance the wastewater system improvements described in the Election Ordinance, said bonds to be secured by a pledge of and lien upon all of the receipts of a special city-wide sales and use tax levied at the rate of three-quarters of one percent (0.75%) pursuant to the Local Government Bond Act (the "Sales and Use Tax"); and



WHEREAS, at a special election held November 6, 2001, a majority of the qualified electors of the City voting on the question approved the issuance of said capital improvement bonds (and the corresponding levy of the Sales and Use Tax and the pledge of Sales and Use Tax receipts to the payment of the capital improvement bonds); and

WHEREAS, pursuant to such authority, the City has previously issued its \$25,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2002 (the "Series 2002 Bonds"), and its \$35,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2004 (the "Series 2004 Bonds"), in order to provide for the funding of various wastewater system improvements, including initial portions of the Project; and

WHEREAS, the Series 2002 Bonds have been redeemed in full from receipts of the Sales and Use Tax; and

WHEREAS, as authorized ^{A portion of} under the provisions of Amendment 62 and the Local Government Bond Act and as approved by the qualified electors of the City, and in order to secure funds necessary to pay the costs of engineering, planning, designing, acquiring, constructing and equipping of the Project, and the legal costs incident to the issuance of a revenue bond to finance the [REDACTED] project, upon the most favorable terms to the City and the users of the City's wastewater system, the City has made arrangements for the sale of its Sales and Use Tax Capital Improvement Bonds, Series 2005 (the "Series 2005 Bond"), in the principal amount of not to exceed \$65,000,000 to the Arkansas Development Finance Authority, as purchaser (the "Bondholder"), at a price of par, which Series 2005 Bond shall bear interest at the rate of two percent (2.00%) per annum, pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") among the City, the Bondholder and the Arkansas Soil and Water Conservation Commission (the "Commission"); and

WHEREAS, the City will also be required to pay to the Arkansas Development Finance Authority, as servicer with respect to the Series 2005 Bond (the "Authority"), a semiannual servicing fee equal to one percent (1.00%) per annum of the outstanding principal amount of the Series 2005 Bond (the "Servicing Fee"); and

WHEREAS, the Series 2005 Bond will be issued and secured by the Sales and Use Tax receipts on a parity basis with the Series 2004 Bonds, except that the Series 2005 Bond will not be secured by the debt service reserve securing the Series 2004 Bonds ; and

WHEREAS, a copy of the Bond Purchase Agreement has been presented to and ¹⁸are before this meeting;

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

Section 1. The Project shall be accomplished and shall be a part of the City's wastewater system (the "System"). The accomplishment of the Project shall be under the control and supervision of, and all details in connection therewith shall be handled by, the City, and the City shall make all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers. The City shall let all contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the

contractors as will fully insure completion of the Project in accordance with the Engineering Report so as to fully promote and protect the best interests of the City and the Bondholder.

Section 2. The sale to the Bondholder of the City's Series 2005 Bond in the maximum principal amount of \$65,000,000 at a price of par, such Series 2005 Bond to bear interest at the rate of 2.00% per annum and to be subject to a Servicing Fee of 1.00% per annum and otherwise to be subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby approved and the Series 2005 Bond is hereby sold to the Bondholder. The Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Bond Purchase Agreement. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting with such changes as may be approved by the Mayor, his execution to constitute complete evidence of such approval.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System after completion of the Project will be more than twenty-five (25) years, which is longer than the term of the Series 2005 Bond.

A portion of
Section 4. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act, the City of Fayetteville, Arkansas Sales and Use Tax Capital Improvement Bond, Series 2005 (the "Series 2005 Bond"), is hereby authorized to be issued in the total principal amount of not to exceed Sixty-Five Million Dollars [REDACTED] the proceeds of the sale of which are necessary to provide sufficient funds to [REDACTED] of accomplishing the Project, including, without limitation, engineering fees, [REDACTED] other necessary expenses incidental to accomplishment of the Project, and to the issuance of the Series 2005 Bond.

The Series 2005 Bond shall bear interest at the rate of two percent (2.00%) per annum and shall be subject to a Servicing Fee of one percent (1.00%) per annum based upon a 360-day year of twelve consecutive 30-day months compounded semiannually. The Series 2005 Bond shall be dated the date of its delivery to the Bondholder. Accrued interest and the Servicing Fee only shall be payable on each April 15 and October 15, commencing October 15, 2005, to and including October 15, 2008. Principal, interest and the Servicing Fee shall be payable on April 15, 2009, and on each April 15 and October 15 thereafter until the unpaid principal is paid in full as follows:

Date	Payment Amount	Interest	Servicing Fee	Principal
April 15, 2009	\$3,785,973.00	\$650,000.00	\$325,000.00	\$2,810,973.00
October 15, 2009	3,785,973.00	621,890.00	310,945.00	2,853,138.00
April 15, 2010	3,785,973.00	593,359.00	296,679.00	2,895,935.00
October 15, 2010	3,785,973.00	564,400.00	282,200.00	2,939,373.00
April 15, 2011	3,785,973.00	535,006.00	267,503.00	2,983,464.00

Date	Payment Amount	Interest	Servicing Fee	Principal
October 15, 2011	3,785,973.00	505,171.00	252,586.00	3,028,216.00
April 15, 2012	3,785,973.00	474,889.00	237,445.00	3,073,639.00
October 15, 2012	3,785,973.00	444,153.00	222,076.00	3,119,744.00
April 15, 2013	3,785,973.00	412,955.00	206,478.00	3,166,540.00
October 15, 2013	3,785,973.00	381,290.00	190,645.00	3,214,038.00
April 15, 2014	3,785,973.00	349,149.00	174,575.00	3,262,249.00
October 15, 2014	3,785,973.00	316,527.00	158,263.00	3,311,183.00
April 15, 2015	3,785,973.00	283,415.00	141,708.00	3,360,850.00
October 15, 2015	3,785,973.00	249,807.00	124,903.00	3,411,263.00
April 15, 2016	3,785,973.00	215,694.00	107,847.00	3,462,432.00
October 15, 2016	3,785,973.00	181,070.00	90,535.00	3,514,368.00
April 15, 2017	3,785,973.00	145,926.00	72,963.00	3,567,084.00
October 15, 2017	3,785,973.00	110,255.00	55,128.00	3,620,590.00
April 15, 2018	3,785,973.00	74,049.00	37,025.00	3,674,899.00
October 15, 2018	3,785,972.00	37,300.00	18,650.00	3,730,022.00

The Series 2005 Bond shall be issued in the form of a single typewritten bond, registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered R05-1.

Payment of principal and interest shall be by check or draft mailed by Simmons First Trust Company, N.A., as trustee in connection with the Series 2004 Bonds (the "Trustee"), to the Bondholder at its address shown on the registration books of the City which shall be maintained by the City Clerk as Bond Registrar, without presentation or surrender of the Series 2005 Bond (except upon final payment), and such payments shall discharge the obligation of the City to the extent thereof. The [Finance and Internal Services Director] shall keep a payment record and make proper notations thereon of all payments of principal and interest.

Payment of principal and interest shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of and interest on the Series 2005 Bond has been fully paid, it shall be delivered to the City Clerk and shall be canceled.

Section 5. The Series 2005 Bond shall be executed on behalf of the City by its Mayor and City Clerk, and shall have impressed thereon the seal of the City. In order to pay the principal of and interest on the Series 2005 Bond and the Servicing Fee in connection therewith,

there is hereby pledged all of the receipts of the Sales and Use Tax levied by the Election Ordinance. As permitted under the Trust Indenture dated as of June 1, 2002, as amended (the "Indenture"), securing the Series 2004 Bonds, such pledge is made on a parity basis with the existing pledge of receipts of the Sales and Use Tax securing the payment of the Series 2004 Bonds. The levy and collection of the Sales and Use Tax shall continue until such time as the Series 2004 Bonds and the Series 2005 Bond are no longer outstanding or sufficient funds are on deposit with the Trustee under the Indenture to redeem the Series 2004 Bonds and the Series 2005 Bond in full. The City covenants and agrees that all receipts from the Sales and Use Tax will be accounted for separately as special funds on the books of the City, and receipts of said Sales and Use Tax will be deposited and will be used solely as provided herein and in the Indenture. The Series 2005 Bond is not a general obligation of the City but is a special obligation, the principal of and the interest on which, and the Servicing Fee in connection therewith, are secured by a pledge of the receipts from the Sales and Use Tax. The principal of and interest on the Series 2005 Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6. The Series 2005 Bond shall be in substantially the following form, and the Mayor and City Clerk are hereby authorized and directed to make all the recitals contained therein:

**Registered
No. R05-1**

United States of America

**Registered
\$65,000,000**

**State of Arkansas
County of Washington
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bond
Series 2005**

Registered Owner: ARKANSAS DEVELOPMENT FINANCE AUTHORITY

Principal Amount: SIXTY-FIVE MILLION DOLLARS

Know All Men By These Presents:

That the City of Fayetteville, Arkansas (the "City") hereby acknowledges itself to owe, and for value received promises to pay to the order of the Arkansas Development Finance Authority, or registered assigns, but solely from the special fund provided therefor as hereinafter set forth, in lawful money of the United States of America, the Principal Amount shown above (or so much of the Principal Amount as should have been advanced as shown on the Record of Payment of Advances attached hereto), and to pay in like coin or currency interest thereon at the rate of 2.00% per annum from the date of each advance. A servicing fee of 1.00% per annum (the "Servicing Fee") shall also be payable by the City to the Arkansas Development Finance Authority or its successor in the same manner and upon the same dates as interest hereon.

Interest on the unpaid balance of the total principal amount outstanding and the Servicing Fee shall be payable on October 15, 2005, April 15, 2006, October 15, 2006, April 15, 2007,

October 15, 2007, April 15, 2008 and October 15, 2008. Principal, interest and the Servicing Fee shall be payable on April 15, 2009, and on each April 15 and October 15 thereafter until the unpaid principal is paid in full as follows:

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

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

This bond is issued for the purpose of (i) providing financing for a portion of the costs of planning, designing, acquiring, constructing and equipping of a new wastewater treatment facility and related sewerage improvements to serve the western portion of the City (the "Project"), and (ii) paying costs of authorizing and issuing this bond, and is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment No. 62 to the Constitution of the State of Arkansas ("Amendment 62") and the Local Government Bond Act, codified as Arkansas Code Annotated Sections 14-164-301 *et seq.* (1998 Repl. & 2003 Supp.) (the "Act"), and pursuant to Ordinance No. _____ of the City, duly adopted and approved on the ____ day of _____, 2005 (the "Authorizing Ordinance"). Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the Registered Owner of this bond.

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

Following payment in full of the City's Sales and Use Tax Capital Improvement Bonds, Series 2004 (the "Series 2004 Bonds"), the outstanding principal of this bond shall be prepaid by the City from time to time with receipts of the Sales and Use Tax (defined below) in excess of amounts needed to make scheduled payments of the principal, interest and Servicing Fee hereon. Further, on and after October 15, 2014, this bond may be prepaid at the option of the City from funds from any source, in whole but not in part, at a prepayment price equal to the principal amount outstanding, plus accrued interest to the prepayment date. Notice of any prepayment, whether mandatory or optional, shall be given to the registered owner of this bond at least 90 days prior to the prepayment date. Such notice shall be in writing mailed to the address of the registered owner of this bond at the address appearing on the bond registration records maintained by the City Clerk.

This bond does not constitute an indebtedness of the City or the State of Arkansas within the meaning of any constitutional or statutory limitation or provision, and, except with respect to

receipts generated from the Sales and Use Tax, the taxing power of the City is not pledged to the payment of the principal of and interest on this bond.

This bond is not a general obligation of the City, but is a special limited obligation payable solely from the receipts of a special City-wide sales and use tax levied at the rate of three-quarters of one percent (0.75%) pursuant to the Local Government Bond Act (the "Sales and Use Tax"). In this regard, the pledge of Sales and Use Tax receipts is made on a parity basis with the prior pledge of such receipts securing the City's Sales and Use Tax Capital Improvement Bonds, Series 2004 (the "Series 2004 Bonds"). Pursuant to the Trust Indenture dated as of June 1, 2002, as amended (the "Indenture"), under which the Series 2004 Bonds are issued and secured, an amount of Sales and Use Tax receipts sufficient to pay principal and interest on this bond as due shall be set aside monthly in a special fund created for that purpose identified as the Bond Fund. Reference is made to the Indenture for a detailed statement of the nature and extent of the security, and the rights and obligations of the City and registered owner of this bond.

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

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

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

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused this bond to be executed in its name by the manual signatures of its Mayor and City Clerk, thereunto duly authorize, and its corporate seal to be affixed hereto, all as of the _____ day of _____, 2005.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
Mayor

ATTEST:

City Clerk

REGISTRATION CERTIFICATE

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

RECORD OF PAYMENT OF ADVANCES

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

*The date of each advance shall be the interest commencement date from which the principal amount of such advance bears interest and from which the Servicing Fee is calculated.

Section 7. All of the terms and provisions of the Indenture, as now in effect, except for those provisions clearly inapplicable hereto or in direct conflict herewith, including, without limitation, those terms and provisions pertaining to the receipt, investment and handling of Sales and Use Tax receipts, are hereby made applicable hereto and incorporated by reference as though fully set forth herein. The effect of the foregoing sentence shall be to continue the applicable provisions in full force and effect until the Series 2005 Bond is paid, or provision made therefor, even after payment of the Series 2004 Bonds.

Section 8. The City shall assure that (i) not in excess of 10% of the proceeds of the Series 2005 Bond is used for Private Business Use (as defined below) if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2005 Bond during the term thereof are, under the terms of the Series 2005 Bond or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or are to be derived from payments, whether or not to the City, in respect of property or borrowed moneys used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the proceeds of the Series 2005 Bond are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2005 Bond during the term thereof are, under the terms of the Series 2005 Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or are to be derived from payments, whether or not to the City, in respect of property or

borrowed money used or to be used for said Private Business Use, then said excess over said 5% of proceeds of the Series 2005 Bond used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project.

The City shall assure that not in excess of 5% of the proceeds of the Series 2005 Bond are used, directly or indirectly, to make or finance a loan to persons other than state or local governmental units.

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

Section 9. Installments of principal and interest on the Series 2005 Bond shall be prepayable prior to maturity as provided in the form of the Series 2005 Bond set forth in Section 5 of this Ordinance.

Section 10. So long as the Series 2005 Bond is outstanding, the City shall not issue or attempt to issue any bonds or other indebtedness having or claimed to be entitled to a pledge of the Sales and Use Tax receipts on a priority or parity basis with the lien thereon securing the Series 2004 Bonds and the Series 2005 Bond.

Section 11. It is covenanted and agreed by the City with the Bondholder and the Commission that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Arkansas and by this Ordinance, including, without limitation, the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System and the segregating of System revenues.

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

If there be any default in the payment of the principal of or interest on the Series 2005 Bond, or if the City defaults in any Bond Fund requirement described in the Indenture or in the performance of any of the other covenants contained in this Ordinance or in the Bond Purchase Agreement, the Bondholder and the Commission (with respect to covenants contained in the Bond Purchase Agreement) may, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State of Arkansas. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided or provided by law, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by law. No delay or omission of the Bondholder to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein; and every power and

remedy given by this Ordinance to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon. Any costs of enforcement of the Series 2005 Bond or of any provision of this Ordinance, including reasonable attorney's fees, shall be paid by the City. The Bondholder may enforce all rights and exercise all remedies available to the Bondholder in the event the Servicing Fee is not paid when due.

Section 12. When the Series 2005 Bond has been executed by the Mayor and City Clerk and the seal of the City impressed thereon as herein provided, it shall be delivered to the Bondholder upon the payment of all or a portion of the purchase price in accordance with the Bond Purchase Agreement. The purchase price shall be deposited, as and when received, in a special account of the City hereby created in a bank that is a member of the Federal Deposit Insurance Corporation and designated the "2005 Wastewater Construction Fund" (the "Construction Fund"). The moneys in the Construction Fund shall be used for accomplishing the Project, paying expenses incidental thereto and paying the expenses of issuing the Series 2005 Bond approved in accordance with the Bond Purchase Agreement. Payments from the Construction Fund shall be by check or voucher signed by the [Accounting Manager] of the City, and drawn on the depository. Each such check or voucher shall briefly specify the purpose of the expenditure.

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

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

Section 13. The terms and provisions of this Ordinance shall constitute a binding contract among the City, the Bondholder and the Commission, and no variation or change in the undertaking herein set forth shall be made while the Series 2005 Bond is outstanding unless consented to in writing by the Bondholder and the Commission.

Section 14. The City covenants and agrees that it will maintain the System in good condition and operate it in an efficient manner and at reasonable cost. The City agrees to keep proper records, books and accounts relating to the operation of the System, which shall be kept separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the operation of the System in accordance with generally accepted government accounting standards. Such books shall be available for inspection by the Bondholder and the Commission, or the agent or the representative of either, at reasonable times and under reasonable circumstances. The City agrees to have these records

audited annually. If requested, the City agrees to furnish the audit report with respect to the System to the Bondholder and the Commission.

The City also agrees that it will furnish to the Bondholder and the Commission on or before 30 days after the end of each fiscal year, if requested, a statement showing (i) total receipts of the Sales and Use Tax during such fiscal year, (ii) the application of such receipts to pay the principal of and interest on the Series 2004 Bonds, and (iii) the application of such receipts to pay the principal of and the interest on the Series 2005 Bond and the Servicing Fee with respect thereto.

Section 15. The City agrees that the Bondholder may pledge the Series 2005 Bond as security for the payment of its wastewater system revolving loan fund revenue bonds (the "ADFA Bonds"), and the trustee or municipal bond insurer for the ADFA Bonds may exercise any rights or remedies available to the Bondholder under this Ordinance or the Bond Purchase Agreement while the Series 2005 Bond is pledged and/or the ADFA Bonds are insured. In addition, the City agrees that while the Series 2005 Bond is pledged and/or the ADFA Bonds are insured, copies of all financial information relating to the City, the System and the Sales and Use Tax receipts shall be furnished to the trustee and/or the municipal insurer for the ADFA Bonds.

Section 16. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2005 Bond and to effect the execution and delivery of the Bond Purchase Agreement, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 17. Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the issuance and sale of the Series 2005 Bond.

Section 18. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 19. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2005.

APPROVED:

Mayor

ATTEST:

City Clerk

(S E A L)

BOND PURCHASE AGREEMENT

_____, 2005

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

Ladies and Gentlemen:

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

Issuer:	City of Fayetteville, Arkansas
Principal Amount:	\$65,000,000 (See Exhibit B)
Interest Rate:	2.00% per annum of the outstanding principal amount of the Bond (see Exhibit A)
Servicing Fee:	1.00% per annum of the outstanding principal amount of the Bond (see Exhibit A)
Administrative Fee:	\$ -0-
Bond:	City of Fayetteville, Arkansas Sales and Use Tax Improvement Bond, Series 2005
Bond Counsel:	Kutak Rock LLP
Bond Ordinance:	Ordinance No. _____ of the Issuer, adopted on _____, 2005, under which the Bond is to be issued and secured
Security:	Receipts of the Issuer's 0.75% Sales and Use Tax (the "Tax") levied pursuant to Ordinance No. 4327 of the Issuer (the "Levying Ordinance"), adopted on August 7, 2001, and approved by the registered voters of the Issuer at a special election held on November 6, 2001
Closing:	10:00 a.m., prevailing local time, on _____, 2005, or at such other time or on such later date as is mutually agreed upon, at the offices of Bond Counsel in Little Rock, Arkansas
Disbursement Cut Off Date:	October 15, 2008

**Authorizing
Legislation:**

Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act of 1985, as amended (A.C.A. §14-164-301 *et seq.*)

The Arkansas Soil and Water Conservation Commission (the "Commission") and the Arkansas Development Finance Authority (the "Authority") hereby offer to enter into this Bond Purchase Agreement (the "Agreement") with you (the "Issuer") for the purchase by the Authority from moneys in the Construction Assistance Revolving Loan Fund, created by Arkansas Code Annotated Section 15-5-901 *et seq.*, as the same may be amended from time to time (the "Revolving Loan Fund"), and the sale by you of the Bond of the Issuer more particularly described below. Upon approval by you and by the execution of the acceptance hereof by the Mayor of the Issuer, this Agreement shall be in full force and effect in accordance with its terms and shall be valid, binding and enforceable upon the Issuer, the Commission and the Authority.

Further terms of this Agreement are:

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

2. The Bond is being issued for the purpose of financing the construction of improvements to the treatment facilities of the Issuer's wastewater system (the "System") as described in the facilities plan furnished by the Issuer to and concurred with by the Commission (the "Project"), paying costs incidental thereto, and paying approved expenses incurred in connection with the issuance of the Bond as set forth in Exhibit B hereto.

3. The Bond and Servicing Fee shall be secured by a pledge of and payable from receipts of the Tax (the "Tax Receipts"), subject to a pledge in favor of certain outstanding bonds identified in the Bond Ordinance. The Tax has been levied and is being collected pursuant to the Levying Ordinance.

4. The Bond shall be dated the date of the Closing. The Bond shall be authorized in an amount up to the Principal Amount identified above, and shall bear interest at the Interest Rate identified above. Principal and interest shall be amortized in accordance with the schedule set forth on Exhibit A attached hereto (which is based upon semiannual repayment of principal and interest commencing six months following the Disbursement Cut Off Date and a 10-year amortization), and the Issuer shall pay to the Authority on the first business day of each month, commencing six months prior to the first principal payment date set forth on Exhibit A, an amount equal to 1/6 of the next installment of interest and principal due on the Bond, plus the Issuer shall pay to the Authority interest on the Bond on each April 15 and October 15 after the Bond is issued to and including October 15, 2008. In addition to the payment of principal and interest on the Bond, the Issuer shall be obligated to pay the Servicing Fee to the Authority. The Servicing Fee shall be payable in the same manner and on the same dates as interest on the Bond is due. The payment of the Servicing Fee is expressly made subordinate to the payment of the

principal of and interest on the Bond. The Issuer agrees that any delay in completion of the Project beyond the Disbursement Cut Off Date shall not result in any extension of the date on which principal and interest payments are to be made on the Bond. The Bond shall be subject to redemption prior to maturity, shall be payable, and shall be as otherwise described in the Bond Ordinance. Interest on the Bond shall not be excludable from gross income for federal income tax purposes.

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

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

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

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

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

(d) Disbursements shall be made for eligible work called for in the engineering services contract and in the plans and specifications approved by the Commission, and Bond issuance costs eligible under Title XVI of the Commission, as now or hereafter amended ("Title XVI"); and

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

8. [RESERVED].

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

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

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

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

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

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

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

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

(g) The Tax has been duly levied under the Authorizing Legislation and the Levying Ordinance, and the Tax Receipts have been duly pledged to the payment of the Bond under the Bond Ordinance pursuant to the authority granted by the Authorizing Legislation; and

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

11. The Issuer covenants and agrees with the Commission:

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

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

(c) To establish and maintain adequate financial records for the Project in accordance with "generally accepted governmental accounting standards" defined as, but not limited to, those contained in the U.S. General Accounting Office (GAO) publication

"Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (February 27, 1981), and make these records available to the Commission, the EPA Inspector General, or their authorized representatives;

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

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

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

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

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

12. The Authority and the Commission have entered into this Agreement in reliance upon the representations and agreements of the Issuer herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The obligations of the Authority and the Commission under this Agreement are and shall be subject to the following further conditions:

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

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

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

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

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

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

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

(iii) the Bond is secured by an irrevocable pledge of the Tax Receipts as provided in the Bond Ordinance, which pledge is valid and enforceable, subject to the prior pledge of such Tax Receipts to secure the Issuer's obligations with respect to (A) its Sales and Use Tax Capital Improvement Bonds, Series 2002, and (B) its Sales and Use Tax Capital Improvement Bonds, Series 2004; and

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

(3) A supplemental opinion, dated the date of Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that (i) the Bond and the Bond Ordinance conform in both form and tenor to the provisions relating thereto summarized in the Term Sheet attached to the Memorandum of Agreement for the Project, and (ii) if the Bond were being purchased on a tax-exempt basis, the Bond would not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and covering such other matters as may be reasonably be requested by the Authority and the Commission;

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

liabilities other than in the normal course of business which have not been disclosed in writing to the Commission and the Authority since the date of the latest financial statements submitted to the Commission and the Authority;

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

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

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

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

(a) For purposes of this Paragraph 13, the following terms shall have the meanings set forth below:

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

"Obligated Person" shall mean any person who is committed by contract or other arrangement to support payments in a sum equal to ten percent (10%) or more of the aggregate payments of the loans, including the Bond, which comprise the Wastewater System Revolving Loan Fund administered by the Authority and which are pledged as security for ADFA Bonds, the proceeds of which fund a portion of the Bond.

(b) If during any fiscal year of the Authority, the outstanding obligations of the Issuer under the terms of the Bond shall cause the Issuer to be deemed an Obligated Person, and unless in the opinion of bond counsel for the ADFA Bonds, an exemption from Rule 15c2-12 is then available, the Issuer shall, upon notice from the Authority, within 120 days after the close of each fiscal year of the Authority, furnish to the Authority (i) a copy of the latest financial statements of the Issuer (or the System if separately audited) prepared in accordance with generally accepted government accounting standards and audited by independent auditors (or, if not available as of such date, the latest unaudited financial statements of the Issuer (or the System if separately audited) and, as soon thereafter as available, the audited financial statements) and (ii)

such financial information and operating data relating to the Issuer and the System as agreed to by the Issuer and the Authority.

(c) The Issuer shall provide to the Authority, promptly upon the occurrence thereof, notice of any of the following events with respect to the Bond, if material:

- (1) any principal or interest payment delinquency with respect to the Bond;
- (2) any non-payment related default under the Bond Ordinance, the Bond or this Agreement;
- (3) any event that would cause the Bond to be a "private activity bond" under the Internal Revenue Code of 1986, as amended;
- (4) any use of the debt service reserve to pay the principal of and interest on the Bond when due;
- (5) any defeasance of the Bond, in whole or in part; and
- (6) any release, substitution or sale of property securing repayment of the Bond.

(d) The Issuer's obligations under this Paragraph 13 shall terminate upon the defeasance, prior redemption or payment in full of the Bond.

(e) Nothing in this Paragraph 13 shall be deemed to prevent the Issuer from disseminating any other information, or including any other information in any notice or report made hereunder, in addition to that which is specifically required by this Paragraph 13. If the Issuer chooses to include any information in any report or notice made hereunder in addition to that which is specifically required by this Paragraph 13, the Issuer shall have no obligation hereunder to update such information or include it in any future report or notice.

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

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

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

The Commission: Arkansas Soil and Water Conservation Commission
101 E. Capitol Avenue, Suite 350
Little Rock, Arkansas 72201
Attention: Scott Savoy

The Authority: Arkansas Development Finance Authority
423 Main Street
Little Rock, Arkansas 72201
Attention: Vice President for Finance & Administration

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

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

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

18. The Authority agrees that it will invest the monthly payments made by the Issuer until applied to the semiannual principal and interest and Servicing Fee payments due on the Bond, and semiannually to credit interest accruing on such investments against the next six monthly principal and interest payments due from the Issuer and to notify the Issuer in writing of such credit.

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

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

**ARKANSAS SOIL AND WATER
CONSERVATION COMMISSION**

By: _____
Title:

**ARKANSAS DEVELOPMENT FINANCE
AUTHORITY**

By: _____
Title:

ACCEPTED this _____ day of _____, 2005.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

EXHIBIT A

Amortization Schedule

Date	Payment Amount	Interest	Servicing Fee	Principal
April 15, 2009	\$3,785,973.00	\$650,000.00	\$325,000.00	\$2,810,973.00
October 15, 2009	3,785,973.00	621,890.00	310,945.00	2,853,138.00
April 15, 2010	3,785,973.00	593,359.00	296,679.00	2,895,935.00
October 15, 2010	3,785,973.00	564,400.00	282,200.00	2,939,373.00
April 15, 2011	3,785,973.00	535,006.00	267,503.00	2,983,464.00
October 15, 2011	3,785,973.00	505,171.00	252,586.00	3,028,216.00
April 15, 2012	3,785,973.00	474,889.00	237,445.00	3,073,639.00
October 15, 2012	3,785,973.00	444,153.00	222,076.00	3,119,744.00
April 15, 2013	3,785,973.00	412,955.00	206,478.00	3,166,540.00
October 15, 2013	3,785,973.00	381,290.00	190,645.00	3,214,038.00
April 15, 2014	3,785,973.00	349,149.00	174,575.00	3,262,249.00
October 15, 2014	3,785,973.00	316,527.00	158,263.00	3,311,183.00
April 15, 2015	3,785,973.00	283,415.00	141,708.00	3,360,850.00
October 15, 2015	3,785,973.00	249,807.00	124,903.00	3,411,263.00
April 15, 2016	3,785,973.00	215,694.00	107,847.00	3,462,432.00
October 15, 2016	3,785,973.00	181,070.00	90,535.00	3,514,368.00
April 15, 2017	3,785,973.00	145,926.00	72,963.00	3,567,084.00
October 15, 2017	3,785,973.00	110,255.00	55,128.00	3,620,590.00
April 15, 2018	3,785,973.00	74,049.00	37,025.00	3,674,899.00
October 15, 2018	<u>3,785,972.00</u>	<u>37,300.00</u>	<u>18,650.00</u>	<u>3,730,022.00</u>
	<u>\$75,719,459.00</u>	<u>\$7,146,305.00</u>	<u>\$3,573,154.00</u>	<u>\$65,000,000.00</u>

EXHIBIT B

Uses of Funds

Issuer: City of Fayetteville, Arkansas

Loan Number: 00183-CWRLF-L

<u>Item</u>	<u>Costs</u>
Planning and Design	\$ -0-
Administrative Fee	-0-
Local Loan Expenses	30,000
Capitalized Interest	-0-
Construction Costs	64,970,000
Contingency	<u>-0-</u>
Principal Amount:	<u>\$65,000,000</u>

EXHIBIT C

DISBURSEMENT REQUEST

Arkansas Soil and Water Conservation Commission
Revolving Loan Fund

RLF-76
(R-09/02)

Project Name: _____
Project Number: _____
Employer Identification No.: _____

Request Number: _____
Percent Complete: _____

Cost Classification	Costs Incurred to Date	RLF Eligible Amount	Previous RLF Disbursements	RLF Payment Due this Request
a. Land Acquisition				
Administration				
b. Costs (Land)				
Construction --				
c. Plant				
Construction --				
d. Line work				
Administration				
e. Costs (Const.)				
A/E Basic Fees				
f. Bid Phase				
A/E Basic Fees				
g. Const. Phase				
h. Inspection Phase				
i. Start-Up Services				
Project Performance				
j. Fees				
k. O&M Manual				
l. Material Testing				
Project Performance				
m. Testing				
n. Equipment				
Allowance				
o. (Planning/Design)				
p. ADFA Fee				
q. Legal Fees				
r. Issuance Costs				
s.				
t.				
TOTAL				
I certify that to the best of my knowledge, that this disbursement request accurately reflects the total RLF amount due to date and that all costs requested are in accordance with the terms of the bond purchase agreement and RLF regulations. I further certify that all work has been inspected and performed in accordance with RLF program requirements.	Requested By	Signature of Authorized Certifying Official		Date Report Submitted
		Typed or Printed Name and Title		Telephone Number
	Prepared By	Signature of Engineering Consultant		Date Signed
		Typed or Printed Name and Title		Telephone Number
	Approved	Signature of RLF Official		Date Signed
		Typed or Printed Name and Title		Telephone Number

	By	Signature of Project Engineer	Date Signed
		Typed or Printed Name and Title	Telephone Number

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C.2.
Arkansas Soil & Water Bond Purchase Agreement
Westside Plant
Page 30 of 30

5-Jul-05

City Council Meeting Date

Stephen Davis

Submitted By

FIS Director

Division

Finance & Internal Services

Department

Action Required:

Approval of a bond ordinance authorizing the Mayor to execute a bond purchase agreement with the Arkansas Soil and Water Conservation Commission and the Arkansas Development Finance Authority for \$65 million to be used to fund a portion of the costs associated with the Wastewater System Improvements Project (West-side Treatment Plant and associated Lines/Lift Stations) and authorize City Staff to prepare the required budget amendments/payments to implement the bond purchase agreement.

Debt Service Funded By a Dedicated

3/4% Sales & Use Tax

Cost of this request

Account Number

Project Number

Category/Project Budget

Funds Used to Date

\$ -

Remaining Balance

WSIP

Program Category / Project Name

Program / Project Category Name

Wastewater Construction Improvement

Fund Name

Budgeted Item

XX

Budget Adjustment Attached

Previous Ordinance or Resolution #

4624, 4389 &
4327

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office



Received in Mayor's Office



Department Director

6/17/05
Date

City Attorney

6/20/05
Date

Finance and Internal Service Director

6-20-05
Date

Mayor

6/22/05
Date

Comments:



City Council Meeting Date: July 5, 2005

The City of Fayetteville, Arkansas

City Council Agenda Memo

To: CITY COUNCIL

Thru: Mayor Dan Coody
Gary Dumas, Director of Operations
Ron Petrie, City Engineer *RSP*

From: Sid Norbash, Staff Engineer *SN*

Date: June 17, 2005

Subject: Highway 62 (Farmington) – Waterline Relocations

Recommendation:

Approval of a Resolution:

(1) Awarding Construction Contract to C-2 Projects, LLC in the amount of \$1,180,177.45 for Highway 62 (Farmington) -Waterline Relocations Project.

(2) Project Contingency in the amount of \$140,000 (approximately 12%).

(3) Related Budget Adjustment in the amount of \$678,585.

Background:

Highway 62 is scheduled for improvements and widening in Farmington from Hwy 170 intersection and proceed along Hwy 62 west for approximately one mile (please see attached map). Fayetteville owns the water distribution system in Farmington and is responsible for the relocation of water mains in conflict with the planned highway construction.

In 2004 McClelland Consulting Engineers, Inc. was selected and awarded a contract to perform the engineering services for this project. The design was recently completed and the project was advertised for bid on June 2, 2005.

Discussion:

Official bids were received and opened on June 16, 2005, and the results are as follows:

E. Massey Construction, Inc.	Disqualified (Bid was not signed)
Goodwin & Goodwin	\$1,193,296.00
C-2 Projects, LLC	\$1,180,177.45
Engineer's Estimate	\$1,206,669.00

McClelland Consulting Engineers, Inc. has submitted bid tabulation results, which are attached.

Budget Impact:

2005 Budget	\$1,019,616
Obligated or expensed to date	\$ 378,024
Remaining Funds	\$ 641,592
Funds needed at this time	\$1,320,177
Shortage / needed Budget Adjustment	\$ 678,585

The reason for the estimated cost over-run is that the original estimate did not include the additional improvements which involve four water line looping areas to provide much better service to the customers. Staff recommended to include these additional improvements to this contract in order to obtain better prices.

In summary following are the main reasons for the over-run:

- | | |
|--|-----------|
| - Addition of 4 Interconnections to this project | \$280,000 |
| - Increase in land values for easements | \$ 90,000 |
| - The original estimate was made in 2003 / price increases | \$300,000 |

SN/sn

Attachments: Contract
Budget Adjustment
Vicinity Map
Bid Tabulations

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH C-2 PROJECTS, LLC IN THE AMOUNT OF \$1,180,177.45 FOR THE HIGHWAY 62-FARMINGTON WATERLINE REPLACEMENT PROJECT; APPROVING A 12% PROJECT CONTINGENCY IN THE AMOUNT OF \$140,000.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$678,585.00.

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 construction contract with C-2 Projects, LLC in the amount of \$1,180,177.45 for the Highway 62-Farmington Waterline Replacement Project. A copy of the contract, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a 12% project contingency in the amount of \$140,000.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$678,585.00.

PASSED and APPROVED this 5th day of July, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DOCUMENT 00500

CONTRACT

THIS AGREEMENT, made and entered into on the 5th day of July, 2005,
2005, by and between C-2 Projects, LLC herein called the Contractor, and
the City of Fayetteville, Arkansas, Owner:

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the City of Fayetteville as follows:

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled Highway 62 Water Main Replacement, dated February, 2005.

Advertisement for Bids
Instructions to Bidders
Bid and acceptance thereof
Performance Bond
Payment Bond

Maintenance Bond
General Conditions
Supplemental Conditions
Specifications
Drawings (See Sheet Index below)

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
1	Cover
2	Index, Legend & Location Map
3-7	Highway 62 Plans
8-9	Interconnection Plans
10	Highway Crossing Cross Sections
11	Highway and Ditch Crossing Cross Sections
12-13	Details

2. That the City of Fayetteville hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of:

One Million one hundred eighty thousand one hundred Dollars (\$1,180,177.45
seventy seven dollars and forty five cents

3. The Work will be completed and ready for final payment in accordance with the General Conditions within 100 calendar days after the date when the Contract Time commences to run, as provided in the Notice to Proceed.

4. Liquidated Damages: The City of Fayetteville and Contractor recognize that time is of the essence of this Agreement and the City of Fayetteville will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City of Fayetteville if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City of Fayetteville **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.
5. That within 30 days of receipt of an approved payment request, the City of Fayetteville shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Conditions, which is to be withheld by the City of Fayetteville until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the City of Fayetteville.
6. That upon submission by the Contractor of evidence satisfactory to the City of Fayetteville that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the City of Fayetteville.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the City of Fayetteville shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the City of Fayetteville, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the City of Fayetteville. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the City of Fayetteville.
8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the City of Fayetteville in writing.



C. 3
C-2 Projects, LLC Contract
Highway 62-Farmington
Waterline Replacement Project
P.O. Box 1929 of 14

Fayetteville, Arkansas 72702-1229

479-443-2377

FAX 479-443-9241

June 17, 2005

Mr. Sid Norbash
Staff Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Hwy 62 Water Main Replacement
Bid Tabulation

Dear Mr. Norbash:

Bids were received on the referenced project Thursday, June 16, 2005. Three bid packages were received. One bidder failed to sign his bid, so it was rejected. The other two bids have been tabulated and checked, and the bid tabulation is enclosed. Both bidders listed in the tabulation are properly licensed and submitted proper bid bonds. The low bidder was C-2 Projects, LLC, of Springfield, MO, with a bid total of \$1,180,177.45. This total is less than our most recent engineer's estimate of \$1,206,669.

C-2 Projects, LLC is currently under contract with your City for the water main along North Gregg Avenue. Our firm has not had any direct experience with this contractor. Presuming your experience with this firm has been acceptable, we would recommend award of this contract to C-2 Projects, LLC.

Very truly yours,
McClelland Consulting Engineers, Inc.

Robert W. White, P.E.
Vice-President

Encl: Bid Tabulation

BID TABULATION
HIGHWAY 62 WATER MAIN REPLACEMENT IN FARMINGTON
CITY OF FAYETTEVILLE, ARKANSAS
MCE Project No. FY042125
Bid Date June 16, 2005

Item Number	Description	Estimated Quantity	Units	C-2 Projects, LLC		Goodwin & Goodwin, Inc.	
				Unit Price	Extended Price	Unit Price	Extended Price
1	Act 291, 1993 Trench and Excavation Safety System	1	LS	\$24,785.00	\$24,785.00	\$70,000.00	\$70,000.00
2	12-Inch PVC, C-900, Class 200 Water Main	2,175	LF	\$65.85	\$143,223.75	\$42.00	\$91,350.00
3	8-Inch PVC, C-900, Class 200 Water Main	4,264	LF	\$44.30	\$188,895.20	\$36.00	\$153,504.00
4	6-Inch PVC, C-900, Class 200 Water Main	1,588	LF	\$37.25	\$59,153.00	\$34.00	\$53,992.00
5	6-Inch Ductile Iron, Class 350 Fire Hydrant Stubs	90	LF	\$55.00	\$4,950.00	\$35.00	\$3,150.00
6	2-Inch PVC, SDR 13.5, Class 315	1,015	LF	\$22.00	\$22,330.00	\$35.00	\$35,525.00
7	1-Inch Polyethylene Service Tubing	1,130	LF	\$19.00	\$21,470.00	\$8.00	\$9,040.00
8	12" Class 250 Butterfly Valve w/Box	8	EA	\$4,280.00	\$34,240.00	\$3,000.00	\$24,000.00
9	8" Gate Valve w/Box	10	EA	\$1,612.00	\$16,120.00	\$1,000.00	\$10,000.00
10	6" Gate Valve w/Box	19	EA	\$1,145.00	\$21,755.00	\$850.00	\$16,150.00
11	2" Gate Valve w/Box	7	EA	\$610.00	\$4,270.00	\$600.00	\$4,200.00
12	Three Way Fire Hydrant	9	EA	\$3,250.00	\$29,250.00	\$3,000.00	\$27,000.00
13	Salvage Existing Fire Hydrant	7	EA	\$81.00	\$567.00	\$750.00	\$5,250.00
14	Service Line Connection to Existing Service Line or Meter Setter, Including Plumber Connection to Existing Building Service, if Required	19	EA	\$775.00	\$14,725.00	\$1,000.00	\$19,000.00
15	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	18	EA	\$765.00	\$13,770.00	\$1,000.00	\$18,000.00
16	Dual Meter Setting, Complete, Including Pressure Reducers and Plumber Connection to Existing Building Services	3	EA	\$806.00	\$2,418.00	\$1,200.00	\$3,600.00
17	Install New Meter Box on Existing Meter Setting	10	EA	\$115.50	\$1,155.00	\$125.00	\$1,250.00
18	Install New Meter Box Lid on Existing Meter Setting	10	EA	\$180.00	\$1,800.00	\$100.00	\$1,000.00
19	Install New Meter Yoke on Existing Meter Setting	10	EA	\$125.00	\$1,250.00	\$300.00	\$3,000.00
20	12" Saddle, 1" Corporation Stop and Tap	14	EA	\$195.00	\$2,730.00	\$600.00	\$8,400.00
21	8" Saddle, 1" Corporation Stop and Tap	12	EA	\$170.00	\$2,040.00	\$600.00	\$7,200.00
22	6" Saddle, 1" Corporation Stop and Tap	5	EA	\$160.00	\$800.00	\$500.00	\$2,500.00
23	2" Saddle, 1" Corporation Stop and Tap	7	EA	\$150.50	\$1,053.50	\$450.00	\$3,150.00
24	12"x12" Tapping Tee, 12" Tapping Valve w/Box	4	EA	\$4,806.00	\$19,224.00	\$5,000.00	\$20,000.00
25	12"x8" Tapping Tee, 8" Tapping Valve w/Box	1	EA	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00
26	8"x8" Tapping Tee, 8" Tapping Valve w/Box	3	EA	\$3,950.00	\$11,850.00	\$3,500.00	\$10,500.00
27	6"x6" Tapping Tee, 6" Tapping Valve w/Box	12	EA	\$2,850.00	\$34,200.00	\$3,200.00	\$38,400.00
28	8" Connection	1	EA	\$500.00	\$500.00	\$2,000.00	\$2,000.00

Item Number	Description	Estimated		C-2 Projects, LLC		Goodwin & Goodwin, Inc.	
		Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price
29	6" Connection	3	EA	\$350.00	\$1,050.00	\$1,700.00	\$5,100.00
30	2" or 2 1/4" Connection	8	EA	\$335.00	\$2,680.00	\$1,200.00	\$9,600.00
31	24-Inch Bored Steel Casing	60	LF	\$476.00	\$28,560.00	\$325.00	\$19,500.00
32	24-Inch Direct Bury Steel Casing	50	LF	\$205.00	\$10,250.00	\$125.00	\$6,250.00
33	16-Inch Bored Steel Casing	284	LF	\$315.00	\$89,460.00	\$200.00	\$56,800.00
34	16-Inch Direct Bury Steel Casing	106	LF	\$248.00	\$26,288.00	\$85.00	\$9,010.00
35	12-Inch Bored Steel Casing	60	LF	\$258.00	\$15,480.00	\$150.00	\$9,000.00
36	12-Inch Direct Bury Steel Casing	54	LF	\$150.00	\$8,100.00	\$60.00	\$3,240.00
37	2-Inch Bored Steel Casing	453	LF	\$60.00	\$27,180.00	\$45.00	\$20,385.00
38	2-Inch Direct Bury Steel Casing	75	LF	\$41.00	\$3,075.00	\$20.00	\$1,500.00
39	Short Bore Under Trees, for 12" Main, No Casing	100	LF	\$255.00	\$25,500.00	\$85.00	\$8,500.00
40	Short Bore Under Trees, for 8" or 6" Main, No Casing	300	LF	\$190.00	\$57,000.00	\$85.00	\$25,500.00
41	Short Bore or Punch Under Trees, for 2" to 1" Pipe, No Casing	150	LF	\$76.00	\$11,400.00	\$25.00	\$3,750.00
42	Cut and Cap Existing 12" Main	4	EA	\$230.00	\$920.00	\$1,500.00	\$6,000.00
43	Cut and Cap Existing 8" Main	4	EA	\$480.00	\$1,920.00	\$1,300.00	\$5,200.00
44	Cut and Cap Existing 6" Main	8	EA	\$410.00	\$3,280.00	\$1,200.00	\$9,600.00
45	Cut and Cap Existing 2 1/4" and 2" Mains	1	EA	\$320.00	\$320.00	\$500.00	\$500.00
46	Abandon Existing Valve	34	EA	\$110.00	\$3,740.00	\$700.00	\$23,800.00
47	Epoxy Coated Ductile Iron Fittings	6,800	LB	\$7.50	\$51,000.00	\$6.00	\$40,800.00
48	Asphalt Surface Restoration	1,050	SY	\$52.00	\$54,600.00	\$125.00	\$131,250.00
49	Asphalt Highway Restoration	50	SY	\$78.00	\$3,900.00	\$130.00	\$6,500.00
50	Concrete Surface Restoration	680	SY	\$58.00	\$39,440.00	\$125.00	\$85,000.00
51	Concrete Sidewalk Restoration	20	SY	\$65.00	\$1,300.00	\$125.00	\$2,500.00
52	Curb and Gutter Restoration	40	LF	\$30.00	\$1,200.00	\$40.00	\$1,600.00
53	Granular Fill	1,600	TON	\$17.50	\$28,000.00	\$35.00	\$56,000.00
54	Trench Stabilization Material	30	TON	\$22.00	\$660.00	\$15.00	\$450.00
55	Blowoff Assembly	1	EA	\$850.00	\$850.00	\$1,000.00	\$1,000.00
TOTAL BASE BID (Items 1 through 55)					\$1,180,177.45		\$1,193,296.00

Certified by: Robert W. White Date: 6/17/05
Robert W. White, P.E.
Arkansas # 4695

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

C. 3
C-2 Projects, LLC Contract
Highway 62-Farmington
Waterline Replacement Project
Adjustment Number 11 of 14

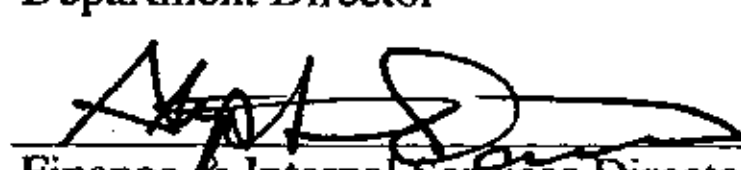
Budget Year	Department: Water & Wastewater Division: Water & Sewer Maintenance Program: Capital Water Mains	Date Requested	
2005		7/5/2005	

Project or Item Requested: \$678,585 is requested in the Highway 62 Farmington Waterline Replacement capital project.	Project or Item Deleted: None. \$678,585 from the Water & Sewer Fund Use of Fund Balance.
---	---

Justification of this Increase: The funding is needed to contract with C-2 Projects, Inc for the Highway 62 Farmington Waterline Replacement.	Justification of this Decrease: There is sufficient fund balance remaining in fund to meet 2005 objectives.
---	---

Increase Budget (Decrease Revenue)							
Account Name		Account Number				Amount	Project Number
Water line improvements		5400	5600	5808	00	678,585	04034 1

Decrease Budget (Increase Revenue)							
Account Name		Account Number				Amount	Project Number
Use of fund balance		5400	0940	4999	99	678,585	

Approval Signatures		Budget Office Use Only			
Requested By	Date	Type:	A	B	C
	6-20-05				<u>D</u>
Budget Manager	Date	Date of Approval			
					Initial Date
Department Director	Date	Posted to General Ledger			Initial Date
	6-21-05	Posted to Project Accounting			Initial Date
Finance & Internal Services Director	Date	Entered in Category Log			Initial Date
Mayor	Date				

Contract # 12 of 14
Farmington
Replacement Project

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:

Date:

P.O. Number:

Expected Delivery Date:

Vendor #:

14700

Vendor Name:

c-2 Projects, LLC

Mail

Yes: No:

Taxable

Yes: No:

Quotes Attached

Yes: No:

Address:

4903 Stanton

Fob Point:

Division Head Approval:

City: Springfield

State: MO

Zip Code: 65810

Ship to code:

Requester's Employee #:

69

Extension:

205

Requester: Sid Norbash

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Hwy 62 Farmington Waterline	1			\$1,180,177.45	5400-5600-5808-00	04034-20		
2	Replacement Project				\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal:

\$1,180,177.45

Tax:

\$1,180,177.45

Total:

\$1,180,177.45

Approvals:

Mayor:

Department Director:

Purchasing Manager:

Finance & Internal Services Director:

Budget Manager:

IT Manager:

Dispatch Manager:

Utilities Manager:

Other:

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

5-Jul-05

City Council Meeting Date

Sid Norbash, Staff Engineer
Submitted By

Engineering
Division

Operations
Department

Action Required:

Approval of a Resolution: (1) Awarding the Construction Contract to C-2 Projects, LLC in the amount of \$1,180,177.45 for Hwy 62-Farmington-Waterline Replacement Project (2) Approving a Project Contingency in the amount of \$140,000 (approx. 12%). (3) Approving the related Budget Adjustment in the amount of \$678,585.

\$1,320,177.00
Cost of this request
5400-5600-5808-00
Account Number
04034-20
Project Number

\$1,019,616
Category/Project Budget
\$378,024
Funds Used to Date
\$641,592
Remaining Balance

Hwy 62-Farmington Waterline Replacement Project
Program Category / Project Name
Water System Improvements
Program / Project Category Name
Water & Sewer
Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Bob Sambo
Department Director

6-17-05
6-17-05
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

D.P. White
City Attorney

5/21/05

Steve Dan
Finance and Internal Service Director

6-21-05
Date

Received in City Clerk's Office



Don Cook
Mayor

6/22/05
Date

Received in Mayor's Office



Comments:



City Council Meeting Date: July 5, 2005

The City of Fayetteville, Arkansas

City Council Agenda Memo

To: CITY COUNCIL

Thru: Mayor Dan Coody
Gary Dumas, Director of Operations
Ron Petrie, City Engineer *RP*

From: Sid Norbash, Staff Engineer *SN*

Date: June 17, 2005

Subject: Highway 62 (Farmington) – Waterline Relocations
Engineering Contract Amendment #2

Recommendation:

Approval of a Resolution authorizing Amendment #2 to the existing engineering contract with McClelland Consulting Engineers, Inc. in the amount of \$56,867, for Highway 62 – Farmington – Waterline Relocations Project.

Background:

Highway 62 is scheduled for improvements and widening in Farmington from Hwy 170 intersection and proceed along Hwy 62 west for approximately one mile (please see attached map). Fayetteville owns the water distribution system in Farmington and is responsible for the relocation of water mains in conflict with the planned highway construction.

In 2004 McClelland Consulting Engineers, Inc. was selected and awarded a contract to perform the engineering services for this project. The design was recently completed and the project was advertised for bid on June 2, 2005.

Discussion:

The Engineering Agreement defined the Scope of Services as following Phases:

1. Preliminary Design Phase Services
2. Final Design Phase Services
3. Bidding Phase services
4. Construction Phase Services
5. Post-Construction Phase Service

The preliminary engineering was performed under the main contract. Final design and bidding was performed under Amendment #1. The proposed Amendment #2 is for construction and post construction services, and includes Resident Services during construction.

Budget Impact:

2005 Budget	\$1,019,616
Obligated or expensed to date	\$ 321,157
Remaining Funds	\$ 698,459
Funds needed at this time	\$ 56,867
Balance after the cost of this request	\$ 641,592

SN/sn

Attachments: Contract Amendment #2

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 2
WITH McCLELLAND CONSULTING ENGINEERS, INC. IN THE
AMOUNT OF \$56,867.00 FOR THE HIGHWAY 62-FARMINGTON
WATERLINE REPLACEMENT PROJECT.

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 contract Amendment No. 2 with McClelland Consulting
Engineers, Inc. in the amount of \$56,867.00 for the Highway 62-Farmington
Waterline Replacement Project. A copy of the Amendment, marked Exhibit "A"
is attached hereto, and made a part hereof.

PASSED and APPROVED this 5th day of July, 2005:

APPROVED:

By: _____

DAN GOODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

[illegible]

AMENDMENT NO. 2

C. 4
McClelland Consulting Engineers
Amendment #2 - Highway 62
Farmington Waterline Replacement Project
Page 5 of 12

TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FAYETTEVILLE HIGHWAY 62 WATER MAIN RELOCATION
RELOCATION OF WATER MAINS IN FARMINGTON, ARKANSAS
CONSTRUCTION PHASE SERVICES

The Agreement for Professional Engineering Services executed on May 18, 2004 for Relocation of Water Mains in Farmington, Arkansas is hereby amended. This Amendment entered into and executed on the date indicated beneath the signature blocks, by and between the City of Fayetteville (hereinafter "City of Fayetteville") and McClelland Consulting Engineers, Inc. (hereinafter "McClelland") changes the authorized Scope of the Project, and the Fees and Payments due to the requested increase in scope of services on the Farmington water main project.

The Agreement defines the Scope of Services for:

1. Preliminary Design Phase Services
2. Final Design Phase Services
3. Bidding Phase Services
4. Construction Phase Services
5. Post-Construction Phase Services
6. Resident Services During Construction

However, only the Preliminary Design Phase Services were authorized for completion in the basic Agreement and were covered in Section 6, Payments to McClelland. Amendment No. 1 subsequently authorized completion of Final Design and Bidding Phase Services.

The purpose of this Amendment No. 2 is to authorize McClelland to complete Construction, Post-Construction and Resident Phase Services as defined in the Agreement, and to establish compensation for these services.

SECTION 2 – BASIC SERVICES OF MCCLELLAND

McClelland is hereby authorized to complete Construction Phase Services to include:

1. Review of submittals.
2. Processing monthly pay requests.
3. Scheduling and attending progress meetings, as needed.
4. Coordination of Construction activities between the Contractor and City of Fayetteville.

McClelland is hereby authorized to complete Post – Construction Phase Services to include:

1. Securing and processing of final documents (Bonds, affidavits, etc.).
2. Preparation and submission of Record Drawings.
3. Coordination of post – construction/clean up activities required of the Contractor.

McClelland is hereby authorized to provide Resident Services During Construction to include:

1. Providing a resident construction observer to be at the project during construction activities related to the water main installation. Resident services shall be full time during pipe laying periods and part time during site preparation and site clean up periods.
2. The resident construction observer shall maintain daily logs of site conditions, work completed, activities relating to property owners, and information/directives received from the City of Fayetteville.
3. The resident construction observer shall not provide superintendence over the Contractor's personnel or over the Contractor's work and safety procedures.

SECTION 6 – PAYMENTS TO MCCLELLAND

Compensation for Construction, Post-Construction and Resident Services During Construction shall be based upon cost reimbursement, plus profit, as established under Subsection 6.1.1 for Preliminary Design Phase Services. This payment procedure is to be acceptable to the Arkansas Highway and Transportation Department for reimbursement purposes. Attachments B 1 through B 2 list estimated manhours and labor rates as applicable for these phases of the project. These cost factors are summarized as follows:

Construction and Post – Construction Services:	\$15,284
Resident Services During Construction:	<u>\$41,583</u>
Total	\$56,867

The Total Contract Amount for Preliminary Design, Final Design, Bidding, Construction, Post – Construction and Resident Services is one hundred forty one thousand nine hundred sixty seven dollars (\$141,967.00), which includes the previously authorized \$85,100 for design and bidding services.

All other provisions and conditions of the original Agreement remain in full force and effect. Completion of these construction phase services shall conform to the City of Fayetteville's schedule with the construction contractor.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly
executed as of the date and year first herein written.

FOR: THE CITY OF FAYETTEVILLE:

By: _____

Attest: _____

Date: _____

FOR: McCLELLAND CONSULTING ENGINEERS, INC.:

By: John C. Quinn

Attest: Robert White

Date: 6/17/05

ATTACHMENT B 1

**FEE PROPOSAL
CONSTRUCTION AND POST - CONSTRUCTION PHASE SERVICES
IN CONJUNCTION WITH ARKANSAS
HIGHWAY 62 WIDENING
AHTD JOB NO. 40082
CITY OF FAYETTEVILLE WATER MAINS ALONG HIGHWAY 62**

<u>LABOR CLASSIFICATION</u>	<u>TIME</u>	<u>ACTUAL LABOR RATE</u>	<u>EXTENDED</u>
Principal Engineer	6 hrs	\$41.11/hr	\$246.66
Project Manager	84 hrs	\$37.50/hr	\$3,150.00
Senior Engineering Tech	4 hrs	\$21.50/hr	\$86.00
Chief Draftsman	4 hrs	\$17.60/hr	\$70.40
Junior Draftsman	20 hrs	\$13.40/hr	\$268.00
Survey Supervisor	4 hrs	\$19.00/hr	\$76.00
Survey Crew (2 man)	12 hrs	\$26.50/hr	\$318.00
Computer Tech	8 hrs	\$18.25/hr	\$146.00
Clerical Support	20 hrs	\$12.60/hr	\$252.00
Direct Labor			\$4,613.06
Payroll Expenses (34.23%)			<u>\$1,579.05</u>
Subtotal, Direct Payroll			\$6,192.11
Travel 200 miles @ \$0.34/mi			\$40.80
Reproduction			\$120.00
Materials and Supplies			<u>\$60.00</u>
Subtotal, Direct Cost			\$6,412.91
Indirect Costs (112.79%)			<u>\$7,233.12</u>
Subtotal, Direct and Indirect			\$13,646.03
Profit			<u>\$1,637.97</u>
Total Construcion and Post - Construction Costs			\$15,284.00

Note: Actual labor rates for billing purposes will match the rates paid to the employee performing the services and shall be subject to annual labor rate increases.

ATTACHMENT B 2

**FEE PROPOSAL
RESIDENT SERVICES DURING CONSTRUCTION
IN CONJUNCTION WITH ARKANSAS
HIGHWAY 62 WIDENING
AHTD JOB NO. 40082
CITY OF FAYETTEVILLE WATER MAINS ALONG HIGHWAY 62**

<u>LABOR CLASSIFICATION</u>	<u>TIME</u>	<u>ACTUAL LABOR RATE</u>	<u>EXTENDED</u>
Project Manager	16 hrs	\$37.50/hr	\$600.00
Construction Observer II	100 hrs	\$26.44/hr	\$2,644.00
Construction Observer I	700 hrs	\$13.50/hr	\$9,450.00
Direct Labor			\$12,694.00
Payroll Expenses (34.23%)			\$4,345.16
Subtotal, Direct Payroll			\$17,039.16
Travel 850 miles @ \$0.34/mi			\$289.00
Reproduction			\$60.00
Materials and Supplies			\$60.00
Subtotal, Direct Cost			\$17,448.16
Indirect Costs (112.79%)			\$19,679.78
Subtotal, Direct and Indirect			\$37,127.94
Profit			\$4,455.06
Total Resident Services During Construction			\$41,583.00

- Notes:
- (1) This estimate for Resident Services During Construction is based on a 4 month (17 week) construction period.
 - (2) Actual labor rates for billing purposes will match the rates paid to the employee performing the services and shall be subject to annual labor rate increases.

City Of Fayetteville

(Not a Purchase Order)

Requestion No.:		Date:	
P.O Number:		Expected Delivery Date:	
Vendor #: 7460	Vendor Name: McClelland Consulting Engineers, Inc.	Mail Yes: No:	No:
Address: PO Box 1229		Taxable Yes: No:	Quotes Attached Yes: No:
City: Fayetteville	State: AR	Division Head Approval: <i>Sid Norbush</i>	
Requester: Sid Norbush	Requester's Employee #: 96	Extension: 205	
Item Description	Quantity	Unit of Issue	Unit Cost
1 Hwy 62 Farmington	1		\$56,867.00
2 Waterline Replacement Project			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
Shipping/Handling		Lot	\$0.00
Special Instructions:			
Subtotal:		\$56,867.00	
Tax:			
Total:		\$56,867.00	

McClelland Consulting Engineers
Amendment #2 - Highway 62
Farmington Waterline Replacement Project
Page 11 of 12

C. 4
Revised 6/7/02

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

C. 4
McClelland Consulting Engineers
Amendment #2 - Highway 62
Farmington Waterline Replacement Project
Page 12 of 12

5-Jul-05

City Council Meeting Date

Sid Norbash, Staff Engineer *[Signature]*
Submitted By

Engineering
Division

Operations
Department

Action Required:

Approval of a Resolution authorizing amendment #2 to the existing contract with McClelland Consulting Engineers, Inc., in the amount of \$56,867 for Hwy 62-Farmington-Waterline Replacement Project.

\$56,867.00
Cost of this request
5400-5600-5808-00
Account Number
04034-10
Project Number

\$1,019,616
Category/Project Budget
\$321,157
Funds Used to Date
\$698,459
Remaining Balance

Hwy 62-Farmington Waterline Replacement Project
Program Category / Project Name
Water System Improvements
Program / Project Category Name
Water & Sewer
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

[Signature] 6-17-05
Department Director Date

Previous Ordinance or Resolution # 77-04

Original Contract Date: 5/18/2004

[Signature] 6/21/05
City Attorney Date

Original Contract Number: 956

[Signature] 6-21-05
Finance and Internal Service Director Date

Received in City Clerk's Office
ENTERED 6/20/05

[Signature] 6/22/05
Mayor Date

Received in Mayor's Office
ENTERED 6/21/05

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: June 15, 2005

Subject: Annexation for Benton Development (ANX 05-1495)

RECOMMENDATION

Planning Staff recommends approval of the requested annexation submitted by Benton Development for a 10.47-acre tract owned by the Haynes and located west of W. Salem Road and south of Wier Road. This action will incorporate the 10.47-acre tract of land contiguous with the city limits into the City of Fayetteville.

BACKGROUND

The subject property contains approximately 10.47 acres owned by the Haynes. It is located north of Salem Meadows Subdivision and west of Crystal Springs Subdivision Phase I. At this time, the property is currently vacant and located within the Planning Area.

Annexation of the property will not create an island of unincorporated property or create a peninsula of City property. The applicant has coordinated with City staff and the Circuit Clerk to revise the legal description on the Order of Annexation to request annexation of property that will create an acceptable city boundary. Staff recommended the annexation of this property to ensure development in accordance with City Ordinances. Water and sewer service shall be extended to the property at the time of development. Improvements to the existing infrastructure adjacent to this site and construction of streets in compliance with the Master Street Plan will be required at the time of development. City fire and police currently service the adjoining neighborhoods.

The applicant requested annexation of the property into the City of Fayetteville. A rezoning request has also been submitted, for RSF-4 zoning. The applicant intends to develop the property for residential use within the City of Fayetteville.

Staff recommends approval of the proposed annexation. The subject property is adjacent to the City limits, and future development of the area may be consistent and compatible to surrounding subdivisions should the property be annexed into the City of Fayetteville.

DISCUSSION

This item was heard at the regular Planning Commission on June 13, 2005. The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommend of approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING THAT PROPERTY DESCRIBED
IN ANNEXATION PETITION ANX 05-1495 FOR PROPERTY
LOCATED AT THE SOUTHWEST CORNER OF WEIR ROAD AND
SALEM ROAD, CONTAINING 10.47 ACRES.**

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

Section 1: That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of that property described in Exhibit "A" attached hereto and made a part hereof.

Section 2: That the official map of the City of Fayetteville, Arkansas, is hereby amended to reflect the change provided in Section 1 above.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to assign the zoning designation of R-A, Residential Agricultural to the subject property.

Section 4: That the above-described property is hereby assigned to Ward No. Four.

PASSED and APPROVED this _____ day of _____, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
ANX 05-1495

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NW 1/4 NW 1/4 AND RUN THENCE NORTH 87°36'20" WEST ALONG THE SOUTH LINE OF SAID NW 1/4 NW 1/4 FOR 662.41 FEET; THENCE NORTH 3°10'04" EAST FOR 422.59 FEET; THENCE NORTH 90°00'00" EAST FOR 309.29 FEET TO A POINT THAT IS 347.66 FEET WEST OF THE EAST LINE OF SAID NW 1/4 NW 1/4; THENCE NORTH 2°21'10" EAST FOR 453.65 FEET TO A POINT IN THE CENTER OF WASHINGTON COUNTY ROAD NO. 94; THENCE NORTH 79°45'52" EAST ALONG THE CENTERLINE OF SAID WASHINGTON COUNTY ROAD NO. 94 FOR 355.92 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 NW 1/4 THAT IS 353.33 FEET SOUTH 2°21'10" WEST FROM THE NORTHEAST CORNER OF SAID NW 1/4 NW 1/4; THENCE SOUTH 2°21'10" WEST ALONG THE EAST LINE OF SAID NW 1/4 NW 1/4 FOR 966.95 FEET TO THE POINT OF BEGINNING, CONTAINING 10.47 ACRES MORE OR LESS.



PC Meeting of June 13, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: June 8, 2005

ANX 05-1495: (BENTON DEVELOPMENT LLC, 206): Submitted by H2 ENGINEERING, INC. for property located at SW CORNER WEIR AND SALEM RD. The property is in the Planning Area and contains approximately 10.47 acres. The request is to annex the subject property into the City of Fayetteville.

Property Owner: JACK & JOAN HAYNES

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the requested annexation based on the findings included as part of this report with the following condition(s):

PLANNING COMMISSION ACTION:	Required <u>YES</u>
	☒ Approved ☐ Denied
Date: <u>June 13, 2005</u>	Clark/Trumbo 8-0-0
CITY COUNCIL ACTION:	Required <u>YES</u>
	☐ Approved ☐ Denied
Date: <u>July 05, 2005 (1st reading if recommended)</u>	

BACKGROUND:

Property description: The subject property contains approximately 10.47 acres owned by the Haynes. It is located north of Salem Meadows Subdivision and west of Crystal Springs Subdivision Phase I. At this time, the property is currently vacant and located within the Planning Area.

Proposal: The applicant proposes annexation of 10.47 acres into the City of Fayetteville.

Recommendation: Staff recommends approval of the proposed annexation. The subject property is adjacent to the City limits, and future development of the area may be consistent and compatible to surrounding subdivisions should the property be annexed into the City of Fayetteville.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Single family homes on large lots	Planning Area
South	Single family residential (Salem Meadows SD)	RSF-4, Res. Single-Family – 4 units/acre
East	Single Family residential (Crystal Springs Ph. I SD)	RSF-4, Res. Single-Family – 4 units/acre
West	Single family homes on large lots	Planning Area

INFRASTRUCTURE:

Streets: Currently the site has access to Salem Road along the east side and Weir Road on the north side. Both streets are collectors. Gypsum Drive to the east is planned as a collector to connect to Weir Road on the north part of the property. Any change in the Master Street Plan shall be approved by the Fayetteville City Council. Road improvements required for Salem Road and Weir Road along the property are to include: right-of-way dedication, pavement 14' from centerline, curb and gutter, storm drainage, and sidewalks.

Surrounding Master Street Plan Streets:

North: Weir Rd. (Local)

Gypsum Dr. (Collector - Unconstructed)

East: W. Salem Rd. (Collector)

West: Salem Rd. (Collector)

Water: Public water is adjacent to the site. There are existing water stub-outs from development on the south and the east sides of the development. There is an 8" main along Salem Road to the south of the property, and a 2" main along the north side of the property. There may be additional assessments for the water system improvements along Salem Road. Water service would need to be extended within the property at the time of development. Minimum size of new water mains is 8". Additional connections shall be required to complete a looped system. No long range improvements to the water system are planned at this time for this area. A study of the water supply shall be conducted at the cost of the developer prior to development.

Sewer: The site does have access sanitary sewer through development to the south. Minimum size of new sewer mains is 8". Sewer would need to be extended within the property. A capacity analysis of the downstream sewer lines shall be conducted and a capacity analysis of the lift stations downstream of the site shall be conducted prior to development at the cost of the developer.

Fire: The subject property is located approximately 2.6 miles from the Fire Station #7. Response time to the property is approximately 6 minutes.

Police: It is the opinion of the Fayetteville Police Department that this annexation will not substantially alter the population density and thereby undesirably increase the load on police services or create an appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: General Plan 2020 identifies the portion of this property within the Planning Area as **Residential**.

FINDINGS:

**11.6 ANNEXATION GUIDING POLICIES
BOUNDARIES**

11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.

Finding: Annexation of the property will not create an island of unincorporated property or a peninsula.

11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: The proposed annexation area is adjacent to the City Limits to the south and east.

11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: This area is currently vacant at this time and located east of Crystal Springs Phase I and north of Salem Meadows Subdivision. The property does not consist of defined subdivisions or neighborhoods; however, future development plans include residential development of the property. Annexation of the property to allow for Planning Commission review of development in accordance with City standards is recommended.

11.6.d Boundaries for annexed areas should follow natural corridors.

Finding: The proposed city boundary, should the subject property be annexed, does not follow natural corridors. It encompasses one parcel of property and a portion of another.

11.6.e Timing of services within annexation areas should be considered.

Finding: Current conditions result in a response time of 6 minutes for fire protection from Fire Station #7. Extension of water and sewer lines shall occur at the time of development.

ENVIRONMENTALLY SENSITIVE AREAS

11.6. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Finding: The property is mainly cleared pasture land with few trees, mostly surrounding an existing pond on the property. Development regulations within the City will ensure appropriate development and preservation of the existing natural features on the property.

EMERGENCY AND PUBLIC SERVICES

11.6.g Public services must be able to be provided efficiently in newly annexed areas.

Finding: The police department reports that this annexation and rezoning will not substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.

11.6.h Annexed areas should receive the same level of service of areas already in the city limits.

Finding: Fire and police service shall be provided to this area with the same level of response and service as other developments in this area.

11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Finding: These factors were taken into consideration in the responses and recommendations included in this report.

INFRASTRUCTURE AND UTILITIES

11.6.j Areas currently served by utilities and other public services should be annexed.

Finding: Water, fire and police protection are currently provided in the surrounding areas.

11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

Finding: Improvements to the surrounding street systems and installation of fire hydrants would be made necessary by the annexation should additional development occur on the subject property. Water is located adjacent to the

site; however, additional connections shall be required to complete a looped system. A study of the water supply shall be conducted at the cost of the developer prior to development as there are no long range improvements to the water system are planned at this time for this area. Sewer is also located adjacent to the site, and a capacity analysis of the downstream sewer lines and a capacity analysis of the lift stations downstream of the site shall be required to be conducted prior to development and at the cost of the developer.

- 11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Finding: The proposed annexation is not part of a phased annexation initiated by the City.

INTERGOVERNMENTAL RELATIONS

- 11.6.m Promote long-range planning with adjacent jurisdictions.

Finding: N/A

- 11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Finding: N/A

ADMINISTRATION OF ANNEXATIONS

- 11.6.o Designate zoning districts for the property during the annexation process.

Finding: Annexations are automatically zoned R-A, Residential Agricultural. The property owners request for annexation and request to rezone this property RSF-4, Residential single family - 4 units/acre. This zoning designation is compatible with the Residential classification of the adjacent area on the City's adopted Future Land Use Plan. Staff finds that this zoning designation is compatible with that of the property being developed to the south.

- 11.6.p An annexation study should be completed on all annexation proposals.

Finding: Planning staff has asked the Engineering Division, Fire Department and Police Department to study this annexation request to determine if facilities and services are available to serve this property.

- 11.6.q Development proposals require a separate review from the annexation proposals.

Finding: Development of this property has not been proposed. At the time the applicant desires to develop the property, the applicant will be required to submit project

plans for review and approval by the Planning Commission.

11.6.r Residents should be fully informed of annexation activities.

Finding: Adjoining neighbors have been notified of the annexation request. A legal ad and display have both been submitted with a local newspaper prior to the Planning Commission meeting for which this item is scheduled.

11.6.w Encourage larger annexations to create acceptable boundaries.

Finding: This annexation consists of 10.47 acres owned by the Haynes, with the applicant of this annexation request being Benton Development. At the time the original application for annexation was submitted to the Planning Division, the applicant requested annexation of two parcels of property, one of which had an irregular configuration that included a 20-foot wide strip that extended from Weir Road south to the northwest corner of the subject property. This configuration would have created an unacceptable city boundary by enclosing a parcel of property within the Planning Area on the east, west, and south (see attached map). The applicant requested that this item be tabled at the May 23, 2005 Planning Commission to resolve this issue. The applicant has subsequently received an Amended Order of Annexation to exclude a portion of the property and result in a more desirable city boundary. The owner may apply for annexation of this 20-foot strip of property in the near future, as the owner of the adjacent property which would have been enclosed on three sides by City property has expressed a desire to annex into the City.

11.6.t Conduct a fiscal impact assessments on large annexations.

Finding: No fiscal impact assessment was conducted for this annexation of 10.47 acres.

From Fayetteville General Plan 2020 – 2002 Revision

11.6 Annexation Guiding Policies

Boundaries

- 11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.
- 11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.
- 11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.
- 11.6.d Boundaries for annexed areas should follow natural corridors.
- 11.6.e Timing of services within annexation areas should be considered.

Environmentally Sensitive Areas

- 11.6.f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Emergency and Public Services

- 11.6.g Public services must be able to be provided efficiently in newly annexed areas.
- 11.6.h Annexed areas should receive the same level of service of areas already in the city limits.
- 11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Infrastructure and Utilities

- 11.6.j Areas currently served by utilities and other public services should be annexed.
- 11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.
- 11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Intergovernmental Relations

- 11.6.m Promote long-range planning with adjacent jurisdictions.
- 11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Administration of Annexations

- 11.6.o Designate zoning districts for the property during the annexation process.
- 11.6.p An annexation study should be completed on all annexation proposals.
- 11.6.q Development proposals require a separate review from the annexation proposals.
- 11.6.r Residents should be fully informed of annexation activities.
- 11.6.w Encourage larger annexations to create acceptable boundaries.
- 11.6.t Conduct a fiscal impact assessments on large annexations.

May 16, 2005

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to **ANX05-1495: (BENTON DEVELOPMENT LLC, 206)**: Submitted by H2 ENGINEERING INC, for property located at SW CORNER OF WEIR AND SALEM ROAD. The property is in the Planning Area and contains approximately 10.66 acres. The request is to annex the subject property into the City of Fayetteville.

It is the opinion of the Fayetteville Police Department that this annexation **will not** substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.

Individually, each of these annexations and rezoning do not necessarily substantially alter the population density, nor do they create and appreciable increase in traffic danger and congestion. The sum total presented over the years, however, has had a substantial impact on the demand for police services and has caused an appreciable increase in traffic congestion.

Sincerely,

Captain William Brown
Fayetteville Police Department

Fayetteville Fire Department Service Delivery Impact: Zoning Review November 30, 2004										
Item	Subdivision	Annexation	Acres	Closest Fire Station	Distance from Fire Station	Response Time to Proposal area	Projected Response Time to Proposal Area at Maximum Build Out	Projected Calls for Service at Maximum Build Out per year	Projected Fire/Other Calls for Service at Maximum Build Out per year	Projected EMS Calls for Service at Maximum Build Out per year
ANX05-1488	Collins/Kinghorn	YES	17.33	3				0	0	0
RZN05-1489	Collins/Kinghorn		17.33	3	4.4 miles	8 minutes	8.5 minutes	16	6	10
ANX05-1490	Dixie Develop	YES	24.35	7				0	0	0
RZN05-1491	Dixie Develop		24.35	7	1.8 miles	5 minutes	5.5 minutes	22	9	13
ANX05-1495	Benton Develop	YES	10.66	7				0	0	0
RZN05-1502	Benton Develop		10.66	7	2.6 miles	6 minutes	6.5 minutes	10	4	6

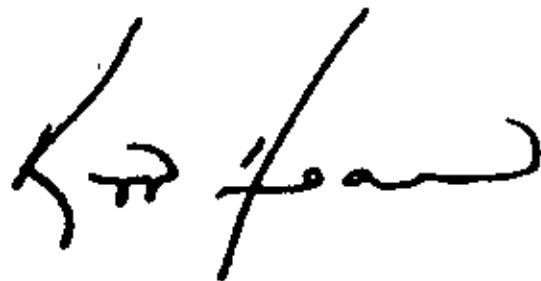
*

BENTON DEVELOPMENT, LLC - SALEM ROAD
ANNEXATION & REZONING PROPERTY SUBMITTAL

PROPERTY DESCRIPTION:

That part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 30 West, more fully described as follows: Beginning at the southeast corner of said NW 1/4 NW 1/4 and run thence North 87°36'20" West along the south line of said NW 1/4 NW 1/4 for 662.41 feet; thence North 3°10'04" East for 422.59 feet; thence North 90°00'00" East for 309.29 feet to a point that is 347.66 feet west of the east line of said NW 1/4 NW 1/4, thence North 2°21'10" East for 453.65 feet to a point in the center of Washington County Road No. 94; thence North 79°45'52" East along the centerline of said Washington County Road No. 94 for 355.92 feet to a point on the east line of said NW 1/4 NW 1/4 that is 353.33 feet South 2°21'10" West from the Northeast corner of said NW 1/4 NW 1/4; thence South 2°21'10" West along the east line of said NW 1/4 NW 1/4 for 966.95 feet to the point of beginning, containing 10.47 acres more or less.

EXHIBIT "A"



HZ ENGINEERING

6/6/2005
2nd Submittal: Parcel Closes
Submitted as RZ No. 05-1502
TS

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS
FILED

In re:

2005 FEB 24 PM 3 59

ANNEXATION OF PROPERTY CONTIGUOUS TO THE CITY OF FAYETTEVILLE, ARKANSAS, & PROBATE CASE NO. 2005-7
WASHINGTON CO. ARK.

**PETITION FOR THE ANNEXATION OF PROPERTY
CONTIGUOUS TO THE CITY OF FAYETTEVILLE, ARKANSAS**

Comes now the Petitioners, Jack Haynes and Joan Haynes, owner of certain real property located in Washington County, Arkansas, and petitions the Court as follows:

1. That the Petitioners, Jack Haynes and Joan Haynes, are the sole owners of certain real property located in Washington County, Arkansas, described as follows:

That part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 30 West, more fully described as follows: Beginning at the southeast corner of said NW 1/4 NW 1/4 and run thence North 87°36'20" West along the south line of said NW 1/4 NW 1/4 for 662.41 feet; thence North 3°10'04" East for 821.23 feet to a point in the center of Washington County Road No. 94 (Weir Road); thence North 79°45'52" East along the centerline of said Washington County Road No. 94 for 20.56 feet; thence South 3°10'04" West leaving said centerline for 402.30 feet; thence North 90°00'00" East for 289.26 feet to a point that is 347.66 feet west of the east line of said NW 1/4 NW 1/4; thence North 2°21'10" East for 453.65 feet to a point in the center of said Washington County Road No. 94; thence North 79°45'52" East along the centerline of said Washington County Road No. 94 for 355.92 feet to a point on the east line of said NW 1/4 NW 1/4 that is 353.33 feet South 2°21'10" West from the Northeast corner of said NW 1/4 NW 1/4; thence South 2°21'10" West along the east line of said NW 1/4 NW 1/4 for 966.95 feet to the point of beginning, containing 10.66 acres more or less.

2. That all of said property is contiguous to and adjoins the City of Fayetteville,

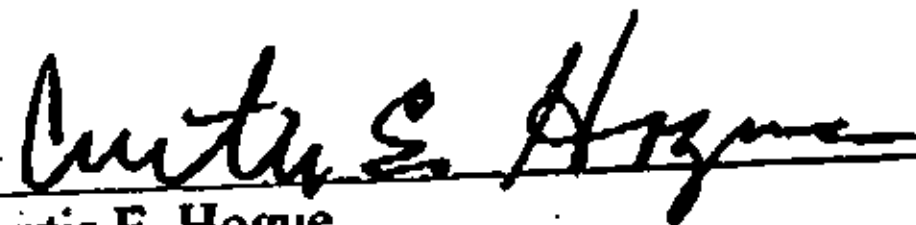
Arkansas.

3. That Petitioners respectfully request that said property be annexed to, added to, and included within the boundaries of the City of Fayetteville, Arkansas.

4. That Petitioners respectfully request that this Court set a date certain for a hearing of the Petition.

WHEREFORE premises considered, the Petitioners pray that this Court set a date certain for its hearing of this Petition; that the Court grant its Petition for Annexation to the City of Fayetteville, Arkansas; and for all other reasonable and proper relief to which this Court deems it entitled.

Respectfully submitted,



Curtis E. Hogue
**HALL, ESTILL, HARDWICK, GABLE,
GOLDEN & NELSON, P.C.**
One East Center Street, Suite 315
Fayetteville, AR 72701-5388
Telephone (479) 973-5200
Facsimile (479) 973-0520
**ATTORNEYS FOR PETITIONERS,
JACK HAYNES AND JOAN HAYNES**

510780.1:222101:00150

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

In re:

FILED

ANNEXATION OF PROPERTY CONTIGUOUS
TO THE CITY OF FAYETTEVILLE, ARKANSAS

2005 JUN 1 AM 8 53

Case No. 2005-7

JOHN DUMBS PRITCHARD
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

SECOND AMENDED ORDER OF ANNEXATION

Now on this 31st day of May, 2005, comes on for hearing the request by Petitioners to amend the previous Order of Annexation filed for record April 4, 2005, and the Court being well and sufficiently advised in the premises, finds as follows:

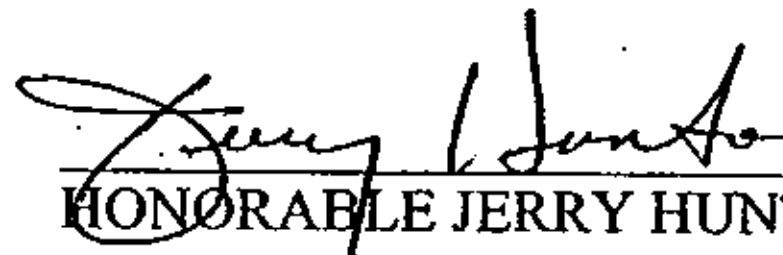
1. That the previous Order of Annexation filed for record April 4, 2005 was, in all respects, proper and did fully and completely annex the property described therein to the City of Fayetteville, Washington County, Arkansas.
2. That the Amended Order of Annexation filed for record 5/26/05 failed to include the word "beginning" in the legal description, and therefore said Order should be further amended.
3. That the City of Fayetteville has subsequently determined that a portion of the property described in the previous Order of Annexation should be deleted so as to provide even and uniform boundaries of the annexed property.
4. That the previous Order of this Court shall be and hereby is amended to provide that the legal description of the land to be annexed is that property situated in Washington County, Arkansas, to wit:

That part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 30 West, more fully described as follows: Beginning at the southeast corner of said NW 1/4 NW 1/4 and run thence North 87°36'20" West along the south line of said NW 1/4 NW 1/4 for 662.41 feet; thence North 3°10'04" East for 422.59 feet; thence North 90°00'00" East for 309.29 feet to a point that is 347.66 feet west of the east line of said NW 1/4 NW 1/4, thence North

2°21'10" East for 453.65 feet to a point in the center of Washington County Road No. 94; thence North 79°45'52" East along the centerline of said Washington County Road No. 94 for 355.92 feet to a point on the east line of said NW 1/4 NW 1/4 that is 353.33 feet South 2°21'10" West from the Northeast corner of said NW 1/4 NW 1/4; thence South 2°21'10" West along the east line of said NW 1/4 NW 1/4 for 966.95 feet to the point of beginning, containing 10.47 acres more or less.

5. That the lands to be annexed have been accurately described and the prayer of the Petitioner is right and proper.

IT IS THEREFORE CONSIDERED ORDERED, ADJUDGED AND DECREED by this Court that the previous Order of Annexation filed for record April 4, 2005 shall be and hereby is amended and modified in order that the above-described lands be and hereby are, annexed to and hereby made a part of the City of Fayetteville, Washington County, Arkansas.

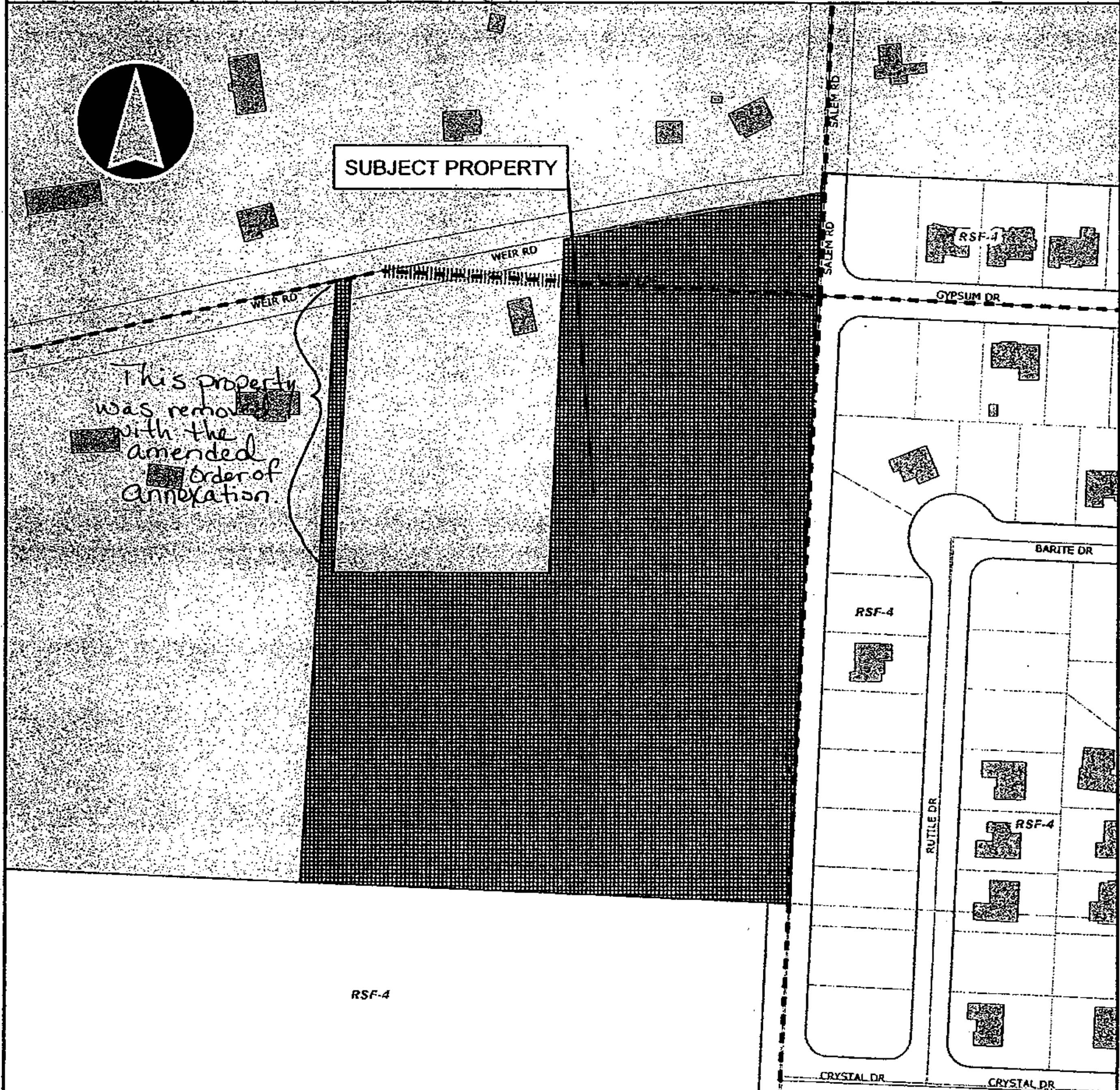

HONORABLE JERRY HUNTON, COUNTY JUDGE

537363.1:222101:00150

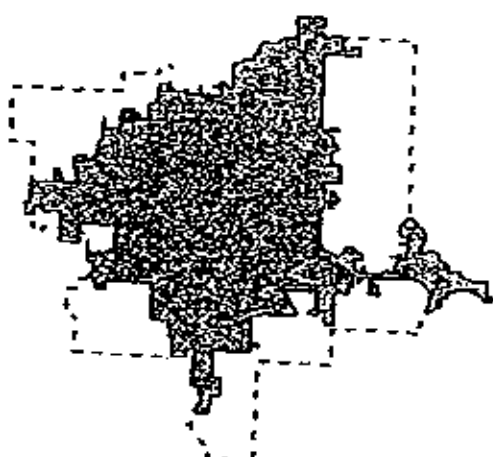
ORIGINAL PROPERTY REQUESTED FOR ANX

BENTON DEVELOPMENT LLC

Close Up View



Overview



Legend

RZN05-1496

Overlay District

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

FLOODWAY

100 YEAR

BaseLine Profile

500 YEAR

LIMIT OF STUDY

Fayetteville

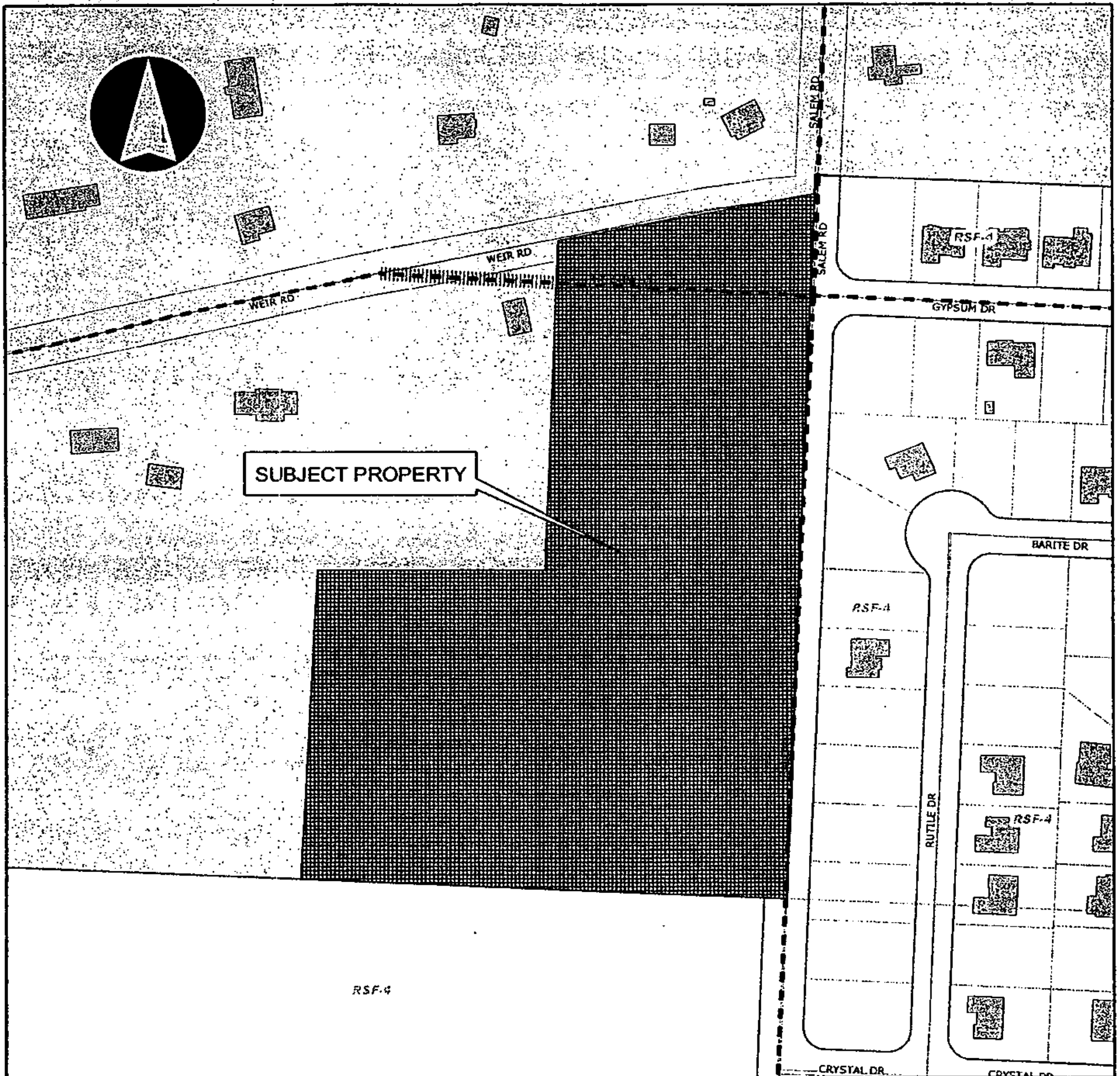
Outside City



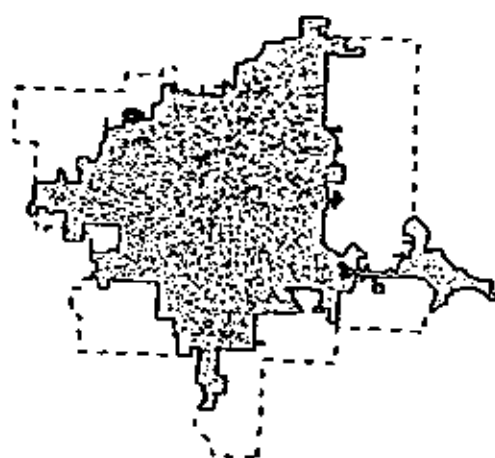
ANX05-1495

Close Up View

BENTON DEVELOPMENT LLC



Overview



Legend

ANX05-1495

Overlay District
Master Street Plan

Master Street Plan

Freeway/Expressway

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

FLOODWAY

100 YEAR

BaseLine Profile

BaseLine Profile

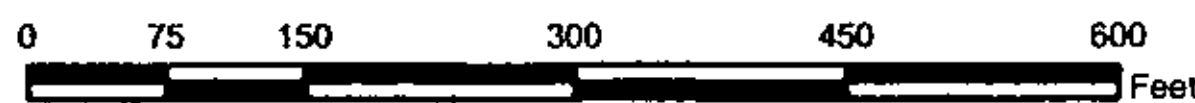
500 YEAR

LIMIT OF STUDY

BaseLine Profile

Fayetteville

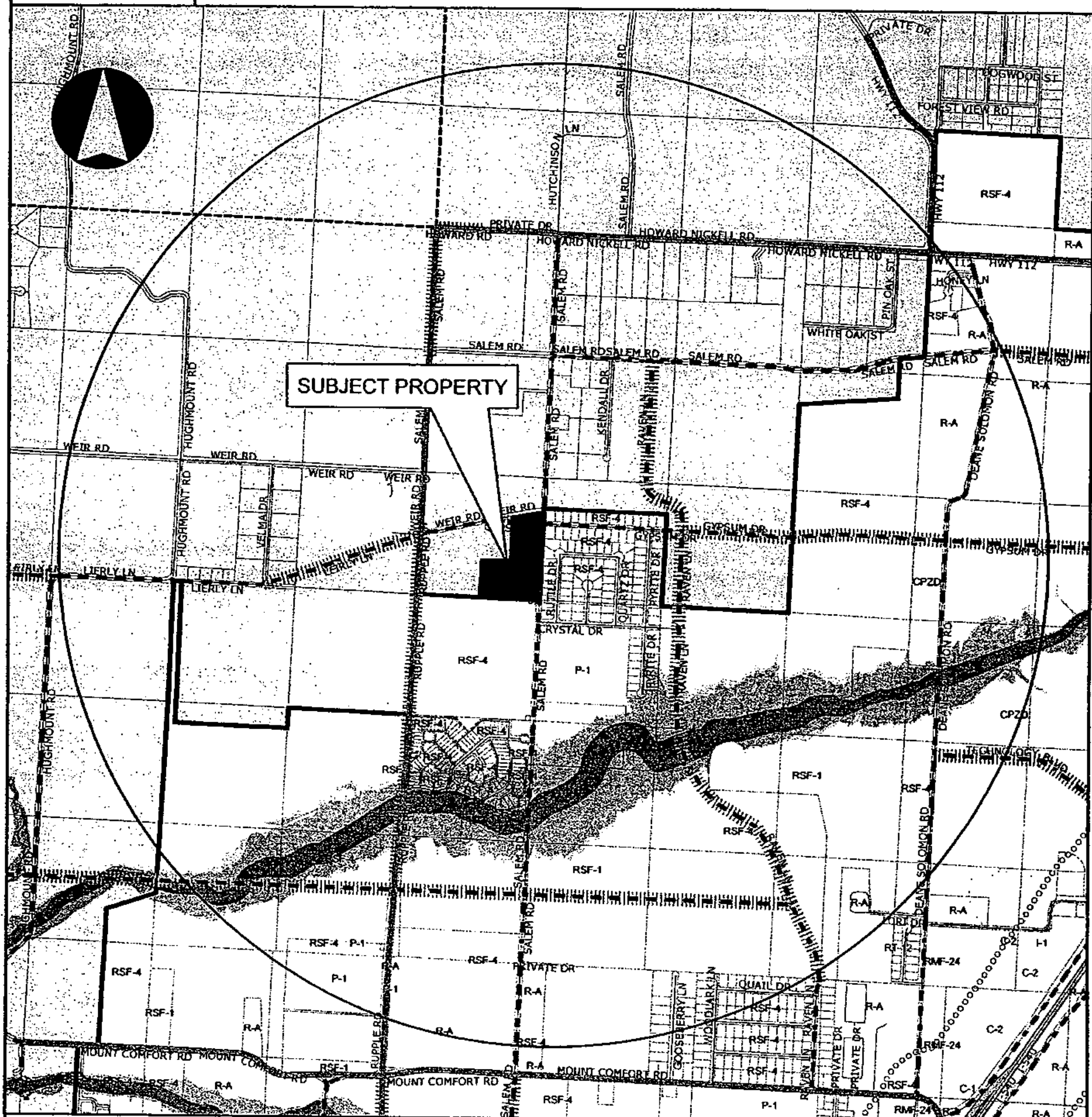
Outside City



ANX05-1495

One Mile View

BENTON DEVELOPMENT LLC



Overview

Legend

Subject Property

ANX05-1495

Boundary

Planning Area

Overlay District

Outside City

0 0.125 0.25 0.5 0.75

Miles

Master Street Plan
 Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C.5.
ANX 05-1495 Benton Development
Page 21 of 22

5-Jul-05
City Council Meeting Date

Jeremy Pate *JP*
Submitted By

Planning
Division

Operations
Department

Action Required:

ANX 05-1495: (BENTON DEVELOPMENT LLC, 206): Submitted by H2 Engineering, Inc. for property located at the southwest corner Wier Road and Salem Road. The property is in the Planning Area and contains approximately 10.47 acres. The request is to annex the subject property into the City of Fayetteville.

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

Budgeted Item

☐

Budget Adjustment Attached

☐

[Signature]
Department Director

6-17-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

[Signature]
City Attorney

6-20-05

[Signature]
Finance and Internal Service Director

6-21-05
Date

Received in City Clerk's Office



[Signature]
Mayor

6/22/05
Date

Received in Mayor's Office



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: June 15, 2005

Subject: Rezoning for Benton Development (RZN 05-1502)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 10.47 acres of property from R-A, Residential-Agricultural, to RSF-4, Residential Single-Family, 4 units per acre.

BACKGROUND

The subject property contains approximately 10.47 acres owned by the Haynes. It is located north of Salem Meadows Subdivision and west of Crystal Springs Subdivision Phase I. At this time, the subject property is currently vacant.

Rezoning this property to allow development of four single family dwellings per acre will not significantly increase the population density in this area. This property is adjacent to two single-family subdivisions within the City, both of which are zoned RSF-4; therefore, development of this property for residential use at four units per acre is consistent with the surrounding development. It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density, nor will it create an undesirable increase on police services. Improvements to water and sewer service, as well as construction of infrastructure adjacent to and within this site will be required at the time of development.

The applicant proposed a rezoning of the subject property to facilitate the future development of a residential area at a higher density than that allowed within the R-A zoning district. The request is to rezone the subject property from R-A, Residential Agricultural, to RSF-4, Residential Single Family, 4 units per acre.

DISCUSSION

This item was heard at the regular Planning Commission on June 13, 2005. The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommend in favor of the rezoning.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1502 FOR APPROXIMATELY
10.47 ACRES LOCATED AT THE SOUTHWEST CORNER OF WEIR
ROAD AND SALEM ROAD FROM R-A, RESIDENTIAL-
AGRICULTURAL, TO RSF-4, RESIDENTIAL SINGLE-FAMILY, 4
UNITS PER ACRE.

**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-A, Residential-Agricultural to RSF-4, Residential
Single-Family, 4 units per acre, as shown on 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 _____, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 05-1502

THE PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, MORE FULLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NW 1/4 NW 1/4
AND RUN THENCE NORTH 87°36'20" WEST ALONG THE SOUTH LINE OF
SAID NW 1/4 NW 1/4 FOR 662.41 FEET; THENCE NORTH 3°10'04" EAST FOR
422.59 FEET; THENCE NORTH 90°00'00" EAST FOR 309.29 FEET TO A POINT
THAT IS 347.66 FEET WEST OF THE EAST LINE OF SAID NW 1/4 NW 1/4,
THENCE NORTH 2°21'10" EAST FOR 453.65 FEET TO A POINT IN THE CENTER
OF SAID WASHINGTON COUNTY ROAD No. 94; THENCE NORTH 79°45'52"
EAST ALONG THE CENTERLINE OF SAID WASHINGTON COUNTY ROAD No.
94 FOR 355.92 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 NW 1/4
THAT IS 353.33 FEET SOUTH 2°21'10" WEST FROM THE NORTHEAST CORNER
OF SAID NW 1/4 NW 1/4; THENCE SOUTH 2°21'10" WEST ALONG THE EAST
LINE OF SAID NW 1/4 NW 1/4 FOR 966.95 FEET TO THE POINT OF BEGINNING
CONTAINING 10.47 ACRES MORE OR LESS.



PC Meeting of June 13, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: June 8, 2005

RZN 05-1502: (BENTON DEVELOPMENT LLC, 206): Submitted by H2 ENGINEERING, INC. for property located at SW CORNER WIER AND SALEM RD. The property is zoned R-A, RESIDENTIAL AGRICULTURAL, and contains approximately 10.47 acres. The request is to rezone the subject property to RSF-4, Residential Single-family 4 units per acre.

Property Owner: JACK & JOAN HAYNES

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings herein.

PLANNING COMMISSION ACTION:	Required <u>YES</u>
	☒ Approved ☐ Denied
Date: <u>June 13, 2005</u>	Allen/Clark ² 8-0-0
CITY COUNCIL ACTION:	Required <u>YES</u>
	☐ Approved ☐ Denied
Date: <u>July 05, 2005 (1st reading if recommended)</u>	

BACKGROUND:

Property description: The subject property contains approximately 10.47 acres owned by the Haynes. It is located north of Salem Meadows Subdivision and west of Crystal Springs Subdivision Phase I. At this time, the subject property is currently vacant and zoned R-A, Residential Agricultural.

Proposal: The applicant intends to develop the property for residential use. Therefore, the applicant is requesting the property be rezoned from R-A, Residential Agricultural, to RSF-4, Residential Single-Family, 4 Units per Acre, should the preceding annexation request be approved (see attached letter from the applicant's representative).

Related Issues: When property is annexed into the City, it is annexed as R-A Residential Agricultural. If the annexation is recommended for approval to City Council, the applicant would

like to rezone the 10.47 acres to RSF-4, Residential Single Family, 4 Units per Acre. The annexation request, ANX 05-1495, is an accompanying item to this rezoning request.

Recommendation: Staff recommends approval of the rezoning request. Future changes or additional development on this site will be regulated by the city allowing for a uniform and consistent development pattern.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Single family homes on large lots	Planning Area
South	Single family residential (Salem Meadows SD)	RSF-4, Res. Single-Family – 4 units/acre
East	Single Family residential (Crystal Springs Ph. I SD)	RSF-4, Res. Single-Family – 4 units/acre
West	Single family homes on large lots	Planning Area

INFRASTRUCTURE:

Streets: Currently the site has access to Salem Road along the east side and Weir Road on the north side. Both streets are collectors. Gypsum Drive to the east is planned as a collector to connect to Weir Road on the north part of the property. Any change in the Master Street Plan shall be approved by the Fayetteville City Council. Road improvements required for Salem Road and Weir Road along the property are to include: right-of-way dedication, pavement 14' from centerline, curb and gutter, storm drainage, and sidewalks.

Surrounding Master Street Plan Streets:

North: Weir Rd. (Local)

Gypsum Dr. (Collector - Unconstructed)

East: W. Salem Rd. (Collector)

West: Salem Rd. (Collector)

Water: Public water is adjacent to the site. There are existing water stub-outs from development on the south and the east sides of the development. There is an 8" main along Salem Road to the south of the property, and a 2" main along the north side of the property. There may be additional assessments for the water system improvements along Salem Road. Water service would need to be extended within the property at the time of development. Minimum size of new water mains is 8". Additional connections shall be required to complete a looped system. No long range improvements to the water system are planned at this time for this area. A study of the water supply shall be conducted at the cost of the developer prior to development.

- Sewer:** The site **does** have access sanitary sewer through development to the south. Minimum size of new sewer mains is 8". Sewer would need to be extended within the property. A capacity analysis of the downstream sewer lines **shall** be conducted and a capacity analysis of the lift stations downstream of the site **shall** be conducted prior to development at the cost of the developer.
- Fire:** The subject property is located approximately 2.6 miles from the Fire Station #7. Response time to the property is approximately 6 minutes. The Fire Department has projected a response time of 6.5 minutes at full build-out, with 10 calls per year.
- Police:** It is the opinion of the Fayetteville Police Department that this rezoning **will not** substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: General Plan 2020 designates this site **Residential**. Rezoning this property to RSF-4 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 RSF-4 zoning for a Single family residential use is compatible with adjacent and nearby single family residential land use. The General Plan designates this area for residential use, which is compatible with the proposed RSF-4 zoning.
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 order to promote orderly and consistent development patterns making use of existing infrastructure. A subdivision with density compatible to those surrounding subdivisions within the City could not be developed as it is currently zoned. A higher density than the R-A zoning district is appropriate in this area, and would provide compatibility with adjoining developments that are zoned RSF-4.
3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning will provide additional traffic on all adjacent streets. Salem Road, a Collector Street on the Master Street Plan (MSP), is adjacent

to the eastern property line of the subject property. Weir Road, a Local Street on the MSP adjoins the northern boundary of the property. In addition to these existing streets, Gypsum Dr., a Collector Street, is shown on the MSP to bisect the northern portion of the property, south of Weir Rd, and align with the existing Gypsum Dr to the east. These several existing streets that surround the property will allow traffic to disperse in an efficient manner and lessen any negative affects from the addition of vehicular traffic in this area. The Fayetteville Police Department finds that rezoning this property will not result in an appreciable increase in the level of traffic danger and congestion in the area.

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 would increase population density. Under an R-A, Residential Agricultural designation, the 10.47-acre tract would allow for a maximum of 5 dwelling unit (1 unit / 2 acres). With the proposed RSF-4 designation, 41 dwelling units would be permitted, with a projected total of 90 future residents in this area. Rezoning the property increases the possible number of residential units and population than that which would be allowed in the R-A zoning district, but is consistent with land use, zoning, and development patterns in the immediate vicinity.

Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

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

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* None.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

May 16, 2005

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to **RZN05-1502: (BENTON DEVELOPMENT LLC, 206)**: Submitted by H2 ENGINEERING INC, for property located at SW CORNER OF WEIR AND SALEM ROAD. The property is zoned R-A RESIDENTIAL AGRICULTURAL and contains approximately 10.66 acres. The request is to rezone the subject property to RSF-4, Residential Single Family, 4 units per acres.

It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.

Individually, each of these annexations and rezoning do not necessarily substantially alter the population density, nor do they create and appreciable increase in traffic danger and congestion. The sum total presented over the years, however, has had a substantial impact on the demand for police services and has caused an appreciable increase in traffic congestion.

Sincerely,

Captain William Brown
Fayetteville Police Department

Fayetteville Fire Department Service Delivery Impact: Zoning Review November 30, 2004										
Item	Subdivision	Annexation	Acres	Closest Fire Station	Distance from Fire Station	Response Time to Proposal area	Projected Response Time to Proposal Area at Maximum Build Out	Projected Calls for Service at Maximum Build Out per year	Projected Fire/Other Calls for Service at Maximum Build Out per year	Projected EMS Calls for Service at Maximum Build Out per year
ANX05-1488	Collins/Kinghorn	YES	17.33	3				0	0	0
RZN05-1489	Collins/Kinghorn		17.33	3	4.4 miles	8 minutes	8.5 minutes	16	6	10
ANX05-1490	Dixie Develop	YES	24.35	7				0	0	0
RZN05-1491	Dixie Develop		24.35	7	1.8 miles	5 minutes	5.5 minutes	22	9	13
ANX05-1495	Benton Develop	YES	10.66	7				0	0	0
RZN05-1502	Benton Develop		10.66	7	2.6 miles	6 minutes	6.5 minutes	10	4	6

★



April 14, 2005

Planning Division
City of Fayetteville
125 West Mountain
Fayetteville, AR 72701

**RE: BENTON DEVELOPMENT LLC – SALEM ROAD
REZONING – R-A to RSF-4**

To whom it may concern:

The property owners for the above referenced project are Jack and Joan Haynes, husband and wife. The proposed project is located at the southwest corner of the intersection of Salem Road and Weir Road. The property is being submitted for annexation into the City of Fayetteville concurrently with this rezoning application. The proposed zoning of this property is the same as the other residential developments in that locale.

The property is contiguous to Fayetteville City Limits along the southern border which is a common boundary to Salem Meadows Subdivision (RSF-4). The subject property is bound by Crystal Springs Subdivision to the east, which is also zoned RSF-4. The subject property is bound by undeveloped properties to the north and west, which are not within Fayetteville City Limits.

The proposed development will have connectivity to Salem Meadows Subdivision to the south whereby providing an opportunity for water and sewer extensions into this project. Sewer is also available at Crystal Springs Subdivision, which is located across Salem Road.

Respectfully,

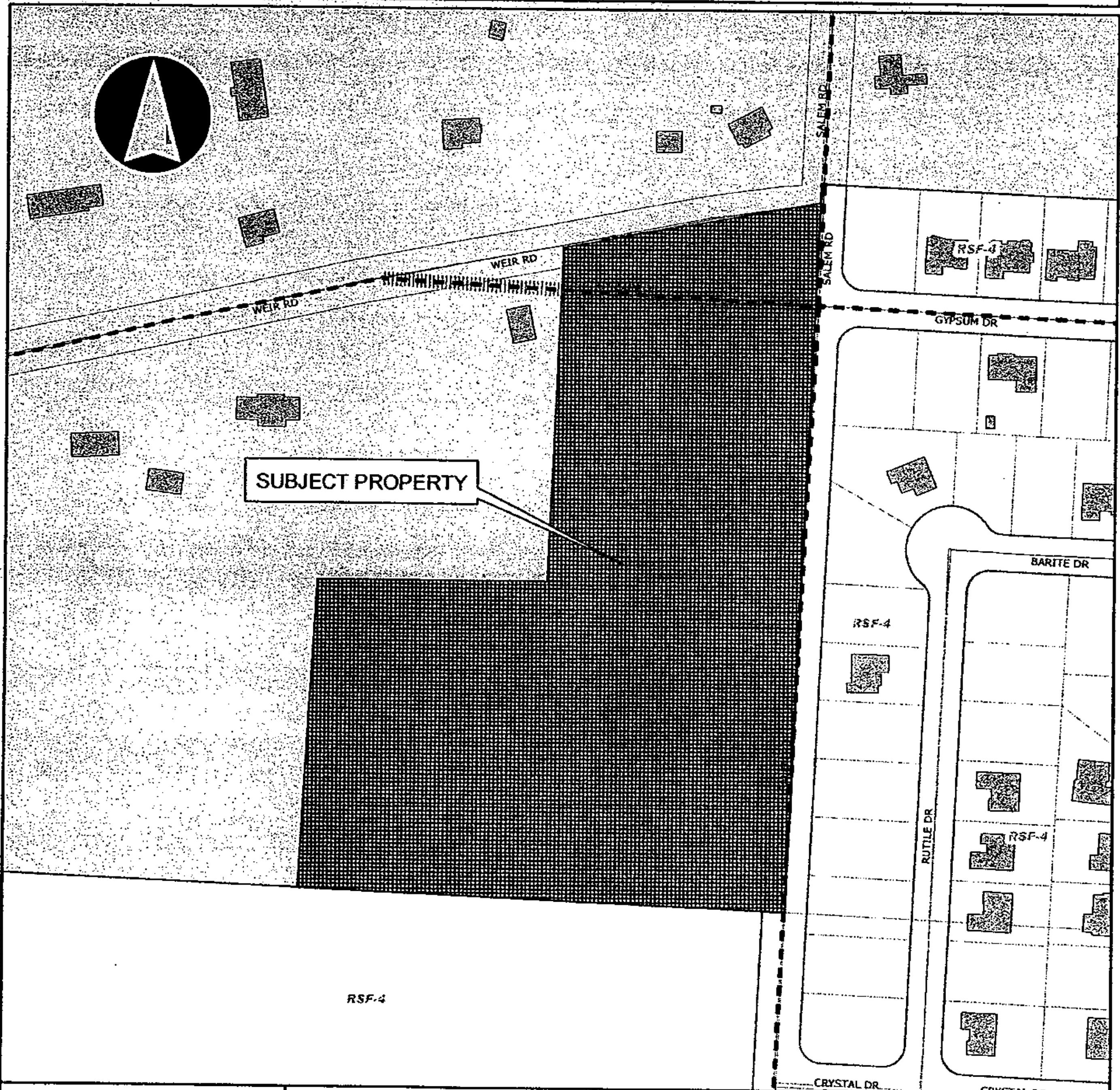
A handwritten signature in black ink, appearing to read 'Kipp Hearne', is written over a horizontal line.

Kipp Hearne, P.E.
Vice-President

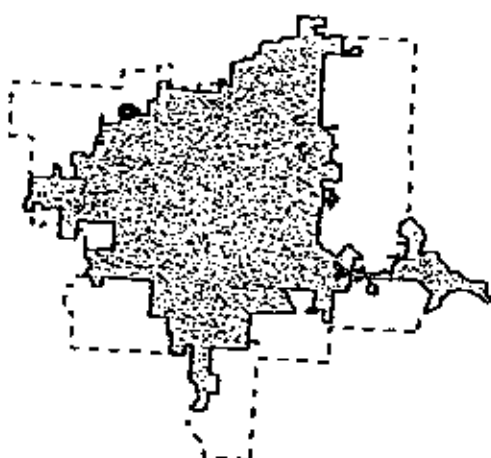
RZN05-1502

Close Up View

BENTON DEVELOPMENT LLC



Overview



Legend

RZN05-1502

Overlay District

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

FLOODWAY

100 YEAR

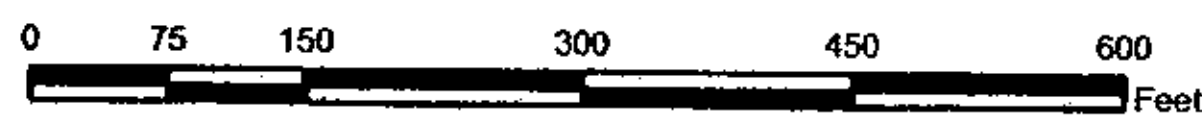
500 YEAR

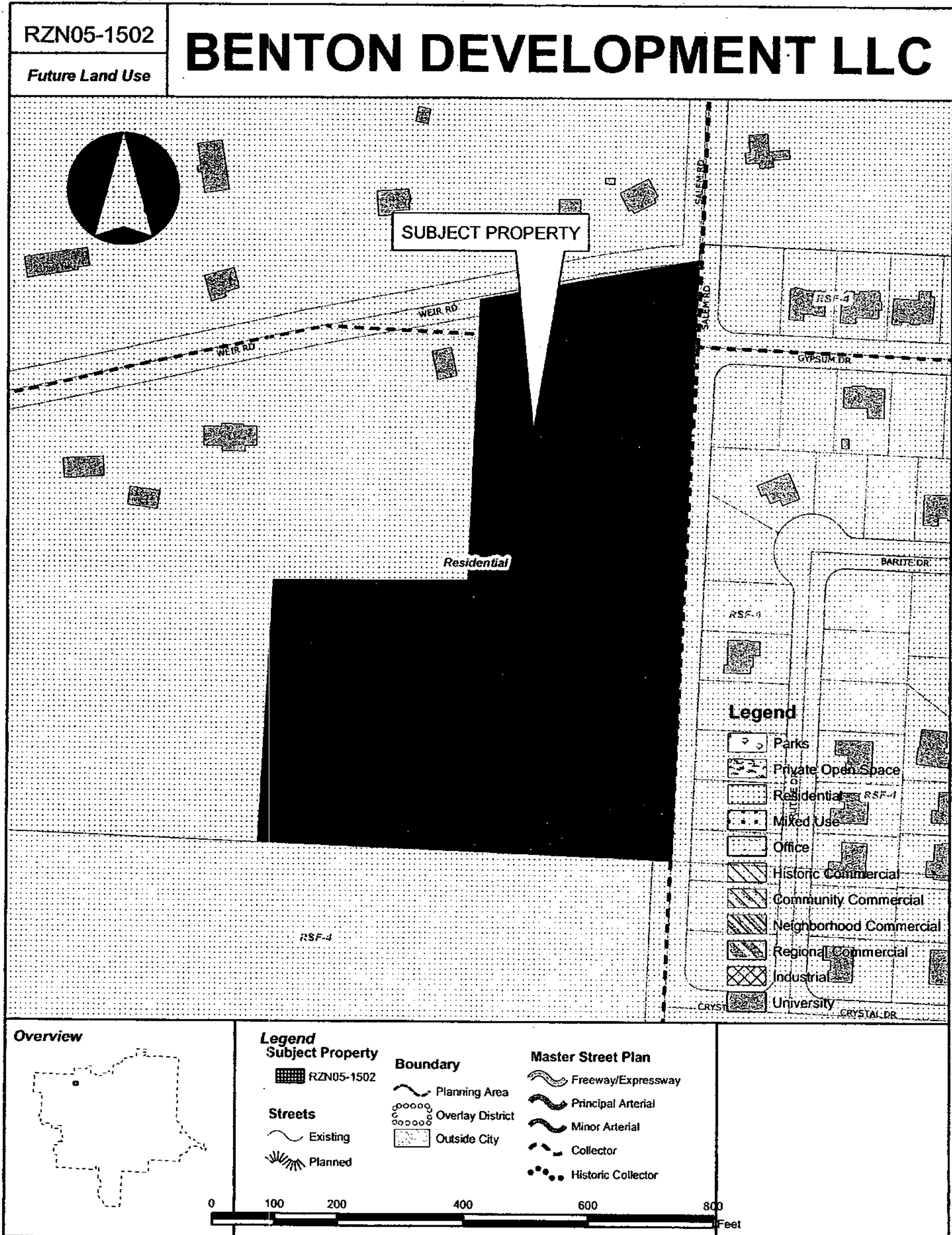
LIMIT OF STUDY

BaseLine Profile

Fayetteville

Outside City

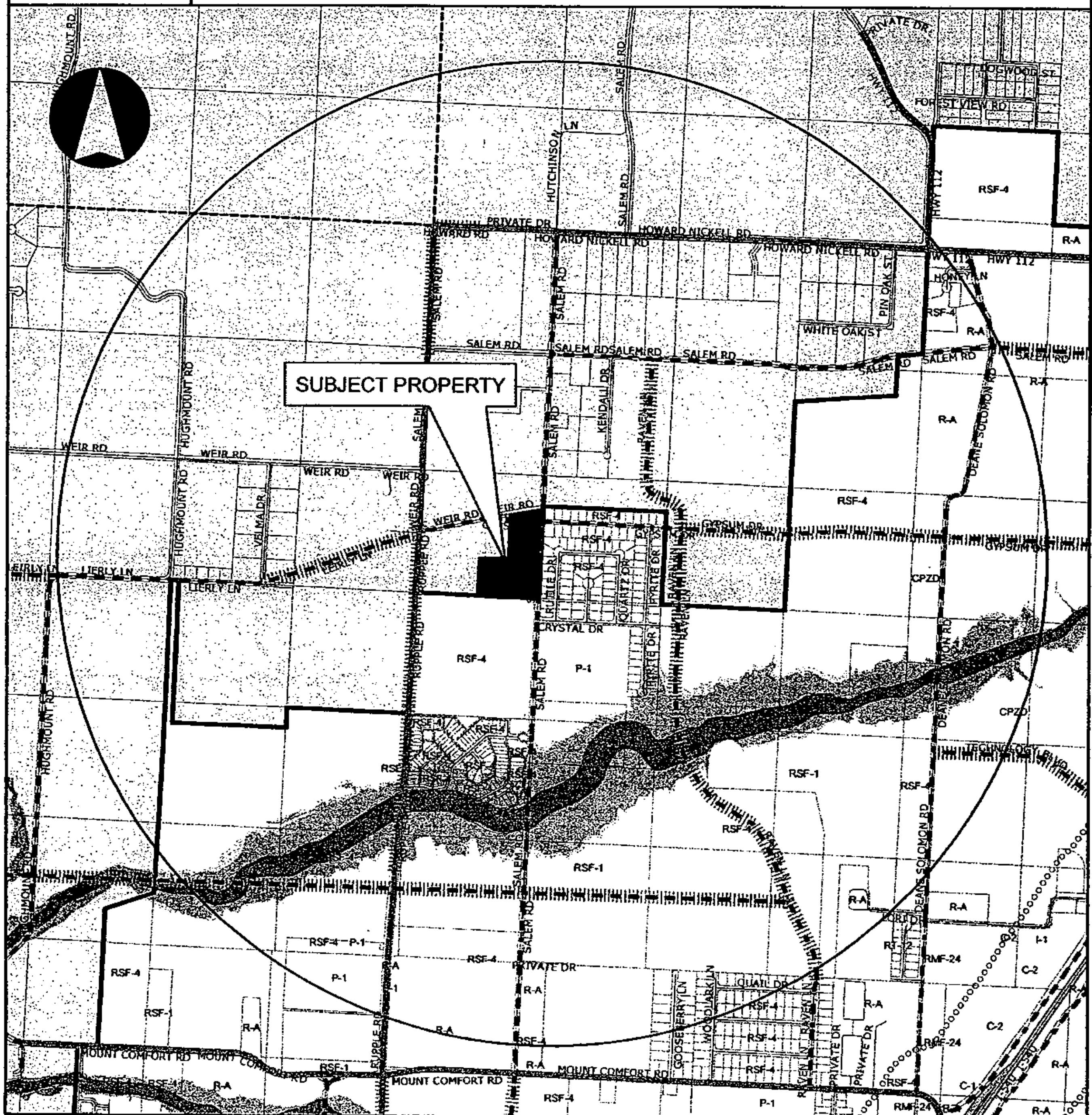




RZN05-1502

One Mile View

BENTON DEVELOPMENT LLC



Overview

Legend

Subject Property

RZN05-1502

Boundary

Planning Area

Overlay District

Outside City

0 0.125 0.25 0.5 0.75 1 Miles

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C.6.
RZN 05-1502 Benton Development
Page 15 of 16

5-Jul-05

City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1502: (BENTON DEVELOPMENT, 206): Submitted by H2 Engineering, Inc. for property located at southwest corner Wier Road and Salem Road. The property is zoned R-A, Residential-Agricultural, and contains approximately 10.47 acres. The request is to rezone the subject property to RSF-4, Residential Single-Family, 4 units per acre.

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

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

6-17-05
Date

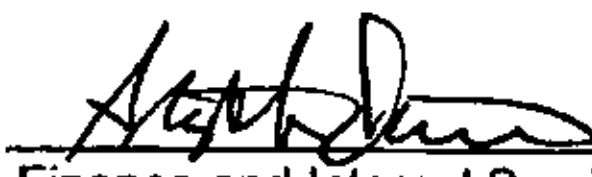
Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

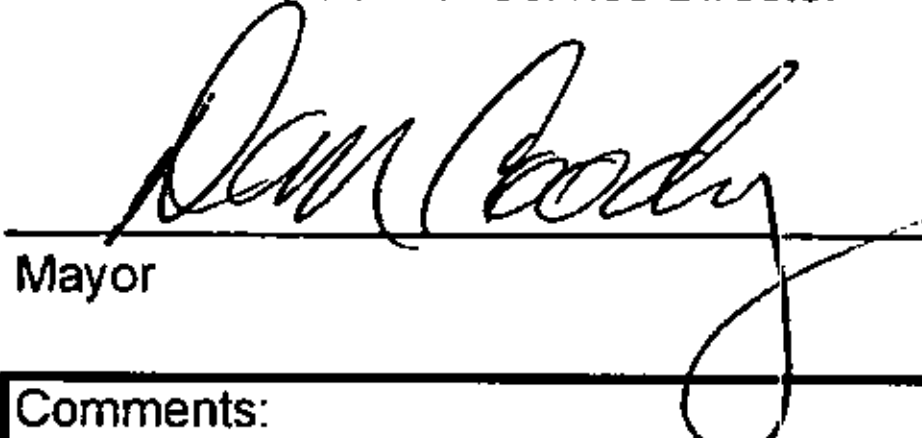
6-20-05


Finance and Internal Service Director

6-21-05
Date

Received in City Clerk's Office




Mayor

6/22/05
Date

Received in Mayor's Office



Comments:

City Council Meeting of July 5, 2005
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Gary Dumas, Director of Operations
From: Jeremy C. Pate, Director of Current Planning
Date: June 15, 2005
Subject: Rezoning for Hartlerode (RZN 05-1523)

RECOMMENDATION

Planning Staff recommends approval of the subject rezoning request to rezone approximately 0.24 acres of property from RSF-4, Residential Single Family – 4 units per acre, to C-2, Thoroughfare Commercial.

BACKGROUND

Property description: The subject property consists of a part of lots 9 and 10 of Grandview Heights Subdivision, containing approximately 0.24 acres. The property is located between School Avenue and Haddon Avenue and is zoned RSF-4. There is currently a single-story home on the property with access from School Avenue. Surrounding properties are a mix of single family residential, commercial and industrial uses with adjacent businesses including a bail bond business and the Tyson plant. This area is designated as Community Commercial on the future land use plan.

Proposal: The applicant intends to utilize the existing structures on the property for a bail bond business. Use unit 16, under which bail bonds is located, is not allowed in the RSF-4 zoning district as a permitted or conditional use. The applicant proposes a rezoning of the subject property to C-2, Thoroughfare Commercial, to allow for a use that is compatible and similar in nature to the uses that surround the parcel.

Request: The request is to rezone the property C-2, Thoroughfare Commercial.

DISCUSSION

This item was heard at the regular Planning Commission on June 13, 2005. No public comment was received. The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation in favor of the rezoning to C-2, Thoroughfare Commercial.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1523 FOR APPROXIMATELY
0.25 ACRES LOCATED AT 2826 SOUTH SCHOOL AVENUE FROM
RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO
C-2, THOROUGHFARE 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 RSF-4, Residential Single Family, 4 units per acre, to
C-2, Thoroughfare Commercial, as shown on 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 _____, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 05-1523

A PART OF LOTS 9 AND 10, GRANDVIEW HEIGHTS SUBDIVISION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A SET P/K NAIL MARKING THE SOUTHWEST CORNER OF LOT 9, GRANDVIEW HEIGHTS SUBDIVISION, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SCHOOL STREET, THENCE SOUTH 71 DEGREES 35 MINUTES 35 SECONDS EAST 102.73 FEET, THENCE SOUTH 66 DEGREES 05 MINUTES 29 SECONDS EAST 47.45 FEET TO A SET REBAR ON THE EAST LINE OF LOT 9 AND ON THE WEST RIGHT OF WAY LINE OF HADDON AVENUE, THENCE ALONG THE EAST LINE OF LOTS 9 AND 10 AND ALONG SAID RIGHT OF WAY LINE, SOUTH 21 DEGREES 35 MINUTES 00 SECONDS WEST 71.93 FEET TO A SET REBAR, THENCE LEAVING THE EAST LINE OF SAID LOT 10 AND SAID RIGHT OF WAY LINE, NORTH 69 DEGREES 07 MINUTES 01 SECONDS WEST 150.00 FEET TO A SET REBAR ON THE WEST LINE OF LOT 10 AND ON THE EAST RIGHT OF WAY LINE OF SOUTH SCHOOL STREET, THENCE ALONG SAID WEST LINE AND ALONG SAID RIGHT OF WAY LINE, NORTH 21 DEGREES 35 MINUTES 00 SECONDS EAST 70.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10,887.91 SQUARE FEET AND SUBJECT TO ANY EASEMENTS ON RECORD OR FACT.

GRANTOR HERBY RETAINS A 14 FOOT EASEMENT ALONG THE SOUTH SIDE FOR THE PERSONAL USE OF SAID GRANTOR WITH SAID EASEMENT EXPIRING UPON GRANTOR'S DEATH OR GRANTOR'S LATER CONVEYANCE OF THE LANDS LYING ADJACENT TO AND SOUTH OF SAID EASEMENT, WHICH EVER EVENT SHALL OCCUR FIRST.



PC Meeting of June 13, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Associate Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: May 25, 2005

RZN 05-1523: (Hartlerode, 678): Submitted by BETTY HARTLERODE for property located at 2826 S. SCHOOL AVENUE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 0.24 acres. The request is to rezone the subject property to C-2, THOROUGHFARE COMMERCIAL.

Planner: JESSE FULCHER

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings herein.

PLANNING COMMISSION ACTION	Required	<u>YES</u>
	☒ Approved	☐ Denied
Date: <u>June 13, 2005</u>		
CITY COUNCIL ACTION	Required	<u>YES</u>
	☐ Approved	☐ Denied
Date: <u>July 5, 2005 (1st reading if recommended)</u>		

BACKGROUND:

Property description: The subject property consists of a part of lots 9 and 10 of Grandview Heights Subdivision, containing approximately 0.24 acres. The property is located between School Avenue and Haddon Avenue and is zoned RSF-4. There is currently a single-story home and accessory building on the property that shares a common access from School Avenue with a neighboring single-story home. Surrounding properties are a mix of single family residential, commercial and industrial uses with adjacent businesses including a bail bonds business and the Tyson plant.

On March 30, 2005 city staff received a citizen complaint regarding an illegal sign at this location. Preliminary research of the zoning revealed that the property was zoned RSF-4, Residential Single Family-4 Units per Acre. Immediately following, a site investigation was conducted by code compliance officers, who discovered illegal signs associated with a bail

bonding business. Following procedure, a violation notice was mailed out via certified mail to the property owner and to the property in question. Upon receiving the violation, the applicant contacted the Planning Department to find out what she needed to do to resolve the violation. Staff informed her that a bail bonding business and the associated signs weren't allowed in the RSF-4 zoning district and that this use would require a property zoned C-2, Thoroughfare Commercial. A rezoning application for the subject property was submitted to the Planning Department on the next submittal date, as required to suspend the violation.

Proposal: The applicant intends to continue utilizing the existing structure on the property for a bail bonding business. Use unit 16, under which bail bonds is located, is not allowed in the RSF-4 zoning district as a permitted or conditional use. The applicant proposes a rezoning of the subject property to C-2, Thoroughfare Commercial, to allow for a use that is compatible and similar in nature to the uses that surround the parcel.

Recommendation: Staff recommends approval of the rezoning request. This area is designated as Community Commercial on the future land use plan, which is consistent with the C-2 zoning district. It is identified on the General Plan 2020 and functions as an area of commercial property that acts as a buffer between industrial and residential uses. The property has direct access to School Avenue, a major thoroughfare. The area adjacent to School Avenue serves as a large commercial area with an existing assortment of residential, commercial, and industrial uses located in close proximity to each other, serving the surrounding community.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Bail Bonding Business	C-2, Thoroughfare Commercial
South	Single Family Residential	RSF-4, Res. Single Family – 4 du/acre
East	Single Family Residential	RSF-4, Res. Single Family – 4 du/acre
West	Tyson Plant	I-1, Heavy Commercial & Light Industrial I-2, General Industrial

INFRASTRUCTURE:

Streets: Currently the site has access to South School. Road improvements per AHTD and dedication per the master street plan would be required if the property were to further develop.

Surrounding Streets:

North: 26th Street (Local)

South: Peach Street (Local) (2 lots south of subject property)

East: Haddon Avenue (Local)

West: School Avenue (Principal Arterial)

Water: Public water is adjacent to the site. There is a 12" main along South School. Water service will need to be extended within the property at the time of development.

- Sewer:** Sanitary sewer is adjacent to the site. There is a 6" main along South School.
- Fire:** The Fayetteville Fire Department has reviewed the request and has estimated that the response time from Fire Station #1 to the site would be approximately 4 minutes for a distance of 2.1 miles.
- Police:** It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

LAND USE PLAN: The Future Land Use Plan designates this site for Community Commercial. Rezoning this property to C-2, Thoroughfare Commercial is consistent with the land use plan for this area and the proposed use is compatible with surrounding properties that are similarly zoned, with the exception of across Haddon Ave. and across Peach St., which are utilized for single family homes.

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 current land use planning objectives and policies and is compatible with adjacent properties in the same district. The property in question is adjacent to parcels zoned RSF-4 to the south and across Haddon Ave. to the east, C-2 to the north, and I-1/I-2 to the west. Surrounding properties are primarily industrial or commercial in nature. The lots within Grandview Heights Subdivision adjacent to School Avenue are indicated on the Future Land Use plan for an area of higher intensity commercial use. Enforcement of development regulations will alleviate any negative appearance of commercial development along School Avenue and Haddon Avenue by regulating landscaping, access, commercial design standards, etc. Single family home fronting onto and accessing a Principal Arterial are discouraged in the General Plan 2020.
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 order to promote orderly and consistent development patterns. The General Plan 2020 defines Community Commercial as "activity areas that primarily serve the residents of the community." The proposed zoning and use would be similar to and compatible with adjacent land uses and support existing uses such as the County Correctional Facility.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Future development with the proposed zoning may increase traffic accessing onto adjacent rights-of-ways. At this time, a curb cut exists from the property to School Avenue. Restricting additional curb cuts on School Avenue or closing the existing entrance and constructing a new access from Haddon Avenue may decrease potential traffic conflicts on this major thoroughfare.

Police – It is the opinion of the Fayetteville Police department that an appreciable increase in traffic danger and congestion will not be created by this rezoning request.

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 would not substantially alter the population density in the area. Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

Currently the site has access to School Avenue and Haddon Avenue. At the time of future development, these streets may need to be brought up to current standards along the property frontage. These improvements may include right-of-way dedication, pavement, curb and gutter, storm drainage and sidewalks.

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

161.07 District Rsf-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* None.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

161.17 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Height regulations.* In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

C.7.
RZN 05-1523 Hartlerode
Page 9 of 18

POLICE DEPARTMENT

May 31, 2005

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

RECEIVED
JUN 01 2005
PLANNING DIV.

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Rezoning RZN 05-1523: (HARTLERODE, 678): Submitted by CHRIS & BETTY HARTLERODE for the property located at 2826 S. SCHOOL AVENUE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS / ACRES and contained approximately 0.25 acres. The request is to rezone the subject property to C-2, Thoroughfare Commercial.

It is the opinion of the Fayetteville Police Department that this re-zoning will not substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.

In reference to RZN 05-1524 (HONDA PRO, 367): submitted by SETH MCCLELLAND for the property located at 300, 306, and 310 W. POPLAR STREET. The property is zoned R-O, RESIDENTIAL-OFFICE. The request is to rezone the subject property to I-1, Heavy Commercial, Light Industrial.

It is the opinion of the Fayetteville Police Department that this re-zoning will not substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.

Sincerely,

A handwritten signature in black ink, appearing to read "William Brown".

Captain William Brown
Fayetteville Police Department

Fayetteville Fire Department Service Delivery Impact: Zoning Review May 31, 2005

Item	Subdivision	Annexation	Acres	Closest Fire Station	Distance from Fire Station	Response Time to Proposal area	Projected Response Time to Proposal Area at Maximum Build Out	Projected Calls for Service at Maximum Build Out per year	Projected Fire/Other Calls for Service at Maximum Build Out per year	Projected EMS Calls for Service at Maximum Build Out per year
RZN05-1523	Hartlerode	No	0.25	1	2.1 miles	4 Minutes	N/A	N/A	N/A	N/A
RZN05-1524	Honda Pro	No		2	1.6 miles	4 minutes	N/A	N/A	N/A	N/A

EXHIBIT "A"
LEGAL DESCRIPTION

A PART OF LOTS 9 AND 10, GRANDVIEW HEIGHTS SUBDIVISION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A SET P/K NAIL MARKING THE SOUTHWEST CORNER OF LOT 9, GRANDVIEW HEIGHTS SUBDIVISION, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SCHOOL STREET, THENCE SOUTH 71 DEGREES 35 MINUTES 35 SECONDS EAST 102.73 FEET, THENCE SOUTH 66 DEGREES 05 MINUTES 29 SECONDS EAST 47.45 FEET TO A SET REBAR ON THE EAST LINE OF LOT 9 AND ON THE WEST RIGHT OF WAY LINE OF HADDON AVENUE, THENCE ALONG THE EAST LINE OF LOTS 9 AND 10 AND ALONG SAID RIGHT OF WAY LINE, SOUTH 21 DEGREES 35 MINUTES 00 SECONDS WEST 71.93 FEET TO A SET REBAR, THENCE LEAVING THE EAST LINE OF SAID LOT 10 AND SAID RIGHT OF WAY LINE, NORTH 69 DEGREES 07 MINUTES 01 SECONDS WEST 150.00 FEET TO A SET REBAR ON THE WEST LINE OF LOT 10 AND ON THE EAST RIGHT OF WAY LINE OF SOUTH SCHOOL STREET, THENCE ALONG SAID WEST LINE AND ALONG SAID RIGHT OF WAY LINE, NORTH 21 DEGREES 35 MINUTES 00 SECONDS EAST 70.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10,887.91 SQUARE FEET AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

GRANTOR HEREBY RETAINS A 14 FOOT EASEMENT ALONG THE SOUTH SIDE FOR THE PERSONAL USE OF SAID GRANTOR WITH SAID EASEMENT EXPIRING UPON GRANTOR'S DEATH OR GRANTOR'S LATER CONVEYANCE OF THE LANDS LYING ADJACENT TO AND SOUTH OF SAID EASEMENT, WHICH EVER EVENT SHALL OCCUR FIRST.

5/23/2005
First Submittal: Parcel closes
Submitted as RZNOS-1523
TS

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT


Applicant's Signature

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

C.7.
RZN 05-1523 Hartlerode
Page 12 of 18

125 W. Mountain St.
Fayetteville, AR 72701
Telephone:
479-575-8264

PLANNING DIVISION CORRESPONDENCE

VIOLATION NOTICE

April 12, 2005

Advantage Bail Bonds
2826 S. School Ave.
Fayetteville, AR 72701

Re: Zoning Violation

Dear Management:

The City of Fayetteville has received a complaint regarding the use of your property located at 2826 S. School Ave. City staff has investigated this complaint and determined that the use of your property violates Chapter 161.07 of the City of Fayetteville Unified Development Code. Your property is zoned RSF-4, Residential Single Family-4 Units per Acre. The use of your property for a bail bonding business is not allowed in this zoning district. Furthermore, the signs that are located on the property are not allowed in the RSF-4 zoning district.

You are hereby given notice to correct this violation within 30 days from receipt of this letter. If the matter is not resolved to the satisfaction of the city at that time, the City Prosecutor will be asked to take immediate action. If the violation is corrected prior to the criminal summons being requested, you may contact the Planning Division for an inspection to verify the violation has been corrected.

We are also writing to notify you of the serious nature of continuing the violation. A violation of the provisions of this chapter shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not less than \$25.00 and not more than \$500.00. Each day such violation continues shall be considered a separate offense.

The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, or maintains such violation may be found guilty of a separate offense and suffer the penalties provided.

The city may take such other lawful action as is necessary to prevent or remedy this violation. An appeal may be filed with the Board of Adjustment and/or the Zoning and Development Administrator if you are aggrieved by an interpretation or decision regarding this matter. If you have any questions or need more information regarding this letter, please contact Jesse Fulcher, Planning Technician, at 575-8264.

Sincerely,

Jesse Fulcher
Planning Technician

cc: Jeremy Pate
Zoning and Development Administrator

City of Fayetteville

113 West Mountain
Fayetteville, AR 72701
(479)521-7700 Fax (479)575-8316

C.7.
RZN 05-1523 Hartlerode
Service Request Detail

Report Date 06/08/2005 02:59 PM**Submitted By**

Page 1

Service # 21002
Problem PL510 ILLEGAL SIGN/BANNER
Address 2826 S SCHOOL AVE
FAYETTEVILLE AR 72701-

Call Date 03/30/2005 15:30**Taken By** 2504 ALTMAN, AMY**Source** CALLIN☐ **Customer Contact Requested****Priority** 03

LOW PRIORITY

Duration of Call 00:00**Responsibility** CE

COMMUNITY CODE ENFORCEMENT Calls 1

Project**Budget #****Service Request Progress****Schedule** (inspected)**Inspect** Inspected from 03/31/2005 09:20 AM to 03/31/2005 09:25 AM by 1489 PRESTON HAMMONS.**Resolve** Unresolved with no due date.**Location****Area****Sub-Area****District****Map #****Parcel****Template Type****A/P #****Asset****Primary Caller****Name****First, MI****Title****Address****City****State/Province****ZIP/PC****Country**☐ **Foreign****Reference #****E-Mail****Day Phone****Evening Phone****Call Date** 03/30/2005 15:30**Taken By** 2504**Comments**

CALLER STATED THAT THERE IS AN ILLEGAL SIGN LOCATED AT THIS ADDRESS.

Call List

There are no additional callers for this service number

Comments

3-31.ph, apprx. 4'X8' billboard sign beside drive/street, 4'X 8' sign leaning against bldg., banner sign on bldg. front

04/14/05 BUSINESS OWNER CAME IN AND PICKED UP A REZONING APPLICATION AND SIGN PERMIT. SHE WAS INFORMED THAT THE RZN. APP. WOULD HAVE TO BE SUBMITTED BY MAY 5TH @ 10AM. AS LONG AS THE RZN. IS BEING PURSUED, THEN THE VIOLATION IS ON HOLD. JDF 30 DAYS EXPIRES ON 05/16/05.

Inspected**Resolution****By****Date****Time****Code****Date****Time****Scheduled Resources**

Employee ID	Scheduled Start	Scheduled End	Work Description
No resources scheduled.			

Equipment ID	Scheduled Start	Scheduled End	Work Description
No resources scheduled.			

Vehicle ID	Scheduled Start	Scheduled End	Work Description
No resources scheduled.			

Letter from Applicant.

5. A written description of this request addressing the following items:

a. Current ownership information and any proposed or pending property sales.

Chris and Betty Hartlerode
P.O. Box 676
Elkins, AR 72727

b. Reason (need) for requesting the zoning change.

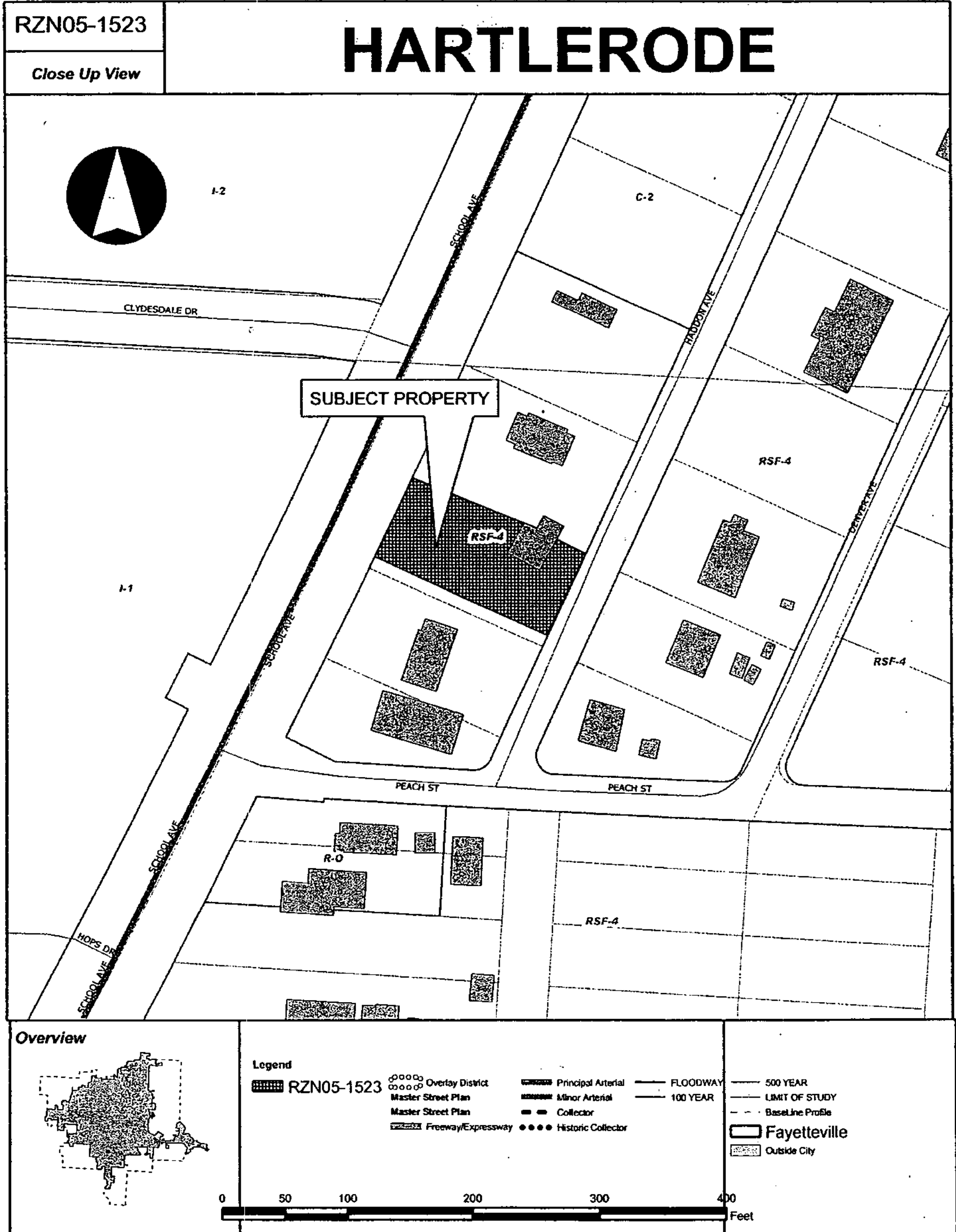
From residential to commercial to open Advantage Bail Bonds, Inc.

c. Statement of how the property will relate surrounding properties in terms of land use, traffic, appearance, and signage.

Five businesses to the north are bail bond companies.

d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

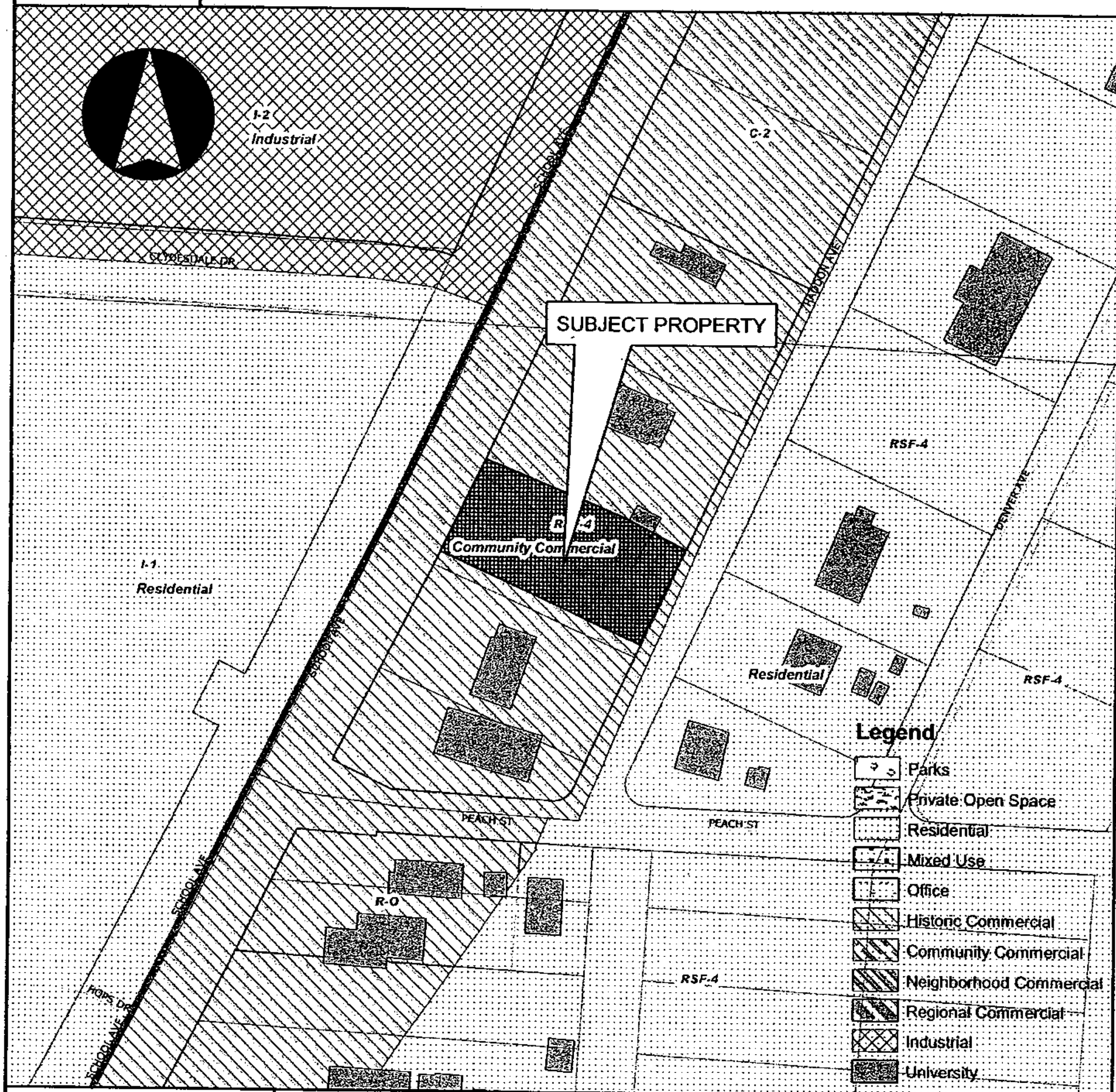
Water and sewer are already in the building. See exhibit A legal discription. Lot size 10,887.91 square feet.



RZN05-1523

Future Land Use

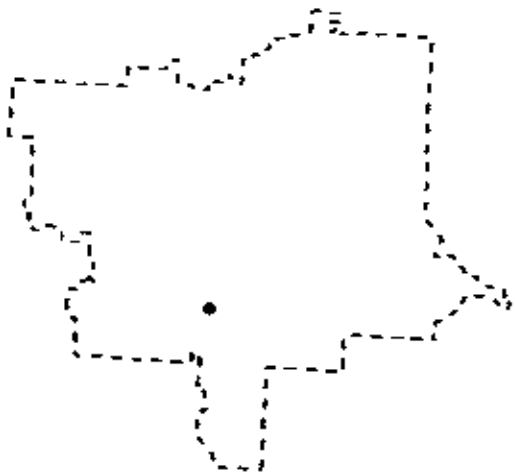
HARTLERODE



Legend

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

- RZN05-1523

Streets

- Existing
- Planned

Boundary

- Planning Area
- Overlay District
- Outside City

Master Street Plan

- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Collector



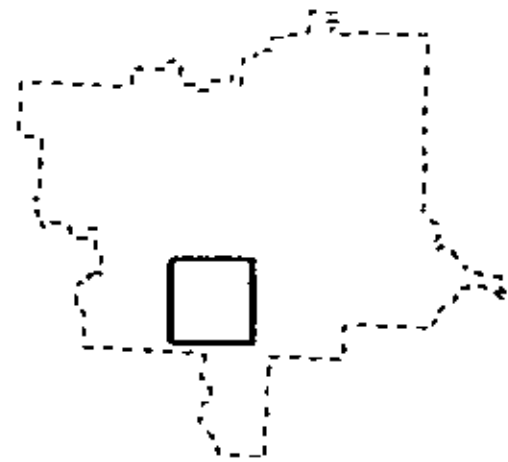
RZN05-1523

One Mile View

HARTLERODE



Overview



Legend

Subject Property

RZN05-1523

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.125 0.25

0.5

0.75

1

Miles

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C.7.
RZN 05-1523 Hartlerode
Page 18 of 18

5-Jul-05
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1523: (HARTLERODE, 256): Submitted by Chris and Betty Hartlerode for property located at 2826 South School Avenue. The property is zoned RSF-4, Residential Single Family, 4 units per acre, and contains approximately 0.25 acres. The request is to rezone the subject property to C-2, Thoroughfare Commercial.

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

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

6-17-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

6-20-05


Finance and Internal Service Director

6-21-05
Date

Received in City Clerk's Office




Mayor

6/22/05
Date

Received in Mayor's Office



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: June 15, 2005

Subject: Easement Vacation for Ralston (VAC 05-1521)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating three portions of a 30-foot utility easement along the northwest and southwest sides of the subject property, as depicted herein.

BACKGROUND

The subject property is Lot 8 of Savanna Estates, Phase 3. This property is a corner lot and fronts a public street to the northwest and southwest. The lot was platted with a 30' building setback and general utility easement for use along Natchez Trace and Williamsburg Lane. There are existing utilities located within this easement.

The building permit for this property was approved with the home located outside of all required building setbacks. A survey of the property was conducted after construction of the home and the owner found that three corners of the home protruded into the 30' utility easement. From comments provided by the utility companies, no utilities require relocation due to the small encroachments.

The applicant requests to vacate three portions of an existing utility easement where encroached by the existing structure and as described and depicted in the attached documents.

DISCUSSION

Notification was provided to all appropriate utility representatives and adjoining property owners. No objections were submitted. Conditions pertinent to the subject request are included as a condition of approval. The Planning Commission voted 8-0-0 on its consent agenda to forward this item to the City Council with a recommendation for approval of the vacation request at the regular meeting of June 13, 2005.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 05-1521 SUBMITTED BY
MICHAEL RALSTON FOR PROPERTY LOCATED AT 3450
NATCHEZ TRACE VACATING A PORTION OF A UTILITY
EASEMENT AS INDICATED ON THE ATTACHED MAP AND
LEGAL DESCRIPTION.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public
grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described platted utility
easement is not required for corporate purposes.

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

Section 1: That the City of Fayetteville, Arkansas hereby vacates and abandons the
following described utility easement:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the
map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the
County and recorded in the Deed Records of the County.

Section 3: That all affected public mains shall be re-routed at the expense of Mr.
Ralston to the City of Fayetteville specification and accordance with adopted ordinances.

PASSED and APPROVED this _____ day of _____, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
VAC 05-1521

ENCROACHMENT DESCRIPTION 'A'

A PART OF LOT NUMBERED EIGHT (8), SAVANNA ESTATES, PHASE III, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE EASTERNMOST CORNER OF SAID LOT EIGHT (8); THENCE N43°22'23"W 136.78 FEET ALONG THE BOUNDARY OF SAID LOT EIGHT (8); THENCE LEAVING THE BOUNDARY OF SAID LOT EIGHT (8) S46°37'37"W 62.23 FEET TO THE CORNER OF AN EXISTING ROOF EAVE FOR THE TRUE POINT OF BEGINNING; THENCE N81°22'50"E ALONG SAID ROOF EAVE LINE 2.19 FEET TO A POINT ON AN EXISTING THIRTY (30) FOOT BUILDING SETBACK AND UTILITY EASEMENT LINE, SAID POINT BEING ON A 245 FOOT RADIUS CURVE WHICH IS CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID BUILDING SETBACK AND UTILITY EASEMENT LINE AND CURVE 3.83 FEET TO A POINT ON AN EXISTING ROOF EAVE LINE, THE CHORD FOR WHICH BEING S26°12'53"W 3.83 FEET; THENCE N08°37'10"W 3.15 FEET TO THE POINT OF BEGINNING.

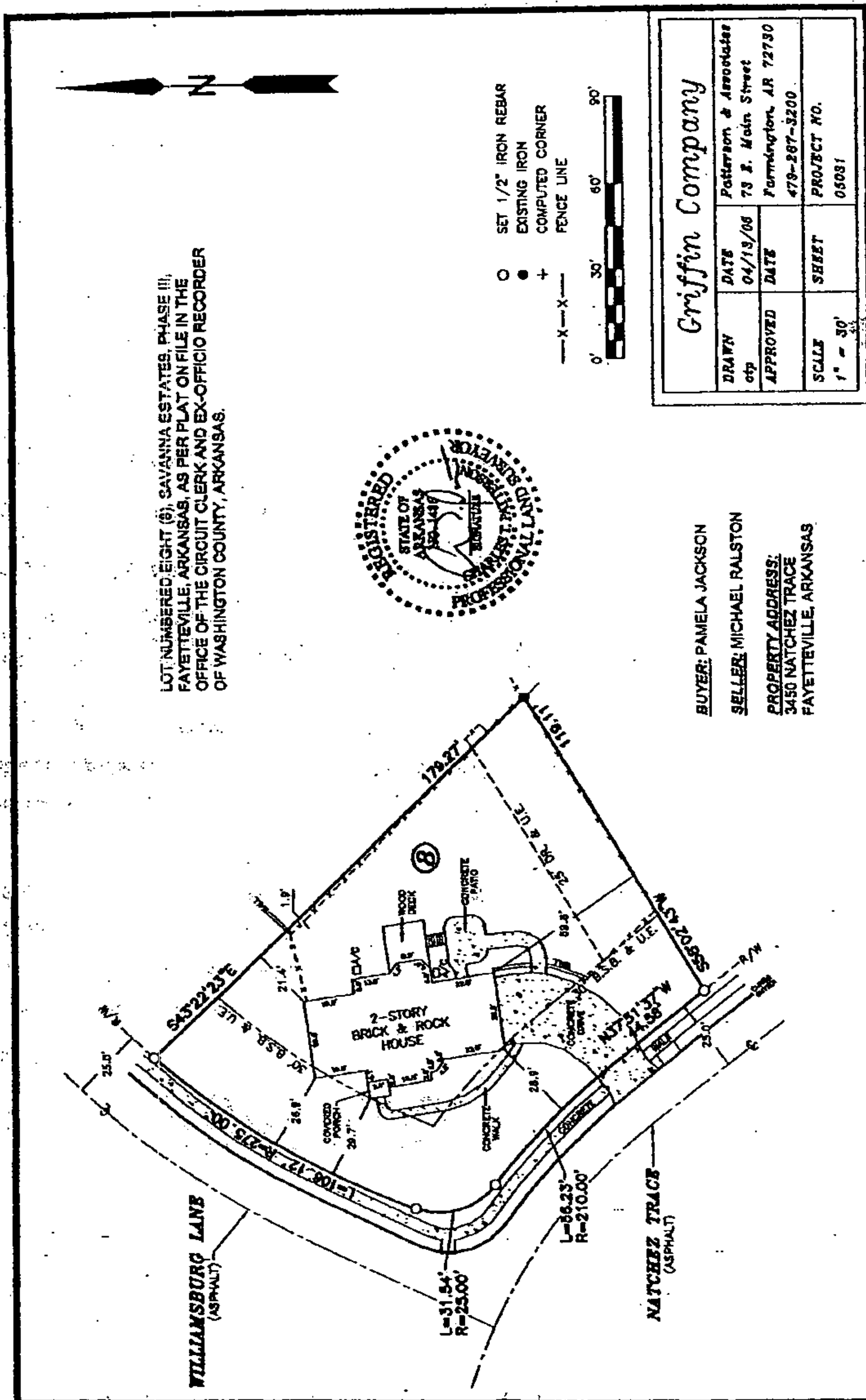
ENCROACHMENT DESCRIPTION 'B'

A PART OF LOT NUMBERED EIGHT (8), SAVANNA ESTATES, PHASE III, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE EASTERNMOST CORNER OF SAID LOT EIGHT (8); THENCE N43°22'23"W 145.82 FEET ALONG THE BOUNDARY OF SAID LOT EIGHT (8); THENCE LEAVING THE BOUNDARY OF SAID LOT EIGHT (8) S46°37'37"W 43.63 FEET TO THE CORNER OF AN EXISTING ROOF EAVE LINE FOR THE TRUE POINT OF BEGINNING; THENCE N81°38'36"E ALONG SAID ROOF EAVE LINE 6.10 FEET TO A POINT ON AN EXISTING THIRTY (30) FOOT BUILDING SETBACK AND UTILITY EASEMENT LINE, SAID POINT BEING ON A 245 FOOT RADIUS CURVE WHICH IS CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID BUILDING SETBACK AND UTILITY EASEMENT LINE AND CURVE 9.77 FEET TO A POINT ON AN EXISTING ROOF EAVE LINE, THE CHORD FOR WHICH BEING S30°51'44"W 9.77 FEET; THENCE N07°46'43"W 7.57 FEET TO THE POINT OF BEGINNING.

ENCROACHMENT DESCRIPTION 'C'

A PART OF LOT NUMBERED EIGHT (8), SAVANNA ESTATES, PHASE III, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE EASTERNMOST CORNER OF SAID LOT EIGHT (8); THENCE S58°02'43"W 119.11 FEET TO A SET 1/2" IRON REBAR AT THE SOUTHERNMOST CORNER OF SAID LOT EIGHT (8), SAID POINT BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF NATCHEZ TRACE; THENCE N37°51'37"W 44.58 FEET ALONG THE BOUNDARY OF SAID LOT EIGHT (8) AND SAID RIGHT-OF-WAY TO THE BEGINNING OF A 210.00 FOOT RADIUS CURVE WHICH IS CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY 20.41 FEET ALONG SAID CURVE, LOT BOUNDARY, AND RIGHT-OF-WAY, THE CHORD FOR WHICH BEING N40°38'40"W 20.40 FEET; THENCE LEAVING SAID CURVE, LOT BOUNDARY, AND RIGHT-OF-WAY N46°34'16"E 27.39 FEET TO THE CORNER OF AN EXISTING ROOF EAVE FOR THE TRUE POINT OF BEGINNING; THENCE N08°20'29"W ALONG SAID ROOF EAVE LINE 4.49 FEET TO A POINT ON AN EXISTING THIRTY (30) FOOT BUILDING SETBACK AND UTILITY EASEMENT LINE, SAID POINT BEING ON A 240.00 FOOT RADIUS CURVE WHICH IS CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID BUILDING SETBACK AND UTILITY EASEMENT LINE AND CURVE 5.50 FEET TO A POINT ON AN EXISTING ROOF EAVE LINE, THE CHORD FOR WHICH BEING S43°38'57"E 5.50 FEET; THENCE S81°39'31"W 8.18 FEET TO THE POINT OF BEGINNING.

C.8.
VAC 05-1521 Ralston
Page 5 of 18





PC Meeting of June 13, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
Brent O'Neal, Staff Engineer
THRU: Jeremy Pate., Director of Current Planning
DATE: June 7, 2005

VAC 05-1521: Vacation (Ralston, pp 256) was submitted by Michael Ralston for property located at 3450 Natchez Trace. The property is zoned RSF-4, residential single family, four units per acre. The request is to vacate a portion of the utility easement along at three corners of the structure that encroaches into the easement.

Findings: Vacating the portions of easement would not adversely affect access to the property or any other adjacent property.

Background: The subject property is Lot 8 of Savanna Estates, Phase 3. This property is a corner lot and fronts a public street to the northwest and southwest. The lot was platted with a 30' building setback and general utility easement for use along Natchez Trace and Williamsburg Lane. There are existing utilities located within this easement.

The building permit for this property was approved with the home located outside of all required building setbacks. A survey of the property was conducted after construction of the home and the owner found that three corners of the home protruded into the 30' utility easement. From comments provided by the utility companies, no utilities require relocation due to the small encroachments.

Request: The request is to vacate three small portions of an existing utility easement.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

UTILITIES

Ozarks Electric

Cox Communications

AEP/SWEPCO

SW Bell

RESPONSE

No Objections.

No Objections.

No Objections.

No Objections.

Arkansas Western Gas

AWG has no service lines in the easement in question and acknowledges the encroachment. See attached comments.

CITY OF FAYETTEVILLE:

Water/Sewer

Transportation

Solid Waste

Engineering

RESPONSE

No Objections.

No Objections.

No Objections.

No Objections.

Public Comment: The applicant has submitted the required notification forms to the adjacent property owners. Adjacent property owners had no objections to the proposed vacation.

Recommendation: Staff recommends approval of the proposed utility easement vacation VAC 05-1521 with the following condition:

1. Further development of this property shall not encroach within any existing easement.

PLANNING COMMISSION ACTION:

yes Required
X Approved Denied

Date:
June 13, 2005

Approved on Consent.

Comments: _____

The "CONDITIONS OF APPROVAL", as stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

By _____

Title _____

Date _____

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: _____

161.07 District Rsf-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* None.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

Written Description

To Whom It May Concern:

I am requesting a utility easement vacation with regard to a residence built at:

Mailing Address:
3450 Natchez Trace
Fayetteville, Arkansas 72703

Legal Description:

(LOT NUMBERED EIGHT (8), SAVANNA ESTATES, PHASE III, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS)

Exhibit A: Vacation Release Legal Description

The home encroaches into utility easement at three (3) points. The set back depth is 30 feet and the northwest corner of the home is located at 26' 9" from set back line. The covered porch area is located at 29' 7" from setback line. The southwest corner of the home is located at 28' 9" from the set back line.

These three points need to have a utility easement vacation to allow transfer of ownership of property and improvements to future owner.

Sincerely,



Michael Ralston
Owner

PETITION

PETITION TO VACATE, A(N) (EASEMENT) LOCATED IN (LOT# 8, PHASE III, SAVANNA ESTATES), CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and the Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the (Easement hereinafter sought to be abandoned and vacated, lying in (LOT# 8, PHASE III, SAVANNA ESTATES), City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a(n) (Easement) which is described as follows:

(LOT NUMBERED EIGHT (8), SAVANNA ESTATES, PHASE III, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS)

Exhibit A; Vacation Release Legal Description

That the abutting real estate affected by said abandonment of the alley are (LOT# 8, PHASE III, SAVANNA ESTATES), City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described (easement).

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

Wherefore, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to the particular land the owners be free from the easements of the public for the use of said alley.

Dated this 3RD day of May, 20 05.

Michael Ralston
printed name

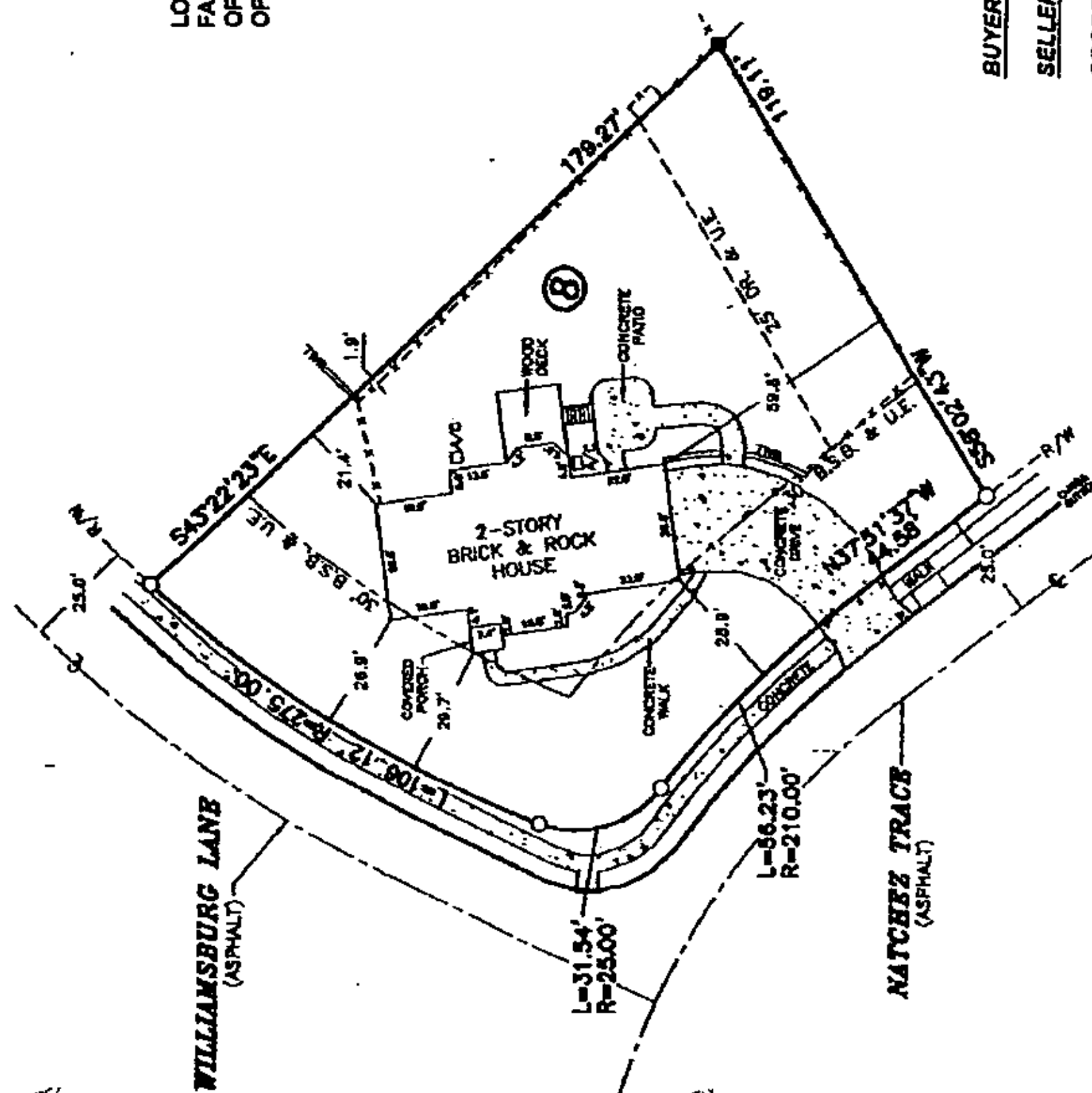
Michael Ralston
signature

TIM

LOT NUMBERED EIGHT (8), SAVANNA ESTATES, PHASE III,
FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE
OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF WASHINGTON COUNTY, ARKANSAS.



- SET 1/2" IRON REBAR
- EXISTING IRON
- + COMPUTED CORNER
- X—X— FENCE LINE



Griffin Company

DRAWN	DATE	Patterson & Associates
otp	04/19/06	79 E. Main Street
APPROVED	DATE	Farmington, AR 72730
		479-287-3200
SCALE	SHEET	PROJECT NO.
1" = 30'		05031

BUYER: PAMELA JACKSON
SELLER: MICHAEL RALSTON
PROPERTY ADDRESS:
3450 NATCHEZ TRACE
FAYETTEVILLE, ARKANSAS

UTILITY EASEMENT DISCLAIMER

COMES THE UNDERSIGNED, AND BEING DULY SWORN, DOES STATE:

1. That the undersigned is an agent, servant and/or employee of Arkansas Western Gas Company, Fayetteville, Arkansas, which is classified as, or in the manner of, a public utility.
2. That it has been brought to the attention of the undersigned that a utility easement exists in Washington County, Arkansas Lot 8, Savanna Estates, Phase 3, Fayetteville, Release 5' of existing 30' utility easement. Structure encroaches on existing easement in three locations. There are currently no gas utility lines located in said easement.
3. That the aforesaid organization is not maintaining any lines in the above described utility easement and does hereby disclaim and abandon any and all rights it may have in and to the above described easement. Otherwise easement shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is hereby executed on this 15th day of April, 2005.

ARKANSAS WESTERN GAS COMPANY

BY 
Bill Robertson
Northwest Regional Manager
Fayetteville, Arkansas

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8267

PLANNING DIVISION CORRESPONDENCE

TO: GIS
FROM: Jan Gambill, Senior Planning Clerk
DATE:
SUBJECT: Legal check for planning project

Project Name: VAC 05-1521 Ralston Return by: 5-25-05
Parcel: 765-18729-000

Plat Page#: 31-17.29
Section: 245
Township: _____
Range: _____

Current Zoning: R5F-4
Proposed Zoning: _____

Submittal:

1st

2nd

3rd

Closure error / comments: OK

NOTE! IN THE FUTURE WE SHOULD TRY TO GET THESE
VACATIONS IN AUTOCAD DWG FORMAT IF POSSIBLE.
IT WILL SAVE LOAD TIME.

Has the applicant been contacted with requested revisions:

YES

NO

Checked by:

CR

Date shape file was created:

5.24.2005

ENCROACHMENT DESCRIPTION 'A'

A PART OF LOT NUMBERED EIGHT (8), SAVANNA ESTATES, PHASE III, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE EASTERNMOST CORNER OF SAID LOT EIGHT (8); THENCE N43°22'23"W 136.78 FEET ALONG THE BOUNDARY OF SAID LOT EIGHT (8); THENCE LEAVING THE BOUNDARY OF SAID LOT EIGHT (8) S46°37'37"W 62.23 FEET TO THE CORNER OF AN EXISTING ROOF EAVE FOR THE TRUE POINT OF BEGINNING; THENCE N81°22'50"E ALONG SAID ROOF EAVE LINE 2.19 FEET TO A POINT ON AN EXISTING THIRTY (30) FOOT BUILDING SETBACK AND UTILITY EASEMENT LINE, SAID POINT BEING ON A 245 FOOT RADIUS CURVE WHICH IS CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID BUILDING SETBACK AND UTILITY EASEMENT LINE AND CURVE 3.83 FEET TO A POINT ON AN EXISTING ROOF EAVE LINE, THE CHORD FOR WHICH BEING S26°12'53"W 3.83 FEET; THENCE N08°37'10"W 3.15 FEET TO THE POINT OF BEGINNING.

ENCROACHMENT DESCRIPTION 'B'

A PART OF LOT NUMBERED EIGHT (8), SAVANNA ESTATES, PHASE III, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE EASTERNMOST CORNER OF SAID LOT EIGHT (8); THENCE N43°22'23"W 145.82 FEET ALONG THE BOUNDARY OF SAID LOT EIGHT (8); THENCE LEAVING THE BOUNDARY OF SAID LOT EIGHT (8) S46°37'37"W 43.63 FEET TO THE CORNER OF AN EXISTING ROOF EAVE LINE FOR THE TRUE POINT OF BEGINNING; THENCE N81°38'36"E ALONG SAID ROOF EAVE LINE 6.10 FEET TO A POINT ON AN EXISTING THIRTY (30) FOOT BUILDING SETBACK AND UTILITY EASEMENT LINE, SAID POINT BEING ON A 245 FOOT RADIUS CURVE WHICH IS CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID BUILDING SETBACK AND UTILITY EASEMENT LINE AND CURVE 9.77 FEET TO A POINT ON AN EXISTING ROOF EAVE LINE, THE CHORD FOR WHICH BEING S30°51'44"W 9.77 FEET; THENCE N07°46'43"W 7.57 FEET TO THE POINT OF BEGINNING.

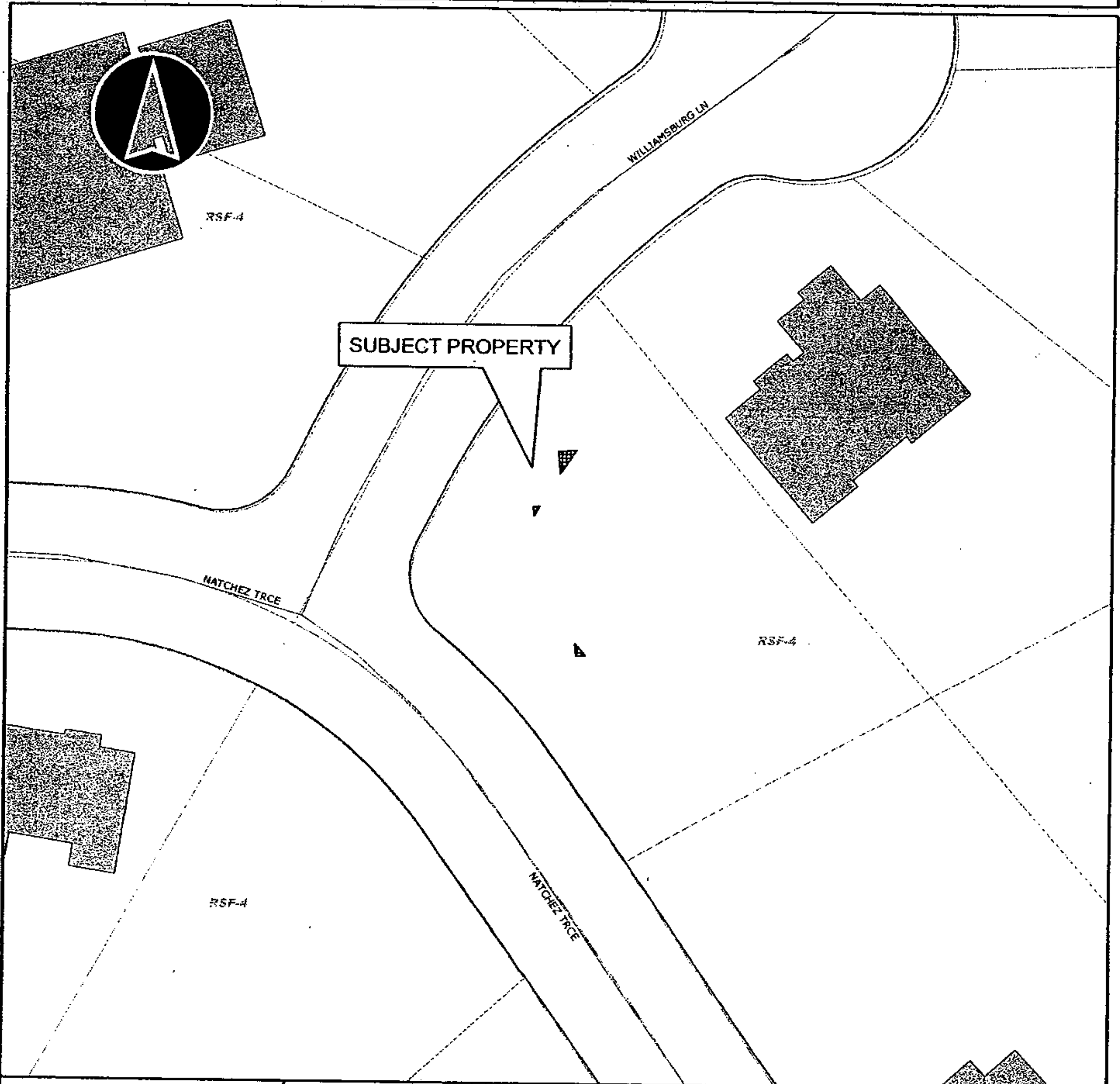
ENCROACHMENT DESCRIPTION 'C'

A PART OF LOT NUMBERED EIGHT (8), SAVANNA ESTATES, PHASE III, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE EASTERNMOST CORNER OF SAID LOT EIGHT (8); THENCE S58°02'43"W 119.11 FEET TO A SET 1/2" IRON REBAR AT THE SOUTHERNMOST CORNER OF SAID LOT EIGHT (8), SAID POINT BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF NATCHEZ TRACE; THENCE N37°51'37"W 44.58 FEET ALONG THE BOUNDARY OF SAID LOT EIGHT (8) AND SAID RIGHT-OF-WAY TO THE BEGINNING OF A 210.00 FOOT RADIUS CURVE WHICH IS CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY 20.41 FEET ALONG SAID CURVE, LOT BOUNDARY, AND RIGHT-OF-WAY, THE CHORD FOR WHICH BEING N40°38'40"W 20.40 FEET; THENCE LEAVING SAID CURVE, LOT BOUNDARY, AND RIGHT-OF-WAY N46°34'16"E 27.39 FEET TO THE CORNER OF AN EXISTING ROOF EAVE FOR THE TRUE POINT OF BEGINNING; THENCE N08°20'29"W ALONG SAID ROOF EAVE LINE 4.49 FEET TO A POINT ON AN EXISTING THIRTY (30) FOOT BUILDING SETBACK AND UTILITY EASEMENT LINE, SAID POINT BEING ON A 240.00 FOOT RADIUS CURVE WHICH IS CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID BUILDING SETBACK AND UTILITY EASEMENT LINE AND CURVE 5.50 FEET TO A POINT ON AN EXISTING ROOF EAVE LINE, THE CHORD FOR WHICH BEING S43°38'57"E 5.50 FEET; THENCE S81°39'31"W 3.18 FEET TO THE POINT OF BEGINNING.

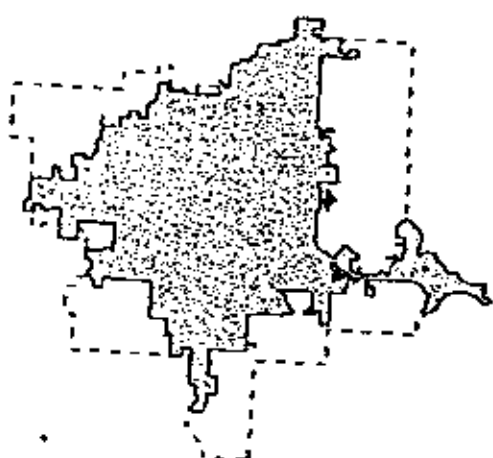
VAC05-1521

Close Up View

RALSTON



Overview



Legend

VAC05-1521

Overlay District

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

FLOODWAY

100 YEAR

500 YEAR

LIMIT OF STUDY

BaseLine Profile

Fayetteville

Outside City



VAC05-1521

One Mile View

RALSTON



Overview

Legend

Subject Property

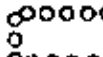
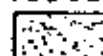


VAC05-1521

Boundary



Planning Area

**Overlay District**

Outside City

Master Street Plan

Master Street Plan

**Freeway/Expressway**

- **Principal Arterial**



- Minor Arterial



Collector



● **Historic Collector**

0 0.125 0.25 0.5 0.75 1 Miles

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C.8.
VAC 05-1521 Ralston
Page 18 of 18

5-Jul-05
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

VAC 05-1521: (RALSTON, 256): Submitted by Michael Ralston, for property located at 3450 Natchez Trace. The property is zoned RSF-4, Residential Single-Family, 4 units per acre. The request is to vacate a portion of a utility easement on the subject property.

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

Budgeted Item ☐

Budget Adjustment Attached ☐


Department Director 6-17-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney 6-20-05
Date

Received in City Clerk's Office



Finance and Internal Service Director 6-21-05
Date

Received in Mayor's Office



Mayor 6/22/05
Date

Comments:

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
July 5, 2005

A meeting of the Fayetteville City Council will be held on July 5, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

A. CONSENT:

- ✓1. **Approval of the June 21, 2005 City Council meeting minutes.**
- ✓2. **ADEQ Grant New Holland Loader:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept a grant totaling \$37,661.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a LW130B New Holland Articulated Loader; and approving a budget adjustment to recognize the grant revenue.
- ✓3. **Lightening Electric, Inc. Contract for T-Hangar Improvements:** A resolution awarding a contract to Lightening Electric, Inc. in the amount of \$120,300.00 to improve the electrical systems in T-Hangers "A" through "D" at the Fayetteville Municipal Airport, Drake Field; approving a project contingency of \$6,015.00; and approving a budget adjustment in the amount of \$126,315.00.

T-G Excavating, Inc. Contract - Farmington Sewer Rehab.: A resolution awarding a construction contract to T-G Excavating, Inc. in the amount of \$144,444.00 for the Farmington Sanitary Sewer System Manhole Rehabilitation; and approving a 10% project contingency in the amount of \$14,444.00.

- ✓5. **Laureate Fields Subdivision Park Land Dedication:** A resolution rescinding resolution No. 136-04 and accepting the Parks and Recreation Advisory Board's revised recommendation to accept 5.064 acres of Land located on the future site of Park West at Audubon as the required Park Land Dedication for Laureate Fields Development.

*Kyle Cook
has a copy of
the contract
documents*

- ✓ 6. **Devonshire Manor Park Land Dedication:** A resolution accepting the Parks and Recreation Advisory Board's recommendation to accept approximately 2.48 acres of land and approximately \$13,135.00 cash in lieu of the required Park Land Dedication for Devonshire Manor Development.
- ✓ 7. **Score Uniforms Contract for Soccer Uniforms:** A resolution awarding Bid #05-20 and approving the purchase of youth soccer uniforms from Score Uniforms in the amount of \$29,700.00.
- ✓ 8. **Arkansas Automatic Sprinklers, Inc. Contract for Seven Hills Homeless Shelter:** A resolution approving a contract with Arkansas Automatic Sprinklers, Inc. in an amount not to exceed \$35,869.00 to install a sprinkler system at the Seven Hills Homeless Shelter.
- ✓ 9. **Timberworks Contract - ~~Roof Installation~~ *Rehabilitation of a CDBG Residence*:** A resolution approving a contract in the amount of \$24,998.00 with Mike Castner D/B/A Timberworks for rehabilitation of a CDBG eligible residence; and approving a contingency in the amount of \$1,000.00.
- ✓ 10. **Airport Snow Blower Sale to Abbotsford International Airport:** A resolution approving the sale of a used snow blower to the high bidder, City of Abbotsford, British Columbia, Canada in the amount of \$172,000.00.
- ✓ 11. **Midland Construction, Inc. - Meadow Street Structure Improvements Project:** A resolution approving a contract with Midland Construction, Inc. in the amount of \$295,153.00 for the Meadow Street Parking Structure Improvements Project; approving a 15% Project Contingency in the amount of \$44,273.00; and approving a Budget Adjustments in the amount of \$132,803.00 for same.

B. UNFINISHED BUSINESS:

- ✓ 1. **PZD Ordinance Amendment:** An ordinance amending Sections 166.06 Planned Zoning Districts (PZD), and Sections 161.25 (C), (D) and (E) Planned Zoning District, Title XV of The Unified Development Code, Fayetteville Code of Ordinances, to allow Master Development Plans to be submitted as an option without submitting a subdivision or large scale development and clarifying other requirements, conditional uses, and development standards planned zoning districts. *This Ordinance was Left on the Second Reading at the June 21, 2005 City Council meeting.*
- ✓ 2. **Planning Commission Appeal (TGI FRIDAY'S):** A request to appeal the Planning Commission's decision to alter the sign package submitted by TGI Friday's. *This item was tabled at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*
- ✓ 3. **Planning Commission Appeal (Dixie Development):** An ordinance annexing that property described in ANX 05-1490 for approximately 24.35 acres located at the northeast corner of Mount Comfort Road and Hughmount Road and zoning such property R-A Residential Agricultural. *This item was Left on the Second Reading at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*

- ✓ 4. **RZN 05-1491 (Dixie Development):** An ordinance rezoning that property described in rezoning petition RZN 05-1491 for approximately 24.35 acres located at the northeast corner of Mount Comfort and Hughmount Road, from R-A, Residential-Agricultural to RSF-4, Residential Single Family, 4 units per acre. *This item was Left on the Second Reading at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*

C. NEW BUSINESS:

- ✓ 1. **United States Census Bureau:** A resolution approving a Memorandum of Understanding with the United States Census Bureau for the purpose of conducting a Special Census for Fayetteville, Arkansas in the amount of \$961,770.00; and approving a budget adjustment.
- ✓ 2. **Arkansas Soil & Water Bond Purchase Agreement -Westside Plant:** An ordinance authorizing the issuance and sale of not to exceed \$65,000,000 of a Sales and Use Tax Capital Improvement Bond, Series 2005, by the City of Fayetteville, Arkansas for the purpose of financing a portion of the costs of acquiring, constructing and equipping a new wastewater treatment facility and related sewerage improvements; providing for the payment of the principal of and interest on the Series 2005 Bond; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2005 Bond; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.
- ✓ 3. **C-2 Projects, LLC Contract - Highway 62 Farmington Waterline Replacement Project:** A resolution approving a construction contract with C-2 Projects, LLC in the amount of \$1,180,177.45 for the Highway 62-Farmington Waterline Replacement Project; approving a 12% Project Contingency in the amount of \$140,000.00; and approving a Budget Adjustment in the amount of \$678,585.00.
- ✓ 4. **McClelland Consulting Engineers Amendment # 2 - Highway 62 Farmington Waterline Replacement Project:** A resolution approving a contract amendment No. 2 with McClelland Consulting Engineers, Inc. in the amount of \$56,867.00 for the Highway 62-Farmington Waterline Replacement Project.
- ✓ 5. **ANX 05-1495 (Benton Development):** An ordinance annexing that property described in Annexation Petition ANX 05-1495 for property located at the southwest corner of Weir Road and Salem Road, containing 10.47 acres.
- ✓ 6. **RZN 05-1502 (Benton Development):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1502 for approximately 10.47 acres located at the southwest corner of Weir Road and Salem Road from R-A, Residential Agricultural, to RSF-4, Residential Single-Family, 4 Units Per Acre.
- ✓ 7. **RZN 05-1523 (Hartlerode):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1523 for approximately 0.25 acres located at 2826 South School Avenue from RSF-4, Residential Single-Family, 4 Units Per Acre to C-2, Thoroughfare Commercial.

8. **VAC 05-1521 (Ralston):** An ordinance approving VAC 05-1521 submitted by Michael Ralston for property located at 3450 Natchez Trace vacating a portion of utility easement as indicated on the attached map and legal description.

D. INFORMATIONAL:

July 4, 2005 Holiday – City Offices will be Closed

Council Tour: None

Aldermen

Ward 1 Position 1 - Robert Reynolds
 Ward 1 Position 2 - Brenda Thiel
 Ward 2 Position 1 - Kyle B. Cook
 Ward 2 Position 2 - Don Marr
 Ward 3 Position 1 - Robert K. Rhoads
 Ward 3 Position 2 - Robert Ferrell
 Ward 4 Position 1 - Shirley Lucas
 Ward 4 Position 2 - Lioneld Jordan

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith



**Tentative Agenda
 City of Fayetteville Arkansas
 City Council Meeting
 July 5, 2005**

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Call to Order

Roll Call

Pledge of Allegiance

A. CONSENT:

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B. UNFINISHED BUSINESS:

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- ✓ 4. **RZN 05-1491 (Dixie Development):** An ordinance rezoning that property described in rezoning petition RZN 05-1491 for approximately 24.35 acres located at the northeast corner of Mount Comfort and Hughmount Road, from R-A, Residential-Agricultural to RSF-4, Residential Single Family, 4 units per acre. *This item was Left on the Second Reading at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.*

C. NEW BUSINESS:

- Consent 1. **ADEQ Grant New Holland Loader:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept a grant totaling \$37,661.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a LW130B New Holland Articulated Loader; and approving a budget adjustment to recognize the grant revenue.
- Consent 2. **Lightening Electric, Inc. Contract for T-Hanger Improvements:** A resolution awarding a contract to Lightening Electric, Inc. in the amount of \$120,300.00 to improve the electrical systems in T-Hangers "A" through "D" at the Fayetteville Municipal Airport, Drake Field; approving a project contingency of \$6,015.00; and approving a budget adjustment in the amount of \$126,315.00.
3. **United States Census Bureau:** A resolution approving a Memorandum of Understanding with the United States Census Bureau for the purpose of conducting a Special Census for Fayetteville, Arkansas in the amount of \$961,770.00; and approving a budget adjustment.
- Consent 4. **T-G Excavating, Inc. Contract - Farmington Sewer Rehab.:** A resolution awarding a construction contract to T-G Excavating, Inc. in the amount of \$144,444.00 for the Farmington Sanitary Sewer System Manhole Rehabilitation; and approving a 10% project contingency in the amount of \$14,444.00.
5. **Arkansas Soil & Water Bond Purchase Agreement -Westside Plant:** An ordinance authorizing the issuance and sale of not to exceed \$65,000,000 of a Sales and Use Tax Capital Improvement Bond, Series 2005, by the City of Fayetteville, Arkansas for the purpose of financing a portion of the costs of acquiring, constructing and equipping a new wastewater treatment facility and related sewerage improvements; providing for the payment of the principal of and interest on the Series 2005 Bond; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2005 Bond; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.
6. **McClelland Consulting Engineers Amendment # 2 - Highway 62 Farmington Waterline Replacement Project:** A resolution approving a contract amendment No. 2 with McClelland Consulting Engineers, Inc. in the amount of \$56,867.00 for the Highway 62-Farmington Waterline Replacement Project.
7. **C-2 Projects, LLC Contract - Highway 62 Farmington Waterline Replacement Project:** A resolution approving a construction contract with C-2 Projects, LLC in the amount of \$1,180,177.45 for the Highway 62-Farmington Waterline Replacement

Project; approving a 12% Project Contingency in the amount of \$140,000.00; and approving a Budget Adjustment in the amount of \$678,585.00.

Consent 8. **Laureate Fields Subdivision Park Land Dedication:** A resolution rescinding resolution No. 136-04 and accepting the Parks and Recreation Advisory Board's revised recommendation to accept 5.064 acres of Land located on the future site of Park West at Audubon as the required Park Land Dedication for Laureate Fields Development.

Consent 9. **Devonshire Manor Park Land Dedication:** A resolution accepting the Parks and Recreation Advisory Board's recommendation to accept approximately 2.48 acres of land and approximately \$13,135.00 cash in lieu of the required Park Land Dedication for Devonshire Manor Development.

Consent 10. **Score Uniforms Contract for Soccer Uniforms:** A resolution awarding Bid #05-20 and approving the purchase of youth soccer uniforms from Score Uniforms in the amount of \$29,700.00.

11. **ANX 05-1495 (Benton Development):** An ordinance annexing that property described in Annexation Petition ANX 05-1495 for property located at the southwest corner of Weir Road and Salem Road, containing 10.47 acres.

12. **RZN-05-1502 (Benton Development):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1502 for approximately 10.47 acres located at the southwest corner of Weir Road and Salem Road from R-A, Residential Agricultural, to RSF-4, Residential Single-Family, 4 Units Per Acre.

13. **RZN 05-1523 (Hartlerode):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1523 for approximately 0.25 acres located at 2826 South School Avenue from RSF-4, Residential Single-Family, 4 Units Per Acre to C-2, Thoroughfare Commercial.

14. **VAC 05-1521 (Ralston):** An ordinance approving VAC 05-1521 submitted by Michael Ralston for property located at 3450 Natchez Trace vacating a portion of utility easement as indicated on the attached map and legal description.

Consent 15. **Arkansas Automatic Sprinklers, Inc. Contract for Seven Hills Homeless Shelter:** A resolution approving a contract with Arkansas Automatic Sprinklers, Inc. in an amount not to exceed \$35,869.00 to install a sprinkler system at the Seven Hills Homeless Shelter.

Consent 16. **Timberworks Contract - Roof Installation:** A resolution approving a contract in the amount of \$24,998.00 with Mike Castner D/B/A Timberworks for rehabilitation of a CDBG eligible residence; and approving a contingency in the amount of \$1,000.00.

Consent 17. **Airport Snow Blower Sale to Abbotsford International Airport:** A resolution approving the sale of a used snow blower to the high bidder, City of Abbotsford, British Columbia, Canada in the amount of \$172,000.00.

Consent

18. Midland Construction, Inc. - Meadow Street Structure Improvements Project: A resolution approving a contract with Midland Construction, Inc. in the amount of \$295,153.00 for the Meadow Street Parking Structure Improvements Project; approving a 15% Project Contingency in the amount of \$44,273.00; and approving a Budget Adjustments in the amount of \$132,803.00 for same.

~~19. Bid Limit (Amend Section 34.23 and 34.25 of the Code): (David's Office)~~

~~20. Associated Time & Parking Controls, Inc. Contract Parking Access Equipment:
(Sent Back to Sharon Jenkins)~~

*Steve
Davis has*

D. PUBLIC HEARING:

- Palmer & Son Construction*
1. ~~Bid #05-46 Site Clean-up and Maintenance:~~ A resolution awarding Bid #05-46 and approving a contract with Palmer & Son Construction, LLC in the amount of \$10,000.00 to provide mowing and clean-up services for City Code Compliance efforts.

E. INFORMATIONAL:

Council Four: ~~NO TOUR~~ NO TOUR

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**

D. D. Whitaker
for Mr. Williams

DATE: **July 6, 2005**

RE: **Passed Resolutions and Ordinances from City Council meeting
of July 5, 2005**

1. **ADEQ Grant for New Holland Loader:** Resolution authorizing Fayetteville Solid Waste & Recycling to accept a grant totaling \$37,661.00 from ADEQ and Boston Mountain Solid Waste District for purchase of LW130B New Holland Articulated Loader and approving budget adjustment to recognize grant revenue;
2. **Lightening Electric Contract for T-Hangar Improvements:** Resolution awarding contract to Lightening Electric, Inc. in amount of \$120,300.00 to improve electrical systems in T-Hangars "A" through "D" at Fayetteville's Drake Field, approving project contingency of \$6,015.00 and approving budget adjustment in amount of \$126,315.00;
3. **T-G Excavating Contract – Farmington Sewer Rehab:** Resolution awarding construction contract to T-G Excavating, Inc. in amount of \$144,444.00 for Farmington Sanitary Sewer System Manhole Rehabilitation and approving 10% project contingency in amount of \$14,444.00;
4. **Laureate Fields Park Land Dedication:** Resolution rescinding Resolution No. 136-04 and accepting Parks & Recreation Advisory Board's recommendation to accept 5.064 acres of land located on future site of Park West at Audubon as the required park land dedication for Laureate Fields Development;

5. **Devonshire Manor Park Land Dedication:** Resolution accepting Parks & Recreation Advisory Board's recommendation to accept approximately 2.48 acres of land and approximately \$13,135.00 cash in lieu of required park land dedication for Devonshire Manor Development;
6. **Score Uniforms Contract for Soccer Uniforms:** Resolution awarding bid and approving purchase of youth soccer uniforms from Score Uniforms in amount of \$29,700.00;
7. **Arkansas Automatic Sprinklers, Inc Contract:** Resolution approving contract w/Arkansas Automatic Sprinklers, Inc. in amount not to exceed \$35,869.00 to install sprinkler system at Seven Hills Homeless Shelter;
8. **Timberworks Contract:** Resolution approving contract in amount of \$24,998.00 w/Mike Castner d/b/a/ Timberworks for rehabilitation of a CDBG eligible residence and approving contingency in amount of \$1,000.00;
9. **Airport Snow Blower Sale:** Resolution approving sale of used snow blower to high bidder, City of Abbotsford, British Columbia, Canada in amount of \$172,000.00;
10. **Midland Construction, Inc. – Meadow St.:** Resolution approving contract w/Midland Construction, Inc. in amount of \$295,153.00 for Meadow St. parking structure improvements project; approving 15% project contingency in amount of \$44,273.00 and approving budget adjustment in amount of \$132,803.00.
11. **Palmer & Son Construction, LLC:** Resolution awarding bid and approving contract w/Palmer & Son Construction, LLC in amount of \$10,000.00 to provide mowing and clean-up services for city code compliance efforts;
12. **PZD Ordinance Amendment:** Ordinance amending §166.06 Planned Zoning Districts (PZD), and §161.25 (C), (D), & (E) Planned Zoning district, Title XV of Unified Development Code, Fayetteville Code of Ordinances, to allow Master Development Plans to be submitted as an option without submitting a subdivision or large scale development and clarifying other requirements, conditional uses and development standards for Planned Zoning Districts;

13. **Planning Commission Appeal (TGI Friday's):** Resolution granting an appeal of the Planning Commission's Conditions of Approval regarding allowed signage for LSD 05-1468;
14. **U. S. Census:** Resolution approving a Memorandum of Understanding w/U.S. Census Bureau for purpose of conducting a Special Census for Fayetteville in amount of \$961,770.00 and approving budget adjustment;
15. **AR Soil & Water Bond Purchase Agmt:** Ordinance authorizing issuance and sale of not to exceed \$65,000,000.00 of a Sales & Use Tax Capital Improvement Bond, Series 2005, by City of Fayetteville for purpose of financing a portion of the costs of acquiring, constructing and equipping new Wastewater Treatment Facility and related sewerage improvements; providing for payment of principal of and interest on Service 2005 Bond; authorizing execution and delivery of Bond Purchase Agreement providing for sale of the Series 2005 Bond; authorizing execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto;
16. **C-2 Projects, LLC Contract:** Resolution approving construction contract w/C-2 Projects, LLC in amount of \$1,180,177.00 for Highway 62-Farmington Waterline Replacement Project; approving 12% contingency in amount of \$140,000.00 and approving budget adjustment in amount of \$678,585.00;
17. **McClelland Consulting Engineers Amendment #2:** Resolution approving contract Amendment #2 w/McClelland Consulting Engineers, Inc. in amount of \$56,867.00 for Highway 62-Farmington Waterline Replacement Project;
18. **VAC 05-1521:** Ordinance approving VAC 05-1521 submitted by Michael Ralston for property located at 3450 Natchez Trace vacating a portion of a utility easement as indicated on attached map and legal description;
19. **Associated Time & Parking Controls, Inc. Contract:** Resolution awarding bid and approving a contract w/Associated Time & Parking Controls, Inc. in amount of \$149,219.91 for parking access and revenue control equipment; approving project contingency in amount of \$20,534.85 and approving budget adjustment in amount of \$169,755.00.

"Northwest Arkansas' Most Widely Read Newspaper"

AFFIDAVIT OF PUBLICATION

I, Erin Emis, do solemnly swear that I am the 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
July 4, 2005

PO# _____

** Publication Charge: \$ 327.36

Subscribed and sworn to before me this

5 day of July, 2005.

Sharlene D. Williams

Notary Public

Sharlene D. Williams
Notary Public

My Commission Expires: _____

State of Arkansas
My Commission Expires
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CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
JULY 5, 2005

Fayetteville
ARKANSAS

A meeting of the Fayetteville City Council will be held on July 5, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

A. CONSENT:

- 1. ADEQ Grant New Holland Loader:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept a grant totaling \$37,661.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a LW130B New Holland Articulated Loader; and approving a budget adjustment to recognize the grant revenue.
- 2. Lightning Electric, Inc. Contract for T-Hanger Improvements:** A resolution awarding a contract to Lightning Electric, Inc. in the amount of \$120,300.00 to improve the electrical systems in T-Hangers "A" through "D" at the Fayetteville Municipal Airport, Drake Field; approving a project contingency of \$8,015.00; and approving a budget adjustment in the amount of \$126,315.00.
- 3. T-G Excavating, Inc. Contract - Farmington Sewer Rehab:** A resolution awarding a construction contract to T-G Excavating, Inc. in the amount of \$144,444.00 for the Farmington Sanitary Sewer System Manhole Rehabilitation; and approving a 10% project contingency in the amount of \$14,444.00.
- 4. Laureate Fields Subdivision Park Land Dedication:** A resolution rescinding resolution No. 136-04 and accepting the Parks and Recreation Advisory Board's revised recommendation to accept 5.064 acres of Land located on the future site of Park West at Audubon as the required Park Land Dedication for Laureate Fields Development.
- 5. Devonshire Manor Park Land Dedication:** A resolution accepting the Parks and Recreation Advisory Board's recommendation to accept approximately 2.48 acres of land and approximately \$13,135.00 cash in lieu of the required Park Land Dedication for Devonshire Manor Development.
- 6. Score Uniforms Contract for Soccer Uniforms:** A resolution awarding Bid #05-20 and approving the purchase of youth soccer uniforms from Score Uniforms in the amount of \$29,700.00.
- 7. Arkansas Automatic Sprinklers, Inc. Contract for Seven Hills Homeless Shelter:** A resolution approving a contract with Arkansas Automatic Sprinklers, Inc. in an amount not to exceed \$35,869.00 to install a sprinkler system at the Seven Hills Homeless Shelter.
- 8. Timberworks Contract - Rehabilitation of a CDBG Residence:** A resolution approving a contract in the amount of \$24,998.00 with Mike Castner D/B/A Timberworks for rehabilitation of a CDBG eligible residence; and approving a contingency in the amount of \$1,000.00.
- 9. Airport Snow Blower Sale to Abbotsford International Airport:** A resolution approving the sale of a used snow blower to the high bidder, City of Abbotsford, British Columbia, Canada in the amount of \$172,000.00.
- 10. Midland Construction, Inc. - Meadow Street Structure Improvements Project:** A resolution approving a contract with Midland Construction, Inc. in the amount of \$295,153.00 for the Meadow Street Parking Structure Improvements Project; approving a 15% Project Contingency in the amount of \$44,273.00; and approving a Budget Adjustments in the amount of \$132,803.00 for same.
- 11. Palmer & Son Construction, LLC Mowing & Clean-up Services:** A resolution awarding Bid #05-46 and approving a contract with Palmer & Son Construction, LLC in the amount of \$10,000.00 to provide mowing and clean-up services for City Code Compliance efforts.

B. UNFINISHED BUSINESS:

- 1. PZD Ordinance Amendment:** An ordinance amending Sections 166.06 Planned Zoning Districts (PZD), and Sections 161.25 (C), (D) and (E) Planned Zoning District, Title XV of The Unified Development Code, Fayetteville Code of Ordinances, to allow Master Development Plans to be submitted as an option without submitting a subdivision or large scale development and clarifying other requirements, conditional uses, and development standards planned zoning districts. This Ordinance was Left on the Second Reading at the June 21, 2005 City Council meeting.
- 2. Planning Commission Appeal (TGI FRIDAY'S):** A request to appeal the Planning Commission's decision to alter the sign package submitted by TGI Friday's. This item was tabled at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.
- 3. Planning Commission Appeal (Dixie Development):** An ordinance annexing that property described in ANX 05-1490 for approximately 24.35 acres located at the northeast corner of Mount Comfort Road and Hughmont Road and zoning such property R-A Residential Agricultural. This item was Left on the Second Reading at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.
- 4. RZN 05-1491 (Dixie Development):** An ordinance rezoning that property described in rezoning petition RZN 05-1491 for approximately 24.35 acres located at the northeast corner of Mount Comfort and Hughmont Road, from R-A, Residential-Agricultural to RSF-4, Residential Single Family, 4 units per acre. This item was Left on the Second Reading at the June 21, 2005 City Council meeting to the July 5, 2005 City Council meeting.

C. NEW BUSINESS:

- 1. United States Census Bureau:** A resolution approving a Memorandum of Understanding with the United States Census Bureau for the purpose of conducting a Special Census for Fayetteville, Arkansas in the amount of \$961,770.00; and approving a budget adjustment.
- 2. Arkansas Soil & Water Bond Purchase Agreement - Westside Plant:** An ordinance authorizing the issuance and sale of not to exceed \$65,000,000 of a Sales and Use Tax Capital Improvement Bond, Series 2005, by the City of Fayetteville, Arkansas for the purpose of financing a portion of the costs of acquiring, constructing and equipping a new wastewater treatment facility and related sewerage improvements; providing for the payment of the principal of and interest on the Series 2005 Bond; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2005 Bond; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.
- 3. C-2 Projects, LLC Contract - Highway 62 Farmington Waterline Replacement Project:** A resolution approving a construction contract with C-2 Projects, LLC in the amount of \$1,180,177.45 for the Highway 62-Farmington Waterline Replacement Project; approving a 12% Project Contingency in the amount of \$140,000.00; and approving a Budget Adjustment in the amount of \$678,585.00.
- 4. McClelland Consulting Engineers Amendment # 2 - Highway 62 Farmington Waterline Replacement Project:** A resolution approving a contract amendment No. 2 with McClelland Consulting Engineers, Inc. in the amount of \$56,867.00 for the Highway 62-Farmington Waterline Replacement Project.
- 5. ANX 05-1495 (Benton Development):** An ordinance annexing that property described in Annexation Petition ANX 05-1495 for property located at the southwest corner of Weir Road and Salem Road, containing 10.47 acres.
- 6. RZN 05-1502 (Benton Development):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1502 for approximately 10.47 acres located at the southwest corner of Weir Road and Salem Road from R-A, Residential Agricultural, to RSF-4, Residential Single-Family, 4 Units Per Acre.
- 7. RZN 05-1523 (Hartlerode):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1523 for approximately 0.25 acres located at 2826 South School Avenue from RSF-4, Residential Single-Family, 4 Units Per Acre to C-2, Thoroughfare Commercial.
- 8. VAC 05-1521 (Ralston):** An ordinance approving VAC 05-1521 submitted by Michael Ralston for property located at 3450 Natchez Trace vacating a portion of utility easement as indicated on the attached map and legal description.
- 9. Associated Time & Parking Controls, Inc. Contract:** A resolution awarding Bid #05-13 and approving a contract with Associated Time & Parking Controls, Inc. in the amount of \$149,219.91 for Parking Access and Revenue Control Equipment; approving a project contingency in the amount of \$20,534.85; and approving a budget adjustment in the amount of \$169,755.00.

D. INFORMATIONAL:

July 4, 2005 Holiday - City Offices will be Closed
Council Tour: None

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CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE