

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 19, 2005**

A meeting of the Fayetteville City Council will be held on July 19, 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 and July 5, 2005 City Council meeting minutes.**

APPROVED.

2. **McGoodwin, Williams and Yates, Inc. Contract Approval:** A resolution approving a contract with McGoodwin, Williams and Yates, Inc. in the amount of \$93,800.00 to provide professional engineering, surveying, bidding and construction observation services for the 24" Waterline Replacement Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 139-05.

3. **Parking Space Lease Agreement:** A resolution approving lease agreements for twenty six (26) parking spaces located in Fayetteville Municipal Parking Lot 1 located at 160 West Mountain Street for one (1) year with four (4) additional one-year renewal times.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 140-05.

4. **RJN Group, Inc. Contract Amendment:** A resolution approving an amendment to the contract with RJN Group, Inc. in the amount of \$165,031.00 for additional design and bidding services associated with Wastewater System Improvements Project (WSIP) WL-1, WL-3, and WL-4.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 141-05.

5. **WSIP EL-1 and EL-2 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$189,026.00 for the purchase of easements required for Wastewater System Improvement Projects (WSIP) EL-1 and EL-2; and approving a 10% contingency in the amount or \$18,900.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 142-05.

6. **WSIP WL-5 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$21,380.00 for the purchase of easements required for Wastewater System Improvement Project (WSIP) WL-5; and approving a 10% contingency in the amount of \$2,140.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 143-05.

7. **Jack Tyler Engineering Bid Award:** A resolution awarding Bid #05-50 to Jack Tyler Engineering of Arkansas, Inc. in an amount not to exceed \$13,350.17 to rebuild the Flight submersible pump at Lift Station No. 21; and approving a 10% Contingency in the amount of \$1,335.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 144-05.

8. **Approval of the Purchase of One Commercial Drop Box Vehicle and the Hiring of One Driver for Solid Waste:** A resolution authorizing the hiring of one (1) full-time employee (Driver) in the Solid Waste & Recycling Division; approving the purchase of one (1) commercial drop-box vehicle in the amount of \$141,800.00; and approving a budget adjustment in the amount of \$196,550.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 145-05.

9. **RJN, Inc. Design and Bidding Services Contract Amendment:** A resolution approving an amendment to the Design and Bidding Phase Services Contract with RJN Group, Inc. in the amount of \$1,659,090.00 for construction phase inspection, engineering and consulting services for the West Side Sewer Line Construction, Hamestring Lift Station Construction, and the Gregg Avenue Lift Station Rehabilitation Projects (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, and WL-7).

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 146-05.

B. UNFINISHED BUSINESS:

1. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*

THIS ITEM WAS TABLED TO THE AUGUST 2, 2005 CITY COUNCIL MEETING.

2. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*

THIS ITEM WAS TABLED TO THE AUGUST 2, 2005 CITY COUNCIL MEETING.

3. **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 at the July 5, 2005 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4720.

4. **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 at the July 5, 2005 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4721.

5. **RZN 05-1523 (Hartlerode):** Moved to New Business # 11.

SEE ITEM NO. 11 OF NEW BUSINESS.

C. NEW BUSINESS:

1. **Amend § 34.23 Purchases and Contracts Not In Excess of \$10,000.00:** An ordinance to Amend § 34.23 Purchases and Contracts Not in Excess of \$10,000.00 of the Code of Fayetteville.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4722.

2. **Amend § 34.25, City Owned Supplies, Equipment, Or Materials:** An ordinance amending § 34.25, of the Code of Fayetteville, regarding the sale of city -owned supplies, equipment, or materials.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4723.

3. **Amend Chapter 34, Internet Auctions:** An ordinance amending Chapter 34 of the Code of Fayetteville, to allow reverse internet auctions for the purchase of goods and services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4724.

4. **Water and Wastewater Maintenance Facility Furniture Purchase:** A resolution approving the purchase of 62 lockers and other furnishings for the new Water and Wastewater Maintenance Facility form MISSCO Contract Sales, LLC in the amount of \$207,626.67; and approving a Budget Adjustment in the amount of \$19,843.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION 147-05.

5. **Unified Development Ordinance Amendments; Outdoor Lighting:** An ordinance amending Title XV, Unified Development Code, City of Fayetteville Code of Ordinances, repealing certain sections regarding outdoor lighting installations.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4725.

6. **Planning Commission Appeal (HondaPro):** A request to appeal the Planning Commission's motion to deny rezoning request RZN 05-1524 rezoning Lots 14, 15 and 16 of the Parker's Plat of Valley View Acres from RSF-4, Residential Single Family, 4 Units Per Acre and R-O , Residential Office, to C-2, Thoroughfare Commercial.

THIS ITEM WAS TABLED TO THE AUGUST 2, 2005 CITY COUNCIL MEETING.

7. **Planning Commission Appeal (Rapido Rabbit Carwash):** A request to appeal the Planning Commission's motion to deny Administrative request ADM 05-1582 for Rapido Rabbit Carwash located south of Wedington Drive and west of Shiloh Drive.

THIS ITEM WAS TABLED TO THE AUGUST 2, 2005 CITY COUNCIL MEETING.

8. **Amend Chapter 161, Zoning Regulations, § 161.15 B.1 and § 161.15 B.2 :** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.15 B.1 & Section 161.15 B.2, of the Code of Fayetteville, to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use within the R-O, Residential Office Zoning District.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4726.

9. **Amend Chapter 161, Zoning Regulations § 161.17 B.1 and § 161.18 B.1:** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.17 B.1 & Section 161.18 B.1, of the Code of Fayetteville, to add Use Unit 25, Professional Offices as a permitted use, in the C-2, Thoroughfare Commercial and C-3, Central Commercial Zoning Districts.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4727.

10. **Amend Chapter 162, Use Units:** An ordinance amending Chapter 162, Use Units, Section 162.01 L.2, of the Code of Fayetteville, to add bail bonding agency to Use Unit 12: Offices, Studios, and Related Services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4728.

11. **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 at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4729.

12. **R-PZD 05-1463 (Oakbrooke):** An ordinance establishing a residential planned zoning district titled R-PZD 05-1463, Oakbrooke Phase I, located west of Ruppel Road and east of Bridgeport Subdivision, containing approximately 20.9 acres, amending the Official Zoning Map of the City of Fayetteville; and adopting the associated Residential Development Plan as approved by the Planning Commission.

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

- 13. RZN 05-1546 (Mathias):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1546 for approximately 1.20 acres located at the northwest corner of Highway 45 and Box Avenue from RSF-4, Residential Single Family, 4 Units Per Acre to R-O, Residential Office.

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

- 14. RZN 05-1564 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1564 (Mountain Ranch D,F,H,I,J) for approximately 193.66 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RSF-2, Residential Single Family, 2 Units Per Acre.

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

- 15. RZN 05-1563, RZN 05-1566 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1563 (Mountain Ranch C) and RZN 05-1566 (Mountain Ranch G) for approximately 97.71 acres located south of Persimmon Street and west of Shiloh Drive 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.

- 16. RZN 05-1562 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1562 (Mountain Ranch B) for approximately 19.04 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RMF-24, Residential Multi-Family, 24 Units Per Acre.

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

- 17. RZN 05-1561 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1561 (Mountain Ranch A-2) for approximately 27.01 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial.

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

- 18. RZN 05-1560 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1560 (Mountain Ranch A-1) for approximately 14.60 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-2, Thoroughfare Commercial.

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

- 19. Remediation Services Contract:** An ordinance waiving the requirements of formal competitive bidding and engaging Mid-America Environmental Solutions for the amount of \$70,000.00 to provide emergency environmental remediation services for a Ferrous

Chloride Discharge; approving a Budget Adjustment in the amount of \$70,000.00; and declaring an emergency.

PASSED WITH AN EMERGENCY CLAUSE AND SHALL BE RECORDED AS ORDINANCE NO. 4730.

- 20. Amend § 74.05 Soliciting From Public Roadway:** An ordinance to amend § 74.05 Soliciting from Public Roadways or Sidewalks Prohibited.

PASSED WITH AMENDMENTS AND AN EMERGENCY CLAUSE; AND SHALL BE RECORDED AS ORDINANCE NO. 4731.

D. INFORMATIONAL:

Council Tour: July 18, 2005 – 4:30 P.M.

MEETING ADJOURNED AT 9:15 P.M.

Meeting 9:15
Adjourned

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

Subject:	Consent				
Motion To:		PASS			
Motion By:		Jordan			
Seconded:		Reynolds			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

passed
Res.
139-05
to
146-05

Subject:	Planning Commission Appeal (Dixie Development)				
Motion To:		Table to next meeting			
Motion By:		Jordan			
Seconded:		Lucas			
B.1. Unfinished Tabled to August 2, 2005	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	Absent			
	Mayor Coody				

Subject:	RZN 05-1491 (Dixie Development)				
Motion To:		Table to next meeting			
Motion By:		Jordan			
Seconded:		Lucas			
B.2. Unfinished Tabled to August 2, 2005	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	Absent			
	Mayor Coody				

Subject:	ANX 05-1495 (Benton Development)			
Motion To:		3rd Read	Pass	
Motion By:		Ferrell		
Seconded:		Reynolds		
B.3. Unfinished <u>Passed</u> 5-0 4720	Rhoads	✓	absent during vote	
	Ferrell	✓	✓	
	Lucas	✓	✓	
	Jordan	✓	✓	
	Reynolds	✓	✓	
	Thiel	✓	✓	
	Cook	✓	N	
	Marr	absent	absent	
	Mayor Coody			

Subject:	RZN 05-1502 (Benton Development)			
Motion To:		3rd read	Pass	
Motion By:		Jordan		
Seconded:		Reynolds		
B.4, Unfinished <u>Passed</u> 6-0 4721	Rhoads	absent during the vote.	absent during the vote	
	Ferrell	✓	✓	
	Lucas	✓	✓	
	Jordan	✓	✓	
	Reynolds	✓	✓	
	Thiel	✓	✓	
	Cook	✓	✓	
	Marr	absent	absent	
	Mayor Coody			

Subject:	Amend 34.23 Purchases & Contracts				
Motion To:					
Motion By:		Jordan	Jordan		
Seconded:		Lucas	Lucas		
C. 1. New Business passed 6-0 4722	Rhoads	absent during ^{Vote}	absent during ^{the Vote}	absent during ^{Vote}	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	absent	absent	absent	
	Mayor Coody				

Subject:	Amend 34.25. City Owned Supplies, Equip.				
Motion To:		Amend to leave out City vehicles & heavy equip.	2nd read	3rd read	1
Motion By:		Reynolds	Jordan	Jordan	Pass
Seconded:		Jordan	Thiel	Reynolds	
C. 2. New Business 7-0 4723	Rhoads	✓	✓	✓	✓
	Ferrell	✓	✓	✓	✓
	Lucas	✓	✓	✓	✓
	Jordan	✓	✓	✓	✓
	Reynolds	✓	✓	✓	✓
	Thiel	✓	✓	✓	✓
	Cook	✓	✓	✓	✓
	Marr	absent	absent	absent	absent
	Mayor Coody				

Subject:	Amend Chapter 34, Internet Auctions				
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Ferrell	Reynolds		
C.3. New Business passed 7-0 4724	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	absent	absent	absent	
	Mayor Coody				

Subject:	Water & Wastewater Maintenance Facility Furniture				
Motion To:					
Motion By:		Cook			
Seconded:		Jordan			
C.4. Ordinance New Business 6-1 passed 147-05	Rhoads	✓			
	Ferrell	N			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

Subject:	UDO Amendment Outdoor Lighting				
Motion To:		2 nd read	3 rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Reynolds	Cook		
C.5- Defunct New Business 7-0 passed 4725	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	absent	absent	absent	
	Mayor Coody				

Subject:	Planning Commission Appeal (Honda Pro)				
Motion To:		Table next meeting			
Motion By:		Jordan			
Seconded:		Reynolds			
C.6. New Business Tabled to August 2, 2005	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

Subject:	Planning Commission Appeal (Rapido Rabbit Carwash)				
Motion To:		Table next meeting			
Motion By:		Jordan			
Seconded:		Reynolds			
C.7. New Business Tabled to August 2, 2005	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

7-0

Subject:	Amend Chapter 161 Zoning Regulation 161.15 B.1. & B.2.				
Motion To:		2nd read	3rd read	Pass	
Motion By:		Thiel	Cook		
Seconded:		Cook	Thiel		
C.8. New Business passed 7-0 4726	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	absent	absent	absent	
	Mayor Coody				

7-0

7-0

7-0

Subject:	Amend Chapter 161 Zoning Regulation 161.17 B.1.				
Motion To:		2nd read	3rd read	Pass	161.18 B.2.
Motion By:		Reynolds	Reynolds		
Seconded:		Ferrell	Thiel		
C.9. New Business <u>passed</u> 4727	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	absent	absent	absent	
	Mayor Coody				

7-0

7-0

7-0

Subject:	Amend Chapter 162, Use Units				
Motion To:		2nd read	3rd read	Pass	
Motion By:		Ferrell	Jordan		
Seconded:		Reynolds	Reynolds		
C.10. New Business <u>passed</u> 4728	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	absent absent	absent	absent	
	Mayor Coody				

7-0

7-0

7-0

Subject:	RZN-05-1523 (Hartlerode)				
Motion To:		amend to change from C-2 to R-D	2nd read		Pass
Motion By:		Thiel	Ferrell	Thiel	
Seconded:		Reynolds	Reynolds	Rhoads	
C. 11. New Business passed 4729	Rhoads	✓	✓	✓	✓
	Ferrell	✓	✓	✓	✓
	Lucas	✓	✓	✓	N
	Jordan	✓	✓	✓	✓
	Reynolds	✓	✓	✓	✓
	Thiel	✓	✓	✓	✓
	Cook	✓	✓	✓	✓
	Marr	absent	absent	absent	absent
	Mayor Coody				
		7-0	7-0	7-0	6-1

Subject:	R-PZO 05-1463 (Oakbrooke)				
Motion To:					
Motion By:					
Seconded:					
C. 12. New Business Left on the first Reading	Rhoads				
	Ferrell				
	Lucas				
	Jordan				
	Reynolds				
	Thiel				
	Cook				
	Marr	absent	absent	absent	absent
	Mayor Coody				

Subject:	RZN 05-1546 (Mathias)				
Motion To:		2nd read	3rd read		
Motion By:		Ferrell			
Seconded:		Thiel			
C. 13. New Business Left on the Second Reading	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent	absent	absent	absent
	Mayor Coody				

Subject:	RZN 05-1564 (Mountain Ranch)				
Motion To:		2nd read			
Motion By:		Jordan			
Seconded:		Lucas			
C. 14. New Business Left on the Second Reading	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent	absent	absent	absent
	Mayor Coody				

Subject:	RZN 05-1563 RZN 05-1566 Mountain Ranch				
Motion To:		2nd read			
Motion By:		Jordan			
Seconded:		Lucas			
C. 15. New Business Left on the Second Reading	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

Subject:	RZN 05-1562 (Mountain Ranch)				
Motion To:		2nd read			
Motion By:		Jordan			
Seconded:		Ferrell			
C. 16. New Business Left on the Second Reading	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

Subject:	RZN 05-1561 (Mountain Ranch)				
Motion To:		2nd reading			
Motion By:		Jordan			
Seconded:		Lucas			
C. 17, New Business Left on the Second Reading	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

Subject:	RZN 05-1560 (Mountain Ranch)				
Motion To:		2nd read			
Motion By:		Jordan			
Seconded:		Lucas			
C. 18, New Business Left on the Second Reading	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

Subject:	Remediation Services Contract				
Motion To:		2nd read	3rd read	Pass	Emergency Clause
Motion By:		Reynolds Inell	Jordan		Jordan
Seconded:		Lucas	Lucas		Reynolds
C.19. New Business passed with Emergency Clause 4730	Rhoads	✓	✓	✓	✓
	Ferrell	✓	✓	✓	✓
	Lucas	✓	✓	✓	✓
	Jordan	✓	✓	✓	✓
	Reynolds	✓	✓	✓	✓
	Thiel	✓	✓	✓	✓
	Cook	✓	✓	✓	✓
	Marr	absent	absent	absent	
	Mayor Coody				

Subject:	Amend 74.05 Soliciting from Public Roadway				
Motion To:		(add) Amend - (rain out clause)			
Motion By:		Thiel			
Seconded:		Reynolds			
C.20. New Business Amend 4731	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

Subject:	Amend 74.05 Soliciting from Public Roadways				
Motion To:		Amend to Change from 60 days to 30 days.			
Motion By:		Thiel			
Seconded:		Reynolds			
C.20. New Business 4731	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	absent			
	Mayor Coody				

Subject:	Amend 74.05 Soliciting from Public				
Motion To:		2nd read	3rd read	Pass	Roadways.
Motion By:		Thiel	Reynolds		Emergency Clause
Seconded:		Reynolds	Thiel		
C.20 New Business Passed 4731	Rhoads	✓	✓	N	✓
	Ferrell	✓	✓	✓	✓
	Lucas	✓	✓	N	✓
	Jordan	✓	✓	✓	✓
	Reynolds	✓	✓	✓	✓
	Thiel	✓	✓	✓	✓
	Cook	✓	✓	N	✓
	Marr	absent	absent	Mayor voted yes.	absent
	Mayor Coody				

Thiel
Reynolds

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

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
July 19, 2005**

A meeting of the Fayetteville City Council will be held on July 19, 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 and July 5, 2005 City Council meeting minutes.**
- 2. McGoodwin, Williams and Yates, Inc. Contract Approval:** A resolution approving a contract with McGoodwin, Williams and Yates, Inc. in the amount of \$93,800.00 to provide professional engineering, surveying, bidding and construction observation services for the 24" Waterline Replacement Project.
- 3. Parking Space Lease Agreement:** A resolution approving lease agreements for twenty six (26) parking spaces located in Fayetteville Municipal Parking Lot 1 located at 160 West Mountain Street for one (1) year with four (4) additional one-year renewal times.
- 4. RJN Group, Inc. Contract Amendment:** A resolution approving an amendment to the contract with RJN Group, Inc. in the amount of \$165,031.00 for additional design and bidding services associated with Wastewater System Improvements Project (WSIP) WL-1, WL-3, and WL-4.

5. **WSIP EL-1 and EL-2 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$189,026.00 for the purchase of easements required for Wastewater System Improvement Projects (WSIP) EL-1 and EL-2; and approving a 10% contingency in the amount of \$18,900.00.
6. **WSIP WL-5 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$21,380.00 for the purchase of easements required for Wastewater System Improvement Project (WSIP) WL-5; and approving a 10% contingency in the amount of \$2,140.00.
7. **Jack Tyler Engineering Bid Award:** A resolution awarding Bid #05-50 to Jack Tyler Engineering of Arkansas, Inc. in an amount not to exceed \$13,350.17 to rebuild the Flight submersible pump at Lift Station No. 21; and approving a 10% Contingency in the amount of \$1,335.00.
8. **Approval of the Purchase of One Commercial Drop Box Vehicle and the Hiring of One Driver for Solid Waste:** A resolution authorizing the hiring of one (1) full-time employee (Driver) in the Solid Waste & Recycling Division; approving the purchase of one (1) commercial drop-box vehicle in the amount of \$141,800.00; and approving a budget adjustment in the amount of \$196,550.00.
9. **RJN, Inc. Design and Bidding Services Contract Amendment:** A resolution approving an amendment to the Design and Bidding Phase Services Contract with RJN Group, Inc. in the amount of \$1,659,090.00 for construction phase inspection, engineering and consulting services for the West Side Sewer Line Construction, Hamstring Lift Station Construction, and the Gregg Avenue Lift Station Rehabilitation Projects (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, and WL-7).

B. UNFINISHED BUSINESS:

1. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*
2. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*

3. **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 at the July 5, 2005 City Council meeting.*
4. **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 at the July 5, 2005 City Council meeting.*
5. **RZN 05-1523 (Hartlerode):** Moved to New Business # 11.

C. NEW BUSINESS:

1. **Amend § 34.23 Purchases and Contracts Not In Excess of \$10,000.00:** An ordinance to Amend § 34.23 Purchases and Contracts Not in Excess of \$10,000.00 of the Code of Fayetteville.
2. **Amend § 34.25, City Owned Supplies, Equipment, Or Materials:** An ordinance amending § 34.25, of the Code of Fayetteville, regarding the sale of city –owned supplies, equipment, or materials.
3. **Amend Chapter 34, Internet Auctions:** An ordinance amending Chapter 34 of the Code of Fayetteville, to allow reverse internet auctions for the purchase of goods and services.
4. **Water and Wastewater Maintenance Facility Furniture Purchase:** A resolution approving the purchase of 62 lockers and other furnishings for the new Water and Wastewater Maintenance Facility form MISSCO Contract Sales, LLC in the amount of \$207,626.67; and approving a Budget Adjustment in the amount of \$19,843.00.
5. **Unified Development Ordinance Amendments; Outdoor Lighting:** An ordinance amending Title XV, Unified Development Code, City of Fayetteville Code of Ordinances, repealing certain sections regarding outdoor lighting installations.
6. **Planning Commission Appeal (HondaPro):** A request to appeal the Planning Commission's motion to deny rezoning request RZN 05-1524 rezoning Lots 14, 15 and 16 of the Parker's Plat of Valley View Acres from RSF-4, Residential Single Family, 4 Units Per Acre and R-O , Residential Office, to C-2, Thoroughfare Commercial.
7. **Planning Commission Appeal (Rapido Rabbit Carwash):** A request to appeal the Planning Commission's motion to deny Administrative request ADM 05-1582 for Rapido Rabbit Carwash located south of Wedington Drive and west of Shiloh Drive.

8. **Amend Chapter 161, Zoning Regulations, § 161.15 B.1 and § 161.15 B.2 :** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.15 B.1 & Section 161.15 B.2, of the Code of Fayetteville, to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use within the R-O, Residential Office Zoning District.
9. **Amend Chapter 161, Zoning Regulations § 161.17 B.1 and § 161.18 B.1:** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.17 B.1 & Section 161.18 B.1, of the Code of Fayetteville, to add Use Unit 25, Professional Offices as a permitted use, in the C-2, Thoroughfare Commercial and C-3, Central Commercial Zoning Districts.
10. **Amend Chapter 162, Use Units:** An ordinance amending Chapter 162, Use Units, Section 162.01 L.2, of the Code of Fayetteville, to add bail bonding agency to Use Unit 12: Offices, Studios, and Related Services.
11. **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 at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*
12. **R-PZD 05-1463 (Oakbrooke):** An ordinance establishing a residential planned zoning district titled R-PZD 05-1463, Oakbrooke Phase I, located west of Ruppel Road and east of Bridgeport Subdivision, containing approximately 20.9 acres, amending the Official Zoning Map of the City of Fayetteville; and adopting the associated Residential Development Plan as approved by the Planning Commission.
13. **RZN 05-1546 (Mathias):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1546 for approximately 1.20 acres located at the northwest corner of Highway 45 and Box Avenue from RSF-4, Residential Single Family, 4 Units Per Acre to R-O, Residential Office.
14. **RZN 05-1564 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1564 (Mountain Ranch D,F,H,I,J) for approximately 193.66 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RSF-2, Residential Single Family, 2 Units Per Acre.
15. **RZN 05-1563, RZN 05-1566 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1563 (Mountain Ranch C) and RZN 05-1566 (Mountain Ranch G) for approximately 97.71 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RSF-4, Residential Single Family 4 Units Per Acre.

- 16. RZN 05-1562 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1562 (Mountain Ranch B) for approximately 19.04 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RMF-24, Residential Multi-Family, 24 Units Per Acre.
- 17. RZN 05-1561 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1561 (Mountain Ranch A-2) for approximately 27.01 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial.
- 18. RZN 05-1560 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1560 (Mountain Ranch A-1) for approximately 14.60 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-2, Thoroughfare Commercial.
- 19. Remediation Services Contract:** An ordinance waiving the requirements of formal competitive bidding and engaging Mid-America Environmental Solutions for the amount of \$70,000.00 to provide emergency environmental remediation services for a Ferrous Chloride Discharge; approving a Budget Adjustment in the amount of \$70,000.00; and declaring an emergency.
- 20. Amend § 74.05 Soliciting From Public Roadway:** An ordinance to amend § 74.05 Soliciting from Public Roadways or Sidewalks Prohibited.

D. INFORMATIONAL:

Council Tour: July 18, 2005 – 4:30 P.M.

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

**City of Fayetteville Arkansas
City Council
Meeting Minutes
June 21, 2005**

A meeting of the Fayetteville City Council was held on June 21, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Coody called the meeting to order.

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

ABSENT: Alderman Reynolds, Marr and Lucas

Pledge of Allegiance

Alderman Cook moved to suspend the rules and add the Nominating Committee Report to the agenda. Alderman Ferrell seconded the motion. Upon roll call the motion passed 6-0. (Mayor Coody voted due to it taking 6 votes to suspend the rules.) Alderman Reynolds, Marr and Lucas were absent.

Alderman Cook gave the Nominating Committee Report. A copy of the report is attached.

Alderman Jordan moved to approve the Nominating Committee Report. Alderman Thiel seconded the motion. Upon roll call the motion passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

CONSENT:

Approval of the June 7, 2005 City Council meeting minutes.

Wilson Estes Contract for a Space Needs Study: A resolution approving a contract in the amount of \$48,625.00 with Wilson Estes Police Architects for a space needs study for future utilization of five (5) city owned buildings; approving a 5% contingency in the amount of \$2,431.00; and approving \$3,226.00 in reimbursable expenses.

Resolution 111-05 as Recorded in the Office of the City Clerk.

1 Nation Technology Contract for a Telecommunications System: A resolution awarding Bid #05-38 to 1 Nation Technology in the amount of \$14,479.60 for the purchase of a Norstar Telecommunications System for the new Water & Sewer Operations Center; and approving a contingency in the amount of \$1,328.40.

Resolution 112-05 as Recorded in the Office of the City Clerk.

2005 Justice Assistance Grant: A resolution to approve the application and accept an award of the 2005 Justice Assistance Grant in the amount of \$41,373.00 for the Fayetteville Police Department; \$26,175.00 for the Springdale Police Department and \$16,887.00 for the Washington County Sheriff's Department and to approve a budget adjustment for those amounts.

Resolution 113-05 as Recorded in the Office of the City Clerk.

New Holland Loader Purchase: A resolution approving the purchase of a Model LW130B New Holland Articulated Loader with attachments in the amount of \$120,255.00 from Williams Tractor, Inc. for use by the Solid Waste & Recycling Division; and approving a budget adjustment in the amount of \$37,661.00.

Resolution 114-05 as Recorded in the Office of the City Clerk.

Staffing for Adequate Fire & Emergency Response Grant: A resolution authorizing the Fayetteville Fire Department to apply for a Staffing for Adequate Fire and Emergency Response (Safer) Grant for \$1,800,000.00 to offset the cost of future staffing increases.

Resolution 115-05 as Recorded in the Office of the City Clerk.

Van Asche Boulevard Engineering Contract: A resolution awarding a contract in the amount of \$225,200.00 to Garver Engineers for engineering, surveying and bidding services for the Van Asche Boulevard Extension Project.

Resolution 116-05 as Recorded in the Office of the City Clerk.

Woolsey Aviation, DBA, Contract: A resolution approving a contract with Woolsey Aviation, d/b/a Million Air Fayetteville to provide aviation fueling and other services at the Fayetteville Municipal Airport; and approving a budget adjustment in the amount of \$24,000.00.

Resolution 117-05 as Recorded in the Office of the City Clerk.

Alderman Jordan moved to approve the Consent Agenda. Alderman Ferrell seconded the motion. Upon roll call the motion passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

UNFINISHED BUSINESS:

Adopt Chapter 176, Outdoor Lighting: An ordinance amending Title XV: Unified Development Code, of the Code of Fayetteville, to provide for the regulation of outdoor lighting installations. *This Ordinance was Left on the First Reading at the June 7, 2005 City Council meeting.*

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Jordan seconded the motion. Upon roll call the motion passed 6-0. (Mayor Coody voted due to it taking 6 votes to suspend the rules.) Alderman Reynolds, Marr and Lucas were absent.

Mr. Williams read the ordinance.

Tim Conklin, Planning and Program Development Director: At your agenda session, staff did hand out a revised exhibit B and a revised exhibit A. Staff is recommending you replace exhibit A and exhibit B in the ordinance. We changed the definition of shielding. The original definition talked about how light was being emitted from the fixture. The new definition talks about the design of the fixture being a fixture that has a 100% opaque top and sides and the location of the bulb or lamp inside the fixture is above the horizontal plane, the bottom of the fixture. That's the main difference in the definition. We removed all references to disabling glare that were talked about at the last City Council meeting. We clarified the landscape lighting to an incandescent light bulb of 150 watts or lower. We exempted street lights in the ordinance because there is an issue with utility companies and their ability to provide a type of fixture that would meet the current definition for shielding, without the developer having to maintain the electric lines, meter the electricity to those lights, and maintain the pole and fixture. Under state law, they're required to go to the Public Service Commission in January, 2006. We will wait until they have fixtures that comply with the state law and then bring something back before the City Council. There was a discussion with regard to sports field lighting and exempting that. Staff did write additional language and an ordinance that addresses sports field lighting. Basically, it will need to comply with IESA sports field lighting; it's a technical document on how to illuminate sports fields. It talks about trying to minimize light spill or trespass from sports field lighting on to adjacent residential property. We're trying to create an ordinance that's easy to administer in the city. We're trying to avoid having to purchase light meters and evaluate how bright the light is in different planes coming outside of the fixture. The new definition of shielding will solve 95% of the issues we have with improperly installed outdoor lighting.

John Nooncaster, a citizen: Under .04 B, there's a comment that says *showing the angle of light emission is part of the fixture requirements*. If we're not going to include above the 90 degree, is that something that should be required of the ordinance, to show the angle of light emission?

Tim Conklin: Since we are not going to be measuring the light emission or angle, it probably is not necessary in the current ordinances. We could strike the last part of that sentence, "showing the angle of light emission," in section three. We still need to get the photometric data from the manufacturer so we can tell what type of light fixture would be beneficial.

John Nooncaster: The Mayor also discussed some of the concerns he had about some fixtures around town that had sag lenses underneath the fixture. If you look under .05 B, it says that *the*

hood or shield shall mask the horizontal surface of the light source. Is that requiring a horizontal surface underneath the light source so therefore fixtures with sag lenses would not be permitted?

Tim Conklin: The intent of the definition of shielding talks only about the fixture and not about the actual lens, so if the bulb or lamp is within the fully opaque or shielded top and sides, you should have a sag lens.

Mayor Coody: We mentioned the Lander's lighting. I think that bulb is down in the sag of the lens, and that generates the glare problem there. Is that right?

Tim Conklin: That does generate a lot of the issues with the light shining up. However, the lenses will not project light directly down to the ground either. However, staff feels like if we have a fixture designed with a solid opaque top and sides and the bulb is up within that fixture that will solve most of the issues we have within this community.

John Nooncaster: I just wanted to bring it to the Council's attention that the sag lenses would still be able to be used under this ordinance. I appreciate staff's work on this.

Mayor Coody: Yes. Thanks for your input. You have been very helpful.

Virgil Neuroth, Fayetteville Chamber of Commerce: I want to again compliment the staff and the patience of the alderman with the number of years that have been put in to this ordinance. It's our belief that this is a very workable ordinance. It will, in the future, eliminate a lot of the issues that we've talked about being problems in the past. It will be workable with the public utility companies, with the city's lighting needs, and with the construction and developer's lighting needs. We support this with the changes and do not see any problem with the changes that have been added tonight.

Alderman Jordan moved to amend the ordinance. Alderman Thiel seconded the motion. Upon roll call the motion to amend passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

Alderman Jordan moved to suspend the rules and go to the third and final reading. Alderman Cook seconded the motion. Upon roll call the motion passed 6-0. (Mayor Coody voted due to it taking 6 votes to suspend the rules.) Alderman Reynolds, Marr and Lucas were absent.

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

Ordinance 4714 as Recorded in the Office of the City Clerk

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 First Reading at the June 7, 2005 City Council meeting.*

There was no quorum present to suspend the rules therefore City Attorney Kit Williams read the entire ordinance.

Mr. Williams read the entire ordinance.

Alderman Cook: I'd rather the entire Council to be here to vote on this. That's my only concern, because it is a major concern.

Mayor Coody: Yes, that's fine. I don't suspect it's going to be approved tonight.

Gregg House, Citizen: I'm in the development business here in Fayetteville, and I want to express my support for the ordinance as it's proposed. Primarily, because I think it will help us and encourage better development. We have to spend, in many cases, hundreds of thousands of dollars to have the drainage worked out and every bit of the project ready to get started before we even know if we can start. Under the plan, as I understand it be, we can come in with more of a concept plat and determine whether or not our idea and the density is acceptable, and if so, then we can go spend money to make it work. I think it will speed the process up, it will save us lots of money without having to risk it, and it will make us do better projects. Instead of just picking a project that's already been approved and making it like that, we can actually experiment and try to bring you something that's different without having to spend months and months and lots of dollars to get to that point. With respect with whether or not this should bypass the Planning Commission, I understand that at the last meeting there was some comment about how long that would have the developer in the process. I heard the comment that it was maybe three or three and a half weeks. It's been my experience in the majority of cases, and in ones I've witnessed, that that's if everything goes perfectly. In submitting our large scale plans to the Planning Commission, rather than having three times to have the City Council look at it, it's more like six times. I equate it to having a jury. You've gone through the process of having the Planning staff work out all the details and make sure you meet the requirements. If you don't, they don't recommend it and you're pretty much not going to make it anyway. If they do recommend it and they bring it to you and you all decide the more political issues, we only have to come before the jury maybe three times instead of six times. That will also speed up the process. Ultimately, I would encourage you to pass this regardless of how you feel about the Planning Commission's involvement.

Jeff Erf, a citizen: I have a few concerns about by passing the Planning Commission. What it's leaving out of the process is the opportunity to get advice from the Planning Commission. It appears that it's cutting out the number of public meetings where people have the opportunity to get information about the project and also to give public comment about that project. I think that's important, particularly when I think the intent of the PZD was to assure neighbors that what is proposed is actually what's going to be built. I think that the Planning Commission is a good resource and I think you should take advantage of them. I noticed some discretion is given to the administration as to how to interpret if there are any changes after the project goes through the process. I was wondering if I could get an example of how much discretion the Planning Division head would have on a project. Say for example, there's 1,000 units proposed it's approved and the developer wants to increase the density, could they increase it 20% or 10% without coming back to the City Council or the Planning Commission?

Mayor Coody: Ok, your first question is circumvention of the Planning Commission. Tim, do you want to explain the rationale on that?

Tim Conklin: The idea with regard to the master development plans coming straight to City Council came out of the Ordinance Review Committee. There was some discussion that these are more of a policy decision, and the members of the Ordinance Review Committee discussed whether or not these should come straight to the City Council and then the Planning Commission could take that policy decision on land use and as these projects will all require land development and/or subdivision approval that you would still go through the Planning Commission. That is what was discussed at the Ordinance Review Committee.

Mayor Coody: So essentially the concept would be approved by the City Council, but all the nuts and bolts get worked out by the Planning staff and Planning Commission?

Tim Conklin: The idea behind this Planned Zoning District amendment is to require all Planned Zoning Districts a master development plan and to standardize the submittal requirements for all PZD's. This is a third option. What the concern was on larger developments was the amount of preliminary engineering work that had to be done and so the request was to bring forward a conceptual type project and have the City Council review that. It's still fairly detailed, but it doesn't require all the preliminary engineering for the infrastructure that's below ground. It talks in more general detail. That was the discussion at the Ordinance Review Committee, and that was a change made by the Ordinance Review Committee.

Jeff Erf: I'd like to respond to what Tim said. My impression was that the planning review process would be done by staff, but that's not necessarily done in public. On major projects, I think it would be good to have things done in public and understand why decisions were made a certain way. That's one of my concerns. What you're saying is that it can bypass the Planning Commission and come right to the City Council, and if you approve a concept PZD, I'd like to know how much can the design change. Because the way it is now, the ordinance is the plan, and if they change anything, they have to come back pretty much within reason. I'm just wondering how much latitude they have, if for example, you have a housing unit approved, how many can be added by staff without having to come back?

Tim Conklin: The way the ordinance is structured you can adjust within your master development plan or concept, but you have to keep your units the same, so when you increase it in one planning area, on residential, say you have a 100 acre Planned Zoning District and 25 acres is single-family and 25 acres is multi-family and then you come through with a large scale development or subdivision and you want to adjust. There are ranges that need to be adjusted within each of those planning areas, and right now it talks about 20% or less. But, overall if you have to increase in one area, you have to decrease in another area, so the overall units will not go up. Not only on density, but it talks about lot size and building height, under minor modifications on page nine of the ordinance.

Jeff Erf: So you could move 200 of the units to the other side of the property without coming back or it could be in a wetland or it could be in an area set aside for a park?

Mayor Coody: I would think that the staff would not do things like that.

Tim Conklin: This is general concept and until the engineering is complete, it's going to be difficult to know the exact number of units. Even in our current preliminary plat process we

sometimes have changes even by final plat. Things do move around once you're out there under construction.

Alderman Thiel: This does go through the Planning Commission?

Tim Conklin: Yes, this would still go through the Planning Commission.

Jeff Erf: So the changes would still have to go through the Planning Commission?

Mayor Coody: Yes, absolutely. We would just approve the concept and then send it back to staff, and then it starts through the Planning Commission, Planning staff, public hearings and all of that process to get the final picture put together.

Tim Conklin: It would be a two step process. When it says minor modifications, it talks about changing the number of units or square footage in different areas. Now, that is administrative, but it still has to go through the public hearing process through Planning Commission. This does not allow, under this option, to not do all the engineering. It does not allow you to go out and actually construct the development. You still have to get development approval through Planning Commission.

Jeff Erf: Thank you. There is a time frame that when you get approval of a project you have to complete certain phases or meet certain requirements over a certain period of time and I'm not sure what the time frame is. I have the impression that it is sort of open-ended, that this ordinance kind of leaves it to the discretion of City staff to determine if the developer has one year to require all the proper permits or five years or ten years. I was just curious if it is an open-ended permit? Can someone get a project approved and then the final plat approval ten years later? I was just curious how this ordinance affected that.

Tim Conklin: Right now, there is not a set time period for it to be completed. We are currently working with developers on projects that are larger than any projects that we have built in this community before. At the same time we would like to see it master planned and look at the whole picture. They do need to have phasing beyond what we currently have in order to plan those developments. Some of those are five to ten year build outs. When we're talking about over 1,200 units in one development or potentially 800,000 square feet in another and residential on top of that, we're talking about very large developments that will take many years to build out. In 1994 we rezoned CMN and today we're seeing the restaurants and the commercial buildings being built out there and it is eleven years later. So, on large developments that are 100 to 300 acres, it's going to take five to ten years.

Jeff Erf: I had concerns about that just considering the amount of growth we're having and we may change design standards or something, and I assume that they would be grandfathered in. Thank you very much for your time.

Mayor Coody: Thanks, Jeff.

Bob Hill, Citizen: I don't know all of the details of the amendment you proposed, but in concept, I think it's a great idea. The PZD, in concept again, is a great way to go through the development process. I think there are a lot of people that haven't tried that avenue because of the risk that's incurred with all of the dollars that are spent up front. As Gregg House mentioned a little while ago, it can be tens of thousands or even hundreds of thousands of dollars, depending

on the size of the project. Conceptually, I think it's a fantastic idea to do this. Let the developer know whether or not the City Council approves of the zoning that he's looking for, then go back and work out the details with the Planning Commission, whether that's at their Subdivision Committee, Architectural Committee level, or Planning Commission, wherever that ends up. Let them know they have the zoning that they need before they spend all that money. Thank you.

Mayor Coody: I think it was the intent to try to do it this way, Bob.

Tracy Hoskins, Paradigm Development: What we're talking about here with this new PZD ordinance is for developers to be able to get zoning rights on the properties they are either in contract to purchase or they are on their way to developing. A lot of times, whenever we have a project, the folks that we're buying property from need to have a quick closing to sell their property and of course, developers and investors have a really hard time doing projects when they don't even know what their land use rights are. That's kind of what we're talking about here. Before you is a chart that we made in our office. As Tim referred to you a few weeks ago, the City does in fact have a forty day process. However, the forty day process is only to get you to Planning Commission level. At Planning Commission level, zonings still have to go to the City Council level, and after that there can be up to three readings at least two weeks apart. So under the current system, assuming everything goes just fine, the best we can hope for is a 96 day approval, assuming that it does go to all three readings of a City Council level. We've also done a chart under the new guidelines. We give the staff about three weeks to review everything before it hits the City Council. Then, if it goes through all three readings again, we've got a 47 day process, which that means that's a difference of about almost seven weeks. We will have three City Council meetings and that should be plenty of time for folks to comment. A lot of times through the system, the same folks come up and speak about things and they basically speak about the same thing at every level all the way through the system. Again, with this new ordinance, it's not like we're going to be able to go out and develop things the way that we want to. Everything has to come back through the channels again, all the way to Planning Commission to approve the nuts and bolts. Again, with the new PZD ordinance, what we're looking for is being able to get our zoning right to know what we can do with the property as quickly as possible. Thank you.

Alderman Thiel: I think I would question the way you calculated your difference here from how staff approached it.

Alderman Jordan: Tim, what is your opinion of the time frame here?

Tim Conklin: The difference between what Mr. Hoskins has presented to you and what staff presented to you at agenda session is that we as a City have to have the complete packet put together, staff recommendation reports, maps, everything to the City Clerk's office with a deadline. Right now, the Planning Commission gets a complete recommendation packet four days before their meeting. So, the difference is whether or not you as a Council want your information a few days before your Council meeting or the two and a half week process that you have right now where it goes through the Administration and the City Attorney's office. That would be a major internal change, and it would be a change on the amount of time you have to review your information. That's the difference in time. We backed ours up about two and a half weeks from the City Clerk's deadline to get things on the agenda. So, it's a fairly short process for us by first time we see the application, by the time staff is recommendation to City Council is two and a half weeks on a zoning issue.

Alderman Thiel: You're counting the staff review on both of these. That's going to be true either way we do it, there's going to be staff review. You've added that into your time here.

Tim Conklin: Yes, because right now the current process they submit, staff has the ability to review through technical plat review, subdivision committee, and has additional time to make those recommendations and meet with fire employees and the other departments. Under this process, I think we'd be making a mistake if we just took an application in, put in on your agenda, and not have a thorough review. I think we'd have very long City Council meetings, and that's something I would not recommend. So we still need adequate time to review, and that is the main difference.

Alderman Jordan: So what you're saying is that we would basically be doing the review that normally you or staff would do?

Tim Conklin: Not necessarily. The question is how soon you want your information. And if you want it like you are currently getting your information with you agenda request deadlines, then we have to back up about two and a half weeks in the current process. Planning Commission doesn't have a recommendation from staff until four days before the Planning Commission has a meeting. That's the main difference.

Alderman Jordan: Thank you.

Alderman Thiel: I'm on the Ordinance Review Committee and we did look at this as being a time saving for the developers and something to consider, but the more I've looked at this and looking at the potential time savings, my concern is that if it does go before the Planning Commission, there's a good likelihood that it will go through in two readings, two separate readings in the City Council, which would end up being the same as if it didn't go before the Planning Commission and it took three full readings. If it didn't go before the Planning Commission, we definitely would keep on three full readings. So there you've got a push on your two weeks, and the more I've really thought about this and discussed it with staff and Planning Commissioners, I feel like the more these things do get out ironed before the Planning Commission that would ultimately save you time. Because if that happened on the Council level, we would just have to table it until some of these changes had been made or some more discussion had happened between the developers and the Planning staff. So I'm really kind of concerned that it might actually take more time or the same amount of time as going ahead and letting the Planning Commission review this. I'm certainly in favor of everything else about the PZD ordinance. This is the only aspect that does concern me is the idea of now not taking it to Planning Commission. I'm a little concerned that there's not going to be that much advantage to the developers. And, I think it might be a disservice to the public, because I think they do get an opportunity to get a little more advanced notices about developments in their area through the Planning Commission meetings. So I think we ought to leave it. I don't like the idea of bypassing the Planning Commission.

Mayor Coody: The question that I have, Tim, it seems to me that the reason this is being brought forward like this is that in the review process, before it would come to the City Council. If this is approved the staff and the developer will work out all the details and the staff would be comfortable making a recommendation for the PZD before it ever gets to the Council. You would still use the same standards and ideals that we strive for today before it would ever come to us, is that right?

Tim Conklin: Yes. That is something that Jeremy and I have been talking about too, our ability to meet to address those issues, have them addressed and resubmitted back to us in the time frame. I can tell you that most of the developers out there now are meeting with us well in advance of submittal. They're doing a tremendous job and we're trying really hard to make sure they understand what the requirements are. I guess an argument for it would be that we are doing a lot of work up front, ahead of time at Ward meetings. The concern I still have is not all of them do that. It's still going to be a challenge to work things out. Right now, we are working things out with them ahead of time.

Mayor Coody: So you continue to work things out with them ahead of time before it would come to the City Council. At this point, the City Council would look at what the staff recommends, after working things out for the development. If the City Council liked what they saw, they would bless it basically and then it would go through the Subdivision Committee, Architectural Review Committee, Planning Commission, you get all the details work out, still all within the public realm. Then, the developer would know upfront that this will probably work for them, instead of having them go through the staff time, Planning Commission time, having all that investment in engineering, all the surveying work and all that, and then come to us and have us say we don't like the idea. That's keeping people from using the PZD process, from what I understand, yet we want the PZD process to work because it's better for the City. Is that roughly accurate?

Tim Conklin: That is correct. In my opinion, there are projects that would have been very difficult to build in this community without this current process. So I think it's been beneficial. The biggest issue is trying to make sure the public is aware of what we are doing and when these meetings are occurring. My fear is that we would have a lot of Planning Commission type issues being discussed at City Council and you will have very long Council meetings.

Mayor Coody: That would be our concern as well.

Tim Conklin: That is my biggest concern. We work really hard to try to work these things out in the process. There maybe a way to possibly have a different deadline for submittal, even if it goes to Planning Commission, since they're not going to Technical Plat Review and Subdivision Committee. Maybe on the front end we can look at how we can reduce the time prior to Planning Commission as a compromise to try to shorten the time period if you choose to go to Planning Commission. If it's not going to be the development review process, maybe we can look at how we can reduce that time on Technical Plat Review and Subdivision Committee.

Mayor Coody: From what I understand, time is just half the equation. The other half of the equation as far as the development community is concerned, is the idea that they won't have to spend a bunch of money on engineering and design only to have it get turned down or radically modified at the end causing them to start over.

Tim Conklin: The goal of this amendment is to create more of a conceptual, generalized plan for development where you don't have to go out, hire a civil engineer, and do all the detailed engineering work. All master development plans will be required to submit this type of master development plan. Then they would have the option if they want their development rights or development approval concurrently.

Alderman Thiel: I think we all agree that that's why we're looking at this, because they won't have to go through all the engineering and all of that expense up front. They will come with a

conceptual design, we understand that part. The discussion though, I thought, was whether or not it goes before the Planning Commission or the City Council. I'm in full agreement with allowing them to come with a conceptual plan. It's whether they give it to the Planning Commission or us. Tim pointed out they may shorten some of the preliminary things they have to do now so that they get to the Planning Commission sooner. That's the only step I would want to see amended in this, that we go ahead and let the original concept go through the Planning Commission. I think it would shorten it on our end to the point that it would probably save the developers about as much time.

Mayor Coody: Their advantage is not having it come here first, I do agree with that.

Alderman Thiel: As far as the idea of them not having to go through all the engineering and everything, that's in the ordinance and I agree with that.

Alderman Ferrell: All of the things the Planning Commission approves, rezoning, annexations, etc, they come to us and the ones that aren't approved often come to us in an appeal. So at the end of the day we're going to be approving or rejecting a lot of these things anyway. I like the fact of saving time and money up front. Rob Sharp, an architect, said, "I am strongly in support of proposed changes to me it is clearly in the interest of the City of Fayetteville to have a consistent, clear policy in place that invites developers to bring forth projects that are imaginative, unique, and willing to be judged on our own merits."

Mayor Coody: Yes, we all got that letter. That was a good letter.

Ben Israel, Dixie Development: I'm not sure how much we've really looked at what we're trying to get accomplished. A developer just wants to get it done quicker so they can get the interest rate stopped. If we can cut weeks off the process, if you ask any developer in town how long it takes to build a 3,000 square foot house, he would tell you five to six months. But if you put enough people on the job, you can get it done in 7 days; they did in Alma this past week. I think the City staff is understaffed. There are not enough people to review plans. Plans sit on a desk much, much longer than they should. The comments have already been made, and I appreciate the comments that are made from those who have opposition to certain developments and I think it has enough public comment. I think the problem we run into in this city, and you're not the only one, is that it sits on somebody's desk and is not processed because there is not adequate personnel. If a \$500,000 per month restaurant comes on board two months earlier than it would have otherwise come on board, what would that do for the City coffers? What would it do for the sales tax, the school system and the property tax? I'm for anything that cuts the time. I'm not for cutting out public comment or the review process. I am for cutting out the time the plan sets on somebody's desk and doesn't get looked at. I've encouraged you and others to think about raising your fees to us. Give us a higher price and hire more good people, because I lose more money than it cost me by having to wait that extra month and you lose more money by that revenue from sales tax not coming online faster. City staff is doing a great job with what they have. It's not a matter of us being upset; it's a matter getting the economic value for what we have. If you could take what you would gain in sales tax revenue and property tax and what the developer would gain in lost interest cost, it's a tremendous win-win situation for everyone. I would encourage you to do anything you can to cut time off for those reasons.

Mayor Coody: Actually, we are on the same page. I appreciate you coming in to visit the other day to discuss this. We are trying the best we can to hire more people, but they just aren't applying, even though we pay very well.

Ben Israel: I just want you to look at it as if it can save time; it's worth while to put in place. I think there are other ways to save time. It's not the time it takes to get through the City; it's the time it takes to get to the top of the stack. It sits on the bottom of the stack for way too long. Thank you.

Mayor Coody: Yes. Ben, thank you again. The developers' meeting we had with the 80 engineering and developing about a month and a half or two months ago echoed your sentiment. It would be financially worth it to you developers to pay a little bit more so we could get your jobs through the process faster. We all agree with that and we're going to do everything we can to make that happen. Not that we want to cut quality or requirements, but we just want to cut the slowness of it.

Steve Mansfield, Mansfield Property Management: I just wanted to express our support for the ordinance as it is written. We all believe that public comment is a very good thing. It's one of the things that makes this city unique and a very good place to live. I believe we have more than adequate public comment the way the public process is structured. I think that for those of us that are trying to do things a little bit different you folks on the Council as well as staff have really done a good job in trying to head us in the right way. The enlightened developers spend time in Neighborhood Association meetings and Ward meetings and try to work out a lot of the issues that used to come to the City Council. Through this process and through this new proposed PZD ordinance I think it is incumbent upon all of us to try to go through that process before hand. We need to make sure that the citizens to whom many of these developments might have an impact on are aware of the issues and limit the amount of time that might be spent here expressing comments they may have regarding a project. We as developers want to have the public support our projects. I think as it is currently stands there is more than adequate opportunity to do that, again through Ward meetings and Neighborhood Association meetings before coming here. Thank you.

Mayor Coody: I think that if I were a developer and I had to have all the engineering work done and then come into the process, and the City staff or Planning Commission wanted to make some changes, then I would have dug in his heels saying, I've already spent \$50,000 on this design and now you're wanting me to go back and change it. There would be a lot more flexibility if that money hadn't already been spent and it would be easier to come up with a better design and a better project.

Alderman Cook requested to leave the Ordinance on the Second Reading.

This Ordinance was Left on the Second Reading

NEW BUSINESS:

Street Overlay Program Funding: A resolution to approve a budget adjustment of \$400,000.00 to increase funding for the Street Overlay Program.

Mayor Coody: I certainly support this. I bet everybody up here does and I know the community sure does. I want to commend our staff and employees for the obvious increase in productivity with our overlay program, sidewalks, curb, and gutter. We've been hitting it out of the park as far as getting work done out there and the community is really starting to see the difference.

Alderman Cook: I know we're trying to play catch-up right now with our street program. Are we going to try to keep this aggressive schedule? I saw those guys working and they bust their tails, and at some point they're going to reach the point where they can't do anymore. They do a great job and I definitely appreciate that. At what point do we say we can't do any more overlay?

Mayor Coody: When we get the last street overlaid that we need to.

Alderman Cook: I agree with our program. We're trying to catch up on the maintenance and we have a system in place where we can maintain the streets. I think that's a good thing. I understand we're trying to catch up.

Mayor Coody: Basically, we're on the 17 year cycle. I think that this year is the first year we've set a goal for ourselves to get to where every 17 years, we're back to where we started with the overlaying again. After 17 or 20 years the deterioration happens pretty rapidly. I think this year we have hit the 17 year cycle mark, so we have hit where we want to be. I think that this is basically going to keep us there. The crew is really doing a good job. I'm really optimistic that this will continue to improve.

Alderman Jordan moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the motion passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

Resolution 118-05 as Recorded in the Office of the City Clerk.

User Fee Policy: A resolution adopting a User Fee Cost Recovery Policy for City Services.

Alderman Thiel: I think it's interesting that we've already had a comment in support of this. I was on the Ordinance Review Committee and this is basically their recommendation and it was submitted to the full City Council for their adoption.

Steve Davis, Finance/Internal Service Director: As we did our cost accounting for the various user fees we noticed that when we combine building permit fees and development fees we recovered 100% of the cost for the Engineering and Building Safety Divisions. The builders and developers are, for the most part, separate groups. As our Planning staff presented at the annexation meeting, an average subdivision builds out in a little over six years. So it would take you six years to recover the cost from a plat going through, if you relied on building permits in the committee. Ordinance Review Committee wanted to split those so the development fees paid for the development processing, the plans and the plats and there would be a corresponding reduction in building permit fees so that we would still break even in terms of cost between the two cost centers, Planning and Engineering Development and building permit fee areas.

Alderman Thiel: In other words, the building fees are a little high and the Planning and Engineering are under?

Steve Davis: That's correct.

Alderman Thiel: So that would get more money into the Engineering and Planning office.

Steve Davis: That's correct.

Alderman Thiel: Which is where we need it so we don't have all those plans stacked up?

Steve Davis: Yes. The full cost on a large scale development, non-residential plat is \$3,696. But, the policy says that we intend to recover full cost subject to an adjustment for consumer price index, and then you can recover an additional 10% above that. So if this policy were to be adopted and the user fee for a large scale development plat were to be adjusted according to the policy, the 2006 cost for a large scale development plat would move from \$800 to \$1,400. It would take several years to catch up to the \$3,600. As we increase those development fees, the building permit fee would come down a corresponding amount.

Alderman Jordan: Do you have an idea how much more staff we could hire in Planning and Engineering by adopting this policy? Was there any kind of study done on that?

Steve Davis: No. We will begin looking at those types of questions probably in the next 30 days.

Alderman Jordan: You are going to have that information available to us though?

Steve Davis: When we start the budget process, we'll be looking at that. We're going to start that somewhere toward the end of July.

Alderman Thiel: Since two of the Ordinance Review Committee members are absent, I wouldn't want to pass this tonight.

Kit Williams, City Attorney: You would have to table it then.

Alderman Thiel: I would really like to since two of the Ordinance Review Committee members are not here.

Mayor Coody: Do you think they would be opposed to it?

Alderman Thiel: I think they're supportive of it. Ok, let's go for it.

Jeff Erf, a Citizen: If the policies are adopted is there any estimate as to how much additional revenue would be collected by the City?

Steve Davis: Not until the policy is adopted.

Jeff Erf: Do you think it will be more?

Steve Davis: Yes.

Jeff Erf: You've talked about reducing some fees. To reiterate what Mr. Israel said, raise the fees and hire more staff. I think that's an excellent suggestion. Also, the user fee schedule that we have now, is that something that City Council will approve or does the staff set the rates based on the policies?

Steve Davis: There will be individual ordinances brought forward addressing each fee area. So it's a City Council approved item.

Kit Williams: A lot of this is in the Unified Development Code. There's a chapter on fees that the City Council must approve.

Jeff Erf: Thank you very much.

Alderman Thiel moved to approve the resolution. Alderman Cook seconded the motion. Upon roll call the motion passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

Resolution 119-05 as Recorded in the Office of the City Clerk.

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.

Mayor Coody: We had a telephone meeting with their folks today, and we've asked them to look at another alternative. They are and they've asked us to table this until the next City Council meeting.

Alderman Cook moved to table the appeal until the July 5, 2005 City Council meeting. Alderman Jordan seconded the motion. Upon roll call the motion passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

This appeal was tabled until the July 5, 2005 City Council meeting.

Planning Commission Appeal (Dixie Development): A request to appeal the Planning Commission's motion to deny the requested annexation for Dixie Development, a 24.35 acre tract located north of Mount Comfort Road and east of Hughmount Road.

Jeremy Pate, Director of Current Planning gave a brief presentation of the property. The Planning Commission voted on May 23, 2005 to deny requests to annex this subject property into the City of Fayetteville. The primary and really only reason the staff recommended against this annexation request is because of the policy directive number one, to not create islands within the City of Fayetteville. This particular request would have created an approximately three acre island, entirely surrounded by the Fayetteville City limits.

Jeremy discussed the General Plan and annexation policy and efforts to comply with such. Creating islands is typically against that policy. The vote was 5-4 to deny this annexation request. I believe the only issue with that was the creation of an island.

Kit Williams read the drafted ordinance.

Alderman Jordan: What I would like to do is to suspend the rules and go the second reading and then hold it there until Shirley is back in two weeks.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed 6-0. (Mayor Coody voted

due to it taking 6 votes to suspend the rules.) Alderman Reynolds, Marr and Lucas were absent.

Mr. Williams read the ordinance.

Pam Jones, Dixie Development: We appreciate the opportunity to let you know a little bit about this project. We have made every effort with the owner of the three acres, she is not opposed to our project, and she understands exactly what we're going to do. Our principle broker has gone out to her home many times to show her what our project is. I think it's just a real personal thing. I think she is recently widowed and she's just not ready to move or sell her property, which we understand and respect that. We didn't want to pressure her. However, we did offer her a very generous amount for her property but she just wasn't ready, therefore an island would be created. I think it would be very unfortunate for the City of Fayetteville if you deny it, because we own the property and we would have to develop it and we would have to look at alternative ways, which means septic tanks or some kind of onsite type of facility. I think it would be in the best interest of the public health and welfare. We're right there and we could tap into the City sewer. I respect City policies, I understand their intentions, I think however, that sometimes exceptions need to be made. I would ask you to please consider this particular time, to make that exception.

Alderman Thiel: Where would you get your water from?

Steve Clark: There are currently existing water lines that are along Mount Comfort Road, and we would tie into those and make a connection between Mount Comfort and Hughmount Road.

Alderman Thiel: So you would basically pay for solid waste and City water. You would do that regardless of whether you were annexed?

Steve Clark: Correct.

Alderman Thiel: The City would have to service you. It is my understanding that when the City does water they also do solid waste.

Kit Williams: If you are within the City limits.

Mayor Coody: Yes. We provide water all the way out to Goshen but not solid waste.

Alderman Thiel: Ok.

Mayor Coody: Tim showed me this development and this has already been approved at the County Court. How far is this subdivision from this annexation property?

Jeremy Pate: I would venture to say less than half a mile, maybe two quarters of a mile.

Mayor Coody: I want to show this to the Council. This confirms what we've been concerned about, this will be on one of the step systems that are so popular outside of town and the flood plane here is being used for the treatment area where they'll spray the effluent and it's going to be going right into whatever little creek this is. That scares me to death. Frankly, if we see a lot of these begin to pop around the county, this is going to be a real problem.

Alderman Thiel: A friend of mine lives right by this property and is very concerned about it coming in.

Mayor Coody: I can see why.

This Ordinance was Left on the Second Reading.

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.

Mr. Williams read the ordinance.

Jeremy Pate: The Planning Commission voted after the annexation, at the advice of the City Attorney to go ahead and recommend either for or against this rezoning, so that if the annexation were appealed, which we anticipate it would be, that it could come forward as well to the City Council. The request is to rezone the property to RSF-4. A unanimous recommendation from the Planning Commission did come before the City Council should the proceeding annexation be approved.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Jordan seconded the motion. Upon roll call the motion passed 6-0. (Mayor Coody voted due to it taking 6 votes to suspend the rules.) Alderman Reynolds, Marr and Lucas were absent.

Mr. Williams read the ordinance.

Alderman Thiel: We were looking at our annexation costs at the meeting last week and Water and Sewer capital cost is pretty much covered with our impact fees, but the Fire and Police are not. The net physical impact to Operations was alright at this point. How soon would we need to pass fire and police impact fees in order to recover those on this project?

Kit Williams: The fire, police and road impact fees are all covered under the new statute and the new statute has a later collection time than our water and sewer impact fees. Which are generally more likely to be paid at the time of connection, as opposed to at the time of the close on the property by the individual home owner or the certificate of occupancy. It kind of depends on how fast they build out. You would have to ask the developer how fast they might build out. But, it's not going to be paid by the developer. Under the new law, it's going to be paid by the homeowner.

Alderman Thiel: Directly by the home owner, not the builder?

Kit Williams: The home owner most likely is going to be the one that will be paying it.

This Ordinance was Left on the Second Reading.

Ozarks Electric Cooperative Corp. Line Relocation: A resolution authorizing the payment of \$300,000.00 to Ozarks Electric Cooperative Corp. for the cost of relocating electrical lines associated with the Broyles Road Improvements at the Westside Wastewater Treatment Plant.

Bob Davis, Water and Wastewater Director: This is a relocate that is required because we're realigning Broyles Road. The reason that it's less expensive to go ahead and relocate the lines rather than trying to redesign Broyles Road is because it's required to reconstruct the plant the way we've got it designed. We started advertising at the Wastewater Treatment Plant yesterday.

Mayor Coody: Very good.

Alderman Cook: I'm all frustrated about the prices Ozark Electric gave us, because I know we've been talking with them about that for awhile. That price went up immensely in that period of time, but it is what it is at this point in time I guess.

Bob Davis: Yes.

Mayor Coody: What was the original cost on this?

Bob Davis: \$80,000 to \$120,000 was the original estimate.

Mayor Coody: And how long ago was that estimate?

Bob Davis: I believe it was in 2004.

Mayor Coody: Last year?

Bob Davis: I believe so. I've requested a justification for the increase and received it. I believe that was in your packets. I know I've given it to the Water and Sewer Committee.

Robert Erickson, Ozarks Electric: I also have a packet of the cost breakdown if you need one, if you want to look at that right now too.

Mayor Coody: So the original estimate was just way off?

Robert Erickson: Yes, I would pretty much say that it was off a little bit. It was kind of a guess when this stuff was getting started. When Bob came to talk to us we actually had a consulting firm come in and justify the cost and tell us what they thought it would cost and that's what I provided to him. It was a bit more than we originally expected.

Mayor Coody: But if we're lucky and it costs less than this, then we won't pay the full \$300,000? Is that right because this is just an estimate as well?

Robert Erickson: That is correct. We also had a proposal to determine if there's any interest in selling some of the acreage near the sewer plant in your buffer area where we might locate a substation. That could offset the cost of this also. It's just something we proposed and we haven't heard back on that yet.

Mayor Coody: Yes, we may be interested in visiting with you. It's going to be a very expensive piece of land.

Bob Davis: The Water and Sewer Committee has been talking about that, it's a topic we've been discussing.

Alderman Cook: We discussed it.

Mayor Coody: So will you make a report on that?

Alderman Cook: Yes. Did the scope of the work change from that first estimate of \$80,000 to \$100,000?

Robert Erickson: A little bit, but not enough to justify the cost. Originally, the best that I can understand, the original cost is just kind of a rule of thumb looking at work that had gone on for the last 10 or 15 years. Steel has doubled in the last few years. I think on the corner of Persimmon, we have modified poles there since that original bid. We will have an additional pole right on the other side of Persimmon. That will add substantial costs to this job. The most expensive things we are doing are the angle structures, and it may need to be a double dead end structure. I can give you some specifications on that if you want to see them, but it's on the price break down, if we avoid that it will knock down a lot of the cost.

Mayor Coody: Will you continue to work with our staff to see if there are ways we can save some on this.

Robert Erickson: Of course. Anytime.

Bob Davis: We've discussed the fact that all the invoices will have to be completely justified.

Mayor Coody: If there's any kind of design modification we can do that can save us some money too and eliminate something.

Alderman Cook: In Water and Sewer, we did discuss the land transaction and we were agreeable with that.

Alderman Jordan: I hope we don't have too many more of these guesstimates. We're talking a \$220,000 increase in a year. That's a lot.

Mayor Coody: Yeah.

Alderman Jordan: So I think we need to be real accurate. When these people give you these prices, we need to think about it.

Bob Davis: I understand. The first estimate was provided at least a year or so before I ever showed up. I understand your frustration. I think that there are probably two problems. The first estimate was probably old numbers, old unit costs and probably it was an expedited estimate.

Alderman Jordan: OK. I just want to know how many more of these there will be.

Mayor Coody: We're not crazy about it either, but some of these things are out of the staff's control.

Bob Davis: We've looked at all the options on that and how to not do this and there just really isn't a way right now without going back through some of the permitting process and with a lot of redesign. So, we are pretty much stuck with this particular deal.

Alderman Ferrell: Are we not going to look at a swap on this? Is that what we're saying?

Mayor Coody: Oh no, they're going to.

Bob Davis: No, we're going to. That's kind of a different issue. We're going to have to come up with a price and I think that at the Water and Sewer Committee meeting, everybody there was in agreement that it was a good idea to move forward with that. But, I don't think there was agreement on how much the property was worth.

Alderman Cook: Yes.

Mayor Coody: We will move forward with it and see if we can't trim a substantial amount of money off of it.

Bob Davis: Right.

Alderman Cook moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the motion passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

Resolution 120-05 as Recorded in the Office of the City Clerk.

McGoodwin Williams & Yates Contract Amendment: A resolution approving Amendment No. 1 to the Professional Engineering Services Contract with McGoodwin, Williams and Yates, Inc. in the amount of \$4,680,637.00 to provide construction phase services associated with the Westside Wastewater Treatment Plant, Broyles Road Improvements and the Wetland Mitigation Project.

Bob Davis: This is an amendment to the existing design, bid contract. It covers construction phase services for construction of the Westside Wastewater Treatment Plant. It includes post construction services which last a year after final completion of the plant. It also includes all of the Arkansas Soil and Water Conservation Commission time that will be built into this project because we are borrowing money through Soil and Water.

Alderman Cook: We've lessened the accountability to the accounting firms. As we discussed in Water and Sewer Committee, where does the buck stop. Bob stepped up and said that it stops at his desk. I'm concerned as we go through this project that we're going to have an issue somewhere down the road with one of these engineering firms. We may not, hopefully everything will go smooth, I certainly hope so. I want people to understand that the citizens' interest is covered in these contracts.

Bob Davis: The contracts have been standardized. The four primary consultants for the WSIP, those contracts are standardized. I believe they've been reviewed by the City, so the change will be in the spread sheets that are attached, which are the lists of tasks, the number of hours, and cost for those hours. I think as far as accountability goes, the City, me, and my staff are going to

have to be vigilant to make sure we have detailed enough invoices that we can account for the hours that we're being charged for. These are not to exceed numbers based on the numbers that are in here so we only pay for the number of hours that are used.

Alderman Cook: It's not just the money alone, that is an issue, but I'm concerned about the product we get down the road. I understand we have to have consultants because we don't have the staff for this size of project and we need that.

Bob Davis: We have to have consultants for a number of reasons. All of these projects that we're borrowing money through the revolving loan fund, Soil and Water has pretty much mandated to the City that we will continue with the same consultants in the construction phase as we've had in the design bidding phase. It would be a major delay if we decided to change right now. That's the sad fact.

Alderman Ferrell: This did come through Water and Sewer and we recommended it and I would say that we've had some pretty straight on conversations with Bob. There are some things in here that you just can't scrutinize quickly, look at it and tell. We have to be good judges and we have to have people like him which I have a lot of confidence in. Certainly this company that has been here for 30 or 40 years and who has done a lot of work speaks for itself. I certainly have confidence in Bob's due diligence on this project also.

Alderman Jordan: Kit, have you looked over the contracts?

Kit Williams, City Attorney: Yes, and these have been standardized over a number of years. I worked with Gregg Boettcher to try to make sure the contracts had the kind of provisions in there that we wanted. But, no contract will guarantee perfect success. The engineers that we're making this large agreement with they are held to levels of professional responsibility and accountability as engineers and that's what this contract does too. It flushes out what their supposed to do and they will be held to the standards of doing it. I must rely upon our engineer as an expert to let me know whether or not they are performing correctly. I'm sure he will do that and work hard on it, and I'll be there to consult with him if there's any concern that something is not being done according to what our contracts say. As Alderman Ferrell said this is a firm that's been in Fayetteville and done large projects in this area for decades. They were selected by a professional selection committee and now they've done other parts of this whole project. Part of what we have to rely upon is their expertise and their professional judgment that they have been able to establish through years of service.

Alderman Jordan: I've asked Bob to produce a time line and I'm sure he will be able to do that with McGoodwin, William, and Yates. That's a lot of money. I don't want any surprises so just keep a real tight lid on it.

Bob Davis: We will and we will be reporting to the Water and Sewer Committee on a bi-weekly basis as you know. Regarding the time line we are right on our time line right now. We hope to maintain that.

Mayor Coody: Were we able to negotiate a price? Is this what they came in with? This just seems like a phenomenal amount of money. We paid \$4.3 million for the design of the plant and now we're paying \$4.6 million dollars for engineering services just to build it and to oversee the design. That's \$9 million to one firm for one part of this system.

Bob Davis: That's correct.

Alderman Jordan: I just don't want this to get out of hand.

Mayor Coody: I know we have representatives from McGoodwin, Williams, and Yates here. Please do the tax payers a favor and keep the cost as low as you possibly can. There's an affirmative nod in the back of the room. Thanks.

Jeff Erf, Citizen: Do we have any idea what the original estimate for this part of the Wastewater System Improvement Project was back in 2001, before we had the special election and voted to issue of the bonds?

Bob Davis: There was a book of contracts with a schedule and a cost break down in it I believe that was supplied to each Council member in July of 2003. The total amount allotted for total consulting services for construction phase services on the WSIP was \$3,026,000.

Mayor Coody: And that was for the entire project.

Bob Davis: That was for all 11 bid packages.

Mayor Coody: And this is \$4.6 million for one bid packet?

Bob Davis: Correct.

Jeff Erf: And that's July 2003, not July 2001.

Bob Davis: That's correct. The present design and bidding contracts were not done until September 2003 and this was a preview for Council. I project that when we get done retaining all four consultants for the construction phase services we will be at approximately \$9 million. That's a significant increase over what was estimated in 2003.

Jeff Erf: I just want to make a point here. Back in 2001, there were quite a few public hearings regarding the Wastewater Improvement Project. McGoodwin, Williams, and Yates I believe was in charge of coordinating a lot of public meetings and public information and some of the designs for the facility plans. They were handing out a document, and back then they were estimating the total cost at \$115 million. The headlines lately in the newspaper talked about a \$140 million project. I just want to make the point that McGoodwin, Williams, and Yates seems to be consistently underestimating what the costs are on this project. I also would like to remind you that back in 2002, some of you will recall, that there was a contract amendment for about \$580,000 on a contract that was a little bit less than \$1 million. It was also again McGoodwin, Williams, and Yates, and there was some controversy at the time. I know if you read the minutes from some of the City Council members were upset about that. How sure are you and how confident are you that the \$4,680,000 estimate is close? How confident are you? Based on their history my concern is that they may not be close. Are you comfortable that this is a realistic estimate?

Mayor Coody: Is this a cost not to exceed?

Bob Davis: This is a not to exceed but it's based on a number of hours.

Mayor Coody: So if we exceed the number of hours we would owe them yet more money?

Bob Davis: Yes, sir.

Kit Williams: This has a provision in it that was placed in after that initial problem we had with the engineering firms that had done more work than had been authorized and then came back to the City Council asking for money. At that point in time, we placed new clauses within all the contracts as one of the things we required that before they can exceed the scope or money of the contract, they must get City Council approval prior to that. They can't continue to work and bill the Council beyond this amount. They'll have to come back before they would ever exceed this amount and tell the Council why they have not complied with their contract, why they are not going to be able to finish what they said they were going to be able to finish for the not to exceed amount. I view this as certainly the top end and it's going to be very difficult from my perspective to see any of the engineering firms that have signed a contract like this to come back in without extraordinary grounds to show why they should be paid more. As you've heard from Mr. Davis, the estimate that was made only a couple years ago or maybe less than that has already been tripled. That needs to end. They have agreed to do these services for us in this contract, it's a very large amount, they need to stick to that and hopefully be able to bring it in for less.

Mayor Coody: This is one of the reasons why most of the cities and countries are going to design, build or other avenues of building major public works projects rather than design, bid, build, because this is a common occurrence.

Alderman Cook: Can you write a different contract? Do they have to be not to exceed contracts for engineering services or can it be a hard number or does it have to be open-ended still? I know they have to come before us, but it's still open-ended. We've had it before where we didn't get this part of the contract done; we've run out of our hours, we're going to need some more money to get his phase done. It's something that's critical.

Kit Williams: What we need to do is, and I'm going to have to rely on Bob Davis on this is to keep a very close tab on them using up the hours for completing the services. If they start falling behind that's when Mr. Davis and I and other members of City staff will need to meet with them and talk about whether or not they are complying with their engineering standards, their professional standards that they have to work by and completing their contract that they negotiated and signed, just like we have. I do not view this as an open-ended contract. We have a representative here. Maybe we should talk to him and ask him if he views it as an open-ended contract or will he actually be able to complete the project for the stated amount. I would like to hear from him. This is a not to exceed contract of \$4.68 million to provide construction phase services associated with the Westside Wastewater Treatment Plant, Broyles Road improvements, and the Wetland Mitigation Project. Are you going to be able to complete everything within this contract that you've agreed to do within that amount of money or less?

Jim Ulmer, McGoodwin, Williams, & Yates: Let me first say that there is a scope of services associated with this. As long as we stay within that scope of services, I have no problem. The scope of services here is based on a 33 month construction period plus a one year post-construction services. If that period is not exceeded, then that should not be a problem. But, you've got to understand that in the scope of this project, we do not direct the activity of the contractor and if there are problems with the contract that are beyond our control then we do not control the contractor as you probably understand from a legal perspective. If there are issues

that come up then they have to be dealt with. They may or may not be an issue beyond that dollar figure.

Kit Williams: Mr. Davis, this scope of services that you've worked out with them do you feel like this is reasonable and that they can have this accomplished within that 33 months that he just spoke about?

Bob Davis: Yes I do. We spent a lot of time talking about the time period it's going to take to build the plant, what's realistic. I do think whatever contractor we end up with for construction of the plant will be motivated for a number of reasons to move along as quickly as possible and get the plant done. So hopefully we can get it done in less than 33 months. There are liquidated damages in the specifications so that if the time is exceeded and we did need additional construction phase services from an engineering stand point, those would be somewhat mitigated by the liquidated damages that would be paid to us.

Jim Ulmer: You also just finished a prequalification process and you have nine very highly qualified contractors involved in the process. One of the reasons that was done was to make sure the people that bid the project had the horsepower and the experience to get the project done in 33 months. But just to give you an example, the liquidated damages I believe is \$5,000 per day. That is very substantial and I think it speaks to the urgency to get the project going and get it done and get it done on time. If you don't get it done on time, then you have a capacity issue that hasn't been resolved in a timely manner and that's a problem for the City. Just like the other speakers talked about not having facilities on line on time, with regard to taxes and revenues, that becomes an expense and a loss to the City by not having those. So, that \$5,000 a day will get the contractors. That's one of the first questions a contractor asked today to get a set of plans. They wanted to know what the liquidated damages were.

Mayor Coody: I think your estimates on the Westside Plant started out being around \$40 million and now what's the latest number?

Bob Davis: I actually believe they started somewhere around \$39 million and now the plant is at \$43 million add Broyles Road is \$3.6 million I believe.

Mayor Coody: Broyles Road wasn't figured into the Wastewater Improvement Project?

Bob Davis: That's correct. It was not.

Mayor Coody: So the \$43 million is just for the planned process?

Bob Davis: Yes, sir.

Jim Ulmer: And a 5% contingency.

Mayor Coody: Now that we've gone from \$40 million to \$43 million was your \$9 million figured into the \$43 million?

Jim Ulmer: No, it doesn't have anything to do with the \$43 million; it has to do with the scope of work.

Mayor Coody: Alright.

Alderman Cook: You mentioned that it depended on issues that arise at the job as it goes along. My only comment is that we deal with those proactively. I know we all say that upfront but things do get pushed off to the side at times. If we have issues that are going to effect this I would hope that we approach those proactively and deal with those accordingly.

Jim Ulmer: They will be. We will be holding the contractor responsible on a monthly basis to state their progress and how they will proceed forward at every monthly meeting and about how they're going to meet the schedule. Like I said the \$5,000 a day gets their attention and then that will be a constant issue for them to stay on schedule.

Alderman Jordan: I'm going to go ahead and vote for this tonight, but I want to be sure that anytime anything gets outside the scope that we know about it.

Bob Davis: You know you will.

Kit Williams: They cannot exceed the scope of the contract, not just the money, but the scope of the contract, without getting prior approval from the City Council.

Alderman Jordan: Ok.

Kit Williams: So I advise you not to exceed the scope in any way without coming back.

Mayor Coody: I think the previous experience McGoodwin, Williams, and Yates had with this very issue means that they'll be back to us. Is that right, Jim?

Jim Ulmer: Without question.

Alderman Jordan: I just want to be upfront that if anything goes beyond this, I probably will not support it.

Jim Ulmer: We go to great pains now to make sure that the staff understands here is the scope. It's written, it's clear, and we don't go beyond that without authorization. In our business, that is commonly called scope creep. It's easy for it to happen a little at a time. We will not part from this scope. It just will not happen.

Bob Davis: All four of the primary consultants that are on board right now that we're going to have to work with for the next three or four or five years with the Wastewater Treatment Plant and the post construction services and we're going to have to work with McGoodwin and Williams on. These consultants were retained I believe before any of these present members of the Council were here.

Alderman Jordan: It is.

Bob Davis: In the future that's something to think about. You bring a consultant on board to do the ground work. That's probably going to be the consultant you're going to be with for a number of years. What we're seeing now is something that really started seven or eight years ago. I really do think that this whole WSIP experience that Fayetteville is having right now should be some motivation to really look into a design, build option on any future large project. I've worked on both the conventional way we're doing this project and design, build. I think that

experience shows that there's a lot of reasons to go design build on these large scale projects. I also think it lends itself to more accountability and I know that accountability is a big issue here.

Cyrus Young: The Council's information on previous contracts also had the same provisions in them that they had to get City Council approval before doing additional work. That was ignored, so I don't think you can have any confidence that it will be applied or adhered to in the future any more than it was in the past. Talk was being made about standardized contracts and everyone talks about timelines that the hours are there and they're going to be accounted for and all this. In this contract, at the very beginning, it says, "*by performing these services, McGoodwin, Williams, & Yates shall not have authority or responsibility to supervise, direct, or control the contractors work, etc.*" If McGoodwin, Williams, and Yates is not going to be responsible for that project out there why do you want to give them \$4.7 million?

Mayor Coody: Want to give them \$4.7 million? We're doing things sometimes we don't necessarily want to do.

Cyrus Young: Then why are you going to do it?

Mayor Coody: Right now, the Soil and Water Commission has dictated that we use McGoodwin, Williams, and Yates for this project. We are using their money so we have to say yes.

Cyrus Young: Not to the \$4.7 million.

Kit Williams: Even though they don't actually control the contractor that's really our responsibility. They are working for us and will be reporting to us if the contractor is not performing properly. Is that not right, Mr. Ulmer and Mr. Davis?

Bob Davis: That's correct.

Kit Williams: They are working for us, but we still are ultimately responsible to control the contractor upon advice that we get.

Bob Davis: To say that McGoodwin, Williams, and Yates or any other contractor per this contract is not responsible for anything is a little misleading. They are responsible for the tasks that they've given us. Whether it is this firm or any other firm, you cannot control what a contractor does in any other way than contractually. We talked about liquidated damages. I personally think we've got a lot of motivators, and there are a lot of motivators for the contractor to expedite whatever construction there is to perform on the plant. I think your point is well taken that there is not guarantee that this contractor is going to be done on the day that we have down in the contract, because we have a consultant on board. But the tasks that McGoodwin, Williams, and Yates has set out in their spread sheet is part of this contract. They will be held responsible for, and those are construction phase surfaces.

Cyrus Young: The tasks?

Bob Davis: The tasks. Yes, sir.

Cyrus Young: If something is not being constructed properly, they have to inform the City of Fayetteville. Is that correct?

Bob Davis: Absolutely. Yes, they do.

Cyrus Young: The construction contract that goes to the contractor themselves what kind of wording are you going to have at the beginning of that to assure the taxpayers that that is going to be constructed properly?

Bob Davis: We have a specification and a set of plans.

Cyrus Young: I understand. What kind of words are you going to put in that contract to inform that contractor that he has to do it properly? Just putting some concrete out there doesn't mean it's correct.

Bob Davis: I can't quote you exactly what the wording is in the contract. We do have the contract in a specification. I would be more than happy to share that with you. We will have a performance bond on the contractor and we will have a schedule. There are lots of ways of measuring progress and performance.

Cyrus Young: The trouble is that this all happened years ago with the Noland Plant when it was redone and it was a screw-up. That's why I'm concerned.

Bob Davis: I know the history of the Noland Plant and I understand your concern. I think any project that's a \$50 million project should cause everybody to be concerned. I certainly am concerned. I think the Water and Sewer Committee and the Council is concerned.

Cyrus Young: I'll be around to get a copy of that contract.

Bob Davis: That will be fine.

Alderman Ferrell moved to approve the resolution. Alderman Cook seconded the motion. Upon roll call the motion passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

Resolution 121-05 as Recorded in the Office of the City Clerk.

Amend Title III, Chapter 33 Fire Protection Services: An ordinance amending Title III, Chapter 33, City of Fayetteville Code of Ordinances to clarify the method by which fire protection services are provided outside the city limits.

Mr. Williams read the ordinance.

Greg Riley, Fire Department: This ordinance removes the section of Code that allowed the Fire Department to provide protection outside the City to individual property owners. The only mutual aid agreement the Fire Department will have is with another City or another volunteer fire department. We will only do that when we have the resources available within the City limits to provide the services to them. With the growth in the City and the demand for services our Fire Department is getting to the point that providing services outside the City limits is not something that we can do. We also have concerns about our ISO rating if we continue to provide protection to individuals outside the City. Because of the number of individual locations outside the City and the amount that we are protecting, ISO could change our designation from a class 4 to a split classification of a class 4-9. That would mean that any address that is a 1,000

feet or greater from a fire hydrant would receive an insurance class rating of 9 regardless of whether it is inside the City or out. The potential is that homeowner's insurance rates could triple for residents within the City limits. The Fire Department can no longer justify providing protection to individuals outside the City.

Alderman Ferrell: There is a possibility of the insurance rates increasing if they are not within a 1,000 feet, would that be the entire state or just Fayetteville?

Greg Riley: That would just be Fayetteville and would be due to our insurance rating.

Alderman Thiel: Are most people that live outside the City limits covered by a volunteer fire department?

Greg Riley: Yes. Every citizen in Washington County is covered by a fire department. We currently have Mutual Aid Agreements for all the surrounding fire departments around Fayetteville. We have had these agreements for many years and we will continue to have them.

Alderman Thiel: Is the area around the Noland Plant covered?

Greg Riley: It is covered by Goshen and Round Mountain. They are the primary responders. We do cover the plant for hazardous materials incidents under the hazmat plan.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Cook seconded the motion. Upon roll call the motion passed 6-0. (Mayor Coody voted due to it taking 6 votes to suspend the rules.) Alderman Reynolds, Marr and Lucas were absent.

Mr. Williams read the ordinance.

Alderman Jordan moved to suspend the rules and go to the third and final reading. Alderman Cook seconded the motion. Upon roll call the motion passed 6-0. (Mayor Coody voted due to it taking 6 votes to suspend the rules.) Alderman Reynolds, Marr and Lucas were absent.

Mr. Williams read the ordinance.

Alderman Ferrell: I think there is some confusion out there in the adjacent communities east of Fayetteville. I think it is a good idea to have public notice on this.

Mayor Coody: Every individual that has submitted a mutual aid agreement will get a letter.

Greg Riley: I expect that this will be in the newspaper. We will mail every person that has requested to be covered outside the City limits a letter this week.

Kit Williams: Even prior to changing this section of the code any contract with an individual outside the City limits had to be approved by the City Council.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

Ordinance 4715 as Recorded in the Office of the City Clerk

General Plan 2020 Future Land Use Map Amendment: A resolution to amend the General Plan 2020 Future Land Use Map by changing the "Office" designation on Elm Street beginning at 155 East Elm through its current western border to Residential.

Alderman Thiel: I understand the purpose of this and that the neighborhood wants this. I will support it for that reason. At the annexation meeting we were discussing the fact that we continue to zone things residential and do not receive any revenue from that zoning. We need to be looking at all the potential commercial and office that we can so that they can generate sales tax revenue.

Mayor Coody: I think this is an example of a balancing act where we have to look out for both the residential and commercial zoning districts.

Alderman Jordan moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the motion passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

Resolution 122-05 as Recorded in the Office of the City Clerk.

King Electric Contract for the Mountain Inn: An ordinance waiving the requirements of formal competitive bidding and approving payment to King Electrical Contractors, Inc. of \$66,237.00 to provide electrical utility relocation services required to allow the continued demolition of the Mountain Inn; and approving the use of up to \$33,763.00 of the previously approved project contingency.

Mr. Williams read the ordinance.

Steve Davis: I would like to ask for an amendment to section one. Instead of \$66,000 in section one that number should read \$100,000. The total cost of relocating the electrical is about \$100,000.

Alderman Thiel: This is still within the \$870,000?

Steve Davis: Yes.

Alderman Ferrell: I think you know my history of not supporting anything that had to do with the TIF but in this particular case I will support this because of the effect it would have on three adjacent businesses that pay sales and property taxes.

Alderman Rhoads moved to amend the ordinance. Alderman Jordan seconded the motion. Upon roll call the amendment passed 5-0. Alderman Reynolds, Marr and Lucas were absent.

Alderman Cook: This is not changing the total number that we agreed upon.

Steve Davis: That is correct.

Alderman Cook: Anything above that amount the owners have agreed to take on?

Steve Davis: Yes. When the City issued the TIF bonds we had a \$3,500,000 project fund. We used \$2,613,000 to purchase the properties, which left \$887,000 to demolish the buildings, relocate utilities, prepare the site and improve accessibility. We have obligated all of the money; it is all within the TIF bonds. Any additional money that is required for utility relocations or accessibility issues on the sight will need to be borne by the developers.

Alderman Jordan moved to suspend the rules and go to the second reading. **Alderman Cook** seconded the motion. Upon roll call the motion passed 6-0. (Mayor Coody voted due to it taking 6 votes to suspend the rules.) **Alderman Reynolds, Marr and Lucas** were absent.

Mr. Williams read the ordinance.

Alderman Jordan moved to suspend the rules and go to the third and final reading. **Alderman Cook** seconded the motion. Upon roll call the motion passed 6-0. (Mayor Coody voted due to it taking 6 votes to suspend the rules.) **Alderman Reynolds, Marr and Lucas** were absent.

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. **Alderman Reynolds, Marr and Lucas** were absent.

Ordinance 4716 as Recorded in the Office of the City Clerk

Meeting Adjourned at 8:20 PM

Dan Coody, Mayor

Sondra Smith, City Clerk

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



**City Council
Meeting Minutes
July 5, 2005**

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

Mayor Coody called the meeting to order.

PRESENT: Alderman Reynolds, Thiel, Cook, Marr, Rhoads, Ferrell, Lucas, Jordan, Mayor Coody, Assistant City Attorney David Whitaker, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor Coody thanked the Parks Department for the fireworks display they had for the City.

CONSENT:

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.

Resolution 123-05 as Recorded in the Office of the City Clerk.

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.

Resolution 124-05 as Recorded in the Office of the City Clerk.

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.

Resolution 125-05 as Recorded in the Office of the City Clerk.

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.

Resolution 126-05 as Recorded in the Office of the City Clerk.

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.

Resolution 127-05 as Recorded in the Office of the City Clerk.

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.

Resolution 128-05 as Recorded in the Office of the City Clerk.

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.

Resolution 129-05 as Recorded in the Office of the City Clerk.

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.

Resolution 130-05 as Recorded in the Office of the City Clerk.

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.

Resolution 131-05 as Recorded in the Office of the City Clerk.

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 adjustment in the amount of \$132,803.00 for same.

Resolution 132-05 as Recorded in the Office of the City Clerk.

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.

Resolution 133-05 as Recorded in the Office of the City Clerk.

Alderman Jordan moved to approve the Consent Agenda. Alderman Marr seconded the motion. Upon roll call the motion passed unanimously.

UNFINISHED BUSINESS:

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.*

Assistant City Attorney David Whitaker read the ordinance.

Jeremy Pate, Director of Current Planning gave a brief description of the proposed changes to the ordinance. He stated the biggest thing currently is the process. To get through the development review process it currently takes about 40 days and then it goes to the Council for review. The purposed changes would require the submission of a concept plan, which would then be submitted directly to the Council for a fast track approval. That would establish the zoning criteria, the maximum number of units, the density would be set, the square footage or the intensity of the commercial development would be set and the setbacks from adjacent properties, all the uses. Those are things that would not change, they would be set by the City Council as a policy decision, therefore the citizens could have input on those types of usages.

We anticipate dropping the engineering calculations for detention, the sizing of water lines, sewer lines and storm drainage and where exactly that goes. Instead of an exact amount of park land to be dedicated, we would see a commitment to dedicate park land. Currently you have one year to have a project permit and you can get one extension. This would allow for a phasing of the property over a number of years.

With this plan they could provide you with some development standards to look at to see if it does fit in with the character of the neighborhood, then once they go through development, they would adhere to those statements that they have set for themselves. There will be an increased level of detail in the written form so there is more planning action as opposed to engineering review up front and it allows for some flexibility with conditional uses.

Jeremy stated he thinks there are several other changes and benefits for staff, the citizens and the development community with this amended ordinance.

Hugh Earnest, Fayetteville citizen: The single body that sets policy is the elected Council or board. The issue before you is an effort to improve communication between the City and the development community. I think the public sector should support and endorse good development. That is best done by ensuring that all parties know what is proposed, what is allowable and what it can support. The approach you are considering accomplishes that. I don't agree that the time saving is a significant rational for this change. I can clearly see that a developer, before spending large amounts of money on a mix-use development, would want to know that he has the support and can expect to keep the support of the policy group for his development. I would suggest that the use of a well done concept plan, as Jeremy has suggested, approved in advance by the Commission and the Council as an addition to the process is an excellent idea. It will benefit all parties.

Alderman Thiel: Are we still looking at the original ordinance that would eliminate this going before the Planning Commission?

Jeremy Pate: That is what is before you, yes madam.

Alderman Thiel: That kind of concerns me after some of the discussions that we have had. I think this PZD amendment will basically save the developers a lot of time. I think it is a very good thing and I am very supportive of it. The only thing that does concern me is the aspect of it not going before the Planning Commission, which was recommended by the Ordinance Review Committee. After hearing staff discuss this and some citizens' concerns about this, I am concerned this will not give the public ample time to review items. I think the Council will definitely read it three separate times if it does not go before the Planning Commission, where as if it did go before the Planning Commission when it comes before the Council, I think the Council would be a little less reluctant to hold it to three separate readings. I am not sure that part of it is that much of a savings to the developers. I think the Planning Commission irons things out before they get to the Council and I wonder if the Council is aware of how much more work this might entail for them if we are the first ones to review this.

Alderman Thiel moved to amend item number C. 2. of the ordinance to state *Planned Zoning District Master Development Plans that are processed without a preliminary plat for large scale development shall include a Planning Commission recommendation to the City Council and a schedule as set out by Zoning Development Administrator.* Alderman Lucas seconded the motion.

Alderman Ferrell: Jeremy, right now if something were to come to us before this amendment, it would come with all the research that the Planning Department does before something goes to the Planning Commission. Your recommendation would also be included.

Jeremy Pate: That is correct.

Alderman Ferrell: If it came to us first, the conceptual idea is basically one of the things that we would look at, is that correct? It would make it a little less up front work on the concept if it came to the City Council first?

Jeremy Pate: I think what we would see more of is no Planning Commission review of that, so you would not have the benefit of that recommendation. But you would still have the two weeks. What this allows is if there is something that staff is having a problem supporting we could work with the applicant and get revisions and then make a recommendation to forward on

to you. Without this amendment we would get it, process it and we would make a recommendation with what we have in our hand at that time. This allows a little bit more flexibility.

Alderman Marr: I think the original intent of the discussion at the Ordinance Review Committee meeting did not override the full benefit, which is a concept plan versus detail plan and planning cost, which I still think is a huge benefit change. The thing that has bothered me about the discussions as this has gone forward, it is like we do not value the Planning Commission's work or time and I take exception to that. That is like saying if we don't do it then we don't value the Council's time and opinion on it either. I don't think either statement sends a message that one is more important or less important than the other.

We have been talking about it in our development process customer service feedback and how to become a development friendly community. One of the benefits that group wanted to see was improved time and reduced cost of development. To me that is the purpose of what we are looking at. If we go with this process and include the Planning Commission we are conscientiously making a decision to go from 48 days to 61 days by putting it back in the process. I think that warrants some discussion. I have a huge respect for commissioners on the Planning Commission, I have been one and I can see why I would be sensitive to not being involved in the process. I also think that we are sensitive to the process and we have the ability to do it. There was a comment in our Planning Commission minutes that said *the Council is not restrictive to staying within all the guidelines Planning Commission uses to make land use determinations, they can look at a host of other issues. I can see more confusion interjected in the process than currently exists.* I can see it being the other way around, if they make a recommendation and then we change it and it goes back to them. I don't think we eliminate some of the arguments that are being used. I am looking for the most time sensitive, cost effective way to get good development in the City of Fayetteville for developers and neighborhoods. I am not convinced that with it going directly to us it hurts that.

Alderman Lucas: The time element did not seem that big of an issue. The thing that concerns me is the input from the citizens and that we are kind of eliminating one step for them. In Ward 4 people like to express their views. I think we are helping developers in that we are cutting out the expensive part before it goes to the Planning Commission. With this amendment, we are also keeping a step in there for citizen input.

Alderman Thiel: One of the developers said this process is not what bogs the developers down; it is the fact that we are sometimes short handed in Planning.

Mayor Coody: We are trying to find a way to fill those slots because that is a problem. We pay very well and we have good benefits.

Alderman Cook: I think Brenda's amendment is a good baby step for the PZD process. This does save some time and it definitely saves money for the developers, but most importantly, I think it will give the citizens and us better development in the long run. It produces the opportunity for more creativity and we might get a better quality product from the beginning in the planning process. I think the PZD is a work in progress. I support this amendment.

Alderman Jordan: I tend to agree with Kyle and Shirley. I like it coming to the Planning Commission as a whole and then letting them look at each development and make a recommendation. We do cut out all the engineering process that has been an upfront cost to the

developers and we still get the input of the Planning Commission. I think that is important in my decision making.

Upon roll call the motion failed 4-4. Alderman Lucas, Jordan, Thiel and Cook voting yes. Alderman Marr, Rhoads, Ferrell and Reynolds voting no. Mayor Coody did not vote to break the tie.

Alderman Thiel: I am certainly not going to throw this out because of this. We can always revisit this if we decide this is cumbersome to the City Council. I will still support the overall ordinance. I am not opposed to this idea of fast tracking for the developers. I am still concerned about the effect to the public about not having as much input. I still think in the long run it is going to take the developers as much time.

Alderman Marr: I support the overall ordinance and I would have supported it if it had passed with the amendment. Developers bring things to discuss at our Ward meetings long before they even get to the Council. I think encouraging that is important. I think the overall benefit of cost savings to the developer is where this started at Ordinance Review and I would continue to support it. I hope the Planning Commissioners understand that we are going to get the value of their work at large scale development and by ensuring that, what we want to see in terms of land use is in the plan.

Mayor Coody: We all want to see PZD's used more because it benefits the City and the citizens. Right now, the system that we have discourages folks from using the PZD process. This isn't just a cost savings and a time savings it is a method to help developers. This is also a way to encourage the use of the PZD process, which is good for the citizens of this town.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 5-3. Alderman Marr, Rhoads, Ferrell, Reynolds and Thiel voting yes. Alderman Lucas, Jordan, Cook voting no.

Ordinance 4717 as Recorded in the Office of the City Clerk.

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.*

Jeremy Pate gave additional information regarding the appeal since the first time the Council saw it and tabled this item. Staff and Administration has worked with TGI Friday's to come to a solution that we could all support. I believe we have come to that with the hard work of TGI Friday's. They are currently requesting to move the slogan from the canopy up onto the TGI Friday's wall face therefore we can include that as one wall sign. That is compliant with our City ordinances in the design overlay district. TGI Friday's is requesting on its west elevation a smaller sign and their slogan below that. This property has two street frontages therefore it is allowed two free standing signs. Staff supports that in lieu of one of the monument signs they have an additional wall sign. We recommend approving TGI Friday's appeal.

Alderman Thiel: I would be reluctant to go against our sign ordinance. I am very glad staff was able to work with TGI Friday's.

Alderman Ferrell moved to approve the appeal. Alderman Reynolds seconded the motion. Upon roll call the motion passed unanimously.

Resolution 134-05 as Recorded in the Office of the City Clerk.

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.*

Alderman Marr moved to table the appeal until the July 19, 2005 City Council meeting. Alderman Jordan seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was tabled until the July 19, 2005 City Council meeting.

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.*

Alderman Jordan moved to table the ordinance until the July 19, 2005 City Council meeting. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was tabled until the July 19, 2005 City Council meeting.

NEW BUSINESS:

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.

Steve Davis, Finance and Internal Services Director: The City has submitted a request to the Census Bureau for an estimate to do a special census. The information the City provided to the Census Bureau included housing units and an estimated population. That information was provided to the City by the NW Arkansas Regional Planning Commission. The Census Bureau stated they would like to do this in February or March of next year. Based on 70,351 of folks living in Fayetteville today the City would receive an additional \$3,503,000 that would be split between the Street Fund and the General Fund. All of the cost for the special census is proposed to be paid out of General Fund reserves. General Fund is expected to recover all of the money that would be invested in this special census until the 2010 census is finished and certified to the State. The Street Fund would receive an additional \$2.6 million in maintenance revenue that could be used to maintain our street system and sidewalk.

Alderman Lucas: It would be recovered in 5 years?

Steve Davis: Basically 5 ½ years.

Mayor Coody: The \$900,000 cost is based on an estimation of 70,000 people. Is there a way that we can ask them to charge us per capital?

Steve Davis: A lot of this \$900,000 is tied up in fixed cost. We can certainly ask that when the count comes that it be more of a cost reimbursable contract as opposed to a fixed fee.

Alderman Rhoads: The contract does not allow some sort of sliding scale?

Steve Davis: No sir. You pay a deposit and then they bill you for the remaining balance.

Alderman Ferrell: This says there will be expected additional out of pocket cost of between \$20,000 and \$30,000. Is that included in the \$900,000?

Steve Davis: No sir. The \$20,000 to \$30,000 would be money that we would spend to promote the special census through advertising and public information.

Alderman Jordan: Can we get more details as to what the census folks will be doing?

Steve Davis: They will be physically going door to door. They are paid prevailing wages for this work and 40.5 cents per mile from the census takers home to where ever they are going.

Alderman Marr: What if the census count does not come in at this number?

Steve Davis: We ran the Census Bureau's projected numbers for the population of Fayetteville today to see what that payoff would be. General Fund would generate \$538,000 as opposed to \$868,000 so we would recover a little over 50% of our investment. Street Fund instead of getting \$2.6 million would get \$1.6 million.

Alderman Marr: This 70,000 number came from the NW Regional Planning Commission?

Steve Davis: Yes sir.

Alderman Marr: They have been consistently higher than the actual numbers.

Steve Davis: They have generally been a little higher. In 1996 the NW Regional Planning Commission numbers were 3.25% higher and the Census Bureau numbers were 4.3% higher. If we have the similar type of variance on the 70,000 number we can expect around 67,000 to 68,000 people.

Alderman Rhoads: What number was the 5 ½ year approximate pay back time based on?

Steve Davis: 70,000.

Alderman Reynolds: What is the population that they are paying us for now?

Steve Davis: 58,047.

Mayor Coody: What population number did you use for the lower numbers?

Steve Davis: 65,827.

Mayor Coody: 5,000 more people would make that much of a difference?

A discussion followed on the special census, the expenses that might be incurred and how the university students are counted.

Alderman Marr moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 135-05 as Recorded in the Office of the City Clerk.

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.

Assistant City Attorney David Whitaker read the ordinance.

Mayor Coody: How does the prepayment of interest work?

Steve Davis: We have an agreement with the Soil and Water Commission that the interest during the construction period will be paid as we go along. We will pay interest as the due dates occur.

Mayor Coody: The \$125,000,000 is that figuring the interest into that amount?

Steve Davis: The interest will be above the \$125,000,000.

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

Assistant City Attorney David Whitaker read the ordinance.

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

Assistant City Attorney David Whitaker read the ordinance.

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

Ordinance 4718 as Recorded in the Office of the City Clerk.

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.

Alderman Cook: The fact that we are paying \$678,585 more than we budgeted for is painful. I know it is something that we have to do.

Alderman Cook moved to approve the resolution. **Alderman Reynolds** seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 136-05 as Recorded in the Office of the City Clerk.

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.

Alderman Lucas: Is this another contract that we have with McClelland?

Sid Norbash, Engineering: This is a standing contract. When we selected McClelland they did very preliminary engineering. This is the last phase of the contract which is construction management.

Alderman Ferrell moved to approve the resolution. **Alderman Jordan** seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 137-05 as Recorded in the Office of the City Clerk.

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.

Assistant City Attorney David Whitaker read the ordinance.

Jeremy Pate gave a brief description of the property and the location of the property. The Planning Commission voted 8-0 to forward this item for a recommendation of approval to annex into the City of Fayetteville.

Alderman Thiel moved to suspend the rules and go to the second reading. **Alderman Jordan** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Rhoads** recused.

Assistant City Attorney David Whitaker read the ordinance.

This ordinance was left on the second reading.

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.

Assistant City Attorney David Whitaker read the ordinance.

Jeremy Pate gave a brief description of the rezoning. The Planning Commission recommended this for approval with a 8-0 vote with no public comment.

Alderman Jordan moved to suspend the rules and go to the second reading. **Alderman Lucas** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Rhoads** recused.

Assistant City Attorney David Whitaker read the ordinance.

This ordinance was left on the second reading.

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.

Assistant City Attorney David Whitaker read the ordinance.

Jeremy Pate gave a brief description of the property. The Planning Commission voted 8-0 to recommend approval of this rezoning request to you.

Alderman Thiel: There are three of these businesses out of compliance. If we do change the zoning to accommodate this type of business, they would be in compliance. This business continued to have its sign on even though they were asked not to. The other two covered their signs. Why?

Jeremy Pate: We do ask them, if they are requesting a rezoning, that they might want to remove their signs. They did remove some of their signs from their property. When we catch them in the wrong zoning, we let them continue with what they have until we can find a solution. If the rezoning is denied, the signs are removed and the business moves.

Alderman Thiel: At the next meeting are we going to be looking at changing the R-O zoning to allow this type of business in the R-O zoning?

Jeremy Pate: Yes. It will be an ordinance.

Alderman Thiel: I would suggest we table this until we look at changing the ordinance.

Alderman Reynolds: They have been in violation since April.

Chris Hartlerode, Advantage Bail Bond: We were asked to remove our sign and we did remove the sign the next morning. The sign we had by the road was removed. We were told that

we could leave the banner on the building until we had gone through the zoning process. We want to comply with the City.

Jeremy Pate: We contact them and let them know there is a problem. We try to accommodate our requirements as best as possible and still allow the business to continue, which is our current policy. We do not suspend their business and make them shut the doors until the decision is made. With regard to timing, we typically send out two 30 day letters and we allow them time to relocate. As long as the applicant is in the process of trying to rezone the time is suspended. He has been in the process since late spring.

Alderman Reynolds: If we table this for two weeks will he still be able to operate?

Jeremy Pate: Correct.

Alderman Reynolds moved to table the ordinance until the July 19, 2005 City Council meeting. **Alderman Marr** seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was tabled until the July 19, 2005 City Council meeting.

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.

Assistant City Attorney David Whitaker read the ordinance.

Jeremy Pate gave a brief description of the property. The Planning staff recommends approval of this and the Planning Commission voted 8-0 to recommend this vacation to the City Council.

Alderman Rhoads moved to suspend the rules and go to the second reading. **Alderman Ferrell** seconded the motion. Upon roll call the motion passed unanimously.

Assistant City Attorney David Whitaker read the ordinance.

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

Assistant City Attorney David Whitaker read the ordinance.

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

Ordinance 4719 as Recorded in the Office of the City Clerk.

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.

Alderman Thiel: I am concerned about these funds coming out of the Sales Tax Capital Improvement Fund, if there are enough funds in the Off Street Parking Fund.

Steve Davis: The recommendation to pull this out of the Sales Tax Capital Improvement Fund as opposed to the Off Street Parking Fund came from me. That was because if we take this item and the parking deck rehabilitation item out of the Off Street Parking Fund, we will use the reserve level in the Off Street Parking Fund and it will be down to less than \$30,000. It doesn't take more than one or two parking pieces of equipment to wipe that fund balance out.

Alderman Thiel: Can we not build the Off Street Parking Fund back up?

Steve Davis: Yes, but it takes a long time. It generally receives anywhere from \$5,000 to \$15,000 per year, so it would take 10 years or so for it to build back up from this capital investment.

Alderman Reynolds: If someone drives through a parking gate or something, can't Mrs. Jenkins come back to us for more money?

Steve Davis: She can, that is also an option, and it would also delay the replacement of that equipment until City Council could meet.

Alderman Cook: I would like to see the money come out of the Off Street Parking Fund and then if we need to make an adjustment we can.

Alderman Ferrell moved to amend the resolution to have the funds come out of the Off Street Parking Fund. Alderman Reynolds seconded the motion. Upon roll call the motion passed unanimously.

Alderman Marr moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 138-05 as Recorded in the Office of the City Clerk.

Meeting Adjourned at 8:07 PM

Dan Coody, Mayor

Sondra Smith, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING A LUMP SUM ALLOCATION IN THE AMOUNT OF \$21,380.00 FOR THE PURCHASE OF EASEMENTS REQUIRED FOR WASTEWATER SYSTEM IMPROVEMENTS PROJECT (WSIP) WL-5; AND APPROVING A 10% CONTINGENCY IN THE AMOUNT OF \$2,140.00.

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 lump sum allocation in the amount of \$21,380.00 for the purchase of easements required for Wastewater System Improvements Project (WSIP) WL-5.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 10% contingency in the amount of \$2,140.00.

PASSED and APPROVED this 19th day of July, 2005.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE TO THE CITY OF FAYETTEVILLE, REMOVING SECTIONS REGARDING OUTDOOR LIGHTING INSTALLATIONS.

WHEREAS, the City of Fayetteville City Council on June 21, 2005 adopted Chapter 176 Outdoor Lighting; and,

WHEREAS, the current Unified Development Ordinance references outdoor lighting installations in three separate sections that could conflict with the updated outdoor lighting ordinance.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby amends the UDC and Removes **Section 161.24 Design Overlay District (D) (4) Lighting.**

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby amends the UDC and Removes **Section 172.04 Parking Lot Design Standards (D) Illumination of Parking Areas.**

Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby amends the UDC and strikes the following language located in **Chapter 166.03 Required On-Site Improvements – Subdivisions in the City Limits. (J) Streetlights.** ~~Standard 8,000 lumen mercury vapor or low pressure sodium streetlights shall be installed at each intersection or cul-de-sac and along one side of each street or cul-de-sac at intervals of no more than 300 feet; provided, streetlights of higher intensity may be required at intersections with collector streets or arterial streets.~~

PASSED and APPROVED this _____ day of July, 2005.

APPROVED:

By:

DAN COODY, MAYOR

ATTEST:

By:

SONDRA SMITH, CITY CLERK

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations
Tim Conklin, Development Ombudsman
Jeremy Pate, Director of Current Planning

From: Leif Olson, Associate Long Range Planner

Date: July 12, 2005

Subject: Amend the UDC and remove sections regarding outdoor lighting

RECOMMENDATION

Planning Staff recommends approval of an ordinance amending the Unified Development Code of the City of Fayetteville, by removing sections regarding outdoor lighting installations.

BACKGROUND

The City Council adopted Chapter 176: Outdoor Lighting, to the Unified Development Code on June 21, 2005. The new Outdoor Lighting Ordinance will regulate all future outdoor lighting installations and therefore, previous outdoor lighting standards located in the Unified Development Code should be removed to prevent conflicts within the Code.

Proposal: Planning Staff proposes removing the following sections of the Unified Development Code to the City of Fayetteville.

Section 161.24 Design Overlay District (D) (4) Lighting. Parking lot lighting shall be designed and located in such a manner to preserve the scenic appearance of the corridor. Lighting shall be shielded and directed downward to the parking lot, and light spread shall not reflect into the adjacent neighborhood. Lighting shall not exceed 35 feet in height and shall utilize sodium lighting fixtures.

Section 172.04 Parking Lot Design Standards (D) Illumination of Parking Areas. Parking areas may be illuminated. All lighting shall be: shielded and directed away from adjoining properties; attached to on-site buildings or fences where possible; and shall not be excessively bright or cause a glare that would be hazardous to pedestrians or vehicles. Only high pressure sodium lighting or energy equivalent are allowed.

Planning Staff proposes striking the following language in the Unified Development Code to the City of Fayetteville.

Chapter 166.03 Required On-Site Improvements – Subdivisions in the City Limits. (J) Streetlights. Standard 8,000 lumen mercury vapor or low pressure

~~sodium~~ streetlights shall be installed at each intersection or cul-de-sac and along one side of each street or cul-de-sac at intervals of no more than 300 feet; ~~provided, streetlights of higher intensity may be required at intersections with collector streets or arterial streets.~~

Request: Staff requests amending the Unified Development Code to the City of Fayetteville by removing and amending these sections.

BUDGET IMPACT

None.

ADM 05-1605 Use Units

Ostner: The next item on our agenda is ADM 05-1605 for Use Units. If we could have the staff report please.

Fulcher: Frequently staff members or citizens have come across certain Use Units within Chapters 161 and 162 that may not be specifically listed or may not be compatible under the zoning district in which they are listed. There are quite a few items that staff is looking at right now. Tonight we have three specific amendments before you that we would like to cover briefly. The first item has to do with bail bonding agencies, which I know this Planning Commission and City Council have both recently reviewed a few rezoning requests based on bail bonding agencies. In response to these requests the City Council did ask staff to reevaluate the Use Units under which bail bonding agencies have been listed in the past. The first amendment we are looking at is an amendment to Chapter 162 Use Units, of the Unified Development Code, Section 162.01 Establishment Listings to include bail bonding agencies under a permitted and detailed use under Use Unit 12, Offices, Studios and Related Services. The reason for some of the confusion in these rezoning requests for bail bonding agencies is that this use has never been officially listed as a detailed use in any zoning district. However, previous interpretations by our Zoning & Development Administrator have placed this specific use under Use Unit 16 Shopping Goods. We have done a study and description of the actual use, hours, traffic impact and other impacts on surrounding properties that this use has and staff finds that this use is more appropriate under Use Unit 12, Offices, Studios and Related Services. This use includes things such as banks, office buildings, social welfare agencies, employment, travel and advertising agencies along with dental clinics. Amendment two that we are looking at is an amendment to Chapter 161 Zoning Regulations of the Unified Development Code. §161.15, R-O, to remove manufactured home park as a permitted use but to include it as a Conditional Use in the R-O zoning district. This use was not permitted in the Unified Development Code prior to the most current version and staff could find no reason why it would be appropriate as a use by right in the R-O zoning district based on a comparison with other commercial and residential zoning districts. The final amendment is an amendment to Chapter 161 zoning regulations of the Unified Development Code. §161.17, C-2, Thoroughfare Commercial and §161.18, C-3, Central Commercial, to include Use Unit 25 as a permitted use. Use Unit 25, Professional Offices is a use that is allowed by right in the R-O, C-1 and C-4 zoning districts. This use consists of professional offices that are compatible with medium and high density residential areas including, but not limited to, doctor's offices, dentists, architects, engineers, attorneys, accountants, realtors, brokers, business consultants and others. This use specifically has been the source of much confusion for staff and citizens wishing to operate

professional offices within two commercial zoning districts within the city. Therefore, staff is recommending approval of all three amendments tonight.

Ostner: Thank you. I will take public comment on this issue. Would anyone like to speak to ADM 05-1605? Seeing none, I will close the public comment session and bring it back to the Commission for discussion.

Trumbo: We are going to move manufactured homes out of R-O, will they be allowed by right in any other zoning?

Pate: Yes, they are allowed by right in R-A currently and they are allowed by Conditional Use in several of the higher density residential multi-family zoning districts. This proposal is to move it out of the use by rights into a Conditional Use much like the other multi-family zoning districts.

Trumbo: R-A is going to be one?

Pate: It is a permitted use, that is correct.

Trumbo: If we annex a piece of property into the city and we don't rezone it, it comes in R-A on it's own so it could be a manufactured home park by right?

Pate: Correct, it has to be a use permitted by right in at least one residential zoning district in the city. That is the one that the Council has chosen for it to be a use permitted by right.

Trumbo: Just as long as they know that that is sitting there.

Ostner: My question for staff has to do with, I don't think I have a problem with amendments two and three. It is amendment one creating bail bonding as basically putting it into Use Unit 12 and permitting it by right in R-O if I'm understanding that right.

Pate: That is correct. That is the current proposal. Our initial thought was to find a zoning district that it would best fit into as a Conditional Use in the R-O zoning district. Simply because it changed from being only allowed in C-2 and changing that to be allowed in the R-O is quite a jump. However, when you actually evaluate the use, the hours of operation, the number of vehicle trips per day that this type of business generates, the types of structures that they are located within, it really falls into line with a lot of the Use Unit 12 operations which are more business and not necessarily retail, but office oriented. The letters in your packet support that. We did look on line on several occasions to several different businesses and on the web for several different types of descriptions trying

to find different uses or other permitted items that are located within a bail bonds office and they all seem straight forward and would be less impact than a lot of your other uses that would be allowed currently by right. Those again, include financial institutions or banks, which do have quite a bit of traffic generation, and those are allowed by right in the R-O district. Trailer supplies and equipment, including office furnishings, architect and artist supplies, business machines. Services including parking garages, blue printing, employment agencies, ticket offices, small animal outpatient veterinary clinics. We felt that those were in line with this type of use. The previous use as it was established was never established by ordinance. When there is a use that comes about and is not a detailed use staff is required to make an interpretation on where that use specifically falls. Periodically we will update the code to try to catch up with technology or catch up with the times, we are looking at a small overhaul of these use units currently. However, these were some more pressing ones that the Council and staff felt were appropriate to bring to you now and we could get your mind around these three at least at this time as opposed to looking at the entire ordinance. The last time we did this was a few years ago when we codified the entire Code.

Ostner: Thank you. One of the first thing that you talked about was other businesses that are included by right in the R-O. You mentioned doctor's offices, dentists, architects, engineers, attorneys, accountants. The businesses that you mentioned that are allowed in R-O don't have 24 hour operations. That is what worries me. We use R-O as a buffer for low density residential and it is a good buffer. It is like commercial light, it is commercial without the retail. I think I can see bail bonding fitting in there but I'm concerned that it needs to be a Conditional Use in the R-O.

Pate: I agree, we definitely looked at that open 24 hours. A lot of these advertise 24 hours. I guess the first point is that there is nothing saying that these couldn't be 24 hours. These types of uses could operate 24 hours if they wanted to. We don't have ordinances that disallow that. Also, with the materials supplied here and most of the materials that we looked at with other sources, indicated that though they advertise 24 hour availability that they are not open 24 hours at that specific location. Most of the calls are forwarded to a home phone or an agent that is working out of that office and the meetings are held at the detention facility or otherwise. That is another key component. We agree that if the office were open 24 hours much like a convenience store or something else, it is a different animal. Most of our indications though are that these aren't open for business 24 hours. Even driving by at midnight most of them do not have their lights on. They simply have a number you can call.

Planning Commission
June 27, 2005

- Allen: Due to the very nature of the business of bail bonding I would feel more comfortable with including the hours that the office could be open such as from 8:00 to 5:00.
- Ostner: Is there a way to differentiate in a Use Unit?
- Whitaker: Other than the state and local alcoholic beverage service laws, we don't regulate the hours of any businesses in the city. Of course, alcohol always being a special category in the history of juris prudence, we do have hours of operation for those businesses serving alcoholic beverages. We don't have any for any others. That would introduce a wrinkle that is not contemplated in the code.
- Allen: I would just say that it is hard for me to support this because of the hours and the fact that it would abut, nearly always, a residential area.
- Clark: Jeremy, we have a letter in our packet from Butch Thomas, the president of Mountain Man Bail Bonding, which I found very informative because I don't know how bail bonding works. Mr. Thomas explains that they forward their phones at night. I run a business that we do exactly the same thing. Our office is only open from 10:00 to 2:00 and we forward phones somewhere. Did you call or contact any other bail bonding companies to find out if they work in a similar fashion?
- Pate: We called a number of the bail bonding offices that are coming to you for a rezoning from C-2 along this stretch and they indicated similar circumstances.
- Clark: With that point I have no problem with putting it in R-O because when you forward the phones it is off premises. If they all work according to what Mr. Thomas' letter indicates, and I have no reason to believe they don't, you are not going to get a lot of traffic generated. I know that in some of the professional buildings we service when alarms go off there is traffic. People have to come back in at midnight and 1:00. That doesn't happen very often though. The business is normally closed from 5:00 in the evening until the next morning so I am comfortable with this.
- Anthes: Staff, can you review for me how the signs that would be allowed on this building would change between a R-O and a C-2 district?
- Fulcher: In the R-O district they would be allowed one 16 sq.ft. sign per business and if they did a monument sign they would be allowed 16 sq.ft. If they did a free standing sign they would be allowed four sq.ft. It is one or the other. If it is C-2 they would be allowed four wall signs at 150 sq.ft. or 15% of the wall base, whichever is greater, and then one free standing sign or monument sign, each with 75 sq.ft. allowable.

Planning Commission
June 27, 2005

- Allen: Continuing along, I have yet to have to spring somebody from the slammer so I really don't know the protocol for this. Do you normally go to the parole office to do this or is this done at the jail? How is this handled? Maybe that would make me feel more comfortable. I just don't quite like the idea of it being right there by the neighborhood and that kind of activity going on potentially 24/7 since we can't regulate their hours.
- Pate: If it please the Chair Mr. Thomas with Mountain Man Bail Bonding is here and may be able to answer some of your questions.
- Thomas: I am Butch Thomas with Mountain Man Bail Bonding. If you were to call me and Mr. Trumbo was in jail you would meet a bail bonding agent at the jail. At that point everything would be handled, my secretary, who handles everything, would have most of it handled over the telephone and a piece of paper to sign. The money would change hands right there where you were at. If, by some chance, you didn't have all of the money and said can I make a payment. You get your bail and then you could drop it by the office. That would be the only time we would see you there at the office unless you really had some tricky situation or something because he wasn't a good risk. If it was late at night we would just meet with you the next morning. We are security conscious. We don't like our bondsmen at the office by themselves. We are an 8:00 to 5:00 business. They leave at 5:00 and the phone rollover goes to them. They are paid on a commission basis. They want to get down to the jail and get their business done and go back home and go to bed.
- Allen: Primarily your office is used for paperwork?
- Thomas: The office is used for logging the bonds in, for handling the telephone lines. We have lines for Rogers, Springdale and Fayetteville. Some of the companies may have them from all over the state. We just do it here locally. Our phones ring off the wall but most of the time it is somebody, they let people call up there no matter what their bond is, we filter through the ones that we need and then we contact our agents and direct them from there.
- Allen: You are saying that that is typical of how other offices are managed?
- Thomas: I could say that. I don't have any way to verify that. I have been in the business for about five years and that is the way that we do our business.
- Ostner: If everything in your office after hours is done in the jail when you put up a sign that says 24 hours why do you do that? What is the rare occasion when you would need that?

Planning Commission
June 27, 2005

Thomas: I would imagine that a good attorney would be on call 24 hours and used to a good doctor would be on call 24 hours. It is a service that everybody in the bail bonding business usually provides. I would just as soon have my business on the other side of Goshen and have a big sign right there close to the jail that says call Mountain Man 24 hours but that is not doable.

Ostner: Thank you. That helps me. Do we have any more questions?

Clark: I understand exactly what Mr. Thomas is saying because our business advertises 24/7 and we are, but we are not at the office when we answer the phone. People find it very reassuring. I guess maybe we're thinking outside the box here a little bit but just because you have an office where people call doesn't mean that that is where the phone is being answered. I am very comfortable with this.

Ostner: There are several different things that we are talking about and we have only really talked about amendments one and two and so if there is no more discussion on amendment three having to do with including another Use Unit in the C-2, are there any motions?

MOTION:

Clark: I will make a motion that we recommend approval of all three amendments as stated.

Myres: I will second.

Ostner: Is there further discussion? Could you call the roll?

Roll Call: Upon the completion of roll call the motion to recommend approval of the amendments to the Unified Development Code was approved by a vote of 9-0-0.

Thomas: The motion carries.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A RESIDENTIAL
PLANNED ZONING DISTRICT TITLED R-PZD 05-1463,
OAKBROOKE PHASE I, LOCATED WEST OF RUPPLE
ROAD AND EAST OF BRIDGEPORT SUBDIVISION,
CONTAINING APPROXIMATELY 20.9 ACRES,
AMENDING THE OFFICIAL ZONING MAP OF THE
CITY OF FAYETTEVILLE; AND ADOPTING THE
ASSOCIATED RESIDENTIAL DEVELOPMENT PLAN
AS APPROVED BY THE PLANNING COMMISSION

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

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

From RSF-4, Residential Single Family, four units per acre
and RSF-1, Residential Single Family, one unit per acre, to
R-PZD 05-1463 as shown in Exhibit "A" attached hereto and
made a part hereof.

Section 2: That the change in zoning classification is based upon the approved
master development plan and development standards as shown on the preliminary plat and all
conditions of approval determined appropriate and approved by the Planning Commission on
June 27, 2005.

Section 3: That this ordinance shall take effect and be in full force at such time as
all of the requirements of the development plan have been met.

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

PASSED and APPROVED this 19th day of July, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
R-PZD 05-1463

A PART OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE FRACTIONAL SECTION 1, TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY ON (31) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER, OF SAID EIGHTY (80) ACRE TRACT; THENCE N02°17'42"E 1069.16 FEET; THENCE S87°49'42"E 428.22 FEET; THENCE S87°09'15"E 271.79 FEET; THENCE S02°17'42"W 385.47 FEET; THENCE S87°42'18"E 115.00 FEET; THENCE S02°17'42"W 452.00 FEET; THENCE S87°42'18"E 109.00 FEET; THENCE S81°31'56"E 50.29 FEET; THENCE S87°10'33"E 118.38 FEET; THENCE S02°49'27"W 173.53 FEET; THENCE S87°10'42"E 254.30 FEET; THENCE S25°22'44"W 64.97 FEET TO THE SOUTH BOUNDARY OF SAID 80 ACRE TRACT; THENCE N87°10'42"W 1319.64 TO THE POINT OF BEGINNING AND CONTAINING 20.9 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.

**BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

In order to attempt to obtain approval of a request for a zoning reclassification, the owner(s), developer, or buyer of this property, (hereinafter "Petitioners") RESERVE LLC, hereby voluntarily offer this Bill of Assurance and enter into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioners expressly grant to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Chancery/Circuit Court of Washington County and agrees that if Petitioners or Petitioners' heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioners acknowledge that the Fayetteville Planning Commission and the Fayetteville City Council will reasonably rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioners' rezoning request.

Petitioners hereby voluntarily offer assurances that Petitioners and Petitioners' property shall be restricted as follows IF Petitioners' rezoning is approved by the Fayetteville City Council.

1. The use of Petitioners' property described in Exhibit "A" attached hereto shall be limited to those uses permitted by right and by conditional use in the C-2 zoning district, with the exception of the following:

Permitted Uses to be excluded:

- a. Unit 20: Commercial recreation, large sites
- b. Unit 33: Adult live entertainment club or bar

Conditional Uses to be excluded:

- a. Unit 21: Warehousing and wholesale
- b. Unit 28: Center for collecting recyclable materials
- c. Unit 32: Sexually oriented business
- d. Unit 36: Wireless communications facilities

2. Further, the use of the petitioner's property described in Exhibit "A" attached hereto shall **exclude** the following uses in the Use Unit 17 designation:

Buses, Manufactured home sales, Used car lots, farm supplies and equipment and repair, auctioneer, cabinetmaker, tattoo services, taxidermist, tool sharpening repair service and motor repair.

3. The use of the Petitioner's property described in Exhibit "A" attached hereto shall exclude the following specific uses in the Use Unit 19 designation:

Bowling alley, slot car track, skating rink.

4. Petitioners specifically agree that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioners' rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioners' property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, we, RESERVE LLC, as the owners, developers or buyers (Petitioners) voluntarily offer all such assurances and sign our names below.

7-6-05
Date
24 MEADOW ST
Address
FAY AR

Date

Address

TOM TERMINELLA
Printed Name
8-8-11
Signature
RESERVE

Printed Name

Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

Bill of Assurance
Page 3

And now on this the 16 day of July, 2005, appeared before
me, Jamie Terminella and after
being placed upon his/her oath swore or affirmed that he agreed with the terms
of the above Bill of Assurance and signed his name above.

Jamie Rene Terminella
NOTARY PUBLIC

My Commission Expires:

April 13, 2015

EXHIBIT "A"
RZN 05-1560

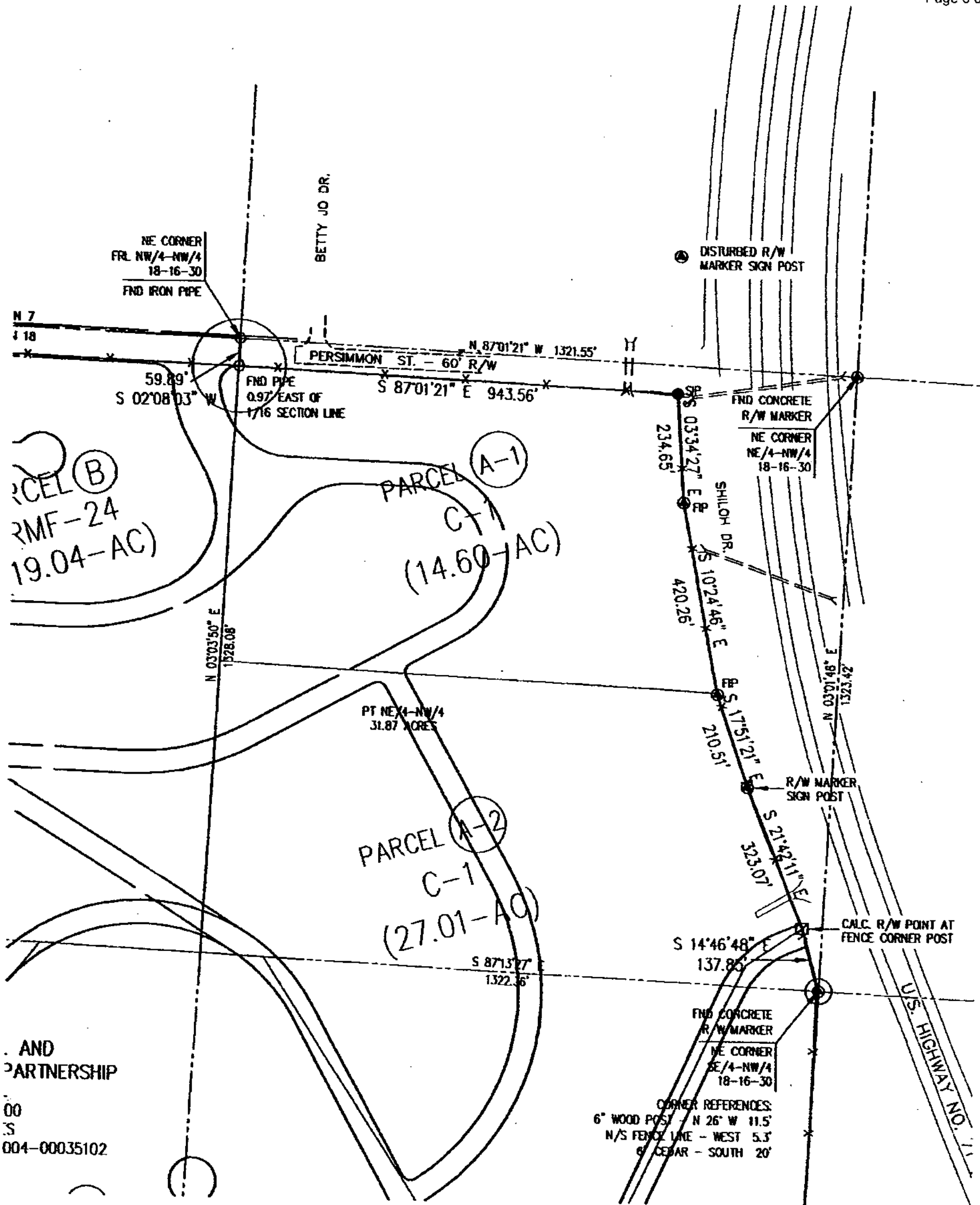
(INSERT LEGAL DESCRIPTION OF PROPERTY AFFECTED BY BILL OF
ASSURANCE)

SURVEY DESCRIPTION : PARCEL "A-1" (C-2 ZONING)

PART OF THE FRACTIONAL NE1/4 OF THE NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY FOR PERSIMMON STREET THAT IS S02°08'03"W 59.89 FEET FROM THE NORTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE ALONG SAID RIGHT-OF-WAY LINE S87°01'21"E 943.56 FEET TO THE WEST RIGHT-OF-WAY FOR INTERSTATE 540 (I-540); THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO COURSES:
THENCE S03°34'27"E 234.65 FEET; THENCE S10°24'46"E 417.06 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY N86°54'54"W 1068.85 FEET; THENCE N03°03'50"E 636.82 FEET; THENCE S87°34'55"E 0.97 FEET TO THE POINT OF BEGINNING, CONTAINING 14.60 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.



AND
PARTNERSHIP

00
S
004-00035102

ALDERMAN AGENDA REQUEST FORM

C. 20
Amend 74.05 Soliciting From Public Roadway
Page 1 of 6

FOR: COUNCIL MEETING OF JULY 19, 2005

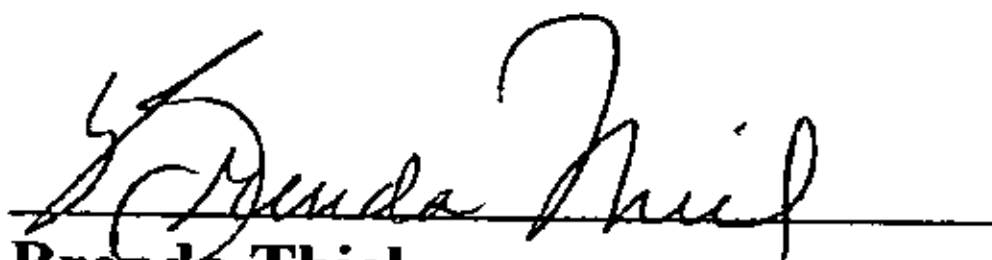
FROM:

ALDERMAN BRENDA THIEL

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §74.05 Soliciting From Public Roadways Or Sidewalks
Prohibited

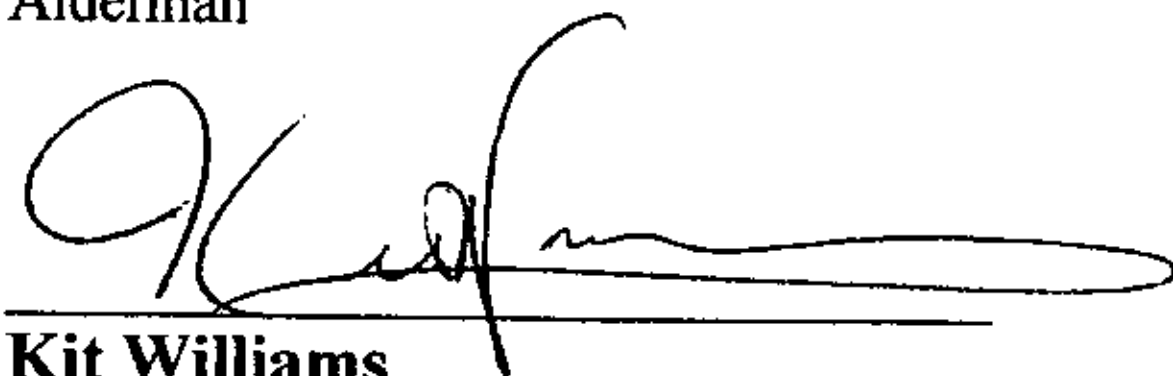
APPROVED FOR AGENDA:



Brenda Thiel

Alderman

7/8/05
Date



Kit Williams

City Attorney (as to form)

7-8-05
Date

7-12-05
Changed
Replace
Current one

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND §74.05 SOLICITING FROM
PUBLIC ROADWAYS OR SIDEWALKS PROHIBITED
AND TO DECLARE AN EMERGENCY**

WHEREAS, 501 (c)(3) charitable organizations with proper insurance and warning devices should be allowed to solicit donations on designated city streets not more than once yearly.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends §74.05 of the Code of Fayetteville, **Soliciting From Public Roadways or Sidewalks Prohibited** by deleting it in its entirety and replacing it with a new §74.05 as shown below:

**"§74.05. Soliciting From Public Roadways Or Sidewalks Prohibited Unless Permit
Granted.**

(A) No person shall stand in a public roadway or upon a public sidewalk for the purpose of soliciting a monetary contribution from any occupant of a motor vehicle, unless a permit has first been obtained from the Parking Manager.

(B) The Parking Manager shall issue a permit to solicit contributions in the public roadway or sidewalk to any charitable organization that is a valid 501 (c)(3) charitable organization under the Internal Revenue Code. Proof of the valid 501 (c)(3) status shall be provided to the Parking Manager.

(C) Permit applications must also be accompanied by a fee of \$25.00 and a certificate of insurance signed by an agent authorized to bind coverage indicating that the applicant has obtained, at their sole expense, insurance coverage:

- (1) That is written by an insurance company with an A- or better rating and is admitted and licensed to do business in the state;
- (2) That is in full force and effect for the duration of the permit period;
- (3) That provides two million dollars of liability coverage per occurrence with no deductible;
- (4) That insures the applicant and all persons who will be soliciting;
- (5) That names the city, its officers, employees and elected representatives as additional insureds; and

(6) That is written on an occurrence basis.

(D) Permits issued under this ordinance shall only be issued for the days of Friday and/or Saturday, and for no hours other than those between 9:00 A.M. and one hour before sunset. Only one permit shall be issued by the City for any particular day or two day period. Permits may be issued to no organization more than once per calendar year. Permits can be issued for a maximum of two separate locations under one permit, but no permit shall be granted which allows solicitation on any federal or state highway. The locations must be approved by the Chief of Police. Permit application must be received by the Parking Manager at least 60 days and no more than one year prior to any date in which the applicant is applying to solicit in the roadway or sidewalk.

(E) The City may only issue six total permits per year on a first come basis.

(F) Any person who is soliciting contributions from a motor vehicle while in the roadway, must be 18 years of age or older and must wear a fluorescent orange visibility vest or shirt. No solicitor shall impede traffic or make physical contact with any motor vehicle (such as tapping on the window or door).

(G) The organization obtaining a permit shall provide an about eight square foot sign at least 50 feet, but no more than 200 feet from the point of solicitation, which states the name of the organization which is soliciting contributions. The sign shall be on both sides of the street and placed so that it does not impede traffic. These signs must be in place only during active solicitation and must be removed during non-permit times. These temporary signs are exempt from Chapter 174 of the Unified Development Code."

Section 2: Emergency Clause. That the City Council of the City of Fayetteville, Arkansas having found that the collection efforts for the Muscular Dystrophy Association will be much more difficult and less effective unless this ordinance goes into immediate effect, declares that this ordinance is necessary to preserve the public peace, health and safety, and thus an emergency exists so that this ordinance shall be in full force and effect from the date of its passage and approval.

PASSED and APPROVED this 19th day of July, 2005.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

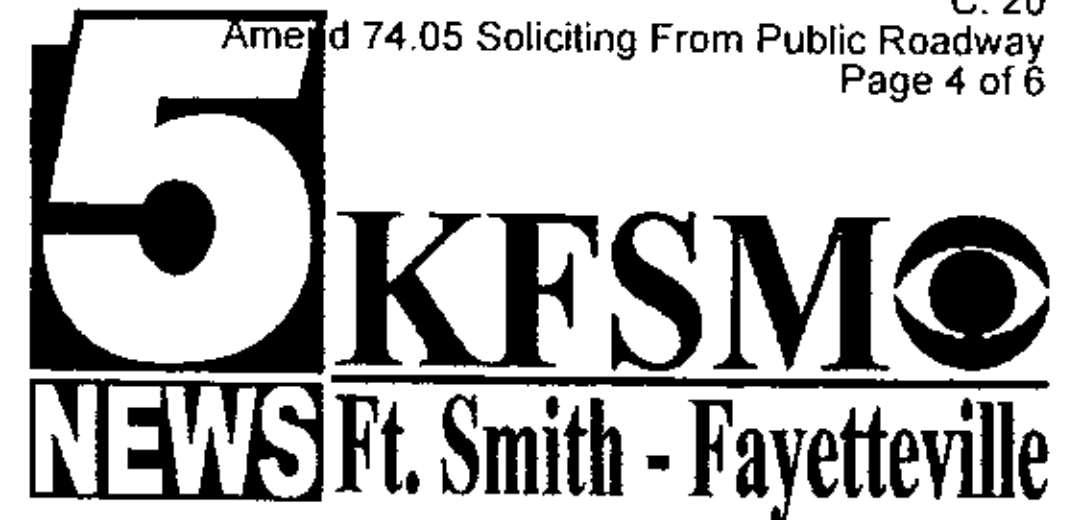
SONDRA SMITH, City Clerk

DRAFT



Jimmy Lewis

MDA TELETHON



July 7, 2005

Brenda Thiel
Fayetteville City Alderman
172 East Willoughby Road
Fayetteville, AR 72701

Dear Brenda,

It was great to speak with you yesterday regarding changing the Fayetteville City Ordinance to allow Fayetteville Firefighters to participate in MDA's Fill the Boot Campaign.

For several years, the Fayetteville Fire Department has supported MDA in the annual "Fill the Boot Drive". Fayetteville Firefighters have always had a commitment to serving their community and are truly dedicated to the fight against neuromuscular disease. I am hoping you will support the Firefighters and consider allowing them to conduct their 2005 Fill the Boot on various city intersections.

Because Firefighters are city employees and public safety officers trained to conduct themselves in traffic, thousands of cities throughout the country with restrictions on street solicitations have elected to issue a waiver for their Firefighters regarding the Fill the Boot campaign. Unlike more other charitable organizations, MDA is able to issue a \$2,000,000 certificate of insurance for the Fayetteville Firefighters, as well as listing the city of Fayetteville as an additional insured. I have enclosed a copy of the insurance certificate, the city ordinance, and permit used for Fort Smith as a point of reference.

The Fill the Boot Drive has allowed the Fayetteville Firefighters to present a positive public image for the City of Fayetteville, the Fayetteville Fire Department and the Muscular Dystrophy Association. Monies collected from this event allow us to offer our local MDA Patient Services Program, providing services free of charge to Fayetteville area families affected by neuromuscular disease. Through the support of the Firefighters, MDA has the ability to pay for flu shots, clinic visits, support groups, MDA Summer Camp, as well as provide assistance with the purchase of wheelchairs, leg braces, and augmentative devices, not to mention, allowing us to conduct valuable research that will one day lead us to a cure!

Firefighters across the nation joined forces with MDA nationally in the battle against neuromuscular disease in 1953. Since then, Firefighters have become MDA's largest sponsoring organization raising over 20 million dollars in 2004. We are asking that you allow the Fayetteville Firefighters, the opportunity to continue supporting the more than 400 children and adults diagnosed with neuromuscular disease served by the Razorback Chapter of the Muscular Dystrophy Association. The Fill the Boot program gives our families the help they need today, and hope for tomorrow. Please feel free to call me if I can answer any questions or concerns. Thanks you so much for your consideration of this request.

Kindest regards,

Nicole S. Moore

Nicole Moore
District Director

1. What type of amendment are we requesting in regards to the ordinance banning street solicitations?

MDA would like to ask the City of Fayetteville to pass an amendment that will allow street solicitations only if the following requirements are met:

- A permit application must be filled out
- The permit application must be accompanied by a certificate of insurance providing \$2,000,000 in coverage – insuring the applicant, all persons who are soliciting, and names the City of Fayetteville, its officers, employees, and elected representatives as additional insured.
- No person under the age of 18 may solicit.
- Names and addresses of all solicitors must be provided, and all solicitors must wear safety apparel.
- Permits may be issued to no person or organization more than ONCE PER CALENDAR for a period of NO MORE THAN THREE CONSECUTIVE DAYS.

2. If the amendment is passed, how will the City of Fayetteville respond to other persons or organizations wanting to conduct street solicitations?

Every person or organization that applies for the solicitation permit and meets the stringent permit requirements will be granted permission to conduct street solicitations. Therefore, every person or organization is asked to meet the same requirements – no one person or organization is treated any differently.

3. Will passing this amendment open the door to other organizations "storming the intersections"?

No. If the amendment is passed with the above requirements, solicitation permits will only be granted to the few persons or organizations that are capable of meeting such requirements and can therefore conduct a safe street solicitation campaign.

4. How will the issue of safety be addressed?

- Who better than Firefighters to conduct street solicitation – no other group is trained more extensively on public safety.
- All traffic must come to a stop before a vehicle can be approached.
- All solicitors must be at least 18 years of age and wear safety apparel.
- Warning signs will be posted 150 feet from the collection site.

5. *Why is it necessary for the Firefighters to conduct their Fill the Boot campaign on street corners – couldn't they raise just as much money collecting in front of Wal-Mart or conducting some other type of fundraising event?*

There are very few MDA events that can produce the type of income in a short period of time like the Fill the Boot program when conducted on street corners. As you can see from the attached Razorback Chapter Honor Roll, the departments how collect \$10,000+ are all conducting their Fill the Boot campaign on street corners (and they spend much less time doing it than those who collect in front of Wal-Mart).

The Firefighter/MDA partnership celebrated its 50-year anniversary in 2003 and it has become an American tradition for adults and kids alike to help "Jerry's Kids" by giving change to their local Firefighters for the Fill the Boot Campaign. The Fayetteville Firefighters have supported MDA in the past and are ready to take their Fill the Boot program to the next level and give cities like Fort Smith, Van Buren, Rogers, and Springdale a run for their money! Thousands of cities across the country allow their Firefighters to conduct their Fill the Boot campaigns at intersections and on the streets. We hope you will consider giving our Fayetteville Firefighters the same opportunity. Please vote in favor of passing an amendment to the street solicitation ordinance. Your support will mean so much to MDA, the families we serve, and the local Firefighters.

I would greatly appreciate the opportunity to address any further questions or concerns you may have regarding this request. Thanks so much for your consideration.

Nicole Moore
District Director
Razorback Chapter of MDA
6101 Hwy 271 South
Fort Smith, AR 72908
479-646-0022 Office
479-646-1464 FAX
nmoore@mdausa.org

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 19, 2005**

A meeting of the Fayetteville City Council will be held on July 19, 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 and July 5, 2005 City Council meeting minutes.**
- 2. Survey & Research Center Proposal Approval:** A resolution approving a proposal from the Survey Research Center (SRC) at the University of Arkansas in the amount of \$29,312.05 with a not-to-exceed cost of \$30,000.00 for the development and implementation of a citizen survey; and approving a budget adjustment in the amount of \$5,000.00.
- 3. McGoodwin, Williams and Yates, Inc. Contract Approval:** A resolution approving a contract with McGoodwin, Williams and Yates, Inc. in the amount of \$93,800.00 to provide professional engineering, surveying, bidding and construction observation services for the 24" Waterline Replacement Project.
- 4. Parking Space Lease Agreement:** A resolution approving lease agreements for twenty six (26) parking spaces located in Fayetteville Municipal Parking Lot 1 located at 160 West Mountain Street for one (1) year with four (4) additional one-year renewal times.
- 5. ECO Inc. Contract:** A resolution approving Amendment No. 2 to the contract with ECO, Inc. in the amount of \$598,329.00 to provide construction phase services for all Wastewater System Improvements Projects (WSIP); and approving a 10% project contingency in the amount of \$59,832.00.

6. **RJN Group, Inc. Contract Amendment:** A resolution approving an amendment to the contract with RJN Group, Inc. in the amount of \$165,031.00 for additional design and bidding services associated with Wastewater System Improvements Project (WSIP) WL-1, WL-3, and WL-4.
7. **WSIP EL-1 and EL-2 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$189,026.00 for the purchase of easements required for Wastewater System Improvement Projects (WSIP) EL-1 and EL-2; and approving a 10% contingency in the amount or \$18,900.00.
8. **WSIP WL-5 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$21,380.00 for the purchase of easements required for Wastewater System Improvement Project (WSIP) WL-5; and approving a 10% contingency in the amount of \$21,380.00.
9. **Jack Tyler Engineering Bid Award:** A resolution awarding Bid #05-50 to Jack Tyler Engineering of Arkansas, Inc. in an amount not to exceed \$13,350.17 to rebuild the Flight submersible pump at Lift Station No. 21; and approving a 10% Contingency in the amount of \$1,335.00.
10. **Water and Wastewater Maintenance Facility Furniture Purchase:** A resolution approving the purchase of 62 lockers and other furnishings for the new Water and Wastewater Maintenance Facility form MISSCO Contract Sales, LLC in the amount of \$207,626.67; and approving a Budget Adjustment in the amount of \$19,843.00.

B. UNFINISHED BUSINESS:

1. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*
2. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*
3. **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 at the July 5, 2005 City Council meeting.*
4. **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 at the July 5, 2005 City Council meeting.*

5. **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 at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*

C. NEW BUSINESS:

1. **Amend § 34.23 Purchases and Contracts Not In Excess of \$10,000.00:** An ordinance to Amend § 34.23 Purchases and Contracts Not in Excess of \$10,000.00 of the Code of Fayetteville.
2. **Amend § 34.25, City Owned Supplies, Equipment, Or Materials:** An ordinance amending § 34.25, of the Code of Fayetteville, regarding the sale of city -owned supplies, equipment, or materials.
3. **Amend Chapter 34, Internet Auctions:** An ordinance amending Chapter 34 of the Code of Fayetteville, to allow reverse internet auctions for the purchase of goods and services.
4. **Approval of the Purchase of One Commercial Drop Box Vehicle and the Hiring of One Driver for Solid Waste:** A resolution authorizing the hiring of one (1) full-time employee (Driver) in the Solid Waste & Recycling Division; approving the purchase of one (1) commercial drop-box vehicle in the amount of \$141,800.00; and approving a budget adjustment in the amount of \$196,550.00.
5. **Unified Development Ordinance Amendments; Outdoor Lighting:** An ordinance amending Title XV, Unified Development Code, City of Fayetteville Code of Ordinances, repealing certain sections regarding outdoor lighting installations.
6. **Planning Commission Appeal (HondaPro):** A request to appeal the Planning Commission's motion to deny rezoning request RZN 05-1524 rezoning Lots 14, 15 and 16 of the Parker's Plat of Valley View Acres from RSF-4, Residential Single Family, 4 Units Per Acre and R-O , Residential Office, to C-2, Thoroughfare Commercial.
7. **Planning Commission Appeal (Rapido Rabbit Carwash):** A request to appeal the Planning Commission's motion to deny Administrative request ADM 05-1582 for Rapid Rabbit Carwash located south of Wedington Drive and west of Shiloh Drive.
8. **Amend Chapter 161, Zoning Regulations, § 161.15 B.1 and § 161.15 B.2 :** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.15 B.1 & Section 161.15 B.2, of the Code of Fayetteville, to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use within the R-O, Residential Office Zoning District.
9. **Amend Chapter 161, Zoning Regulations § 161.17 B.1 and § 161.18 B.1:** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.17 B.1 & Section 161.18 B.1, of the Code of Fayetteville, to add Use Unit 25, Professional Offices as a permitted use, in the C-2, Thoroughfare Commercial and C-3, Central Commercial Zoning Districts.

10. **Amend Chapter 162, Use Units:** An ordinance amending Chapter 162, Use Units, Section 162.01 L.2, of the Code of Fayetteville, to add bail bonding agency to Use Unit 12: Offices, Studios, and Related Services.
11. **VAC 05-1522 (Springwoods):** An ordinance approving VAC 05-1522 submitted by Patrick Hargus for property located at Hwy 112 and Truckers Drive (The Springwoods Planned Zoning District) vacating a utility easement as indicated in the attached map and legal description.
12. **R-PZD 05-1463 (Oakbrooke):** An ordinance establishing a residential planned zoning district titled R-PZD 05-1463, Oakbrooke Phase I, located west of Ruppel Road and east of Bridgeport Subdivision, containing approximately 20.9 acres, amending the Official Zoning Map of the City of Fayetteville; and adopting the associated Residential Development Plan as approved by the Planning Commission.
13. **RZN 05-1546 (Mathias):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1546 for approximately 1.20 acres located at the northwest corner of Highway 45 and Box Avenue from RSF-4, Residential Single Family, 4 Units Per Acre to R-O, Residential Office.
14. **RZN 05-1564 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1564 (Mountain Ranch D,F,H,I,J) for approximately 193.66 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RSF-2, Residential Single Family, 2 Units Per Acre.
15. **RZN 05-1563, RZN 05-1566 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1563 (Mountain Ranch C) and RZN 05-1566 (Mountain Ranch G) for approximately 97.71 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RSF-4, Residential Single Family 4 Units Per Acre.
16. **RZN 05-1562 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1562 (Mountain Ranch B) for approximately 19.04 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RMF-24, Residential Multi-Family, 24 Units Per Acre.
17. **RZN 05-1561 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1561 (Mountain Ranch A-2) for approximately 27.01 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial.
18. **RZN 05-1560 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1560 (Mountain Ranch A-1) for approximately 14.60 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-2, Thoroughfare Commercial.
19. **Mansfieldhouse, LLC Lease Agreement:** A resolution approving a lease agreement with Mansfieldhouse, LLC for property located at the northwest corner of Dickson Street and West Avenue to provide parking enforcement and revenue collection services for a proposed 154-space parking lot.

20. Parking Management Staffing Addition: A resolution authorizing the addition of one (1) half-time position in the Parking Management Division; and approving a budget adjustment in the amount of \$7,695.00.

21. RJN, Inc. Design and Bidding Services Contract Amendment: A resolution approving an amendment to the Design and Bidding Phase Services Contract with RJN Group, Inc. in the amount of \$1,659,090.00 for construction phase inspection, engineering and consulting services for the West Side Sewer Line Construction, Hamestring Lift Station Construction, and the Gregg Avenue Lift Station Rehabilitation Projects (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, and WL-7).

22. Remediation Services Contract: An ordinance waiving the requirements of formal competitive bidding and engaging Mid-America Environmental Solutions for the amount of \$70,000.00 to provide emergency environmental remediation services for a Ferrous Chloride Discharge; approving a Budget Adjustment in the amount of \$70,000.00; and declaring an emergency.

D. INFORMATIONAL:

Council Tour: July 18, 2005 – 4:30 P.M.



DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and City Council

THRU: Stephen Davis, Finance & Internal Services Director 

FROM: Kevin Springer, Budget Manager 

DATE: June 20, 2005

SUBJECT: **2005 Citizen's Survey - Proposal from the University of Arkansas (Survey Research Center)**

Recommendations

Staff recommends approval of the proposal from the University of Arkansas' Survey Research Center for the contracting out of a Citizen's Survey. The cost of the contract is \$29,312.05 with a not to exceed amount of \$30,000.

Background

Since 2001, the Budget & Research Division has been responsible for conducting and coordinating citizen surveys. The purpose and benefit was to use the survey results as an informational and a public relations tool between the government and its citizenry. This report assisted City Council and upper management in determining citywide goals and to fulfill the need for gauging how well the City performs in its operations and programs.

In 2001 Budget & Research staff conducted a mail out survey and in 2003 the City contracted with the University of Arkansas (Survey Research Center) for a phone based survey. The goal after this survey was completed, was to send out additional surveys biennially. By performing a survey every other year, a benchmark can be developed to show how newly formed programs are benefiting citizens.

Current Status

City staff has been in the process of conducting a Citizen's Survey for 2005. In looking at the whole process, it has been determined once again that it would be in the City's best interest to contract out the development and implementation of the survey. This is due to several reasons that are listed below.

- Accuracy: A consultant who specializes in surveys is skilled in instrument and sampling designs, statistical reweighting of data, and data analysis.

- Credibility: A consultant is perceived as unbiased and will have a neutral interpretation of results.
- Cost: A consultant will have the skills and tools available to develop and conduct the survey with the most efficient use of time. A consultant will also have an employee base that can perform at a lower hourly rate of cost.
- Staff Time: Currently, staff does not have the required time to conduct a Citizen's Survey in 2005. 2005 is the year that the 2006-2010 Capital Improvements Program process is performed.

To meet the needs of the City in contracting out a Citizen's Survey, City staff has been in contact with the Survey Research Center (SRC) at the University of Arkansas. The Director of SRC, Molly Longstreth, Ph.D, has met with staff and has submitted a proposal to perform a Citizen's Survey for the City of Fayetteville. The proposal is attached to this memo for your information and consideration.

Purchasing Considerations

The City of Fayetteville is exempt from bidding procedures for this proposal. This is due to State Law §19-11-251 allowing agreements between Intergovernmental Agencies such as the University of Arkansas.

Budget Considerations

The cost of contracting out the survey development and implementation will be \$29,312.05. The 2005 requested amount is an increase over the 2003 amount of \$23,639.64 due to the survey length increasing from 17 to 23 minutes per each survey. In addition to the base cost, staff is requesting an additional \$687.95 (2.3%) of contingency to be included, making the total requested amount for approval of \$30,000.

Currently \$25,000 has been budgeted in 2005 to fund the cost of the Citizen's Survey. A budget adjustment for \$5,000 has been attached with the funds coming from the Use of Fund Balance. There is sufficient funding available in General Fund to comply with City Policy and Objectives.

Closing

If you have any questions concerning this survey proposal or the Citizen's Survey process in general, please feel free to contact either myself, or Stephen Davis. Thank you for your attention to this matter.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPOSAL FROM THE SURVEY RESEARCH CENTER (SRC) AT THE UNIVERSITY OF ARKANSAS IN THE AMOUNT OF \$29,312.05 WITH A NOT-TO-EXCEED COST OF \$30,000.00 FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CITIZEN SURVEY; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,000.00.

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 proposal from the Survey Research Center (SRC) at the University of Arkansas in the amount of \$29,312.05 with a not-to-exceed cost of \$30,000.00 for the development and implementation of a citizen survey.

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$5,000.00.

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.
Survey & Research Center Proposal Approval
Page 4 of 40

Budget Year 2005	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested 6/20/2005	Adjustment Number
----------------------------	---	------------------------------------	-------------------

Project or Item Requested:
\$5,000 is requested in the Contract Services Account of the Miscellaneous Program.

Project or Item Deleted:
\$5,000 from the Use of Fund Balance.

Justification of this Increase:
The funding is needed for the contracting out of a Citizen's Survey in 2005.

Justification of this Decrease:
There is sufficient fund balance remaining in General Fund to comply with City Policy and objectives.

Increase Budget (Decrease Revenue)

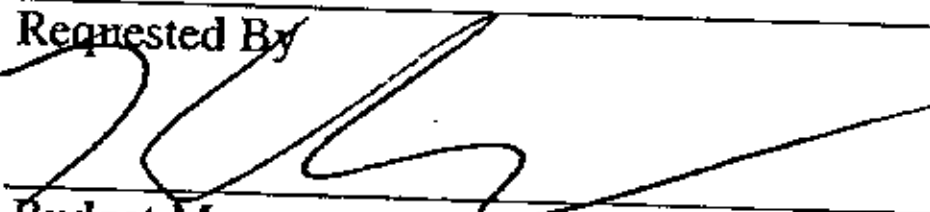
Account Name	Account Number				Amount	Project Number
Contract services	1010	6600	5315	00	5,000	

Decrease Budget (Increase Revenue)

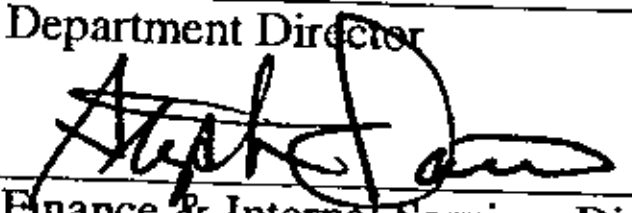
Account Name	Account Number				Amount	Project Number
Use of fund balance	1010	0001	4999	99	5,000	

Approval Signatures

Budget Office Use Only

Requested By  Date **6-20-05**

Budget Manager

Department Director  Date **6-21-05**

Finance & Internal Services Director

Mayor _____ Date _____

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

Initial _____	Date _____
Initial _____	Date _____
Initial _____	Date _____
Initial _____	Date _____



123 Hotz Hall • Fayetteville, Arkansas 72701-1201 • 479.575.4222 • 479.575.2474 (FAX) • src@uark.edu

Survey Research Center

**Proposal to Survey Fayetteville Citizens
for the City of Fayetteville, Arkansas**

March 22, 2005

June 7, 2005

Steven Davis, Finance and Internal Services Director, Co-Principal Investigator
Kevin Springer, Budget Manager, Co-Principal Investigator

This is a revised proposal to survey the citizens of Fayetteville, Arkansas for the City of Fayetteville. Please note that Table 2 has been added to indicate additional costs associated with various lengths of the survey. This version of the survey is about 23 minutes long, whereas the 2003 survey took slightly more than 17 minutes on average to administer. The SRC is happy to work on the details with the City.

Research Design

Telephone survey

The Survey Research Center (SRC) would conduct a telephone survey of citizens of Fayetteville, Arkansas for the numbers of completed interviews needed to assure a desired estimated sampling error. Additional Fayetteville households would be screened in order to augment the number of surveys completed by African American and Hispanic/Latino households. Estimates in Table 1 are offered for interviews approximately 17 and 18 minutes in length. A pre-survey letter would be sent to all sample members for whom an address is available in advance of the telephone survey. In addition, the data would be analyzed with at least one bivariate analysis so as to indicate with more confidence phenomena of interest.

Questionnaire Design & Field Testing

The SRC would work with officials of the City of Fayetteville to revise a questionnaire that addresses the City's objectives for the survey. The 2005 questionnaire would draw on the instrument that the City of Fayetteville used to survey its citizens in 2001 and 2003. With City officials, the SRC would develop a very few additional and/or alternative questions to solicit opinions on issues germane to the current objectives. The 2003 survey took 17.3 minutes on average to administer. If questions are added to that survey, the length would increase. The implications for the budget are presented in the third column in Table 1.

SRC staff would critique the questionnaire, in consultation with the City. In addition, the SRC, in conjunction with the City, would develop the letter, introductory scripts and any desired press releases. The questionnaire and related correspondence must be reviewed by the University of Arkansas (UA) Institutional Review Board (IRB), a process the SRC would facilitate. The IRB

Proposal of a Project to Survey the Citizens of Fayetteville
for the City of Fayetteville
Survey Research Center, University of Arkansas
6/20/2005

reviews the questionnaire and associated correspondence for its suitability for the people who would be surveyed. If the City has the equivalent of the institutional review board, the City would facilitate that review process.

New questions would be critiqued by SRC staff. Experienced interviewers would administer it to each other and critique it. The SRC would subsequently field test approximately 25 questionnaires before beginning the survey. These findings would be shared with City personnel for review. Adjustments to the telephone interview would be made to correct errors or implement desired changes.

Prior to the start of telephoning, a letter would be mailed to all sample members for whom addresses are available, informing them of the nature of the survey and their important role in taking it. The letter establishes credibility for the survey and prepares recipients to receive the call when it comes. City residents are more amenable to answering telephone surveys if they are aware of the survey. The letter is even more effective than general publicity in informing citizens of the survey. The letters would be printed on City of Fayetteville letterhead and mailed in City envelopes.

Please note that the letters would be sent to approximately one-fourth of the sample members. In the last survey, 68 percent of the respondents asked about the letter were cognizant of having received it, although only about 50 percent of the sample members were mailed letters. The remaining sample would be called only. These compose the screening sample.

The effectiveness of the research design depends partially on personalizing the mailings. Therefore, the SRC would print the envelopes, rather than using labels and affix stamps rather than using a machine stamp. Furthermore it is optimal if the City's representative(s) can personally sign the letters, but if not, electronic signatures of the mayor and city council members would be printed on the letters, if the principal investigators agree to this strategy.

It is the SRC's preference that the City, in conjunction with the SRC, prepare a press release or set of press releases so as to inform the sizable fraction of residents who would not receive pre-interview letters of the survey and its purposes.

Proposal of a Project to Survey the Citizens of Fayetteville
for the City of Fayetteville
Survey Research Center, University of Arkansas
6/20/2005

Table 1. Cost estimates of telephone survey implemented with an initial letter, over-sampling of African American and Hispanic citizens and reports for 17- and 18-minutes in length

	Phone survey	Phone survey
Completions	415	415
Estimated sampling error	LE +/- .05	LE +/- .05
Effective sample size for mail & phone	2377	2377
Effective sample size for oversample	1817	1817
Total effective sample size	4194	4194
Questionnaire Length (min.)	17	18
Letter	Yes, partially	Yes, partially
WAGES		
Hourly rate pre-July 1	\$8.72	\$8.72
Total Production Hours	862	893
Total wages pre-July 1	\$7,519.39	\$7,790.87
Hourly rate post-July 1	\$8.98	\$8.98
Total Production Hours	216	223
Total wages post-July 1	\$1,936.24	\$2,006.15
Total Wages	\$9,455.63	\$9,797.02
STAFF SALARIES		
Hourly rate pre-July 1	\$32.04	\$32.04
Staff time (Hours)	172	174
Total staff pre-July 1	\$5,506.38	\$5,589.51
Hourly rate post-July 1	\$32.67	\$32.67
Staff time (Hours)	172	174
Total staff post-July 1	\$5,614.65	\$5,699.41
Total Salaries	\$11,121.03	\$11,288.92
MATERIALS & SUPPLIES		
Printing costs	\$300.00	\$300.00
Postage	\$434.03	\$434.03
Stationary & envelopes	\$0.00	\$0.00
Telephone equipment & long distance	\$180.00	\$180.00
Travel	\$0.00	\$0.00
Sample	\$1,312.85	\$1,312.85
Translating	\$340.00	\$360.00
Ad in Hispanic newspaper	\$40.00	\$40.00
Interviewer rewards	\$62.88	\$65.15
Other materials, equipment & supplies	\$1,480.31	\$1,533.75
Total Materials & Supplies	\$4,220.07	\$4,295.79
TOTAL SURVEY	\$24,796.74	\$25,381.72

Proposal of a Project to Survey the Citizens of Fayetteville
for the City of Fayetteville
Survey Research Center, University of Arkansas
6/20/2005

Table 2. Cost estimates of telephone survey implemented with an initial letter, over-sampling of African American and Hispanic citizens and reports for 20 through 23 minutes in length

PROJECT SPECIFICATIONS	Phone survey, oversampling for African American and Hispanic residents	Phone survey, oversampling for African American and Hispanic residents	Phone survey, oversampling for African American and Hispanic residents	Phone survey, oversampling for African American and Hispanic residents
Completions	415	415	415	415
Estimated sampling error	LE +/- .05	LE +/- .05	LE +/- .05	LE +/- .05
Effective sample size -- mail & phone	2462	2506	2549	2592
Effective sample size for oversample	1817	1817	1817	1817
Total effective sample size	4279	4323	4366	4409
Questionnaire Length (min.)	20	21	22	23
Letter	Yes, partially	Yes, partially	Yes, partially	Yes, partially
WAGES				
Hourly rate pre-July 1	\$8.72	\$8.72	\$8.72	\$8.72
Total Production Hours	995	1026	1057	1088
Total wages pre-July 1	\$8,674.53	\$8,946.01	\$9,217.49	\$9,488.97
Hourly rate post-July 1	\$8.98	\$8.98	\$8.98	\$8.98
Total Production Hours	249	256	264	272
Total wages post-July 1	\$2,233.69	\$2,303.60	\$2,373.50	\$2,443.41
Total Wages	\$10,908.22	\$11,249.61	\$11,590.99	\$11,932.38
STAFF SALARIES				
Hourly rate pre-July 1	\$32.04	\$32.04	\$32.04	\$32.04
Staff time (Hours)	183	185	188	191
Total staff pre-July 1	\$5,860.08	\$5,943.20	\$6,026.33	\$6,109.45
Hourly rate post-July 1	\$32.67	\$32.67	\$32.67	\$32.67
Staff time (Hours)	183	185	188	191
Total staff post-July 1	\$5,975.30	\$6,060.06	\$6,144.82	\$6,229.58
Total Salaries	\$11,835.38	\$12,003.27	\$12,171.15	\$12,339.03
MATERIALS & SUPPLIES				
Printing costs	\$300.00	\$300.00	\$300.00	\$300.00
Postage	\$434.03	\$441.65	\$449.26	\$456.88
Stationary & envelopes	\$0.00	\$0.00	\$0.00	\$0.00
Telephone equipment & long distance	\$180.00	\$180.00	\$180.00	\$180.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Sample	\$1,425.47	\$1,467.08	\$1,508.70	\$1,550.31
Translating	\$400.00	\$420.00	\$440.00	\$460.00
Ad in Hispanic newspaper	\$40.00	\$40.00	\$40.00	\$40.00
Interviewer rewards	\$72.54	\$74.85	\$77.17	\$79.49
Other materials, equipment & supplies	\$1,707.72	\$1,762.30	\$1,816.88	\$1,871.46
Total Materials & Supplies	\$4,629.75	\$4,755.88	\$4,882.01	\$5,008.14
TOTAL SURVEY	\$27,373.36	\$28,019.59	\$28,665.82	\$29,312.05

Proposal of a Project to Survey the Citizens of Fayetteville
for the City of Fayetteville
Survey Research Center, University of Arkansas
6/20/2005

Sample

The SRC would complete surveys of at least 373 citizens of Fayetteville. The estimated sampling error associated with this number of surveys is ± 5 percent if a simple random sample is drawn. A random sample of telephone numbers generated for the City of Fayetteville would be purchased. The longer the survey, the more sample needed.

In order to garner the desired number of completed interviews, each telephone number would be called as many as six times. The SRC cannot guarantee response rates, however optimistic we may be about them. Although the SRC follows methods demonstrated to improve response rates, subject to the client's preferences, we can only carefully follow the agreed-upon research design. Only adults (people age 18 or older) would be interviewed. To improve the gender ratio, these estimates include costs of randomly selecting household respondents.

Oversampling Minority Ethnicity Populations

According to the *2000 Census of Population*¹ African American and Hispanic/Latino residents compose approximately 5 percent each of Fayetteville's population. It is likely that citizens from these two groups hold opinions on the survey topics that differ from those held by citizens of the majority ethnicity.

Both African American and Hispanic/Latino respondents tend to under-respond to surveys. Because they compose a small fraction of the population and they respond to surveys in percentages lower than their representation in the population, proportionately more households from these two groups would be surveyed. To obtain an estimated sampling error of ± 20 percent, approximately 46 people need to be surveyed. This would provide 23 African American and 23 Latino/Hispanic completed responses. Without the additional screening, it is estimated that about 11 African American and 12 Hispanic/Latino residents would complete the survey. In order to obtain surveys from the additional 11 Hispanic/Latino and 12 African American households the SRC would screen households at numerous additional telephone numbers.

These numbers would be screened only. Any household members who identify themselves as African American or Hispanic/Latino would be interviewed until the desired number of completed interview is obtained. Please note, however, these estimates guarantee only that the SRC would call all of these numbers at least six times, if appropriate. The SRC cannot guarantee that 23 surveys would be completed by African American and 23 by Hispanic/Latino Fayetteville residents however diligent the effort.

Bilingual interviewers would interview Hispanic/Latino respondents, if needed. All interviewers are trained to forward Spanish-speaking respondents to the bilingual interviewers.

¹*Census of Population 2000*. U. S. Department of Commerce, Bureau of the Census, DP-1. Profile of General Demographic Characteristics: 2000. Data Set: Census 2000 Summary File 1 (SF1) 100-Percent Data Geographic Area: Fayetteville township, Washington County, Arkansas. Washington, DC.
http://factfinder.census.gov/servlet/QTTable?ds_name=D&geo_id=06000US0514391283&qr_name=DEC_2000_SF1_U_DP1&_lang=en.

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Survey Publicity

The SRC recommends that the City announce the survey in the issues of any of its publications or other appropriate communications media that would be published prior to or coincidentally with the survey. The SRC would gladly provide information needed in the announcement.

Time Line

A tentative time line is shown in Table 2. Because the survey is being revised rather than drafted anew, the initial time period could be shortened significantly. The time line is drafted so as to account for a review via a democratic process, however.

Table 2. Proposed Time Line for Survey of Citizens of Fayetteville

	Telephone Survey	
	Telephone survey, with initial letter and screen for additional African American and Hispanic residents	
	Weeks	Dates
Revise questionnaire	5	April 4 – July 7
Submit questionnaire and letter for IRB review	2	June 20 – July 7
Program telephone interviewing system and test	3	May 16 – July 9
Conduct field tests and review responses	1.5	July 9 – July 11
Request Council Members' and Mayor's signatures (Agenda setting meeting June 28 and Council meeting July 5 & other)	2	June 21 – July 5
Address, print and sign letters and mail	1	July 8 – July 9
Conduct interviews	3	July 14 – August 10
Clean and analyze data and write report	5	August 11 – August 30
Revisions and final report	2	August 30 – September 15

Deliverables

Communication about progress would be made to the principal investigators every week during the period of telephoning or mailing. After the study, the SRC would provide a Data Report. It would include a simple codebook and frequencies of the variables. The data would be delivered electronically in Excel. A short Technical Report and graphic presentation would be written and presented to City officials as desired. In addition, a slightly more in-depth report indicating changes over time would also be written. These would include revisions of charts or figures and up to six or so bivariate analyses. Please note that the latter pertains to tables rather than variables.

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9:

Q01

Let's start with your assessment of Fayetteville. How would you rate Fayetteville as a place to live?

Excellent.....	1
Good	2
Neither good nor poor.....	3
Poor.....	4
Very poor.....	5
Don't know.....	8
Refused.....	9

10:

Q02A

With which one of the following city services are you most satisfied?

[Interviewer: Read the whole list.]

[Definitions: Public Safety Services include Animal Control, the Police and Fire Departments, bicycle patrol, the Crime Prevention Unit and the School Resource officers. These services help to ensure that the citizens of Fayetteville can live safely.]

rotation -> 6	
Utilities	01
Public Safety Services	02
Transportation.....	03
Streets	04
Parks and Recreation Services.....	05
Information Programs.....	06
Other	07 O
Don't know.....	98
Refused	99

11:

Q02B

Here is a second list of city services. With which one of these are you most satisfied?

[Interviewer: Read the whole list.]

[Definitions: Downtown Fayetteville includes the region of Fayetteville bordered by College Avenue and Arkansas Avenue on the east and west and Maple Street and Sixth Street on the north and south.]

rotation -> 6	
Fayetteville Public Library	01
Growth and Development.....	02
Surface and Ground water	03
Downtown Fayetteville.....	04
College Avenue Development.....	05
Housing.....	06
A Clean and Green City.....	07
Other	08 O
Don't know.....	98
Refused	99

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12:

Q03

Which one of the following city services do you think needs the most improvement?

[Definitions: Public Safety Services include Animal Control, the Police and Fire Departments, bicycle patrol, the Crime Prevention Unit and the School Resource officers. These services help to ensure that the citizens of Fayetteville can live safely.]

rotation -> 6		
Utilities	01	=> Q03A
Public Safety Services	02	=> Q03B
Transportation	03	=> Q03C
Streets	04	=> Q03D
Parks and Recreation Services	05	=> Q03E
Information Programs	06	=> Q03F
Other	07 O	=> Q3TX
Don't know	98	=> Q04
Refused	99	=> Q04

13:

Q03A

What aspect of utilities needs the most attention?

rotation -> 4		
Garbage collection	1	=> Q3TX
Recycling	2	=> Q3TX
Water and sewer maintenance services	3	=> Q3TX
Meter reading and utility billing services	4	=> Q3TX
All of the above aspects of utilities	5	=> Q3TX
Other	6 O	=> Q3TX
Don't know	8	=> Q04
Refused	9	=> Q04

14:

Q03B

What aspect of public safety services needs the most attention?

rotation -> 5		
Police	1	=> Q3TX
Fire	2	=> Q3TX
Animal control	3	=> Q3TX
Ambulance	4	=> Q3TX
Disaster preparedness	5	=> Q3TX
All of the above	6	=> Q3TX
Other	7 O	=> Q3TX
Don't know	8	=> Q04
Refused	9	=> Q04

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15:

Q03C

What aspect of transportation needs the most attention?

rotation -> 5		
Ease of car travel in the city	1	=> Q3TX
Ozark Regional Transit/Public transportation	2	=> Q3TX
Razorback Transit	3	=> Q3TX
Alternative transportation such as bicycling and walking	4	=> Q3TX
All of the above	5	=> Q3TX
Other	6 O	=> Q3TX
Don't know	8	=> Q04
Refused	9	=> Q04

16:

Q03D

What aspect of streets needs the most attention?

rotation -> 5		
Street maintenance	1	=> Q3TX
Cleanliness of streets	2	=> Q3TX
Street repair	3	=> Q3TX
Sidewalk maintenance	4	=> Q3TX
Sidewalk accessibility, such as cut-away curbs	5	=> Q3TX
All of the above	6	=> Q3TX
Other	7 O	=> Q3TX
Don't know	8	=> Q04
Refused	9	=> Q04

17:

Q03E

What aspect of parks and recreation services needs the most attention?

[Definitions: Trails pass through corridors of undeveloped land in a city that connect elements of the community such as parks, schools, neighborhoods and shopping centers while offering safe movement to pedestrians. Typically paved and at least 10 feet wide, trails differ from sidewalks in that they pass through more natural settings and don't typically follow the path of traffic.]

rotation -> 8		
Development of new parks	01	=> Q3TX
Park maintenance	02	=> Q3TX
Improvement to existing parks	03	=> Q3TX
Recreational facilities	05	=> Q3TX
Recreation for youth	06	=> Q3TX
Recreation for adults	07	=> Q3TX
Concerts in city parks	08	=> Q3TX
Lights of the Ozarks	09	=> Q3TX
All of the above	10	=> Q3TX
Other	11 O	=> Q3TX
Don't know	98	=> Q04
Refused	99	=> Q04

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18:

Q03F

What aspect of information programs needs the most attention?

[Definitions: Government Access Channel (PEG) appears on COX Channel 3 or Channel 18, depending on the subscriber's location in Fayetteville. Its broadcasts include but aren't limited to: Fayetteville City Council Meetings, Fayetteville City Planning Commission Meetings and Washington County Quorum Court. Public Access Television appears on COX Channel 18. It's operated by Community Access Television (CAT), a nonprofit organization under contract with the city of Fayetteville. CAT's purpose is to provide a channel of free expression for every citizen. The city of Fayetteville exercises no editorial control over CAT.]

rotation -> 4		
Public Access Television (CAT)	1	=> Q3TX
Government Access Channel	2	=> Q3TX
City's information system for resolving complaints	3	=> Q3TX
City website	4	=> Q3TX
All of the above	5	=> Q3TX
Other	6	O => Q3TX
Don't know	8	=> Q04
Refused	9	=> Q04

19:

Q3TX

In order to address <Q03>, would you be willing to pay additional taxes?

Yes	1
Maybe	2
No	3
Don't know	8
Refused	9

20:

Q04

Here is another list of city services. Which of these do you think needs the most improvement?

[Definitions: Downtown Fayetteville includes the region of Fayetteville bordered by College Avenue and Arkansas Avenue on the east and west and Maple Street and Sixth Street on the north and south.]

rotation -> 7		
Fayetteville Public Library	01	=> Q04A
Growth and Development	02	=> Q04B
Surface and Ground water	03	=> Q04C
Downtown Fayetteville	04	=> Q04D
College Avenue Development	05	=> Q04E
Housing	06	=> Q04F
A Clean and Green City	07	=> Q4TX
Other	08	O => Q05
Don't know	98	=> Q05
Refused	99	

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21:

Q04A

What aspect of the Fayetteville Public Library needs the most attention?

rotation -> 7		
Hours open.....	01	=> Q4TX
Books available.....	02	=> Q4TX
Audiovisual items available (eg videos, DVDs, CDs, audiobooks).....	03	=> Q4TX
Computer resources available.....	04	=> Q4TX
Children's and teen programs and services	05	=> Q4TX
Adult programs and services	06	=> Q4TX
Availability of branch libraries	07	=> Q4TX
All of the above	08	=> Q4TX
Other	09	O => Q4TX
Don't know.....	98	=> Q05
Refused	99	=> Q05

22:

Q04B

What aspect of growth and development needs the most attention?

rotation -> 6		
Stricter development standards.....	1	=> Q4TX
Lower development standards	2	=> Q4TX
Limiting growth.....	3	=> Q4TX
Promoting growth.....	4	=> Q4TX
More environmental protection	5	=> Q4TX
Less environmental protection.....	6	=> Q4TX
Other	7	O => Q4TX
Don't know.....	8	=> Q05
Refused	9	=> Q05

23:

Q04C

What aspect of ground and surface water needs the most attention?

rotation -> 3		
Water quality	1	=> Q4TX
Storm drainage.....	2	=> Q4TX
Flood control.....	3	=> Q4TX
All of the above	4	=> Q4TX
Other	5	O => Q4TX
Don't know.....	8	=> Q05
Refused	9	=> Q05

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24:

Q04D

What aspect of Downtown Fayetteville or College Avenue needs the most attention?

[Definitions: Downtown Fayetteville includes the region of Fayetteville bordered by College Avenue and Arkansas Avenue on the east and west and Maple Street and Sixth Street on the north and south.]

rotation -> 2		
Downtown Fayetteville.....	1	=> Q04G
College Avenue	3	=> Q04H
Both areas	4	=> Q4TX
Other	5	O => Q4TX
Don't know.....	8	=> Q05
Refused	9	=> Q05

25:

Q04E

What aspect of housing needs the most attention?

rotation -> 4		
Promote affordable housing.....	1	=> Q4TX
Code enforcement.....	2	=> Q4TX
Public housing	3	=> Q4TX
Funding for safety or handicap accessibility	4	=> Q4TX
All of the above	5	=> Q4TX
Other	6	O => Q4TX
Don't know.....	8	=> Q05
Refused	9	=> Q05

26:

Q04F

What aspect of a clean and green city needs the most attention?

[Definitions: Code Enforcement examples include enforcing city building codes dealing with issues such as abandoned homes and cars, trash, weeds and debris.]

rotation -> 6		
Hillside preservation.....	01	=> Q4TX
Tree planting and landscaping	02	=> Q4TX
Litter pick-up and cleanliness of streets.....	03	=> Q4TX
Removal of power lines from street frontage	04	=> Q4TX
Stronger codes	05	=> Q4TX
Improved code enforcement	06	=> Q4TX
All of the above	07	=> Q4TX
Other	08	O => Q4TX
Don't know.....	98	=> Q05
Refused	99	=> Q05

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27:

Q04G

To continue improving Downtown Fayetteville which would you most prefer?

[Definitions: Downtown Fayetteville includes the region of Fayetteville bordered by College Avenue and Arkansas Avenue on the east and west and Maple Street and Sixth Street on the north and south.]

rotation -> 6		
More housing units in & around downtown	1	=> Q4TX
More attractive buildings and streets	2	=> Q4TX
More entertainment businesses and venues	3	=> Q4TX
More unique retail opportunities attracting shoppers	4	=> Q4TX
Greater ease of access and parking	5	=> Q4TX
More office space	6	=> Q4TX
Don't know	8	=> Q06
Refused	9	=> Q06

28:

Q04H

Which section of College Avenue needs the most attention?

[Interviewer: Don't read "All of College Avenue needs improvement".]

[Use landmarks if needed: Mountain St.: Mountain Inn & Old Courthouse Maple: Papa John's Pizza Sycamore: Traffic light north of McDonald's Rolling Hills: Fiesta Square Shopping Center Zion Rd.: NWA Mall & Lowe's]

Mountain to Maple Street	1
Maple to Sycamore Street	2
Sycamore Street to Rolling Hills Boulevard	3
Rolling Hills Boulevard to Zion Road	4
All of College Avenue needs improvement	5
Don't know	8
Refused	9

29:

Q04I

Which aspect of this section < > of College Avenue needs the most attention?

[Interviewer: If the R tries to choose more than one response or says "all of those" ask them to choose the aspect that needs the most attention. Definitions: Landscape improvements other than trees means weed removal, planting bushes and flowers, etc.]

rotation -> 5	
Planting more trees on the streets	1
Landscaping improvements other than trees	2
Sidewalks	3
Crosswalks	4
Center turn lane	5
Don't know	8
Refused	9

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30:

Q4TX

In order to address <Q04>, would you be willing to pay additional taxes?
Yes..... 1
Maybe..... 2
No..... 3
Don't know..... 8
Refused..... 9

31:

Q05

Okay, let's look at a slightly different subject. Of the following goals for the City of Fayetteville, which is the most important to you? Is it:

[Definitions: Downtown Fayetteville includes the region of Fayetteville bordered by College Avenue and Arkansas Avenue on the east and west and Maple Street and Sixth Street on the north and south.]

rotation -> 6.....
Planned and managed growth..... 1 => Q05A
Development of Downtown Fayetteville..... 2 => Q05B
Development of College Avenue..... 3 => Q05F
Development of South Fayetteville..... 4 => Q05C
Improved mobility and street quality..... 5 => Q05D
A beautiful city- clean and green..... 6 => Q05E
Don't know..... 8 => Q07A
Refused..... 9 => Q07A

32:

Q05A

Which method of managing growth would you most prefer?

rotation -> 5.....
Quality development within existing neighborhoods consistent with neighborhood plans 1 => Q5TX
Develop affordable housing..... 2 => Q5TX
Upgrade infrastructure such as streets and utilities in older parts of Fayetteville 3=> Q5TX
Growth paying for growth-continued use of fees on new construction to pay for needed infrastructure 4=>Q5TX
New planning standards and/or regulations to support alternative development 5=> Q5TX
Don't know..... 8 => Q06
Refused..... 9 => Q06

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33:

Q05B

To continue improving Downtown Fayetteville, which would you most prefer?

[Definitions: Downtown Fayetteville includes the region of Fayetteville bordered by College Avenue and Arkansas Avenue on the east and west and Maple Street and Sixth Street on the north and south.]

rotation -> 6		
More housing units in & around downtown	1	=> Q5TX
More attractive buildings and streets	2	=> Q5TX
More entertainment businesses and venues	3	=> Q5TX
More unique retail opportunities attracting shoppers	4	=> Q5TX
Greater ease of access and parking	5	=> Q5TX
More office space	6	=> Q5TX
Don't know.....	8	=> Q06
Refused	9	=> Q06

34:

Q05C

To improve South Fayetteville, which would you most prefer?

rotation -> 7		
Develop affordable single family housing, including condominiums	1	=> Q5TX
Develop new parks	2	=> Q5TX
Improve existing parks	3	=> Q5TX
Redevelop industrial areas for non-industrial uses	4	=> Q5TX
Develop sidewalks	5	=> Q5TX
Improve South School Avenue	6	=> Q05H
Connect all residents to the city sewer system.....	7	=> Q5TX
Don't know.....	8	=> Q06
Refused	9	=> Q06

35:

Q05D

In order to improve mobility and street quality, which would you most prefer?

Definition: Improve traffic flow may include improving conditions of streets, widening the major streets that already exist, adding new streets, adding stop signs or stop lights and/or adjusting speed limits to reduce travel time and congestion and to improve safety.

rotation -> 4		
Develop more sidewalks.....	1	=> Q5TX
Protect neighborhoods from traffic impacts	3	=> Q5TX
Develop improved public transportation	4	=> Q5TX
Improve traffic flow.....	5	=> Q5TX
Don't know.....	8	=> Q06
Refused	9	=> Q06

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36:

Q05E

To enhance the beauty of Fayetteville, which would you most prefer?

Definitions: Streetscapes involve construction of enhancements to a street to improve the overall appearance and make it more appealing (eg brick crosswalks like those on Dickson Street). Gateways are entrances to a city from a major road or highway (eg interchange on Interstate 540 at the Fayetteville Business District exit near the NW Arkansas Mall.

- rotation -> 7
- | | | |
|---|---|---------|
| Improve appearances of major corridors such as College Avenue | 1 | => Q5TX |
| Preserve hillsides | 2 | => Q5TX |
| Improve quality of parks throughout the city | 3 | => Q5TX |
| Preserve trees | 4 | => Q5TX |
| Enforce codes such as less trash on streets and integrity of structures ... | 5 | => Q5TX |
| Create more attractive streetscapes and gateways or entrances | 6 | => Q5TX |
| Enact a rental property inspection program | 7 | => Q5TX |
| Don't know | 8 | => Q06 |
| Refused | 9 | => Q06 |

37:

Q05F

Which section of College Avenue needs the most attention?

[Interviewer: Don't read "All of College Avenue needs improvement".]

[Use landmarks if needed: Mountain St.: Mountain Inn & Old Courthouse Maple: Traffic light, pizza shop, frame shop Sycamore: Traffic light north of McDonald's Rolling Hills: Fiesta Square Shopping Center Zion Rd.: NWA Mall & Lowe's]

- | | |
|--|---|
| Mountain to Maple Street | 1 |
| Maple to Sycamore Street | 2 |
| Sycamore Street to Rolling Hills Boulevard | 3 |
| Rolling Hills Boulevard to Zion Road | 4 |
| All of College Avenue needs improvement | 5 |
| Don't know | 8 |
| Refused | 9 |

38:

Q05G

Which aspect of this section < > of College Avenue needs the most attention?

Interviewer: If the R tries to choose more than one response or says "all of those" ask them to choose the aspect that needs the most attention. Definitions: Landscape improvements other than trees means weed removal, planting bushes and flowers, etc.

- rotation -> 5
- | | | |
|---|---|---------|
| Planting more trees on the streets | 1 | => Q5TX |
| Landscaping improvements other than trees | 2 | => Q5TX |
| Sidewalks | 3 | => Q5TX |
| Crosswalks | 4 | => Q5TX |
| Center turn lane | 5 | => Q5TX |
| Don't know | 8 | => Q06 |
| Refused | 9 | => Q06 |

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39:

Q05H

Which aspect of S. School Avenue needs the most attention?

Interviewer: If the R tries to choose more than one response or says "all of those" ask them to choose the aspect that needs the most attention.

Definitions: Landscape improvements other than trees means weed removal, planting bushes and flowers, etc.

rotation -> 5
Planting more trees on the streets 1
Landscaping improvements other than trees..... 2
Sidewalks..... 3
Crosswalks..... 4
Center turn lane 5
Don't know..... 8
Refused 9

40:

Q5TX

In order to address <Q05>, would you be willing to pay additional taxes?

Yes..... 1
Maybe..... 2
No 3
Don't know..... 8
Refused 9

41:

Q06

Of the remaining goals for the City of Fayetteville, which is the most important to you?

Definitions: Downtown Fayetteville includes the region of Fayetteville bordered by College Avenue and Arkansas Avenue on the east and west and Maple Street and Sixth Street on the north and south.

rotation -> 5
elimination -> 6
selon Q05.....
Planned and managed growth..... 1 => Q06A
Development of Downtown Fayetteville..... 2 => Q06B
Development of College Avenue..... 3 => Q06F
Development of South Fayetteville 4 => Q06C
Improved mobility and street quality..... 5 => Q06D
A beautiful city- clean and green..... 6 => Q06E
Don't know..... 8 => Q07A
Refused 9 => Q07A

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42:

Q06A

Which method of managing growth would you most prefer? rotation -> 5

Quality development within existing neighborhoods consistent with neighborhood plans	1 => Q6TX
Develop affordable housing.....	2=> Q6TX
Upgrade infrastructure such as streets and utilities in older parts of Fayetteville	3=> Q6TX
Growth paying for growth-continued use of fees on new construction to pay for needed infrastructure	4=>Q6TX
New planning standards and/or regulations to support alternative development	5=> Q6TX
Don't know..... 8	=> Q07A
Refused..... 9	=> Q07A

43:

Q06B

To continue improving Downtown Fayetteville, which would you most prefer?

Definitions: Downtown Fayetteville includes the region of Fayetteville bordered by College Avenue and Arkansas Avenue on the east and west and Maple Street and Sixth Street on the north and south.

rotation -> 6	
More housing units in & around downtown	1 => Q6TX
More attractive buildings and streets	2 => Q6TX
More entertainment businesses and venues	3 => Q6TX
More unique retail opportunities attracting shoppers	4 => Q6TX
Greater ease of access and parking	5 => Q6TX
More office space	6 => Q6TX
Don't know..... 8	=> Q07A
Refused..... 9	=> Q07A

44:

Q06C

To improve South Fayetteville, which would you most prefer?

rotation -> 7	
Develop affordable single family housing, including condominiums	1 => Q6TX
Develop new parks	2 => Q6TX
Improve existing parks	3 => Q6TX
Redevelop industrial areas for non-industrial uses	4 => Q6TX
Develop sidewalks	5 => Q6TX
Improve South School Avenue.....	6 => Q06H
Connect all residents to the city sewer system.....	7 => Q6TX
Don't know..... 8	=> Q07A
Refused..... 9	=> Q07A

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45:

Q06D

In order to improve mobility and street quality, which would you most prefer?

Definition: Improve traffic flow may include improving conditions of streets, widening the major streets that already exist, adding new streets, adding stop signs or stop lights and/or adjusting speed limits to reduce travel time and congestion and to improve safety.

rotation -> 4		
Develop more sidewalks.....	1	=> Q6TX
Protect neighborhoods from traffic impacts	3	=> Q6TX
Develop improved public transportation	4	=> Q6TX
Improve traffic flow.....	5	=> Q6TX
Don't know.....	8	=> Q6TX
Refused.....	9	=> Q07A

46:

Q06E

To enhance the beauty of Fayetteville, which would you most prefer?

Definitions: Streetscapes involve construction of enhancements to a street to improve the overall appearance and make it more appealing (eg brick crosswalks like those on Dickson Street). Gateways are entrances to a city from a major road or highway (eg interchange on Interstate 540 at the Fayetteville Business District exit near the NW Arkansas Mall.

rotation -> 7		
Improve appearances of major corridors such as College Avenue	1	=> Q6TX
Preserve hillsides	2	=> Q6TX
Improve quality of parks throughout the city	3	=> Q6TX
Preserve trees.....	4	=> Q6TX
Enforce codes such as less trash on streets and integrity of structures ...	5	=> Q6TX
Create more attractive streetscapes and gateways or entrances	6	=> Q6TX
Enact a rental property inspection program	7	=> Q6TX
Don't know.....	8	=> Q07A
Refused	9	=> Q07A

47:

Q06F

Which section of College Avenue needs the most attention?

[Interviewer: Don't read "All of College Avenue needs improvement".]

[Use landmarks if needed: Mountain St.: Mountain Inn & Old Courthouse Maple: Traffic light, Pizza Shop, Frame Shop Sycamore: Traffic light north of McDonald's Rolling Hills: Fiesta Square Shopping Center Zion Rd.: NWA Mall & Lowe's]

Mountain to Maple Street	1
Maple to Sycamore Street.....	2
Sycamore Street to Rolling Hills Boulevard.....	3
Rolling Hills Boulevard to Zion Road	4
All of College Avenue needs improvement.....	5
Don't know.....	8
Refused	9

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48:

Q06G

Which aspect of this section <> of College Avenue needs the most attention?

[Interviewer: If the R tries to choose more than one response or says "all of those" ask them to choose the aspect that needs the most attention. Definitions: Landscape improvements other than trees means weed removal, planting bushes and flowers, etc.]

rotation -> 5	
Planting more trees on the streets	1 => Q6TX
Landscaping improvements other than trees.....	2 => Q6TX
Sidewalks.....	3 => Q6TX
Crosswalks.....	4 => Q6TX
Center turn lane	5 => Q6TX
Don't know.....	8 => Q07A
Refused.....	9 => Q07A

49:

Q06H

Which aspect of S. School Avenue needs the most attention?

[Interviewer: If the R tries to choose more than one response or says "all of those" ask them to choose the aspect that needs the most attention. Definitions: Landscape improvements other than trees means weed removal, planting bushes and flowers, etc.]

rotation -> 5	
Planting more trees on the streets	1
Landscaping improvements other than trees.....	2
Sidewalks.....	3
Crosswalks.....	4
Center turn lane	5
Don't know.....	8
Refused.....	9

50:

Q6TX

In order to address <Q06>, would you be willing to pay additional taxes?

Yes.....	1
Maybe.....	2
No.....	3
Don't know.....	8
Refused.....	9

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51:

Q07A

Downtown Master Plan

In the past few years, the City has started a process of revitalizing downtown Fayetteville. Among other things, it has led a process of planning that has resulted in a Downtown Master Plan. How satisfied are you with the planning process? Are you:

[Interviewer: Don't read "haven't heard of the plan". Examples of the revitalization include the Convention Center, moving the library downtown, financing the rebuilding of the Mountain Inn block, remodeling the old Courthouse, redesigning and improving the gardens on the square and improving the Lights of the Ozarks Festival.]

- | | | |
|---|---|--------|
| Very satisfied..... | 1 | |
| Satisfied..... | 2 | |
| Neither satisfied nor dissatisfied..... | 3 | |
| Dissatisfied..... | 4 | |
| Very dissatisfied..... | 5 | |
| Haven't heard of the plan..... | 6 | => Q08 |
| Don't know..... | 8 | => Q08 |
| Refused..... | 9 | => Q08 |

52:

Q07B

Downtown Master Plan

To what extent have you participated in the Downtown Master Planning process? Was it to:

- | | |
|---|---|
| inversion -> 5..... | |
| A great extent..... | 1 |
| Some extent..... | 2 |
| Neither some or a small extent..... | 3 |
| Small extent..... | 4 |
| Have not participated at all in the planning process..... | 5 |
| Don't know..... | 8 |
| Refused..... | 9 |

53:

Q08

Dickson Street Improvements

In the past few years, the City rebuilt and repaved Dickson Street, installed new lighting, installed and repaired sidewalks, gutters and curbs, added handicap accessibility features and added new street crossings, signage and landscaping. How much were the changes worth doing:

- | | |
|---------------------------------------|---|
| Very worth doing..... | 1 |
| Worth doing..... | 2 |
| Neither worth doing nor wasteful..... | 3 |
| Wasteful..... | 4 |
| Very wasteful..... | 5 |
| Don't know..... | 8 |
| Refused..... | 9 |

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54:

Q09

screen [template 0] ->

Q9_4

Fayetteville has initiated several new programs in the last few years. Please tell me which of the following programs you are aware of?

Not aware of any of these programs

Yes..... 1
No..... 2
Don't know..... 8
Refused..... 9

55:

Q9_1

The anti-litter program

Yes..... 1
No..... 2
Don't know..... 8
Refused..... 9

56:

Q9_2

Street Improvements

Yes..... 1
No..... 2
Don't know..... 8
Refused..... 9

57:

Q9_3

New park programming

Yes..... 1
No..... 2
Don't know..... 8
Refused..... 9

58:

Q9_4

Public safety improvements

Yes..... 1
No..... 2
Don't know..... 8
Refused..... 9

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60:

Q09A

City program awareness

How effective has the anti-litter program been?

- | | |
|---|---|
| Very effective | 1 |
| Effective | 2 |
| Neither effective nor ineffective | 3 |
| Ineffective | 4 |
| Very ineffective | 5 |
| Don't know | 8 |
| Refused | 9 |

61:

Q09B

City program awareness

How has the street program changed the quality of your typical ride? Is it:

- | | |
|--------------------------|---|
| A lot smoother | 1 |
| Smoother | 2 |
| The same as before | 3 |
| Rougher | 4 |
| A lot rougher | 5 |
| Don't know | 8 |
| Refused | 9 |

62:

Q09C

City program awareness

How has your use of Fayetteville's parks changed, if at all, as a result of the changes in park programming? Has your park use:

- | | |
|-----------------------|---|
| Increased a lot | 1 |
| Increased | 2 |
| Stayed the same | 3 |
| Decreased | 4 |
| Decreased a lot | 5 |
| Don't know | 8 |
| Refused | 9 |

63:

Q09D

City program awareness

Which of the following public safety services performs the best?

- | | | |
|------------------|---|--------|
| Police | 1 | |
| Fire | 2 | |
| Ambulance | 3 | |
| Don't know | 8 | => HOU |
| Refused | 9 | => HOU |

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64:

Q09E

City program awareness

Which of the following public safety services needs more attention?

elimination -> 3
selon Q09D
Police 1
Fire 2
Ambulance 3
Don't know 8
Refused 9

65:

HOU

Housing types

Now we're going to do something a bit different. For each of the following types of housing in Fayetteville, please tell me if there are too many, too few or if the number of these housing units is just about right.

Click to continue 1

66:

Q10A

Housing for first time buyers [Interviewer: if the R seems hesitant repeat, "Are there too many, too few or just about the right amount of this type of housing".]

Too many 1
Too few 2
Just about the right amount 3
Don't know 8
Refused 9

67:

Q10B

Condominiums [Interviewer: if the R seems hesitant repeat, "Are there too many, too few or just about the right amount of this type of housing". Definitions: Condominiums are individually owned homes or apartments contained in a multi-unit complex or on land owned commonly by all residents.]

Too many 1
Too few 2
Just about the right amount 3
Don't know 8
Refused 9

68:

Q10C

Apartments [Interviewer: if the R seems hesitant repeat, "Are there too many, too few or just about the right amount of this type of housing".]

Too many 1
Too few 2
Just about the right amount 3
Don't know 8
Refused 9

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69:

Q10D

Single family homes [Interviewer: if the R seems hesitant repeat, "Are there too many, too few or just about the right amount of this type of housing".]

Too many..... 1
Too few..... 2
Just about the right amount..... 3
Don't know..... 8
Refused..... 9

70:

Q10E

Housing for older adults [Interviewer: if the R seems hesitant repeat, "Are there too many, too few or just about the right amount of this type of housing".]

Too many..... 1
Too few..... 2
Just about the right amount..... 3
Don't know..... 8
Refused..... 9

71:

Q10F

Affordable housing [Interviewer: if the R seems hesitant repeat, "Are there too many, too few or just about the right amount of this type of housing". Definitions: Affordable housing is housing which costs no more than 30% of a household's annual income.]

Too many..... 1
Too few..... 2
Just about the right amount..... 3
Don't know..... 8
Refused..... 9

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72:

Q11

Switching gears, I'm about to ask you two questions where you can select all the answers that apply. To start, when you want information from the city, how do you get it? Do you obtain it through:

[Definitions: Personal Contact includes such activities as attending City Council meetings, visiting with Council representatives, attending public meetings, visiting City Hall and talking to neighbors, friends or relatives. Newspapers include the Arkansas Democrat Gazette, the Morning News, the NWA Times, Fayetteville Free Weekly and All About Town among others. Radio includes stations such as KUAF, KKEG, KXNA and others. Government Access Channel (PEG) appears on COX Channel 3 or Channel 18, depending on the subscriber's location in Fayetteville. Its broadcasts include but aren't limited to: Fayetteville City Council Meetings, Fayetteville City Planning Commission Meetings and Washington County Quorum Court. Public Access Television appears on COX Channel 18. It's operated by Community Access Television (CAT), a nonprofit organization under contract with the city of Fayetteville. CAT's purpose is to provide a channel of free expression for every citizen. The city of Fayetteville exercises no editorial control over CAT. Internet includes going to the city website or to other websites. Inserts in utility bills are fliers and handbills included in the utility bills mailed by the City. These inserts inform citizens of changes in policy, suggest energy-saving techniques and other things.]

rotation -> 8	
Personal contact.....	01
Newspapers.....	02
Radio.....	03
Public access television (CAT).....	04
Government access channel.....	05
Other television stations	06
Internet.....	07
Inserts in utility bills	08
I don't seek information from the City.....	09
Don't know.....	98
Refused	99

73:

Q12

How do you communicate with the City? Again, please tell me all the answers that apply. Do you:

rotation -> 7	
Attend City Council meetings	01
Visit with City Council representatives	02
Visit with other governmental representatives (eg mayor, city managers).....	03
Communicate via telephone	04
Communicate via letter.....	05
Communicate via e-mail.....	06
Communicate via the city website	07
Don't contact the city	08
Don't know.....	98
Refused	99

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74:

Q13

Fayetteville has grown over the past two years. Would you say that Fayetteville's growth has been:

Much too slow	1
Somewhat too slow.....	2
The right amount	3
Somewhat too fast	4
Much too fast	5
Don't know.....	8
Refused	9

75:

Q14

Fayetteville's business and retail growth has been:

Much too slow	1
Somewhat too slow.....	2
The right amount	3
Somewhat too fast	4
Much too fast	5
Don't know.....	8
Refused	9

76:

Q15

Fayetteville's job growth has been:

Much too slow	1
Somewhat too slow.....	2
The right amount	3
Somewhat too fast	4
Much too fast	5
One of the above, but they're all minimum wage jobs.....	6
Don't know.....	8
Refused	9

77:

MGR

Now we would like your opinions about some options for managing growth. For each question, please tell me whether you are very supportive, supportive, neither supportive nor unsupportive, unsupportive or very unsupportive of the option.

Click to continue..... 1

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78:

Q16

Some citizens want the City to permit additional development within currently developed areas and others want the City to permit development of current farmland on the edges of the city. Which do you prefer, that the City promote quality development:

rotation -> 2
Within existing neighborhoods consistent with neighborhood plans..... 1
On current farmland consistent with city regulations 2
Neither one 3
Don't know..... 8
Refused 9

79:

Q17

How supportive or unsupportive are you of the City buying land to preserve open or green spaces? Are you:

Very supportive 1
Supportive..... 2
Neither supportive nor unsupportive 3
Unsupportive 4
Very unsupportive 5
Don't know..... 8
Refused 9

80:

Q18

How supportive or unsupportive are you for requiring City long-term land use plans?

[Definitions: Long-term land use plans are plans for an area of land that prepares for growth and use of the land over a time span of decades.]

Very supportive 1
Supportive..... 2
Neither supportive nor unsupportive 3
Unsupportive 4
Very unsupportive 5
Don't know..... 8
Refused 9

81:

Q19

How supportive or unsupportive are you for limiting funding for development to only certain areas of the city?

Very supportive 1
Supportive..... 2
Neither supportive nor unsupportive 3
Unsupportive 4
Very unsupportive 5
Don't know..... 8
Refused 9

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June 3, 2004

82:

Q20

Currently 3/4 of a cent of Fayetteville's sales tax is used for sewer improvement. Do you favor or oppose extending the existing 3/4 cent tax to make other infrastructural improvements?

[Interviewer: If the tax is extended, citizens will not see an increase in their sales tax. This will simply extend the duration of the tax to provide money for other infrastructural improvements such as improving city water services and road maintenance.]

Favor.....	1
Oppose.....	2
Unsure.....	3
Refused.....	9

83:

Q21

The City needs to maintain a balanced budget. In order to maintain current city services, which of the following methods do you prefer?

[Interviewer: A voter-approved purpose such as the library]
rotation -> 4

A new special tax dedicated only for a voter-approved purpose	1
Funding the Library from the City's general fund and reducing other city services	2
No additional funding.....	3
Reduce city services	4
Don't know.....	8
Refused	9

84:

Q22

Do you favor or oppose spending additional tax dollars for street improvements?

Favor.....	1
Oppose.....	2
Unsure.....	3
Refused	9

85:

Q23

For which of the following would you be willing to pay an extra \$10.00 to \$20.00 per year in taxes?

rotation -> 4	
Instituting a smart growth plan for the area	1
Buying land for greenspace that would not be developed	2
Buying land to keep farmland from being developed.....	3
Buying land for parks	4
Unwilling to pay any additional taxes	5
Don't know.....	8
Refused	9

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86:

Q24

Safety

Is there any area of Fayetteville where you would be afraid to walk alone at night?

Yes 1
No 2 => Q26
Don't know 8 => Q26
Refused 9 => Q26

87:

Q25

Where?

Enter location here 1 O
Don't know 8
Refused 9

88:

Q26

Safety

How about at home at night-- do you feel safe and secure, or not?

Yes 1
No 2
Don't know 8
Refused 9

89:

DEMO

Demographics

We're nearly done. I just need to ask you a few questions to make sure we've talked to a wide variety of people from all over the city.

Click to continue 1

90:

TENU

Demographics

How long have you lived in Fayetteville?

Less than one year 1
1 to 5 years 2
6 to 10 years 3
11 to 20 years 4
More than 20 years, but not all my life 5
All of my life 6
Don't know 8
Refused 9

91:

STLV

Demographics

On what street do you live?

Enter street 1 O
Don't know 2
Refused 3

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92:

CSST

What is the nearest cross street to your home?

Enter street..... 1 O
Don't know..... 8
Refused..... 9

93:

RES D

Demographics

Which of these best describes your residence:

One family house detached from any other houses 1
One family house attached to one or more houses..... 2
A building with two or more apartments 3
Mobile home..... 4
Other..... 5 O
Don't know..... 8
Refused..... 9

94:

REAS

Demographics

What is the top reason you choose to live in Fayetteville? I have a list: [Interviewer: if the R gives more than one reason, get the TOP reason.]

Close to family..... 01
Quality of life..... 02
Close to work..... 03
Close to the U of A 04
School quality 05
The weather 06
High value for the tax dollar 07
Recreation opportunities 08
Born here 09
All of the above 10
Other..... 11 O
Don't know..... 98
Refused..... 99

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95:

WORK

Demographics

Which of the following best describes you? Are you:

[Interviewer: If the R gives you two answers, ask them which BEST describes them.]

- Working full-time (35 hours a week or more) 01
- Working part-time 02
- Looking for work 03
- Student, not working 04
- Student, working part-time 05
- Student, working full-time 06
- A full-time homemaker 07
- Retired and work part or full-time 08
- Retired and don't work 09
- Other 10 O
- Don't know 98
- Refused 99

96:

CONG

Demographics

- How long, on average, does it take you to get to work (school) one way?
- One quarter hour or less (15 minutes or less) 01
- Half hour (30 minutes) 02
- Three quarters hour (45 minutes) 03
- One hour (60 minutes) 04
- Hour and 15 minutes (75 minutes) 05
- Hour and a half (90 minutes) 06
- Hour and three-quarters (105 minutes) 07
- Two hours (120 minutes) 08
- Two and a quarter hours or more (135 minutes or more) 09
- Don't know 98
- Refused 99

97:

HISP

Demographics

Are you Spanish, Hispanic or Latino?

[Definitions: Spanish, Hispanic or Latino describes people of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or origin, regardless of race (US Census Bureau definition).]

- Yes 1
- No 2
- Don't know 8
- Refused 9

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98:

RACE

Demographics

What is your race?

- White 1
- Black or African-American 2
- Asian or Pacific Islander 3
- American Indian or Alaska native 4
- Other 5 O
- Don't know 8
- Refused 9

99:

EDUC

Demographics

What is the highest degree or level of school you have completed?

- 12th grade or less, no diploma 1
- High school graduate or GED 2
- Some college, no degree 3
- Associate degree (eg AA, AS, vocational school, certificate program) .. 4
- Bachelor's degree (eg BA, BS, AB) 5
- Graduate or professional degree 6
- Don't know 8
- Refused 9

100:

VOTE

Demographics

In 2004, you remember that John Kerry ran for president on the Democratic ticket against George W. Bush for the Republicans. Do you remember for sure whether or not you voted in that election?

- Yes, respondent voted in the last presidential election 1
- No, respondent didn't vote in the last presidential election 2
- Don't know 8
- Refused 9

101:

BYEAR

Demographics

In what year were you born?

- Enter year.....
- Don't know 1898
- Refused 1899

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102:

INCO

Demographics
How much do you anticipate your household's total income before taxes will be in 2005?

[Interviewer: if the R asks why we need this information, explain that it is only to assure that we spoke to a sufficient number of people of different backgrounds.]

- Less than \$15,000..... 1
- \$15,001 to \$25,000..... 2
- \$25,001 to \$35,000..... 3
- \$35,001 to \$50,000..... 4
- \$50,001 to \$75,000..... 5
- \$75,001 to \$100,000..... 6
- More than \$100,000..... 7
- Don't know..... 8
- Refused..... 9

103:

GEND

Demographics
Finally, are you:
Male..... 1
Female..... 2
Refused..... 9

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

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~~5-30-05~~ *July 19, 2005*
~~7 Jun 05~~
City Council Meeting Date

JS
Kevin Springer
Submitted By

Budget & Research
Division

Finance & Internal Services
Department

Action Required:

Approval of a proposal from the Survey Research Center (SRC) at the University of Arkansas for the development and implementation of a Citizen's Survey. The cost of the proposal is \$29,312.05 with a not-to-exceed cost of \$30,000.00.

\$29,312.05 (NTE \$30,000.00)

Cost of this request

\$ 25,000.00

Category/Project Budget (2005)

Services & Charges

Program Category / Project Name

1010.6600.5315.00

Account Number

\$ -

Funds Used to Date

Miscellaneous Program

Program / Project Category Name

\$ 25,000.00

Remaining Balance

General

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Previous Ordinance or Resolution # 71-03

Stephen Dan
Department Director

6-21-05
Date

Original Contract Date:

Original Contract Number:

D.D.P. Whit
City Attorney

6/22/05
Date

Received in City Clerk's Office



Stephen Dan
FINANCE AND INTERNAL SERVICES DIRECTOR

6-23-05
DATE

Received in Mayor's Office



Ken Coody
Mayor

6/23/05
Date

Comments:

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor Dan Coody and City Council

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer

Date: July 6, 2005

Subject: 24" Water Main Replacement
Engineering Contract

RECOMMENDATION

Staff recommends approval of a resolution awarding a contract with McGoodwin, Williams and Yates, Inc., in the amount of \$93,800.00 to provide surveying, engineering design, bidding and construction observation services for the 24" Water Main Replacement project. This project includes replacement of approximately 4,500 LF of 24" waterline, including approximately 1,450 LF in the north-south easement west of and parallel to West Custer Street and the remainder along Morningside Drive and 15th Street.

BACKGROUND

This project was identified in the 2002-2006 Capital Improvement program and placed in the unfunded category. It was the highest priority unfunded project in the 2004 CIP. In early 2004, the City attempted to initiate the project, but funds that were gathered had to be applied to mandatory AHTD widening projects that were first identified in the same time frame.

The existing 24" water main has experienced numerous leaks due to external corrosion. The severity of the leaks has increased significantly in the last two years. Prior to that time, the leaks were (relatively) small, due to holes in the pipe generally less than 2" diameter. There have been three leaks in the last two years that were significantly larger, with linear splits up to 8' long or large chunks (2' x 3') of pipe wall being blown out. These larger leaks significantly increase the risk of property damage to the homes behind which the pipe is installed.

DISCUSSION

McGoodwin, Williams and Yates, Inc. was selected for this project by an engineering selection committee on June 7, 2005. They have worked with the City to develop a contract with a scope of work that covers the items necessary for the design, bidding, and construction observation of this project. It is anticipated that the design will begin in the third quarter of 2005 and be completed in the fourth quarter of 2005 with construction also starting in the fourth quarter of 2005.

BUDGET IMPACT

Water Line Projects as Needed (Project #04020) will be charged the \$93,800.00 required for this design. This project is funded by the Water and Sewer Fund. The costs for this project are estimated to be \$600,000.00 for construction and \$30,000.00 for easements. This estimate is based on an estimated cost of \$133.00 per foot of pipe.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH McGOODWIN, WILLIAMS AND YATES, INC. IN THE AMOUNT OF \$93,800.00 TO PROVIDE PROFESSIONAL ENGINEERING, SURVEYING, BIDDING AND CONSTRUCTION OBSERVATION SERVICES FOR THE 24" WATERLINE REPLACEMENT PROJECT.

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

Section 1. That the City Council of Fayetteville, Arkansas, hereby approves a Contract with McGoodwin, Williams and Yates, Inc. in the amount of \$93,800.00 to provide Professional Engineering, Surveying, Bidding and Construction Observation Services for the 24" Waterline Replacement Project. A copy of the Contract, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and APPROVED this 19th day of July, 2005

APPROVED:

By: _____

DAN GOODY, Mayor

ATTEST

By: _____

SONDRA SMITH, City Clerk

DRAFT

City Of Fayetteville (Not a Purchase Order)										Requisition No.:	Date:
										P.O. Number:	Expected Delivery Date:
Vendor #:	7550	Vendor Name:	McGoodwin, Williams and Yates, Inc.								
Address:	909 E. Rolling Hills Dr.										
City:	Fayetteville	State:	AR	Zip Code:	72703	Ship to code:	90	Fob Point:			
Requester:	Matt Casey	Requester's Employee #:	2119	Account Numbers	5400:5600:5808:00	Extended Cost	\$93,800.00	Unit Cost			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	5400:5600:5808:00	Project/Subproject #	04020		
1	24" Waterline Replacement Engineering Contract										
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: \$93,800.00 Tax: Total: \$93,800.00											

McGoodwin

Williams and Yates, Inc.

Contract Approval

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Revised 6/1/03

Approvals:

Mayor:

Department Director:

Finance & Internal Services Director:

Dispatch Manager:

Purchasing Manager:

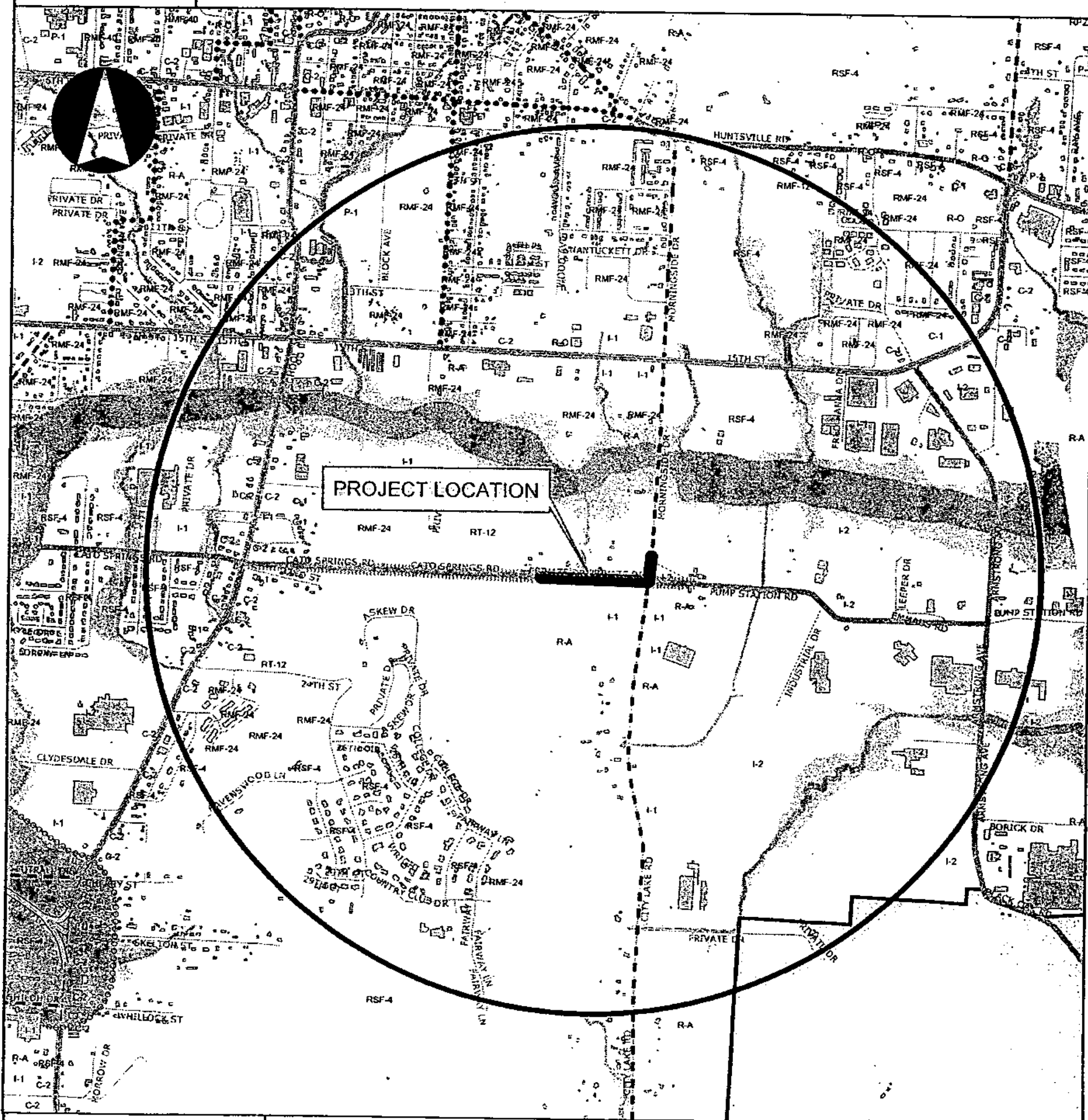
IT Manager:

Other:

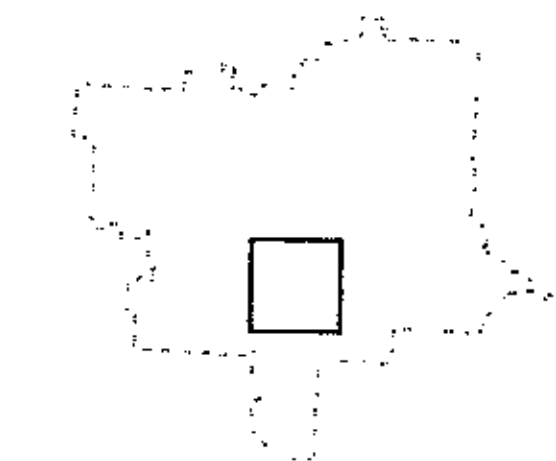
24" WATER LINE REPLACEMENT

McGoodwin, Williams and Yates, Inc. Contract Approval
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One Mile View



Overview



Legend

Subject Property

Boundary

- Planning Area
- Overlay District
- Outside City

Master Street Plan

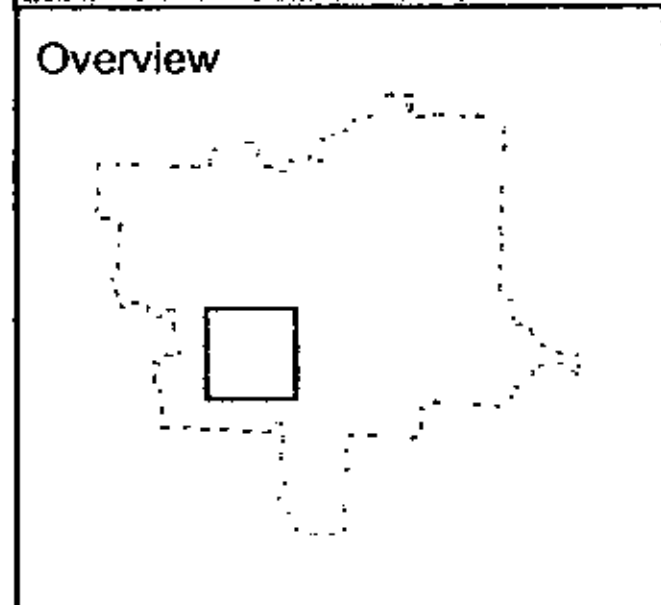
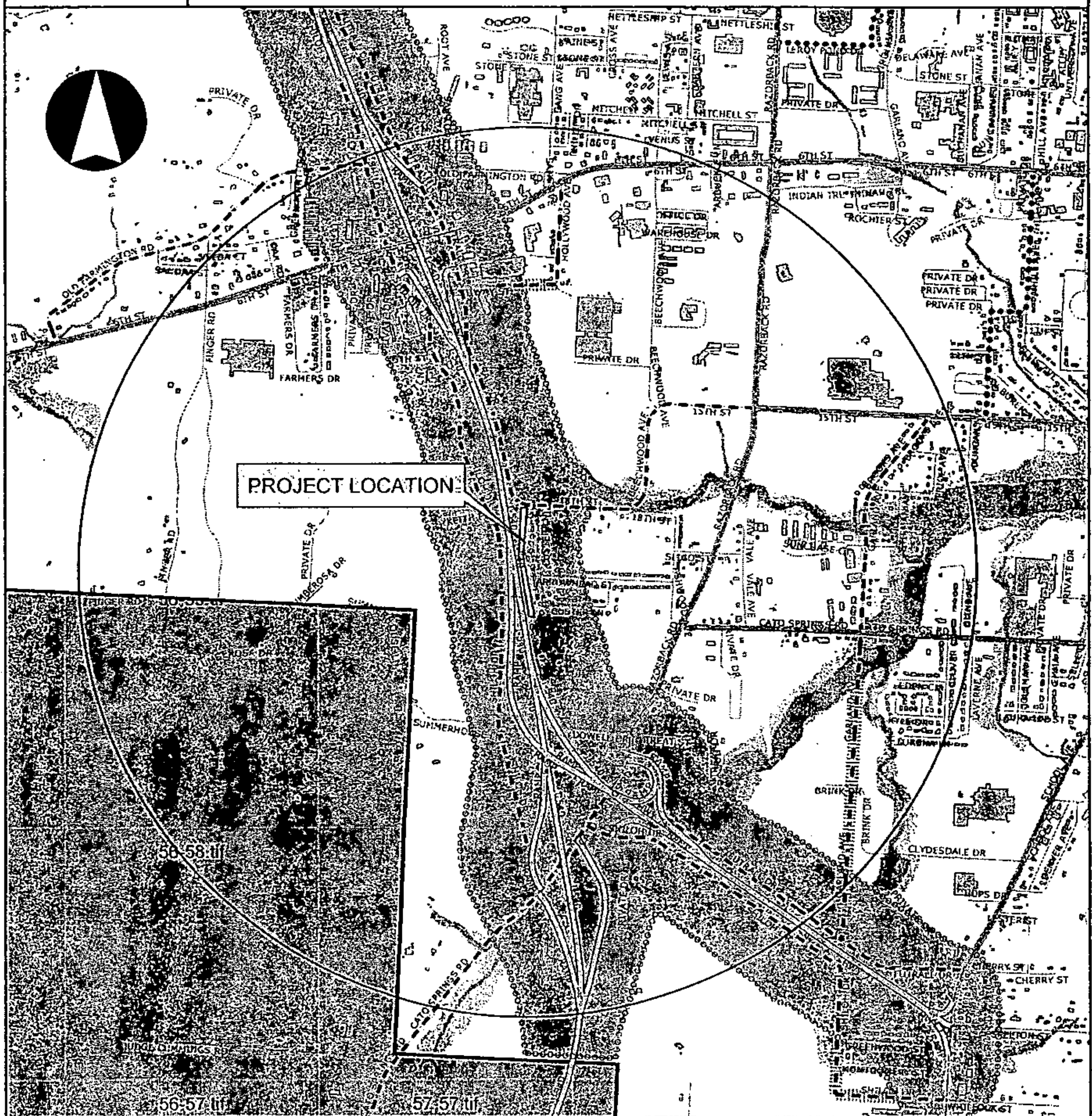
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Collector
- Lot/poly
- Buildings

0 0.125 0.25 0.5 0.75 1 Miles

24" WATER LINE REPLACEMENT

McGoodwin, Williams and Yates, Inc. Contract Approval
A.3.
Page 1 of 36

One Mile View



Legend

Subject Property

LSD05-1542

Boundary

Planning Area

Overlay District

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

dotpoly

Buildings

0 0.125 0.25 0.5 0.75 1 Miles

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
McGOODWIN, WILLIAMS AND YATES, INC.

THIS AGREEMENT is made as of _____, 20____, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McGoodwin, Williams and Yates, Inc. with offices located in Fayetteville, Arkansas (hereinafter called MWY).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, and construction of the City of Fayetteville Water and Sewer Improvements, and in particular the 24-Inch Water Main Replacement at Custer and Morningside (the "Project"). Therefore, CITY OF FAYETTEVILLE and MWY in consideration of their mutual covenants agree as follows:

MWY shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of MWY's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by MWY under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF MWY

2.1 General

2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil engineering services, sitework services, and support incidental thereto.

2.1.1.1 The Scope of Services to be furnished by MWY during the Study and Design Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.1.1.2 The Scope of Services to be furnished by MWY during the Bidding Phase is included in Section 2.3 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.1.1.3 The Scope of Services to be furnished by MWY during the Construction Phase is included in Section 2.4 hereafter and in Appendix A attached hereto and made part of this

2.1.2 Execution of this Agreement will authorize MWY to proceed with the services as described herein.

2.2 Design Services

2.2.1 MWY will perform engineering, surveying, and related services in order to incorporate into the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by CITY OF FAYETTEVILLE, its legal counsel, and other advisors as appropriate, and assist CITY OF FAYETTEVILLE in the preparation of other related documents.

2.2.1.1 Bid documents shall be based on the CITY OF FAYETTEVILLE's standard contract documents and shall incorporate CITY OF FAYETTEVILLE's standard general conditions and forms. Text documents shall be provided to CITY OF FAYETTEVILLE in Microsoft® Word version 97 software. Contract drawings shall be prepared using MWY standard borders, sheet sizes, title blocks and CADD standards. MWY may use their normal software

for the preparation of drawings but the final product shall be provided to CITY OF FAYETTEVILLE in Autodesk AutoCAD version 2000, or later.

- 2.2.1.2 Develop and include in Appendix A of this Agreement for approval by CITY OF FAYETTEVILLE, a project design schedule in which MWY shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by MWY in the completion of this final design. This Schedule shall include reasonable allowances for review and approval times required by CITY OF FAYETTEVILLE, performance of services by CITY OF FAYETTEVILLE's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by CITY OF FAYETTEVILLE, or for delays or other causes beyond MWY's reasonable control.
- 2.2.1.2.1 The progress design schedule shall consist of a tabular list of milestones and calendar days for each phase of services.
- 2.2.1.3 When requested by the CITY OF FAYETTEVILLE's City Engineer, prepare for and attend up to two City Council meetings to provide periodic updates on the progress of the design.
- 2.2.1.4 If the plans and specifications for the project require bids on alternates in addition to a base bid, there shall be no more than three (3) alternates, and the alternates shall be developed and described in accordance with Title 22, Article 9-203 of the Arkansas Code.
- 2.2.2 Prepare technical criteria, written descriptions, design data, and applications necessary for filing applications for permits from or approvals of the following applicable governmental authorities having jurisdiction to review or approve the final design of the Project and assist in securing approvals. Actual Filing and Permit Fees will be paid by the CITY OF FAYETTEVILLE. Assist CITY OF FAYETTEVILLE in consultations with appropriate authorities:
 - 2.2.2.1 Arkansas Department of Health (AHD)
 - 2.2.2.2 Arkansas State Highway and Transportation Department
- 2.2.3 Advise CITY OF FAYETTEVILLE of adjustments in excess of five percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

- 2.2.4 Advise CITY OF FAYETTEVILLE of final Opinion of Probable Project Costs, including, but not limited to, construction, inspection, testing, and one-year performance evaluation.
- 2.2.5 Furnish CITY OF FAYETTEVILLE with five (5) copies of the final Bid Documents.
- 2.2.6 Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 2.2.7 Provide appropriate professional interpretations of data, geotechnical investigations, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials and equipment obtained through subcontract services for authorized Project services including property, boundary, easement, right-of-way, topographic, and utility surveys; noting zoning and deed restrictions.
 - 2.2.7.1 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided and the value of the subcontract agreement.
 - 2.2.7.2 Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the Schedule contained in Appendix A.
- 2.2.8 Design shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, at the applicable completion levels outlined in Appendix A.
- 2.3 Bidding Phase
 - 2.3.1 Arrange for bidding notices to be sent to contractors publishing services and direct mailing to contractors of record. Notices shall comply with requirements of CITY OF FAYETTEVILLE. The legal notice to be placed in legal notices section of a local newspaper(s) of countywide and statewide circulation and shall be coordinated with CITY OF FAYETTEVILLE purchasing agent and an affidavit of publication secured.
 - 2.3.2 Prepare addenda for drawings and Bid Documents as required and submit to CITY OF FAYETTEVILLE in timely manner such that addenda can be issued by MWY in accordance with Construction Contract General Conditions.
 - 2.3.3 Secure updated state and federal wage rate decisions and incorporate into the Bid Documents. Update wage rate decision by addendum if necessary.

- 2.3.4 Assist CITY OF FAYETTEVILLE by issuing and tracking Bid Documents, addenda and communications during bidding and maintain list of plan holders. Print and distribute copies of plans and specifications for all prospective bidders and plan rooms. Collect from prospective bidders an appropriate non-refundable fee to offset cost of reproducing and distributing Bidding Documents.
- 2.3.4.1 MWY shall organize, attend, convene, and conduct a Pre-Bid Conference, if required by CITY OF FAYETTEVILLE, to explain the project requirements and receive questions from prospective bidders. MWY shall consider the questions received and issue necessary clarifications and changes to the Bid Documents through the use of addenda.
- 2.3.5 Assist CITY OF FAYETTEVILLE in obtaining and evaluating bids and preparing construction contracts.
- 2.3.6 Consult with and advise CITY OF FAYETTEVILLE as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s), hereinafter called "Contractor(s)," for those portions of the work as to which such acceptability is required by the Bid Documents.
- 2.3.7 Make recommendations regarding award of construction contracts.
- 2.3.8 Attend Water and Sewer Committee meeting and the ensuing City Council meeting to recommend action by the respective bodies. Prepare and present a recommendation complete with such supporting information as necessary for the bodies to make an informed decision on the action recommended.
- 2.4 Construction Phase
- 2.4.1 General
- By performing these services, MWY shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, technique, sequences, or procedures of construction. MWY shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractors to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor(s) furnishing and performing the work. Specific services to be performed by MWY are as follows:

2.4.2 Management

MWY's management functions required to complete services to be provided under this Agreement shall include all project correspondence with the CITY OF FAYETTEVILLE, consultation and coordination with the CITY OF FAYETTEVILLE, supervision and coordination of the services provided by MWY including scheduling and assignment of personnel, invoicing, and continuous monitoring of the progress of the services.

2.4.3 Office Support Services During Construction

2.4.3.1 Receive the Contractor's insurance certificates and forward to CITY OF FAYETTEVILLE for review and acceptance by the CITY OF FAYETTEVILLE's legal counsel.

2.4.3.2 Review and comment to CITY OF FAYETTEVILLE on the Contractor's initial and updated construction schedule(s) if requested by CITY OF FAYETTEVILLE. MWY's review shall be for general conformity to the provisions of the Contract Documents, to determine if the Contractor's construction schedule and activity sequence include the completion dates, and construction sequencing for any special conditions. MWY's review shall not include an analysis of Contractor's approach, means and methods of construction for performing the work specified in the Contract Documents.

2.4.3.3 Review and comment to CITY OF FAYETTEVILLE on the Contractor's initial schedule of values and schedule of estimated monthly payments.

2.4.3.4 Review guarantees, bonds, and certificates of inspection, and tests and approvals which are to be assembled by the Contractor(s) in accordance with the construction Contract Documents, and transmit them to CITY OF FAYETTEVILLE. MWY's review is not a legal review to determine if the Contractor's guarantees and bonds comply with all applicable requirements of the Contract Documents.

2.4.3.5 Review drawings and other data submitted by the Contractor as required by the construction Contract Documents. MWY's review shall be for general conformity to the construction Contract Documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident hereto.

2.4.3.6 Interpret construction Contract Documents when requested.

- 2.4.3.7 Review Contractor's applications for payment and supporting data, determine the amounts owed to Contractor, and recommend to the CITY OF FAYETTEVILLE, in writing, concurrence of all payments to Contractor in accordance with the Contract Documents. MWY's review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request.
- 2.4.3.8 Prepare routine Change Orders as required and submit to CITY OF FAYETTEVILLE. Review CITY OF FAYETTEVILLE or Contractor documentation and prepare any additional documentation required to administer the processing of change order, including applications for extension of construction time. Provide opinion to the CITY OF FAYETTEVILLE of the performance by the parties thereto, and make recommendations to CITY OF FAYETTEVILLE on claims of CITY OF FAYETTEVILLE and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but MWY shall not be liable for the results of any such interpretations, opinions, recommendations, or decisions rendered by MWY in good faith.
- If required, evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of CITY OF FAYETTEVILLE. Services related to unusually complex or unusually numerous claims are considered an Additional Service.
- 2.4.3.9 Provide monthly progress reports to CITY OF FAYETTEVILLE.
- 2.4.3.10 Review and make recommendations regarding "or equal" submittals in accordance with Construction Contract General Conditions.
- 2.4.3.11 Provide to the CITY OF FAYETTEVILLE, in a format acceptable to the CITY OF FAYETTEVILLE, such progress reports; pay applications; project summaries; and other data as may be required, for posting by others on a project web site to allow the public to monitor and review the activities; materials; and financial status of the project. Update the data supplied to the CITY OF FAYETTEVILLE when requested.
- 2.4.4 Field Support Services During Construction
- 2.4.4.1 Conduct the preconstruction conference. MWY shall prepare an agenda for the conference, and prepare and distribute minutes. The preconstruction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical construction sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

- 2.4.4.2 Conduct a monthly progress meeting with Contractor, if requested by CITY OF FAYETTEVILLE, and prepare and distribute minutes of the meeting. While on-site, observe progress of the work, and consult with CITY OF FAYETTEVILLE and the Contractor concerning problems and/or progress of the construction.
- 2.4.4.3 A professional engineer will make periodic site visits. These site visits will be at intervals appropriate to the stages of construction to consult with and advise the Resident Project Representative, observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents.
- 2.4.4.4 Investigate any unforeseen subsurface conditions or unforeseen underground facilities that may be encountered in accordance with Construction Contract General Conditions. Submit written conclusions to CITY OF FAYETTEVILLE.
- 2.4.4.5 Investigate claims of CITY OF FAYETTEVILLE and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction Contract Documents. Submit written conclusions to CITY OF FAYETTEVILLE.
- 2.4.4.6 Conduct a Substantial Completion inspection of the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit written results of the inspection to CITY OF FAYETTEVILLE and the Contractor.
- 2.4.4.7 Conduct a final inspection to determine if the construction is completed. MWY shall submit written results to CITY OF FAYETTEVILLE and provide written recommendations concerning final payment to CITY OF FAYETTEVILLE, including a list of items, if any, to be completed prior to making such payment.

SECTION 3 - ADDITIONAL SERVICES OF MWY

3.1 General

- 3.1.1 If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by MWY, MWY shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:
 - 3.1.1.1 In securing necessary interest in lands and rights-of-way, including property descriptions, performing boundary surveys, easement preparation, and assistance in negotiations.

3.1.2 Financial Consultation

- 3.1.2.1 Consult with CITY OF FAYETTEVILLE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Administrative Assistance

- 3.1.3.1 Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.4 Furnishing renderings or models of the Project for CITY OF FAYETTEVILLE's use.

3.1.5 Miscellaneous Studies

- 3.1.5.1 Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by CITY OF FAYETTEVILLE.

3.1.6 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.7 Extra Services

- 3.1.7.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE.

3.2 Contingent Additional Services

- 3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond MWY's control, MWY shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to MWY. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, MWY shall have no obligation to provide those services.

- 3.2.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:
 - 3.2.2.1 Required because of inconsistent approvals or instructions previously given by CITY OF FAYETTEVILLE, including revisions made necessary by adjustments in CITY OF FAYETTEVILLE's program or Project Budget.
 - 3.2.2.2 Required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of MWY:

- 4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 4.2 Assist MWY by placing at MWY's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.3 Guarantee access to and make all provisions for MWY to enter upon public and private property as required for MWY to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by MWY and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to MWY whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.

- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.
- 4.9 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements of the Wastewater System Improvement Project.
- 4.10 Furnish, or direct MWY to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.11 If CITY OF FAYETTEVILLE's standard bidding requirements, Agreement forms and General Conditions are to be used, CITY OF FAYETTEVILLE shall provide copies of such documents for MWY's use in coordinating the Contract Drawings and Specifications.
- 4.12 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to MWY in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. MWY will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The project design time schedule is described in detail in Appendix A.

SECTION 6 - PAYMENTS TO MWY

- 6.1 Compensation
 - 6.1.1 Design Phase Services

A. Preliminary Engineering Report (including Topographical Survey)

For the Scope of Services during the Preliminary Engineering Report Phase described herein, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of Twenty Thousand Five Hundred United States Dollars (US \$20,500.00).

B. Design and Preparation of Construction Plans and Specifications

For the Scope of Services during the Design Phase described herein for the design and preparation of construction plans and specifications, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of Twenty-Five Thousand Five Hundred United States Dollars (US \$25,500.00).

6.1.1.1 Subject to the City Council approval, adjustment of the lump sum amount may be made should MWY establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

6.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Design services consistent with MWY's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by MWY and approved by CITY OF FAYETTEVILLE. Statements will be made on MWY's estimated percent completed at the end of the preceding month.

6.1.2 Bidding Phase Services

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of Seven Thousand Eight Hundred United States Dollars (US \$7,800.00), payable in one installment, due upon receipt of bids.

- 6.1.2.1 Subject to prior City Council approval, adjustment of the lump sum amount may be made should MWY establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.
- 6.1.2.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Bidding Phase services consistent with MWY's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by MWY and approved by CITY OF FAYETTEVILLE.
- 6.1.3 Construction Phase Services
 - 6.1.3.1 For the Scope of Services during the Construction Phase described herein, CITY OF FAYETTEVILLE shall pay MWY the sum not to exceed Forty Thousand United States Dollars (US \$40,000.00), unless amended in accordance with Paragraph 6.1.5.
- 6.1.4 The CITY OF FAYETTEVILLE agrees that MWY's not-to-exceed upper limit for this Agreement is based on the durations indicated in Appendix A, and if the construction period or operation period is extended that MWY shall be entitled to additional compensation.
 - 6.1.4.1 Hourly billing rates plus reimbursable direct expenses shall be used as the basis for determining payment to MWY for the costs incurred by MWY while providing the services described in this Amendment No. 1. Costs include but not limited to the salaries and benefits paid to employees engaged directly in providing the services and profit. The current hourly billing rates are included as Appendix B to this Amendment. Rates will be adjusted each January 1.
 - 6.1.4.2 The following direct expenses are considered reimbursable and are included in the not-to-exceed amount.
 - 6.1.4.2.1 For outside expenses incurred by MWY, such as authorized travel and subsistence, commercial services, courier deliveries, and incidental expenses, the cost to MWY plus 5 percent.

6.1.4.2.2 Subcontract costs times 1.05.

6.1.4.3 The following direct expenses are also considered reimbursable and are not a part of the not-to-exceed amount.

6.1.4.3.1 Charges of special consultants requested by CITY OF FAYETTEVILLE.

6.1.4.3.2 Special insurance coverage required by CITY OF FAYETTEVILLE.

6.1.4.3.3 Local taxes or fees applicable to the engineering work or payments therefor.

6.1.4.3.4 Cost of acquiring any other materials or services specifically for and applicable to only this project.

6.1.4.4 It is understood and agreed that MWY shall keep records of costs and expenses on the basis of generally accepted accounting practice, and records shall be available for inspection at reasonable times.

6.1.5 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services," compensation to MWY shall be negotiated at the time Additional services are authorized.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on MWY's estimated percent of services completed at the end of the preceding month.

6.3 Payments

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

6.4 Final Payment

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

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

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

7.1.2 Construction Contractors shall be required to provide Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and MWY as additional insured, or, to endorse CITY OF FAYETTEVILLE and MWY as additional insureds on construction Contractor's liability insurance policies covering claims for personal injuries and property damage. Construction Contractors shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE and MWY. All contract insurance carriers shall be

required to list CITY OF FAYETTEVILLE and MWY as certificate holders, furnishing copies of the Contractor's insurance certificate to each party

7.1.3 CITY OF FAYETTEVILLE and MWY waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of MWY's services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction Contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE and MWY for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 MWY will exercise reasonable skill, care, and diligence in the performance of MWY's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to MWY any defects or suspected defects in MWY's services of which CITY OF FAYETTEVILLE becomes aware, so that MWY can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE and MWY further agree to impose a similar notification requirement on all construction contractors in the Bid Documents and shall require all subcontracts at any level to contain a like requirement. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of MWY.

7.2.2 In addition MWY will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by MWY's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by MWY relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on MWY's experience, qualifications, and judgment as a design professional. Since MWY has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of

determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, MWY does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by MWY.

7.4 Changes

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

7.5 Termination

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

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

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

7.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that MWY is given:

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

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

7.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

7.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work.

7.5.3.2 Any payment due to MWY at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of MWY's default.

7.5.4 If termination for default is effected by MWY, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to MWY for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by MWY relating to commitments which had become firm prior to the termination.

7.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, MWY shall:

7.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

7.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by MWY in performing this Agreement, whether completed or in process.

7.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

7.5.7 If, after termination for failure of MWY to fulfill contractual obligations, it is determined that MWY had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.6 Delays

In the event the services of MWY are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond MWY's reasonable control, MWY shall be entitled to additional compensation and time for reasonable costs incurred by MWY in temporarily closing down or delaying the Project.

7.7 Rights and Benefits

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

7.8 Dispute Resolution

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

7.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.8.3 Notice of Dispute

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

7.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give MWY written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

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

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

7.10 Publications

Recognizing the importance of professional development on the part of MWY's employees and the importance of MWY's public relations, MWY may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to MWY's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to MWY. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of MWY's activities pertaining to any such publication shall be for MWY's account.

7.11 Indemnification

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

7.12 Computer Models

MWY may use or modify MWY's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or MWY may develop computer models during MWY's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by MWY does not constitute a license to CITY OF FAYETTEVILLE to use or modify MWY's computer models. Said proprietary computer models shall remain the sole property of MWY. CITY OF FAYETTEVILLE and MWY will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use MWY's computer models.

7.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specifications, field notes, and data are and remain the property of CITY OF FAYETTEVILLE. MWY may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by MWY as part of the Services shall become the property of CITY OF FAYETTEVILLE when MWY has been compensated for all Services rendered, provided, however, that MWY shall have the unrestricted right to their use. MWY shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of MWY.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. MWY makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

7.14 Notices

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

CITY OF FAYETTEVILLE's address:

City of Fayetteville
ATTN: Ron Petrie, P. E.
113 West Mountain Street
Fayetteville, Arkansas 72701

MWY's address:

McGoodwin, Williams and Yates, Inc.
ATTN: Brad B. Hammond, P. E.
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

7.15 Successor and Assigns

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

7.16 Controlling Law

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

7.17 Entire Agreement

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

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of MWY:

8.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve MWY of responsibility for the technical adequacy of the work. CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8.1.2 MWY shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by MWY's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

8.1.3 MWY's obligations under this clause are in addition to MWY's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against MWY for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and MWY arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

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

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

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

8.3.3.1 Negotiated prime agreements:

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

8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply

to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

- 8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of MWY;
- 8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
- 8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

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

8.5 Gratuities

- 8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that MWY or any of MWY's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to MWY terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- 8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against MWY as it could pursue in the event of a breach of the Agreement by MWY. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not

less than three nor more than ten times the costs MWY incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, MWY 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 Debarment and Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

McGOODWIN, WILLIAMS AND YATES, INC.

By: _____
Brad B. Hammond, P. E., President

ATTEST:

By: _____
James C. Ulmer, P. E., Chief Operating Officer

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A**, consisting of three pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS, AND YATES, INC. dated _____.

Initial:
CITY OF FAYETTEVILLE _____
McGOODWIN, WILLIAMS, AND YATES, INC. _____

The following contains additional Scope of Services tasks.

A.1 General Scope

The work covered by this agreement includes a preliminary engineering report followed by detailed design, preparation of construction drawings and specifications, and assistance during the project bid phase and construction phase for the recommended water line improvements. The scope of the project includes replacement of approximately 4,500 linear feet (LF) of existing 24-inch waterline, including approximately 1,450 LF in the north-south easement west of and parallel to West Custer Street and the remainder along Morningside Drive and 15th Street.

A.2 Specific Scope of Services

MWY shall provide a suitable engineering staff to complete the necessary field surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase and the construction phase of the project, and to provide other services as may be directed by the CITY OF FAYETTEVILLE (Owner). The staff shall consist of engineers, engineering technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner.

MWY will provide the following services:

A.2.1 Preliminary Engineering Report

- a. Perform topographical survey of affected areas.
- b. Develop design alternatives, including utilizing the existing hydraulic water model to investigate design scenarios.
- c. Develop Opinions of Probable Costs for alternatives. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that MWY makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- d. Evaluate alternatives.
- e. Develop recommendations.
- f. Provide report summarizing alternatives and recommendations.

A.2.2 Detailed Design and Preparation of Construction Plans and Specifications

- a. Prepare final design for the project based on recommendations from the Preliminary Engineering Report.
- b. Prepare detailed construction specifications and drawings.

- c. Prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that MWY makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- d. Submit, on behalf of the Owner, construction specifications, drawings and design criteria for approval to the Arkansas Department of Health and other agencies, if required.

A.2.3 Bidding and Preconstruction Services

MWY will prepare and distribute advertisements for bids, communicate with bidders as required, provide technical interpretation of the plans and specifications, prepare addenda as required, attend and conduct the bid opening, tabulate bids, provide an engineering analysis of the bids received, review contractor references, make recommendations concerning award of the construction contract and assist in the preparation of contract documents. Bid tabulations and supporting documents will be prepared and submitted to the Owner. The scope of services includes advertising and bidding one project and does not include dividing construction contracts into multiple projects and/or bids.

A.2.4 Construction Phase Services

- a. Furnish professional engineers to make visits to the site at appropriate intervals to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, MWY shall have no control over, nor responsibility for the Contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.
- b. Furnish the services of other field personnel for on-the-site observation of construction and for the performance of required construction layout surveys when requested by the Owner. The authority and duties of such Project Representatives are limited to examining the material furnished and observing the work done and to reporting their findings to MWY. MWY will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and MWY will use diligence to see that the Project Representatives are on the job to perform their required duties.
- c. The required construction layout surveys will include the establishment of baselines for locating the work, with a suitable number of benchmarks for site elevation references as shown in the plans and specifications.
- d. Consult with and advise the Owner; issue all instructions to the Contractor requested by the Owner; and prepare routine change orders as required.
- e. Review submittals by the Contractor at the request of the Owner. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the Contractor with the information given in the contract documents. It does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

- f. Furnish to the Owner two copies of the record drawings for the project.

A.3 Project Deliverables

The following will be submitted to the Owner, or others indicated, by MWY as part of the Project.

- Three (3) copies of the Preliminary Engineering Report.
- Five (5) copies of Final Plans and Specifications including opinion of cost.
- Three (3) copies of Final Plans and Specifications to the Contractor.
- Electronic files in accordance with the Agreement.

A.4 Project Design Schedule

MWY shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed (NTP) and shall complete design work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Submit Preliminary Engineering Report (PER)	45 days from NTP issued by Owner
Submit Final Construction Plans and Specifications	30 days from PER Approval by Owner
Anticipated Project Construction	75 days from Award of Construction Contract

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX B – SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2005

This is **Appendix B**, consisting of one page, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS, AND YATES, INC. dated _____.

Initial:

CITY OF FAYETTEVILLE _____

McGOODWIN, WILLIAMS, AND YATES, INC. _____

<u>Classification</u>	<u>Hourly Rate</u>
Engineer 6.....	\$165.00
Engineer 5.....	142.00
Engineer 4.....	130.00
Engineer 3.....	112.00
Engineer 2.....	81.50
Engineer 1.....	66.50
Architect 2	\$ 102.50
Architect 1	95.00
Technician 6.....	\$ 92.50
Technician 5.....	79.00
Technician 4.....	64.00
Technician 3.....	53.00
Technician 2.....	40.00
Technician 1.....	30.00
Admin 5.....	\$ 73.00
Admin 4.....	59.00
Admin 3.....	46.00
Admin 2.....	35.00
Admin 1.....	30.00
GPS Surveying Equipment (when utilized).....	\$ 55.00

Hourly rate schedules will be adjusted annually each January 1.

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
Fayetteville, Arkansas

January 1, 2005

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

A.3.
McGoodwin, Williams and Yates, Inc. Contract Approval
Page 36 of 36

19-Jul-05

City Council Meeting Date

Ron Petrie

Submitted By

Engineering

Division

Operations

Department

Action Required:

Approval of a resolution awarding a contract with McGoodwin, Williams and Yates, Inc. for engineering, surveying, bidding and construction observation services for the 24" Waterline Replacement project.

\$93,800.00

Cost of this request

5400.5600.5808.00

Account Number

04020

Project Number

\$

285,500.00

Category/Project Budget

\$

Funds Used to Date

\$

285,500.00

Remaining Balance

Water Line Projects as Needed

Program Category / Project Name

Water & Sewer Improvements

Program / Project Category Name

Water & Sewer Fund

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

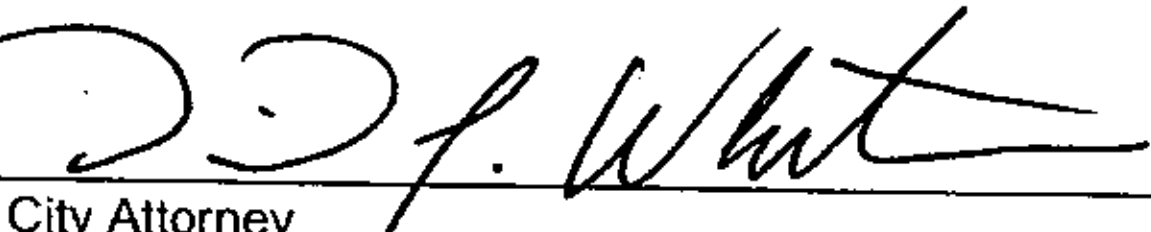

Department Director

6-30-05
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

7/1/05
Date


Finance and Internal Service Director

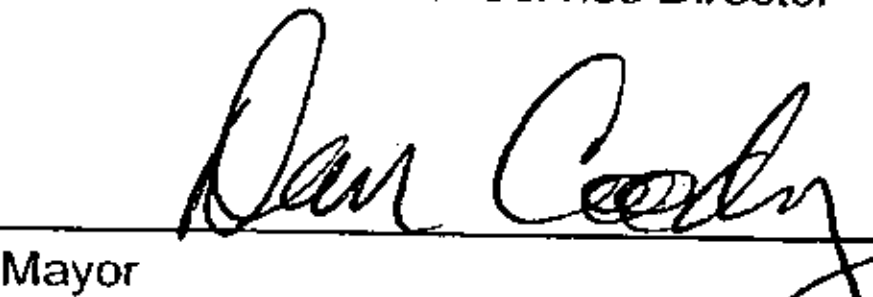
7/5/05
Date

Received in City Clerk's Office



Received in Mayor's Office




Mayor

7/5/05
Date

Comments:

AGENDA REQUEST MEMO

TO: Mayor Dan Coody

THRU: Gary Dumas, Director of Operations

FROM: Sharon Jenkins, Parking Manager

DATE: June 28, 2005

SUBJECT: Approval of Parking Lease Agreements in Parking Lot 1

RECOMMENDATION

Staff recommends approving a Parking Lease Agreements on 26 parking spaces in Lot 1. These spaces are located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a 160 West Mountain Street. The term of each lease will run for one (1) year with the option to renew the lease for four (4) additional one-year terms.

BACKGROUND

During 2000, the City entered into lease agreements on 25 parking spaces in Parking Lot 1. J.D.G. Television d/b/a KNEWA leased 13 spaces; Fulton Enterprises d/b/a Town and Country Shop leased 4 spaces for retail customers; David & Cathy, Inc. leased 2 spaces for retail customers; the remaining 6 spaces are leased to the residents living in the Campbell Bell Building: Gail and Jerry Moore (2), Mr. and Mrs. Ted Belden (2), and David Banks (2). Last year, we leased another space to Lamar Anderson. Each of the 26 spaces lease for \$50.00 per month which totals \$15,600.00 in annual revenues.

The new leases will be arranged as follows:

- ◆ Nexstar Broadcasting – 13 spaces (Space #11, 12, 13, 14, 15, 16, 34, 35, 36, 37, 38, 39, 40)
- ◆ Fulton Enterprises, Inc. – 4 spaces (Space #8, 9, 28, 29)
- ◆ David & Cathy, Inc. – 2 spaces (Space #19, 20)
- ◆ Gail and Jerry Moore – 2 spaces (Space #10, 30)
- ◆ Mr. and Mrs. Ted Belden – 2 spaces (Space #7, 27)
- ◆ North College Development Co., LLC – 2 spaces (Space #17, 18)
- ◆ Alyce A. Beard and Charlotte Bornhouser – 1 space (Space #31)

DISCUSSION

All of these lease agreements will expire this year; individual expiration dates range from July 14, 2005 to September 30, 2005. We chose to bring them all forward to be renewed at the same time to ensure equality and consistency.

BUDGET IMPACT

The total revenue generated from all 26 spaces is \$15,600.00 per year.

RESOLUTION NO. _____

A RESOLUTION APPROVING LEASE AGREEMENTS FOR TWENTY-SIX (26) PARKING SPACES LOCATED IN FAYETTEVILLE MUNICIPAL PARKING LOT 1 LOCATED AT 160 WEST MOUNTAIN STREET FOR ONE (1) YEAR WITH FOUR (4) ADDITIONAL ONE-YEAR RENEWAL TERMS.

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 Lease Agreements for twenty-six (26) parking spaces located in Fayetteville Municipal Parking Lot 1 located at 160 West Mountain Street for one (1) year with four (4) additional one-year renewal terms. Copies of the Lease Agreements marked Exhibit "A" are attached hereto, and made a part hereof.

PASSED and APPROVED this 19th day of July 2005.

APPROVED:

By: _____
DAN GOODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

LEASE

This Agreement, made and entered into this _____ day of _____ 2005, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and Nexstar Broadcasting, 15 South Block Ave. Suite 101, Fayetteville, AR 72701, **Witnesseth:**

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

Thirteen (13) parking spaces, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto Nexstar Broadcasting for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on August 1, 2005, and shall extend for a term of one (1) year, ending at midnight on July 31, 2006. Nexstar Broadcasting shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** Nexstar Broadcasting agrees to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteenth of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** Nexstar Broadcasting agrees to use the lease premises only for the purpose of vehicle parking and placement of three proposed satellite 'receive-only' dishes. Such use shall include construction of a covered parking canopy designed to incorporate and screen the three proposed satellite 'receive-only' dishes. It is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. Improvements. Nexstar Broadcasting may construct a covered parking canopy for the 13 employee parking spaces and may be designed to incorporate and screen three proposed satellite 'receive-only' dishes. Any such improvement shall be solely at the Nexstar Broadcasting's expense.

6. Assignment. Nexstar Broadcasting shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Nexstar Broadcasting from liability for the obligation imposed by this lease. Nexstar Broadcasting may only be released from liability by a specific written release executed by City of Fayetteville.

7. Holdover. Nexstar Broadcasting hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, Nexstar Broadcasting will peaceably deliver possession of the leased premises to City of Fayetteville. In the event Nexstar Broadcasting shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by Nexstar Broadcasting's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Nexstar Broadcasting agrees that it will pay all costs and expenses of such action, including reasonable attorney's fees.

8. Termination. City of Fayetteville hereby reserves the right to terminate this Lease during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2., City of Fayetteville shall compensate Nexstar Broadcasting for all costs associated to relocation of said equipment.

9. Compliance with Laws. Nexstar Broadcasting agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. Non-Waiver. It is agreed that the failure of City of Fayetteville to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Nexstar Broadcasting under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent City of Fayetteville from invoking

such remedies in the event of any future breach or default.

11. Insurance. Nexstar Broadcasting shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
DAN COODY, Mayor

ATTEST:

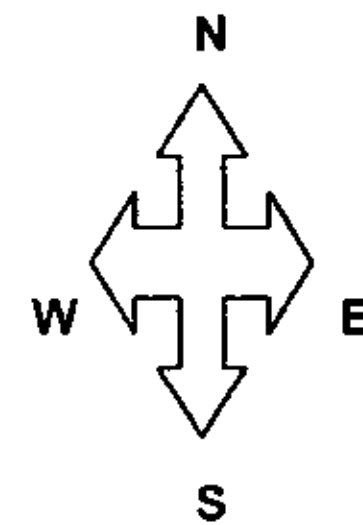
By: _____
SONDRA SMITH, City Clerk

 7-1-05

NEXSTAR BROADCASTING

EXHIBIT A - LOT 1

CENTER STREET		
CHURCH STREET	90	Handicap 44
	91	68 45
	92	69 46
	93	70 47
	94	71 48
	95	72 49
	96	73 50
	97	74 51
	98	75 52
	99	76 53
	100	77 54
	101	78 55
	102	79 56
	103	80 57
	104	81 58
	105	82 59
	106	83 60
	107	84 61
	108	85 62
	109	86 63
	110	87 64
	111	88 65
	112	89 66
MOUNTAIN STREET		



21	1
22	2
23	3
24	4
25	5
26	6
Belden 27	7 Belden
Fulton 28	8 Fulton
Fulton 29	9 Fulton
Moore 30	10 Moore
Beard 31	
32	Transformer & compactor
33	
Nexstar 34	11 Nexstar
Nexstar 35	12 Nexstar
Nexstar 36	13 Nexstar
Nexstar 37	14 Nexstar
Nexstar 38	15 Nexstar
Nexstar 39	16 Nexstar
Nexstar 40	17 N College
Handicap	18 N College
Handicap	19 David/Cathy
Handicap	20 David/Cathy

LEASE

This Agreement, made and entered into this _____ day of _____ 2005, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and Fulton Enterprises, Inc., Inc. d/b/a Town and Country Shop, 9 South Block St, Fayetteville, AR 72701, **Witnesseth:**

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

Four (4) parking spaces, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto Fulton Enterprises, Inc. for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on August 1, 2005, and shall extend for a term of one (1) year, ending at midnight on July 31, 2006. Fulton Enterprises, Inc. shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** Fulton Enterprises, Inc. agrees to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteenth of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** Fulton Enterprises, Inc. agrees to use the lease premises only for the purpose of vehicle parking for use of Town and Country customers. However, it is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. **Improvements.** Fulton Enterprises, Inc. may make the following improvements: Install private parking notices on meter poles. Design for all improvements shall be

approved by the City of Fayetteville. Any such improvement shall be solely at Fulton Enterprises, Inc.'s expense. Upon termination or expiration of this lease, such improvements shall be considered affixed to the premises and shall remain unless City of Fayetteville requires removal.

6. Assignment. Fulton Enterprises, Inc. shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Fulton Enterprises, Inc. from liability for the obligation imposed by this lease. Fulton Enterprises, Inc. may only be released from liability by a specific written release executed by City of Fayetteville.

7. Holdover. Fulton Enterprises, Inc. hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, Fulton Enterprises, Inc. will peaceably deliver possession of the leased premises to City of Fayetteville. In the event Fulton Enterprises, Inc. shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by Fulton Enterprises, Inc.'s holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Fulton Enterprises, Inc. agrees that it will pay all costs and expenses of such action, including reasonable attorney's fees.

8. Termination. City of Fayetteville hereby reserves the right to terminate this Lease at anytime during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2., City of Fayetteville shall compensate Fulton Enterprises, Inc. on a prorated basis of the actual cost to make improvements to the premises.

9. Compliance with Laws. Fulton Enterprises, Inc. agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. Non-Waiver. It is agreed that the failure of City of Fayetteville to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Fulton Enterprises, Inc. under the lease shall not be construed as a waiver of

such provisions and conditions and shall not prevent City of Fayetteville from invoking such remedies in the event of any future breach or default.

11. **Insurance.** Fulton Enterprises, Inc. shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
DAN COODY, Mayor

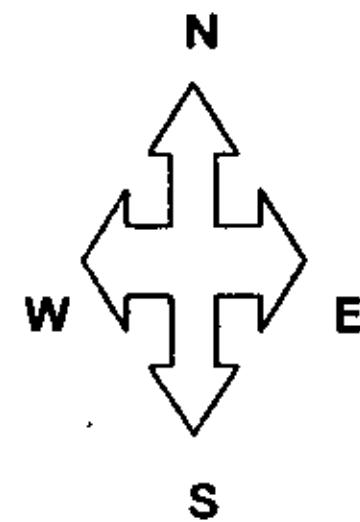
ATTEST:

By: _____
SONDRA SMITH, City Clerk

Elizabeth Fulton, Fulton Enterprises, Inc.
FULTON ENTERPRISES, INC.

EXHIBIT A - LOT 1

CENTER STREET			
CHURCH STREET	90	Handicap 44	21 1
	91	68 45	22 2
	92	69 46	23 3
	93	70 47	24 4
	94	71 48	25 5
	95	72 49	26 6
	96	73 50	Belden 27 7 Belden
	97	74 51	Fulton 28 8 Fulton
	98	75 52	Fulton 29 9 Fulton
	99	76 53	Moore 30 10 Moore
	100	77 54	Beard 31
	101	78 55	32 Transformer & compactor
	102	79 56	33
	103	80 57	Nexstar 34 11 Nexstar
	104	81 58	Nexstar 35 12 Nexstar
	105	82 59	Nexstar 36 13 Nexstar
	106	83 60	Nexstar 37 14 Nexstar
	107	84 61	Nexstar 38 15 Nexstar
	108	85 62	Nexstar 39 16 Nexstar
	109	86 63	Nexstar 40 17 N College
	110	87 64	Handicap 18 N College
	111	88 65	Handicap 19 David/Cathy
	112	89 66	Handicap 20 David/Cathy
MOUNTAIN STREET			



LEASE

This Agreement, made and entered into this _____ day of _____ 2005, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and David and Cathy, Inc., 21 South Block St., Fayetteville, AR 72701, Witnesseth:

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

Two (2) parking spaces, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto David and Cathy, Inc. for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on August 1, 2005, and shall extend for a term of one (1) year, ending at midnight on July 31, 2006. David and Cathy, Inc. shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** David and Cathy, Inc. agrees to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteenth of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** David and Cathy, Inc. agrees to use the lease premises only for the purpose of vehicle parking for the use of David and Cathy, Inc. customers. However, it is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. **Improvements.** David and Cathy, Inc. may make the following improvements: Install private parking notices on meter poles. Design for all improvements shall be

approved by the City of Fayetteville. Any such improvement shall be solely at David and Cathy, Inc.'s expense. Upon termination or expiration of this lease, such improvements shall be considered affixed to the premises and shall remain unless City of Fayetteville requires removal.

6. Assignment. David and Cathy, Inc. shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve David and Cathy, Inc. from liability for the obligation imposed by this lease. David and Cathy, Inc. may only be released from liability by a specific written release executed by City of Fayetteville.

7. Holdover. David and Cathy, Inc. hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, David and Cathy, Inc. will peaceably deliver possession of the leased premises to City of Fayetteville. In the event David and Cathy, Inc. shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by David and Cathy, Inc.'s holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, David and Cathy, Inc. agrees that it will pay all costs and expenses of such action, including reasonable attorney's fees.

8. Termination. City of Fayetteville hereby reserves the right to terminate this Lease at anytime during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2., City of Fayetteville shall compensate David and Cathy, Inc. on a prorated basis of the actual cost to make improvements to the premises.

9. Compliance with Laws. David and Cathy, Inc. agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. Non-Waiver. It is agreed that the failure of City of Fayetteville to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by David and Cathy, Inc. under the lease shall not be construed as a waiver of

such provisions and conditions and shall not prevent City of Fayetteville from invoking such remedies in the event of any future breach or default.

11. **Insurance.** David and Cathy, Inc. shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
DAN COODY, Mayor

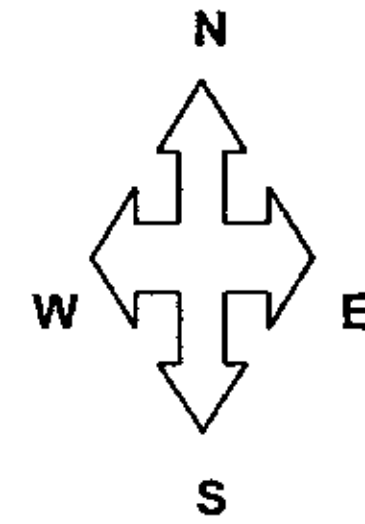
ATTEST:

By: _____
SONDRA SMITH, City Clerk

DAVID AND CATHY, INC.

EXHIBIT A - LOT 1

CENTER STREET	
90	Handicap 44
91	68 45
92	69 46
93	70 47
94	71 48
95	72 49
96	73 50
97	74 51
98	75 52
99	76 53
100	77 54
101	78 55
102	79 56
103	80 57
104	81 58
105	82 59
106	83 60
107	84 61
108	85 62
109	86 63
110	87 64
111	88 65
112	89 66
MOUNTAIN STREET	



21	1
22	2
23	3
24	4
25	5
26	6
Belden 27	7 Belden
Fulton 28	8 Fulton
Fulton 29	9 Fulton
Moore 30	10 Moore
Beard 31	
32	Transformer & compactor
33	
Nexstar 34	11 Nexstar
Nexstar 35	12 Nexstar
Nexstar 36	13 Nexstar
Nexstar 37	14 Nexstar
Nexstar 38	15 Nexstar
Nexstar 39	16 Nexstar
Nexstar 40	17 N College
Handicap	18 N College
Handicap	19 David/Cathy *
Handicap	20 David/Cathy *

CHURCH STREET

LEASE

This Agreement, made and entered into this _____ day of _____ 2005, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and Gail and Jerry Moore, 15 South Block St., Suite 201, Fayetteville, AR 72701, **Witnesseth:**

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

Two (2) parking spaces, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto Gail and Jerry Moore for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on August 1, 2005, and shall extend for a term of one (1) year, ending at midnight on July 31, 2006. Gail and Jerry Moore shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** Gail and Jerry Moore agree to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteenth of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** Gail and Jerry Moore agree to use the lease premises only for the purpose of vehicle parking for use of Gail and Jerry Moore. However, it is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. **Improvements.** Gail and Jerry Moore may make the following improvements: Install private parking notices on meter poles. Design for all improvements shall be

approved by the City of Fayetteville. Any such improvement shall be solely at Gail and Jerry Moore's expense. Upon termination or expiration of this lease, such improvements shall be considered affixed to the premises and shall remain unless City of Fayetteville requires removal.

6. Assignment. Gail and Jerry Moore shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Gail and Jerry Moore from liability for the obligation imposed by this lease. Gail and Jerry Moore may only be released from liability by a specific written release executed by City of Fayetteville.

7. Holdover. Gail and Jerry Moore hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, Gail and Jerry Moore will peaceably deliver possession of the leased premises to City of Fayetteville. In the event Gail and Jerry Moore shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by Gail and Jerry Moore's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Gail and Jerry Moore agree that they will pay all costs and expenses of such action, including reasonable attorney's fees.

8. Termination. City of Fayetteville hereby reserves the right to terminate this Lease at anytime during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2., City of Fayetteville shall compensate Gail and Jerry Moore on a prorated basis of the actual cost to make improvements to the premises.

9. Compliance with Laws. Gail and Jerry Moore agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. Non-Waiver. It is agreed that the failure of City of Fayetteville to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Gail and Jerry Moore under the lease shall not be construed as a waiver of

such provisions and conditions and shall not prevent City of Fayetteville from invoking such remedies in the event of any future breach or default.

11. **Insurance.** Gail and Jerry Moore shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
DAN COODY, Mayor

ATTEST:

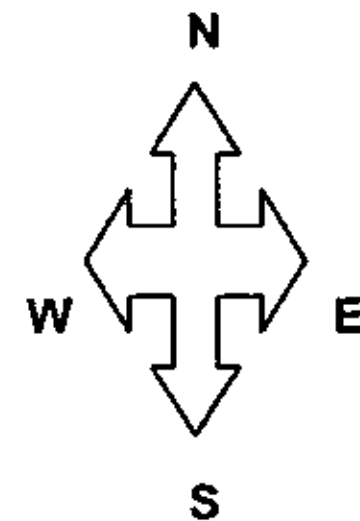
By: _____
SONDRA SMITH, City Clerk



GAIL AND JERRY MOORE

EXHIBIT A - LOT 1

CENTER STREET			
CHURCH STREET	90	Handicap 44	21 1
	91	68 45	22 2
	92	69 46	23 3
	93	70 47	24 4
	94	71 48	25 5
	95	72 49	26 6
	96	73 50	Belden 27 7 Belden
	97	74 51	Fulton 28 8 Fulton
	98	75 52	Fulton 29 9 Fulton
	99	76 53	* Moore 30 10 Moore *
	100	77 54	Beard 31
	101	78 55	32 Transformer & compactor
	102	79 56	33
	103	80 57	Nexstar 34 11 Nexstar
	104	81 58	Nexstar 35 12 Nexstar
	105	82 59	Nexstar 36 13 Nexstar
	106	83 60	Nexstar 37 14 Nexstar
	107	84 61	Nexstar 38 15 Nexstar
	108	85 62	Nexstar 39 16 Nexstar
	109	86 63	Nexstar 40 17 N/College
	110	87 64	Handicap 18 N/College
	111	88 65	Handicap 19 David/Gathy
	112	89 66	Handicap 20 David/Gathy
MOUNTAIN STREET			



LEASE

This Agreement, made and entered into this _____ day of _____ 2005, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and Mr. and Mrs. Ted Belden, 15 South Block Ave., Suite 201D, Fayetteville, AR 72701, **Witnesseth:**

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

Two (2) parking spaces, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto Mr. and Mrs. Ted Belden for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on August 1, 2005, and shall extend for a term of one (1) year, ending at midnight on July 31, 2006. Mr. and Mrs. Ted Belden shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** Mr. and Mrs. Ted Belden agree to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteenth of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** Mr. and Mrs. Ted Belden agree to use the lease premises only for the purpose of vehicle parking for use of Mr. and Mrs. Ted Belden. However, it is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. **Improvements.** Mr. and Mrs. Ted Belden may make the following improvements: Install private parking notices on meter poles. Design for all improvements

shall be approved by the City of Fayetteville. Any such improvement shall be solely at Mr. and Mrs. Ted Belden's expense. Upon termination or expiration of this lease, such improvements shall be considered affixed to the premises and shall remain unless City of Fayetteville requires removal.

6. Assignment. Mr. and Mrs. Ted Belden shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Mr. and Mrs. Ted Belden from liability for the obligation imposed by this lease. Mr. and Mrs. Ted Belden may only be released from liability by a specific written release executed by City of Fayetteville.

7. Holdover. Mr. and Mrs. Ted Belden hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, Mr. and Mrs. Ted Belden will peaceably deliver possession of the leased premises to City of Fayetteville. In the event Mr. and Mrs. Ted Belden shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above.

A month-to-month tenancy arising by Mr. and Mrs. Ted Belden's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Mr. and Mrs. Ted Belden agree that it will pay all costs and expenses of such action, including reasonable attorney's fees.

8. Termination. City of Fayetteville hereby reserves the right to terminate this Lease at anytime during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2., City of Fayetteville shall compensate Mr. and Mrs. Ted Belden on a prorated basis of the actual cost to make improvements to the premises.

9. Compliance with Laws. Mr. and Mrs. Ted Belden agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. Non-Waiver. It is agreed that the failure of City of Fayetteville to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Mr. and Mrs. Ted Belden under the lease shall not be construed as a waiver

of such provisions and conditions and shall not prevent City of Fayetteville from invoking such remedies in the event of any future breach or default.

11. **Insurance.** Mr. and Mrs. Ted Belden shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

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

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

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

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

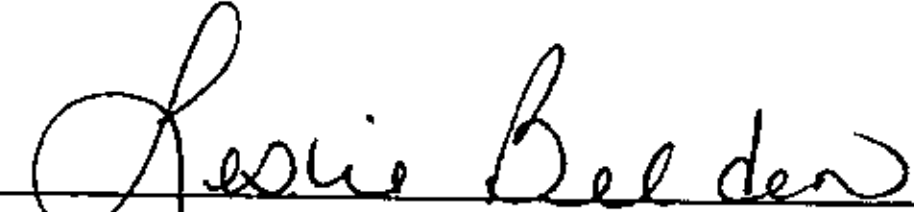
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
DAN COODY, Mayor

ATTEST:

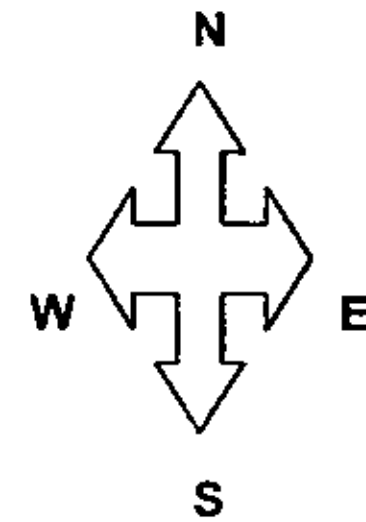
By: _____
SONDRA SMITH, City Clerk



MR. AND MRS. TED BELDEN

EXHIBIT A - LOT 1

CENTER STREET			
CHURCH STREET	90	Handicap 44	21 1
	91	68 45	22 2
	92	69 46	23 3
	93	70 47	24 4
	94	71 48	25 5
	95	72 49	26 6
	96	73 50	* Belden 27 7 Belden *
	97	74 51	Fulton 28 8 Fulton
	98	75 52	Fulton 29 9 Fulton
	99	76 53	Moore 30 10 Moore
	100	77 54	Beard 31
	101	78 55	32 Transformer & compactor
	102	79 56	33
	103	80 57	Nexstar 34 11 Nexstar
	104	81 58	Nexstar 35 12 Nexstar
	105	82 59	Nexstar 36 13 Nexstar
	106	83 60	Nexstar 37 14 Nexstar
	107	84 61	Nexstar 38 15 Nexstar
	108	85 62	Nexstar 39 16 Nexstar
	109	86 63	Nexstar 40 17 N/College
	110	87 64	Handicap 18 N/College
	111	88 65	Handicap 19 David/Cathy
	112	89 66	Handicap 20 David/Cathy
MOUNTAIN STREET			



LEASE

This Agreement, made and entered into this _____ day of _____ 2005, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and North College Development Co., LLC, 11 North West Ave., Fayetteville, AR 72701, **Witnesseth:**

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

Three (3) parking spaces, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto North College Development Co., LLC for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on August 1, 2005, and shall extend for a term of one (1) year, ending at midnight on July 31, 2006. North College Development Co., LLC shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** North College Development Co., LLC agrees to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteenth of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** North College Development Co., LLC agrees to use the lease premises only for the purpose of vehicle parking for use of North College Development Co., LLC. However, it is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. **Improvements.** North College Development Co., LLC may make the following improvements: Install private parking notices on meter poles. Design for all improvements

shall be approved by the City of Fayetteville. Any such improvement shall be solely at North College Development Co., LLC's expense. Upon termination or expiration of this lease, such improvements shall be considered affixed to the premises and shall remain unless City of Fayetteville requires removal.

6. Assignment. North College Development Co., LLC shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve North College Development Co., LLC from liability for the obligation imposed by this lease. North College Development Co., LLC may only be released from liability by a specific written release executed by City of Fayetteville.

7. Holdover. North College Development Co., LLC hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, North College Development Co., LLC will peaceably deliver possession of the leased premises to City of Fayetteville. In the event North College Development Co., LLC shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by North College Development Co., LLC's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, North College Development Co., LLC agrees that it will pay all costs and expenses of such action, including reasonable attorney's fees.

8. Termination. City of Fayetteville hereby reserves the right to terminate this Lease at anytime during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2., City of Fayetteville shall compensate North College Development Co., LLC on a prorated basis of the actual cost to make improvements to the premises.

9. Compliance with Laws. North College Development Co., LLC agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. Non-Waiver. It is agreed that the failure of City of Fayetteville to invoke any of the available remedies under this lease or under law in the event of one or more breaches

or defaults by North College Development Co., LLC under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent City of Fayetteville from invoking such remedies in the event of any future breach or default.

11. **Insurance.** North College Development Co., LLC shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
DAN COODY, Mayor

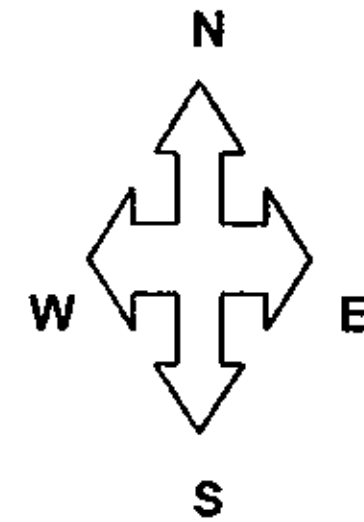
ATTEST:

By: _____
SONDRA SMITH, City Clerk


NORTH COLLEGE DEVELOPMENT CO, LLC

EXHIBIT A - LOT 1

CENTER STREET			
CHURCH STREET	90	Handicap 44	21 1
	91	68 45	22 2
	92	69 46	23 3
	93	70 47	24 4
	94	71 48	25 5
	95	72 49	26 6
	96	73 50	Belden 27 7 Belden
	97	74 51	Fulton 28 8 Fulton
	98	75 52	Fulton 29 9 Fulton
	99	76 53	Moore 30 10 Moore
	100	77 54	Anders 31
	101	78 55	32 Transformer & compactor
	102	79 56	33
	103	80 57	Nexstar 34 11 Nexstar
	104	81 58	Nexstar 35 12 Nexstar
	105	82 59	Nexstar 36 13 Nexstar
	106	83 60	Nexstar 37 14 Nexstar
	107	84 61	Nexstar 38 15 Nexstar
	108	85 62	Nexstar 39 16 Nexstar
	109	86 63	Nexstar 40 17 N College *
	110	87 64	Handicap 18 N College *
	111	88 65	Handicap 19 David/Cathy
	112	89 66	Handicap 20 David/Cathy
MOUNTAIN STREET			



LEASE

This Agreement, made and entered into this _____ day of _____ 2005, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and Alyce A. Beard as, Administratrix of the Estate of Lamar Thomas Anderson, and Charlotte Bornhouser as Joint Tenants in Common, located at 15 South Block St., Suite 203, Fayetteville, AR 72701, **Witnesseth:**

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

One (1) parking space, as set forth on Exhibit "A" attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto Alyce A. Beard and Charlotte Bornhouser for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on August 1, 2005, and shall extend for a term of one (1) year, ending at midnight on July 31, 2006. Alyce A. Beard and Charlotte Bornhouser shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** Alyce A. Beard and Charlotte Bornhouser agree to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the fifteenth of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** Alyce A. Beard and Charlotte Bornhouser agree to use the lease premises only for the purpose of vehicle parking for use of Alyce A. Beard and Charlotte Bornhouser. However, it is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. **Improvements.** Alyce A. Beard and Charlotte Bornhouser may make the following improvements: Install private parking notices on meter poles. Design for all improvements shall be approved by the City of Fayetteville. Any such improvement shall be solely at Alyce A. Beard and Charlotte Bornhouser's expense. Upon termination or expiration of this lease, such improvements shall be considered affixed to the premises and shall remain unless City of Fayetteville requires removal.

6. **Assignment.** Alyce A. Beard and Charlotte Bornhouser shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Alyce A. Beard and Charlotte Bornhouser from liability for the obligation imposed by this lease. Alyce A. Beard and Charlotte Bornhouser may only be released from liability by a specific written release executed by City of Fayetteville.

7. **Holdover.** Alyce A. Beard and Charlotte Bornhouser hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, Alyce A. Beard and Charlotte Bornhouser will peaceably deliver possession of the leased premises to City of Fayetteville. In the event Alyce A. Beard and Charlotte Bornhouser shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by Alyce A. Beard and Charlotte Bornhouser's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Alyce A. Beard and Charlotte Bornhouser agree to pay all costs and expenses of such action, including reasonable attorney's fees.

8. **Termination.** City of Fayetteville hereby reserves the right to terminate this Lease at anytime during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2, City of Fayetteville shall compensate Alyce A. Beard and Charlotte Bornhouser on a prorated basis of the actual cost to make improvements to the premises.

9. **Compliance with Laws.** Alyce A. Beard and Charlotte Bornhouser agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

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

11. **Insurance.** Alyce A. Beard and Charlotte Bornhouser shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
DAN COODY, Mayor

ATTEST:

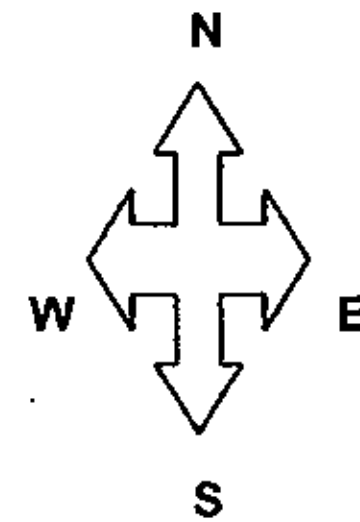
By: _____
SONDRA SMITH, City Clerk

ALYCE A. BEARD

CHAROLETTE BORNHOUSER

EXHIBIT A - LOT 1

CENTER STREET			
CHURCH STREET	90	Handicap 44	21 1
	91	68 45	22 2
	92	69 46	23 3
	93	70 47	24 4
	94	71 48	25 5
	95	72 49	26 6
	96	73 50	Belden 27 7 Belden
	97	74 51	Fulton 28 8 Fulton
	98	75 52	Fulton 29 9 Fulton
	99	76 53	Moore 30 10 Moore
	100	77 54	* Beard 31
	101	78 55	32 Transformer & compactor
	102	79 56	33
	103	80 57	Nexstar 34 11 Nexstar
	104	81 58	Nexstar 35 12 Nexstar
	105	82 59	Nexstar 36 13 Nexstar
	106	83 60	Nexstar 37 14 Nexstar
	107	84 61	Nexstar 38 15 Nexstar
	108	85 62	Nexstar 39 16 Nexstar
	109	86 63	Nexstar 40 17 N/College
	110	87 64	Handicap 18 N/College
	111	88 65	Handicap 19 David/Cathy
	112	89 66	Handicap 20 David/Cathy
MOUNTAIN STREET			



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

A.4.
Parking Space Lease Agreement
Page 32 of 32

7/19/2005

City Council Meeting Date

Sharon Jenkins

Submitted By

Parking Management

Division

Operations

Department

Action Required:

A resolution approving Lease Agreements for 26 parking spaces in Lot 1 of the City of Fayetteville.

(\$15,600.00)

Cost of this request

Category/Project Budget (2005)

Parking Revenue - Rent Lot 1

Program Category / Project Name

2130-0913-4423-06

Account Number

Funds Used to Date

Parking Management

Program / Project Category Name

\$

-

Off-Street Parking

Project Number

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐



Department Director

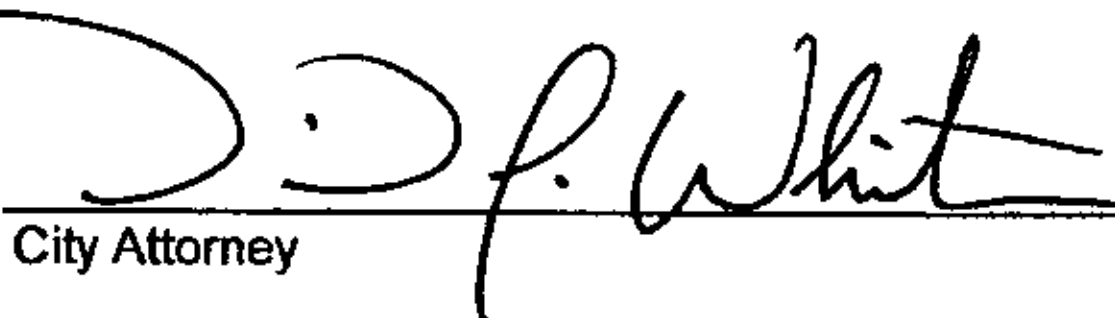
7-1-05

Date

Previous Ordinance or Resolution #

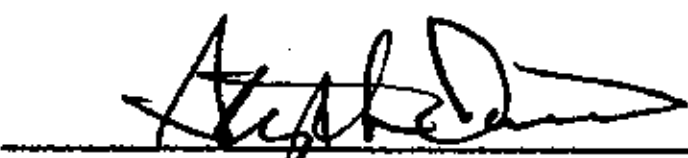
Original Contract Date:

Original Contract Number:



City Attorney

7/1/05



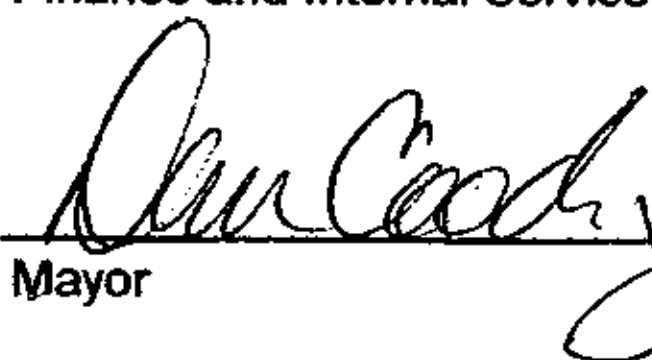
Finance and Internal Service Director

7-6-05

Date

Received in City Clerk's Office

ENTERED
7/1/05
T



Mayor

7/5/05

Date

Received in Mayor's Office

ENTERED
7-1-05
S

Comments:

Fayetteville

City Council Meeting of July 19, 2005

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: Bob Davis, P.E., Water & Wastewater Director

Date: July 1, 2005

Subject: Approval of a contract amendment for ECO, Inc. to provide Construction Phase Services dealing with the regulatory and environmental services for construction and post-construction activities associated with all WSIP projects.

RECOMMENDATION: I recommend approval of this contract amendment. This recommendation was preceded by a thorough review of proposed tasks presented by ECO, Inc. including an intense question and answer session, negotiation and refinement, and finally, revision of their preliminary proposal. A detailed breakdown of tasks and estimated hours for each task are provided. ECO, Inc. has played the primary role in defining regulatory and environmental requirements for the WSIP work. Approval of this contract amendment will provide the City with continuation of responsible charge and subsequent engineering responsibility by a single, consistent entity (ECO, Inc.). ECO, Inc.'s regulatory and environmental services regarding the WSIP have been conducted in a timely, professional manner and we have every reason to believe that this track record will continue throughout construction and post-construction phase activities.

BACKGROUND: As part of the Wastewater Systems Improvement Project (WSIP) the City of Fayetteville has undertaken a major renovation and expansion of their existing wastewater facilities including treatment and collection. These improvements have required definition of environmental and regulatory concerns and subsequent permitting. The proposed services will provide assurance that permit requirements are met and that wetland mitigation and site restoration is in compliance with permit requirements.

DISCUSSION: ECO, Inc. has played a primary role in all regulatory and environmental aspects of the WSIP to date. They have provided thorough and dependable services to provide environmental and regulatory liability minimization tools to protect the City.

BUDGET IMPACT: Payment for construction phase services offered by ECO, Inc. will be from the 3/4 -cent sales tax bond election held on November 6, 2001 for the Wastewater System Improvements Project. Funding through the Arkansas Soil and Water Conservation Commission will not be used to fund this expense. The \$658,161.00 requested for these services is 0.53% of the \$125,000,000.00 budget allocated for the Wastewater System Improvements Project.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT No. 2 TO THE CONTRACT WITH ECO, INC. IN THE AMOUNT OF \$598,329.00 TO PROVIDE CONSTRUCTION PHASE SERVICES FOR ALL WASTEWATER SYSTEM IMPROVEMENTS PROJECTS (WSIP); AND APPROVING A 10% PROJECT CONTINGENCY IN THE AMOUNT OF \$59,832.00.

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 Amendment No. 2 to the contract with ECO, Inc. in the amount of \$598,329.00 to provide Construction Phase Services for all Wastewater System Improvements Projects (WSIP).

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 5% project contingency in the amount of \$59,832.00.00.

PASSED and APPROVED this 19th day of July, 2005.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

AMENDMENT NO. 2
TO
AGREEMENT FOR - ENVIRONMENTAL CONSULTING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
BENTON, ARKANSAS

WHEREAS, On September 16, 2003 the City of Fayetteville, Arkansas (**FAYETTEVILLE**) and Environmental Consulting Operations, Inc. of Benton, Arkansas (**ECO**) entered into an agreement for environmental consulting services in connection with the Wastewater System Improvement Project (**Project**). Scope of services being provided includes environmental consultant services related to various environmental permits, best management practices for construction and wetland mitigation activities, and

WHEREAS, **ECO** has proceeded with these services in accordance with the scope set forth in the agreement, and

WHEREAS, Amendment No. 1 to the agreement included environmental consultant services in connection with **INTERCEPTOR SEWER REALIGNMENT-SPRINGWOODS SUBDIVISION**; and

WHEREAS, **FAYETTEVILLE** requests the scope of **ECO**'s services be amended to include "**CONSTRUCTION/POST CONSTRUCTION PHASE ENVIRONMENTAL CONSULTING SERVICES**"; and

WHEREAS, **ECO** agrees to provide amended scope of services on an hourly rate basis with a not-to-exceed additional cost of Five Hundred Ninety-Eight Thousand Three Hundred and Twenty-Nine U.S. Dollars (US \$598,329).

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, **FAYETTEVILLE** and **ECO**, the parties hereto, stipulate and agree that the Agreement for Environmental Consulting Services dated September 16, 2003, is hereby amended in the following particulars:

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ECO

2.1 General

- 2.1.1** Perform environmental consulting services in connection with the Project as hereinafter stated, which shall include normal environmental consulting services incidental thereto.
 - 2.1.1.1** The Scope of Services to be furnished by **ECO** during the Construction Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.
 - 2.1.1.2** The Scope of Services to be furnished by **ECO** during the Post-Construction Phase, if any, will be finalized and contained in an amendment to this Agreement prior to commencement of the Post-Construction Phase.
 - 2.1.1.3** The preliminary Scope of Services to be furnished by **ECO** for Resident Services During Construction, if any, will be finalized and contained in an amendment to this Agreement prior to commencement of the Construction Phase.
- 2.1.2** The environmental consulting services to which this Agreement applies are a part of the Wastewater System Improvement Project. **ECO** shall coordinate their activities and services primarily with **FAYETTEVILLE** Water and Wastewater Director and all other parties that **FAYETTEVILLE** may contract with for program management or professional design services as a part of the Wastewater System Improvement Project.

2.2 Construction Phase

- 2.2.1** Conduct periodic visual on-site observations of construction activities to evaluate implementation of Best Management Practices (BMPs) and regulatory compliance status of activities conducted by Contractors and develop written reports to document observations and provide recommendations to applicable Design Professionals and **FAYETTEVILLE**, and assist Design Professionals in the preparation of other related documents pertaining to environmental regulatory issues, as described in Appendix A of this Agreement.
 - 2.2.1.1** Text documents shall be provided to **FAYETTEVILLE** in Microsoft® Word, Microsoft Excel, and Adobe PDF version 2004 software.

- 2.2.1.2 When requested by **FAYETTEVILLE's** Water and Wastewater Director, prepare for and attend up to four City Council meetings to provide periodic updates on the progress of the environmental regulatory program.
- 2.2.2 Prepare technical criteria and written descriptions to address environmental regulatory compliance status or requests for information by governmental authorities having jurisdiction to review or approve the environmental regulatory permitting of the Project. Assist **FAYETTEVILLE** in consultations with appropriate authorities.
- 2.2.3 Furnish Design Professionals with applicable environmental regulatory documents, specific to their scopes of work.
 - 2.2.3.1 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided and the value of the subcontract agreement.
- 2.2.4 Render monthly work progress reports to **FAYETTEVILLE** and confirm status of compliance with environmental regulatory compliance schedule.
- 2.2.5 Provide to the **FAYETTEVILLE** in a format mutually acceptable to the **FAYETTEVILLE** and **ECO** such schedules, reports, project summaries, and other data as may be required, for posting by others on a project web site to allow the public to monitor and review the activities, materials, and financial status of the project. Refresh the data supplied to the **FAYETTEVILLE** no more frequently than monthly.
- 2.2.6 Arrange for applicable environmental regulatory permit requirements to be sent to project Design Professionals who will be performing Construction Phase services and preparing notices to be sent to Contractors.
- 2.2.7 **FAYETTEVILLE** shall organize, convene and conduct Pre-Bid Conferences. **ECO** shall not be required to attend the Pre-Bid Conferences. As needs arise for further explanations of the environmental regulatory requirements or as questions are posed from prospective bidders, **FAYETTEVILLE** will communicate such issues to directly to **ECO**. **ECO** shall consider the questions received and provide the necessary clarifications and changes to **FAYETTEVILLE** for dissemination to concerned parties.

2.2.8 **FAYETTEVILLE** and applicable Design Professional shall organize, convene and conduct Pre-Construction Conferences. **ECO** shall attend the Pre-Construction Conferences and provide both written and oral presentation of contract environmental regulatory requirements. **ECO** shall consider the questions received from successful bidders, both during and after Pre-Construction Conferences and provide the necessary clarifications and answers to **FAYETTEVILLE** for dissemination to concerned parties.

2.2.9 See Appendix A for additional services or clarification of services to be provided by **ECO**.

2.3 Post-Construction Phase

2.3.1 The scope of Post-Construction Phase Services, if any, will be negotiated prior to commencement of the Post-Construction Phase.

2.4 Resident Services During Construction

2.4.1 The scope of Resident Services During Construction, if any, will be negotiated prior to commencement of the Construction Phase.

SECTION 3 - ADDITIONAL SERVICES OF ECO

3.1 General

If authorized in writing by the **FAYETTEVILLE** Mayor and the City Council and agreed to in writing by **ECO**, **ECO** shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Furnishing renderings or Project documents concerning construction costs for **FAYETTEVILLE's** use.

3.1.2 Miscellaneous Studies

Investigations, studies, or surveys for wetland mitigation on real property other than the West Side Wastewater Treatment facility property currently owned by **FAYETTEVILLE**.

3.1.3 Preparing to serve or serving as a witness for **FAYETTEVILLE** in any litigation or other proceeding involving the Project.

3.1.4 Extra Services

3.1.4.1 Services not specifically defined heretofore that may be authorized by
FAYETTEVILLE.

3.2 Contingent Additional Services

3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond **ECO's** control, **ECO** shall notify **FAYETTEVILLE** and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If **FAYETTEVILLE** deems that such services described in 3.2 are not required, **FAYETTEVILLE** shall give prompt written notice to **ECO**. If **FAYETTEVILLE** indicates in writing that all or parts of such Contingent Additional Services are not required, **ECO** shall have no obligation to provide those services.

3.2.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.2.2.1 Required because of inconsistent approvals or instructions previously given by **FAYETTEVILLE**, including revisions to drawings, specifications, or other documents made necessary by adjustments in **FAYETTEVILLE's** program or Project Budget.

3.2.2.2 Required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

SECTION 4 - RESPONSIBILITIES OF FAYETTEVILLE

FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **ECO**:

4.1 Provide full information as to **FAYETTEVILLE's** requirements for the Project.

4.2 Assist **ECO** by placing at **ECO's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Guarantee access to and make all provisions for **ECO** to enter upon public and private property as required for **ECO** to perform his services under this Agreement.

4.4 Examine all studies, reports, sketches, cost opinions, construction reports, drawings, proposals, and other documents presented by **ECO** and render in writing decisions pertaining thereto.

- 4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.6 Designate in writing a person to act as **FAYETTEVILLE**'s representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **FAYETTEVILLE**'s policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to **ECO** whenever **FAYETTEVILLE** observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish approvals, correspondence, Notices of Violation, and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.
- 4.9 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements of the Wastewater System Improvement Project.
- 4.10 Furnish, or direct **ECO** to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.11 If **FAYETTEVILLE**'s standard bidding requirements, Agreement forms and General Conditions are to be used, **FAYETTEVILLE** shall provide copies of such documents for **ECO**'s use in coordinating the Contract Drawings and Specifications.
- 4.12 **FAYETTEVILLE** and/or its representative will review all documents and provide written comments to **ECO** in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by **FAYETTEVILLE** authorizing services hereunder.
- 5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **ECO** will proceed with providing the authorized services immediately upon receipt of written authorization

from **FAYETTEVILLE**. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO ECO

6.1 Compensation

6.1.1 Construction Phase Services

For the Scope of Services during the Construction Phase described herein, **FAYETTEVILLE** shall pay **ECO** the sum of the following:

- 6.1.1.1** For time expended by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates". Such rates include overhead and profit. The schedule is effective January 1, 2005, and will be revised annually.
- 6.1.1.2** For outside expenses incurred by **ECO**, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, courier deliveries, and incidental expenses, the cost to **ECO**.
- 6.1.1.3** The total payment for the Basic Scope of Services described in Appendix A is estimated to be Five Hundred Ninety-Eight Thousand Three Hundred and Twenty-Nine U.S. Dollars (US \$598,329), but is not a guaranteed maximum. The total payment is based on expending no more than 4,905 person-hours.
- 6.1.1.4** Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should **ECO** establish and **FAYETTEVILLE** agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if **FAYETTEVILLE** decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

6.2 Statements

6.2.1 Monthly statements for each calendar month shall be submitted to **FAYETTEVILLE** or such parties as **FAYETTEVILLE** may designate for Construction Phase services consistent with **ECO**'s normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by **ECO** and approved by **FAYETTEVILLE**. Applications for payment shall be accompanied each month by the updated project progress report as the basis for determining the value earned as the work is accomplished. Final payment for Construction Phase services shall be made upon **FAYETTEVILLE**'s approval and acceptance with the satisfactory completion of the Construction Phase for the Project.

6.2.2 Statements and updated environmental regulatory compliance status report for each calendar month will be submitted in electronic format simultaneously to **FAYETTEVILLE**, followed by signed original document to **FAYETTEVILLE**. Statements will be based on **ECO**'s estimated percent of services completed at the end of the preceding month, and justified by the updated monthly project progress report.

6.3 Payments

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

6.4 Final Payment

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

6.4.1 Post-Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions prior to commencement of Post-Construction Phase Services.

6.4.2 Resident Services During Construction

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions prior to commencement of Resident Services During Construction.

6.4.2 Additional Services

For authorized Additional environmental consulting services under Section 3, "Additional Services", compensation to ECO shall be negotiated at the time Additional Services are authorized.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

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

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

7.1.2 Construction Contractors shall be required to provide (or FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming FAYETTEVILLE as a Named Insured and ECO as additional insured, or, to endorse FAYETTEVILLE, and ECO as additional

insureds on construction Contractor's liability insurance policies covering claims for personal injuries and property damage. Construction Contractors shall be required to provide certificates evidencing such insurance to **FAYETTEVILLE**, and **ECO**. All contract insurance carriers shall be required to list **FAYETTEVILLE**, Arkansas Soil and Water Conservation Commission, and **ECO** as certificate holders, furnishing copies of the contractor's insurance certificate to each party

- 7.1.3 **FAYETTEVILLE** and **ECO** waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of **ECO**'s services. All construction Contractors shall be required to provide waivers of subrogation in favor of **FAYETTEVILLE** and **ECO** for damage or liability covered by any construction Contractor's policy of insurance.
- 7.1.4 Neither the professional activities of **ECO**, nor the presence of **ECO** or **ECO**'s employees and subconsultants at a construction site, shall relieve the Contractors and any other entity of their obligation, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by the regulatory agencies. **ECO** and **ECO**'s personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their scope of work or any health or safety precautions. **FAYETTEVILLE** agrees that the construction contractors are solely responsible for jobsite safety, and warrants that this intent shall be made evident in **FAYETTEVILLE**'S agreement with all contractors. **FAYETTEVILLE** also agrees that **FAYETTEVILLE**, **ECO** and **ECO**'s subconsultants shall be indemnified and shall be made additional insureds under the construction contractor's general liability insurance policy.
- 7.1.5 **ECO** will not possess broad responsibilities in relation to construction activities, including both contractual and de facto authority over the work of the trade contractors; and, will not be directly and substantially engaged in activities that were integrally connected with safety issues, notwithstanding contract language expressly disclaiming safety responsibility.
- 7.1.6 **FAYETTEVILLE** agrees that **ECO** will not be responsible for any damages caused by surface excavations or subsurface penetrations for surface and underground improvements performed by others.

- 7.1.7 It is acknowledged by **FAYETTEVILLE** that **ECO**'s scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event that **ECO** or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may effect the performance of **ECO**'s services, **ECO** may, at **ECO**'s option and without liability for consequential or any other damages, suspend performance of services on the project until **FAYETTEVILLE** retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
- 7.1.8 **FAYETTEVILLE**, and **ECO** waive all rights against each other and their officers, directors, agents, or employees for property damage covered by property insurance during and after the completion of **ECO**'s services. All construction Contractors shall be required to provide waivers of subrogation in favor of **FAYETTEVILLE** and **ECO** for damage or liability covered by any construction Contractor's policy of insurance. In addition, a provision similar to this shall be incorporated into all Construction Subcontracts entered into by construction Contractors and subcontractors with waivers of subrogation in favor of **FAYETTEVILLE** and **ECO** for damage or liability covered by any construction Contractor's or subcontractor's policy of insurance.
- 7.2 Professional Responsibility
- 7.2.1 **ECO** will exercise reasonable skill, care, and diligence in the performance of **ECO**'s services and will carry out its responsibilities in accordance with customarily accepted environmental consulting services ordinarily exercised by members of the same profession currently practicing under similar circumstances. **FAYETTEVILLE** will promptly report to **ECO** any defects or suspected defects in **ECO**'s services of which **FAYETTEVILLE** becomes aware, so that **ECO** can take measures to minimize the consequences of such a defect. **FAYETTEVILLE** and **ECO** further agree to impose a similar notification requirement on all construction contractors in the Bid Documents and shall require all subcontracts at any level to contain a like requirement. **FAYETTEVILLE** retains all remedies to recover for its damages caused by any negligence of **ECO**.
- 7.2.2 In addition **ECO** will be responsible to **FAYETTEVILLE** for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by **ECO**'s

Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

- 7.2.3 **ECO** has no control of any regulatory control authority's subjectiveness in regulatory interpretations, the dynamics of environmental regulations, nor the retroactiveness thereof. Additionally, **ECO** has no control over any Contractor's implementation of BMPs or compliance status and is therefore not responsible for maintaining compliance with terms and conditions of any environmental regulatory permit. Observations and recommendations made by **ECO** in no way guarantees or warranties compliance with environmental regulatory requirements.
- 7.2.4 **ECO** shall visit the project site at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractors' work to determine if the work is proceeding in general conformance with the applicable sections of the Bid Documents pertaining to environmental regulatory requirements. **FAYETTEVILLE** has not retained **ECO** to make detailed inspections or to provide exhaustive or continuous project review and observation services. **ECO** does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any Contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project
- 7.2.5 If **ECO** for any reason does not complete the scope of services contemplated by this Agreement, **ECO** cannot be responsible for the accuracy, completeness, or workability of the any Bid Documents or Construction Phase documents prepared by **ECO**, if used, changed, or completed by another party. Accordingly, **FAYETTEVILLE** agrees to the fullest extent permitted by law, to indemnify and hold **ECO** harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any document prepared by **ECO**.

7.3 Changes

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

7.4 Termination

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

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

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

7.4.2 This Agreement may be terminated in whole or in part in writing by **FAYETTEVILLE** for its convenience, provided that **ECO** is given:

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

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

7.4.3 If termination for default is effected by **FAYETTEVILLE**, an equitable adjustment in the price provided for in this Agreement shall be made, but

7.4.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

7.4.3.2 Any payment due to **ECO** at the time of termination may be adjusted to cover any additional costs to **FAYETTEVILLE** because of **ECO**'s default.

7.4.4 If termination for default is effected by **ECO**, or if termination for convenience is effected by **FAYETTEVILLE**, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to **ECO** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **ECO** relating to commitments which had become firm prior to the termination.

7.4.5 Upon receipt of a termination action under Paragraphs 7.4.1 or 7.4.2 above, **ECO** shall:

7.4.5.1 Promptly discontinue all affected work (unless the Notice directs otherwise),

7.4.5.2 Deliver or otherwise make available to **FAYETTEVILLE** all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **ECO** in performing this Agreement, whether completed or in process.

7.4.6 Upon termination under Paragraphs 7.4.1 or 7.4.2 above **FAYETTEVILLE** may take over the work and may award another party an agreement to complete the work under this Agreement.

7.4.7 If, after termination for failure of **ECO** to fulfill contractual obligations, it is determined that **ECO** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of **FAYETTEVILLE**. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.4.4 of this clause.

7.5 Delays

In the event the services of **ECO** are suspended or delayed by **FAYETTEVILLE** or by other events beyond **ECO**'s reasonable control, **ECO** shall be entitled to additional compensation and time for reasonable costs incurred by **ECO** in temporarily closing down or delaying the Project.

7.6 Rights and Benefits

ECO's services will be performed solely for the benefit of **FAYETTEVILLE** and not for the benefit of any other persons or entities.

7.7 Dispute Resolution

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

7.7.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.7.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of

proper jurisdiction, until the procedures in Paragraphs 7.7.3 and 7.7.4 have been complied with.

7.7.3 Notice of Dispute

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

7.7.3.2 For disputes arising within one year after the making of final payment, **FAYETTEVILLE** shall give **ECO** written Notice at the address listed in Paragraph 7.12 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

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

7.8 **FAYETTEVILLE** represents that it has sufficient funds or the means of obtaining funds to remit payment to **ECO** for services rendered by **ECO**.

7.9 Publications

Recognizing the importance of professional development on the part of **ECO**'s employees and the importance of **ECO**'s public relations, **ECO** may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to **ECO**'s services for the Project. Such publications will be provided to **FAYETTEVILLE** in draft form for **FAYETTEVILLE**'s advance review.

FAYETTEVILLE shall review such drafts promptly and provide **FAYETTEVILLE**'s comments to **ECO**. **FAYETTEVILLE** may require deletion of proprietary data or confidential information from such publications, but otherwise **FAYETTEVILLE** will not unreasonably withhold approval. The cost of **ECO**'s activities pertaining to any such publication shall be for **ECO**'s account.

7.10 Indemnification

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

7.11 Ownership of Documents

All documents provided by **FAYETTEVILLE** including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of **FAYETTEVILLE**. **ECO** may retain reproduced copies of drawings and copies of other documents.

Documents, drawings, and specifications prepared by **ECO** as part of the Services shall become the property of **FAYETTEVILLE** when **ECO** has been compensated for all Services rendered, provided, however, that **ECO** shall have the unrestricted right to their use. **ECO** shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **ECO**.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **ECO** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

7.12 Notices

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

FAYETTEVILLE's address:

113 West Mountain
Fayetteville, Arkansas 72701

ECO's address:

1313 Highway 229-5A
Benton, Arkansas 72015

ASWCC's address:

Project No. CS-050803-03
Arkansas Soil and Water Conservation Commission
101 E. Capitol, Suite 350
Little Rock, Arkansas 72201

7.13 Successor and Assigns

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

7.14 Controlling Law

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

7.15 Entire Agreement

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

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of ECO:

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

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between **FAYETTEVILLE** and **ECO** arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

- 8.3.1** **ECO** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. **ECO** shall also maintain the financial information and data used by **ECO** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to **FAYETTEVILLE** a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, **FAYETTEVILLE**, the State or any of their

authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **ECO** will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

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

8.3.3.1 Negotiated prime agreements:

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

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

8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of **ECO**;

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

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

8.4 Covenant Against Contingent Fees

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

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

8.5 Gratuities

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

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, **FAYETTEVILLE** may pursue the same remedies against **ECO** as it could pursue in the event of a breach of the Agreement by **ECO**. As a penalty, in addition to any other damages to which it may be entitled by law, **FAYETTEVILLE** may pursue exemplary damages in an amount (as determined by **FAYETTEVILLE**) which shall be not less than three nor more than ten times the costs **ECO** incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

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

8.7 Debarment And Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: Environmental Consulting Operations, Inc. (ECO)

SIGNATURE: Bruce Shackleford DATE: 6/13/05

PRINTED NAME: Bruce Shackleford TITLE: President

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ENVIRONMENTAL CONSULTING OPERATIONS, INC.

By: Bruce Shackleford

Title: Bruce Shackleford, President

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

END OF AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES**

APPENDIX A – SCOPE OF SERVICES FOR CONSTRUCTION PHASE

I. GENERAL

This is **Appendix A**, consisting of **11** pages, referred to in and part of the **Agreement For Professional Environmental Consulting Services** between **CITY OF FAYETTEVILLE, ARKANSAS (FAYETTEVILLE)** and **ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO)**

dated _____.

Initial:

CITY OF FAYETTEVILLE
ECO



The following contains detailed Scope of Services tasks for the Construction Phase:

Generally, the project will include the construction of **FAYETTEVILLE's** Westside sewer collection system improvements; Eastside sewer collection system improvements; Paul Noland Treatment Plant rehabilitation; and Westside Wastewater Treatment Facility, wetland mitigation site, and Broyles Road improvements. **ECO's** Scope of Services will be to observe implementation of the Environmental Regulatory Program during the Construction Phases.

**PART A - PROJECT ADMINISTRATION AND MANAGEMENT,
COORDINATION/TRAINING**

1. Basic Scope of Services

a) Project Administration

- i) Perform project initiation activities
- ii) Perform general administration and project management activities.
- iii) Perform **ECO's** internal project control including budgeting, scheduling, and quality control activities.
 - Provide environmental regulatory updates to **FAYETTEVILLE** for project website
 - Provide project environmental regulatory information to **FAYETTEVILLE** and Design Professionals
 - Review Contractor submittals associated with environmental compliance
 - Review Contractor Change Orders and Contract changes associated with wetland mitigation.
 - Prepare Construction Phase Monthly Progress reports

b) Coordination Meetings

- i) Due to the importance of communicating regulatory requirements early in the project, **ECO** will meet with the Design Professionals and selected Contractors during Pre-Construction Conferences to provide clarification of contract-specific

environmental regulatory requirements, discuss Section 02270 environmental specifications in Bid Documents and required contractor environmental submittals, and answer questions Contractors may have. This will serve to prevent misunderstandings and avoid noncompliance with environmental permit requirements. This will include preparation of handout materials and recordkeeping documents required by environmental permits, and review of Contractor environmental submittals accompanying Contractor's bid.

- ii) Attend monthly progress meetings with **FAYETTEVILLE** representatives and Design Professionals to coordinate construction activities for all contracts.
- iii) Meet with Arkansas Department of Environmental Quality (ADEQ) and US Army Corps of Engineers (Corps) if violations are identified.
- iv) Meet with individual Design Professionals for information exchange, goal setting, setting timelines, and reviewing plans/drawings.
- v) Attend monthly coordination meetings with ASWCC to address performance review of wetland mitigation.

c) Training

The general storm water permit requires inspections to be performed by qualified personnel, and defines "**qualified personnel**" as a person knowledgeable in the principles and practice of erosion and sediment controls and who possesses the skills to assess conditions at the site that could impact storm water quality and the effectiveness of the BMPs selected to control the quality of storm water discharges.

- i) **ECO** will provide storm water pollution prevention training to Contractor and Design Professional's resident site representatives to assist them in gaining knowledge about contract-specific BMP implementation, proper recordkeeping requirements, and contract environmental specifications developed by **ECO** and to enhance implementation of a standardized Project Environmental Program.

PART B – CONSTRUCTION SURVEY

1. Basic Scope of Services

- a) **ECO** will assist applicable Design Professionals in identifying locations of wetland areas designated for temporary disturbance and restoration.
- b) **ECO** will mark wetland areas in the field to facilitate easy observation in the field by Contractors and Design Professionals. Applicable wetland areas include:
 - Contract WL-1: Old Wire to Gregg
 - Contract WL-2: North to Poplar to Van Asche
 - Contract WL-3: Porter to Hamestring
 - Contract WL-4: Gregg to Hamestring
 - Contract WL-5: Hamestring to WWTP
 - Contract EL-1&2: Line 7
 - Contract EL-3: Line 4

PART C – WETLAND MITIGATION SITE

1) Purpose

Successful wetland mitigation is a multi-disciplined endeavor, requiring the expertise of both engineers and environmental professionals. During the construction period at the Wetland Mitigation Site, ECO will provide construction phase services to observe the establishment of wetland hydrology, seedbed preparation and planting/seeding activities for wetland plant species. As described within the Section 02921 specifications developed by ECO, Contractor shall select plant species from a candidate species list, and Contractor shall be allowed to select from various options of seedbed preparation. ECO will review plant species and seedbed preparation options selected by Contractor, will discuss proper implementation of planting activities with Contractor and Resident Engineer, provide periodic oversight of implementation of Section 02921 Wetland Mitigation Site Development Specifications, and provide guidance to Contractor and Resident Engineer in achieving mitigation goals for compliance with FAYETTEVILLE'S Section 404 permit No. 14207 requirements.

2) Basic Scope of Services

Services to be provided by ECO in relation to the Wetland Mitigation Site during the Construction Phase, shall be limited to:

a) Site Visits/Observations

i) Subsequent to commencement of construction, ECO will make site visits during the following stages of completion:

- Berm construction @ 30%, 60%, 90% completion
- Herbicide application(s) and prescribed burn activities
- Upland/wet meadow planting zone seedbed preparation @ 30%, 60%, 90% completion
- Marsh planting zone site preparation and layout @ 30%, 60%, 90% completion
- Forested wetland bedding preparation and layout @ 30%, 60%, 90% completion
- Site seeding and tree planting activities @ 30%, 60%, 90% completion
- Wetland Mitigation Site 100% completion

ii) During these site visits, ECO will evaluate plant/seed storage and handling practices utilized by Contractor. A report of findings, observations, and recommendations will be developed and submitted to the Design Professional Resident Engineer and FAYETTEVILLE.

b) Success Criteria & Performance Standards

As required by the Little Rock District Corps Wetland Mitigation Policy, success criteria and performance standards shall be included within the Wetland Mitigation Plan. Performance standards are measurable attributes of restored or created wetlands that, when measured over an appropriate period, can be used to judge whether project goals have been achieved. Performance standards are also referred to as "success criteria," "success standards" and other names.

i) ECO will provide services for development and implementation of methodology for evaluating success in achieving performance standards. Mitigation performance standards have been developed by ECO to be staged over time so that different success criteria can

be met as the project evolves and matures. Some of the success criteria involve specific scores on various wetland assessment scales, as compared to the baseline wetland information generated during the preconstruction assessment. Other criteria are qualitative and do not ensure success in quantifiable terms. The following practicably measurable quantitative and/or qualitative characteristics (as contained within the Final Wetland Compensatory Mitigation Plan developed by ECO) will be among the performance standards measured to ascertain the degree of compensatory mitigation success:

Hydrology Performance Standards

- **Hydrology Standard 1: The mitigation site hydroperiod is restored**
- **Hydrology Standard 2: Area and depth of wetland hydrological zones**
- **Hydrology Standard 3: Corps wetland hydrology criteria**
- **Hydrology Standard 4: Provides sediment retention**

Soils Performance Standards

- **Soil Standard 1: Soils parameters will be used to provide supportive evidence of success but will not carry minimum requirements**
- **Soil Standard 2: Soil chemical and physical parameters**

Vegetation Performance Standards

- **Vegetation Standard 1: Vegetation survival and density**
- **Vegetation Standard 2: Vegetation species diversity and composition**
- **Vegetation Standard 3: Meet current federal delineation manual for hydrophytic vegetation**

General Standard

- **Assessment of Wetland Function and Value using Charleston Method adopted by the Little Rock District Corps of Engineers**

ii) Specific performance standards will be applied to Contractor's work during the construction phase to evaluate acquisition of appropriate equipment and materials and success of hydrological modifications, seedbed preparation, and establishment of targeted vegetation, as described within 02921 specifications in Bid Documents. ECO's performance standard methodology will serve a three-fold purpose: 1) The methodology will be utilized during construction to evaluate Contractor's conformance with 02921 specifications; 2) The methodology will be utilized to develop the Wetland Monitoring Plan, as required by the project Section 404 permit; and 3) The methodology will be utilized to develop Project Performance Reports, as required by the terms and conditions of the RLF Project No. CS-050803-03 administered by the ASWCC.

c) Wetland Mitigation Monitoring Plan

The Section 404 permit issued to FAYETTEVILLE requires annual monitoring and reporting. A total of five annual reports on the status of the mitigation level of success shall be submitted to the Corps of Engineers. The first report is due on December 31st after the first growing season following completion of the mitigation work, and subsequent reports shall be submitted on or before December 31st of each year thereafter. These reports shall include inventories of all plant species, along with their estimated relative frequency and

percent cover, and photographs showing all representative areas of the mitigation site. Additionally, the reports are to include the results of applying the performance standards.

i) For the purpose of developing a standardized approach to monitoring, ECO will develop a Wetland Mitigation Monitoring Plan to include procedures for measuring achievement of performance standards described above. The Plan can subsequently be the primary tool used to conduct the annual monitoring reports utilizing the following criteria:

- Soil evaluations for characteristics of redoxymorphic conditions
- Soil chemical and physical parameters
- Hydrological instrument and surface water observations of degree of inundation/saturation
- Plant community status with regard to community dominants; survival rate of planted species; and ratio of planted species versus volunteer species
- Assessment of wetland function (Charleston Method) for the mitigation site
- Comparison of mitigation site functional characteristics to reference wetland
- Capability of the mitigation wetland to store or detain precipitation introduced into the system
- Capacity of the wetland to store water below the wetland surface
- Growth or biomass accumulation and decomposition that indicates elements are converted between organic and inorganic forms
- Microtopographic relief sediment scour and deposition
- Redistribution of detritus
- Localized sediment deposition
- Structural roughness
- Presence of debris jams and wrack; debris blockages in active channels and in side channels; accumulations in microtopographic depressions; accumulations in vegetation
- Vegetative community (density, basal area, vertical stratification, cover and species composition) typical of reference site with evidence of nutrient uptake and release (plant growth, litter production, decomposition rate, etc.)
- Surface films or layers of recently deposited sediments
- Maintenance of wetland and upland hydrological zones
- Nutrient transformations and processing
- Maintain characteristic detrital biomass
- Habitat maintenance of spatial structure to support animal populations and guilds by providing heterogenous habitats
- Nutrient cycling processes that convert elements from one form to another; primarily recycling processes
- Meeting federal criteria for wetland soils, hydrology and vegetation
- Photographic documentation from permanent photo stations
- Corrective actions

d) Wetland Mitigation Operations and Maintenance Manual

The goal of the wetland vegetation management is to have the presence of desirable species for a significant portion of the growing season in most years that are usually dominated by perennial plants. The primary avenue to achieve this is proper control of hydrology. The wetland mitigation cells will be constructed with weir structures for control of water levels. The wetlands need periods of drawdown for life cycle completion of wetland plant species. Therefore, the wetland cells have been designed to store water when needed, and to release water as necessary, in order to maintain the required level of soil inundation and/or saturation. The wetland mitigation contract design calls for installation of hydrological

parameter investigation instruments in order to monitor the surface soil hydrological regime within each wetland cell for the purpose of tracking groundwater and soil moisture levels.

i) **ECO** will develop a Wetland Mitigation Operations and Maintenance Manual to include procedures for the following:

- **Generation of a database of hydrological parameter investigation instruments to evaluate cause and effect relationships between operations of flow control structures and plant community diversity, site hydrology, and soil characterization.**
- **Generation of a database of surface water inundation and rainfall**
- **Seasonal operation of discharge events at weir structures**
- **Seasonal water storage within wetland cells**
- **Seasonal vegetation management to control plant community succession**

PART D - REGULATORY COMPLIANCE DURING CONSTRUCTION PHASE

a) Site Observations

ECO will conduct monthly site compliance observations. During the evaluations, **ECO** will identify activities that exhibit potential violations of environmental permits. These services shall include evaluations of erosion control structure implementation and maintenance, maintenance of required recordkeeping, and proper materials storage and disposal. **ECO's** site visitation services will include evaluations for compliance with the ADEQ general storm water permit for construction activity (ARR150541), Section 404 individual permit for west side construction activities, Nationwide Section 404 permit for east side construction activities, and compliance with Part 112 of Title 40 of the Code of Federal Regulations for oil storage requirements on construction sites. After each site visit, **ECO** will develop a brief report of findings to discuss the areas where corrective actions are needed. Whenever practicable, the monthly site compliance observations will be performed concurrently with Wetland Mitigation Site Observations, marking wetlands in the field, and monthly progress meetings.

b) Storm Water Pollution Prevention Plan for Construction Activity Revisions

Currently, ADEQ is revising language to the storm water construction general permit (ARR150000) that will affect the **FAYETTEVILLE's** Wastewater Improvements Project. **ECO** participates on the Storm Water Permit Task Force that is currently working with ADEQ to review the forthcoming permit revisions. The revised permit is anticipated to become effective in October of 2005.

i) Upon the issuance of the "modified" general storm water permit, **ECO** will revise the Master Comprehensive Best Management Practices Plan, and the Addendum Comprehensive Best Management Plans for all project construction contracts, as required by the permit.

c) ADEQ Storm Water Permit For Industrial Activity

The new Westside Wastewater Treatment Facility will be required to have the ADEQ **industrial** storm water permit ARR000000 for "Operators of Facilities Discharging Storm

Water Associated With Industrial Activity Located in the State of Arkansas". **This is not the same permit as the storm water construction permit** (ARR150000) for "Facilities Discharging Storm Water Associated With Construction Activity Located in the State of Arkansas". The industrial storm water permit regulates discharges composed entirely of storm water associated with **industrial** activity, including:

"ix. Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage, treatment, recycling, and reclamation of municipal or domestic sewage, including lands dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 million gallons per day or more, or required to have an approved pretreatment program under 40 CFR Part 403."

The Westside WWTP will have a design flow in excess of 1.0 mgd, and is required to have an approved pretreatment program, therefore the facility will be regulated under the general storm water permit for industrial activity. **FAYETTEVILLE** will be required to submit a Notice of Intent (NOI) **at least two weeks** prior to the commencement of storm water discharge from the facility. More specifically, this means two weeks before the facility receives and treats wastewater. A storm water pollution prevention plan (SWPPP) must be developed prior to submittal of the NOI.

- i) **ECO** will develop the NOI for submittal to ADEQ.
- ii) As required by the permit, **ECO** will develop a SWPPP for industrial activity to include the following required elements:
 - **Pollution Prevention Team**
 - **Description Of Potential Pollutant Sources**
 - **Site Drainage Map Showing Direction Of Flow And Materials Handling Areas**
 - **Inventory Of Exposed Materials**
 - **Spills And Leaks.**
 - **Risk Identification And Summary Of Potential Pollutant Sources**
 - **Measures And Controls**
 - **Good Housekeeping**
 - **Preventive Maintenance**
 - **Spill Prevention and Response Procedures**
 - **Inspections**
 - **Employee Training**
 - **Recordkeeping**
 - **Non-Storm Water Discharges**
 - **Management of Runoff**
 - **Documentation of Permit Eligibility Related to Total Maximum Daily Loads (TMDL)**
 - **Attainment of Water Quality Standards After Authorization**
 - **Comprehensive Site Compliance Evaluation**

c) Storm Water Construction Permit Notice Of Termination

When all storm water discharges associated with construction activities that are authorized by the general permit have ceased, and final stabilization of disturbed areas has been achieved, a notification letter may be submitted by the **FAYETTEVILLE** to ADEQ on a contract-specific basis. **FAYETTEVILLE** will be required to certify that disturbed soils have been

finally stabilized, that temporary erosion and sediment control measures have been removed, and that all storm water discharges associated with construction activities from the identified contract authorized by the general permit have been eliminated.

- i) Prior to the certification and submittal of the notification letter, ECO will field verify that these tasks have been achieved, upon request. Should final stabilization not be achieved, when ECO is requested to perform the field verification, ECO will develop a brief report of findings to discuss corrective actions needed. If final stabilization has successfully been achieved, ECO will develop a letter of termination of authorization under the general storm water permit for construction activity for each construction contract. Upon achieving final stabilization for all construction contracts, ECO will prepare an official Notice of Termination (NOT) for submittal to ADEQ to completely terminate permit ARR150541.

d) 404 Permit Termination

Standard language contained in Nationwide 404 permit No. 12 for the Eastside collection system includes *"Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody."* and *"In wetlands, the top 6" to 12" of the trench should normally be backfilled with topsoil from the trench"*.

Consequently, when the eastside collection system contracts are completed, FAYETTEVILLE must certify that they have complied with the terms and conditions of the permit. Similarly, the individual Section 404 Permit No. 14207 states, *"After installation of sewerline crossings, you shall restore stream channels and wetland surfaces to original contours. In wetlands, ruts or similar features from equipment must be repaired to create a level surface to improve revegetation of the wetland area"*.

To document that stream and wetland crossings have been restored, as near as possible, to "pre-construction conditions", post-construction evaluations of wetlands and stream crossings shall be conducted to verify that required restoration was completed, as prescribed.

- i) ECO will conduct post-construction observations at 20 wetland and 52 stream crossings at the east side and west side construction sites to observe wetland restoration and streambank stabilization. This can be done concurrently with site visits that are associated with evaluating storm water permit final stabilization requirements, where applicable.

**PART E – FIRST-YEAR WETLAND MITIGATION MONITORING/ASWCC
PERFORMANCE REPORT**

- a) Due to the wetland mitigation being funded through the ASWCC RLF Program, FAYETTEVILLE will be required to submit Quarterly Performance Review Reports, beginning one (1) year after substantial completion of the Wetland Mitigation Site. ECO will utilize wetland mitigation performance standards to develop quarterly performance reports for submittal to ASWCC, and complete the first-year wetland mitigation monitoring report for submittal to the Corps of Engineers.

II - SERVICES AND ITEMS NOT INCLUDED

- a) ECO is not responsible for the following services:

- Aerial photographs/design drawings
- Completing calculations/models for constructed hydrologic budget for constructed wetland
- Flood plain maps for areas within flood plains where construction activities will occur
- Wetland monitoring subsequent to first-year report.

b) Contingent Additional Services

- i) If Contingent Additional Services are required due to circumstances beyond ECO's control, ECO shall notify FAYETTEVILLE and request approval to conduct specific Contingent Additional Services. FAYETTEVILLE retains the options of executing a formal contract amendment approved by the Mayor and the City Council, or approval in writing for Contingent Additional Services to be performed on an hourly rate and expenses basis, charged according to ECO's standard fee schedule. In either case, ECO will provide a cost estimate to FAYETTEVILLE and detail the scope of services, prior to commencing such services. If FAYETTEVILLE deems that such services are not required, FAYETTEVILLE shall give prompt notice to ECO, and ECO shall have no obligation to provide those services.
- ii) The scope of services contained herein is based upon the current environmental regulatory requirements at the time of the development of the scope of services, and upon communications with regulatory personnel. ECO has no control of any regulatory control authority's subjectiveness in regulatory interpretations, the dynamics of environmental regulations, nor the retroactiveness thereof. Should environmental regulatory requirements specific to the project significantly change, or if interpretations of and/or applications of current environmental regulations significantly change, it may become necessary to amend ECO's scope of services.
- iii) Should the locations or alignments of structures, such as effluent line, outfall, pump stations and sewer line alignments, to be changed which necessitate further aquatic resource assessments, such as stream crossing surveys and/or wetland delineations, and significant modifications to documents developed by ECO it may become necessary to amend the scope of services provided by ECO.

**CITY OF FAYETTEVILLE
FEES FOR ENVIRONMENTAL CONSULTING SERVICES**

The charges for labor below are based upon the typical fees for ECO's personnel, and the projected level of effort necessary to complete the tasks described in Appendix A.

The total payment for the basic Scope of Services described in Appendix A is estimated to be Five Hundred Ninety-Eight Thousand Three Hundred and Twenty-Nine U.S. Dollars (US \$598,329), but is not a guaranteed maximum. The total payment is based on expending no more than 4,905 person-hours.

Subject to the City Council approval, adjustment of the estimated sum amount may be made should ECO establish and FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall not be allowed without formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost, fees, or delivery schedule.

If Additional Services beyond the estimated sum amount are required due to circumstances beyond ECO's control, ECO shall notify FAYETTEVILLE and request approval to conduct specific Contingent Additional Services. FAYETTEVILLE retains the options of executing a formal contract amendment approved by the Mayor and the City Council, or approval in writing for Contingent Additional Services to be performed on a time and expenses basis, charged according to ECO's standard fee schedule. In either case, ECO will provide a budget figure to FAYETTEVILLE and detail the scope of services, prior to commencing such services. If the FAYETTEVILLE deems that such services are not required FAYETTEVILLE shall give prompt notice to ECO, and ECO shall have no obligation to provide those services.

For time expended by ECO personnel, payment at hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates". Such rates include overhead and profit. The schedule is effective January 1, 2005, and will be revised annually.

Labor	Hourly Billing Rate
Project Director (Principal)	\$ 102.75
Assoc. Sr. Environmental Scientist	\$ 95.00
Sr. Environmental Scientist	\$ 93.00
Environmental Scientist	\$ 68.25
Field Ecologist	\$ 66.75
Clerical/Administrative	\$ 35.00

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
APPENDIX A – FEES FOR CONSTRUCTION PHASE**

Part A – Project Administration And Management, Coordination, Meetings, Training, Preconstruction Conferences	
Total Labor – 740 hours	\$71,783
Total Expenses	\$10,824
Total Fees	\$82,607
Part B – Construction Survey	
Total Labor – 316 hours	\$39,182
Total Expense	\$3,720
Total Fees	\$42,902
Part C – Wetland Mitigation Site Visitation, Performance Standards, Monitoring Plan, O&M Manual	
Total Labor – 1,894	\$198,971
Total Expenses	\$39,813
Total Fees	\$238,784
Part D – Storm Water & 404 Permit Regulatory Compliance During Construction Phase/SWPPP Industrial Activity	
Total Labor – 1,536 hours	\$161,274
Total Expenses	\$24,907
Total Fees	\$186,181
Part E – First Year Wetland Mitigation Monitoring & ASWCC Performance Reports	
Total Labor – 419 hours	\$44,097
Total Expenses	\$3,758
Total Fees	\$47,855
Construction Phase (Appendix A) Total	
Total Labor – 4,905 Hours	\$515,307
Total Expenses	\$83,022
Total Fees	\$598,329

* Expenses include meals, mileage, lodging, & copying costs

** Labor is projected to be rated based upon the contract spanning from 2005 through end of 2008. Monthly Site compliance evaluations and Progress Meetings are pro-rated over projected hourly fees for 2005, 2006, 2007, and 2008.

*** Total cost estimate is generally based upon ECO, Inc. making monthly trips to Fayetteville to spend three to four days and two to three nights each month, plus labor for document preparation. When practicable, services provided for each trip will be a combination of 1) attending monthly Progress Meetings, 2) attending Pre-Construction Conferences, 3) Providing training for Design Professionals and Contractors, 4) conducting site compliance evaluations for all contracts with current construction activities, 5) marking wetlands for observations by Design Professionals and Contractors, and 6) providing construction services associated with mitigation activities. This approach will save an estimated Sixty-Seven Thousand Five Hundred US Dollars (US\$67,500), as compared to making individual trips to conduct the six aforementioned tasks separately.

Upon request by FAYETTEVILLE or Design Professionals, ECO will essentially be “on call” and will make additional unscheduled site visits to address regulatory compliance issues.

END OF APPENDIX A

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

7/19/2005

City Council Meeting Date

Bob Davis

Submitted By

Water & Wastewater

Division

Department

Action Required:

Approval of Amendment to ECO, Inc. Contract for \$598,329.00 with a 10% contingency of \$59,832 for a total of \$658,161.00. ECO is the environmental consultant for the WSIP.

\$658,161.00

Cost of this request

\$ 113011587.00 -

Category/Project Budget (2005)

Wastewater System Improvements
Project/West Line Work

Program Category / Project Name

4480.9480.5314.00

Account Number

\$ 26703001.29 -

Funds Used to Date

Program / Project Category Name

Wastewater System Improvements

02133.0302

Project Number

\$ 86308585.71 -

Remaining Balance

Project Project Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution #

4515

Department Director

Date

Original Contract Date:

9-16-07

City Attorney

7/5/05

Original Contract Number:

Finance and Internal Service Director

Date

Received in City Clerk's Office

ENTERED
7-1-05
aw

Mayor

Date

Received in Mayor's Office

ENTERED
7/5/05
aw

Comments:

Fayetteville

City Council Meeting of July 19, 2005

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: Bob Davis, P.E., Water & Wastewater Director

Date: July 1, 2005

Subject: **REQUEST FOR ADDITIONAL DESIGN SERVICES FOR RJN, INC. FOR WASTEWATER SYSTEM IMPROVEMENTS PROJECT WL-1, WL-3 AND WL-4.**

RECOMMENDATION : Staff recommends approval of this contract amendment. This recommendation was preceded by a thorough review of proposed tasks presented by Black & Veatch including an intense question and answer session, negotiation and refinement, and finally, revision of their preliminary proposal. A detailed breakdown of tasks and estimated hours for each task are provided on the spreadsheet included with this memo. 100% approval of this request was received from the Water & Sewer Committee on June 28, 2005.

BACKGROUND: Review of sewer line plans, walking alignments, and purchasing easements have raised questions about some of the alignments on the west side sewer lines. Regarding present plans for WL-1, approximately ¼ mile of the Mud Creek Trail will be demolished, mandating cost for rebuilding of the path as well as major inconvenience for path users. Regarding WL-4, old growth woodland area will be destroyed (between Stations 163+00 and 189+00) while unwooded pasture sits immediately adjacent. Regarding WL-4, financial and legal challenges during easement acquisition have provided the motivation to realign WL-4 AT Hwy 540.

DISCUSSION: These changes are being requested by the City and not due to improper design on the part of the Consultant.

BUDGET IMPACT: Payment for construction phase services offered by Black & Veatch will be from the 3/4 -cent sales tax bond election held on November 6, 2001 for the Wastewater System Improvements Project. Funding through the Arkansas Soil and Water Conservation Commission will not be used to fund this expense. The \$165,031.00 requested for these services is 0.13% of the \$125,000,000.00 budget allocated for the Wastewater System Improvements Project.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH RJN GROUP, INC. IN THE AMOUNT OF \$165,031.00 FOR ADDITIONAL DESIGN AND BIDDING SERVICES ASSOCIATED WITH WASTEWATER SYSTEM IMPROVEMENTS PROJECT (WSIP) WL-1, WL-3, AND WL-4.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves an amendment to the contract with RJN Group, Inc. in the amount of \$165,031.00 for additional Design and Bidding Services associated with Wastewater System Improvements Project (WSIP) WL-1, WL-3, and WL-4.

PASSED and APPROVED this 19th day of July, 2005

APPROVED

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

Additional Services for West Side Interceptor Program Scope of Services

I. Pre-Qualification of Contractors Support

RJN will provide support for the City of Fayetteville's efforts in pre-qualifying Contractors for the WL-1 through WL-7 construction projects. These support efforts will consist of:

- a. Review Request for Pre-Qualifications and provide input to refinement prior to distribution.
- b. Distribute Request for Pre-Qualification packages, manage contractor list and prepare and distribute addendums as required.
- c. Attend Pre-Qualification Meetings with the contractors to discuss specific project design issues and overall project requirements.
- d. Assist in the review of pre-qualification statements from Contractors
- e. Provide a written recommendation based on review of the pre-qualification statements

For the purposes of this scope, it is assumed that the Prequalification Meetings will be grouped into four meetings (WL-1 / WL-3 and WL-5, WL-2, WL-4; WL-5 and WL-6).

II. WL-4 – Realignment A – South of 71-B from AR 112 to Gregg Avenue

Due to difficulties securing easements along the original alignment of WL-4 from AR 112 to near Gregg Avenue, RJN has investigated alternate routes that eliminated the need for securing easements from the particular landowner. Three alignments were investigated, sketched and estimates of probable costs developed. Of these three, one was identified as a potential new alignment – from Gregg Avenue, along the south side of 71-B, north along AR 112 to intersect the existing WL-4 alignment. Per direction of the City of Fayetteville, the existing design will be modified to reflect the new alignment as follows:

- a. Prepare survey for new alignment, in accordance with the requirements of the original scope of services.
- b. Prepare easement documents for new permanent and construction easements required for the new alignment. For the purposes of this Scope, three permanent easements and 3 temporary construction easements are assumed.
- c. Prepare geotechnical borings along the proposed alignment to a minimum depth of 15 and maximum depth of 30 feet based on the estimated depth of the main. For the purposes of this scope 5 borings averaging 25 feet in depth are assumed.
- d. Incorporate new survey into design plans and prepare plan profile plans for the new alignment. Modify downstream and upstream designs to accommodate the new alignment. Coordinate the other segment, WL-2 to reflect the revised alignment.
- e. Modify the bid documents to reflect the new alignment including project descriptions and bid quantities.

- f. Perform a detailed review of the revised alignment (quality control review).
- g. Prepare a revised estimate of probable cost for the new alignment.

III. WL-4 – Alignment Revision along Truckers Lane

In conjunction with item II above, RJN will revise the alignment of WL-4 near Truckers Lane to reflect the prior alignment prior to direction from the City of Fayetteville to move the line to the north. For the purposes of this scope, it is assumed that both revisions to WL-4 will be performed at the same time. Specific tasks consist of:

- a. Modify plan document to reflect the new alignment. No additional survey or easements will be required.
- b. Modify bid tab and other specification information as required to reflect the updated alignment.

IV. WL-1 – Modify Alignment to Minimize Impact to Jogging Track

Since the development of the alignment study for the entire west side pipeline projects in 2000, a jogging trail was installed by the City of Fayetteville along a portion of the WL-1 alignment from about 80+00 to 92+00. With the current alignment of WL-1, the jogging track will be impacted in several locations, making the track unusable during the construction of the main through this area. In response to this, RJN has investigated moving the main north of both the track and the existing 18-inch force main. This modification will require the following tasks:

- a. Easement preparation for temporary easements along the north side of the alignment. For the purpose of this scope, a total of two temporary easements are assumed.
- b. Work with the City of Fayetteville to locate the existing 18-inch force main at WL-1 station 80+50 to confirm the depth of the main in this area.
- c. Modify the plan documents to reflect the new alignment. It is anticipated that the depth will be modified from about station 69+00 through 92+00 to accommodate crossing the force main.
- d. Update bid quantities to reflect the new alignment
- e. Modify specifications to reflect the new alignment
- f. Perform a detailed review of the plans
- g. Revise Estimate of Probable Cost

V. WL-1 / WL-3 – Combine Plans and Specifications into Single Bid Package

In order to expedite construction, the City of Fayetteville has directed RJN to combine the WL-1 and WL-3 construction documents into a single bid package. This effort includes resolving any conflicts between the specifications, modifying the bid tabulation to reflect both projects combined, minor modifications to the plans such as titles and sheet numbers, and correlation of General Notes and Details in the two plan sets.

VI. Revise construction plans and specifications to reflect changes negotiated as part of easement acquisition. An allowance not to exceed \$5,000 is established for this task. Should RJN Group, Inc. determine that this amount may be exceeded, RJN shall notify the Director prior to performing any work that would exceed the stated allowance.

18-1875-00

Cost Estimate
For
Additional Work
Westside Sewer Improvements

Task	Cost
WL-4 Realignment East of HWY 112	
Re-design of WL-2, WL-4, and WL-7	\$ 79,325
Survey and Easement Preparation	\$ 19,435
WL-4 Realignment Truckers/Springwood	\$ 20,961
WL-1 Realignment	\$ 19,995
Combine WL-1 & WL-3	\$ 5,360
Contractor Pre-Qualification Assistance	\$ 9,340
Project Administration	\$ 5,615
Miscellaneous Design Plan Changes	<u>\$ 5,000</u>
Total	\$165,031

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

7/19/2005

City Council Meeting Date

Bob Davis

Submitted By

Water & Wastewater

Division

Department

Action Required:

REQUEST FOR ADDITIONAL DESIGN AND BIDDING SERVICES FOR RJN, INC. FOR WASTEWATER SYSTEM IMPROVEMENTS PROJECT WL-1, WL-3, AND WL-4.

\$165,031.00

Cost of this request

\$ 113,011,587.00 -

Category/Project Budget (2005)

Wastewater System Improvements
Project/West Line Work

Program Category / Project Name

4480.9480.5314.00

Account Number

\$ 26,044,840.29 -

Funds Used to Date

Program / Project Category Name

Wastewater System Improvements

02133.0302

Project Number

\$ 86,966,746.71 -

Remaining Balance

Project Project Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution # 112-03

Original Contract Date: 7-15-03

Original Contract Number:

Bob Davis

Department Director

7-1-05

Date

D. J. Whit

City Attorney

7/5/05

Date

Finance and Internal Service Director

Received in City Clerk's Office

ENTERED
7-1-05
akr

Received in Mayor's Office

ENTERED
7/5/05
HJF

Mayor

7/5/05

Date

Comments:

Fayetteville

City Council Meeting of June 19, 2005

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: Bob Davis, P.E., Water & Wastewater Director

Date: July 1, 2005

**Subject: APPROVAL OF REQUEST FOR LUMP SUM FUNDS TO ACQUIRE
EASEMENTS FOR PROJECT EL-1/EL-2 FOR THE WASTEWATER
SYSTEM IMPROVEMENTS PROJECT**

RECOMMENDATION : Staff recommends approval of this purchase to satisfy easement requirements of the WSIP. 100% approval of this request was received from the Water & Sewer Committee on June 28, 2005.

BACKGROUND: As part of the Wastewater Systems Improvement Project (WSIP) the City of Fayetteville has undertaken a major renovation and expansion of the existing east side wastewater collection system including improvements to Line 7 and several east side lift stations. This purchase will satisfy easements required to construct the line work.

DISCUSSION: Approval of a lump sum plus 10% contingency to purchase easements based on completed appraisals for Wastewater System Improvements Project EL1/EL-2 (Line 7 and Pump Stations 13, 14, 16, 19, 21). The request is for \$189,026.00 plus a 10% contingency in the amount of \$18,900.00 for a total request of \$207,926.00.

BUDGET IMPACT: Payment for EL-1/EL-2 easements will be from the 3/4 -cent sales tax bond election held on November 6, 2001 for the Wastewater System Improvements Project. Funding through the Arkansas Soil and Water Conservation Commission will not be used to fund this expense. The \$207,926.00 requested for these services is 0.17% of the \$125,000,000.00 budget allocated for the Wastewater System Improvements Project.

RESOLUTION NO. _____

A RESOLUTION APPROVING A LUMP SUM ALLOCATION IN THE AMOUNT OF \$189,026.00 FOR THE PURCHASE OF EASEMENTS REQUIRED FOR WASTEWATER SYSTEM IMPROVEMENTS PROJECTS (WSIP) EL-1 AND EL-2; AND APPROVING A 10% CONTINGENCY IN THE AMOUNT OF \$18,900.00.

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 lump sum allocation in the amount of \$189,026.00 for the purchase of easements required for Wastewater System Improvements Projects (WSIP) EL-1 and EL-2.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 10% contingency in the amount of \$18,900.00.

PASSED and APPROVED this 19th 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
or
Contracts**

7/19/2005

City Council Meeting Date

Bob Davis

Submitted By

Water & Wastewater

Division

Department

Action Required:

Approval of a lump sum plus 10% contingency to purchase easements based on completed appraisals for Wastewater System Improvements Project EL1/EL-2 (Line 7 and Pump Stations 13, 14, 16, 19, 21). The request is for \$189,026.00 plus a 10% contingency in the amount of \$18,900.00 for a total request of \$207,926.00.

\$207,926.00

Cost of this request

\$ 113,011,587.00 -

Category/Project Budget (2005)

Wastewater System Improvements
Project/Right of Way Acquisition

Program Category / Project Name

4480.9480.5315.00

Account Number

\$ 26910927.29 -

Funds Used to Date

Program / Project Category Name

Wastewater System Improvements

Project Project Fund

02133.0305

Project Number

\$ 86100659.71 -

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Bob Davis
Department Director

7-5-05
Date

D. P. Whit
City Attorney

7/5/5

Stephen Davis
Finance and Internal Service Director

7-6-05
Date

Don Carley
Mayor

7/5/05
Date

Received in City Clerk's Office

ENTERED
7-1-05
aw

Received in Mayor's Office

ENTERED
7/5/05
P.H.

Comments:

Fayetteville

City Council Meeting of June 19, 2005

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: Bob Davis, P.E., Water & Wastewater Director

Date: July 1, 2005

**Subject: APPROVAL OF REQUEST FOR LUMP SUM FUNDS TO ACQUIRE
EASEMENTS FOR PROJECT WL-5 FOR THE WASTEWATER
SYSTEM IMPROVEMENTS PROJECT**

RECOMMENDATION : Staff recommends approval of this purchase to satisfy easement requirements of the WSIP. 100% approval of this request was received from the Water & Sewer Committee on June 28, 2005.

BACKGROUND: As part of the Wastewater Systems Improvement Project (WSIP) the City of Fayetteville has undertaken a major expansion of the existing west side wastewater collection system including a new force main to run from the new Hamestring Lift Station to the new Westside Wastewater Treatment Plant. This purchase will satisfy easements required to construct this line work.

DISCUSSION: Approval of a lump sum plus 10% contingency to purchase easements based on completed appraisals for Wastewater System Improvements Project WL-5 (Hamestring Lift Station to Wastewater Treatment Plant Force Mains). The request is for \$21,380.00 plus a 10% contingency in the amount of \$2,140.00 for a total request of \$23,520.00.

BUDGET IMPACT: Payment for WL-5 easements will be from the 3/4 -cent sales tax bond election held on November 6, 2001 for the Wastewater System Improvements Project. Funding through the Arkansas Soil and Water Conservation Commission will not be used to fund this expense. The \$23,520.00 requested for these services is 0.019% of the \$125,000,000.00 budget allocated for the Wastewater System Improvements Project.

RESOLUTION NO. _____

A RESOLUTION APPROVING A LUMP SUM ALLOCATION IN THE AMOUNT OF \$21,380.00 FOR THE PURCHASE OF EASEMENTS REQUIRED FOR WASTEWATER SYSTEM IMPROVEMENTS PROJECT (WSIP) WL-5; AND APPROVING A 10% CONTINGENCY IN THE AMOUNT OF \$21,380.00.

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 lump sum allocation in the amount of \$21,380.00 for the purchase of easements required for Wastewater System Improvements Project (WSIP) WL-5.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 10% contingency in the amount of \$21,380.00.

PASSED and APPROVED this 19th 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
or
Contracts**

7/19/2005
City Council Meeting Date

<u>Bob Davis</u>	<u>Water & Wastewater</u>	<u></u>
Submitted By	Division	Department

Action Required:

Approval of a lump sum plus 10% contingency to purchase easements based on completed appraisals for Wastewater System Improvements Project WL-5 (Hamestring Lift Station to Wastewater Treatment Plant Force Mains). The request is for \$21,380.00 plus a 10% contingency in the amount of \$2,140.00 for a total request of \$23,520.00.

<u>\$23,520.00</u>	<u>\$ 113,011,587.00 -</u>	<u>Wastewater System Improvements</u>
Cost of this request	Category/Project Budget (2005)	Project/Right of Way Acquisition
<u>4480.9480.5315.00</u>	<u>\$ 26934447.29 -</u>	<u>Program Category / Project Name</u>
Account Number	Funds Used to Date	<u>Program / Project Category Name</u>
<u>02133.0305</u>	<u>\$ 86077139.71 -</u>	<u>Wastewater System Improvements</u>
Project Number	Remaining Balance	<u>Project Project Fund</u>
		Fund Name

Budgeted Item ☒ Budget Adjustment Attached ☐

Bob Davis 7-5/05
Department Director Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

J. P. Whit 7/5/05
City Attorney Date

Received in City Clerk's Office
ENTERED
7-1-05
dw

Alfred Davis 7-6-0
Finance and Internal Service Director Date

Received in Mayor's Office
ENTERED
7/5/05
PH

Don Coady 7/5/05
Mayor Date

Comments:

Fayetteville

City Council Meeting of June 19, 2005

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: Bob Davis, P.E., Water & Wastewater Director

Date: July 1, 2005

Subject: **REQUEST TO APPROVE PURCHASE FOR FULL REBUILD OF FLIGHT SUBMERSIBLE PUMP (16,000 GPM) FOR LIFT STATION NO. 21 WITH A NOT-TO-EXCEED PURCHASE PRICE OF \$14,685.00.**

RECOMMENDATION : Staff recommends approval of this purchase. This request comes after completing a formal Request for Bid process ending Wednesday, June 29, 2005. 100% approval of this request was received from the Water & Sewer Committee on June 28, 2005. The request is for the low bid.

BACKGROUND: This is one of two Flight submersible pumps utilized a Lift Station 21 on Happy Hollow Road. Presently, the one remaining pump is handling wastewater flows. The need for redundancy at this lift station makes this purchase imperative.

DISCUSSION: This pump failed during the 2nd week of June 2005. We are requesting for rebuild of this pump. A new pump costs approximately \$30,000.00

BUDGET IMPACT: The purchase price of \$13,350.17 plus a 10% contingency for a total of \$14,685.00. Payment for this pump will be from the Water and Sewer Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID # 05-50 TO JACK TYLER ENGINEERING OF ARKANSAS, INC. IN AN AMOUNT NOT TO EXCEED \$13,350.17 TO REBUILD THE FLIGHT SUBMERSIBLE PUMP AT LIFT STATION No. 21; AND APPROVING A 10% CONTINGENCY IN THE AMOUNT OF \$1,335.00.

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 # 05-50 to Jack Tyler Engineering of Arkansas, Inc. in an amount not to exceed \$13,350.17 to rebuild the Flight submersible pump at Lift Station No. 21.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 10% contingency in the amount of \$1,335.00.

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

APPROVED

By

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

BID: 05-50
DATE: 6/29/05
TIME: 3:00 PM
CITY OF FAYETTEVILLE

Submersible Pump Repair

BIDDERS

	Total
1. Evans Electric Motor	\$ 15,000.00
2. Jack Tyler Engineering	\$13,350.17

CERTIFIED: P. Vice
P. VICE PURCH MGR

 W. Tyler
WITNESS

6-29-05
DATE

PROPOSAL FORM

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.

Bid Price Per Specifications: \$13,350.17 plus tax

*ANTICIPATED NUMBER OF DAYS TO COMPLETION: 28

*Note: Maximum number of 28 days.

BIDDERS NAME

Jack Tyler Engr. of Ark, Inc

COMPANY NAME

CONTACT PERSON

Terry Hissong

TITLE

SR. MUNICIPAL SALES

ADDRESS

1806 LOWELL RD

SPRINGDALE AR

TELEPHONE

756-3660 FAX 756-3684

EMAIL ADDRESS

terry@jtengr.com

AUTHORIZED SIGNATURE:

Terry Hissong

All inclusive bids must be submitted no later than June 29th, 2005 at 3:00 PM, to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope clearly marked "Bid 05-50, Submersible Pump Repair" Each bidder will be required to meet or exceed the specifications attached. Any deviation must be noted with specifications attached to bid.

Questions:

- Any questions about the pump motor should be directed to:
Brian Daniels



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

INVITATION TO BID

Bid # 05-50
Submersible Pump Repair

Purchasing Division
479-575-8220

BID #: 05-50

DATE ISSUED: June 20, 2005

DATE & TIME OF OPENING: Wednesday, June 29, 2005
at 3:00 PM ~ Room 306

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

F.O.B. Fayetteville, AR

**City of Fayetteville
Invitation to Bid
Bid 05-50, Submersible Pump Repair**

General Information and Specifications:

Submersible Pump:

- The pump motor to be quoted on is a Flygt Model # CP3500 (100 horse power) submersible pump.

Scope of Work & General Information:

- A complete overhaul of the motor including rewinding of motor stator, testing of any necessary repairs to the rotor, as well as any machine work needed on the rotor or end bells. The rotor must be tested for broken bars. The pump rebuild shall also include the replacement of all motor bearings, o-rings, mechanical seals, and any other manufacturer recommended replaceable wear parts. New S.O. control and power cables shall also be provided.
- **Removal and reinstallation labor is not included within this scope of work.**
- The successful bidder shall be responsible for the costs of insurance and transportation of the motor to and from its point of installation to the bidder's repair facility.
- **The successful bidder will be allowed a four (4) weeks to complete this scope of work.** The four-week period begins at the time the pump is secured to the bidder supplied transportation vehicle and stops upon the arrival of the vehicle at the pump's point of installation.
- Liquidated damages will accrue at the rate of three percent (3%) per calendar day outside the allowed four-week period. The bid amount will be directly reduced by the appropriate percentage represented by the liquidated damages.
- Bidder is responsible for providing all labor, equipment, materials and supplies needed to complete the job as specified.
- Project will not be accepted until the City approves the work after the pump has been rebuilt. Before approval, any damage created by the work being done is the contractor's responsibility to correct.
- The work to be provided under this scope shall be covered under a warranty with minimum terms of 90 days coverage for labor and one year for parts.

PROPOSAL FORM

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.

Bid Price Per Specifications: _____

***ANTICIPATED NUMBER OF DAYS TO COMPLETION:** _____

*Note: Maximum number of 28 days.

BIDDERS NAME _____

COMPANY NAME _____

CONTACT PERSON _____

TITLE _____

ADDRESS _____

TELEPHONE _____ **FAX** _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE: _____

All inclusive bids must be submitted no later than June 29th, 2005 at 3:00 PM, to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope clearly marked "**Bid 05-50, Submersible Pump Repair**" Each bidder will be required to meet or exceed the specifications attached. Any deviation must be noted with specifications attached to bid.

Questions:

- Any questions about the pump motor should be directed to:
Brian Daniels

479-443-3292

- Any questions regarding the **bidding process** should be directed to:

Andrea Foren

City of Fayetteville, Purchasing Division

113 W. Mountain St., Room 306

Fayetteville, AR 72701

Phone: 479-575-8220

E-Mail: aforen@ci.fayetteville.ar.us

TERMS & CONDITIONS

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the City.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bids received after the date and time set for receiving bids will not be considered.
4. 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. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. The bid price shall remain good and firm until project is completed.
6. All products delivered shall comply with applicable standards of quality.
7. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Form.
8. Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the furnishing of the items bid in this document.
9. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
10. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
11. Bidders must provide the City with their bids signed by an employee 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.
12. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
13. The 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 for any costs incurred by bidder in preparation of bid.

14. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8256 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
15. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request. Each apparent low bid will be reviewed line by line to ensure compliance with specifications prior to recommendation for award.
16. Bids must be hand delivered or received by mail in the Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701, on or before the time of closing listed on the face of the bid.

CONTRACT

This contract executed this ____ day of _____, 2005, between the City of Fayetteville, Arkansas, and _____.

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

1. _____ at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 05-50 as stated in _____ bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid #05-50, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay _____ 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 _____ consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 05-50 with the specifications and conditions typed thereon.
 - B. _____ 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 _____ and may be modified only by a duly executed written instrument signed by the City of Fayetteville and _____.

5. _____ shall not assign its duties under the terms of this agreement.

6. _____ 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 _____ 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. _____ shall furnish a proof of insurance, showing that the company carries Comprehensive General & Automobile Insurance which must be valid for any vehicles transporting City of Fayetteville property.

The premiums for all insurance shall be paid by Contractor.

8. _____ 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 _____ 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.

11. 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.

12. Jurisdiction: Legal jurisdiction to resolve any disputes must be **Arkansas with Arkansas law** applying to the case.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2005.

**CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS**

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

SIGNATURE: _____
AUTHORIZED CONTRACTOR

BY: _____
NAME AND TITLE

ATTEST: _____
COMPANY SECRETARY

BUSINESS ADDRESS

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

7/19/2005
City Council Meeting Date

Bob Davis
Submitted By

Water & Wastewater
Division

Department

Action Required:

APPROVE TO PURCHASE FULL REBUILD OF FLIGHT SUBMERSIBLE PUMP (16,000 GPM) FOR LIFT STATION NO. 21 WITH A NOT-TO-EXCEED PURCHASE PRICE OF \$13,350.17 PLUS 10% CONTINGENCY FOR A TOTAL OF \$14,685.00. BIDS FOR THIS PUMP WILL BE RECEIVED ON WEDNESDAY, JUNE 29, 2005.

\$14,685.00	\$ 185,955 -	Upgrade/Replace Lift Stations-WWTP
Cost of this request	Category/Project Budget (2005)	Program Category / Project Name
5400.5800.5414.00	\$ 58,447 -	
Account Number	Funds Used to Date	Program / Project Category Name
02068.1	\$ 127,508 -	Water & Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

Bob Davis
Department Director

7-5-05
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

D. F. White
City Attorney

7/5/05
Date

Original Contract Number: _____

Steph Davis
Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office

ENTERED
7/14/05
aw

Don Coody
Mayor

7/5/05
Date

Received in Mayor's Office

ENTERED
7/5/05
JH

Comments:

Fayetteville

City Council Meeting of July 19, 2005

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: Bob Davis, P.E., Water & Wastewater Director

Date: July 1, 2005

**Subject: REQUEST TO PURCHASE FURNITURE AND 62 LOCKERS FOR
THE NEW WATER AND WASTEWATER MAINTENANCE FACILITY
WITH A TOTAL PURCHASE PRICE OF \$207,626.67.**

RECOMMENDATION : Staff recommends approval of this contract to purchase office equipment for the new Water and Wastewater Maintenance Facility. 100% approval of this request was received from the Water & Sewer Committee on June 28, 2005. With approval of this purchase, receipt of the furniture and lockers is expected mid-September 2005.

BACKGROUND: The City of Fayetteville has undertaken construction of a new Water and Wastewater Maintenance Facility to replace the old facility on Cato Springs Road. This request is for furnishings for the new facility.

DISCUSSION: This purchase will provide all of the office furniture required for the new Water and Wastewater Maintenance Facility.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF 62 LOCKERS AND OTHER FURNISHINGS FOR THE NEW WATER AND WASTEWATER MAINTENANCE FACILITY FROM MISSCO CONTRACT SALES, LLC IN THE AMOUNT OF \$207,626.67; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$19,843.00.

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 purchase of 62 lockers and other furnishings for the New Water and Wastewater Maintenance Facility from MISSCO Contract Sales, LLC in the amount of \$207,626.67.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a Budget Adjustment in the amount of \$19,843.00.

PASSED and APPROVED this 19th day of July 2005

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

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

A.10.
Water and Wastewater Maintenance Facility
Furniture Purchase
Page 3 of 24

Budget Year 2005	Department: Water & Wastewater Division: Water & Sewer Maintenance Program: Capital Water Mains	Date Requested 7/19/2005	Adjustment Number
-------------------------	---	---------------------------------	-------------------

Project or Item Requested:
\$19,843 in the Professional Services account.

Project or Item Deleted:
None. \$19,843 from the Use of Fund Balance is proposed.

Justification of this Increase:
Funds are needed for the purchase of furniture and 62 lockers for the new Water & Wastewater Maintenance Facility.

Justification of this Decrease:
Sufficient funding remains to comply with City policy.

Increase Budget (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Minor equipment	5400	5600	5210	00	19,843	98076	1

Decrease Budget (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	5400	0940	4999	99	19,843		

Approval Signatures

Requested By	Date
Budget Manager	Date
Department Director	Date
	Date
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

Office Furniture Comparison

Corner Desk
2 Door File Cabinet
Return (36 wide)
Return (42 wide)
Lateral File

KI	HM	GI
\$448.20	\$462.00	\$394.56
\$480.60	\$518.10	\$264.24
\$325.08	\$465.85	\$372.24
\$342.36	\$484.00	\$394.56
\$809.46	\$931.70	\$559.44

TOTALS \$2,405.70 \$2,861.65 \$1,985.04

PRICE QUOTATION

Date: 6/27/2005

To: Coy Hurd
Peggy Vice
City of Fayetteville

Re: Water and Sewer Facility Furnishings

MISSCO Contract Sales, LLC
Mack Skeen, Sales Representative
527 E. North Street
Fayetteville, AR 72701
479.521.5890 (phone/fax)
479.957.2914 (cell)

The following pricing is based upon the RFP submitted to the City of Fayetteville. Products are based upon the several meetings with department heads and personnel that will occupy the new facility. Any changes required to the listing below because of existing conditions will be submitted in the form of a change order (either an add or deduct), however site visits have resulted revisions that should eliminate any further changes. Lead time is approximately 6-9 weeks after the order is received by the manufacturer. Please contact me if there are any questions.

KI Products - Discounting per RFP

Category 1 Seating - Discount of 46%

Category 2 Desks - Discount of 46%

Category 3 Tables - Discount of 46%

Category 4 Modular Furniture - Discount of 49%

Category 7 - Storage - Discount of 46%

All colors/products per previously submitted product listing, color board, and specifications.

Qty.	Model Number	Item Description	Unit Price Per RFP	Total Price	Unit List
3	S7B/3663015	7SF BOOKCASE-36WX66HX15"D-4 ADJ SHELVES	\$ 382.32	\$ 1,146.96	\$ 708.00
1	P358F/74P	Portico Table 42x66 - PVC Edge Area: 101	\$ 737.64	\$ 737.64	\$ 1,366.00
1	7D/18CDL	7S CENTER DRAWER W/LOCK	\$ 85.86	\$ 85.86	\$ 159.00
1	7D/B2442-3L-9-P	7S BRIDGE 24DX42WX29H,3MM PVC,PART.MOD	\$ 317.52	\$ 317.52	\$ 588.00
1	7D/CS2472-3L-P	7S CREDENZA SHELL,24DX72WX29H,PVC EDGE,PART.MOD	\$ 416.34	\$ 416.34	\$ 771.00

Qty.	Model Number	Item Description	Unit Price Per Rfq	Total Price	Unit List
1	7D/D3672-3L-F	7S DESK 36DX72WX29H, 3MM PVC, FULL MODESTY	\$ 523.80	\$ 523.80	\$ 970.00
1	PRDS24/WW/PM	WWKS ON MODULE 24"W STEEL FRONT OVERHEAD	\$ 168.30	\$ 168.30	\$ 330.00
1	PRDS42/WW/PM	WWKS ON MODULE 42"W STEEL FRONT OVERHEAD	\$ 199.41	\$ 199.41	\$ 391.00
1	PTB2416/PM - PV2	WWRKS TACKBOARD ON-MODULE 24"X16"H	\$ 60.69	\$ 60.69	\$ 119.00
1	PTB4216/PM - PV2	WWRKS TACKBOARD ON-MODULE 42"X16"H	\$ 73.44	\$ 73.44	\$ 144.00
1	UTLN24	WWRKS TASKLIGHT MAGNETIC BALLAST 24" W	\$ 53.55	\$ 53.55	\$ 105.00
1	UTLN42	WWRKS TASKLIGHT MAGNETIC BALLAST 42" W	\$ 84.77	\$ 84.77	\$ 127.00
3	PVMT66	WWRKS 66" H WALLTRACK	\$ 16.32	\$ 48.96	\$ 32.00
2	7FB/30615/2D360B	7SF BOOKCASE/FILE 30"WX18"D X65 9/32"H - W/TWO ADJ SHELF	\$ 668.52	\$ 1,337.04	\$ 1,238.00
1	KBM.BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	\$ 239.76	\$ 239.76	\$ 444.00
1	S7L/30240FF	7S CREDENZA FILE-FILE/FILE 30" WIDE	\$ 403.38	\$ 403.38	\$ 747.00
1	S7L/CBW60	7S CNTRBALANCE FOR 2 HIGH LAT OR CREDENZA FILES	\$ 78.30	\$ 78.30	\$ 145.00
1	S7P/1524WBBF	700S WRKSRF SUP PED- BOX/BOX/FILE 30" NOMINAL DEPTH	\$ 307.26	\$ 307.26	\$ 569.00
1	ENGP/AA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd.1	\$ 453.60	\$ 453.60	\$ 840.00
2	TSFAP	Torsion Sled Base Chair w/Arms - Poly	\$ 164.16	\$ 328.32	\$ 304.00
1	P256F/74P	Area: 102 Portico Table 30X72 w/PVC Edge	\$ 416.34	\$ 416.34	\$ 771.00
8	TSFAP	Torsion Sled Base Chair w/Arms - Poly	\$ 164.16	\$ 1,313.28	\$ 304.00
1	S7L/3618T-3L	7SF FILE TOP 18X36 PVC EDGE FOR SIDE BY SIDE UNITS	\$ 120.96	\$ 120.96	\$ 224.00
1	S7L/36360HD	7SF CABINET-2 SHELVES- 36WX18DX39 1/4"H	\$ 395.82	\$ 395.82	\$ 733.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
		Area: 103			
1	7D/18CDL	7S CENTER DRAWER W/LOCK	85.86	85.86	159.00
1	7D/B2442-3L-9-P	7S BRIDGE 24DX42WX29H,3MM PVC,PART.MOD	317.52	317.52	588.00
1	7D/CS2472-3L-P	7S CREDENZA SHELL,24DX72WX29H,PVC EDGE,PART.MOD	416.34	416.34	771.00
1	7D/D3672-3L-F	7S DESK 36DX72WX29H,3MM PVC,FULL MODESTY	523.80	523.80	970.00
1	PRDS42/MW/PM	WWKS ON MODULE 42"W STEEL FRONT OVERHEAD	199.41	199.41	391.00
1	PTB4216/PM - PV2	WWRKS TACKBOARD ON-MODULE 42"X16"H	73.44	73.44	144.00
1	UTLN42	TASK LIGHT-MAGNETIC BALLAST- 36"W	68.58	68.58	127.00
1	PRDS24/MW/PM	WWKS ON MODULE 24"W STEEL FRONT OVERHEAD	168.30	168.30	330.00
1	PTB2416/PM - PV2	WWRKS TACKBOARD ON-MODULE 24"X16"H	60.69	60.69	119.00
1	UTLN24	WWRKS TASKLIGHT MAGNETIC BALLAST 24"W	53.55	53.55	105.00
3	PWT66	WWRKS 66" H WALL TRACK	16.32	48.96	32.00
1	7FB/30615/2D360B	7SF BOOKCASE/FILE 30"WX18"D 9/32"H - W/TWO ADJ SHELF	668.52	668.52	1,238.00
1	KBM,BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	239.76	239.76	444.00
1	S7L/30240FF	7S CREDENZA FILE-FILE/FILE 30" WIDE	403.38	403.38	747.00
1	S7L/CBW60	7S CNTRBALANCE FOR 2 HIGH LAT OR CREDENZA FILES	106.38	106.38	197.00
1	S7P/1530WBBF	700S WRKSRF SUP PED- BOX/BOX/FILE 30" NOMINAL DEPTH	324.00	324.00	600.00
1	S7P/PENTRAY	700S PENCIL TRAY FOR PENCIL DRAWER-BLACK ONLY	4.32	4.32	8.00
1	ENG/P/A/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd.1	453.60	453.60	840.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
2	TSFAP	Torsion Sled Base Chair w/Arms - Poly	\$ 164.16	\$ 328.32	\$ 304.00
		Area: 104			
1	7D/R2472-3L-9-P	7S RETURN, 24DX72WX29H, PVC EDGE, PARTIAL MODESTY	\$ 416.34	\$ 416.34	\$ 771.00
1	7D/DD3672-3L	7S D-SHAPE 36DX72WX29H, 3MM PVC EDGE	\$ 512.46	\$ 512.46	\$ 949.00
1	S7P/1524WFF	700S WRKS RFE SUP PED-FILE/FILE 24" NOMINAL DEPTH	\$ 280.26	\$ 280.26	\$ 519.00
1	S7P/1524WBBF	700S WRKS RFE SUP PED- BOX/BOX/FILE 24" NOMINAL DEPTH	\$ 307.26	\$ 307.26	\$ 569.00
2	PRDS36/MW/PM	WWRKS UNIV.OVHD, STEEL, ON- MOD, 36"W	\$ 187.17	\$ 374.34	\$ 367.00
2	PTB3616/PM - PV2	WWRKS TACKBOARD, ON- MODULE, 36WX16"H	\$ 65.79	\$ 131.58	\$ 129.00
1	7FB/30615/2D360B	7SF BOOKCASE/FILE 30"WX18"D X65 9/32"H - W/TWO ADJ SHELF	\$ 658.80	\$ 658.80	\$ 1,220.00
2	UTLN36	WWRKS TASKLIGHT, MAGNETIC BALLAST, 36"W	\$ 61.20	\$ 122.40	\$ 120.00
3	PWT66	WWRKS 66" H WALLTRACK	\$ 16.32	\$ 48.96	\$ 32.00
1	ENGPIAA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd.1	\$ 453.60	\$ 453.60	\$ 840.00
2	TSFAP	Torsion Sled Base Chair w/Arms - Poly	\$ 164.16	\$ 328.32	\$ 304.00
		Area: 106			
4	7D/CU2436-3L-F	7S CORNER 24DX36WX29H, 74P PVC, FULL MOD	\$ 448.20	\$ 1,792.80	\$ 830.00
	-G	GROMMETS - CENTER	\$ -	\$ -	
4	7D/OSD72/S	7S CLOSED OVERHEAD-2DR-STEEL- 72WX14DX36H	\$ 480.60	\$ 1,922.40	\$ 890.00
4	7D/R2436-3L-9-F	7S RETURN, 24DX36WX29H, PVC EDGE, FULL MODESTY	\$ 325.08	\$ 1,300.32	\$ 602.00
4	7D/R2442-3L-9-P	7S RETURN, 24DX42WX29H, PVC EDGE, PARTIAL MODESTY	\$ 342.36	\$ 1,369.44	\$ 634.00
4	7D/TB7219-PV2	7S TACKBOARD 72WX19H	\$ 255.96	\$ 1,023.84	\$ 474.00

Qty.	Model Number	Item Description	Unit Price Per RFQ	Total Price	Unit List
4	7D/TLN48	7S TASK LIGHT-MAGNETIC BALLAST 48"W	72.38	\$ 289.44	\$ 134.00
4	KBM.BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	239.76	\$ 959.04	\$ 444.00
4	S7P/1524WBGF	700S WRKSRF SUP PED- BOX/BOX/FILE 24" NOMINAL DEPTH	307.26	\$ 1,229.04	\$ 569.00
4	S7P/1524WFF	700S WRKSRF SUP PED-FILE/FILE 24" NOMINAL DEPTH	280.26	\$ 1,121.04	\$ 519.00
4	S7P/PENTRAY	700S PENCIL TRAY FOR PENCIL DRAWER-BLACK ONLY	4.32	\$ 17.28	\$ 8.00
4	ENG/PAA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd.1	453.60	\$ 1,814.40	\$ 840.00
4	TSFAP	Torsion Sled Base Chair w/Arms - Poly	164.16	\$ 656.64	\$ 304.00
		Area: 107			
2	7D/CU2436-3L-P	7S CORNER 24DX36WX29H,74P PVC,PART MOD	448.20	\$ 896.40	\$ 830.00
	-G	GROMMETS - CENTER			
2	7D/OSD72S	7S CLOSED OVERHEAD-2DR-STEEL- 72WX14DX36H	480.60	\$ 961.20	\$ 890.00
2	7D/R2436-3L-9-P	7S RETURN,24DX36WX29H,PVC EDGE,PARTIAL MODESTY	325.08	\$ 650.16	\$ 602.00
2	7D/R2442-3L-9-P	7S RETURN,24DX42WX29H,PVC EDGE,PARTIAL MODESTY	342.36	\$ 684.72	\$ 634.00
2	7D/TB7219-PV2	7S TASKBOARD 72WX19H	255.96	\$ 511.92	\$ 474.00
2	7D/TLN48	7S TASK LIGHT-MAGNETIC BALLAST 48"W	72.38	\$ 144.72	\$ 134.00
2	KBM.BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	239.76	\$ 479.52	\$ 444.00
1	S7L/302402D	7SF LAT. FILE,2H-30W X 18D X 27"H	312.12	\$ 312.12	\$ 578.00
1	S7L/CBW50	7SF 50# CNTRBALANCE FOR 30,36&42"W - 2 & 3H	63.18	\$ 63.18	\$ 117.00
2	S7P/1524WBGF	700S WRKSRF SUP PED- BOX/BOX/FILE 24" NOMINAL DEPTH	307.26	\$ 614.52	\$ 569.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
2	S7P/1524WFF	700S WRKS RRF SUP PED-FILE/FILE 24" NOMINAL DEPTH	\$ 280.26	\$ 560.52	\$ 519.00
2	S7P/PENTRAY	700S PENCIL TRAY FOR PENCIL DRAWER-BLACK ONLY	\$ 4.32	\$ 8.64	\$ 8.00
2	ENGP/AA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd. 1	\$ 453.60	\$ 907.20	\$ 840.00
		Area: 108			
2	7D/CU2436-3L-P	7S CORNER 24DX36WX29H, 74P PVC, PART MOD	\$ 448.20	\$ 896.40	\$ 830.00
	-G	GROMMETS - CENTER	\$		
2	7D/OSD72/S	7S CLOSED OVERHEAD-2DR-STEEL- 72WX14DX36H	\$ 480.60	\$ 961.20	\$ 890.00
2	7D/R2436-3L-9-P	7S RETURN 24DX36WX29H, PVC EDGE, PARTIAL MODESTY	\$ 325.08	\$ 650.16	\$ 602.00
2	7D/R2442-3L-9-P	7S RETURN 24DX42WX29H, PVC EDGE, PARTIAL MODESTY	\$ 342.36	\$ 684.72	\$ 634.00
2	7D/TB7219-PV2	7S TACKBOARD 72WX19H Pallas 2 fabric	\$ 255.96	\$ 511.92	\$ 474.00
2	7D/TLN48	7S TASK LIGHT-MAGNETIC BALLAST 48"W	\$ 73.44	\$ 146.88	\$ 136.00
2	KBM/BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	\$ 239.76	\$ 479.52	\$ 444.00
1	S7B/3663015	7SF BOOKCASE-36WX66HX16"D-4 ADJ SHELVES	\$ 382.32	\$ 382.32	\$ 708.00
2	S7P/1524WBBF	700S WRKS RRF SUP PED- BOX/BOX/FILE 24" NOMINAL DEPTH	\$ 307.26	\$ 614.52	\$ 569.00
2	S7P/1524WFF	700S WRKS RRF SUP PED-FILE/FILE 24" NOMINAL DEPTH	\$ 280.26	\$ 560.52	\$ 519.00
2	S7P/PENTRAY	700S PENCIL TRAY FOR PENCIL DRAWER-BLACK ONLY	\$ 4.32	\$ 8.64	\$ 8.00
2	ENGP/AA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd. 1	\$ 453.60	\$ 907.20	\$ 840.00
		Area: 111			
2	PRDS36/WW/PM	WWRKS UNIV.OVHD, STEEL, ON- MOD, 36"W	\$ 187.17	\$ 374.34	\$ 367.00
2	PRDS54/WW/PM	WWRKS UNIV.OVHD, STEEL, ON- MOD, 54"W	\$ 241.74	\$ 483.48	\$ 474.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
2	PTB/3616/PV2	Tackboard 36" - Pallas Vertical Gd. 2	65.79	131.58	129.00
2	PTB/5416/PV2	Tackboard 54" - Pallas Vertical Gd. 2	90.27	180.54	177.00
2	PWC243624/3L	WWRKS CURV 90D CRNR WKRFSF 24X36X24 PVC EDGE	164.73	329.46	323.00
2	PWR2448/3L	WWRKS RECT WKRFSRF 24"D X 48"W PVC EDGE	134.64	269.28	264.00
2	PWR2454/3L	WWRKS RECT WKRFSRF 24"D X 54"W PVC EDGE	140.25	280.50	275.00
4	PWT30	WWRKS WALL TRACK - 30"H	11.22	44.88	22.00
6	PWT66	WWRKS WALL TRACK - 66"H	16.32	97.92	32.00
2	S7L426135D	7SF LAT. FILE, 5H-42WX18DX65 9/32"H	809.46	1,618.92	1,499.00
2	S7LCBW35	7SF 35# CNTRBALANCE FOR 30,36&42"W - 4, 5 & 6H	49.14	98.28	91.00
2	S7P1524WBBF	7SF SUPPORTING PED-BOX/BOX/FILE-24" NOMINAL DEPTH	307.26	614.52	569.00
2	S7P1524WFF	7SF SUPPORTING PED-FILE/FILE-24" NOMINAL DEPTH	280.26	560.52	519.00
2	S7P/PENTRAY	7S PENCIL TRAY FOR PENCIL DRAWER-BLACK ONLY	4.32	8.64	8.00
2	UTLN36	WWRKS TASKLIGHT, MAGNETIC BALLAST, 36"W	61.20	122.40	120.00
2	UTLN54	WWRKS TASKLIGHT, MAGNETIC BALLAST, 54"W	68.85	137.70	135.00
2	KBM.BL	FULLY ADJ. KEYBOARD TRAY w/ MOUSE SRF (BLACK)	226.44		444.00
2	ENGP/AA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd. 1	453.60	907.20	840.00
2	S7L426155D	Room 112 7SF LAT. FILE, 5H-42WX18DX65 9/32"H	809.46	1,618.92	1,499.00
2	S7LCBW35	7SF 35# CNTRBALANCE FOR 30,36&42"W - 4, 5 & 6H	49.14	98.28	91.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
4	KBM,BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	239.76	\$ 959.04	\$ 444.00
1	PTF.7	WWRKS TOP INFEED (7' LONG)	141.78	\$ 141.78	\$ 278.00
8	PEP42	WWRKS END RUN POST W/END CAP, SAME HT. 42"H	24.99	\$ 199.92	\$ 49.00
4	PFP42	WWRKS 180.2-WAY IN-LINE PNL CONNECTOR, SAME HT. 42"H	14.79	\$ 59.16	\$ 29.00
2	PHJMP8.17	WWRKS PNL PWR. CONNECTORS, 17"W, SHORT HORZNTL, 8 WIRE	23.48	\$ 46.92	\$ 46.00
3	PHJMP8.21	WWRKS PNL PWR. CONNECTORS, 21"W, LONG HORZNTL, 8 WIRE	24.48	\$ 73.44	\$ 48.00
8	PWMA2442-PV2	WWRKS MONO/MONO ACOUST PNL, 24"W X 42"H	191.76	\$ 1,534.08	\$ 376.00
	/D	DOMESTIC, 2 SIDES W/CUTOUS			
	/S	STANDARD			
8	PWMA3642-PV2	WWRKS MONO/MONO ACOUST PNL, 36"W X 42"H	206.55	\$ 1,652.40	\$ 405.00
	/D	DOMESTIC, 2 SIDES W/CUTOUS			
	/S	STANDARD			
4	PRCP815.1	WWRKS RECEPTACLE, 15AMP, CIRCUIT 1	10.20	\$ 40.80	\$ 20.00
4	PRCP815.3	WWRKS RECEPTACLE, 15AMP, CIRCUIT 3	10.20	\$ 40.80	\$ 20.00
4	PRCP815.4	WWRKS RECEPTACLE, 15AMP, CIRCUIT 4	10.20	\$ 40.80	\$ 20.00
6	PRW8.36	WWRKS RIGID WIREWAY KITS, 8 WIRE, 36"W	39.27	\$ 235.62	\$ 77.00
4	PTP3W42	WWRKS 3-WAY T- POST, 42"H, UNUPH.	70.38	\$ 281.52	\$ 138.00
4	PWC243624/3L	WWRKS CURV 90D CRNR WRKSF 24X36X24 PVC EDGE	172.89	\$ 691.56	\$ 339.00
8	PWR2436/3L	WWRKS RECT WRKSRF 24"D X 36"W PVC EDGE	115.77	\$ 926.16	\$ 227.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
1	PXP4W42	WWRS 4-WAY X-POST, 4-WAY CAP, 42"H	\$ 75.48	\$ 75.48	\$ 148.00
4	S7L363603D	7SF LAT. FILE, 3H-36WX18DX39 1/4"H	\$ 473.58	\$ 1,894.32	\$ 877.00
2	S7L426155D	7SF LAT. FILE, 5H-42WX18DX65 9/32"H	\$ 809.48	\$ 1,618.92	\$ 1,499.00
2	S7LCBW35	7SF 35# CONTRBALANCE FOR 30,36&42"W - 4, 5 & 6H	\$ 49.14	\$ 98.28	\$ 91.00
4	S7LCBW50	7SF 50# CONTRBALANCE FOR 30,36&42"W - 2 & 3H	\$ 63.18	\$ 252.72	\$ 117.00
4	S7P1524WB8F	7S WRSRF SUP PED. BOX/BOX/FILE 24" NOMINAL DEPTH	\$ 307.26	\$ 1,229.04	\$ 569.00
4	S7P1524WFF	7S WRSRF SUP PED-FILE/FILE 24" NOMINAL DEPTH	\$ 280.26	\$ 1,121.04	\$ 519.00
4	S7P/PENTRAY	7S PENCIL TRAY FOR PENCIL DRAWER-BLACK ONLY	\$ 4.32	\$ 17.28	\$ 8.00
4	ENGPI/AA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd.1	\$ 453.60	\$ 1,814.40	\$ 640.00
		Area: 114			
2	S7L36360HD	7SF CABINET-2 SHELVES- 36WX18DX39 1/4"H	\$ 395.82	\$ 791.64	\$ 733.00
1	S7L7218T-3L	7SF FILE TOP 18X72 PVC EDGE FOR SIDE BY SIDE UNITS	\$ 165.78	\$ 165.78	\$ 307.00
1	P27F74P	Portico Table 24x84 - PVC Edge	\$ 434.70	\$ 434.70	\$ 805.00
2	7D/CU2436-3L-P	7S CORNER 24DX36WX29H, 74P PVC, PART, MOD	\$ 448.20	\$ 896.40	\$ 830.00
	-G	GROMMETS - CENTER	\$		
2	7D/CU2436-3L-F	7S CORNER 24DX36WX29H, 74P PVC, FULLMOD	\$ 448.20	\$ 896.40	\$ 830.00
	-G	GROMMETS - CENTER	\$		
4	7D/OSD72/S	7S CLOSED OVERHEAD-2DR-STEEL- 72WX14DX36H	\$ 480.60	\$ 1,922.40	\$ 890.00
2	7D/R2436-3L-9-F	7S RETURN 24DX36WX29H, PVC EDGE, FULL MODESTY	\$ 325.08	\$ 650.16	\$ 602.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
2	7D/R2436-3L-9-P	7S RETURN, 24DX36WX29H, PVC EDGE, PARTIAL MODESTY	\$ 325.08	\$ 650.16	\$ 602.00
4	7D/R2442-3L-9-P	7S RETURN, 24DX42WX29H, PVC EDGE, PARTIAL MODESTY	\$ 342.36	\$ 1,369.44	\$ 634.00
4	7D/TB7219 - PV2	7S TASKBOARD 72WX19H	\$ 255.96	\$ 1,023.84	\$ 474.00
4	7D/TLN48	7S TASK LIGHT-MAGNETIC BALLAST 48"W	\$ 72.36	\$ 289.44	\$ 134.00
4	KEM.BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	\$ 239.76	\$ 959.04	\$ 444.00
4	S7P/1524WBBF	700S WRKSRF SUP PED- BOX/BOX/FILE 24" NOMINAL DEPTH	\$ 307.28	\$ 1,229.04	\$ 569.00
4	S7P/1524WFF	700S WRKSRF SUP PED-FILE/FILE 24" NOMINAL DEPTH	\$ 280.26	\$ 1,121.04	\$ 519.00
4	S7P/PENTRAY	700S PENCIL TRAY FOR PENCIL DRAWER-BLACK ONLY	\$ 4.32	\$ 17.28	\$ 8.00
4	ENGPIAA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd.1	\$ 453.60	\$ 1,814.40	\$ 840.00
4	TSFAP	Torsion Sled Base Chair w/Arms - Poly	\$ 164.16	\$ 656.64	\$ 304.00
Area: 117					
4	UTLN48	TASKLIGHT-MAGNETIC-SHELF/CAB 48"W	\$ 71.28	\$ 285.12	\$ 132.00
4	W/BW2448-3L	WZ BASIC WRKSRF LAM TOP 3MM PVC, 24X48	\$ 310.50	\$ 1,242.00	\$ 575.00
/9					
W/W					
WIRE MANAGEMENT TROUGH					
/SD					
Standard Leg					
4	WZUS48	WZ STEEL OVERHEAD STORAGE W/ONE STEEL 48" DOOR	\$ 357.48	\$ 1,429.92	\$ 662.00
4	TPNAP	Torsion Poly Pedestal Chair - Armless	\$ 191.16	\$ 764.64	\$ 354.00
4	KED.30	Area: 119	\$ 76.68	\$ 306.72	\$ 142.00
1	S7B/3663015	7SF BOOKCASE-36WX66HX15TD-4 ADJ SHELVES	\$ 382.32	\$ 382.32	\$ 708.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
100	PNYP/H	Perry Poly Armless Chairs - PVC Glides	\$ 102.60	\$ 10,260.00	\$ 190.00
4	PRYD/BL	Perry Chair Dolly	\$ 170.10	\$ 680.40	\$ 315.00
24	P26F/74P	Portico Tables 24x72 w/PVC Edge	\$ 365.04	\$ 8,760.96	\$ 676.00
6	P25F/74P	Portico Tables 24x60 w/PVC Edge	\$ 347.22	\$ 2,083.32	\$ 643.00
2	PR35FX/74P	Portico Tables 42 Rd. w/PVC Edge	\$ 429.30	\$ 858.60	\$ 795.00
		Area: 123			
2	7D/CU2436-3L-F	7S CORNER 24DX36WX29H, 74P PVC, PART MOD	\$ 448.20	\$ 896.40	\$ 830.00
	-G	GROMMETS - CENTER			
4	7D/OSD36/S	7S CLOSED OVERHEAD 1DR-STEEL-36WX14DX36H	\$ 336.42	\$ 1,345.68	\$ 623.00
4	7D/R2436-3L-P	7S RETURN 24DX36WX29H, PVC EDGE, PARTIAL MODESTY	\$ 325.08	\$ 1,300.32	\$ 602.00
4	7D/TLN24	7S TASK LIGHT-MAGNETIC BALLAST 20" W	\$ 57.78	\$ 231.12	\$ 107.00
4	7D/TB3619-PV2	7S Tackboard 36" - Pallas Vertical 2	\$ 161.46	\$ 645.84	\$ 299.00
1	S7/L425255D	7SF LAT. FILE, 5H-42WX18DX56 3/32" H	\$ 782.72	\$ 792.72	\$ 1,468.00
1	S7/LCBW35	7SF 35# CNTRBALANCE FOR 30,36&42" W - 4, 5 & 6H	\$ 49.14	\$ 49.14	\$ 91.00
2	S7P/1524WBBF	7SF SUPPORTING PED. BOX/BOX/FILE-24" NOMINAL DEPTH	\$ 307.26	\$ 614.52	\$ 569.00
2	S7P/1524WFF	7SF SUPPORTING PED-FILE/FILE-24" NOMINAL DEPTH	\$ 280.26	\$ 560.52	\$ 519.00
2	S7P/PENTRAY	7SF PENCIL TRAY - BLACK FINISH ONLY	\$ 4.32	\$ 8.64	\$ 8.00
2	KISM.BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	\$ 239.76	\$ 479.52	\$ 444.00
2	ENGPIA/WP1	Engage Poly Back Chair w/Adj. Arms - Pallas Cd.1	\$ 453.60	\$ 907.20	\$ 840.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
		Area: 126			
4	S/L423603D	7SF LAT. FILE, 3H-42WX18DX39 1/4"H	\$ 527.58	\$ 2,110.32	\$ 977.00
32	S/L425235D	7SF LAT. FILE, 5H-42WX18DX56 3/32"H	\$ 792.72	\$ 25,367.04	\$ 1,468.00
1	S/L84361-3L	7SF FILE TOP 84X36 PVC EDGE FOR BACK TO BACK UNITS	\$ 298.62	\$ 298.62	\$ 553.00
32	S/LCBW35	7SF 35# CONTRBALANCE FOR 30,36&42"W - 4, 5 & 6H	\$ 49.14	\$ 1,572.48	\$ 91.00
4	S/LCBW50	7SF 50# CONTRBALANCE FOR 30,36&42"W - 2 & 3H	\$ 63.18	\$ 252.72	\$ 117.00
3	P38F774F	Portico Table 36x72 w/PVC Edge	\$ 459.54	\$ 1,378.62	\$ 651.00
5	TPNAP	Torsion Poly Pedestal Chair - Armless	\$ 191.16	\$ 955.80	\$ 354.00
		Area: 128			
1	7WCU2436-3L-F	7S CORNER 24DX36WX29H, 7AP PVC, FULL MOD	\$ 448.20	\$ 448.20	\$ 830.00
	-C	GROMMETS - CENTER			
1	7WOSD72S	7S CLOSED OVERHEAD-2DR-STEEL, 72WX14DX38H	\$ 480.60	\$ 480.60	\$ 890.00
1	7WR2436-3L-9-P	7S RETURN, 24DX36WX29H, PVC EDGE, PARTIAL MODESTY	\$ 325.08	\$ 325.08	\$ 602.00
1	7WR24423L-9-F	7S RETURN, 24DX42WX29H, PVC EDGE, FULL MODESTY	\$ 342.36	\$ 342.36	\$ 634.00
1	7MTB7219 - PV2	7S TACKBOARD 72WX19H	\$ 255.98	\$ 255.98	\$ 474.00
1	7MTLN48	7S TASK LIGHT-MAGNETIC BALLAST 48"W	\$ 72.36	\$ 72.36	\$ 134.00
1	KIM.BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	\$ 239.76	\$ 239.76	\$ 444.00
2	S/L306155M	7S MULTIMEDIA UNIT-30WX18DX65 9/32"	\$ 705.24	\$ 1,410.48	\$ 1,306.00
1	S/L306155D	7SF LAT. FILE 5H-30WX18DX65 9/32"	\$ 624.24	\$ 624.24	\$ 1,156.00
1	S/LCBW35	7SF CONTRBALANCE FOR 30,36&42" 4, 5, & 6H	\$ 49.14	\$ 49.14	\$ 91.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
1	S/P/1524WBF	700S/WRKS/RF SUP PED- BOX/BOX/FILE 24" NOMINAL DEPTH	\$ 303.48	\$ 303.48	\$ 562.00
1	S/P/1524WFF	700S/WRKS/RF SUP PED-FILE/FILE 24" NOMINAL DEPTH	\$ 277.02	\$ 277.02	\$ 513.00
1	S/P/PENTRAY	700S/PENCIL TRAY FOR PENCIL DRAWER-BLACK ONLY	\$ 3.78	\$ 3.78	\$ 7.00
1	ENG/PA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd. 1	\$ 453.60	\$ 453.60	\$ 840.00
2	T/FAP	Torsion Sled Base Chair w/Arms - Poly	\$ 164.16	\$ 328.32	\$ 304.00
		Area: 129			
1	7U/18CDL	7S CENTER DRAWER W/LOCK	\$ 85.86	\$ 85.86	\$ 159.00
1	7U/B2442-3L-9-P	7S BRIDGE 24DX42WX29H, 3MM PVC PART MOD	\$ 317.52	\$ 317.52	\$ 588.00
1	7U/CS2472-3L-P	7S CREDENZA SHELL 24DX72WX29H, PVC EDGE PART MOD	\$ 416.34	\$ 416.34	\$ 771.00
1	7U/D3672-3L-F	7S DESK 36DX72WX29H, 3MM PVC FULL MODESTY	\$ 523.80	\$ 523.80	\$ 970.00
1	KIM.BL	FULL ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	\$ 239.76	\$ 239.76	\$ 444.00
2	S/L/306135M	7S MULTIMEDIA UNIT-30WIX18DIX65 9/32"	\$ 713.34	\$ 1,426.68	\$ 1,321.00
1	S/P/1524WFF	700S/WRKS/RF SUP PED-FILE/FILE 24" NOMINAL DEPTH	\$ 280.26	\$ 280.26	\$ 519.00
1	S/P/1530WBBF	700S/WRKS/RF SUP PED- BOX/BOX/FILE 30" NOMINAL DEPTH	\$ 324.00	\$ 324.00	\$ 600.00
1	ENG/PA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Gd. 1	\$ 453.60	\$ 453.60	\$ 840.00
2	T/FAP	Torsion Sled Base Chair w/Arms - Poly	\$ 164.16	\$ 328.32	\$ 304.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
		Area: 140			
3	7D/CU2436-3L-P	7S CORNER 24DX36WX25H, 7AP PVC, PART MOD	475.20	1,425.60	880.00
	-G	GROUPETS - CENTER			
3	7E/OSD72/S	7S CLOSED OVERHEAD-2DR-STEEL- 72WX14DX35H	480.60	1,441.80	890.00
6	7D/R2436-3L-9-P	7S RETURN 24DX36WX25H, PVC EDGE, PARTIAL MODESTY	325.08	1,950.48	602.00
3	7D/TB72-9-PV2	7S TACKBOARD 72WX19H	255.96	767.88	474.00
3	7E/TLN48	7S TASK LIGHT-MAGNETIC BALLAST 48"W	72.36	217.08	134.00
3	KE.M.BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	239.76	719.28	444.00
3	SL/3636HD/K/A	7SF CABINET-2 SHELVES- 36WX18DX39 1/4"H	395.62	1,187.46	733.00
2	SL/L426155D/K/A	7SF LAT. FILE, 5H-42WX18DX65 9/32"H	809.46	1,618.92	1,499.00
2	SL/CBW35	7SF 35# CNTR BALANCE FOR 30,36X42"W - 4, 5 & 6H	49.14	98.28	91.00
3	SL/P1524WB8F	700S W/RSR/SF SUP. PED. BOX/BOX/FILE 24" NOMINAL DEPTH	307.26	921.78	569.00
3	SL/P1524WFF	700S W/RSR/SF SUP. PED./FILE 24" NOMINAL DEPTH	280.26	840.78	519.00
3	SL/P/ENIRAY	700S PENCIL TRAY FOR PENCIL DRAWER-BLACK ONLY	4.32	12.96	8.00
1	PL6F7AF	Portico Table 36x72 w/PVC Edge	432.00	432.00	800.00
3	ELIGP/AA/P1	Engage Poly Back Chair w/Adj. Arms - Pallas Cd.1	453.60	1,360.80	840.00
3	TSFAP	Torsion Sled Base Chair w/Arms - Poly	164.16	492.48	304.00
		Area: 143			
1	SL/36735HD	7SF CABINET-4 SHELVES- 36WX18DX77 17/32"	626.94	626.94	1,161.00
3	624BU	600 Series Industrial Steel Seat/Backrest - 24"H	34.56	103.68	64.00

Qty.	Model Number	Item Description	Unit Price Per RFO	Total Price	Unit List
		Room: 145 - Equipment/Maintenance			
1	S7L36735HD	7SF CABINET 4 SHELVES 36WX18DX77 17/32"	626.94	626.94	1,161.00
3	624BU	600 Series Industrial Steel Seat/Backrest - 24"H.	34.56	103.68	64.00
1	7E/18CDL	7S CENTER DRAWER W/ LOCK	85.86	85.86	159.00
1	7B/B2442-3L-9-F	7S BRIDGE 24DX42WX29H, 3MM PVC, PART MOD	317.52	317.52	588.00
1	7E/CS2412-3L-P	7S CREDENZA SHELV, 24DX72WX29H, PVC EDGE, PART MOD	416.34	416.34	771.00
2	7E/D3066-3L-P	7S DESK 30DX60WX29H, 3MM PVC, PARTIAL MODESTY	444.98	889.92	824.00
1	7E/D3672-3L-F	7S DESK 36DX72WX29H, 3MM PVC, FULL MODESTY	523.80	523.80	970.00
1	7E/OSD72S	7S CLOSED OVERHEAD-2DR-STEEL 72WX14DX39H	480.60	480.60	890.00
2	7E/R2442-3L-9-F	7S RETURN 24DX42WX29H, PVC EDGE, PARTIAL MODESTY	342.36	684.72	634.00
1	7E/TB7219-PV2	7S TACKBOARD 72WX19H	255.96	255.96	474.00
1	7E/TLN48	7S TASK LIGHT-MAGNETIC BALLAST 48"W	72.36	72.36	134.00
3	KEIM, BL	FULLY ADJ. KEYBOARD TRAY W/ MOUSE SRF (BLACK)	239.76	719.28	444.00
2	S7L306155M	7S MULTIMEDIA UNIT-30WX18DX65 9/32"	713.34	1,426.68	1,321.00
3	S7P/1524WFF	700S WKS/RF SUPP-PED-FILE/FILE 24" NOMINAL DEPTH	280.26	840.78	519.00
3	S7P/1530WBBF	700S WKS/RF SUPP-PED- BOX/BOX/FILE 30" NOMINAL DEPTH	324.00	972.00	600.00
2	S7P/PENTRAY	700S PENCIL TRAY FOR PENCILS DRAWER-BLACK ONLY	4.32	8.64	8.00
3	ENGPI/AA/P1	Engage Poly/Back Chair w/Adj. Arms - Palae Gd.1	454.14	1,362.42	841.00

Qty.	Model Number	Item Description	Unit Price Per Rfq	Total Price	Unit List
2	T&FAP	Torsion Sled Base Chair w/Arms - Poly	\$ 164.16	\$ 328.32	\$ 304.00
2	P25F74R	Portico Table 24x60 w/PVC Edge	\$ 342.90	\$ 685.80	\$ 635.00
TOTAL - NOT INCLUDING TAXES			\$	184,327.06	

Lockers - Not in the RFP		
Qty.	Model Number	Description
62	ASI	Competitor Collection Lockers for Locker Room including filters required to fit existing bases. No bases, flat top, perforated doors and sides, standard colors, 15x18x60, single tier, heavy duty
		Total Price: \$ 11,500.00



ASI STORAGE SOLUTIONS INC.

5717 Distribution Dr. Memphis, TN 38141

Tel: 901-312-6195 FAX: 901-312-6197

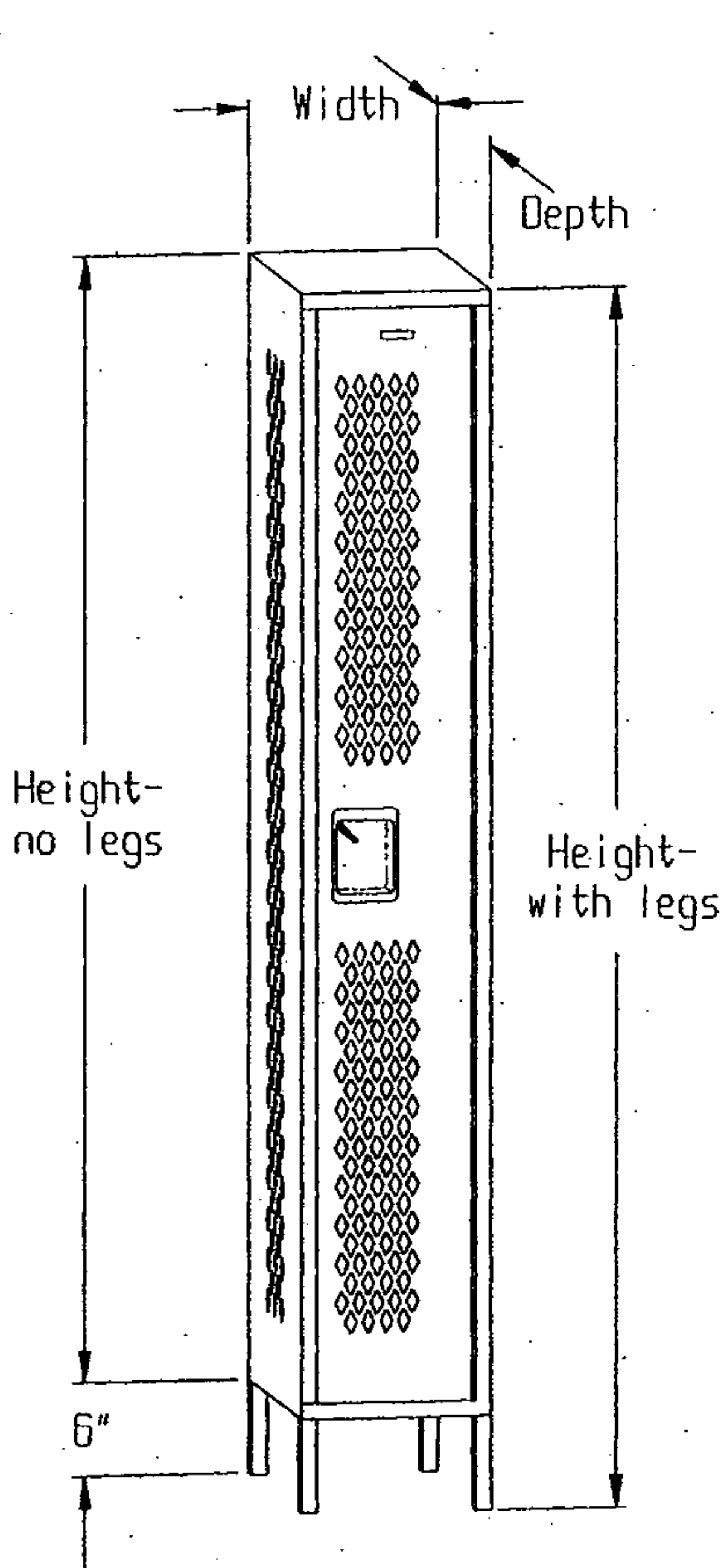
Website: www.asilockers.com

E-mail: info@asilockers.com

COMPETITOR COLLECTION

SINGLE TIER

DATE ISSUED: 1-05



		HEIGHT WITH LEGS	
WIDTH	DEPTH	66	78
12	12		
12	15		
12	18		
15	15		
15	18		
18	18		
18	21		
18	24		
24	21		
24	24		

		HEIGHT NO LEGS	
WIDTH	DEPTH	60	72
12	12		
12	15		
12	18		
15	15		
15	18		
18	18		
18	21		
18	24		
24	21		
24	24		

(pg 1 of 2)



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5717 Distribution Dr. Memphis, TN 38141

Tel: 901-312-6195 FAX: 901-312-6197

Website: www.asilockers.com

E-mail: info@asilockers.com

COMPETITOR COLLECTION

SINGLE TIER

DATE ISSUED: 1-05

SPECIFICATION

Material - All major steel parts shall be of mild cold rolled commercial quality steel.

Finish - All material shall be power washed and phosphate treated for maximum finish color adhesion. All components shall be finished with a hybrid epoxy/polyester powder, electrostatically applied to ensure uniform thickness and baked to cure.

Construction - All lockers shall be built on a unit principle with common intermediate uprights separating units.

Door Frames - Shall be 16 gauge formed in a channel shape. Vertical members shall have additional flange to provide a continuous door strike. Cross frame members shall also be 16 gauge channel shaped.

Doors - Shall be 14 gauge, channel shaped on both the lock and hinge side, with angle formations across the top and bottom. Locker doors shall have a 16 gauge full height reinforcement channel.

Ventilation - Locker sides and door shall be perforated with diamond-shaped openings 3/4" wide X 1-1/2" high in a quantity and pattern to ensure maximum ventilation and maintain structural strength

Body - Backs shall be 18 gauge; all other body parts shall be 16 gauge. Bolt spacing shall not exceed 9" o.c.

Hinges - Shall be full length 16 gauge continuous piano type riveted to both door and frame.

Handles - Shall be one-piece 20 gauge deep drawn stainless steel cup designed to accommodate locks.

Latching - Lockers shall have an 11 gauge frame hook secured to the frame. The frame hook shall have a padlock hasp protruding through the recessed handle. A rubber silencer shall be firmly secured to the frame at each latch hook.

Interior Equipment - Lockers shall be equipped with a shelf. If under 18" deep, locker shall have three wall hooks and one ceiling hook. Lockers 18" deep or more shall have a coat rod instead of a ceiling hook. Lockers 15" wide and wider shall have four wall hooks and one ceiling hook.

Number Plates - Each locker shall have a polished aluminum number plate riveted to door face with black numerals 1/2" high.

Color - Doors, Frames, and all body parts shall be finished in same color.

Assembly - All locker components shall be assembled with rivets.

Installation - Lockers shall be installed in accordance with ASI's installation instructions and shall be level and plumb with flush surfaces and rigid attachment to anchoring surfaces.

(pg 2 of 2)

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

A.10.
Water and Wastewater Maintenance Facility
Furniture Purchase
Page 23 of 24

7/19/2005
City Council Meeting Date

Bob Davis
Submitted By

Water & Wastewater
Division

Department

Action Required:

APPROVE TO PURCHASE FURNITURE AND 62 LOCKERS FOR THE NEW WATER AND WASTEWATER MAINTENANCE FACILITY WITH A TOTAL PURCHASE PRICE OF \$207,626.67 + 10% CONTINGENCY OF \$20,760 FOR A TOTAL OF \$228,390. RLD

\$207,626.67
~~\$228,390.00~~
Cost of this request

\$ 163,832
Category/Project Budget (2005)

Water & Sewer Operations
Center Building
Program Category / Project Name

5400.5600.5210.00
Account Number

\$ 1,443,948
Funds Used to Date

Program / Project Category Name

98076.1
Project Number

\$ 187,884
Remaining Balance

Water & Sewer
Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☒

Bob Davis
Department Director

Date

Previous Ordinance or Resolution #

D. P. Whit
City Attorney

7/6/05

Original Contract Date:

Original Contract Number:

Stephen Davis
Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office

ENTERED
7-1-05
aw

Don Cook
Mayor

7/6/05
Date

Received in Mayor's Office

ENTERED
7/6/05
7/6/05

Comments:



3715 N. Business Drive, Suite 201
Fayetteville, AR 72703

RECEIVED

JUN 01 2005

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

B.1.
Planning Commission Appeal
Dixie Development
Page 1 of 34

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.

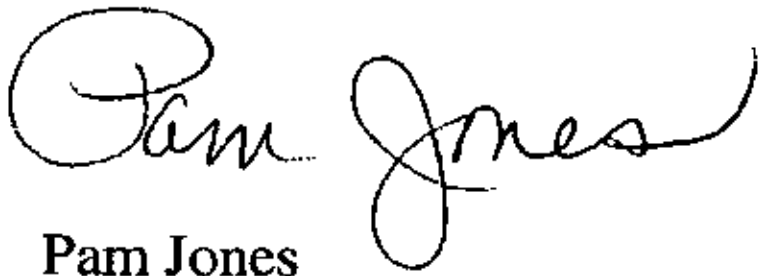
Phone 479.251.0707
Toll Free 877.872.0707
Fax 479.251.0714

*Tabled to 7/19/05 mtg 7/5/05
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

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: _____

DRAFT
DAN COODY, Mayor

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 Arthes/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

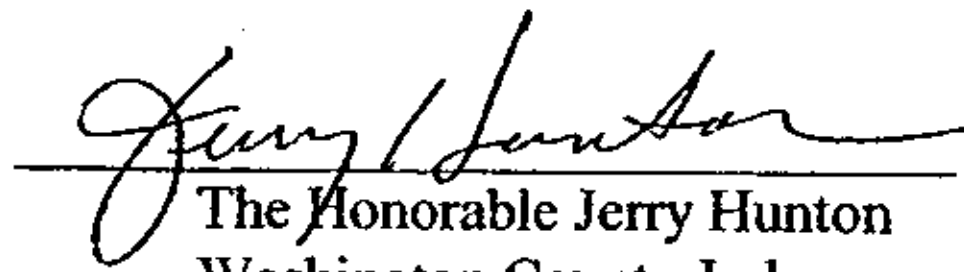
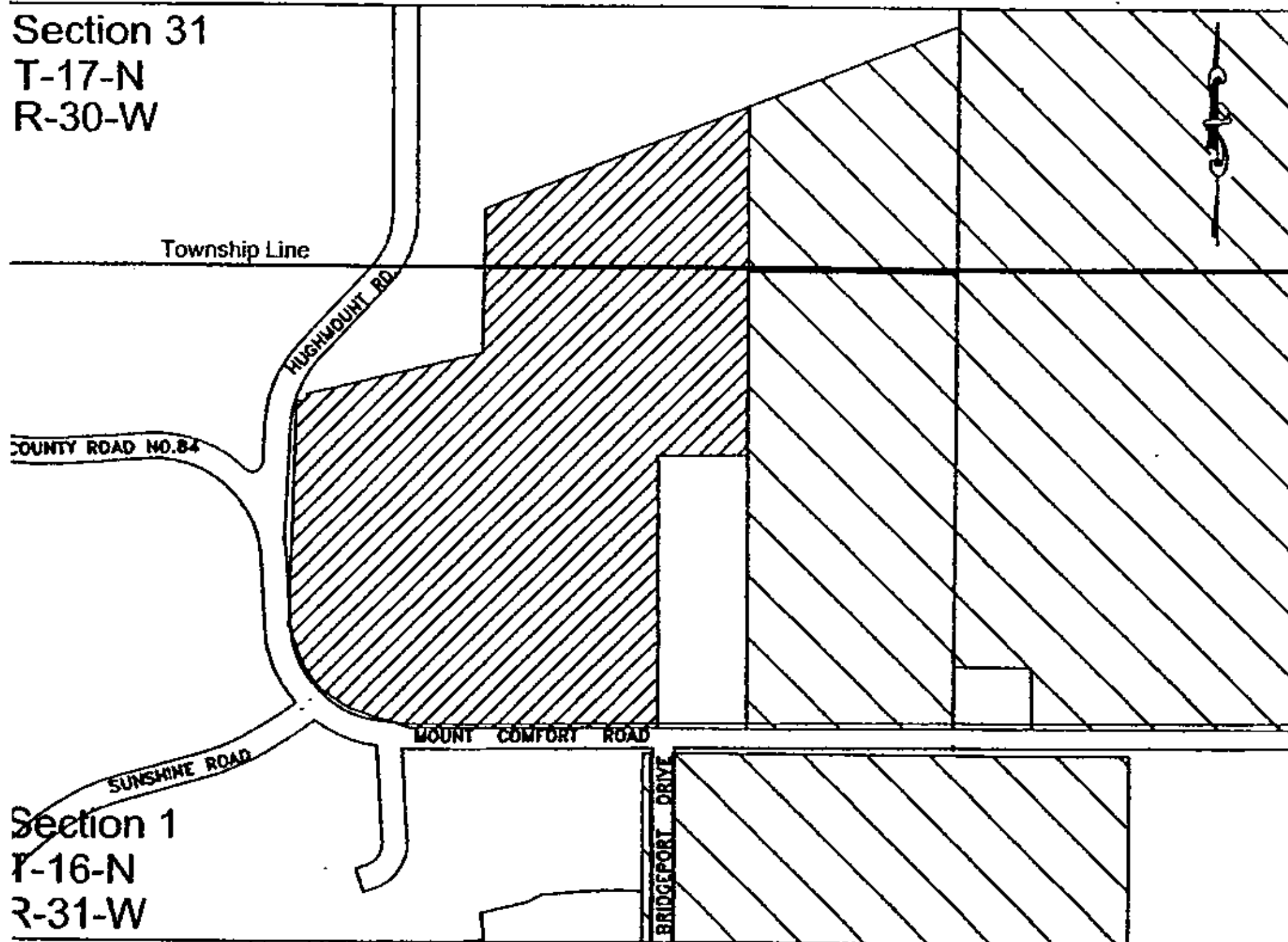

The Honorable Jerry Hunton
Washington County Judge

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 Management 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 56.38 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 38 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

FROM

(MON) FEB 7 2005 10:10:39 AM
ST. 10:39/No. 00109
B.1.
Commission Appeal
Dixie Development
Page 20 of 34

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

**IN THE MATTER OF THE PETITION OF CERTAIN
PROPERTY TO THE CITY OF FAYETTEVILLE,
WASHINGTON COUNTY, ARKANSAS**

NO. CC2005-00109
FILED
2005 FEB 7 7 AM
KAREN COMBES
CLERK & PROBATE
WASHINGTON COUNTY
ARKANSAS

**PETITION TO ANNEX TERRITORY TO
THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS**

Come now the petitioners (the "Petitioners"), Dixie Management and Investment, LP, 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.

Respectfully submitted this 4th day of February, 2005.

State of Arkansas)
) ss.
County of Washington)

4th day of February, 2005.

Notary Public

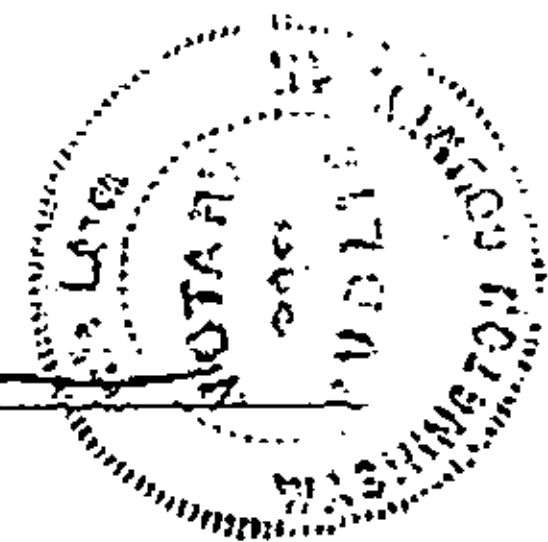


EXHIBIT "A"

Section 31
T-17-N
R-30-W

Township Line

COUNTY ROAD NO. 84

Section 1
T-16-N
R-31-W

SUNSHINE ROAD

MOUNT COMFORT ROAD

VICINITY MAP

LEGEND

-  Area Petitioning to be Annexed
-  Area within Fayetteville City Limits
-  Area in Rural Washington County

Owners:

Dixie Management and Investments, LP
3715 N. Business Drive, Ste. 201
Fayetteville, Ar 72703

CLOSURE OK.

NEED TO CORRECT
UNHIGHLIGHTED
QUARTER REFERENCE.

CLYDE
2-16-05

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 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.

583.56 563.56

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

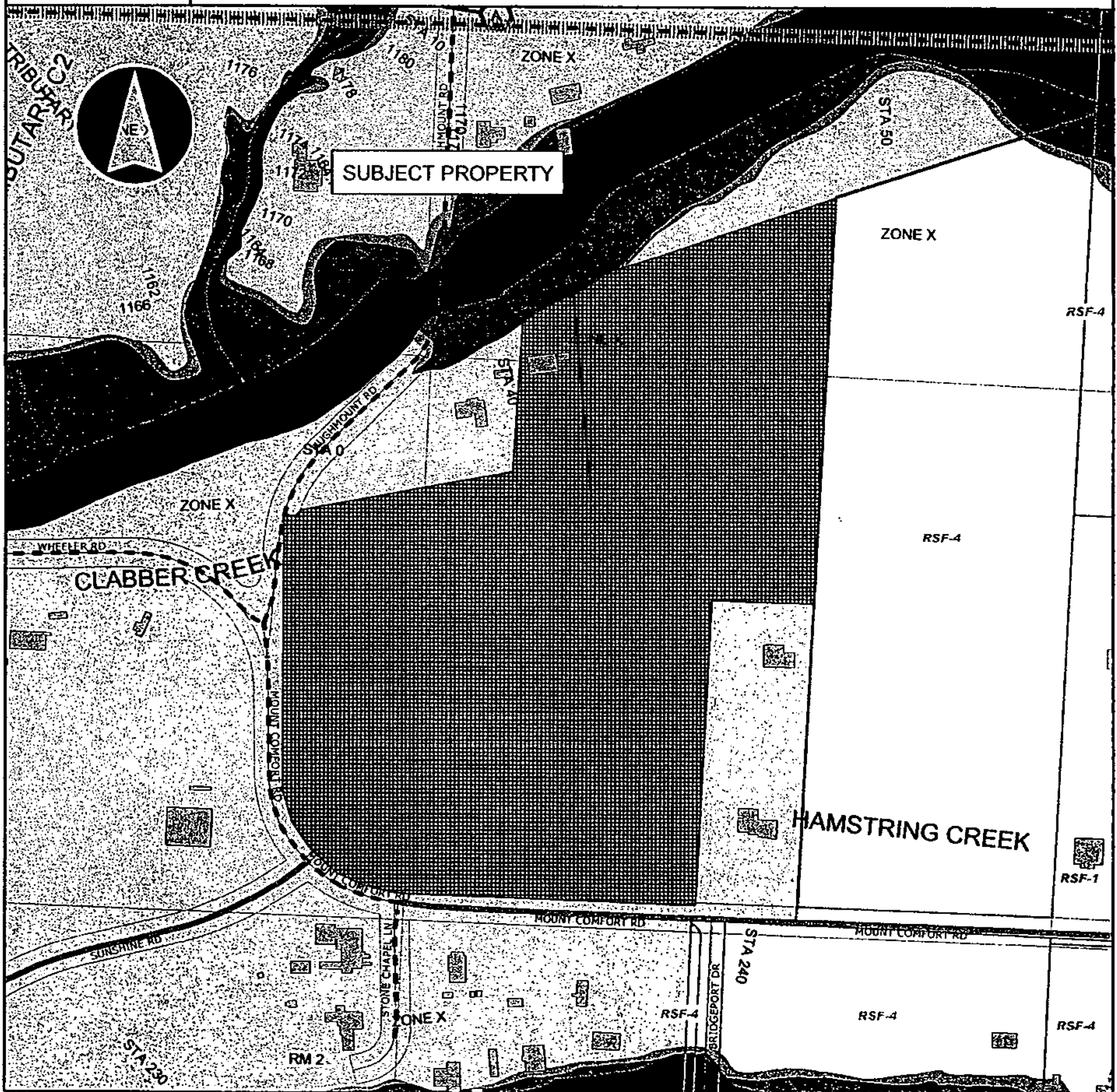
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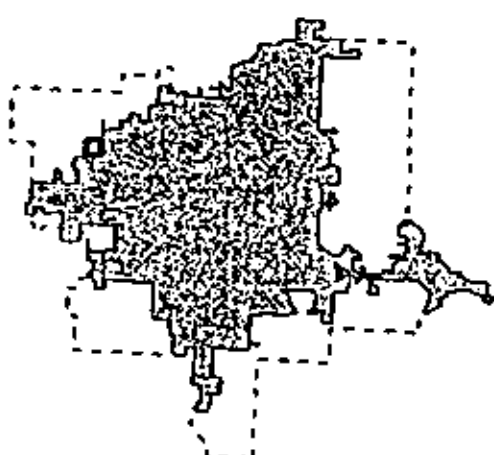
ANX05-1490

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

500 YEAR
LIMIT OF STUDY
BaseLine Profile

Fayetteville
Outside City

0 75 150 300 450 600
Feet

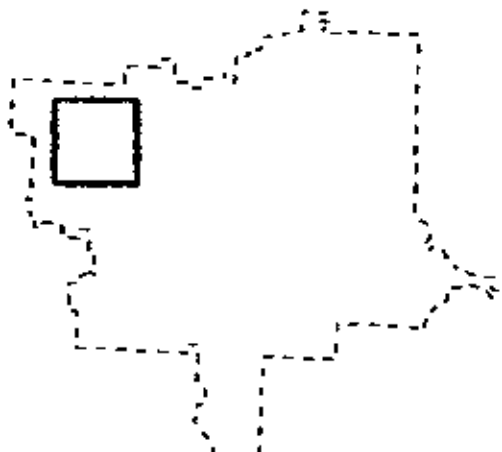
ANX05-1490

One Mile View

DIXIE MANAGEMENT



Overview



Legend

Subject Property

ANX05-1490

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

Planning Commission Minutes
May 23, 2005

Items:

ANX 05-1490 (Dixie Development)

RZN 05-1491 (Dixie Development)

Planning Commission

May 23, 2005

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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.

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.

Ostner: The next item is ANX 05-1490 for Dixie Development submitted by Steve Clark for property located at the northeast corner of Mt. Comfort and Hughmount Road. If we could have the staff report please.

Morgan: Yes Sir. This property is located north of Mt. Comfort and actually, east of Mt. Comfort where Mt. Comfort heads north and then turns into Hughmount Road. Mt. Comfort to the south is a minor arterial and to the west of this property is a collector street. This property is located adjacent to city property to the east where it abuts Wildflower Meadows Subdivision, a recently approved Final Plat and subdivision in this area. It is also located adjacent to other subdivisions such as Bridgeport and Clabber Creek. The applicant proposes annexation of 24.35 acres into the City of Fayetteville at this time. It is adjacent to several collector and minor arterial streets. With development of this property we would require assessments for the nearby Clabber Creek bridge as well as study with regard to water and sewer. Fire and Police currently service the many subdivisions that are in this area. It is a very developed part of town on the western side of Fayetteville at four units per acre density approved in that area. There is, however, as you can see on page 11.18 an island which would be created with annexation of this property. Staff finds that the creation of this island would be problematic in this area and would not meet the policy of one of the annexation guiding policies 11.6(a). We do find that annexation and future development of this property would result in an increased amount on water and sewer services, however, these areas are already currently served by water and sewer and there would be no extensions required to serve this development. The annexation does consist of 24.35 acres. Staff recommends at this time the inclusion of the adjacent three acre tract to the east of the property and potentially the adjacent tract to the west along Hughmount Road. Staff finds that this will create a better city boundary. For the reasons mentioned, staff is recommending denial of this annexation request as it would result in an island of unincorporated property and based on the findings within the staff report. The applicant has also submitted a request to rezone the property to RSF-4 at this time. With regard to this, if the approval of the

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preceding annexation is granted property will be zoned R-A and they are requesting this rezoning, if the annexation is not granted, this rezoning may not be voted upon. However, with regard to the density that is requested, it would allow for four units per acre and the applicant is proposing a subdivision with 63 single family lots. Staff finds that the density requested is compatible with adjacent developments in the area and finds that Fire and Police are currently servicing this well developed area just adjacent to this property and that there are the arterial and collector streets which access this property will allow for adequate city services to the property. Therefore, should the annexation be forwarded with a recommendation for approval staff does recommend approval of the requested rezoning.\

Ostner: Thank you. Will the applicant step forward and give us your presentation please?

Clark: I'm Steve Clark, Clark Consulting, representing Dixie Development. I think the only issue at hand on this one is the creation of an island. The history on the project was my client found the piece of property. They did ask me to do a feasibility. We did a layout and determined that we could develop the property and make it work. Most of the work that I had been doing at that point in time had been working in Springdale and Bentonville. I honestly was not aware of the fact that you guys had the policy about not creating islands when you annex property. Had we known that, we probably would've looked at it a little differently. Based on the numbers and the land and the location and the contiguity with city property we assumed we could get it annexed and developed and brought into the city. I was sitting in a Planning Commission meeting several months ago and the discussion was out at Stonebridge Meadows and you brought up the issue of creating an island and I said "Uh oh, we have a problem." I went back and we have talked to the owner of the three acre property. We asked her if she was interested in selling. We made her a much more than fair offer, a very generous offer. We spent 60 plus days trying to negotiate with her, trying to contact her, trying to acquire her land to no avail. We tried to get her to agree to annexation and she hasn't said that she was not willing to do but she is very difficult to get a hold of and difficult to make a decision. The long and short of it is we have a piece of property that we would like to develop. The only hold up that I'm aware of is the issue of creating a small island. I would hate to see a three acre island cause us to stop this project. If we are not allowed to annex we would have to look at other options, which would be either a step type system or going to slightly larger lots and going to a septic system. We don't want to do that. I don't like step systems, I don't like septic systems but sometimes that is the only alternative. We would appreciate your comments and recommendation for this one.

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Ostner: At this point I am going to open it up to the public for comment. If anyone would like to speak to this issue please come forward. We have no public so I am going to close the public comment session and bring it back to the Commission for comments.

Anthes: I believe I agree with the applicant when he says that the island is the issue in this case. As we all know, the City Council made a policy that we follow. The policy is very clear that we can't create an island however, City Council can. No matter how we vote on this issue the City Council is going to see this item and therefore, I will move to deny ANX 05-1490 based on policy knowing that you can now go forward.

Clark: Second.

Ostner: Is there any further discussion?

Trumbo: To me this property, if you look at the map on page 11.19 it lies right between several water ways here. When I look at this I have to say to myself is it worth letting this property develop right now with a septic system over three acres of an island? I understand that we have a policy of not creating islands. I am not going to vote for your motion because the City Council should know that the development pressure is there and they need to move forward on this taskforce that has already been mentioned tonight. I would rather have an island than 150 septic tanks personally so that is why I am going to vote against this motion.

Graves: We know that there is a great deal of developmental pressure out here. Things have been building out rather quickly out here. North on Salem Road we recently had some county developments out there on septic and we have also recently approved Cherry Hills subdivision on septic, which is right near this area. When we have the opportunity to bring something into the city which is contiguous to other city property like this that I think is an environmentally sensitive area near these creeks, I don't believe it is that you weigh one particular factor to consider in the annexation guidelines heavier than you do the others. There are a number of reasons to annex this and there is one reason to not annex it. It seems like this island factor really seems to be the prominent factor that gets looked at all the time to the exclusion of others and for that reason, I'm against the motion as well.

Vaught: To me this is a little different than the last one dealing with the island issue. Do you feel like with some more time you could possibly talk with the neighbor about joining your annexation?

Clark: We have been talking with her for about five months, I don't think two weeks is going to make a difference.

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Vaught: I was going to extend you the same courtesy we gave the other applicants. Would you want to table this and possibly, I think if you had her it would be a pretty easy call. Without her it makes it a difficult question.

Clark: I am torn. I really am. If I thought in two weeks it would make a difference or get her on board I would say let's table it in two weeks. However, with the time frame that it takes to do the annexation, even if she agreed, we would be 90 plus days away. We would certainly like to have your support and we think it is appropriate to overlook the island. I don't know if you guys have the authority to overlook the island and base your vote on a recommendation over this island issue.

Vaught: Jeremy, if this is denied if they talk to that adjoining property owner and get them to join their annexation request is that substantially different where they could reapply?

Pate: Again, it goes back to the applicant does have the opportunity to appeal to the City Council. The vote here tonight is either a recommendation to table which then would provide more time to get back to this committee to then recommend forwarding to the City Council or deny which then the applicant could appeal with this particular request. A new application could come in at a date in the future.

Vaught: That would be substantially different enough adding one property?

Pate: I would believe so because it would be a different legal description, a different property, a different parcel. We could look at that. The City Council makes that decision so if they deny that is really what would kick in that year requirement. You are just making a recommendation.

Vaught: Correct. I'm saying if City Council denied it over this island issue as well if they were able to get that property owner to join them would that be substantially different enough?

Pate: I think so because honestly, that is the hang up issue for staff to recommend. We contact Ms. Jones, one of the applicant's representative as well, many months ago and sat down and had a conversation with her about this very request and told her that we would not be able to support this request at this time because of the island policy. This is where we are now. Like Mr. Clark mentioned, we didn't see any progress in that.

Vaught: I have one more question for the City Attorney on the guiding policies. I guess they are just policies and one of those would be islands. I know you were probably more involved in writing those guiding policies than any of us were.

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- Williams: The annexation policy is just part of the 2020 Plan that was adopted two or three years ago. Actually, I think it came out of the Planning Department. It simply is one thing to consider. You are not bound to follow any one of those items that are considerations for the annexation. You look at that as a guide and then you make a decision on a case by case basis on what you think is best. Do you want this land in Fayetteville or not. That is your basic question. You have some guiding principals to look at including response time and everything else including whether or not it is a peninsula or an island. Those are all part of your decision but none of them makes your decision. Your recommendation to the City Council is do you want this land within the City of Fayetteville. Do you think it is in the best interest of the City of Fayetteville to have this land within the city limits or not.
- Vaught: With that, I think I am going to have to agree with Commissioners Graves and Trumbo on this item.
- Allen: I think that Commissioner Graves makes some good points about reasons why this land should be annexed. However, in lieu of guidance from the City Council, which I am looking for, I am going to go with the guidance of our staff and will vote to deny.
- Ostner: As I understand it, this issue of islands is not just a detail. The City Council went through a great deal of effort last summer to forcibly annex islands that had been overlooked or left out or whatever. As I understand it, there could be big problems if a piece of land is annexed with a piece of land in the county adjacent to it. Do we not have future trouble requiring sewer and water and requiring a lot of things through land that is not in the city?
- Pate: There are always those issues with services. This is a relatively smaller tract than some of the other ones that we have seen. Improvements adjacent to this property, dedication of right of way, for instance, sewer connection, this will remain on septic until it is within the city limits for this particular piece of property even though sewer would be readily available. Those are the kinds of issues that we look at. Mt. Comfort with the development of this property would be improved except for this section, which leaves a gap. It does create situations which are problematic. I believe that was one of the purposes of that guiding principle was to help alleviate some of those issues.
- Ostner: Part of what we refer to regularly is basically an orderly system of growth outward not let's just do it so they won't put in septic. There are developments all over that could put in septic tomorrow but they are waiting. You know why they are waiting? It is because there is

Planning Commission
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tremendous value if they can get annexed, if they can sell police, water, sewer trash and all of those things with that house. There are going to be Cherry Hills and they are going to say we are going to do it anyway but those are few and far between in the big picture. The reason these came to us is because there is a great thing going on, one of the best things, Fayetteville. We shouldn't give it away. I'm not saying that this shouldn't be annexed ever, I'm not saying that this shouldn't be annexed tonight. Without Ms. So and so's piece of property I am against it. I am not against it per say, I'm just against it the way it is happening tonight I don't think is good for the betterment of the city.

Clark: You were talking about services and utilities, water is across her property.

Ostner: Not just infrastructure though. Police are not allowed to drive outside of the city limits, etc.

Clark: There are some issues with police services, although I don't think they can be prohibited from driving across the county. They just can't provide police services in the county. Sewer would be to the west along Sunshine Drive so sewer wouldn't be an issue. We would extend sewer and propose to construct sewer so that she would have sewer accessible so that would be a motivation factor for her to annex into the city and eliminate this island after the fact. We are prepared to do many things to try to make this happen.

Clark: This land should come into the city, I wish Cherry Hills would have come into the city. However, I am going to follow staff's recommendation because I do believe not creating islands is a good guiding principal. Having said that, I also think the annexation taskforce report that Commissioner Graves mentioned has been done for nine months and we still have not seen it. Please, we need action on it because of situations like tonight. If the City Council would give us some definitive guidelines then we would know better how to make our votes with confidence. I don't have that confidence tonight so I am going to error on the side of caution knowing that you are going to appeal to City Council in two weeks, they are going to make the policy decision whether or not to create an island. I have begged the City Council I am also asking for that report to get a hearing. We haven't even discussed it, the Council hasn't discussed it. It needs to see the light of day and we need to have dialogue about it to get hopeful guidelines in place. I am going to respectfully vote to deny knowing that the City Council can and possibly should override it but that is their policy to make.

Ostner: I also just want to point out that I don't think that we are doing our job any less because we don't have more direction on annexation or these guiding principals or whatever. Council is stuck with the same set of principals as

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May 23, 2005
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we are. They do have the ability to change those whereas we don't. Otherwise, they do count on us for our opinion. The opinion of what we have in front of us tonight so I would encourage you to go ahead and see this for what it is. As Mr. Williams pointed out, we do have total discretion. The island issue does not have to control your no vote, it could control your no vote because we do have the ability to make that decision tonight. We have a motion to deny and we have a second. Is there further discussion? Will you all the roll please?

Roll Call: Upon the completion of roll call the motion to deny ANX 05-1490 was approved by a vote of 5-0-4 with Commissioners Vaught, Graves, Trumbo and Lack voting no.

Thomas: The motion carries.

Williams: I would recommend that you go ahead and consider the rezoning petition. Although, the City Council will not consider a rezoning without approving the annexation but I do think that it would be unfair for the applicant to not have any action taken tonight, I do recommend even though it would be contingent upon the City Council reversing your recommendation I still think you ought to go forward and give the recommendation to City Council with the assumption that it will be annexed.

Ostner: The next item is RZN 05-1491 for Dixie Development, the same piece of property we were discussing previously. Staff, you wrote a recommendation of approval of this rezoning based on compatibility with this and adjoining properties but I am looking at the land use map on page two and note that north of this property is residential development on large lots in the Planning Area south of this is large lot residential development in the planning area and west of this project is large lot residential development in the planning area. East of this property is RSF-4. I guess I would like you to talk about why when this is bounded on three sides by large lot subdivisions you are saying that RSF-4 is a compatible transition.

Pate: A few things have changed. In the very recent future Cherry Hills, which is a 10,000 sq.ft. lot subdivision almost 200 lots have been approved directly northwest of this property. Of course, Wildflower Meadows is to the east. Property from this property all the way east to Ruppel Road is developing residential. One of the largest subdivisions in Fayetteville, Bridgeport subdivision and subsequently Fairfield Subdivision, one property removed to the south is developed at single family. That is zoned RSF-4, it is not developed at that density, it is somewhere around 2.6 or 2.8 units per acre. In that regard, staff found that it was compatible with the properties being developed in that district. The property directly south I believe was actually requested to be annexed several years ago. It was already developed. It was not brought forward in its entirety because

Planning Commission
May 23, 2005
Page 61

of issues with the development and services provided. The applicant at the time was not proposing to bring those services up to city standards and so it was not brought into the city. There are a number of properties that would not be allowed in RSF-4 districts. There is a very large nursery operation in this area. That is going back to the annexation policies and creating islands that is obviously one of the concerns with not having land use controls because that could become a storage unit or other industrial property. As of right now we felt generally in the area that properties were developing in a manner that was compatible with the RSF-4 district. While there are existing large lots, we feel that the trend in this area, even in the county, is to develop with that type of density.

Clark: Mr. Clark, does your developer intend to develop at four units per acre?

Clark, S.: No, we are intending to put lots in that are 85' wide and 130' in depth and so it works out to about 2.6 to 2.8. I believe there is a schematic in the packet of a proposed design.

Morgan: The letter from the applicant stated 63 lots and on this 24.35 acres it is 2.58 units per acre.

Clark: I asked that question because certainly if I would've had the opportunity to vote against the Cherry Hills Subdivision I would have because it wasn't in the city because of density. We certainly looked at a lot of other things. I think RSF-4 to develop at that density would be still very high for this there is no transitional housing in this area and I am much more likely to support what you are talking about.

Clark, S.: We don't want to put small lots, very narrow lots, small lots, anything that would develop at a true four units per acre isn't the size of lots that we are looking at.

MOTION:

Myres: I would like to make a motion that we approve RZN 05-1491 contingent upon City Council annexing.

Ostner: We have a motion to forward, is there a second?

Trumbo: Second.

Ostner: Is there further comment? Could you call the roll please?

Roll Call: Upon the completion of roll call the motion to recommend approval of RZN 05-1491 to the City Council was approved by a vote of 9-0-0.

Planning Commission

May 23, 2005

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Thomas: The motion carries.

Announcements

Meeting adjourned 8:58 p.m.

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.

*Tabled to 7/19/05 mtg 7/5/05
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 Myres Trumbo ²		
CITY COUNCIL ACTION:	Required <u>YES</u>	☒ Approved	☐ Denied
Date: <u>June 21, 2005 (1st reading if recommended)</u>	4-0-0		

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
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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 **RZN05-1491: (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

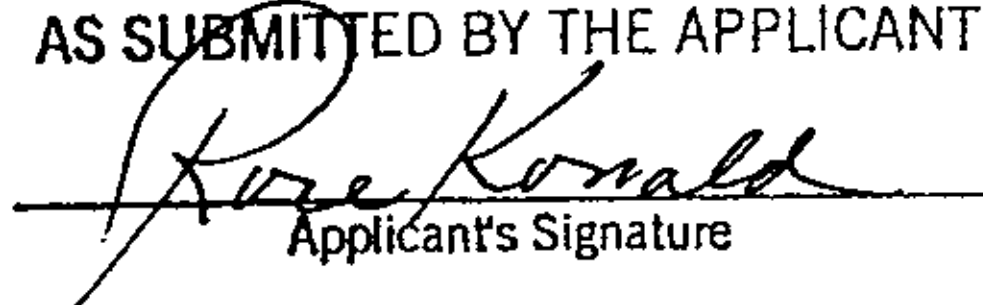
* = Proposed Station 3

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.

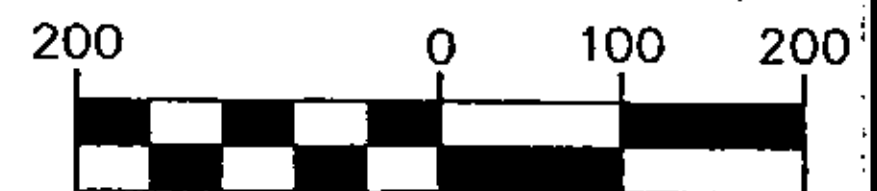
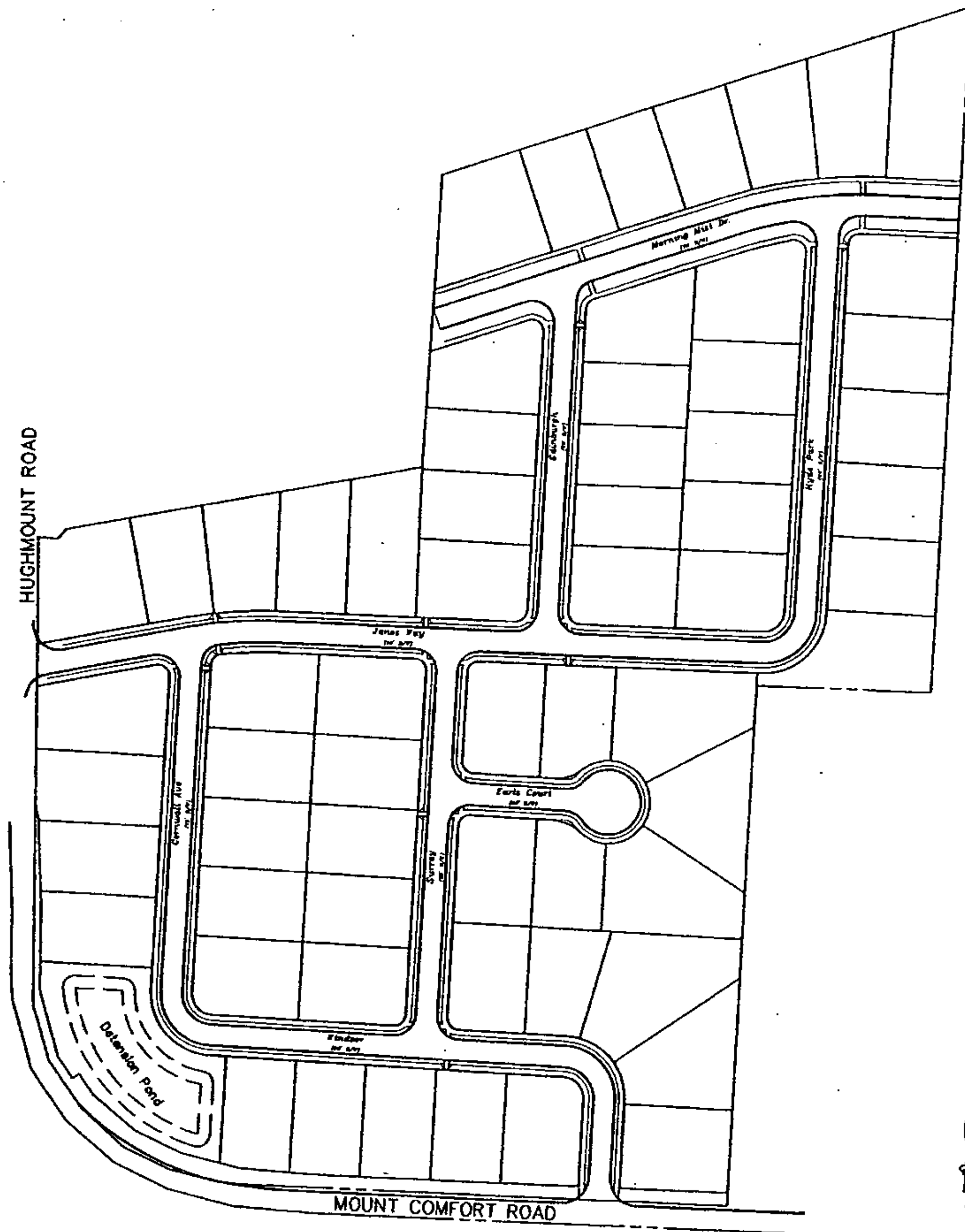
The Fayetteville Land Use plan shows this area to be low density single family residential. Our request for the zoning to be RSF-4 is consistent with the land use plan.

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

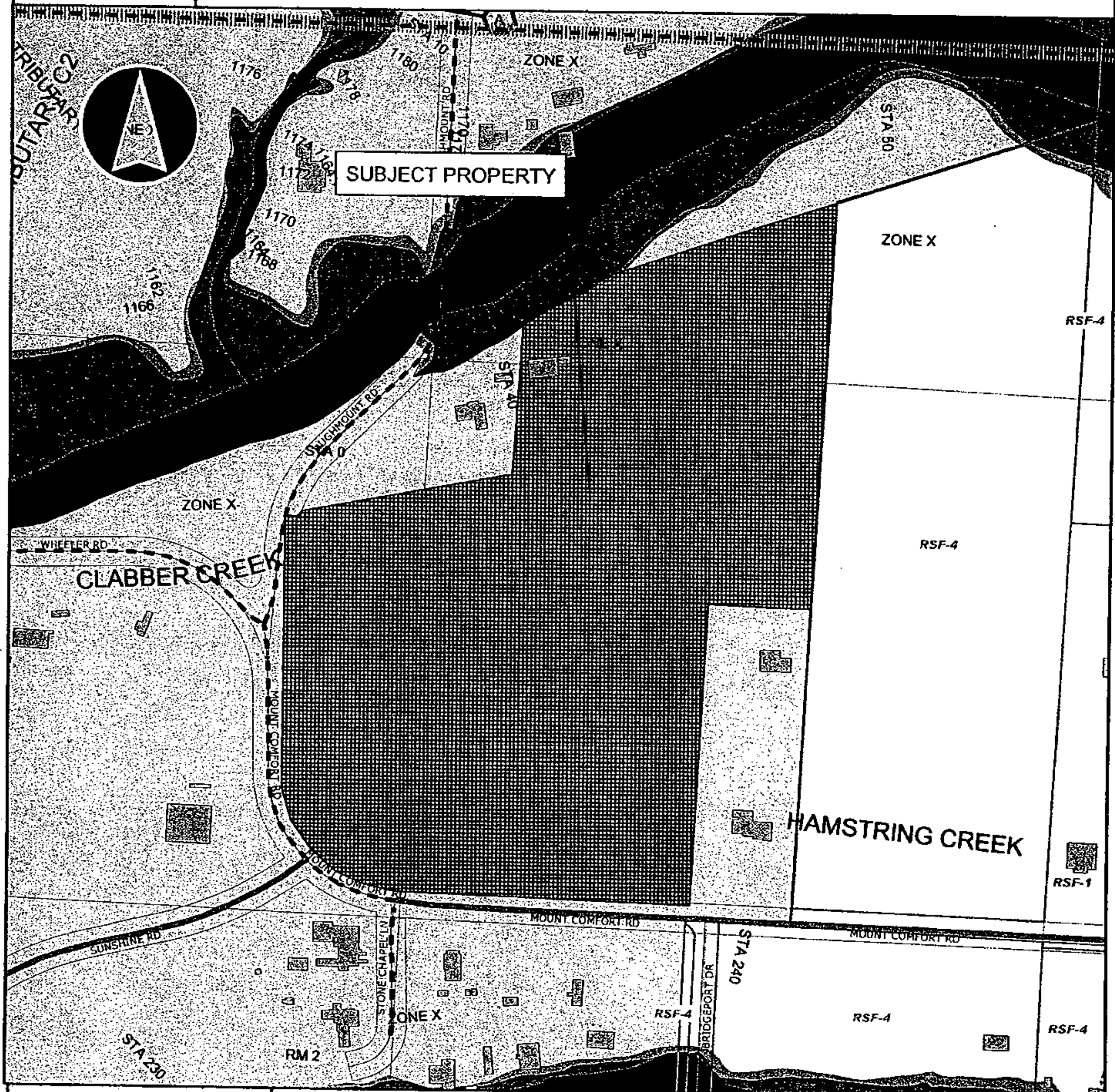
3715 Business Drive, Suite 202 Fayetteville, AR 72703 (479)444-8171

SCALE: 1" = 200'	DATE REVISED:	CHECKED BY:	DRAWN BY:
DATE: 04/13/05		JSC	Konold
Preliminary Lot Layout			1
Mount Comfort Road - Israel			1

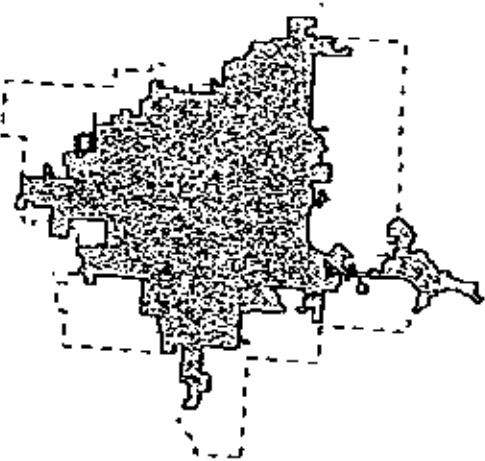
RZN05-1491

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

500 YEAR

LIMIT OF STUDY

Fayetteville

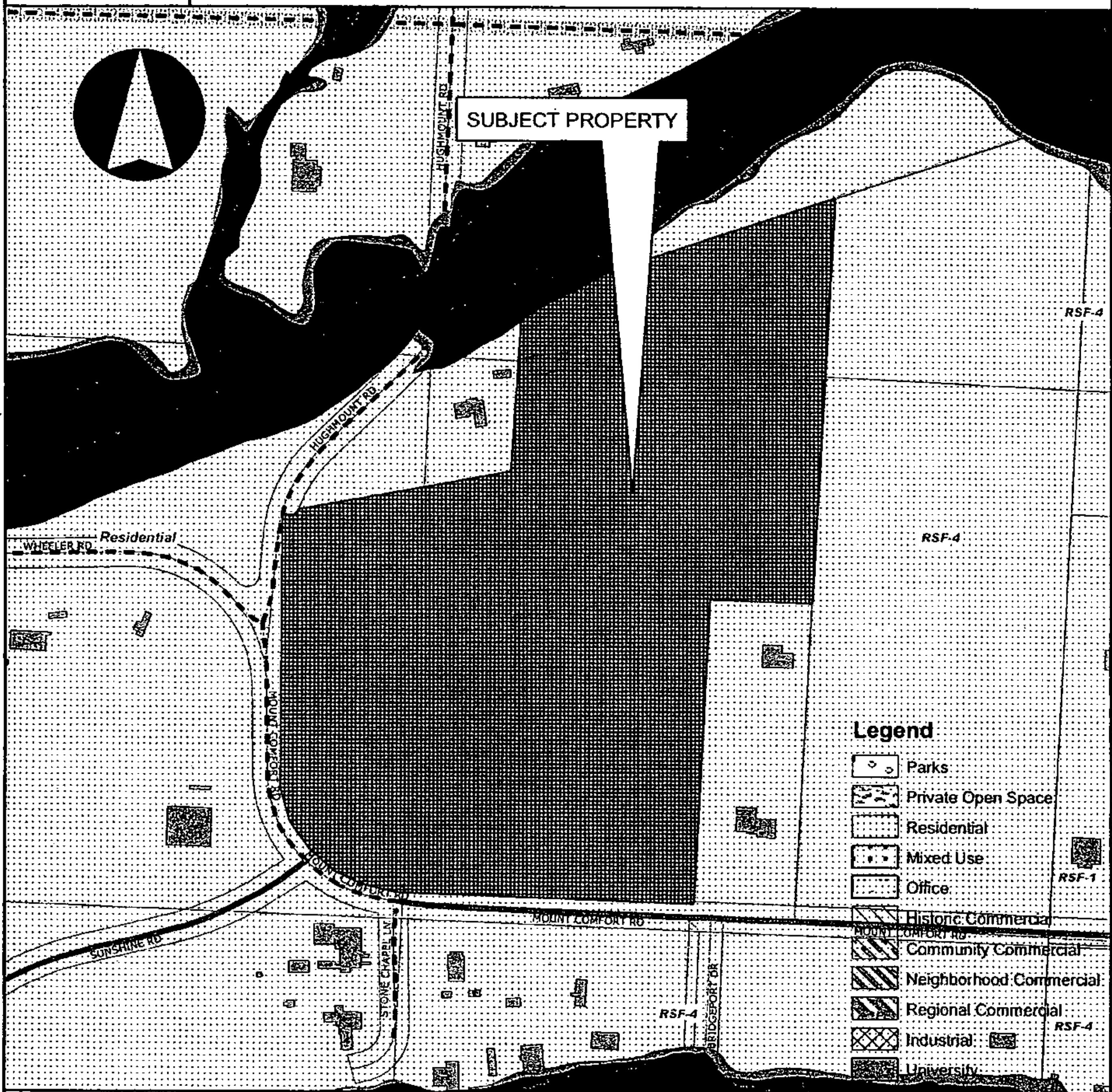
Outside City

0 75 150 300 450 600
Feet

RZN05-1491

Future Land Use

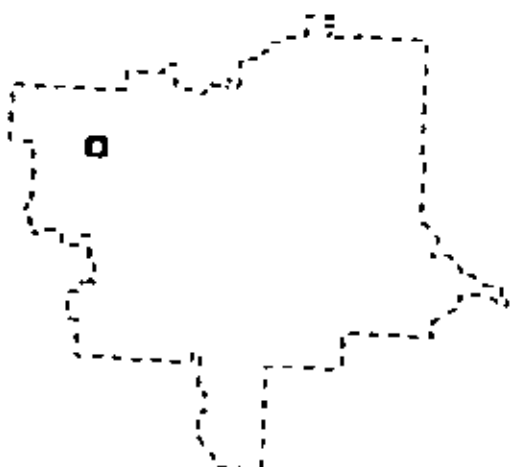
DIXIE DEVELOPMENT



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

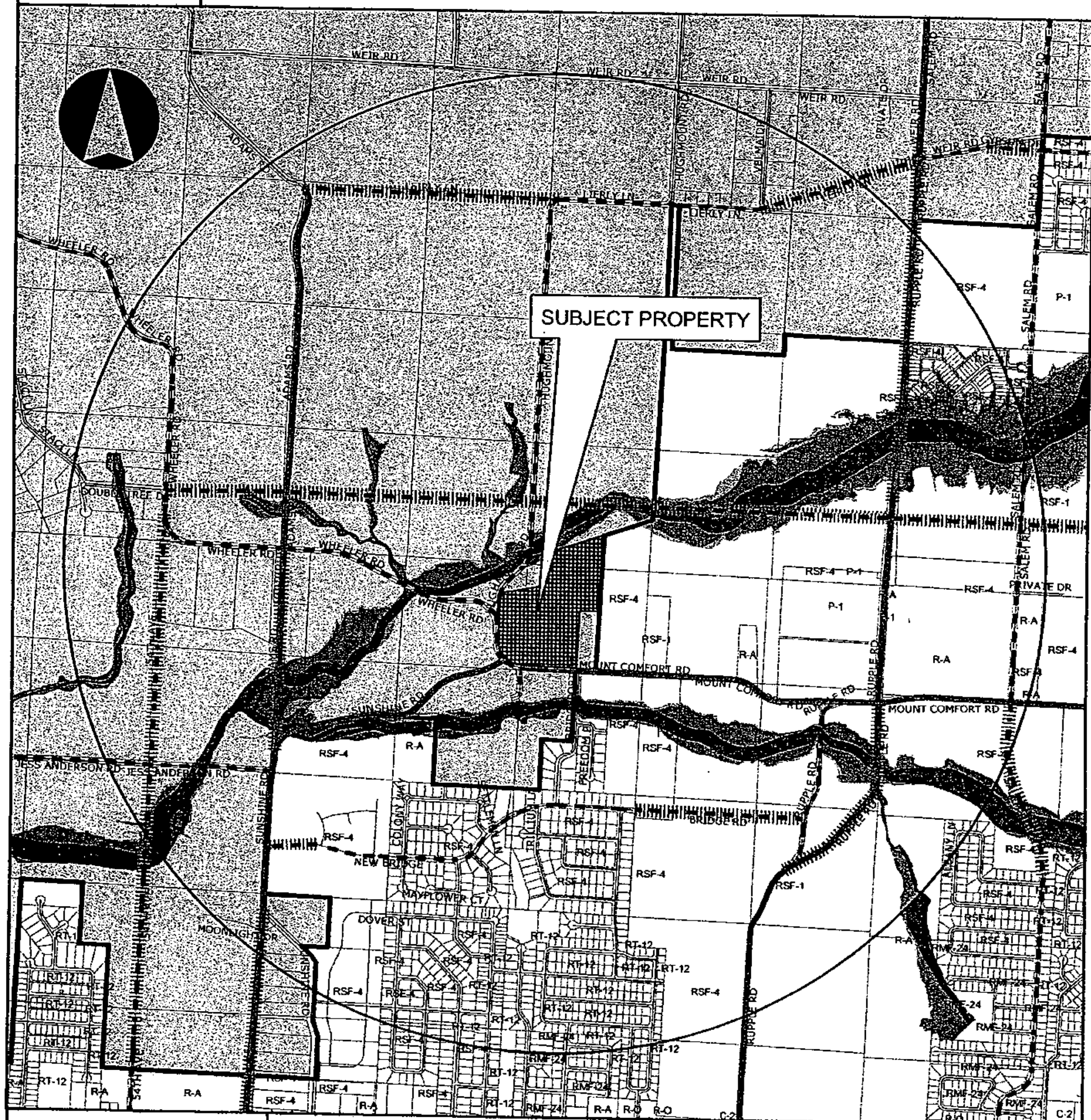
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Collector

0 50 100 200 300 400
Feet

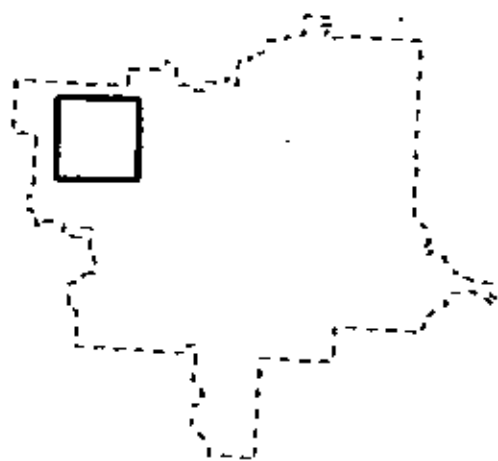
RZN05-1491

One Mile View

DIXIE DEVELOPMENT



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.2.
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 annex the subject property to RSF-4, Residential Single-Family, 4 units per acre.

rezone
OK

\$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

6-2-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

[Signature]
City Attorney

6-3-05
Date

Original Contract Number: n/a

[Signature]
Finance and Internal Service Director

6-6-05
Date

Received in City Clerk's Office
[Stamp: ENTERED 6/6/05]

[Signature]
Mayor

6/6/05
Date

Received in Mayor's Office
[Stamp: ENTERED 6/6/05]

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.

Left on second reading 7/5/05

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>
Date: <u>June 13, 2005</u>	☒ Approved ☐ Denied Clark/Trumbo 8-0-0
CITY COUNCIL ACTION:	Required <u>YES</u>
Date: <u>July 05, 2005 (1st reading if recommended)</u>	☐ Approved ☐ Denied

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 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	4.4 miles	8 minutes	8.5 minutes	0	0	0
RZN05-1489	Collins/Kinghorn		17.33	3	4.4 miles			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

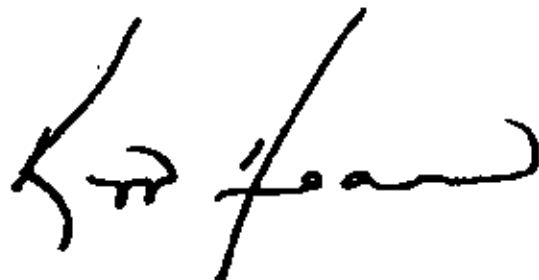
★

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

6/16/2005
2nd Submittal: Parcel Closes
Submitted as RZ 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
USAREN COMBS PRITCHARD
S. & PROBATE CLERK
WASHINGTON CO. ARK.

Case No. 2005-7

**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.

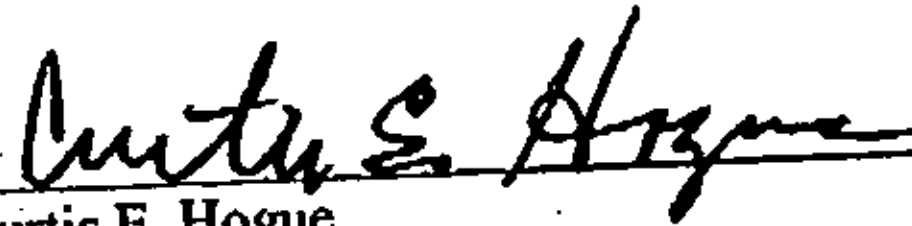
2. That all of said property is contiguous to and adjoins the City of Fayetteville, Arkansas.

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
KAREN COMBS PRITCHARD
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

Case No. 2005-7

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:

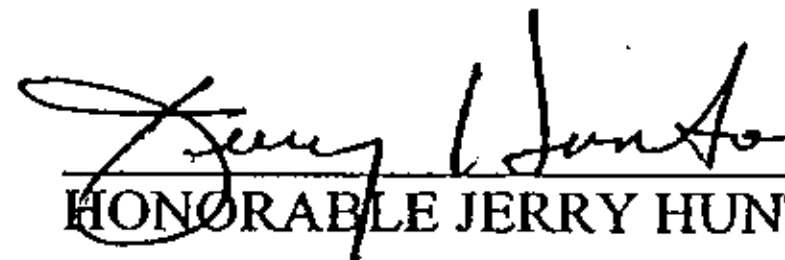
1. That the previous Order of Annexation filed for record April 4, 2005 was, in all respects, proper and did fully and completely annex the property described therein to the City of Fayetteville, Washington County, Arkansas.
2. That the Amended Order of Annexation filed for record 5/26/05 failed to include 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.

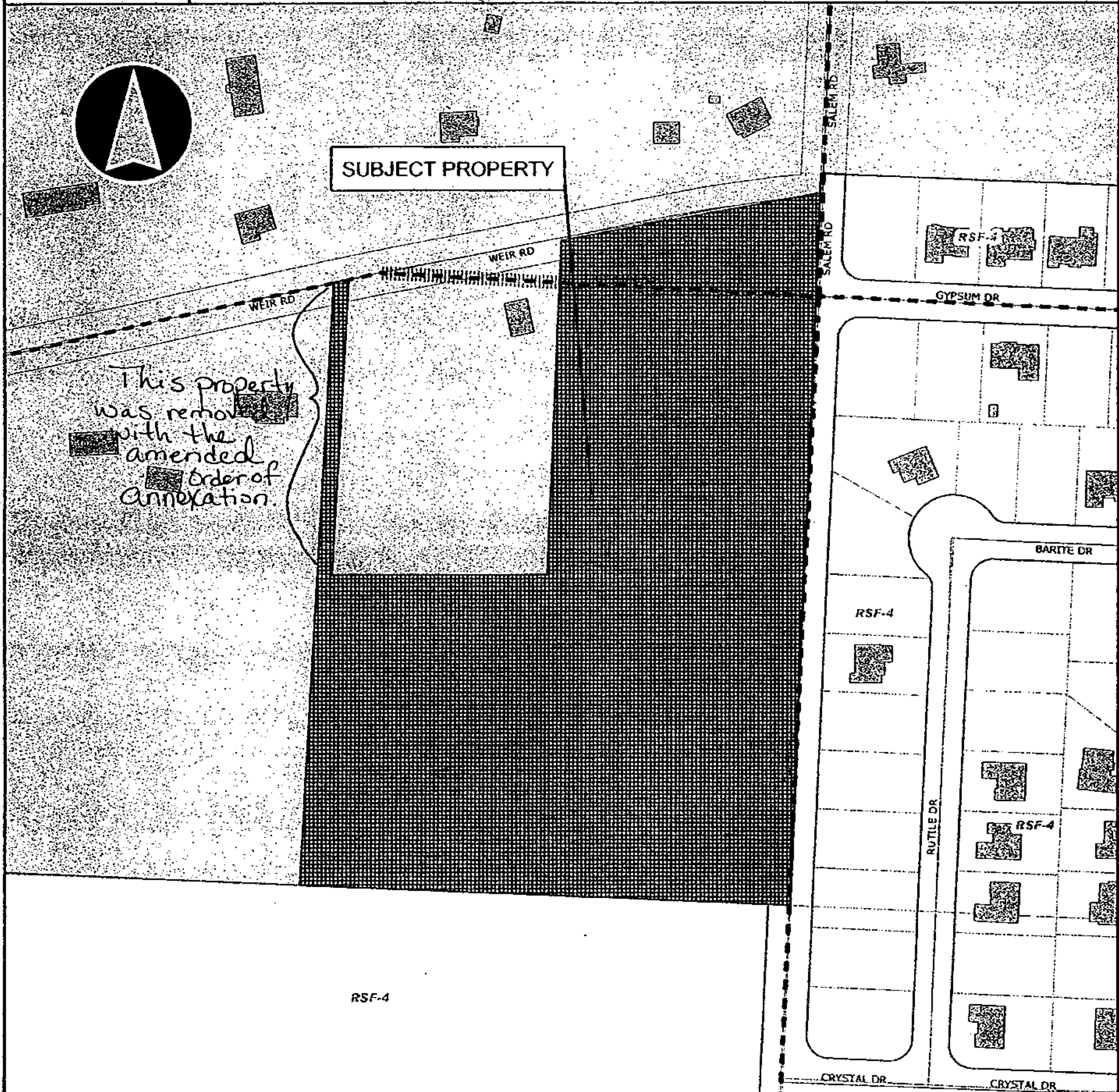

HONORABLE JERRY HUNTON, COUNTY JUDGE

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

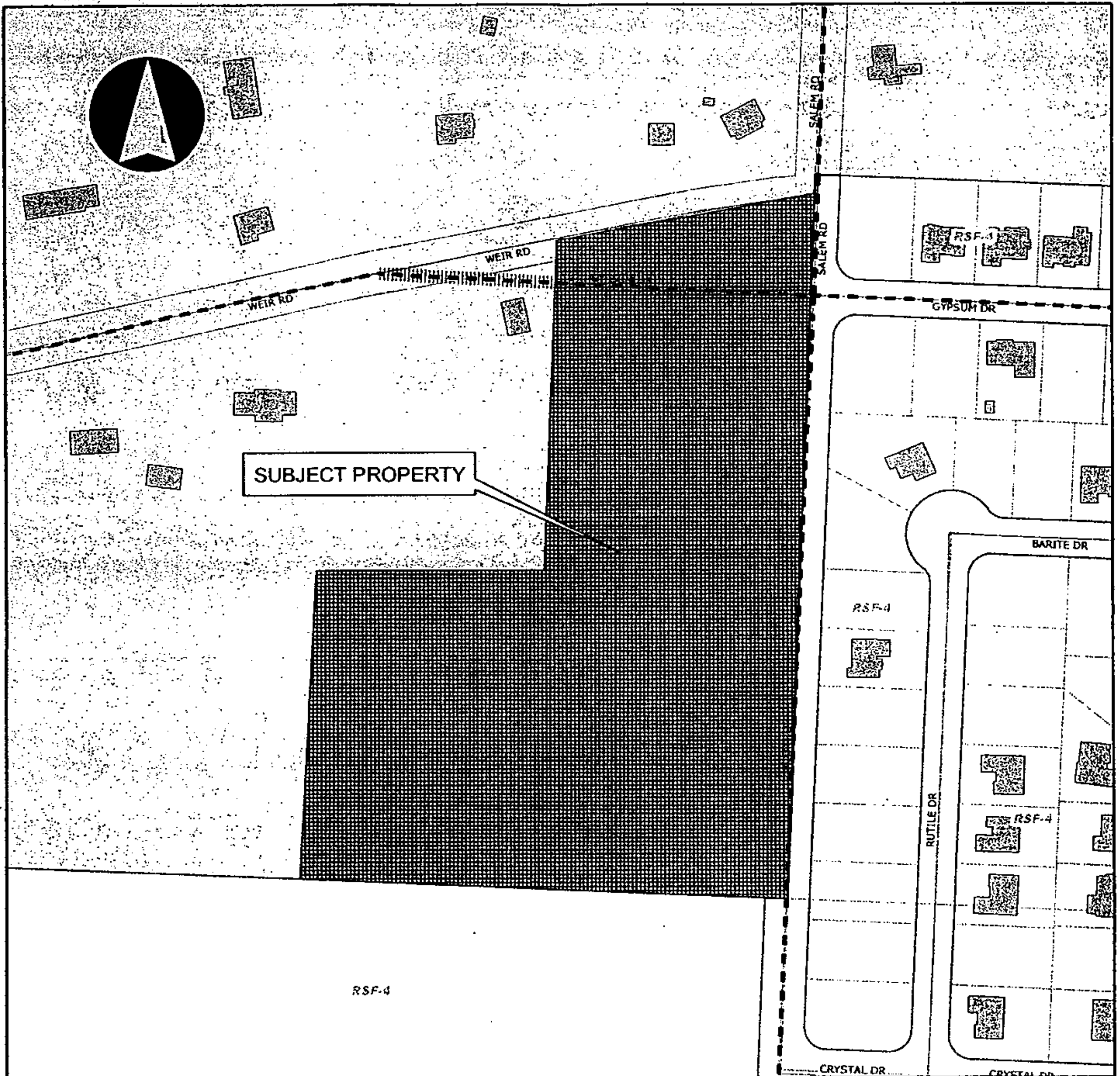


- 500 YEAR
- LIMIT OF STUDY
- Base Line Profile
- Fayetteville
- Outside City

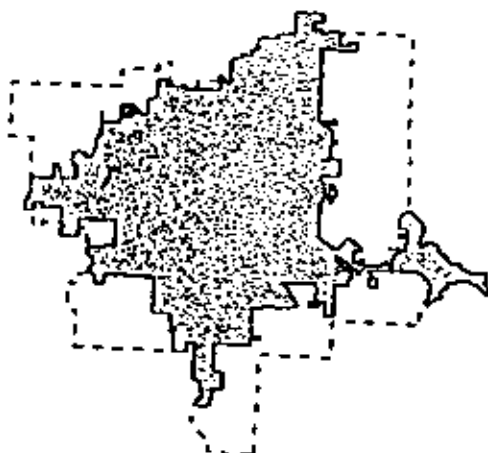
ANX05-1495

Close Up View

BENTON DEVELOPMENT LLC



Overview



Legend

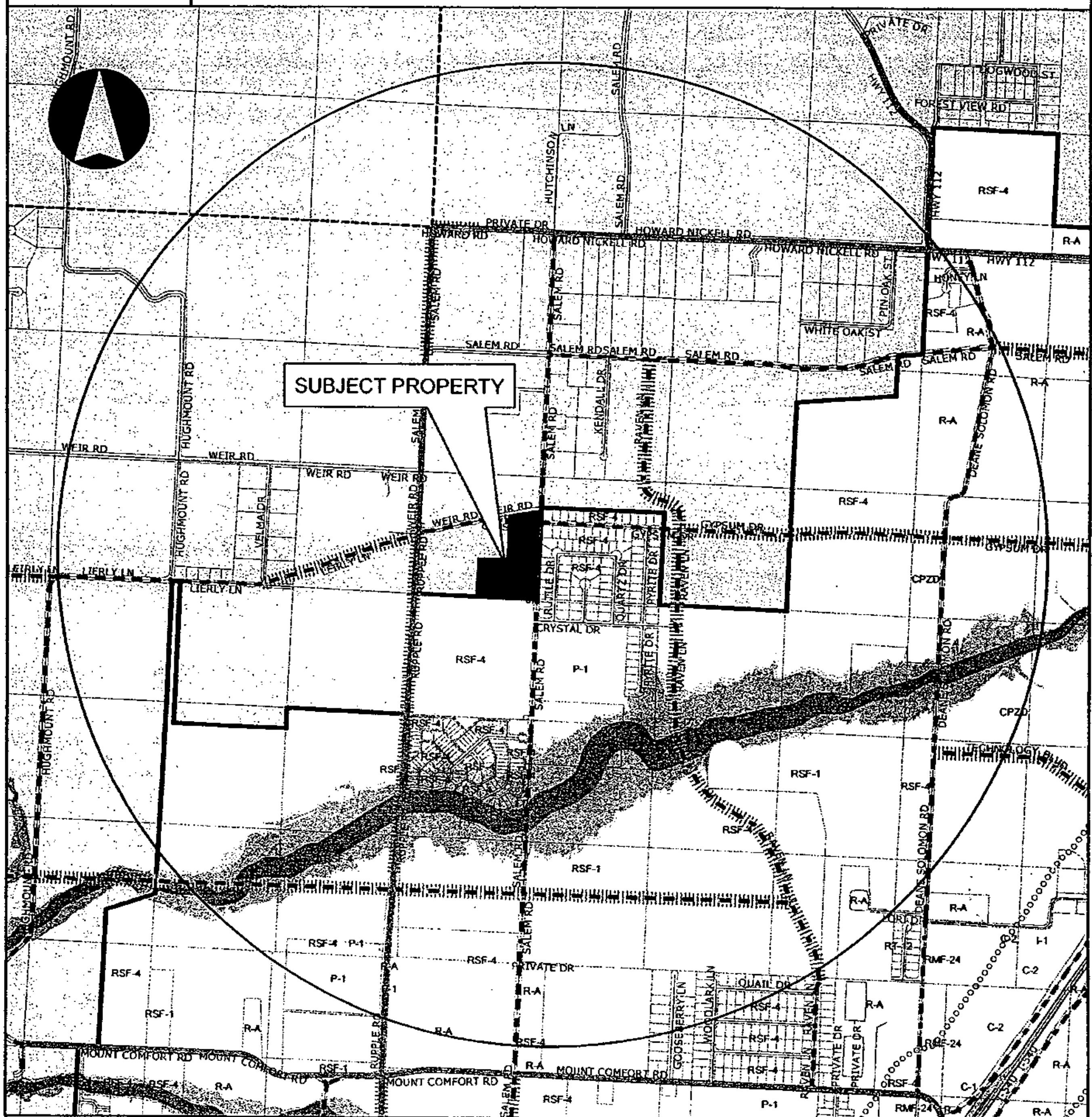
- | | | | | |
|--------------------|--------------------|--------------------|------------------|----------------|
| ANX05-1495 | Overlay District | Principal Arterial | FLOODWAY | 500 YEAR |
| Master Street Plan | Minor Arterial | Collector | 100 YEAR | LIMIT OF STUDY |
| Master Street Plan | Freeway/Expressway | Historic Collector | BaseLine Profile | Fayetteville |
| | | | | Outside City |

0 75 150 300 450 600 Feet

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

B.3.
ANX 05-1495 Benton Development
Page 21 of 22

5-Jul-05

City Council Meeting Date

Jeremy Pate
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

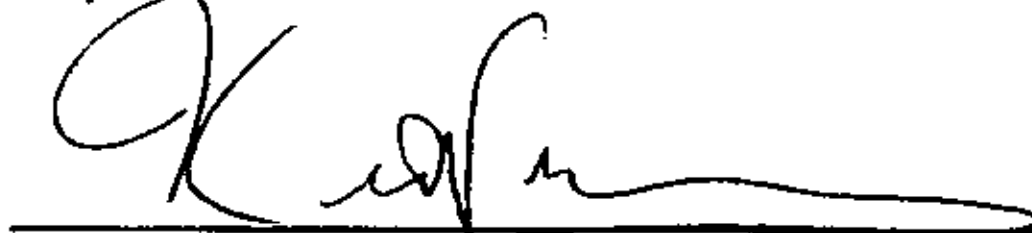
☐


Department Director

6-17-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney

6-20-05

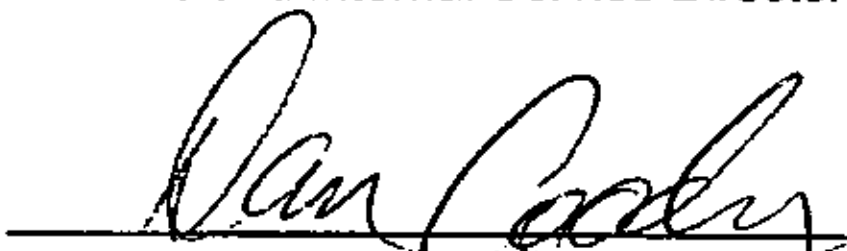
Original Contract Number: n/a


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: 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.

Left on second reading 7/5/05

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 Allen/Clark ² 8-0-0
Date: <u>June 13, 2005</u>	
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
----------------	----------

(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,

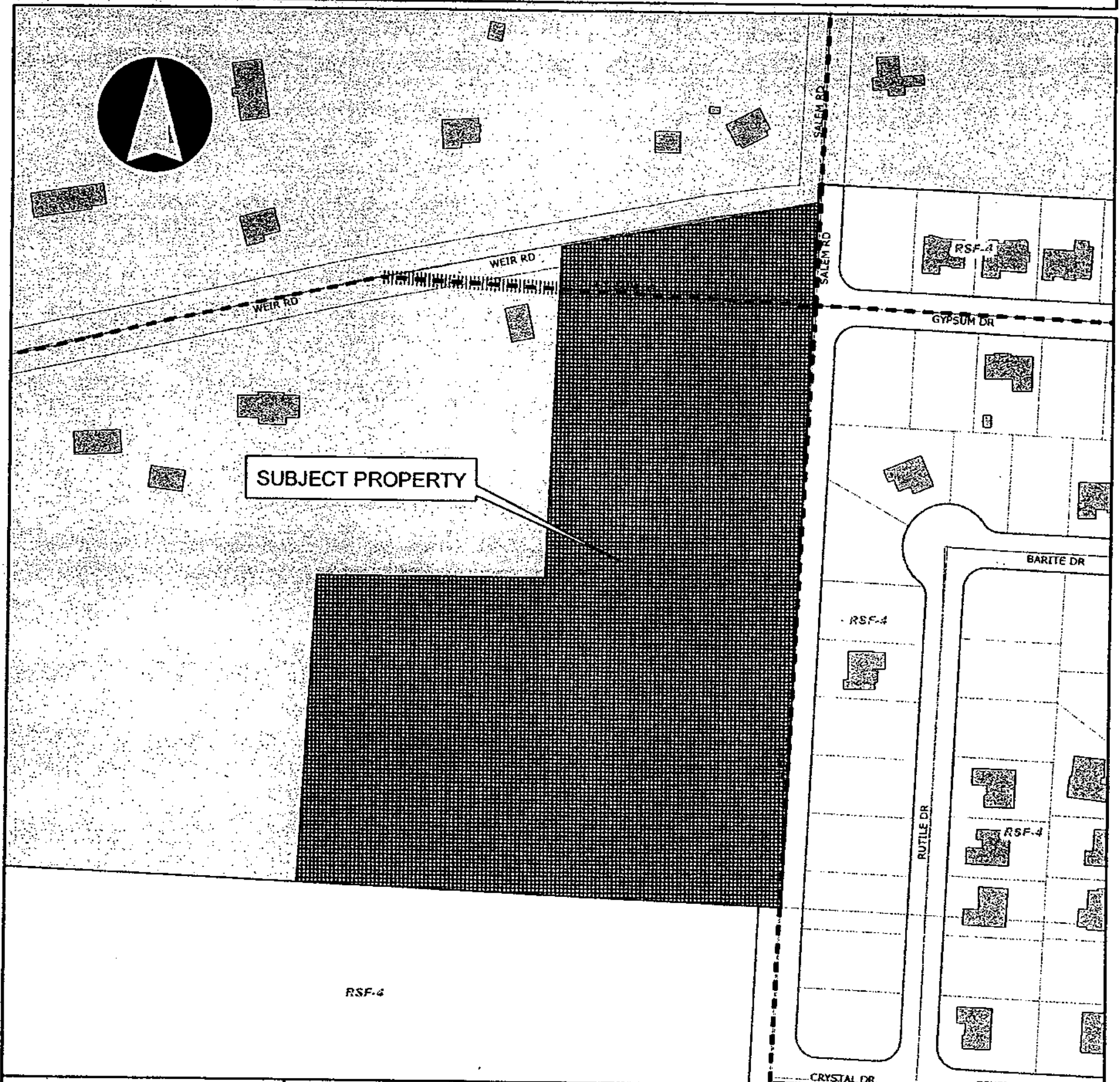
A handwritten signature in black ink, appearing to read 'Kipp Hearne', is written over a horizontal line.

Kipp Hearne, P.E.
Vice-President

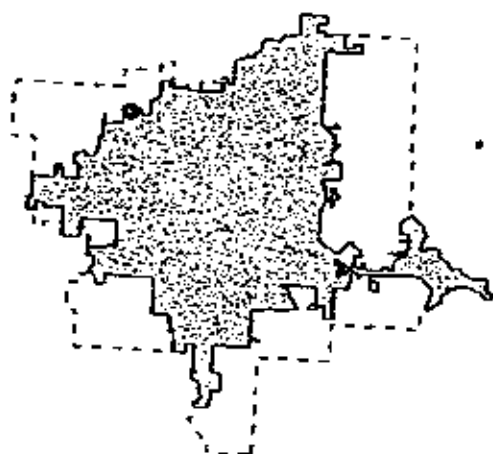
RZN05-1502

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

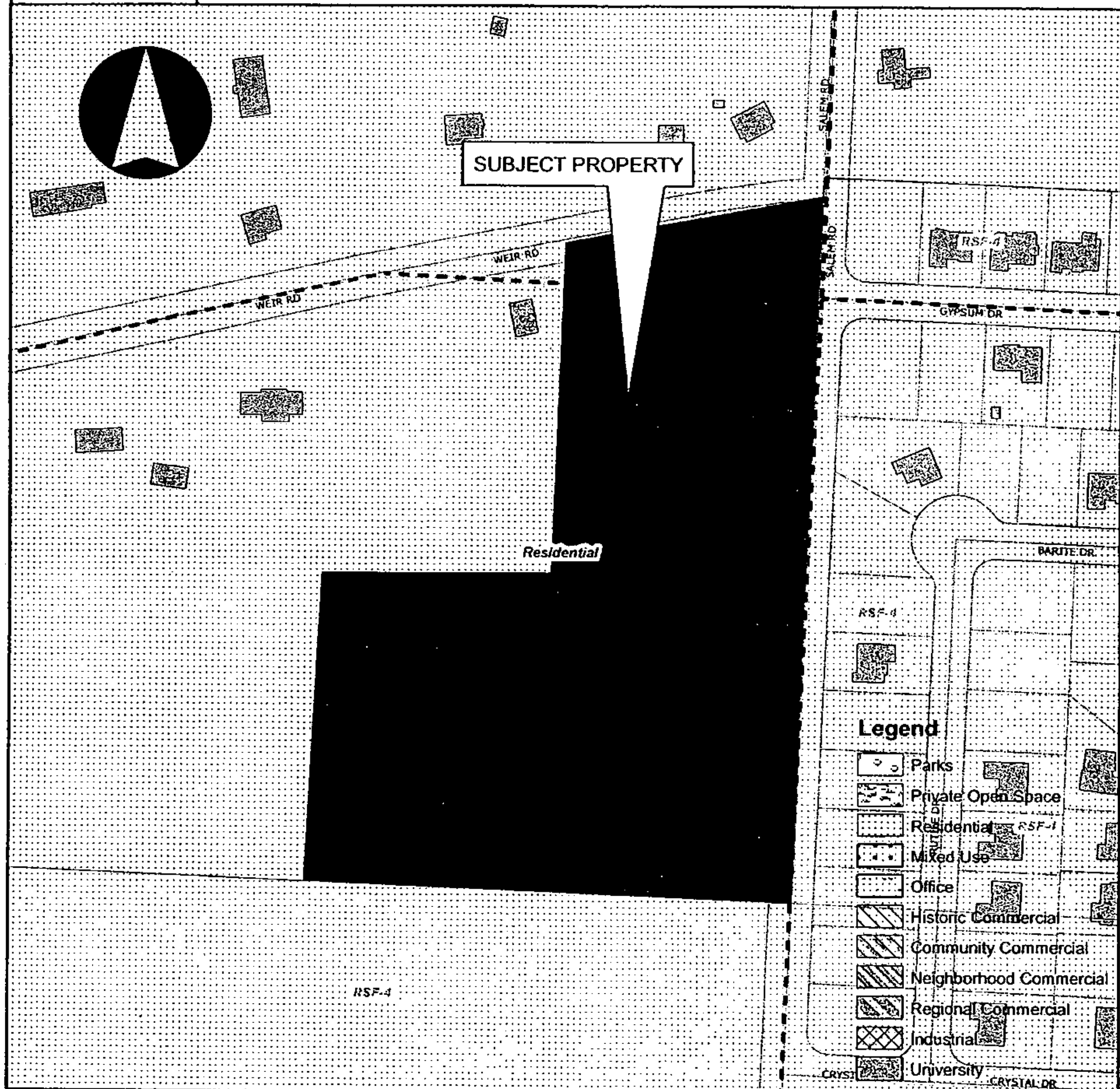
Outside City



RZN05-1502

Future Land Use

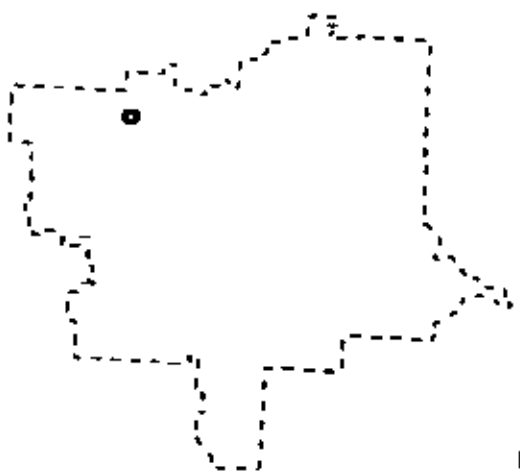
BENTON DEVELOPMENT LLC



Legend

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

- RZN05-1502

Streets

- Existing
- Planned

Boundary

- Planning Area
- Overlay District
- Outside City

Master Street Plan

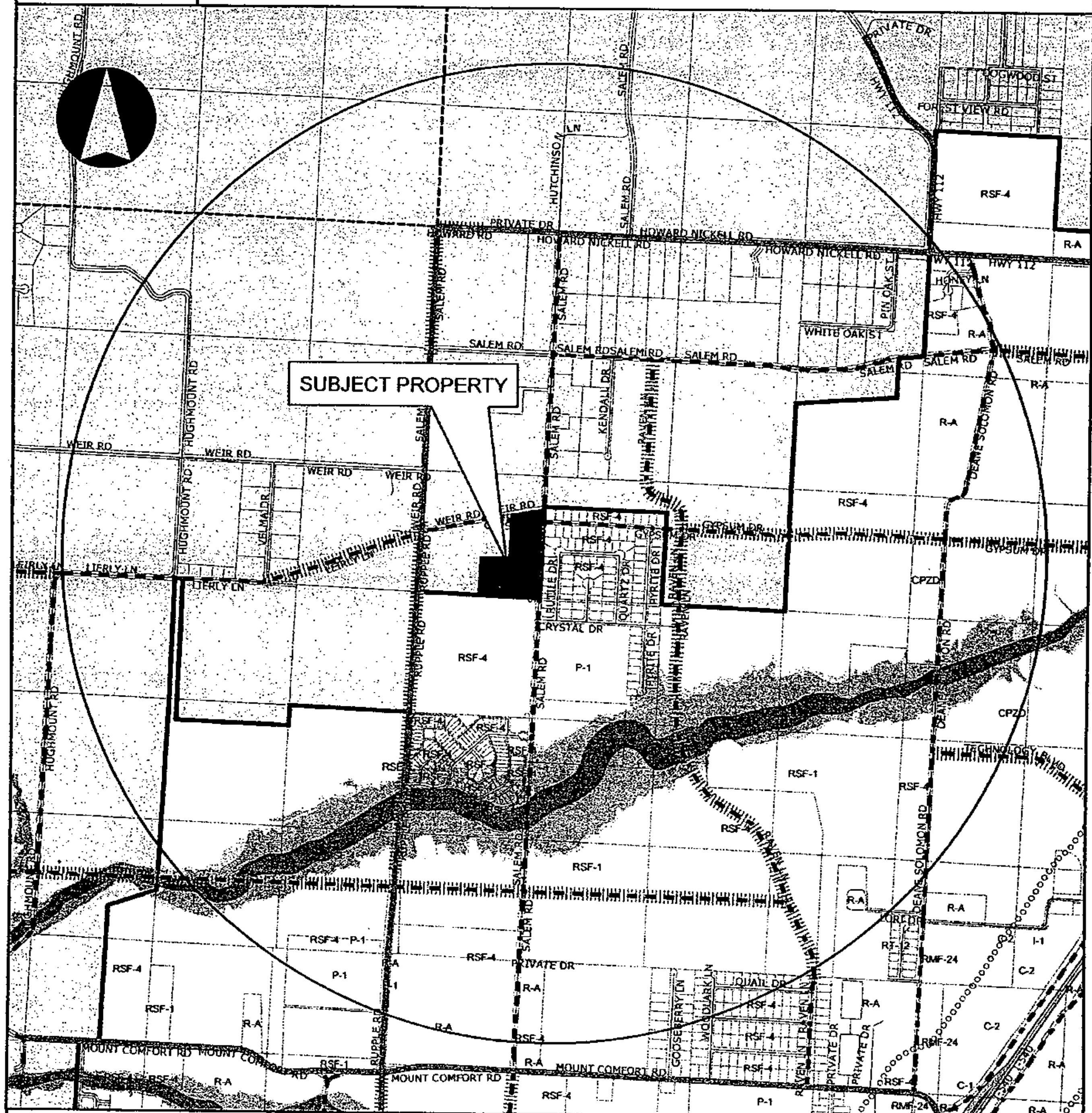
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Collector



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

B.4.
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

Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

City Attorney

Original Contract Number: n/a

Finance and Internal Service Director

Date

Received in City Clerk's Office



Mayor

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.

Tabled to 7/19/05 mtg 7/5/05

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>
Date: <u>June 13, 2005</u>	☒ Approved	☐ Denied
CITY COUNCIL ACTION		
	Required	<u>YES</u>
Date: <u>July 5, 2005 (1st reading if recommended)</u>	☐ Approved	☐ Denied

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

B.5.
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

B.5.
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

B.5.
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 Priority 03 LOW PRIORITY Duration of Call 00:00
Taken By 2504 ALTMAN, AMY Responsibility CE COMMUNITY CODE ENFORCEMENT Calls 1
Source CALLIN Project
☐ Customer Contact Requested 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.

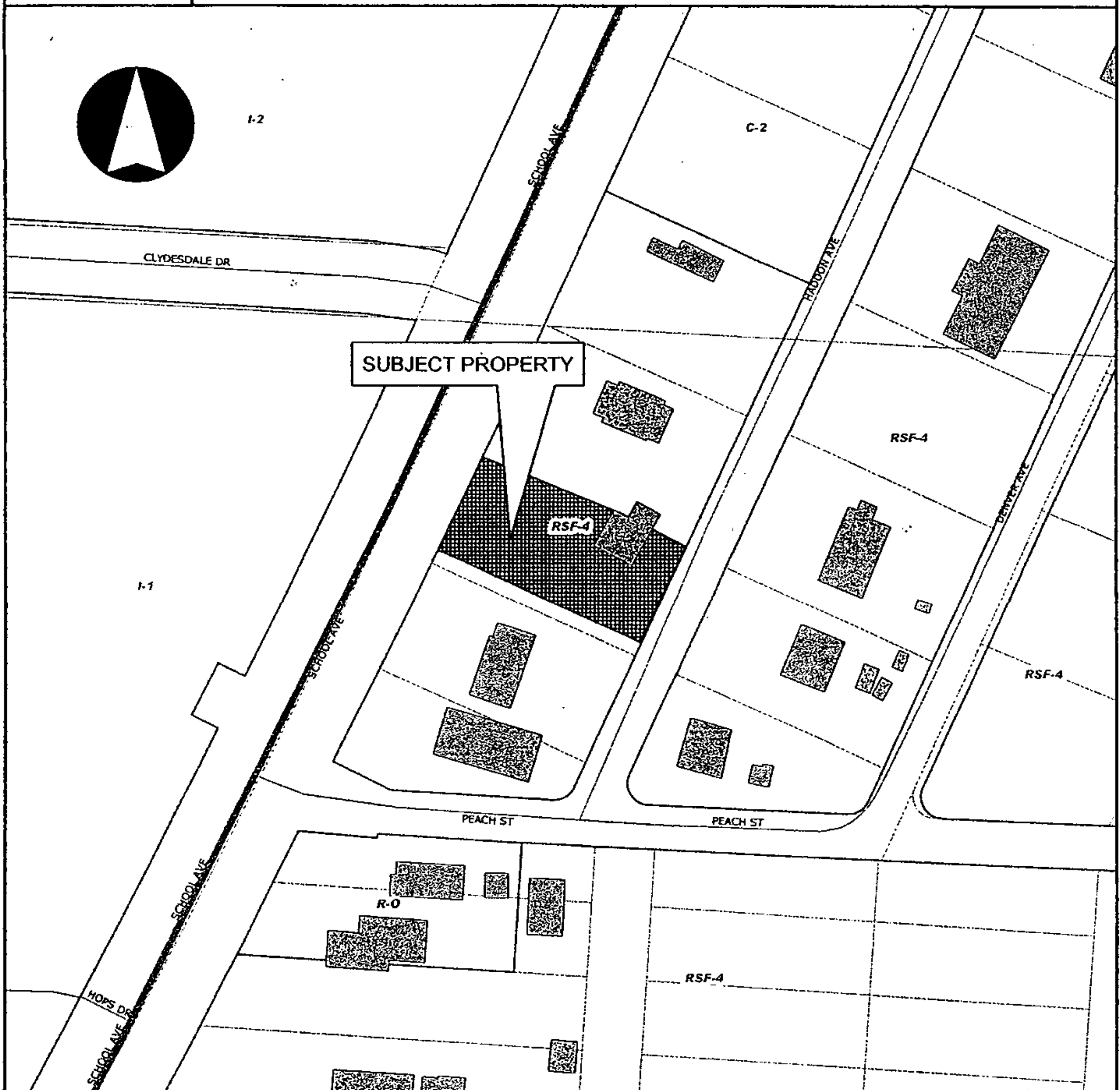
5. A written description of this request addressing the following items:

- 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.

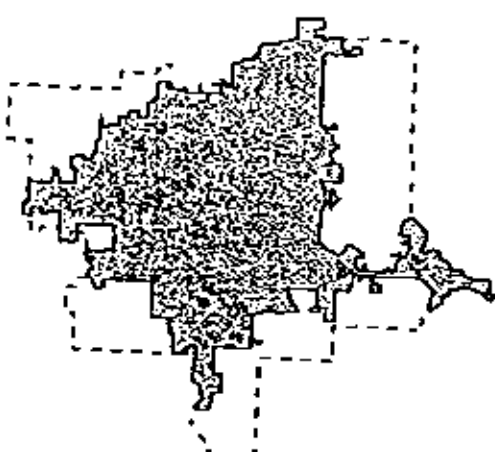
RZN05-1523

Close Up View

HARTLERODE



Overview



Legend

RZN05-1523

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

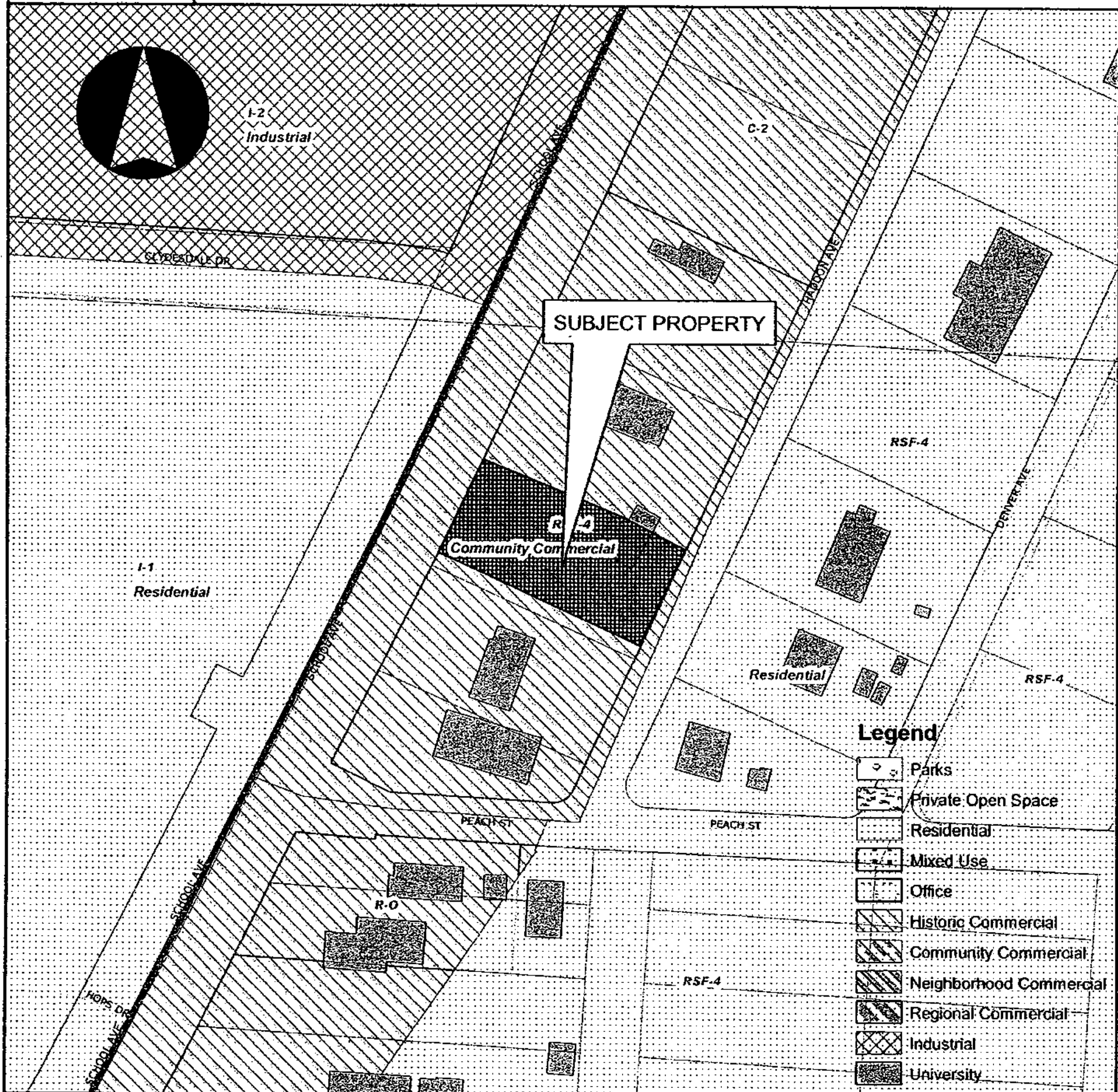
Outside City



RZN05-1523

Future Land Use

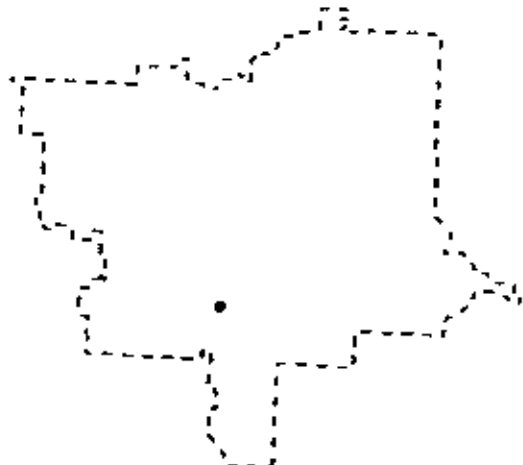
HARTLERODE



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



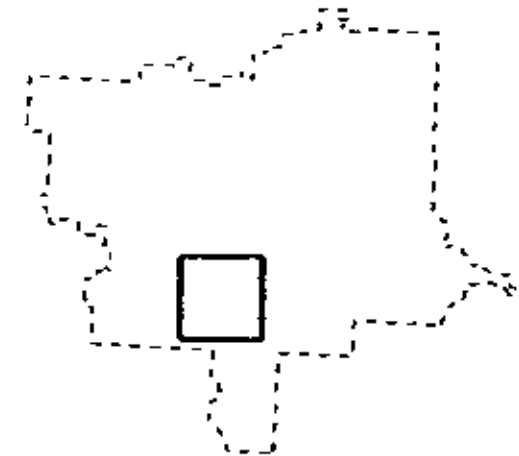
RZN05-1523

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**

B.5.
RZN 05-1523 Hartlerode
Page 18 of 18

5-Jul-05
City Council Meeting Date

Jeremy Pate *[Signature]*
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 ☐

[Signature] 6-17-05
Department Director Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

[Signature] 6-20-05
City Attorney Date

Original Contract Number: n/a

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

Received in City Clerk's Office
[Stamp: ENTERED 6/17/05]

[Signature] 6/22/05
Mayor Date

Received in Mayor's Office
[Stamp: ENTERED 6/29/05]

Comments:

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: Change to Ordinance 34.23 Quote and Bid Limit Increase.

Recommendation

Act 1435 was approved by the Arkansas Legislature on Feb. 18th, 2005 to increase the City's bid limit from \$10,000 to \$20,000. The Act was approved without an emergency clause so it will go into effect on August 12th, 2005. Staff requests Council approve the formal bid limit change from \$10,000 to \$20,000. Staff also requests a change in the City's quote limit from \$500 to \$1,000.

Background

Act 1435 was approved to allow consistency of bid limits. Bid limit for construction projects is \$20,000 and applies to all governmental entities.

The State of Arkansas's bid limit has been \$25,000 for contract and commodity type items since 1995 and their small purchase quote limit is \$5,000.

Discussion

Approval of the change in quote and bid limits will speed up process time for the using department and for the vendor that had the lowest quote as much as three to four weeks. It will allow more staff time to pursue contract bids on items that are currently quoted at the department level.

Bid & quote limits are currently as follows:

\$500 to \$2,500	telephone quotes-taken by the department making the request
\$2,500 to \$10,000	written quotes-taken by the department making the request
\$10,000 Up	advertised in the legal section of the newspaper with a formal sealed bid opening.

Proposed:

\$1,000 to \$2,500	telephone quotes-taken by the department making the request
\$2,500 to \$20,000	written quotes-taken by the department making the request

\$20,000 Up

Note: Quotes are attached to the purchase request by the requesting department and are checked by Purchasing before a purchase order is issued.

advertised in the legal section of the newspaper with a formal sealed bid opening

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND §34.23 PURCHASES AND
CONTRACTS NOT IN EXCESS OF \$10,000.00 OF THE
CODE OF FAYETTEVILLE**

WHEREAS, the State Legislature passed Act 1435 to increase the amount required for competitive bidding from \$10,000.00 to \$20,000.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals **§34.23 Purchases And Contracts Not In Excess Of \$10,000.00** and enacts a new replacement **§34.23** as shown below:

**“§34.23 Purchases And Contracts Not In Excess Of
\$20,000.00.**

“All such purchases not in excess of \$20,000.00 shall be made by the mayor, or his duly authorized representative, after the securing and recording of quotation bids therefore; provided, quotation bids need not be secured for purchases under \$1,000.00. Contracts not in excess of \$20,000.00 shall be made and entered into by the mayor, provided the hiring or engagement of professional services shall be conducted according to a professional hiring policy approved by the City Council. The mayor shall have the authority to approve contract change orders up to the contingency amount, if any, as set forth in any approved contract even though such contingency amount may exceed \$20,000.00.”

PASSED and APPROVED this ¹⁹8th day of July, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

Stricken language would be deleted from and underlined language would be added to the law as it existed
prior to this session of the General Assembly.

Act 1435 of the Regular Session

1 State of Arkansas
2 85th General Assembly
3 Regular Session, 2005
4

As Engrossed: H2/18/05

A Bill

HOUSE BILL 1682

5 By: Representatives Pyle, Overbey
6
7

For An Act To Be Entitled

9 AN ACT TO CLARIFY BIDDING REQUIREMENTS
10 IN CERTAIN STATUTES TO MAKE THE REQUIREMENTS
11 CONSISTENT WITH MUNICIPAL GOVERNMENT BIDDING
12 REQUIREMENTS; AND FOR OTHER PURPOSES.
13

Subtitle

14
15 AN ACT TO CLARIFY BIDDING REQUIREMENTS
16 IN CERTAIN STATUTES TO MAKE THE
17 REQUIREMENTS CONSISTENT WITH MUNICIPAL
18 GOVERNMENT BIDDING REQUIREMENTS.
19
20

21 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
22

23 SECTION 1. Arkansas Code § 14-235-207 is amended to read as follows:
24 14-235-207. Powers and duties of sewer committee.

25 (a)(1)(A) The sewer committee shall have power to take all steps and
26 proceedings and to make and enter into all contracts or agreements necessary
27 or incidental to the performance of its duties and the execution of its
28 powers under this subchapter.

29 (B) Any contract relating to the financing of the
30 acquisition or construction of any works or any trust indenture as provided
31 for in § 14-235-219 shall be approved by the municipal council before it
32 shall be effective.

33 (2) The committee may employ engineers, architects, inspectors,
34 superintendents, managers, collectors, attorneys, and such other employees
35 as, in its judgment, may be necessary in the execution of its powers and



As Engrossed: H2/18/05

HB1682

1 duties and may fix their compensation, all of whom shall do such work as the
2 committee shall direct.

3 (3) All compensation and all expenses and liabilities incurred
4 in carrying out the provisions of this subchapter shall be paid solely from
5 funds provided under the authority of this subchapter, and the committee
6 shall not exercise or carry out any authority or power given it in this
7 subchapter so as to bind the committee or the municipality beyond the extent
8 to which money shall have been or may be provided under the authority of this
9 subchapter.

10 (4)(A) No contract or agreement with any contractor for labor or
11 material exceeding the sum of ~~ten thousand dollars (\$10,000)~~ twenty thousand
12 dollars (\$20,000) shall be made without advertising for bids.

13 (B) The bids shall be publicly opened and award made to
14 the best bidder, with power in the committee to reject any or all bids.

15 (b) After the construction, installation, and completion of the works
16 or the acquisition of them, the committee shall:

17 (1) Operate, manage, and control them and may order and complete
18 any extensions, betterments, and improvements of and to the works that it may
19 deem expedient if funds for them are available, or are made available, as
20 provided in this subchapter;

21 (2) Establish rules and regulations for the use and operation of
22 the works and of other sewers and drains connected with them so far as they
23 may affect the operation of the works; and

24 (3) Do all things necessary or expedient for the successful
25 operation of the works.

26 (c) All public ways or public works damaged or destroyed by the
27 committee in carrying out its authority under this subchapter shall be
28 restored or repaired by the committee and placed in their original condition,
29 as nearly as practicable, if requested to do so by proper authority, out of
30 funds provided by this subchapter.

31
32 *SECTION 2. Arkansas Code § 14-58-303 (b), concerning purchases, is*
33 *amended to read as follows:*

34 (b)(1)(A) The municipal governing body of any city of the first class
35 shall provide, by ordinance, the procedure for making all purchases which do
36 not exceed the sum of ~~ten thousand dollars (\$10,000)~~ twenty thousand dollars

As Engrossed: H2/18/05

HB1682

1 (\$20,000).

2 (B) The municipal governing body of any city of the second
3 class or incorporated town may provide, by ordinance, the procedure for
4 making all purchases.

5 (2)(A)(i) In a city of the first class, where the amount of
6 expenditure for any purpose or contract exceeds the sum of ~~ten thousand~~
7 ~~dollars (\$10,000)~~ twenty thousand dollars (\$20,000), the mayor or the mayor's
8 duly authorized representative shall invite competitive bidding thereon by
9 legal advertisement in any local newspaper.

10 (ii) Bids received pursuant to the advertisement
11 shall be opened and read on the date set for receiving the bids in the
12 presence of the mayor or the mayor's duly authorized representative.

13 (iii) The mayor or the mayor's duly authorized
14 representative shall have exclusive power to award the bid to the lowest
15 responsible bidder, but may reject any and all bids received.

16 (B) The governing body, by ordinance, may waive the
17 requirements of competitive bidding in exceptional situations where this
18 procedure is deemed not feasible or practical.

19
20 /s/ Pyle, et al

21
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23 APPROVED: 3/31/2005
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Opinion No. 2005-110

May 20, 2005

The Honorable Charlie Daniels
Secretary of State
State Capitol, Room 256
Little Rock, Arkansas 72201-1094

Dear Mr. Daniels:

This is in response to your request for an opinion on the effective date of legislation of the Eighty-Fifth regular session of the Arkansas General Assembly. Your request pertains to legislation that did not carry an emergency clause or a specified effective date.

Acts of the General Assembly with no emergency clause or specified effective date become effective ninety days after adjournment of the session at which they were enacted. *Fulkerson v. Refunding Board*, 201 Ark. 957, 147 S.W.2d 980 (1941). This rule stems from Amendment 7 to the Constitution of Arkansas, which gives the people "ninety days after the final adjournment of the session" to file referendum petitions. The day of adjournment is not counted, as it is not a full day during which petitions may be filed.

Your request indicates that the General Assembly adjourned *sine die* on May 13, 2005. Starting with the first full day after adjournment, and counting ninety full days, acts with no emergency clause or specified effective date become effective on the ninety-first day, which in this case is August 12, 2005.

The Honorable Charlie Daniels
Secretary of State
Opinion No. 2005-110
Page 2

Deputy Attorney General Elana C. Wills prepared the foregoing opinion, which I
hereby approve.

Sincerely,

MIKE BEEBE
Attorney General

MB:ECW/cyh

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

C.1.
Amend 34.23 Purchases and Contracts
Not in Excess of \$10,000.00
Page 9 of 10

July 19th, 2005
City Council Meeting Date

Peggy Vice
Submitted By

Purchasing Division
Division

Finance & Internal Services
Department

Action Required:

Approve update to Ordinance 34.23 to increase quote limit to \$1,000 and bid limit from \$10,000 to \$20,000 to comply with Act 1435 as approved by the State of Arkansas Legislature.

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

Budgeted Item ☐ Budget Adjustment Attached ☐


Department Director

7-6-05
Date

Previous Ordinance or Resolution # Sec. 34.23

Original Contract Date:


City Attorney

7/6/05
Date

Original Contract Number:


Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office

Mayor

Date

Received in Mayor's Office

Comments: This will increase the productivity of departments by allowing them to get their purchases three to four weeks before they would under the current bid limits and allow more competition and better pricing from vendors.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Steve Davis, Finance & Internal Services Director 
From: Peggy Vice, Purchasing Manger *P Vice*
Date: July 7, 2005
Subj: Ordinance 34.25 Sales

Recommendation

Change to Ordinance 34.25 approving limit be changed from \$600 to \$2,500 and require City Council approval to waive requirements for public auction or formal competitive bids for sale of personal property in exceptional situations where such procedures are deemed not feasible nor practical.

Background

For several years now it has been a problem to dispose of small personal property. There have been instances when it was more cost effective to negotiate a purchase on small dollar items than to pay the cost of disposing of it.

Discussion

Approval to increase the limit would allow us to dispose of items with a value of \$2,500 in a more economical manner. In the past we contracted with an auction house to sell items with low market value, but the amount the item brought at auction was far exceeded by the cost of labor to store, move and transport to auction. The auction company we were contracting with asked us not to bring a lot of the items we were taking to them because they weren't selling and weren't worth their time.

ORDINANCE NO. _____

AN ORDINANCE AMENDING § 34.25, OF THE CODE OF
FAYETTEVILLE, REGARDING THE SALE OF CITY-OWNED
SUPPLIES, EQUIPMENT, OR MATERIALS.

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

Section 1. That § 34.25, Code of Fayetteville is hereby repealed and the
following is inserted in its stead:

§ 34.25 Sales

- (A) The purchasing agent may sell or exchange any city-owned
supplies, equipment, or materials if such have a fair market value
of less than \$2,500.00 through a quote process.
- (B) Such supplies, equipment, or materials which have a fair market
value of \$2,500.00 or more may be sold by the purchasing agent by
public auction or by contract sale after formal competitive bids for
the purchase therefore have been solicited by advertisement and by
other means and such bids have been received and opened.

The City Council may waive the requirements for public auction or
formal competitive bids for sales of personal property in
exceptional situations where such procedures are deemed not
feasible nor practical.

PASSED and APPROVED this 5th day of July, 2005

APPROVED:

By: DAN GOODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

DRAFT

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

C.2.
Amend 34.25 City Owned
Supplies, Equipment, Or Material
Page 3 of 4

July 19th, 2005
City Council Meeting Date

Peggy Vice
Submitted By

Purchasing Division
Division

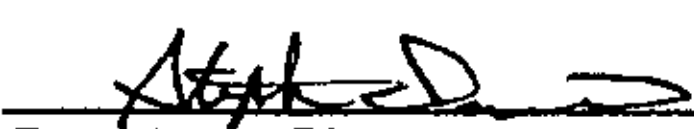
Finance & Internal Services
Department

Action Required:

Approve change to Ordinance 34.25 as indicated from \$600 to \$2,500 and require City Council approval to waive requirements for public auction or formal competitive bids for sale of personal property in exceptional situations where such procedures are deemed not feasible nor practicable.

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

Budgeted Item ☐ Budget Adjustment Attached ☐


Department Director

7-6-05
Date

Previous Ordinance or Resolution # Sec. 34.25

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office

Received in Mayor's Office


City Attorney

7/6/05
Date


Finance and Internal Service Director

7-6-05
Date

Mayor

Date

Comments: This will increase the ability to dispose of surplus personal property without incurring undue and unnecessary cost.

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: Reverse Internet Bidding.

Recommendation

Staff requests Council approve an amendment to Ordinance 34.23 to add a section to allow the Option of Reverse Internet Auctions per Act 1957. This form of bidding has proven to increase competition and reduce cost of the items to the entities seeking bids. Approval will increase competition and thereby reduce cost to the City.

Background

Act 1957 was approved by the Arkansas Legislature on April 11th, 2005 to allow Cities and Towns the Option of Reverse Internet Bidding for the Purchase of Goods and Services.

Discussion

Reverse internet bidding will increase competition and still allow the right to refuse all bids and to award in the best interest of the City. Nothing will change as far as Council approvals. Council will still approve all purchases \$20,000 and over. The only change is that it allows vendors to bid against each other in real time and be able see other vendors bids and bid competitively against a rival bidder. All the bidding will take place on the internet.

There are several companies that offer this service. Staff is currently investigating all the options available to make this a successful project, not only for the City, but also for our vendors.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 34 OF THE CODE OF FAYETTEVILLE, TO ALLOW REVERSE INTERNET AUCTIONS FOR THE PURCHASE OF GOODS AND SERVICES.

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

Section 1. That, pursuant to Act 1957 of 2005, the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 34, Finance and Revenue, of the Code of Fayetteville by inserting the following:

§ 34.28 Purchase by Reverse Internet Auction

(A) Bidders shall be provided instructions and individually secured passwords for access to the reverse Internet auction by either the City or reverse Internet auction vendor;

(B) The bidding process shall be timed, and the time shall be part of the reverse Internet auction specifications;

(C) The reverse Internet auction shall be held at a specific date and time;

(D) The reverse Internet auction and bidding process shall be interactive with each bidder able to make multiple bids during the allotted time;

(E) Each bidder shall be continually signaled his or her relative position in the bidding process;

(F) Bidders shall remain anonymous and shall not have access to other bidders or bids; and

(G) The City Council shall have access to real-time data including all bids and bid amounts.

(H) (1) The City is authorized to pay a reasonable fee to the reverse Internet auction vendor.

(2) The fee may be included as part of the bids received during the reverse Internet auction and paid by the winning bidder or paid separately by the City.

(I) The City Council retains the right to:

(1) Refuse all bids made during the reverse Internet auction;
and

(2) Begin the reverse Internet auction process anew if the City Council determines it is in the best interest of the city or town.

19th
PASSED and APPROVED this *19th* day of July, 2005.

APPROVED:

By

DAN GOODY, Mayor

ATTEST:

By

SONDRA SMITH, City Clerk

Stricken language would be deleted from and underlined language would be added to the law as it existed
prior to this session of the General Assembly.

Act 1957 of the Regular Session

1 State of Arkansas
2 85th General Assembly
3 Regular Session, 2005

As Engrossed: H3/31/05

A Bill

HOUSE BILL 1814

4
5 By: Representatives Reep, Overbey
6
7

8 For An Act To Be Entitled

9 AN ACT TO ALLOW CITIES AND TOWNS THE OPTION OF
10 REVERSE INTERNET AUCTIONS FOR THE PURCHASE OF
11 GOODS AND SERVICES; AND FOR OTHER PURPOSES.
12

13 Subtitle

14 AN ACT TO ALLOW CITIES AND TOWNS THE
15 OPTION OF REVERSE INTERNET AUCTIONS FOR
16 THE PURCHASE OF GOODS AND SERVICES.
17

18
19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
20

21 SECTION 1. Arkansas Code § 14-58-303 is amended to add an additional
22 subsection to read as follows:

23 (c)(1) In a city of the first class, a city of the second class, or an
24 incorporated town, the governing body by ordinance shall have the option to
25 make purchases by participation in a reverse Internet auction, except that
26 purchases and contracts for construction projects and materials shall be
27 undertaken pursuant to §§ 14-58-303(a) and (b) and 22-9-203.

28 (2) The ordinance shall include, but is not limited, to the
29 following procedures:

30 (A) Bidders shall be provided instructions and
31 individually secured passwords for access to the reverse Internet auction by
32 either the city, town, or reverse Internet auction vendor;

33 (B) The bidding process shall be timed, and the time shall
34 be part of the reverse Internet auction specifications;

35 (C) The reverse Internet auction shall be held at a



As Engrossed: H3/31/05

HB1814

1 specific date and time;

2 (D) The reverse Internet auction and bidding process shall
3 be interactive with each bidder able to make multiple bids during the
4 allotted time;

5 (E) Each bidder shall be continually signaled his or her
6 relative position in the bidding process;

7 (F) Bidders shall remain anonymous and shall not have
8 access to other bidders or bids; and

9 (G) The governing body shall have access to real-time data
10 including all bids and bid amounts.

11 (3) The governing body may create by an additional ordinance
12 reverse Internet auction specifications for the anticipated purchase of a
13 specific item or purchase.

14 (4)(A) The governing body is authorized to pay a reasonable fee
15 to the reverse Internet auction vendor.

16 (B) The fee may be included as part of the bids received
17 during the reverse Internet auction and paid by the winning bidder or paid
18 separately by the governing body.

19 (5) The governing body retains the right to:

20 (A) Refuse all bids made during the reverse Internet
21 auction; and

22 (B) Begin the reverse Internet auction process anew if the
23 governing body determines it is in the best interest of the city or town.

24 (d) For purposes of this section:

25 (1) "Reverse Internet auction" means an Internet-based process
26 in which bidders:

27 (A) Are given specifications for items and services being
28 sought for purchase by a municipality; and

29 (B) Bid against themselves in order to lower the price of
30 the item or service to the lowest possible level; and

31 (2) "Reverse Internet auction vendor" means an Internet-based
32 entity that hosts a reverse Internet auction.

33
34 */s/ Reep, et al*
35
36

As Engrossed: H3/31/05

HB1814

1

APPROVED: 04/11/2005

Opinion No. 2005-110

May 20, 2005

The Honorable Charlie Daniels
Secretary of State
State Capitol, Room 256
Little Rock, Arkansas 72201-1094

Dear Mr. Daniels:

This is in response to your request for an opinion on the effective date of legislation of the Eighty-Fifth regular session of the Arkansas General Assembly. Your request pertains to legislation that did not carry an emergency clause or a specified effective date.

Acts of the General Assembly with no emergency clause or specified effective date become effective ninety days after adjournment of the session at which they were enacted. *Fulkerson v. Refunding Board*, 201 Ark. 957, 147 S.W.2d 980 (1941). This rule stems from Amendment 7 to the Constitution of Arkansas, which gives the people "ninety days after the final adjournment of the session" to file referendum petitions. The day of adjournment is not counted, as it is not a full day during which petitions may be filed.

Your request indicates that the General Assembly adjourned *sine die* on May 13, 2005. Starting with the first full day after adjournment, and counting ninety full days, acts with no emergency clause or specified effective date become effective on the ninety-first day, which in this case is August 12, 2005.

The Honorable Charlie Daniels
Secretary of State
Opinion No. 2005-110
Page 2

Deputy Attorney General Elana C. Wills prepared the foregoing opinion, which I hereby approve.

Sincerely,

MIKE BEEBE
Attorney General

MB:ECW/cyh

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

C.3.
Amend Chapter 34, Internet Auctions
Page 9 of 10

July 19th, 2005
City Council Meeting Date

Peggy Vice

Purchasing Division

Finance & Internal Services

Submitted By

Division

Department

An Ordinance Amending Chapter
Action Required:

Approval of a change to Ordinance 34 to allow the option of Reverse Internet Auctions per Act 1957 as approved by the State of Arkansas Legislature.

Cost of this request

Account Number

Project Number

Category/Project Budget

Funds Used to Date

\$

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Fund Name

Budgeted Item

--

Budget Adjustment Attached

--

[Signature]
Department Director

7-6-05
Date

Previous Ordinance or Resolution # Sec. 34

Original Contract Date: _____

[Signature]
City Attorney

7/6/05

Original Contract Number: _____

[Signature]
Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office

Received in Mayor's Office

Mayor

Date

Comments: This will allow increased competition and better pricing from vendors.

City Council Agenda Item

To: Mayor and City Council
From: Gary Dumas
Thru: Brian Pugh
Date: May 31st, 2005
Subject: The purchase of (1) additional Drop box vehicle and (1) new personnel request for a driver with Solid Waste's Drop box and Recycling programs.

Recommendation: Staff recommends purchasing (1) additional Drop box vehicle and requests (1) new personnel of a driver to handle the growth and expected growth in the Solid Waste Drop box business line and help with existing duties at the Materials Recovery Facility.

Background: The Dropbox service line serves both residential and commercial customers by currently providing approximately 27 pulls per week to construction sites, renovation projects, and subscription compactor customers. The service presently operates with one five year old roll off truck (Unit 459) and has limited use of another roll off truck (Unit 454) on an as-needed basis. Unit 454 is limited in the services it can perform due to an inferior turning radius and additional length due to the boom crane mounted on the truck. These limitations would render some accounts unserviceable if Unit 454 were the only truck available for compactor and dropbox collections. Unit 454 is mostly used to move recycling boxes at the Public Drop off and recycling pad for the curbside program and service the igloo program. Conversely, if Unit 454 needs repairs, the recycling program suffers from the inability to move recycling boxes at the MRF and to keep up with the daily baling operations. If this occurs, Unit 459 must be used at the MRF to keep operations flowing and prevent a backlog of materials needing to be baled causing a delay in servicing the dropbox customers on the street. The Drop Box business line is operating with one truck currently servicing on average 100 loads per month without an effective spare vehicle. The Drop box service line made a profit in 2004 of \$60,857 before departmental overhead charges of \$59,357 and expects to build on that momentum in 2005 with a projected net profit of \$10,000 after \$74,864 of departmental overhead is expensed.

Discussion:

The profit earned in 2004 included \$59,357 of departmental fixed overhead. This overhead would have had to be absorbed by other programs operated by Solid Waste if not covered by this dropbox program. The Dropbox business line has consistently improved in every benchmark measurement including a 40% increase in pulls serviced and an 89% increase in revenues in 2004 over the 2003's benchmarks. See Table B.

When considering Planning's records of 1,900 new building permits slated for 2005, the Dropbox program's very competitive pricing structure should ensure that the program would remain profitable for the future provided it has the equipment and labor to service its present and future customers. Staff currently solicits new business by sending letters to the new permit holders and then following up with phone calls and personal visits. The 1,900 new building permits would receive these direct mailings and follow ups and

City Council Agenda Item

would be a great revenue source as long as equipment and personnel were available to service this market.

In order to address raising fuel costs, the Division implemented a new delivery charge that will add 10K in gross profits annually that became effective May 1st, 2005.

In 2004, Fleet incurred a cost of \$21,474 (Labor \$7,878.00, Contract Services \$4,901.00, Parts \$8,688.00) in repair costs for Unit 459, the usual dropbox service unit. Currently the average miles placed on Unit 459 is 1,900 per month. At present, if this 5 year old truck (Unit 459) breaks down, the result would be lost revenue, lost goodwill from new and existing customers and additional rental expense. The additional rental expense would be incurred because Unit 459 is the only truck in the fleet able to service all the compactor customers. Unit 454 is outfitted with a boom lift to service the igloo customers and therefore is unable to service all the compactor customers. By not being able to service all these compactor customers, if a breakdown of Unit 459 occurs the Division would be jeopardizing the possible loss of \$85,000 in annual revenue from compactor and or temporary drop box customers.

The additional driver will cost approximately \$34,840 per year in salary and benefits and will be split 50/50 between the Drop box and Recycling programs. When not helping with the Drop box program this driver will help perform functions in the MRF; such as, operating the baler and processing recyclables, loading recycled commodities onto trailers with a fork lift and shipping the commodities to mills, spotting recycling trucks coming in to off load recyclables, servicing commercial recycling igloos, and performing other general duties as needed. This position will help eliminate future overtime with the Drop box and Recycling programs. The savings from reduced overtime even at the rate of 50% reduction will provide an advantage when calculating the return on investment for the fleet and personnel expansion.

Below is a table of all of 2004 and January through March 2005 overtime in hours for the Drop box and MRF Recycling programs:

Table A **Overtime Hours**

	2004 Overtime Hours	2004 Overtime Expense	2005 Overtime Hours Jan.-March	2005 Overtime Expense Jan.-March
Supervisors	239.5	\$5,858.08	23.5	\$579.61
MRF Employees	625.75	\$12,137.84	93.23	\$2,152
Relief Drivers	399.35	\$7,512.19	77.65	\$1,141.16
Drop Box Drivers	156	\$3,280	26.25	\$557.26
Totals	1,420.6	\$28,788.11	220.63	\$4,430.03

City Council Agenda Item

Below is a view of the Drop box programs growth:

Table B

	Pulls	Deliveries	% increase in pulls only	Dropbox program Revenue	% increase in Revenue	Estimated rate charged per customer for a 40 yd box	Average Revenue per pull including leases, rentals, pull charges and disposal revenue
2002	657	282	n/a	\$125,702	n/a	\$105	\$191.33
2003	917	260	40%	\$191,546	52%	\$150	\$208.88
2004	1285	285	40%	\$362,107	89%	\$195	\$281.80
2005*	1463	292	14%	\$440,456	22%	\$255	\$301.06

*Annualized with .25 increase during five peak summer months and revenue includes 7 months of new \$35 delivery charge.

Table C Budget Impact: Additional Revenue and Expense with Expansion

	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012
New Revenue							
Estimated new Dropbox and Compactor Customers revenue	\$128,998	\$265,736	\$393,456	\$510,979	\$617,052	\$654,256	\$693,138
New Expenses							
Labor*	\$34,840	\$35,711	\$36,604	\$37,519	\$38,457	\$39,418	\$40,404
Truck/Fuel*	\$40,828	\$41,849	\$42,895	\$43,967	\$45,066	\$46,193	\$47,348
Disposal	\$36,442	\$72,883	\$104,770	\$132,101	\$154,877	\$159,432	\$163,987
New Compactors**	\$22,000	\$22,550	\$23,114	\$23,692	\$24,284	-	-
CIP Investment	\$141,800	-	-	-	-	-	-
Total New Expenses	\$275,910	\$172,993	\$207,382	\$237,279	\$262,684	\$245,043	\$251,739
Annual difference in new expenses minus revenue	(\$146,911)	\$92,743	\$186,074	\$273,701	\$354,368	\$409,213	\$441,399
Potential Savings from reduced Overtime	\$14,500	\$14,863	\$15,234	\$15,615	\$16,005	\$16,405	\$16,816
Annual Return on Investment	-\$132,411	\$107,606	\$201,308	\$289,316	\$370,373	\$425,618	\$458,214
Cumulative Return	-\$132,411	-\$24,806	\$176,502	\$465,818	\$836,191	\$1,261,809	\$1,720,023

*Adjusted for inflation at rate of 2.5%

** Cost of installing one compactor including cost of equipment, electric, concrete pad, and labor for installation. Increase of inflation each year at 2.5%.

City Council Agenda Item

Funds for the first year start up transferred from Solid Waste's Fund Balances 5500.0950.4999.99.

Supporting Information:

Potential savings from overtime is calculated at ½ of 2004 expense and is raised annually at 2.5%.

On average one compactor serves approximately 10 customers.

The average revenue per pull is \$301.06. Revenue assumptions through 2012 are made with a 3% annual rate increase.

Disposal rate is calculated with no rate increase or decrease.

Staff estimates one new compactor purchase per year for the years 2006 through 2010.

Division currently services 27 pulls per week. With business solicitation, phone calls and personal follow up plus the growth of construction business in the area, the assumptions in Table D are made.

Table D: Staff estimates a growth in business according to the following schedule:

2006	2007	2008	2009	2010	2011	2012
8 new pulls per week	8 new pulls per week	7 new pulls per week	6 new pulls per week	5 new pulls per week	1 new pull per week	1 new pull per week
35 pulls per week	43 pulls per week	50 pulls per week	56 pulls per week	61 pulls per week	62 pulls per week	63 pulls per week

Budget Impact Summary:

There are adequate funds available for this unbudgeted expansion of first year expenses in Solid Waste's Fund Balances 5500.0950.4999.99. The \$196,550 for first year expenses to be transferred is coming from reserves and sufficient funds remain to meet objectives and city policy. Solid Waste expects to see a return on investment in year three after the purchase of the vehicle.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE HIRING OF ONE (1) FULL-TIME EMPLOYEE (DRIVER) IN THE SOLID WASTE & RECYCLING DIVISION; APPROVING THE PURCHASE OF ONE (1) COMMERCIAL DROP-BOX VEHICLE IN THE AMOUNT OF \$141,800.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$196,550.00.

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 authorizes the hiring of One (1) full-time employee (Driver) in the Solid Waste & Recycling Division.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of one (1) Commercial Drop-Box Vehicle in the amount of \$141,800.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$196,550.00.

PASSED and APPROVED this 19th day of July 2005

APPROVED

By

DAN GOODY, Mayor

ATTEST

By:

SONDRA SMITH, City Clerk

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

C.4.
Approval of the Purchase of One Commercial Drop Box
Vehicle and the Hiring of One Driver for Solid Waste
Page 6 of 12

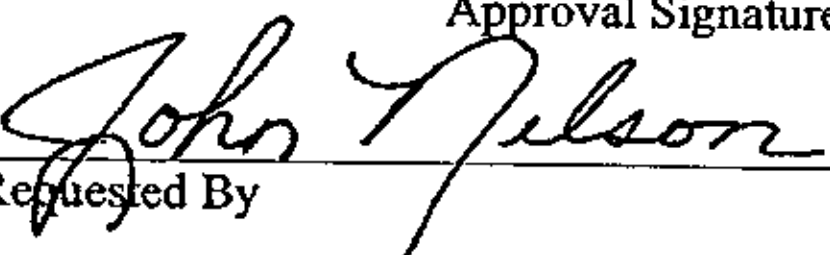
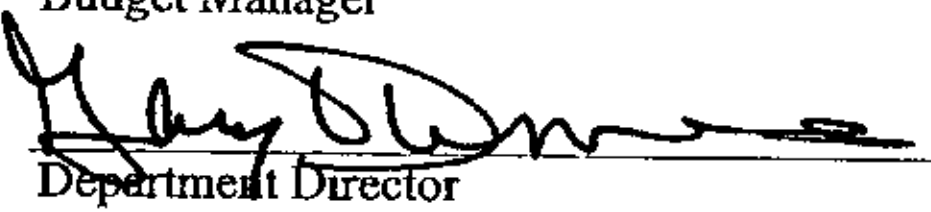
Budget Year 2005	Department: Operations Division: Solid Waste & Recycling Program: Commercial Drop Box Collections	Date Requested 6/1/2005	Adjustment Number
-------------------------	---	--------------------------------	-------------------

Project or Item Added/Increased: \$196,550 is requested to increase staffing levels and purchase an expansion vehicle within the Solid Waste & Recycling Division to meet increased demands of drop box and recycling services.	Project or Item Deleted/Reduced: No project is deleted. Reserve funds will fund this service expansion.
---	---

Justification of this Increase: This increase is needed to meet increased demands of drop box and recycling services.	Justification of this Decrease: Use of reserve funds is required to address immediate needs of the Solid Waste & Recycling Division.
---	--

Increase Expense Budget (Decrease Revenue Budget)			
Account Name	Account Number	Amount	Project Number
SEE ATTACHED		196,550	

Decrease Expense Budget (Increase Revenue Budget)			
Account Name	Account Number	Amount	Project Number
Use of fund balance	5500 0950 4999 99	196,550	

Approval Signatures		Budget Office Use Only					
 Requested By	5/31/2005 Date	Type:	A	B	C	D	E
Budget Manager  Department Director	Date 6-1-05 Date	Date of Approval				Initial	Date
Finance & Internal Services Director	Date	Posted to General Ledger				Initial	Date
Mayor	Date	Posted to Project Accounting				Initial	Date
		Entered in Category Log				Initial	Date

New Personnel Request - (2005 Budget)

Program Number.....: 5030
 Department.....: Operations
 Division/Program.....: Solid Waste & Recycling / Commercial Drop Box Collections
 New Personnel Title...: Driver
 Pay Plan Grade.....: ND8
 Priority.....: _____

Personnel Information

Employee Status.....: FT (FT or PT)
 FTE Amount.....: 25% (100=100% & 75=75%)

Personnel Services Cost

Annual Salary.....: \$ 25,291
 Salaries & Wages.....: \$ 6,323
 Overtime Amount.....: 456 100 (# of Hours)
 FICA.....: 519
 Life Insurance.....: 24
 Health Insurance.....: 1,226 F (F or I)
 LTD Insurance.....: 23
 AD&D Insurance.....: 5
 Retirement.....: 759 Y (Y, N, LP, LF)
 Worker's Comp.....: 626 L (Workers Comp Code)
 Total.....: \$ 9,961

Capital Outlay & Initial (One-Time) Purchases

Account Number				Description	Amount Requested
5500	5030	5802	00	Autocar Cabover	141,800
5500	5030				
5500	5030				
5500	5030				
5500	5030				

Operation and Maintenance Expense

Account Number				Description	Amount Requested
5500	5030	5330	00	Motor pool charges	22,488
5500	5030	5331	01	Replacement charges	4,800
5500	5030	5331	02	Shop overhead charges	1,740
5500	5030	5403	00	Vehicle & machine maint	5,500
5500	5000	5217	00	Uniforms/personal equipment	300

New Personnel Request - (2005 Budget)

Program Number.....: 5030
Department.....: Operations
Division/Program.....: Solid Waste & Recycling / Commercial Drop Box Collections
New Personnel Title...: Driver
Pay Plan Grade.....: ND8
Priority.....:

Personnel Information

Employee Status.....: FT (FT or PT)
FTE Amount.....: 25% (100=100% & 75=75%)

Description of New Personnel Request

Driver - Solid Waste

Justification of New Personnel Request

With the current volume and projected future growth associated with drop box service, an additional driver is requested to reduce overtime and meet the growing demand of this service. This program currently services all compactors and drop boxes. The driver will also be utilized in the Recycling Program at the Materials Recovery Facility.

New Personnel Request - Total Cost

Personnel Services Cost.....:	\$ 9,961
Capital Outlay & Initial Purchases.....:	141,800
Operation and Maintenance Expense.....:	34,828
	<u>186,589</u>

New Personnel Request - (2005 Budget)

Program Number.....: 5060
Department.....: Operations
Division/Program.....: Solid Waste & Recycling / Recycling
New Personnel Title...: Driver
Pay Plan Grade.....: ND8
Priority.....:

Personnel Information

Employee Status.....: FT (FT or PT)
FTE Amount.....: 25% (100=100% & 75=75%)

Description of New Personnel Request

Driver - Solid Waste

Justification of New Personnel Request

With the current volume and projected future growth associated with solid waste services, an additional driver is requested to reduce overtime and meet growing demands. The driver will also be utilized for drop box services.

New Personnel Request - Total Cost

Personnel Services Cost.....:	\$ 9,961
Capital Outlay & Initial Purchases.....:	0
Operation and Maintenance Expense.....:	0
	<u>9,961</u>

Personnel Services Cost

New Personnel Request - (2005 Budget)

Program Number.....: 5060
 Department.....: Operations
 Division/Program.....: Solid Waste & Recycling / Recycling
 New Personnel Title...: Driver
 Pay Plan Grade.....: ND8
 Priority.....:

Personnel Information

Employee Status.....: FT (FT or PT)
 FTE Amount.....: 25% (100=100% & 75=75%)
 Annual Salary.....: \$ 25,291
 Salaries & Wages.....: \$ 6,323
 Overtime Amount.....: 456 100 (# of Hours)
 FICA.....: 519
 Life Insurance.....: 24
 Health Insurance.....: 1,226 F (F or I)
 LTD Insurance.....: 23
 AD&D Insurance.....: 5
 Retirement.....: 759 Y (Y, N, LP, LF)
 Worker's Comp.....: 626 L (Workers Comp Code)
 Total.....: \$ 9,961

Capital Outlay & Initial (One-Time) Purchases

Account Number		Description	Amount Requested
5500	5060		
5500	5060		
5500	5060		
5500	5060		
5500	5060		

Operation and Maintenance Expense

Account Number		Description	Amount Requested
5500	5060		
5500	5060		
5500	5060		
5500	5060		
5500	5000		

City of Fayetteville, Arkansas

Request for Expansion/Replacement Equipment

Division: Solid Waste & Recycling Program: Comm.Drop Box Collections Date of Request: 05/31/05

Expansion x or Replacement Acct. # to be Charged: 5500.5030

Unit # for Current Vehicle: Unit # for Expansion/Replacement: 480

Purchase Price: \$141,800 CIP Budget Amt: CIP Year Budgeted: Project #

Total Annual Budgeted Motor Pool Charges for Unit:

Replacement: 22,000 Maintenance: 4,800 Overhead: 1,740

Monthly Motor Pool Charges for Current Unit:

Replacement: Maintenance: Overhead:

Monthly Motor Pool Charges for New Unit:

Replacement: Maintenance: Overhead:

of Months New Unit to be in Service for Current Year: Budgeted Amount: 28,540.00

Annual Cost: 0.00

Is a Budgeted Adjustment Needed?

Difference (Over)/Under Budget: 28,540.00

 No x Yes, BA is attached

Description of equipment to be purchased/transferred: (Attach Additional Sheets if Necessary)

Drop Box vehicle to service drop boxes and compactor customers with the Commercial Drop Box Program.

Justification for expansion/replacement: (Attach Additional Sheets if Necessary)

Program expansion is needed for continued service of Drop Box program customers and future customers.

Approval Signatures:


Division Head

6/1/05
Date


Department Director

6-1-05
Date

Fleet Operations Superintendent

Date

Finance & Internal Services Dir.

Date

Budget Manager

Date

Mayor

Date

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

C.4.
Approval of the Purchase of One Commercial Drop Box
Vehicle and the Hiring of One Driver for Solid Waste
Page 12 of 12

7/19/05
~~6/21/2005~~

City Council Meeting Date

Brian Pugh

Submitted By

Solid Waste & Recycling

Division

Operations

Department

Action Required:

Approval to hire one (1) full-time employee and purchase of one (1) expansion vehicle for the Solid Waste & Recycling Division and approval of a budget adjustment in the amount of \$196,550.

\$ 196,550.00

Cost of this request

5500.0950.4999.99

Account Number

Project Number

\$ 1,016,808.00

Category/Project Budget

\$ -

Funds Used to Date

\$ 1,016,808.00

Remaining Balance

Solid Waste Fund Revenue

Program Category / Project Name

Miscellaneous

Program / Project Category Name

Solid Waste

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

[Signature]

Department Director

6-1-05

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

[Signature]

City Attorney

6/30/05

[Signature]

Finance and Internal Service Director

6-22-05

Date

Received in City Clerk's Office



[Signature]

Mayor

6/30/05

Date

Received in Mayor's Office



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations
Tim Conklin, Development Ombudsman
Jeremy Pate, Director of Current Planning

From: Leif Olson, Associate Long Range Planner

Date: June 30, 2005

Subject: Amend the UDC and remove sections regarding outdoor lighting

RECOMMENDATION

Planning Staff recommends approval of an ordinance amending the Unified Development Code of the City of Fayetteville, by removing sections regarding outdoor lighting installations.

BACKGROUND

The City Council adopted Chapter 176: Outdoor Lighting, to the Unified Development Code on June 21, 2005. The new Outdoor Lighting Ordinance will regulate all future outdoor lighting installations and therefore, previous outdoor lighting standards located in the Unified Development Code should be removed to prevent conflicts within the Code.

Proposal: Planning Staff proposes removing the following sections of the Unified Development Code to the City of Fayetteville.

Section 161.24 Design Overlay District (D) (4) Lighting. Parking lot lighting shall be designed and located in such a manner to preserve the scenic appearance of the corridor. Lighting shall be shielded and directed downward to the parking lot, and light spread shall not reflect into the adjacent neighborhood. Lighting shall not exceed 35 feet in height and shall utilize sodium lighting fixtures.

Section 172.04 Parking Lot Design Standards (D) Illumination of Parking Areas. Parking areas may be illuminated. All lighting shall be: shielded and directed away from adjoining properties; attached to on-site buildings or fences where possible; and shall not be excessively bright or cause a glare that would be hazardous to pedestrians or vehicles. Only high pressure sodium lighting or energy equivalent are allowed.

Request: Staff requests amending the Unified Development Code to the City of Fayetteville by removing these sections.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV, UNIFIED DEVELOPMENT CODE CITY OF FAYETTEVILLE CODE OF ORDINANCES, REPEALING CERTAIN SECTIONS REGARDING OUTDOOR LIGHTING INSTALLATIONS.

WHEREAS, the City of Fayetteville adopted Chapter 176 Outdoor Lighting; and,

WHEREAS, the current Unified Development Ordinance references outdoor lighting installations in three separate sections.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby repeals § 161.24 Design Overlay District (D) (4) *Lighting*.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby repeals § 172.04 Parking Lot Design Standards (D) *Illumination of Parking Areas*.

PASSED and APPROVED this 19th day of July, 2005.

APPROVED:

By: _____
DAN GOODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

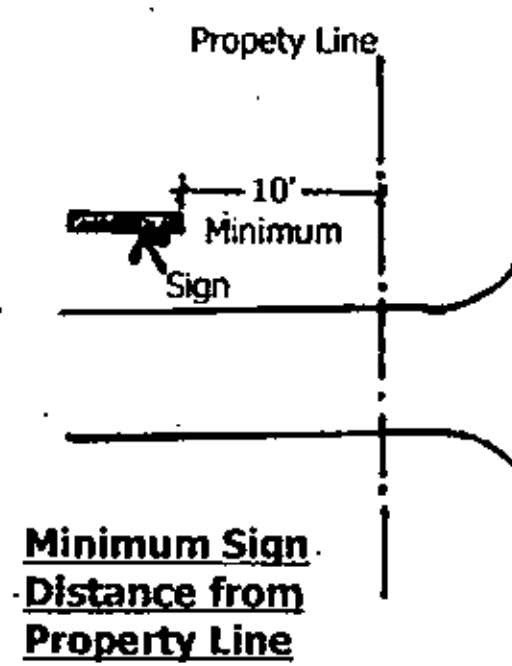
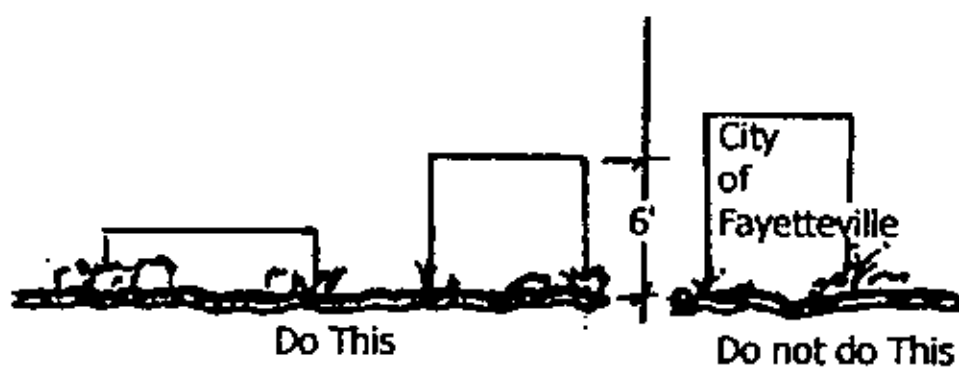
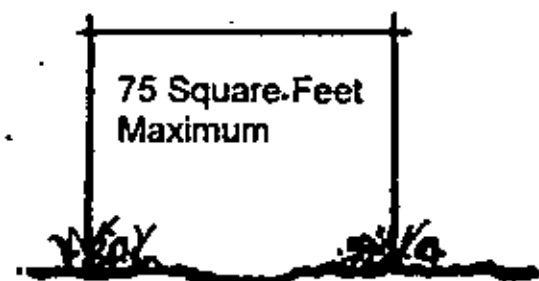
(D) *Nonresidential site design and development standards.*

- (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.

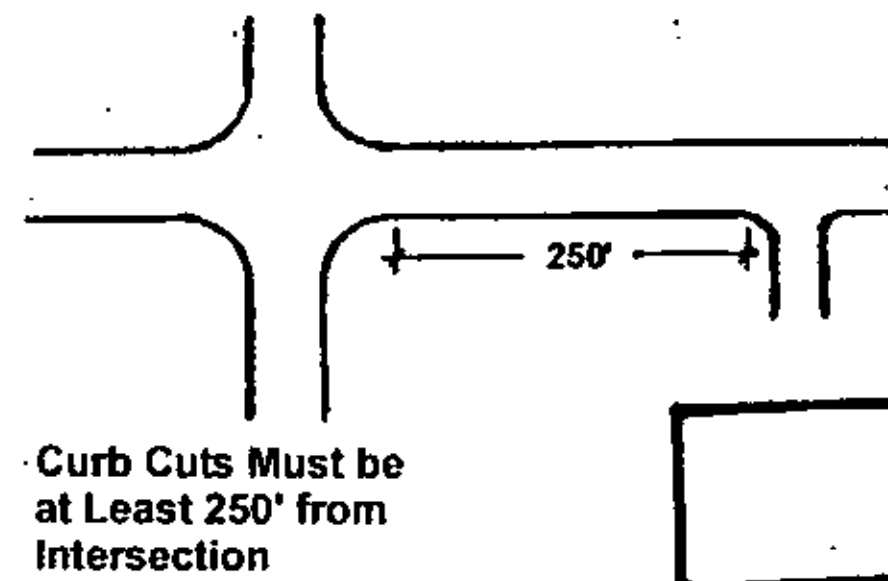
(2) *Signage.*

(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.
- (3) *Curb cuts.* One curb shall be allowed per 200 feet of frontage. No curb cuts shall be allowed within 250 feet of any intersection.



- (4) *Lighting.* ~~Parking lot lighting shall be designed and located in such a manner~~

~~to preserve the scenic appearance of
the corridor. Lighting shall be shielded
and directed downward to the parking
lot and light spread shall not reflect into
the adjacent neighborhood. Lighting
shall not exceed 35 feet in height and
shall utilize sodium lighting fixtures.~~

TITLE XV. UNIFIED DEVELOPMENT CODE

172.04 Parking Lot Design Standards

(See: Illustration: Parking Dimension Factors)

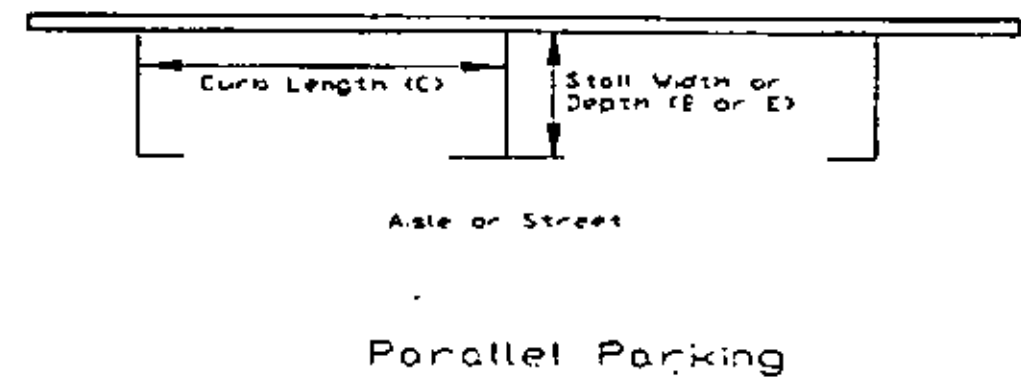
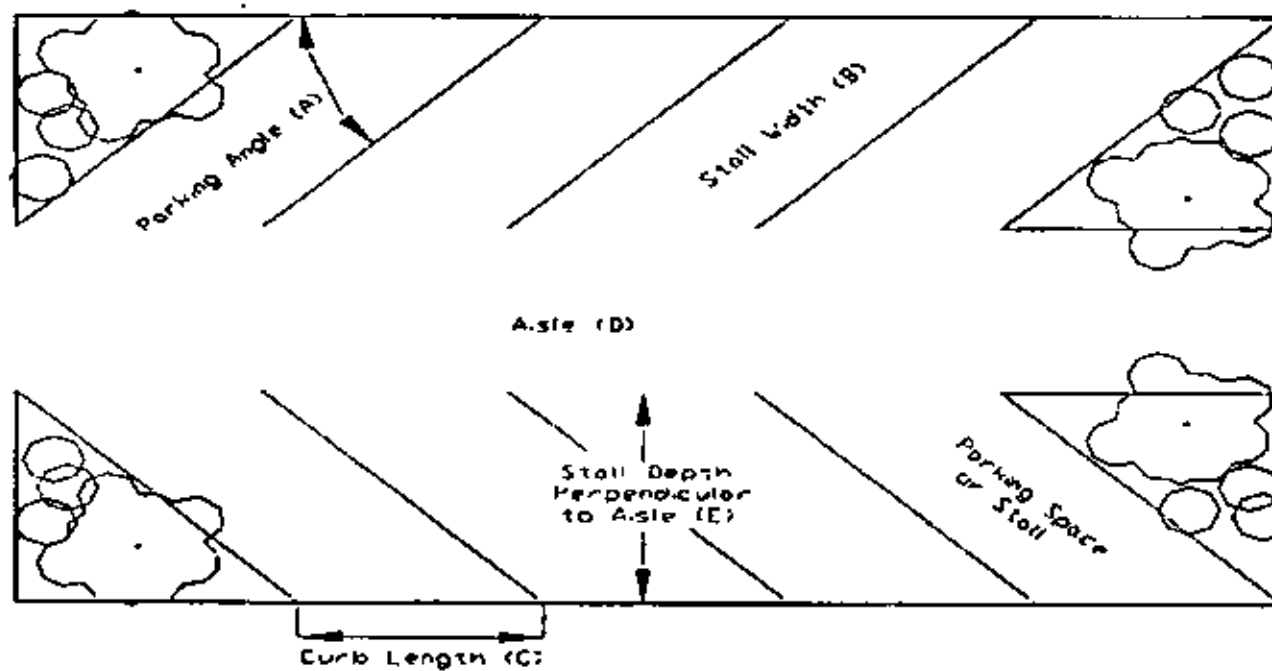
(A) *Maneuvering.* Parking lots shall be designated, maintained, and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping except as provided for in §172.07(B)(2). Parking lots shall be designed so that parking and unparking can occur without

moving other vehicles. Vehicles shall exit the parking lot in a forward motion.

(B) *Compact spaces.* A maximum of 35% of the total spaces may be compact spaces. Compact spaces shall be marked either by marking on the pavement or by separate marker.

(C) *Dimensional requirements.* (See Table 1)

Parking Dimension Factors



TITLE XV. UNIFIED DEVELOPMENT CODE

TABLE 1

DIMENSIONAL REQUIREMENTS

Angle (A)	Type	Width (in ft.) (B)	Curb length (in ft.) (C)	One-way aisle width (in ft.) (D)	Two-way aisle width (in ft.) (D)	Stall depth (in ft.) (E)
0°	Standard	8	22.5	12	24	8
Parallel	Compact	7.5	19.5	12	24	7.5
30°	Standard	9	18	12	24	17
	Compact	7.5	15	12	24	14
45°	Standard	9	12.5	12	24	19
	Compact	7.5	10.5	12	24	16
60°	Standard	9	10.5	18	24	20
	Compact	7.5	8.5	15	24	16.5
90°	Standard	9	9	24	24	19
	Compact	7.5	7.5	22	24	15

TITLE XV. UNIFIED DEVELOPMENT CODE

(D) ~~Illumination of parking areas.~~ Parking areas may be illuminated. All lighting shall be shielded and directed away from adjoining properties; attached to on-site buildings or fences where possible; and shall not be excessively bright or cause a glare that would be hazardous to pedestrians or vehicles. Only high-pressure sodium lighting or energy equivalent are allowed.

(E) *Parking lot entrances.*

- (1) *Throat length.* The length of driveways or "throat length" shall be designed in accordance with the anticipated storage length for vehicles to prevent them from backing into the flow of traffic on the public street or causing unsafe conflicts with on-site circulation. General standards appear below, but these requirements may vary according to the project volume of the individual driveway. These measures generally are acceptable for the principal access to a property and are not intended for minor driveways. Variation from these standards may be permitted for good cause upon approval of the Zoning and Development Administrator and City Engineer.

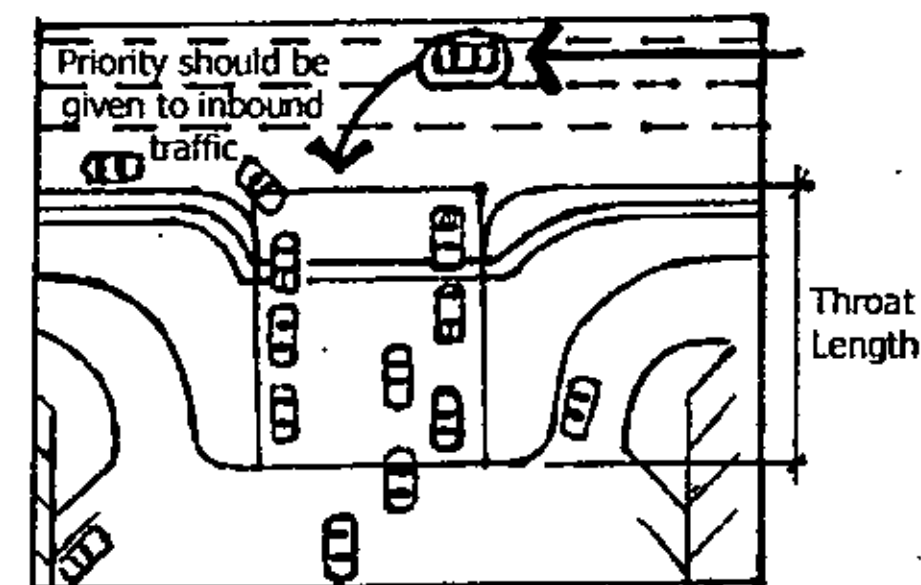
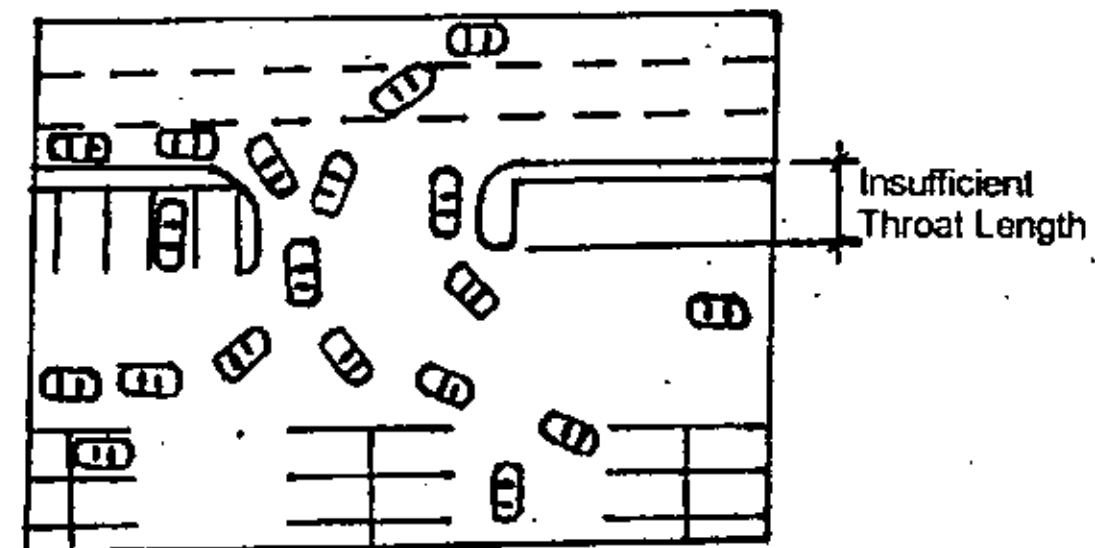


TABLE 2
GENERALLY ADEQUATE
DRIVEWAY THROAT LENGTHS

Shopping Centers (Signalized)	>200,000 GLA* (800) spaces	200 ft.
Smaller Developments (Signalized)	<200,000 GLA*	75-95 ft.
Unsignalized Driveways	--	40-60 ft.

*GLA-Gross leaseable area

Commentary. The throat lengths in Table 2 are provided to assure adequate stacking space within parking lot driveways for general land use intensities. This helps prevent vehicles from stacking into the thoroughfare as they attempt to enter the parking lot. High traffic generators, such as large shopping plazas, need much greater throat length than smaller developments or those with unsignalized driveways. The guidelines here for larger developments refer to the primary access drive. Reduced throat lengths may be permitted for secondary access drives serving large developments.

- (2) *Entrances and internal aisle design.* The driveway width into parking lots shall meet the following guidelines:

(a) *Entrances.*

- (i) *One-way.* If the driveway is a one-way in or one-way out drive, then the aisle widths shall be 12 feet wide up to a maximum of 15 feet wide.
- (ii) *Two-way.* For two-way access, each entrance lane shall be a minimum of 12 feet wide and a maximum of 15 feet wide. Whenever more than two lanes are proposed, entrance and exit lanes shall be divided by a curbed, raised, landscaped median. The median shall be 10 feet wide if three lanes are being proposed or 15 feet wide if four lanes are proposed.
- (iii) *Major thoroughfares.* Driveways that enter the major thoroughfare at traffic signals

TITLE XV. UNIFIED DEVELOPMENT CODE

must have at least two outbound lanes (one for each turning direction) and one inbound lane.

- (iv) *Curb radius.* All commercial driveways should have a minimum curb radius of 25 feet.

(b) *Internal circulation drives.*

- (i) Aisles shall be designed so that they intersect at 90 degrees with internal drives where practicable.
- (ii) Aisles shall be designed to discourage cut-through traffic by use of landscape islands.
- (iii) Aisles shall conform to §174.04(C) with the exception of aisles that connect to commercial driveways. Aisles connecting to commercial driveways may be permitted to be 27 feet in width when the driveway is in conformance with §171.13(B)(6).

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

19-Jul-05

City Council Meeting Date

Leif Olson
Submitted By

Planning and Development
Division

Operations
Department

Action Required:

UNIFIED DEVELOPMENT ORDINANCE AMENDMENT: Submitted by Leif Olson for an ordinance amendment to remove sections in the Unified Development Ordinance that reference outdoor lighting installations and could be in conflict with the recently approved Chapter 176 Outdoor Lighting Ordinance.

\$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

7-1-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney

7/5/5
Date

Original Contract Number: n/a


Finance and Internal Service Director

7/6/05
Date

Received in City Clerk's Office



Mayor

7/5/05
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: July 6, 2005

Subject: Rezoning for HondaPro (RZN 05-1524)

RECOMMENDATION

The Planning Commission voted to deny the subject rezoning request rezoning Lots 14, 15, and 16 of the Parker's Plat of Valley View Acres from RSF-4, Residential Single Family – 4 units per acre and R-O, Residential Office, to C-2, Thoroughfare Commercial.

BACKGROUND

Property description: The subject property consists of three parcels, containing lots 14, 15, and 16 of the Parker's Plat of Valley View Acres. This property is located north of Poplar Street and west of Shady Avenue, which runs parallel to Gregg Avenue. Lots 15 and 16 have been zoned R-O, Residential Office since 1977. Lot 14 is zoned RSF-4, Residential Single-Family – 4 units per acre. There is currently an automotive repair, sales, and auto salvage business operating on lots 15 and 16. This business, HondaPro, leases these two lots and the vacant lot to the west (Lot 14) and has been in operation for two years according to the information supplied by the applicant.

Background: In 2002 the owner of Quality Auto Exchange was issued a violation letter for operating an automotive sales business on the subject property and subsequently relocated this business. In March of 2005, the Planning Division received a complaint for the former lessee regarding the current use of the subject property for automotive sales, service and repair. On March 11, 2005, a violation letter was sent to the property owner, who was given 30 days to resolve the situation to the City's satisfaction. With no response from the property owner within the allotted time frame, staff sent a Final Notice to the owner on April 20, 2005. On May 5, 2005, a representative of Honda Pro submitted an application to rezone the property. It was determined that the applicant would either need an I-2 zoning to allow for auto salvage in addition to the repair and sales or a C-2, Thoroughfare Commercial, if all auto salvage on the property were ceased and salvage cars removed. The applicant has indicated to staff that he will remove all automobiles currently used for salvage of parts for other repairs and requests a C-2 zoning district so that the existing business may remain in operation at its current location.

Proposal: The applicant intends to continue utilizing the existing structure on the property for automotive sales, services and repair. Use unit 17, under which this use is

categorized, is not allowed in the RSF-4 or R-O zoning district as a permitted or conditional use. The applicant proposes a rezoning of the subject property to C-2, Thoroughfare Commercial.

Public Comment: Staff has received several calls from surrounding property owners who have expressed concern regarding the impact of the rezoning request on the surrounding residential neighborhood. A letter from an adjoining property owner in this single family neighborhood is also included in the staff report.

DISCUSSION

This item was heard at the regular Planning Commission on June 13, 2005. The Planning Commission voted 7-1-0 to deny the requested rezoning with Commissioner Vaught voting no. The applicant has submitted an appeal of the Planning Commission decision to the City Clerk within the 10-day appeal period.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1524 LOCATED AT 300,306, 310
WEST POPLAR STREET FROM RSF-4, RESIDENTIAL SINGLE-
FAMILY, 4 UNITS PER ACRE AND R-O, RESIDENTIAL-OFFICE 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 and R-O,
Residential-Office, 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 05-1524

LEGAL DESCRIPTION OF LOTS 14, 15 AND 16:

LOT 14: BLOCK 1 IN THE REVISED PLAT OF BLOCK 6, PARKER'S PLAT OF VALLEY VIEW ACRES, AND ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

LOT 15: LOT NUMBERED FIFTEEN (15) IN BLOCK NUMBERED ONE (1) IN PARKER'S PLAT OF VALLEY VIEW ACRES, IN FAYETTEVILLE, ARKANSAS, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

LOT 16: LOT NUMBERED SIXTEEN (16) IN BLOCK NUMBERED ONE (1). REVISED PLAT OF BLOCK NUMBERED FIVE (5). IN PARKER'S PLAT OF VALLEY VIEW ACRES, AN ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

DRAFT

HONDAPRO

C.6.
Planning Commission Appeal HondaPro
Page 5 of 40

300 W. Poplar St. Fayetteville, AR 72703
(479) 571-4100

June 21, 2005

The City of Fayetteville
Attention: Jesse Fulcher – Planning Technician
125 West Mountain
Fayetteville, AR 72701

Dear Mr. Fulcher:

This letter is being forwarded to most respectfully appeal the denial of our recently proposed rezoning request number RZN 05-1524 per the Planning Commissions' decision made on June 13, 2005.

Please respond as to how we need to proceed with this appeal from this point. As always, if you should have any questions, or require any documentation from us, please do not hesitate to contact our office

Sincerely,



Seth McClelland
HondaPro, Owner

SM/ch

RECEIVED

JUN 21 2005

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE



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: May 25, 2005

RZN 05-1524: (HONDA PRO, 367): Submitted by SETH MCCLELLAND for property located at 300, 306, 310 W POPLAR ST. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY – 4 UNITS PER ACRE, and R-O, RESIDENTIAL OFFICE. The request is to rezone the subject property to C-2, Thoroughfare Commercial.

Property Owner: PAT and STACY TOBIN

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends denial of the requested rezoning to C-2, Thoroughfare Commercial, based on the findings herein.

PLANNING COMMISSION ACTION:	Required <u>YES</u>	☒ Approved	☒ Denied
Date: <u>June 13, 2005</u>			Allen/Myles ² 7-1-05 off Vaught voting no
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 three parcels, containing lots 14, 15, and 16 of the Parker's Plat of Valley View Acres. This property is located north of Poplar Street and west of Shady Avenue, which runs parallel to Gregg Avenue. Lots 15 and 16 have been zoned R-O, Residential Office since 1977. Lot 14 is zoned RSF-4, Residential Single-Family – 4 units per acre. There is currently an automotive repair, sales, and auto salvage business operating on lots 15 and 16. This business, HondaPro, leases these two lots and the vacant lot to the west (Lot 14) and has been in operation for two years according to the information supplied by the applicant.

Background: In February 2002, the owner of Quality Auto Exchange submitted a Certificate of

Zoning Compliance to establish a used vehicle sales business on the subject property. This type of use was not permitted in an R-O zoning district, and would require a C-2 zoning. The Planning Division denied the Certificate of Zoning Compliance and informed the owner that if the business had initiated, it must be discontinued immediately. Upon inspection of the property a short time later, staff found that the business was in operation on this site. A violation letter was issued on April 25, 2002 to the owner. Subsequently, the business did cease operation at this location.

In March of 2005, the Planning Division received a complaint regarding the use of the subject property for automotive sales, service and repair. On March 11, 2005, a violation letter was sent to the property owner, who was given 30 days to resolve the situation to the City's satisfaction. With no response from the property owner within the allotted time frame, staff sent a Final Notice to the owner on April 20, 2005. On May 5, 2005, a representative of Honda Pro submitted an application to rezone the property. It was determined that the applicant would either need an I-2 zoning to allow for auto salvage in addition to the repair and sales or a C-2, Thoroughfare Commercial, if all auto salvage on the property were ceased and salvage cars removed. The applicant has indicated to staff that he will remove all automobiles currently used for salvage of parts for other repairs and requests a C-2 zoning district so that the existing business may remain in operation at its current location.

Timeline of Previous Rezoning Requests for the Subject and Surrounding Properties:

Date	Location	Request	Staff Recommendation	Action
1977	Lot 16	Rezone from RSF-4 to R-O	Approval	Granted
1990	NW corner of Pear St. and Shady Ave.	Rezone from RSF-4 to C-2	Approval with many conditions. Approval would allow an illegal business to stay in operation.	Granted subject to a Bill of Assurance with six conditions.
1995	Lots 15 & 16	Rezone from RSF-4 (Lot 15) and R-O (Lot 16) to I-1	Denial	Applicant withdrew rezoning request.
1996	Lot 15	Rezone from RSF-4 to R-O	Approval	Granted

Proposal: The applicant intends to continue utilizing the existing structure on the property for automotive sales, services and repair. Use unit 17, under which this use is categorized, is not allowed in the RSF-4 or R-O 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 denial of the rezoning request. This area is designated Residential the future land use plan, which is consistent with the current RSF-4 and R-O zoning districts.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Single Family Residential	RSF-4, Res. Single Family – 4 du/acre
South	Construction Speed Engineering	I-1, Heavy Commercial & Light Industrial
East	Rail Road Tracts	RSF-4, Res. Single Family – 4 du/acre
West	Single Family Residential	RSF-4, Res. Single Family – 4 du/acre

INFRASTRUCTURE:

Streets: Currently the site has access to Poplar Street and Easy Avenue. Road improvements required for Poplar and Easy at the time of development may include: right-of-way dedication, widening of pavement, curb and gutter, storm drainage, and sidewalks.

Surrounding Streets:

North: Pear St. (Local)

South: Poplar St. (Local)

East: Shady Ave. (Local) & Gregg Ave. (Minor Arterial)

West: Easy Ave. (Local)

Water: Public water is adjacent to the site. There is a 6" main along Poplar Street. There is also a 1.25" main that parallels the 6" main and turns north along Easy Avenue. 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.

Sewer: The site **does** have access sanitary sewer. There is an 18" sewer main along Easy Avenue, and a 6" main along Poplar Street. Sewer would need to be extended within the property to serve the development.

Fire: The Fayetteville Fire Department has reviewed the request and has estimated that the response time from Fire Station #2 to the site would be approximately 4 minutes for a distance of 1.6 miles.

Police: 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.

LAND USE PLAN: The Future Land Use Plan designates this site for **Residential** use. Rezoning this property to C-2, Thoroughfare Commercial is not consistent with the land use plan for this area and is not compatible with surrounding single family residential 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 not consistent with current land use planning objectives and policies and is not compatible with adjacent properties in the same district. The property in question is adjacent to parcels zoned RSF-4 to the north and west. Property to the south, across Poplar Street, is zoned I-1 and is an active industrial area. Property to the east is utilized for the Arkansas Rail Road and separates the subject property from Gregg Street. The Future Land Use Plan indicates this property as Residential. A residential zoning district in this area is compatible with the surrounding RSF-4 zoning district. A C-2 zoning district, however, will allow for the operation of businesses that will have a greater impact on the residential properties.

There is currently a small residential neighborhood located north of the subject property, accessed by unimproved streets and dense with vegetation. The rezoning and subsequent development of the subject property will significantly impact these single family residents. Lots 15 and 16 have been zoned R-O to allow for the development of offices and residential dwellings that are more appropriate in this neighborhood as a transitional zoning district from the RSF-4 zone to the north and I-1 zone to the south. Lot 14 is currently vacant and zoned RSF-4, which will allow for development of single family residential uses. The current zoning districts on each of the properties are shown to be desirable and appropriate on the Future Land Use Plan and are compatible with the existing development in this area.

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 not justified, as it will not promote orderly and consistent development patterns. The General Plan 2020 encourages "defin[ing] appropriate areas and the size of areas for community commercial districts." The Future Land Use plan and past rezoning requests considered and acted upon by the City Council indicate that the appropriate use of the subject property is residential in nature. A Residential Office zoning district was permitted to allow for some flexibility in use on Lots 15 and 16, to allow for residential and/or office use, as it functions as a transitional area between the residential neighborhood to the north and the industrial businesses south of Poplar Street. Rezoning this property is not only a consideration of compatibility, but as whether the existing neighborhood should be protected from encroachment.

The applicant's need to rezone this property is a result of a violation of the R-O zoning district for operation of an automotive sales and repair business on Lots 15 and 16 and the desire to utilize/expand said business onto Lot 14, currently zoned RSF-4.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The existing, non-conforming business on this property generates more traffic than would a residential development. As currently zoned, the property could be utilized for office use which could possible generate traffic on the surrounding streets. Staff finds that rezoning the subject property would potentially increase traffic on surrounding streets, most of which are unimproved and narrow, should increased development occur.

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.

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.

161.15 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 11	Manufactured home park
Unit 12	Offices, studios and related services
Unit 25	Professional offices

(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 13	Eating places
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments:	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(D) *Density.*

Units per acre	4 to 24
----------------	---------

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back with any boundary line of any RSF or RMF District an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% 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.

May 31, 2005

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

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, RESIDENTAIL-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,

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

APPLICATION FOR CERTIFICATE OF ZONING COMPLIANCE

The applicant must provide a site plan, drawn to scale, showing setbacks and measurements from overhangs on all proposed structures, existing structures, utility easements, off-street parking, driveways, landscaping and other proposed permanent improvements like pools, hot tubs, heating or a.c. units, decks, carports, etc. The distance from any proposed structure to property lines must be clearly indicated. Floor plans may be required for certain uses to verify zoning compliance. NOTE: Property lines can be accurately determined only by survey. The street is not the front property line.

SECTION (A) ZONING REQUIREMENTS:

- PROPERTY ZONED: R-20 SITE ADDRESS: 388 W. Poplar
 • PROPERTY OWNER: Pat Tabu PHONE: _____
 • PROPERTY OWNER'S ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 • NUMBER OF DWELLING UNITS: _____ * IS THIS PROPERTY SUBJECT TO RESTRICTIVE COVENANTS? YES _____ NO _____
 • IF YES, HAS THE APPROPRIATE REVIEW BOARD APPROVED THIS PROJECT? YES _____ NO _____
 • NOTE: THE CITY DOES NOT ENFORCE RESTRICTIVE COVENANTS. THIS INFORMATION IS FOR NOTIFICATION PURPOSES ONLY.

THOSE NOT APPLYING FOR A BUILDING PERMIT, PLEASE CONTINUE TO SECTION (C) OTHERWISE COMPLETE ENTIRE APPLICATION

SECTION (B) BUILDING SETBACKS:

• SCALE USED FOR SITE PLAN: _____

• PROPOSED BUILDING HEIGHT: _____

• ARE THERE OTHER STRUCTURES EXISTING ON THE LOT?

YES NO If yes, please describe: _____

• SETBACKS:		FOR OFFICIAL USE ONLY:	
	PROPOSED:	MINIMUM:	COMMENT:
NORTH:			
SOUTH:			
EAST:			
WEST:			

SECTION (C) PUBLIC REQUIREMENTS:

- PUBLIC SIDEWALK: A sidewalk is required along _____ street(s) and constructed in accordance to specifications in the City's Street and Sidewalk Ordinance.
 • ADDRESS NUMBERS: No permanent water meter will be set until permanent address numbers (visible from the street and at least 4" high) are installed on the structure. House numbers may not be changed without approval from the Water Department.
 • DRIVEWAYS: Driveways must be paved with hot mix asphalt or concrete and must be surfaced for a minimum of 12 1/2 feet into the property.
 • OFF-STREET PARKING: The parking area(s) must be striped into a minimum of _____ spaces of _____ size, of these spaces, _____ shall be ADA accessible including for van accessibility, and shall include accessible ramps where needed. You must also provide curbs, bumper guards or wheel stops so that no part of a parked vehicle extends beyond the boundary of the parking lot.
 • SPACES REQUIRED: _____ • SPACES PROVIDED: _____
 • DO YOU SHARE PARKING WITH ANY OTHER BUSINESS? YES NO If yes, please explain in writing.

SECTION (D) ADDITIONAL REVIEWS & APPROVAL DATES:

BOARD OF ADJUSTMENTS: _____

PLANNING COMMISSION: _____

LARGE SCALE DEVELOPMENT: _____

LOT SPLIT: _____

SECTION (E) NON-RESIDENTIAL REQUIREMENTS:

- BUSINESS NAME: Quality Auto Exchange BUSINESS PHONE: 750-1144
 • NAME ON LEASE: Sammy Mahandessian HOME PHONE: (501) 286-1586
 • HOME ADDRESS: 1552 Garland CITY: Fayetteville STATE: AR ZIP: 72703
 • INTENDED USE OF STRUCTURE: Used cars PREVIOUS USE OF STRUCTURE: ?
 • IS THE STRUCTURE VACANT? YES (NO) If yes, how long has the structure been vacant? N/A
 • IS THE BUSINESS A HOME OCCUPATION? YES (NO) If yes, provide: permit ID #: _____ PC approval date: _____
 • DOES THE USE REQUIRE AN AIR PERMIT FROM THE ARKANSAS DEPARTMENT OF ENVIRONMENT QUALITY? YES (NO)
 If yes, please provide a copy of the permit.
 • DOES THE USE PRODUCE AN ODOR? YES (NO) If yes, please describe the odor: _____
 • NUMBER OF EMPLOYEES: 1
 • OUTDOOR STORAGE OF MATERIAL AND/OR EQUIPMENT? (YES) NO If yes, please describe: AFTER CARS
 • SQ. FT. OF TOTAL BUILDING: 3500 SQ. FT. OF YOUR BUSINESS: _____ SQ. FT. OF EXPANSION: _____

FOR OFFICIAL USE ONLY:

PROPERTY ZONED: <u>R-20</u>	PARCEL NUMBER: <u>09503-000</u>	CERTIFICATE NUMBER: _____
PLAT PAGE: <u>367</u>	LOT: <u>16</u> BLOCK: <u>1</u> PHASE: _____	S-T-R: _____
USE UNIT: _____	SUBDIVISION: _____	
INCLUDED USE(S): _____		
§161.02 CERTIFICATE OF ZONING COMPLIANCE NONCONFORMING SECTIONS: _____		
NOTES: _____		
CITY PLANNER: _____		DATE: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8264

PLANNING DIVISION CORRESPONDENCE

February 25, 2002

Mr. Sammy Mohandessian
Braden, Inc. DBA Quality Auto Exchange
PO Box 8666
Fayetteville, AR 72703

Re: Request for Certificate of Zoning Compliance

Dear Mr. Mohandessian:

The Planning Division has received your request for a Certificate of Zoning Compliance to establish a used car sales lot at 300 W. Poplar Street. Unfortunately, staff is unable to approve this request. The use of this site for your proposed business is not permitted. This property was zoned in 1977 for Residential-Office uses (Ord. #2349). It is not zoned properly for used vehicle sales, this type of use would require a Thoroughfare Commercial (C-2) zoning district. With this letter, I am returning your \$25.00 application fee. If you have initiated business at this location, you must discontinue that activity immediately. An approved Certificate of Zoning Compliance or building permit must be received prior to the operation of any new business within the City of Fayetteville.

If you have questions regarding this information, you may contact the Planning Division.

Sincerely,



Dawn T. Warrick
Senior Planner

cc: Tim Conklin, City Planner
File

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8264

PLANNING DIVISION CORRESPONDENCE

DW APRIL
February 25, 2002

Mr. Sammy Mohandessian
Braden, Inc. DBA Quality Auto Exchange
PO Box 8666
Fayetteville, AR 72703

Re: Zoning Violation

Dear Mr. Mohandessian:

On February 25, 2002, the Planning Division contacted you (see attached correspondence) to notify you that the use of property at 300 W. Poplar Street for used car sales was not permitted. After speaking with Mr. William Greenhaw, attorney, on March 21, 2002, I understood that you were in the process of relocating your business to an appropriate location. I have since had the occasion to conduct a site tour and it is evident that you continue to operate this business in violation of City ordinance.

This is the only notice you will receive from the Planning Division. Should this violation not be remedied within the next thirty (30) days, I will forward this file information to the City Prosecutor for further action.

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 if you are aggrieved by an interpretation or decision regarding this zoning matter. If you have any questions or need more information regarding this letter, please contact Dawn Warrick, Senior Planner, at 575-8264.

Sincerely,



Dawn T. Warrick
Senior Planner

cc: Tim Conklin, City Planner
Hugh Earnest, Urban Development Director
Casey Jones, City Prosecutor

Mr. William Greenhaw
Stacy Tobin (property owner of record)
File

From: Dawn Warrick
Date: 3/21/02 2:42PM
Caller: BILL GREENHAW
Company: REPRESENTING CLIENT ON POPLAR AND GREGG
Phone: 442-2562

QUALITY AUTO EXCHANGE SAMMY M. WHAT ARE THE ODDS OF GETTING IT REZONED? OR DOES HE NEED TO LOOK FOR ANOTHER LOCATION?

Returned call 3/21/02 - left message

Mr Greenhaw has advised his client to look for another location for his used car sales. He has either relocated or is in the process of doing so.

3/21/02 DW

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

C.6.
Planning Commission Appeal HondaPro
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125 W. Mountain St.
Fayetteville, AR 72701
Telephone:
479-575-8264

PLANNING DIVISION CORRESPONDENCE

VIOLATION NOTICE

March 11, 2005

Honda Pro Automotive
300 W. Poplar
Fayetteville, AR 72703

Re: Zoning Violation

Dear Management:

The City of Fayetteville has received a complaint regarding the use of your property located at 300 W. Poplar. City staff has investigated this complaint and determined that the use of your property for automotive sales, service and repair violates § Chapter 161.15 of the City of Fayetteville Unified Development Code. Your property is zoned R-O, Residential Office. An automotive sales, service and repair business is not allowed within the R-O zoning district. Furthermore, each business operating within the City of Fayetteville shall obtain a Certificate of Zoning Compliance as required by § Chapter 161.02 of the City of Fayetteville Unified Development Code.

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 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
Senior Planner

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

C.6.
Planning Commission Appeal HondaPro
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125 W. Mountain St.
Fayetteville, AR 72701
Telephone:
479-575-8264

PLANNING DIVISION CORRESPONDENCE

VIOLATION NOTICE

April 20, 2005

Stacy A. Tobin
2901 Tobin Ln.
Fayetteville, AR 72703

Re: Zoning Violation-Final Notice

Dear Property Owner:

The City of Fayetteville has received a complaint regarding the use of your property located at 300 W. Poplar. City staff has investigated this complaint and determined that the use of your property for automotive sales, service and repair violates § Chapter 161.15 of the City of Fayetteville Unified Development Code. Your property is zoned R-O, Residential Office. An automotive sales, service and repair business is not allowed within the R-O zoning district. Furthermore, each business operating within the City of Fayetteville shall obtain a Certificate of Zoning Compliance as required by § Chapter 161.02 of the City of Fayetteville Unified Development Code.

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 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
Senior Planner

May 4, 2005

Jesse Fulcher
Planning Technician
City of Fayetteville
125 W. Mountain St.
Fayetteville, AR 72701

RECEIVED
MAY 17 2005
PLANNING DIV.

Dr. Mr. Fulcher:

I am writing in reference to correspondence that I received from you in March. In this correspondence, you notified me of a zoning violation at 300 W. Poplar. I was unaware of the violation and I appreciate your notification.

As the land owner, I have asked the leasing agent of the building to rectify the situation as soon as possible. I know that he has been in communication with the business owner and they are looking at ways to remedy the situation.

Sincerely,



Stacy T. Keenan

October 1, 1996

RZ9-93

Mayor Hanna introduced consideration of an ordinance rezoning .26 acres located at 302 W. Poplar from R-1, Low Density Residential, to R-O, Residential-Office, as requested by Patrick Tobin.

City Attorney Rose read the ordinance for the first time.

Pat Tobin, petitioner, gave a brief history of this property. The property east of this is zoned R-O. They have the right of first refusal on the property to the west. The property across that street is a parking lot. The property directly across the street is zoned I-1. All the property owners adjoining this area are in favor of it. They do not want apartments or multi-family units.

Alderman Williams moved to suspend the rules and go to the second reading. Alderman Parker seconded. Upon roll call, the motion passed on a vote of 6 to 0.

City Attorney Rose read the ordinance for the second time.

Alderman Daniel moved to go to the third and final reading. Alderman Miller seconded. Upon roll call, the motion passed on a vote of 6 to 0.

City Attorney Rose read the ordinance for the third time.

There being no further comments, Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 6 to 0.

ORDINANCE 3998 APPEARS ON PAGE OF ORDINANCE BOOK

VA95-9

Mayor Hanna introduced consideration of an ordinance vacating an easement located on lot 9 of Colt Square Subdivision located at the northwest corner of Colt Square and Green Acres Rd. as requested by Bill Keating.

City Attorney Rose read the ordinance for the first time.

Alderman Daniel commented on this being an after-the-fact thing. She wondered how to prevent these from happening.

Alderman Williams asked about the required approval forms.

Alett Little, Planning Director, replied they have been received.

Planning Commission Minutes
September 9, 1996
Page 11

RZ96-17.00 REZONING R-1 TO R-O
PATRICK TOBIN- N OF POPLAR AND W OF SHADY LANE

The next item on the agenda was a request submitted by Patrick Tobin for property located north of Poplar and west of Shady Lane. The property is zoned R-1 and contains approximately .26 acres. The request is for a rezoning to an R-O district.

The staff recommends approval of the rezoning as being consistent with the category designated for this area in General Plan 2020, as well as begin compatible with adjacent property to the east.

Ms. Johnson added the property was very close to the railroad track on Gregg street.

Ms. Little stated the property did adjoin R-O property to the east.

Ms. Johnson questioned what was located on the property.

Ms. Little stated the home that was on the property had been moved; it was now vacant.

Mr. Sugg questioned the zoning of the lot on the corner of Easy and Poplar.

Ms. Little stated it was R-1 and there was a piece of R-2 but the reminder of the block was R-1. She stated the area to the north of Pear street was C-2.

Mr. Pat Tobin, owner of the property, stated he owned the property to the east which was zoned R-O. He added they had removed the home on the site when he took possession, because it had been condemned. He stated they were negotiating to buy the little white house that was on the corner of Easy Street. The property across the street was zoned I-1 and they felt the R-O would be a good addition to the area.

MOTION

Mr. Odom moved to approve the zoning request.

Mr. Forney seconded the motion.

The roll was call and passed unanimously.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FILE C.6.
Planning Commission Appeal HondaPro
September 9, 1996 Page 24 of 40

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:
501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
THRU: Kevin Crosson, Public Works Director
Charles Venable, Asst. Public Works Director
FROM: Alett S. Little, City Planner
DATE: September 9, 1996

REQUEST: This is a rezoning petition R96-17 submitted by Pat Tobin for property located north of Poplar, west of Gregg (302 W. Poplar). This request is to rezone the property from R-1, Low Density Residential to R-O, Residential-Office.

RECOMMENDED MOTION:

RZ96-17: Staff recommends approval of the rezoning as being consistent with the category designated for this area in General Plan 2020, as well as being compatible with adjacent property to the east.

PLANNING COMMISSION ACTION: YES Required
_____ Approved _____ Denied
Date: 9/9/96

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied
Date: / /

4 16- 30 RZ 96.00 - 17.00 367.00
Patrick Tobin
North of Poplar, West of Shady Lane



View from Poplar

BACKGROUND :

This rezoning request is for Lot 15 of Valley View Acres subdivision (approximately .26 acres) from R-1 to R-O. Contingent upon rezoning approval, the applicant intends to develop this lot along with the adjoining lot (lot 16 of approximately .38 acres & zoned R-O) with the intention of constructing a building for lease to service and/or commercial oriented small businesses. The property in question had a single-family home on it, which has since been removed. The applicant states in his letter that no sale of this property is anticipated.

Upon site inspection, it was noted that this block, bounded on the west by Easy St., on the north by Pear St., on the south by Poplar St., and on the east by Shady Ave is a residential block. It has commercial uses to the south, another residential block to the north then industrial type uses. There is a three- block area of primarily R-1 uses with some heavier density residential, one piece of residential office, and one piece of C-2.

4 16- 30 RZ 96.00 - 17.00 367.00
Patrick Tobin
North of Poplar, West of Shady Lane

ADJACENT LAND USE AND ZONING:

North: Pear St., R-1, s-f homes, C-2

South: Poplar St., I-1, vacant building, Duke's Pool hall

East: R-O, Shady St., RR, Gregg St, R-2, multi-family

West: mix of R-1 & R-2, s-f homes

INFRASTRUCTURE:

St. Louis & San Francisco Rail Road.

Poplar Street is classified as a collector with current r-o-w of 40'; required r-o-w is 60' - 80'.

Shady Street is classified as a local street with current r-o-w of 30'.

Water: 6" line on Poplar

Sewer: 6" line on Poplar

GENERAL PLAN:

General Plan 2020 called for the area to develop as residential and mixed use.

4 16- 30 RZ 96.00 - 17.00 367.00

Patrick Tobin

North of Poplar, West of Shady Lane

HONDAPRO

C.6.
Planning Commission Appeal HondaPro
Page 27 of 40

To All Members of the Planning Commission:

HondaPro is a fully functional Honda and Acura service center. We offer state of the art technology and extensive knowledge of the Honda product to serve the public with reasonably priced dealership-quality service. More than that, our customers can enjoy the advantages of dealing with an independently owned and operated service center.

The two buildings occupied by HondaPro currently house a state of the art office facility, two shop facilities with a total of four airlifts and an alignment rack. In the approximate two and one-half years that we have been at this location, we have established a business that employs six members of the community, and was last noted to have served 1,438 customers mostly in Northwest Arkansas.

We take pride in saying that we have built a team of professionals able to assist customers through the diagnosis and repair of even the most difficult problem, and that we have a sales team, that although small, is unsurpassed in the area. We take pride in our work that shows through the loyalty of our customers.

In view of information aforementioned as well as information contained in the body below, we feel that HondaPro is an asset to the community as well as to the property that we occupy. Until receipt of the notice indicating a zoning violation, we have not received any form of notification from city officials or neighboring businesses and residents that we have impacted the area in a negative way. On the contrary, it is our understanding that the violation notice was prompted from a complaint of a disgruntled past renter of the property that we occupy who received multiple complaints due to cars being parked in a manner that blocked traffic of residents and neighboring businesses. It is for these reasons that we would sincerely appreciate your favorable consideration to the proposed zoning request that we have made.

6.a. Current ownership information and any proposed or pending property sales.

Darlene and Patrick Tobin and Stacey Keenan own lots 14, 15 and 16. There is no current pending property sales of the said property, and we have nothing to indicate any future proposed sales. Honda Pro has rented the properties for the last two and one-half years.

6.b. Reason (need) for requesting the zoning change.

We are in receipt of a Notice of Violation issued by the City of Fayetteville stating that our location is not zoned for the nature of our business. This letter has prompted our request and need of this zoning change as we have had an established business at this location for the past two and one-half years.

6.c. Statement of how the property will relate to surrounding properties in terms of land use, traffic, appearance and signage.

Since our occupancy the appearance of the property has been vastly improved. The grounds have been cleaned, offices have been renovated and nicely remodeled, shops have been remodeled, equipment has been installed and our business has been established. The land is currently used mostly for parking, and does not exceed the boundaries of our lots. Our lots are kept clean and well maintained. Poplar Street traffic is not impacted through normal customer drop off and pick up routines associated with the common nature of our business. Shady Avenue traffic is minimally impacted through vehicles being pulled in and out for repair, the occasional LTL delivery and wrecker drop off services. Since start up of our operation, we have not received any traffic-related complaints from customers or neighboring businesses and residents. Our signage is minimal and tasteful and does not exceed the profile of the building.

6.d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

This property currently has a 1" water line and a 6" water line on the north end of the property, and a 6" sewer line located on the south side of the property.

7.a. The degree to which the proposed zoning is consistent with land use planning objectives, principles and policies and with land use and zoning plans.

It is our understanding that future proposed zoning plans lists the property that we occupy to be zoned for industrial business. Properties adjacent to our lots are already zoned for industrial businesses. Businesses include automotive wrecker impound, automotive shop, restaurant and an adult entertainment bar. The nature of our automotive sales and service business closely corresponds to that of some of the neighboring businesses. A great deal of revenue produced from our business is returned to the community through local purchases of supplies, local utilities and taxes.

7.b. Whether the proposed zoning is justified and/or needed at the time of the request.

HondaPro is a family business that offers a valuable service to the community that has survived the test of business start up by maintaining our customer oriented businesslike principles. Our property is kept clean and is environmentally sound and safe. We operate knowing that the appearance of our property and facility affects the level of customer satisfaction, and thus we strive to maintain the appearance of our properties. Our business is thriving at our current location, we feel that we have had a positive impact on the surrounding area and thus feel that rezoning is warranted.

7.c. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

Vehicles on our premises are parked within the boundaries of our lot. Therefore, road and sidewalk passages are never blocked or congested as a result. We have not experienced any instances that would warrant a concern related to traffic danger or traffic congestion.

7.d. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water and sewer facilities.

The nature of our business is not one that would have a negative impact on any of the resources listed above.

7.e. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

The lots currently occupied by HondaPro are zoned for residential and office use. However, the existing dwellings on these lots are better suited for industrial business such as that of some of our neighbors. In addition, the property location in proximity to the railroad track, Poplar Street and surrounding businesses makes it an unlikely candidate for favorable residential real estate expansion purposes.

June 8, 2005

To: Jeremy Pate
Interim Zoning and Development Administrator
125 W. Mountain, Fayetteville, AR 72701

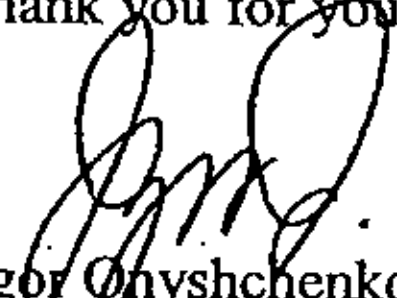
REF: RZN 05-1524 (HONDA PRO, 367)

Dear Sir,

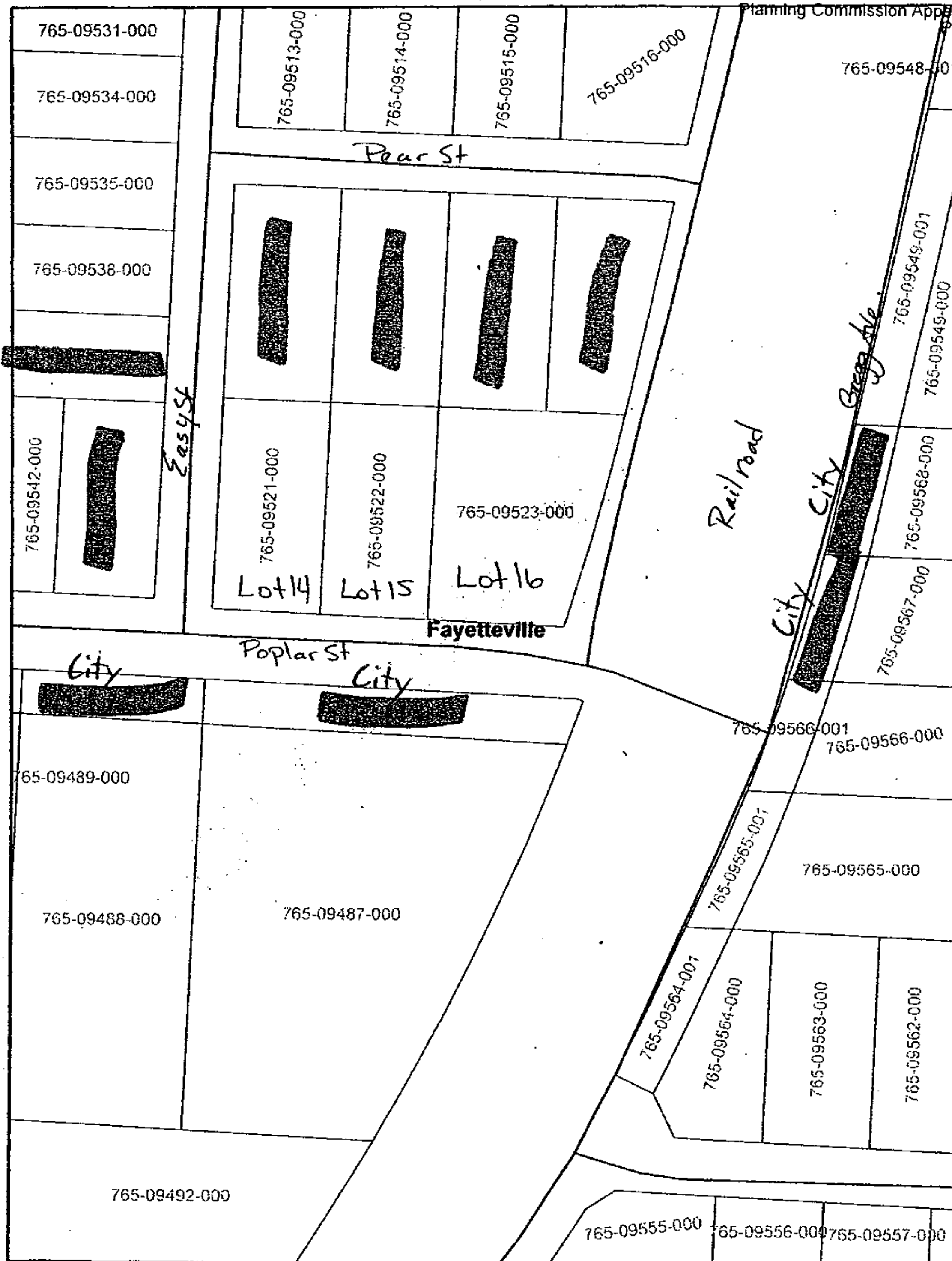
It has been brought to my attention that the Fayetteville Planning Commission has been asked to review a proposed REZONING adjacent to my property. I, as the owner and the resident of the adjacent property at 2032 N. Easy Ave oppose the attempt to rezone the subject property from RESIDENTIAL OFFICE to Heavy Commercial, Light Industrial.

Having been a resident at that property for almost a decade, I have seen it grow and develop into a great community of people. A few generations have been superceding one another and the owner turnover has been minimal. The rezoning will substantially change the atmosphere of the neighborhood, which should be maintained. The change will cause more noise, traffic and disturbance to a quite community of surrounding houses and one of many disappearing quite areas of the city of Fayetteville.

I would really appreciate your effort to reject the proposed rezoning request. Again, I thank you for your attention to this letter.



Igor Onyshchenko
Owner/Resident

**County Disclaimer:**

This map was created by Washington County using data created or acquired by its Assessor's office, Dept. of Emergency Management, and Road Department and in accordance with Arkansas Code 15-21-502 (2) (B), which states "The digital cadastre manages and provides access to cadastral information. Digital cadastre does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastre." and Arkansas Code 15-21-502 (6) which indicates that "Digital cadastre" means the storage and manipulation of computerized representations of parcel maps and linked databases."

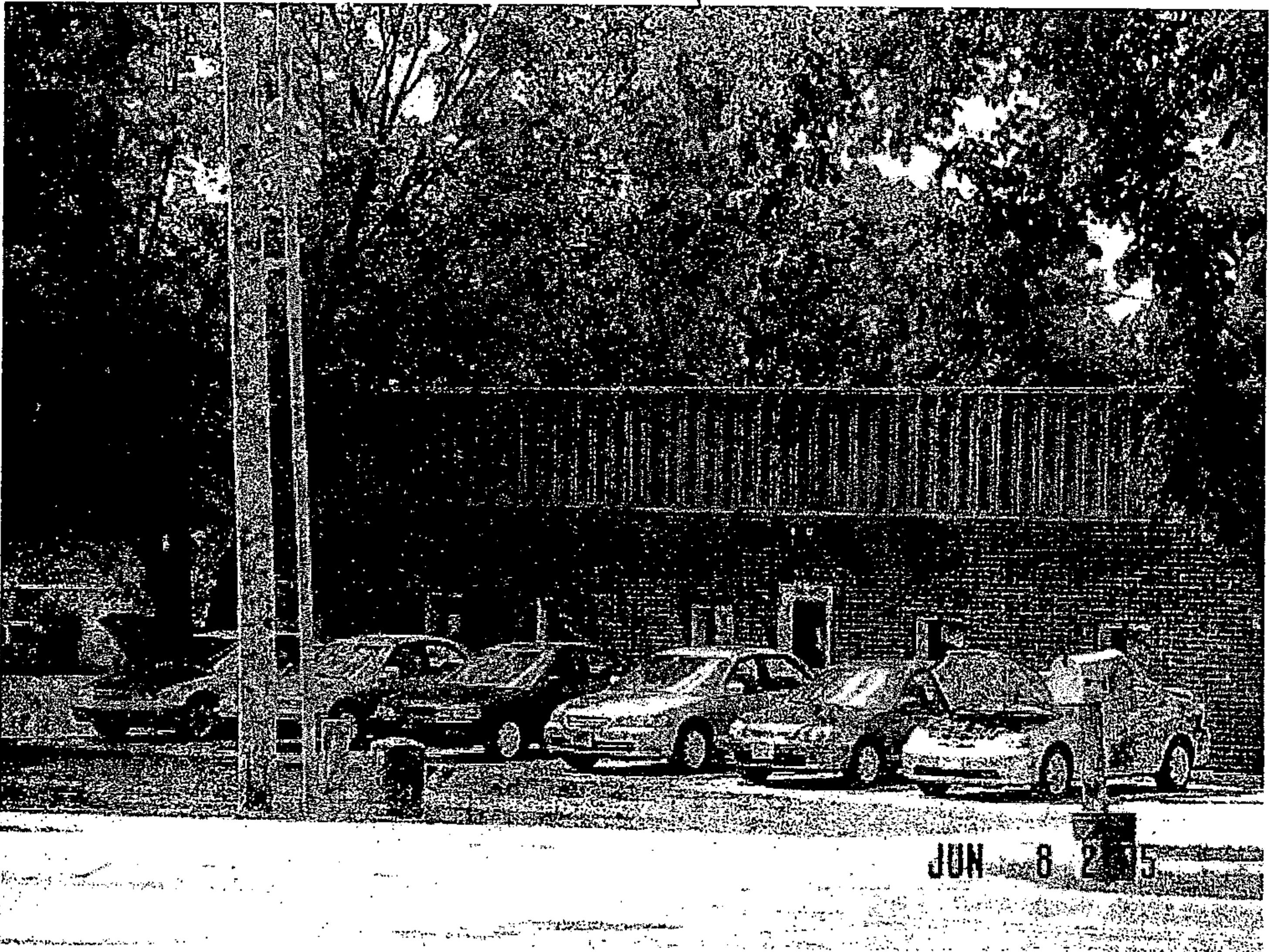
This map has been developed from the best available sources. No guarantee of accuracy is granted, nor is any responsibility for reliance thereon assumed. In no event shall said Washington County be liable for direct, indirect, incidental, consequential or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising out of use of or reliance on the map.

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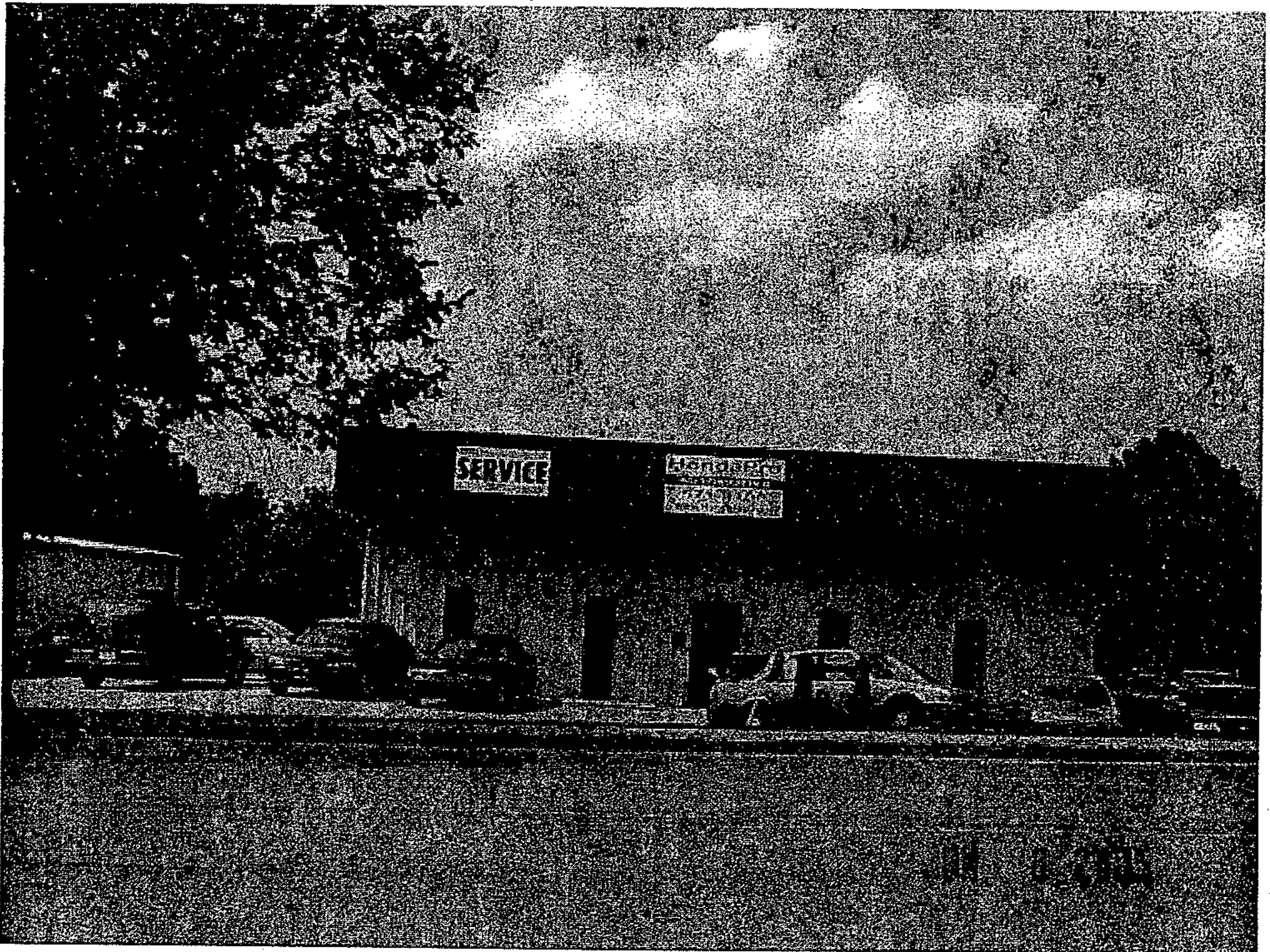
0 45 90 180 Feet



View of lot 15 from Poplar St.



View of lot 16 from Poplar St.



View of north side of property.
(Cars used for Salvage)



Residential property north of Lot 16.



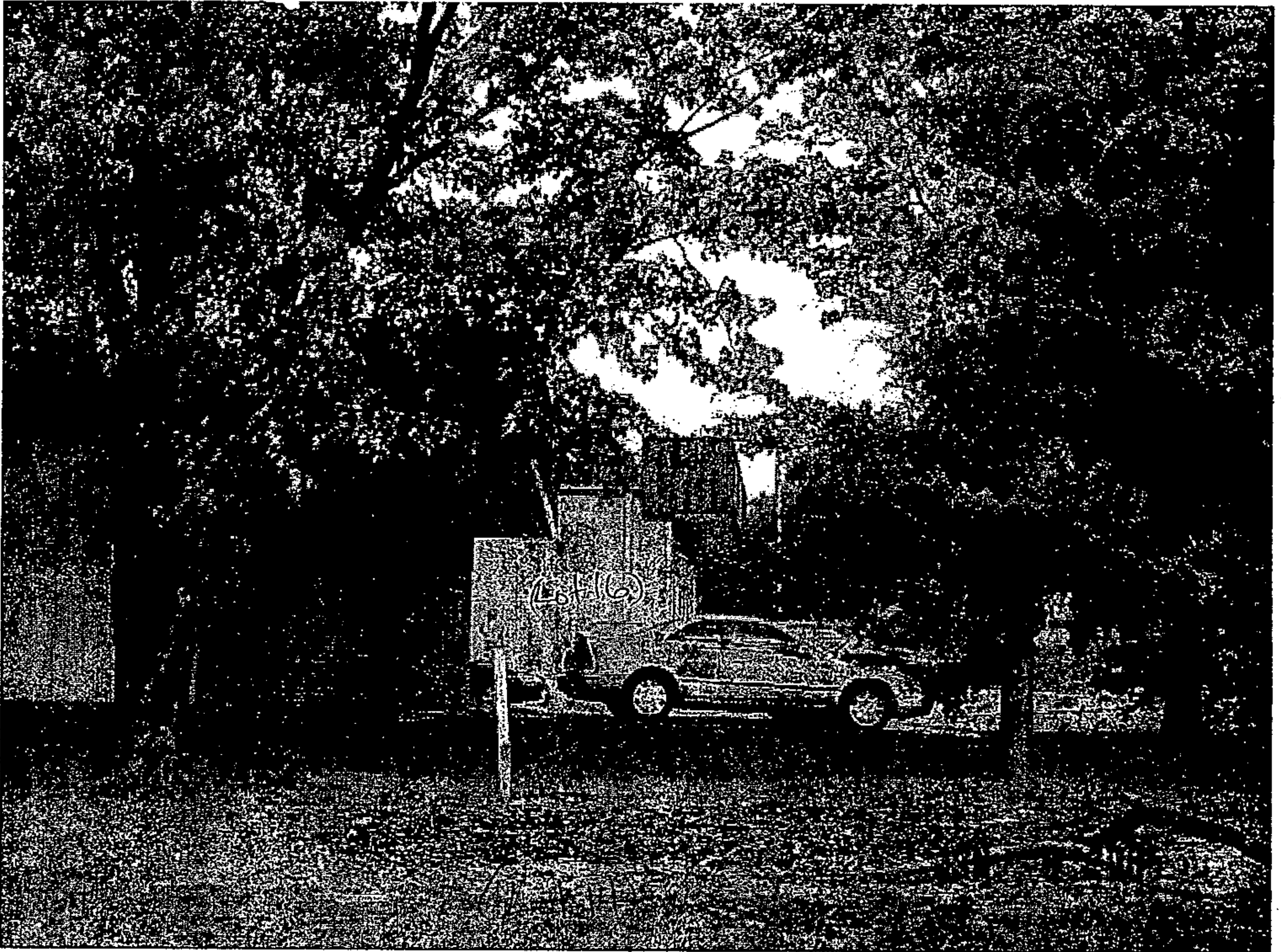
C-2 property to the north. (Rezoned C-2 in 1990)



View of properties north of lots 14-16.



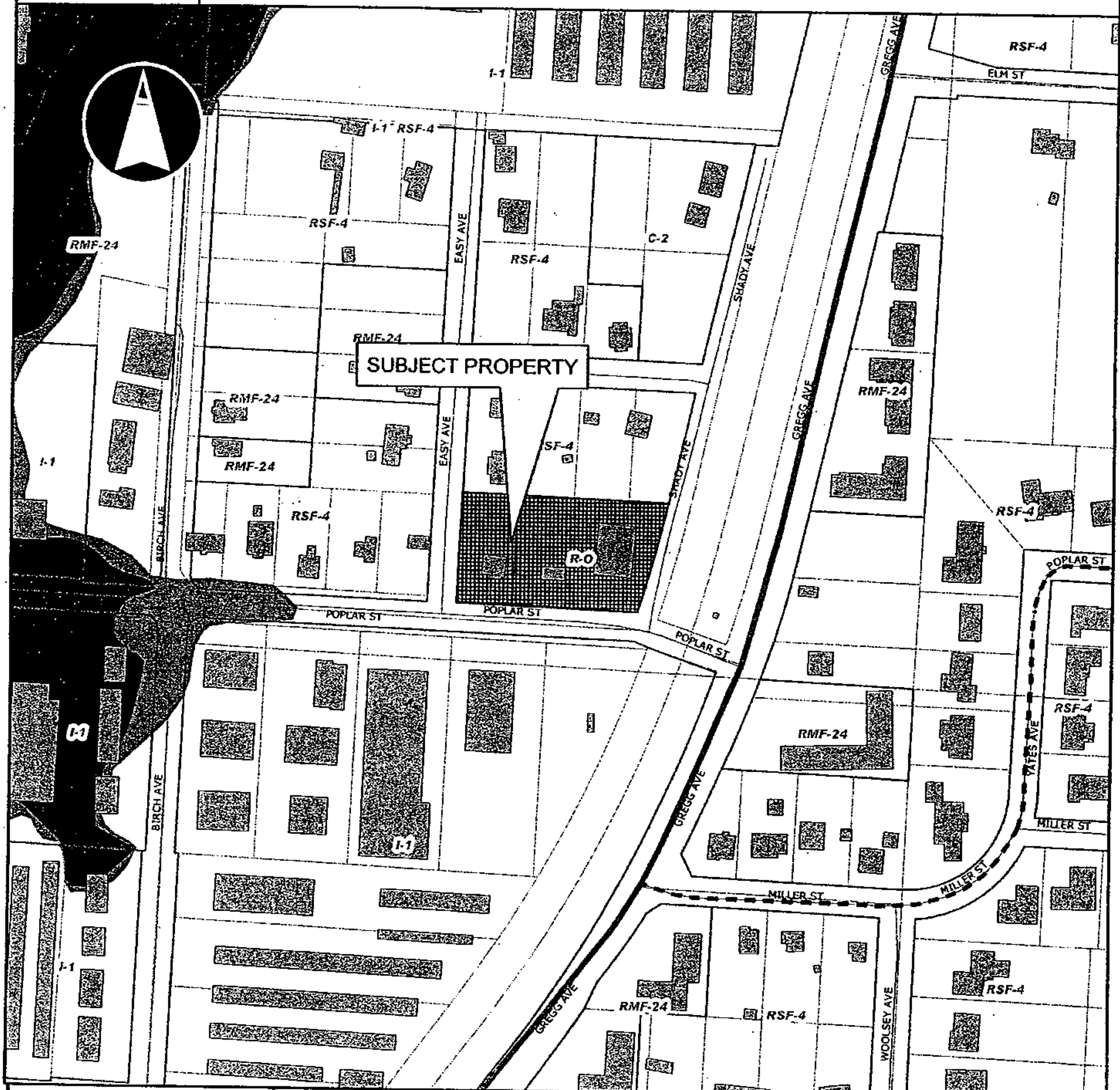
View of lots 14-16 from Easy St.



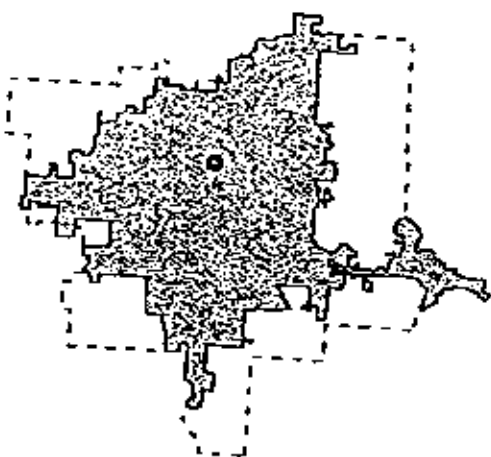
RZN05-1524

Close Up View

HONDA PRO



Overview



Legend

RZN05-1524

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

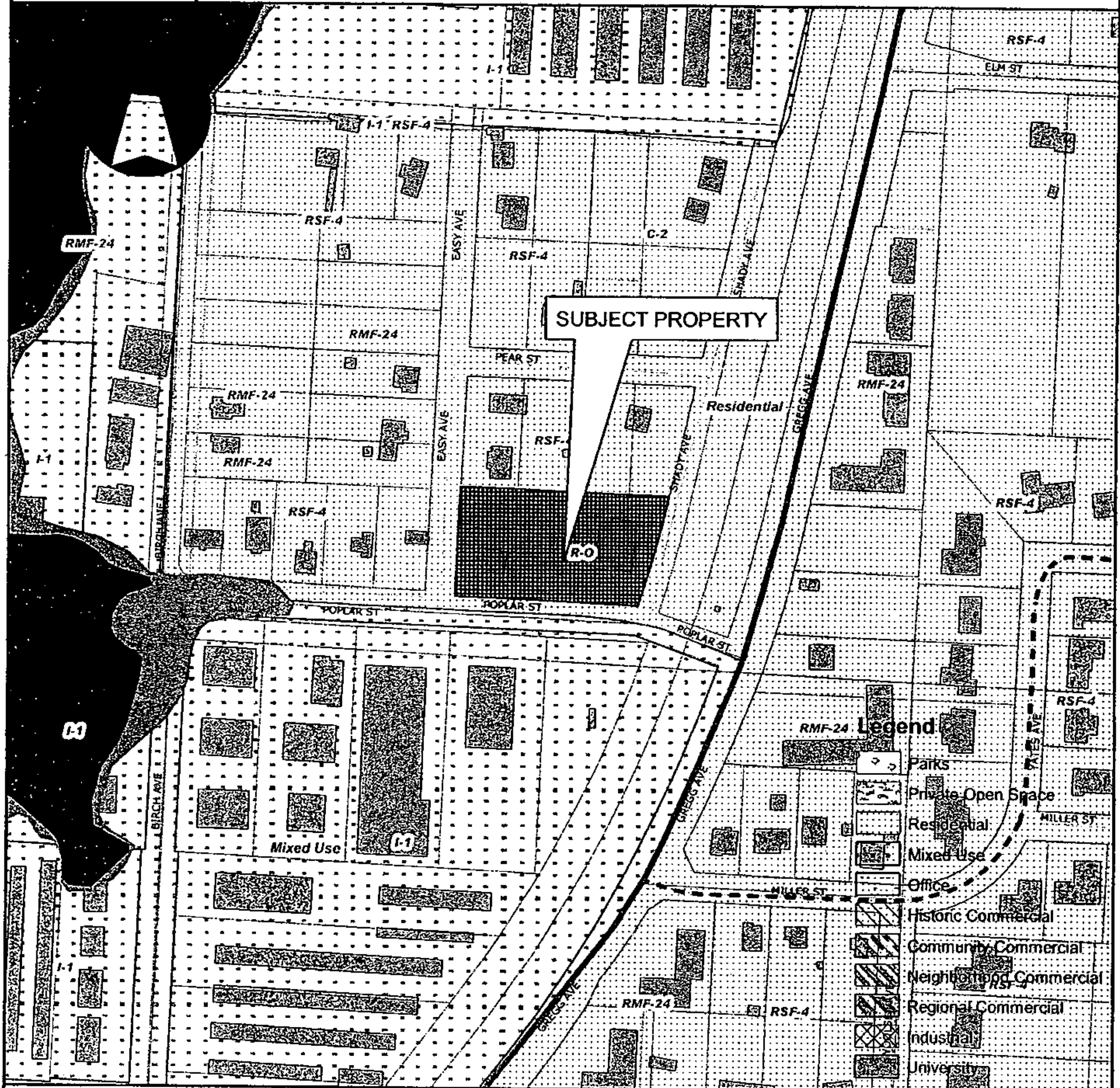
Outside City

0 50 100 200 300 400
Feet

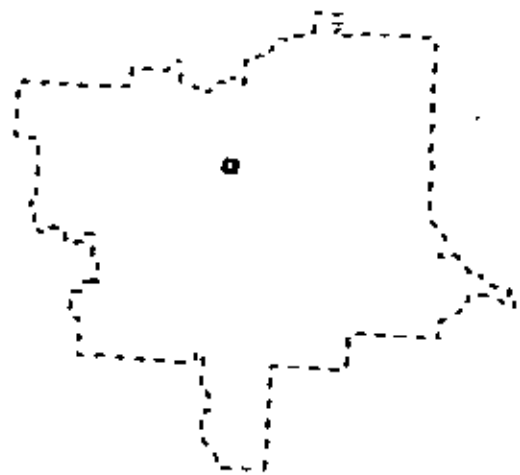
RZN05-1524

Future Land Use

HONDA PRO



Overview



Legend

Subject Property

RZN05-1524

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

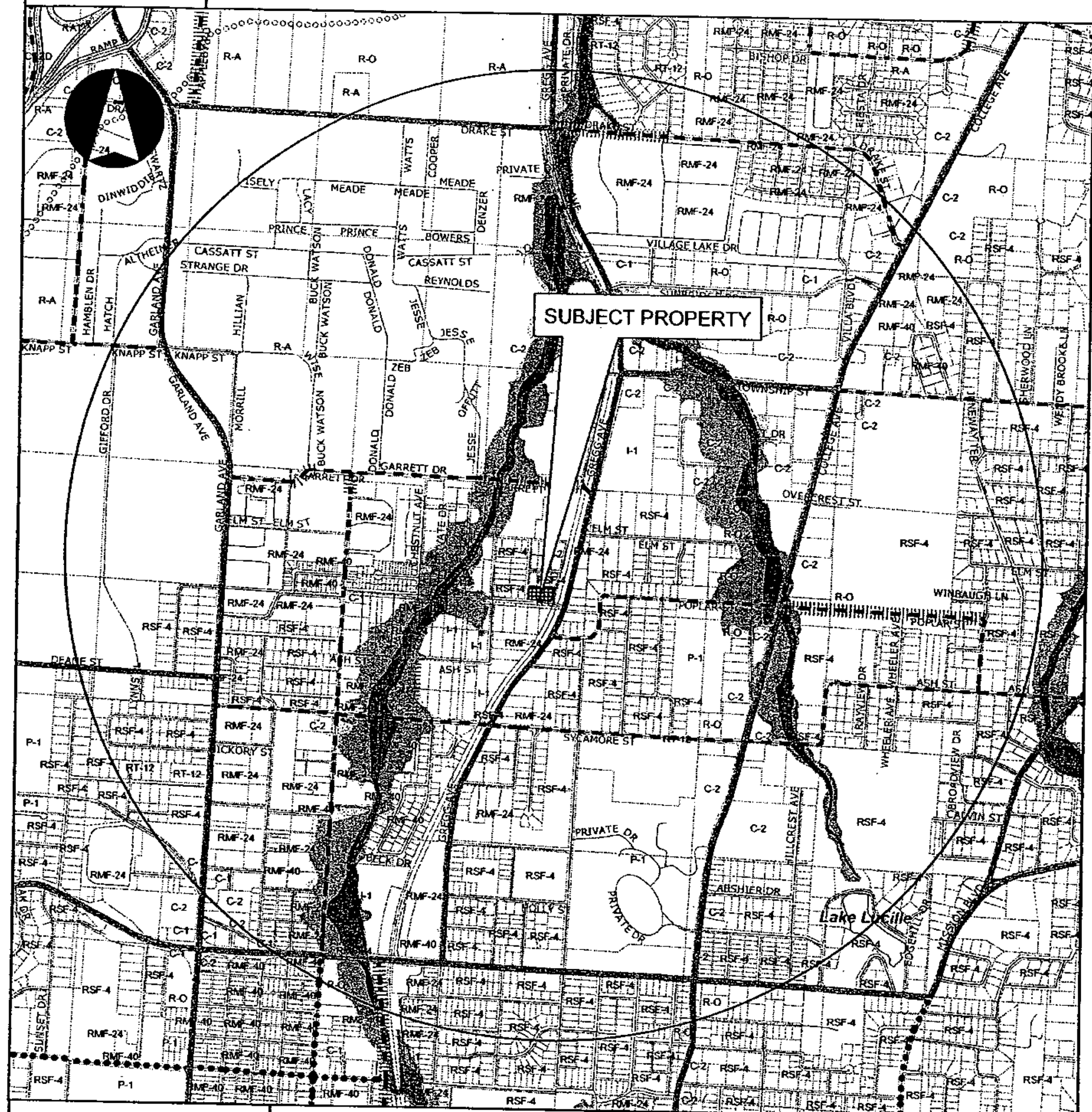
Historic Collector

0 50 100 200 300 400
Feet

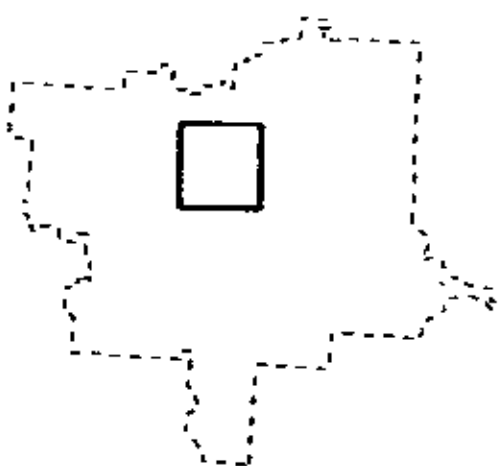
RZN05-1524

One Mile View

HONDA PRO



Overview



Legend

Subject Property

RZN05-1524

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.1250.25

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: July 06, 2005

Subject: Planning Commission Appeal for Rapido Rabbit Carwash (ADM 05-1582)

RECOMMENDATION

The Planning Commission voted on June 27 to deny an Administrative Item for Rapido Rabbit Carwash, located south of Wedington Drive and west of Shiloh Drive. Staff recommended denial of the request.

BACKGROUND

Property description: The subject property is located south of Wedington Drive and west of Shiloh Drive. The Large Scale Development for Rapido Rabbit Carwash was approved by the Subdivision Committee on October 15, 2004. The fourth condition of approval as accepted by the applicants state that "The proposed monument sign and/or wall signage shall comply with Design Overlay District specifications for location, size, type, number, ect." Not only was the applicant made aware of the unique sign requirements within the Design Overlay District at the time of Large Scale Development approval, but also at the time the applicant requested building permit approvals.

The applicant has received all required building permits and is in the process of construction. In May 2005, the applicant made inquires regarding the sign ordinance to determine the number and type of signs that would be allowed at the new Rapido Rabbit Carwash location. Staff informed the applicant of the ordinance requirements on sign content in the Design Overlay District. The Unified Development Code states, "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 sign."

Request: The applicant requests that content other than the name of the business, Rapido Rabbit Carwash, be permitted on the proposed monument sign. The applicant proposes a monument sign with the business name, logo (a rabbit), and price and type of services provided on the site (\$3 car wash; 3 minutes free vacuums). Staff finds that the name (Rapido Rabbit Carwash) and logo (rabbit) meet the requirements of the Design Overlay District. The inclusion of the price and services provided on the site is information other than the name of the business and consequently does not meet the Design Overlay District requirements.

DISCUSSION

This item was heard at the regular Planning Commission on June 27, 2005. The Administrative Item was denied 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.

June 30, 2005

Dear Sir,

This letter is in regards to item # 4, ADM 05-1582, which was presented to the City of Fayetteville Planning Commission on Monday, June 27, 2005. The request was to allow content other than the name of the business (Rapido Rabbit Carwash) on the proposed monument sign on the property located at 3107 Weddington Dr, Fayetteville, Ar. The property is zoned C-2, thoroughfare commercial, is within the Design Overlay District, and contains approximately 1.30 acres. The item was denied on stated date of meeting. It is our (ACS) desire to request an appeal to the City Council to be heard at the July 19, 2005 meeting.

Thank you in advance for your consideration and response.

Peg Swink
Project Coordinator
ACS
8405 So Zero Ste A
Fort Smith, Ar 72903
Phone 479-452-6859
Fax 479-452-6255
Cell 479-739-4066

RECEIVED

JUN 30 2005

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**



PC Meeting of June 27, 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: Jesse Fulcher, Associate Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: June 20, 2005

ADM 05-1582:Administrative Item (Rapido Rabbit Carwash, 440) The property is located at 3107 Wedington Dr. and is zoned C-2, Thoroughfare Commercial. The property is within the Design Overlay District and contains approximately 1.30 acres. The request is to allow content other than the name of the business on the proposed monument sign.

Planner: JESSE FULCHER

RECOMMENDATION

Planning Staff recommends denial of **ADM 05-1582**. A sign with content other than the name of the business is not in character with existing signage within the Design Overlay District, nor is it consistent with the approved signage of surrounding businesses. Advertizing with wall/monument signage is currently forbidden by ordinance in the Design Overlay District.

BACKGROUND

The subject property is located south of Wedington Drive and west of Shiloh Drive. The Large Scale Development for Rapido Rabbit Carwash was approved by the Subdivision Committee on October 15, 2004. The fourth condition of approval as accepted by the applicants state that "The proposed monument sign and/or wall signage shall comply with Design Overlay District specifications for location, size, type, number, ect." Not only was the applicant made aware of the unique sign requirements within the Design Overlay District at the time of Large Scale Development approval, but also at the time the applicant requested building permit approvals.

The applicant has received all required building permits and is in the process of construction. In May 2005, the applicant made inquires regarding the sign ordinance to determine the number and type of signs that would be allowed at the new Rapido Rabbit Carwash location. Staff informed the applicant of the ordinance requirements on sign content in the Design Overlay District. The Unified Development Code states, "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 sign."

REQUEST

The applicant requests that content other than the name of the business, Rapido Rabbit Carwash, be permitted on the proposed monument sign. The applicant proposes a monument sign with the business name, logo (a rabbit), and price and type of services provided on the site (\$3 car wash; 3 minutes free vacuums).

DISCUSSION

Chapter 161.24 of the Unified Development Code states that the 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 sign. The inclusion of the price and type of services rendered by this business is information other than the name of the business. A sign stating the name of the business will sufficiently inform potential customers of the services rendered at this site and the price of the service can be conveyed in an appropriate location on the property, which will be visible only to those who have chosen to use this facility, rather than visible to the general public.

FINDINGS

UDC - Chapter 156.02 Zoning Regulations

(A) *General regulations.* A variance shall not be granted unless and until an application demonstrates:

(1) *Special conditions.* That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or building in the same district.

Finding: No special conditions exist which are peculiar to the land, structure, or building, which are not applicable to other properties in the same district. All properties in the Design Overlay District must adhere to the same regulations as stated in Chapter 161.24.

(2) *Deprivation of rights.* That literal interpretation of the provisions of the zoning regulations would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of the zoning regulations.

Finding: The literal interpretation of the provisions of the zoning regulations would not deprive the applicant of rights commonly enjoyed by other properties in the same district. All signs in the Design Overlay District are limited to the name of the business only.

- (3) *Resulting actions.* That the special conditions and circumstances do not result from the actions of the applicant.

Finding: The request for a variance from the requirement of the Design Overlay District is an action of the applicant's proposal to have information other than the name of the business on the monument sign.

- (4) *No special privileges.* That granting the variance requested will not confer on the applicant any special privilege that is denied by Zoning, Chapters 160 through 165, to other lands, structures, or building in the same district.

Finding: The granting of the variance would confer a special privilege to the applicant that is denied to other properties in the same district.

- (5) *Nonconforming uses.* No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

Finding: N/A

- (B) *Consideration by the Planning Commission.* Applications for variances of zoning and development shall be considered by the Planning Commission.

- (1) *Design Overlay District.*

- (a) *Special conditions.* The purpose of this section is to authorize in specific cases such variances from the regulations of the Design Overlay District as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the Design Overlay District regulations would result in unnecessary hardship.

Finding: The literal enforcement of the Design Overlay District regulations would not result in an unnecessary hardship. All other businesses in the DOD have had the same requirements to comply with in regards to content of signs.

- (b) *Variance requested.* A variance from the terms of the Design Overlay District regulations shall not be granted by the Planning Commission unless and until the applicant provides from what section a variance is requested. This shall be submitted along with the large scale development plan.

Finding: The applicant requests a variance of §161.24 (D) (2) (e).

- (c) *Findings.* The Planning Commission shall make the following findings:
- (i) *Requirements met.* That the requirements of §156.02.(A) have been met by the applicant for a variance.

Finding: These findings have been made in the staff report under Section A.

- (ii) *Minimum variance.* That the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Finding: N/A

- (iii) *Harmony with general purpose.* That the granting of the variance will be in harmony with the general purpose and intent of the Design Overlay District, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

Finding: Staff finds that to allow the requested sign will not be harmonious with the purpose and intent of the Design Overlay District, which is "to preserve and enhance the economic value and viability of property within and near the Overlay District for the I-540 Highway Corridor." Other businesses in the area have complied with the sign ordinance as adopted, with few exceptions.

- (d) *Conditions and safeguards.* In granting any variance, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with this section.

Finding: N/A

156.02 Zoning Regulations

Certain variances of the zoning regulations may be applied for as follows:

- (B) *Consideration by the Planning Commission.* Applications for variances of zoning and development shall be considered by the Planning Commission.

(1) *Design Overlay District.*

- (a) *Special conditions.* The purpose of this section is to authorize in specific cases such variances from the regulations of the Design Overlay District as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the Design Overlay District regulations would result in unnecessary hardship.
- (b) *Variance requested.* A variance from the terms of the Design Overlay District regulations shall not be granted by the Planning Commission unless and until the applicant provides from what section a variance is requested. This shall be submitted along with the large scale development plan.
- (c) *Findings.* The Planning Commission shall make the following findings:
- (i) *Requirements met.* That the requirements of §156.02.(A) have been met by the applicant for a variance.
- (ii) *Minimum variance.* That the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- (iii) *Harmony with general purpose.* That the granting of the variance will be in harmony with the general purpose and intent of the Design Overlay District, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.
- (d) *Conditions and safeguards.* In granting any variance, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with this section.

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.
- (B) *Overlay District boundaries.* The Overlay District encompasses all lands lying within 660 feet of each side of the right-of-way of I-540 from the intersection of I-540 and State Highway 471 (a/k/a 71B) north to the city limits of Fayetteville, (a/k/a the 71 Bypass and/or John Paul Hammerschmidt Expressway), and also that portion known as State Highway 471S described more fully as that portion of State Highway 471 which connects I-540 to State Highway 471 (a/k/a North College) and all future extensions of I-540 within the City of Fayetteville. Said boundaries are set out on the official plat pages along with a legal description of such boundaries located in the

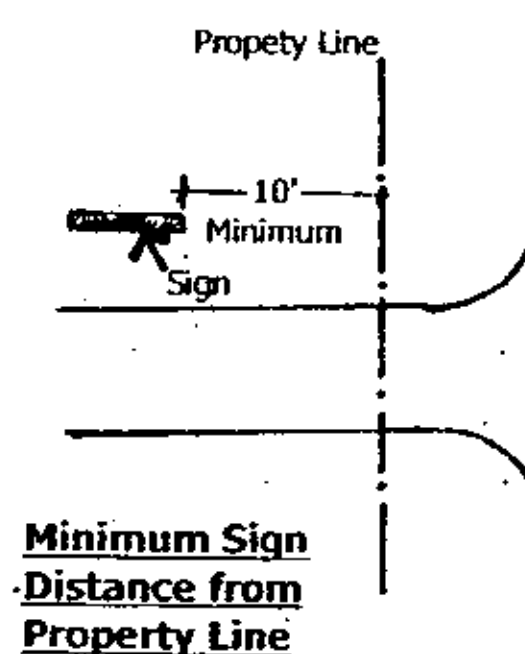
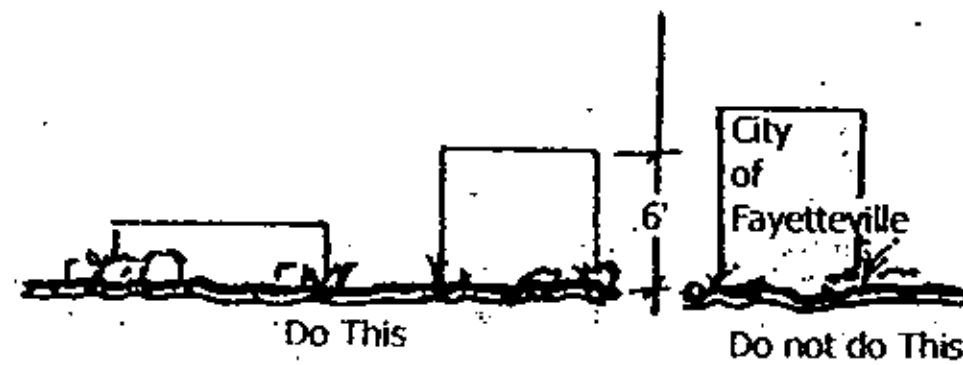
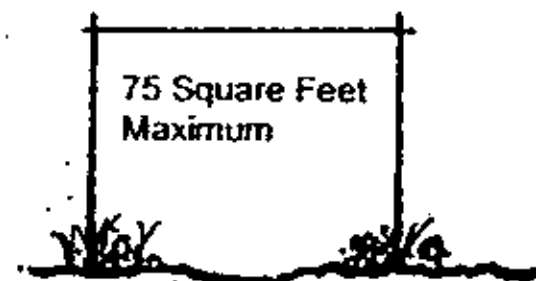
Planning Division.

- (C) *Application of Overlay District: Regulations and standards.* The regulations and standards contained herein shall apply to all nonresidential properties, (including, but not limited to new development), located within the Overlay District boundaries. Such regulations and standards shall be in addition to and shall overlay all other ordinance regulations and standards, including, but not limited to nonresidential zoning district and signage regulations and standards. Should the regulations and standards of the underlying and Overlay District conflict, the Overlay District regulations and standards shall control.

(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.



350 Pinhook Road
Savannah, TN 38372
Phone: 800-953-3744
Fax: 731 926-2022

Chris Pierce, Owner
Tracy Gamez, Project Manager

City of Fayetteville, AR
Administrative Item
Design Overlay District Sign Variance
125 W. Mountain St
Fayetteville, AR 72701

May 31st, 2005

Chair of the Planning Commission:

I am respectfully requesting consideration in regards to the \$3 being installed on the monument sign as it is part of the logo and signature of "Rapido Rabbit."

The size, height and illumination of the sign would be within the ordinance of the city of Fayetteville. The height of the sign would be 5' x 12' on a 1' base.

As requested in the application for the Design Overlay District Sign Variance, please find the response for the checklist.

- a. We have installed similar signage in other locations that allow us to have the signature of \$3. Please realize that this part of the signage is not easily removed and is not considered advertising, but part of the logo.
- b. The literal interpretation does affect the signage for Rapido Rabbit as special provisions would have to be made in order to take out part of the logo.
- c. The special conditions are a result from the ordinance and not how signage is displayed in cities other than Fayetteville, AR.
- d. This will not allow special privilege to Rapido Rabbit, but only allow Rapido Rabbit to utilize the signage already established for them.
- e. This is a minimum variance request to utilize signage currently in place and will allow Rapido Rabbit to use their current logo.
- f. This request will not be injurious to the neighborhood or detrimental to the public welfare.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Gamez".

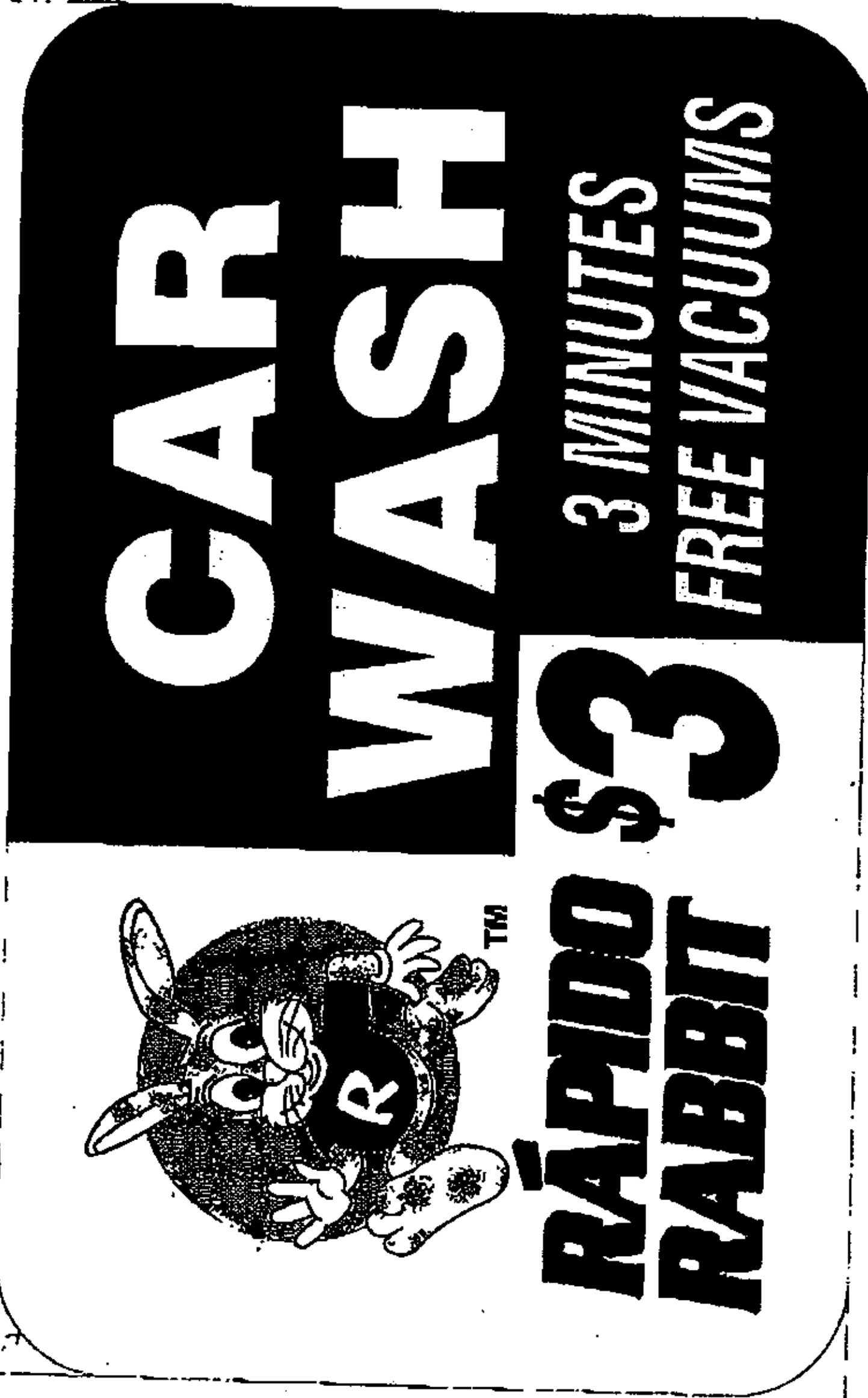
Tracy Gamez
Project Manager

Requested Monument Sign

8" RADIUS

96 in

60 in



STANDARD 2 1/2' FLANGE PAN FORMED AND EMBOSSED
RABBIT COLORS PMS 142 YELLOW, RED PMS 032, GREY PMS 643, PINK PMS 691
CAR WASH LETTERS TO BE PMS 021 YELLOW WITH PMS 032 RED BACKGROUND
3 MINUTES FREE VACUUMS TO BE PMS 021 YELLOW AND PMS REFLEX BLUE
8" radius corners

8" RADIUS

60 in

144 in

Alternative Monument Sign
(without advertisement)



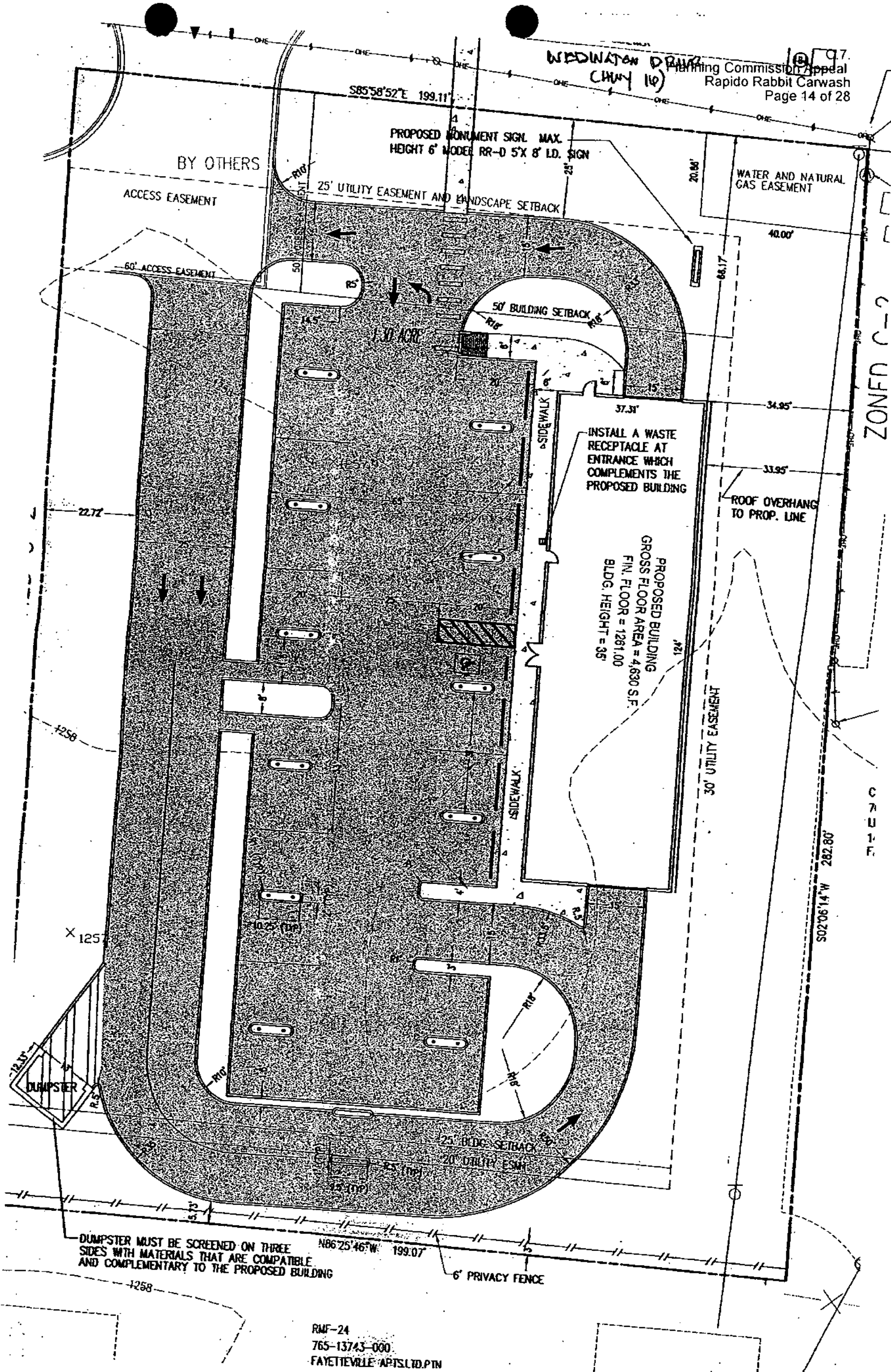
CAR
WASH

STANDARD 2 1/2' FLANGE PAN FORMED AND EMBOSSED
RABBIT COLORS PMS 142 YELLOW, RED PMS 032, GREY PMS 643, PINK PMS 691
CAR WASH LETTERS TO BE PMS 021 YELLOW WITH PMS 032 RED BACKGROUND
8" radius corners

↑
North

WEDDINGTON DRIVE
(HWY 10)

Planning Commission Appeal
Rapido Rabbit Carwash
Page 14 of 28





SC Meeting of October 15, 2004

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Subdivision Committee Members
FROM: Leif Olson, Associate Planner
Brent O'Neil, Staff Engineer
THRU: Dawn Warrick, A.I.C.P., Zoning & Development Administrator
DATE: October 14, 2004

LSD 04-1245: Large Scale Development (RAPPIDO RABBIT CAR WASH, 440):
Submitted by MARK RICKETT for property located south of Wedington Dr. and west of I-540. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 1.3 acres. The request is to approve a 4,630 s.f. commercial development with 22 vacuum spaces proposed on the subject property.

Property Owner: COULSON OIL CO. INC.

Planner: LEIF OLSON

Findings:

Background: In June of 2004, the Subdivision Committee approved a lot split for this property. As a condition of approval the property was required to have a shared access for both lots created.

Property Description: The 1.3-acre site is located south of Wedington Dr. and west of I-540. It is zoned C-2, and it is currently vacant.

Surrounding Land Use / Zoning:

Direction	Land Use	Zoning
North	Bank of Fayetteville, Gas station	C-2, Thoroughfare Commercial
South	Apartments	RMF-24, Res. Multifamily, 24 DU/acre
East	Liquor Store	C-2, Thoroughfare Commercial
West	Automobile Wash	C-2, Thoroughfare Commercial

Proposal: The applicant is requesting approval to construct a 4,630 SF car wash.

Right-of-way being dedicated: 55 feet from centerline right-of-way along Wedington Dr.

Street Improvements: No street improvements are required for this development.

Adjacent Master Street Plan Streets: Wedington, Principal Arterial.

Tree Preservation: Waived. There are no trees located on this site.

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Public Comment: Staff is working with the adjoining property owners on a large scale development.

Recommendation: Staff recommends approval of LSD 04-1245 at the Subdivision Committee level with the following conditions:

Conditions of Approval:

1. Planning Commission determination of street improvements: *Interior sidewalk shall also be constructed from the existing sidewalk along Wedington Dr. to the proposed structure, per chapter 161.24.*
2. Planning Commission determination and approval of Commercial Design Standards: *Staff finds the elevations as presented indicates that the proposed structure generally meets the requirements as set forth in the Design Overlay District.*

166.14 Commercial Design And Development Standards

(D) *Design elements guidelines for commercial structures.*

(1) The elements to avoid or minimize include:

- (a) Unpainted concrete precision block walls;
- (b) Square "boxlike" structures;
- (c) Metal siding which dominates the main facade;
- (d) Large blank, unarticulated wall surfaces;
- (e) Large out of scale signs with flashy colors.

(2) *Construction and appearance design standards for commercial structures.*

(a) A commercial structure or development shall be designed to avoid or minimize the elements set forth in (1)(a) – (d) above.

(b) A commercial development which contains more than one building should incorporate a recurring, unifying, and identifiable theme for the entire development site.

(c) A development should provide compatibility and transition between adjoining developments.

161.24 Design Overlay District:

(5) *Exterior appearance.* All structures shall be architecturally designed to have front facades facing all street and highway right-of-way. An elevation drawing shall be submitted for each side of the building that faces a street or highway.

(6) *Building material.* Buildings shall be constructed of wood, masonry, or natural looking materials. No structures shall be allowed that have metal side walls UNLESS such metal siding is similar in appearance to wood, masonry, or natural looking material.

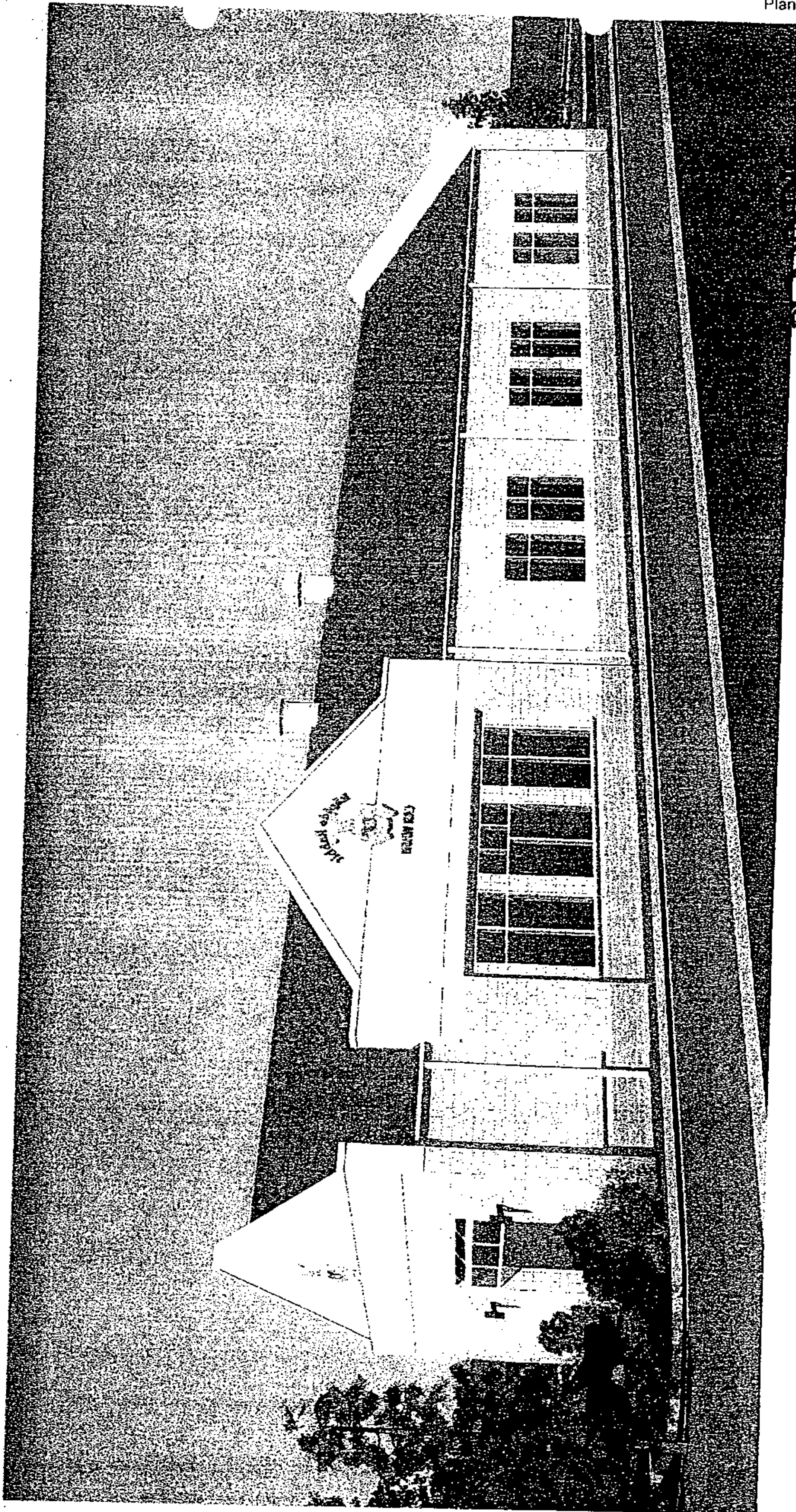
3. All landscaping on the subject property, shall be maintained pursuant to city code.
4. The proposed monument sign and/or wall signage shall comply with Design Overlay District specifications for location, size, type, number, etc.
5. All mechanical and utility equipment, wall- or roof-mounted, shall be screened from view with materials that are architecturally compatible with and incorporated into the associated structure. Freestanding utilities shall be screened from view with architecturally compatible materials or vegetation.

Standard Conditions of approval:

6. 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)
7. 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.
8. Large scale development shall be valid for one calendar year, pursuant to Ch. 166.20.
9. Trash enclosures shall be screened with access not visible from the street.
10. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. Separate easement plat for this project that shall include the tree preservation area.
 - c. Project Disk with all final revisions
 - d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by §158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy
11. Additional conditions:

Subdivision Committee Action: ☐ Approval ☐ Forwarded to P.C.

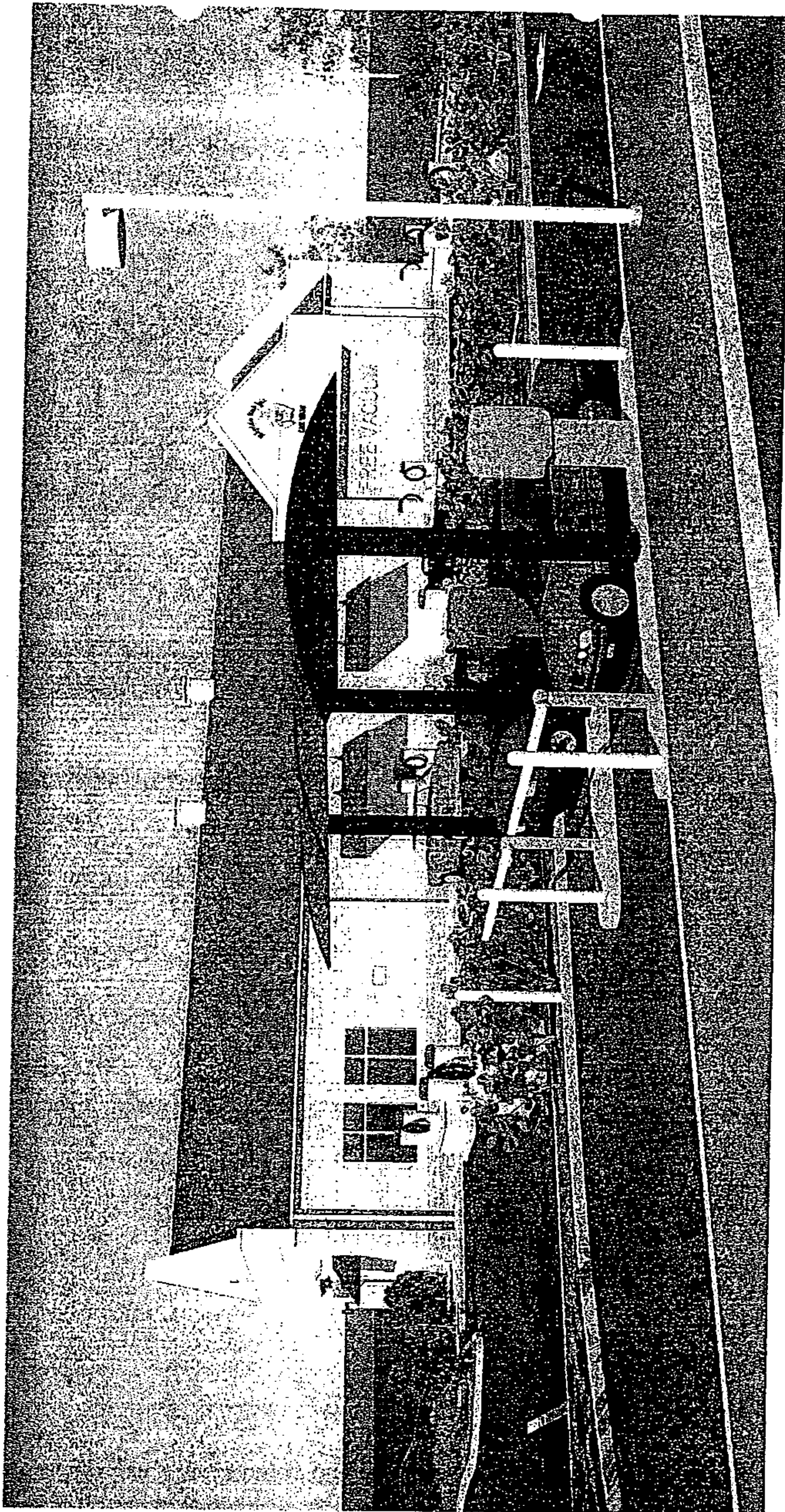
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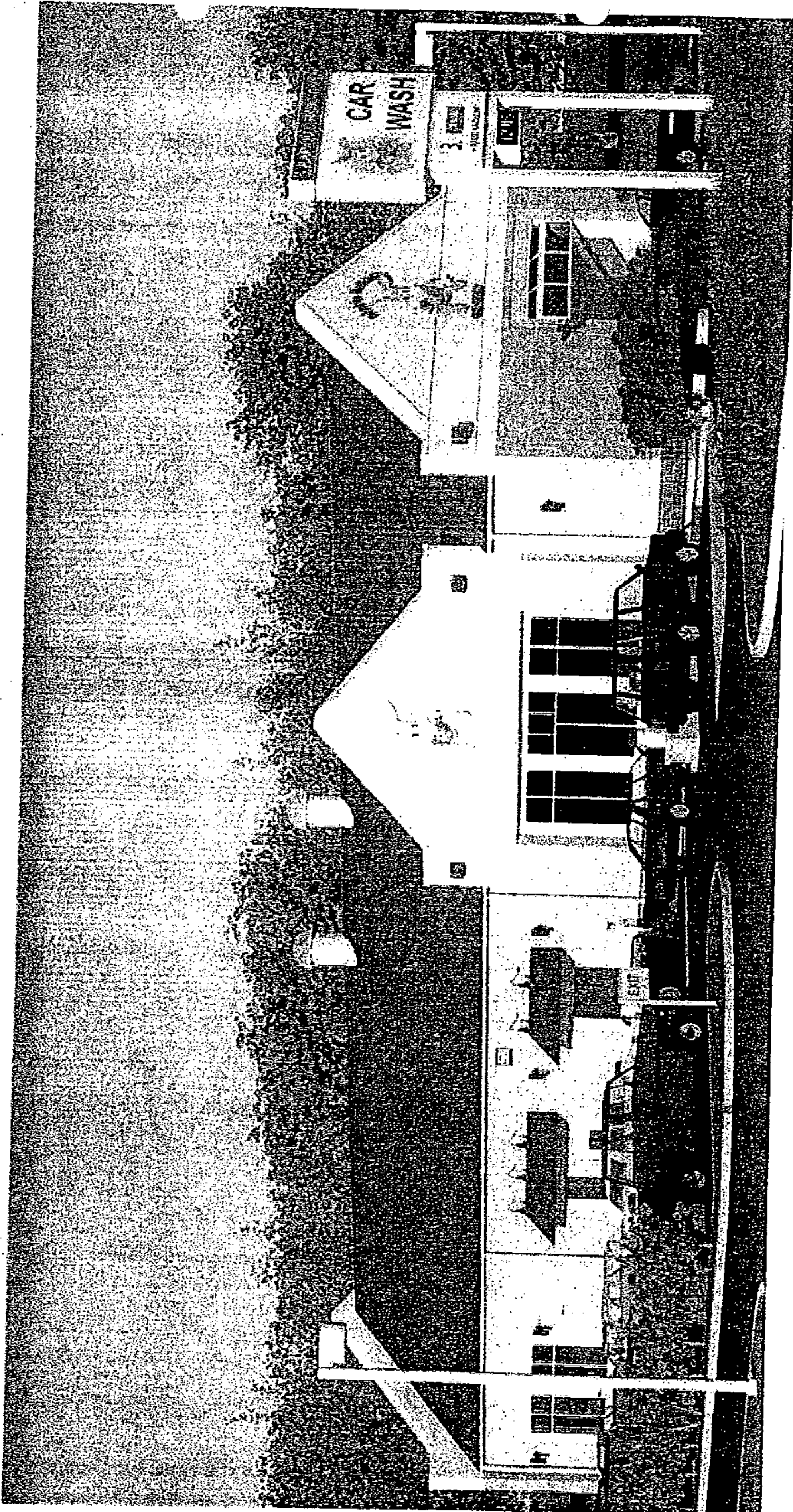


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COMMISSION
APPROVED

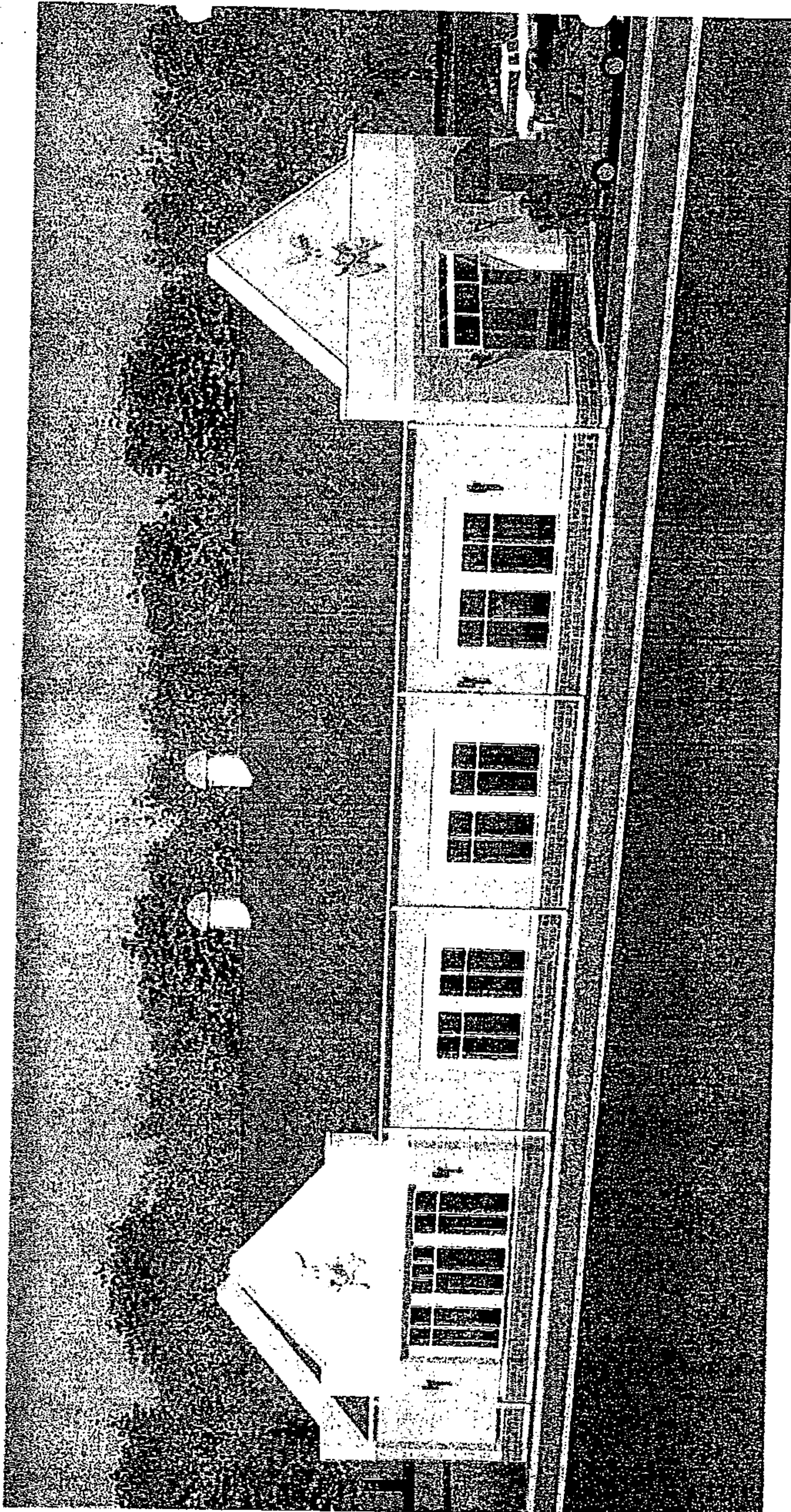
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(Date)

File Copy
Elevations
LSD Rapido Rabbit





East/North

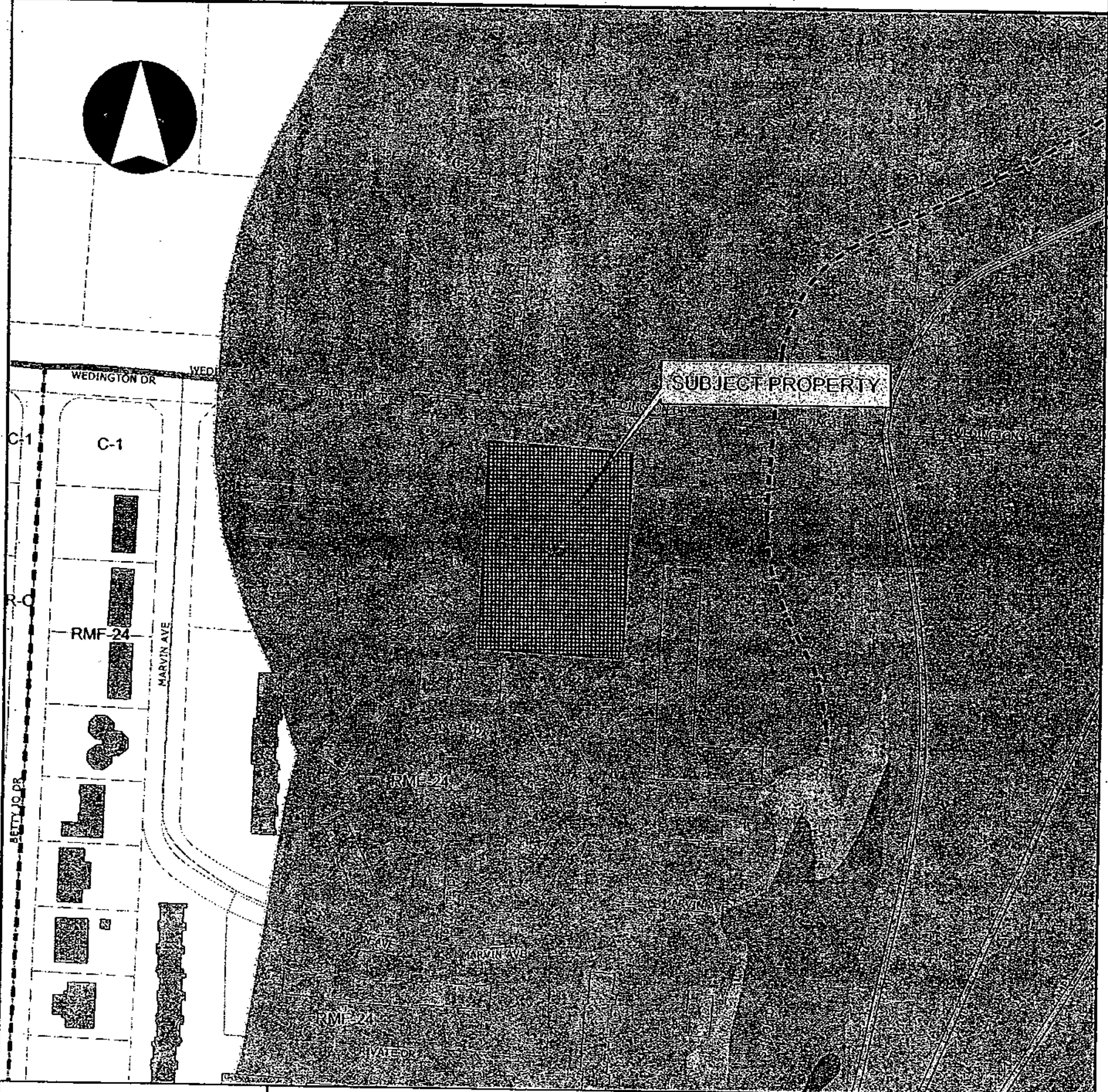


West / South

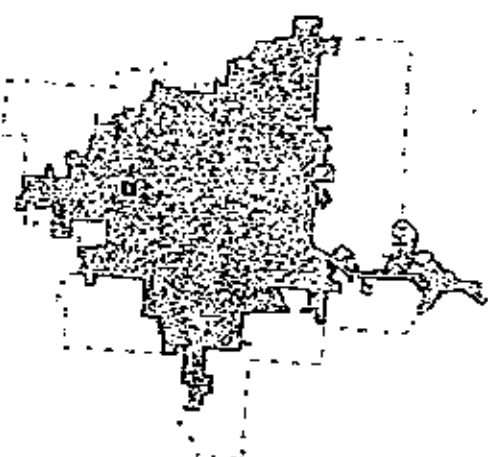
LSD04-1245

Close Up View

RAPIDO RABBIT CARWASH

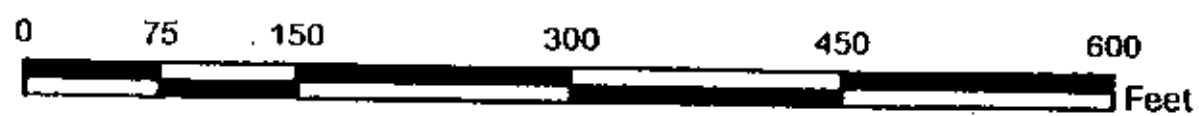


Overview



Legend

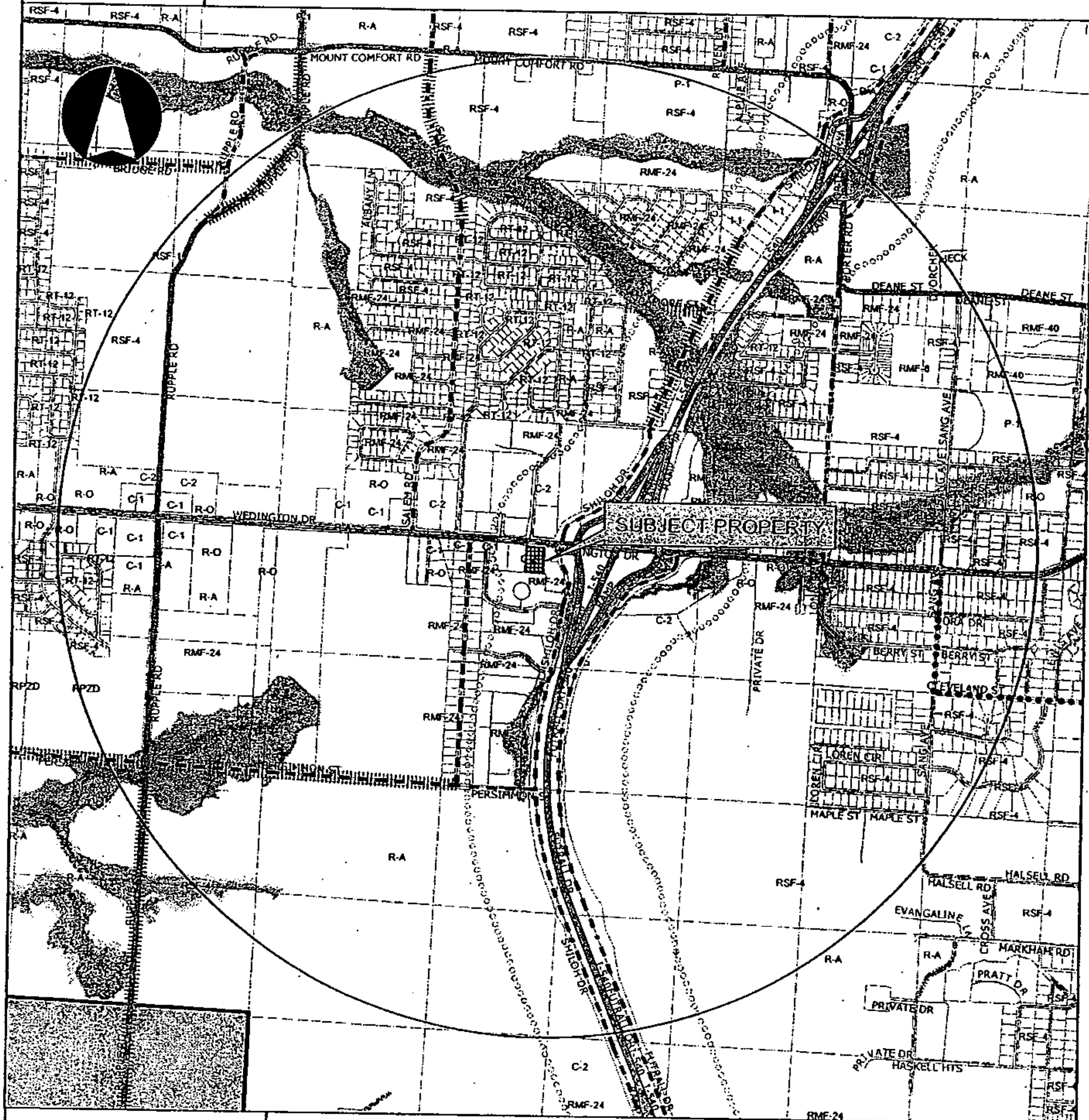
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|----------------------------|----------------------------|--------------------|
| ○ ○ ○ ○ ○ Overlay District | ▬▬▬▬ Principal Arterial | — FLOODWAY |
| Master Street Plan | ▬▬▬▬ Minor Arterial | — 100 YEAR |
| Master Street Plan | ▬▬▬▬ Collector | — 500 YEAR |
| ▬▬▬▬ Freeway/Expressway | ● ● ● ● Historic Collector | — LIMIT OF STUDY |
| | | — BaseLine Profile |
| | | ▬▬▬▬ LSD04-1245 |
| | | ▬▬▬▬ Fayetteville |
| | | ▬▬▬▬ Outside City |



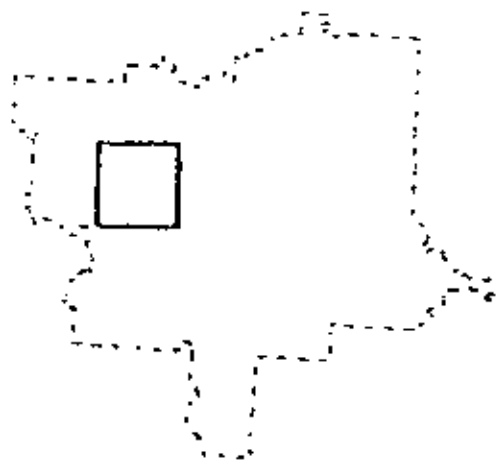
LSD04-1245

One Mile View

RAPIDO RABBIT CARWASH



Overview



Legend

Subject Property

LSD04-1245

Boundary

Planning Area

Overlay District

Outside City

Streets

Streets

Existing

Planned

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

Subdivision Committee

October 15, 2004

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LSD 04-1245: Large Scale Development (RAPIDO RABBIT CARWASH, 440): Submitted by MARK RICKETT for property located at WEDINGTON DRIVE, E OF THE PROPOSED IHOP RESTAURANT. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 2.68 acres. The request is to approve the development of a 4,630 sq.ft. automatic carwash with 22 parking spaces proposed.

Anthes: The fifth item we'll hear today is Large Scale Development #04-1245 for Rapido Rabbit Carwash. Would the applicant come forward? It's missing-applicant day.

Olson: Yes. This Large Scale Development was submitted by Mark Rickett for property located south of Wedington Dr. and west of I-540. This property is zoned C-2 Thoroughfare Commercial and contains approximately 1.3 acres. The request is for the development of a 4,630 SF car was facility with 22 parking/vacuum spaces. Background-in June of 2004, the Subdivision Committee approved the Lot Split of this property. It is a 1.3 acre site. Right-of-way being dedicated: the development of this will require a dedication of 55 feet of right-of-way from the center line on Wedington Dr. The adjacent Master Street Plan street is Wedington, which is classified as a principle arterial. Staff does recommend approval of this Large Scale Development with ten conditions of approval.

Anthes: Thank you, Leif. Are there other staff comments?

O'Neil: Yes ma'am. We have a verbal agreement between the applicant and the adjacent property owner, which is IHOP. The applicant and the representatives of the adjoining IHOP have come to a verbal agreement on the shared improvements, being the drive, the water, and a shared detention pond. A signed agreement between both parties shall be provided prior to permitting of either project. The agreement should detail which developer is responsible for each of the improvements that are being shared by the projects in the event that one of the projects does not proceed, the other developer will be responsible for the construction of all the required improvements.

Anthes: Thank you. I guess I have a question of Leif. How does that enter into our record of this meeting in a binding way?

Clark: Should that be another condition of approval, as stated?

General: Yes.

Clark: Then I will move the inclusion of that as stated. So that would be our 11th condition. Did you follow all of that?

Subdivision Committee

October 15, 2004

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Rickett: Yes, we've met this morning.

Anthes: I'll second. Do you approve the addition of that condition?

Shackelford: Yes.

Anthes: Would any member of the public like to address Large Scale Development 04-1245? Seeing none, I'll close it to public comment. Commissioners?

Clark: Is staff comfortable with the screening for the dumpster facility? Because it seems like it's kind of visible.

Pate: The original dumpster location was actually out front. We had been trying to work with both of our solid waste divisions so that they could access this location, and the applicant so they can actually move back as far to the rear of the property as possible. There is a privacy fence to the south, those apartments there. They are required to screen that from this commercial use, or screen this commercial use to that area. Staff believes that adequate screening is provided with this plan. It will not be up near the front of the right-of-way and visible there.

Anthes: Will there be gates on this enclosure?

Pate: I'm not sure if gates are proposed. It looks like just on three sides with materials compatible with the structure. Access may not be visible from the right-of-way. So if that ends up being the case, then we'd expect to see something to screen that access.

Rickett: I can do that.

Anthes: So to start with the conditions of approval. Planning Commission determination of street improvements. Interior sidewalks will also be constructed from the existing sidewalk along Wedington Drive to the proposed structure. Do you agree with that condition?

Rickett: Yes.

Anthes: The second is commercial design standards. Do you have comments?

Clark: Well, I did notice the roof was red.

Anthes: But it's not in CMN Business Park.

Clark: Boy aren't you lucky. Planning Commission is haunted by red. I am fairly comfortable that it meets the design standards as well.

Subdivision Committee

October 15, 2004

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Anthes: Well, it's definitely a box.

Clark: Yeah, but it's a carwash.

Anthes: I'm not sure that a carwash is much more than a box, I believe that you have articulated the facades with these propped up gables on all sides. And you've broken up the expanse of finishes on the wall. Looks like you've got a base and other material.

Clark: Is this the back? Which view is this?

Rickett: That would be the rear I suppose.

Clark: Because I'm noticing you dropped the awnings on the back side. Is that my imagination or is it true?

Rickett: Yeah, the awnings are on the front. Actually, that would be the eastern side that you were looking at.

Clark: That's the eastern side.

Rickett: The one you were looking at before, that would be the west. I believe that is the way that the building is oriented.

Clark: Is there going to be any type of screening? IHOP is to the east.

Rickett: No, IHOP is to the west.

Clark: Okay. So there's no screening on either side, just the fence on the back, by the apartments?

Pate: Correct, the screening requirement is only to property zoned and utilized as residential.

Clark: Right, okay. It's a box, it's a wet box, but it's got some articulated points on it that I appreciate.

Shackelford: I'm okay with the commercial design standards.

Clark: Yes, I am too.

Anthes: So, we are in the design overlay district. Looks like anything else in terms of the conditions is pretty straight forward. Are there any other questions or comments? I guess I have one and that is there's canopy lighting on the south side of the sight. That's adjacent to what you said is the residential

Subdivision Committee

October 15, 2004

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area? Do we need to add a condition that talks about directed downward and away from those structures?

Pate: That's actually an ordinance requirement within the design overlay district. Regardless of whether it is a condition or not, they have to comply with those requirements.

Anthes: Okay, thank you.

Clark: Okay.

Anthes: I personally would like to see a gate on that dumpster just because it is visible.

Rickett: We can do that.

MOTION:

Clark: Then, Madam Chair, I move that we approve Large Scale Development 04-1245 with all stated conditions of approval including the new one that was entered into the record.

Shackelford: I'll second.

Anthes: I'll concur. Thank you.

Clark: Thank you.

Rickett: Thank you very much.

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 30, 2005

Subject: AMENDMENT TO CHAPTER 161.15 (B.1.) & 161.15 (B.2.)

RECOMMENDATION

Planning Staff recommends approval to amend Section 161.15 (B.1.) & 161.15 (B.2.), District R-O, Residential Office to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use.

BACKGROUND

Manufactured Home Park was not permitted in the Unified Development Code prior to the most previous codified version, and staff can find no reason why it would be appropriate as a use by right in the Residential Office zoning district, based on a comparison with other residential and commercial zoning districts. It is therefore recommended to be reclassified as a conditional use in this zoning district, which is compatible with other zoning districts.

DISCUSSION

This item was heard at the regular Planning Commission on June 27, 2005. The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation of approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 161, "ZONING REGULATIONS", SECTION 161.15 B.1. & SECTION 161.15 B.2., OF THE CODE OF FAYETTEVILLE, TO REMOVE MANUFACTURED HOME PARK AS A PERMITTED USE, BUT TO ALLOW IT AS A CONDITIONAL USE WITHIN THE R-O, RESIDENTIAL OFFICE ZONING DISTRICT.

Section 1. That Chapter 161: Zoning Regulations, Section 161.15, B.1. and 161.15 B.2., of the Code of Fayetteville, ~~is hereby amended by inserting~~ Exhibit "A" *is inserted* attached hereto and made a part hereof. *are repealed, and* *in its stead.*

See Exhibit "A" attached hereto and made a part hereof.

PASSED and APPROVED this _____ day of _____, 2005.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

161.15 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12	Offices, studios and related services
Unit 25	Professional offices

(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 11	Manufactured home park
Unit 13	Eating places
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
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Townhouses & apartments:	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(D) *Density.*

Units per acre	4 to 24
----------------	---------

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back with any boundary line of any RSF or RMF District an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.15 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(EXISTING ORDINANCE)

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 11	Manufactured home park
Unit 12	Offices, studios and related services
Unit 25	Professional offices

(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 13	Eating places
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(3) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

(4) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
-------------------	---------------

Townhouses & apartments:	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(D) *Density.*

Units per acre	4 to 24
----------------	---------

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back with any boundary line of any RSF or RMF District an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

(K) *Unit 11. Manufactured home park. **

- (1) *Description.* Unit 11 consists of a separate use of manufactured home parks in order that they may be located in appropriate residential areas.
- (2) *Included uses.*

Manufactured home park *



PC Meeting of June 27, 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: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: June 22, 2005

ADM 05-1605 (Administrative Item – Use Units) The request is to modify certain chapters of the Unified Development Code through evaluation of several specific uses in order to best locate them in the proper zoning districts. The following amendments are recommended by Planning Staff:

Amendment to Chapter 162 “Use Units” of the Unified Development Code, Section 162.01 “Establishment and Listing” to include Bail Bonding Agency as a permitted and detailed use under Use Unit 12: Offices, studios and related services.

Amendment to Chapter 161 “Zoning Regulations” of the Unified Development Code, Section 161.15, District R-O, Residential Office to remove Manufactured Home Park as a permitted use, but to include it as a conditional use within the R-O, Residential Office zoning district.

Amendment to Chapter 161 “Zoning Regulations” of the Unified Development Code, Section 161.17 District C-2, Thoroughfare Commercial and Section 161.18 District C-3, Central Commercial to include Use Unit 25 as a permitted use.

PLANNING COMMISSION ACTION:	Required	<u>YES</u>
	☐ Approved	☐ Denied
Date: <u>June 27, 2005</u>		
CITY COUNCIL ACTION:	Required	<u>YES</u>
	☐ Approved	☐ Denied
Date: <u>July 19, 2005</u>		

RECOMMENDATION:

Amendment 1

Planning Staff recommends approval to amend Section 162.01 (L.2.) Use Unit 12 Offices,

Studios, and Related Services, to allow the addition of Bail Bonding Agency as an included use. This use has never officially been listed as a detailed use in any zoning district. However, previous interpretations by the Zoning & Development Administrator placed this specific use under Use Unit 16, Shopping goods. In study of a description of the actual use, hours, traffic impact and other impacts on surrounding properties that this use has, staff finds that the use more appropriately fits into Use Unit 12, Offices, studios and related services. This use includes such things as banks, office buildings, social and welfare agencies, employment, travel and advertising agencies, dental clinics, etc.

The City of Fayetteville continues to receive rezoning requests for bail bond agencies on S. School Ave. to support the new County Jail on Clydesdale Dr. Since 2001, the planning department has approved bail bond agencies under Use Unit 16, Shopping Goods, which is only an allowable use in the C-2, C-3 and C-4 zoning districts. Based on the information the planning department had in regards to the this type of business, such as the hours of operation and the amount of traffic that could be generated, it was appropriate to list Bail Bonding Agencies under Use Unit 16. However, new information regarding the day to day activities has caused Planning Staff to re-examine the appropriate use unit under which Bail Bond Agencies should be permitted.

While most if not all bail bonding companies are open 24 hours a day, the information that our office received indicates that the actual office hours are typically 8:00am-5:00pm. Occasionally, friends or family members may come by the offices to fill out paperwork on behalf of someone that needs to be bonded out of jail. However, the majority of the time the bonds are finished at the jail as is the required paperwork.

Use Unit 12 consists of offices, studios, medical and dental labs and other compatible or supporting services and sales. Included uses vary from artist studios to high impact uses such as banks that generate high levels of traffic. Based on day to day activities, bail bond agencies seem to be an appropriate office use. Furthermore, bail bond agencies act as a supporting service to businesses in the surrounding area. It is for these reasons that staff has decided to reevaluate bail bond agencies and their associated activities, so that this type of business is more accurately classified within the use units in Chapter 162.

Amendment 2

Planning Staff recommends approval to amend Section 161.15 (B. 1.) and (B.2.) District R-O, Residential Office to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use. This use was not permitted in the Unified Development Code prior to the most previous codified version, and staff can find no reason why it would be appropriate as a use by right in the Residential Office zoning district, based on a comparison with other residential and commercial zoning districts.

Amendment 3

Planning Staff recommends approval to amend Section 161.17 (B.1.) District C-2, Thoroughfare Commercial and Section 161.18 (B.1.) District C-3, Central Commercial to include Use Unit 25 as a permitted use. Use Unit 25: Professional offices, is a use that is allowed by right in the R-O,

C-1 and C-4 zoning districts. This use consists of professional offices that are compatible with medium and high density residential areas, including but not limited to" doctor's offices, dentists, architects, engineers, attorneys, accountants, realtors, brokers, business consultants, etc. This use specifically has been the source of much confusion for staff and citizens wishing to operate professional office uses within two commercial zoning districts in the City.

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

7/19/2005
City Council Meeting Date

Jeremy Paley
Submitted By

Planning
Division

Operations
Department

Action Required:

City Council approval to amend Chapter 161 "Zoning Regulations," Section 161.15 B.1. & Section 161.15 B.2. of the Code of Fayetteville, to remove manufactured home park as a permitted use, but to allow it as a conditional use within the R-O, Residential Office Zoning district..

\$0.00

Cost of this request

n/a

Account Number

n/a

Project Number

n/a

Category/Project Budget

n/a

Funds Used to Date

n/a

Remaining Balance

n/a

Program Category / Project Name

n/a

Program / Project Category Name

n/a

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

City Attorney

Finance and Internal Service Director

Date

Received in City Clerk's Office

ENTERED
7/1/05

Mayor

Date

Received in Mayor's Office

ENTERED
7/5/05

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 30, 2005

Subject: AMENDMENT TO CHAPTER 161.17 (B.1.) & 161.18 (B.1.)

RECOMMENDATION

Planning Staff recommends approval to amend Section 161.17 (B.1.), District C-2, Thoroughfare Commercial & 161.18 (B.1.), District C-3, Central Commercial to add Use Unit 25 as a permitted use.

BACKGROUND

Use Unit 25: Professional offices, is a use that is allowed by right in the R-O, C-1 and C-4 zoning districts. This use consists of professional offices that are compatible with medium and high density residential areas, including but not limited to doctor's offices, dentists, architects, engineers, attorneys, accountants, realtors, brokers, business consultants, etc. This use specifically has been the source of much confusion for staff and citizens wishing to operate professional office uses within two commercial zoning districts in the City.

DISCUSSION

This item was heard at the regular Planning Commission on June 27, 2005. The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation of approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 161, "ZONING REGULATIONS", SECTION 161.17 B.1. & SECTION 161.18 B.1., OF THE CODE OF FAYETTEVILLE, TO ADD USE UNIT 25, PROFESSIONAL OFFICES AS A PERMITTED USE, IN THE C-2, THOROUGHFARE COMMERCIAL AND C-3, CENTRAL COMMERCIAL ZONING DISTRICTS.

Section 1. That Chapter 161: Zoning Regulations, Section 161.17, B.1. and 161.17 B.1., of the Code of Fayetteville, is hereby ~~amended by inserting Exhibit "A" attached hereto and made a part hereof.~~ *repeated and*
is inserted in its stead.

See Exhibit "A" attached hereto and made a part hereof. *DRV*

PASSED and APPROVED this _____ day of _____, 2005. *7/1/05*

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

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 25	Professional offices
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.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.18 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government 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 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Trades and services
Unit 28	Center for collecting recyclable materials
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without	15 ft.	25 ft.

EXHIBIT "A" p.3

C.9.
Amend Chapter 161, Zoning Regulations
Section 161.17 B.1. and Section 161.18 B.1.
City Council Meeting of July 19, 2005 Page 5 of 10
Agenda Item Number

easement or alley		
Rear, from center line of a public alley	10 ft.	10 ft.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037;
Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

Y) *Unit 25. Professional offices.*

(1) *Description.* Unit 25 consists of small professional offices that are compatible with medium and high density residential areas.

(2) *Included uses.*

Doctor's office (no more than four doctors)
Dentist's office (no more than four dentists)
Insurance sales
Studio for teaching any of the fine or liberal arts
Photography studio
Welfare agencies
Architect
Engineer
Attorney
Accountant
Business or management consultant
Realtor
Broker
Interior decorator



PC Meeting of June 27, 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, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: June 22, 2005

ADM 05-1605 (Administrative Item – Use Units) The request is to modify certain chapters of the Unified Development Code through evaluation of several specific uses in order to best locate them in the proper zoning districts. The following amendments are recommended by Planning Staff:

Amendment to Chapter 162 “Use Units” of the Unified Development Code, Section 162.01 “Establishment and Listing” to include Bail Bonding Agency as a permitted and detailed use under Use Unit 12: Offices, studios and related services.

Amendment to Chapter 161 “Zoning Regulations” of the Unified Development Code, Section 161.15, District R-O, Residential Office to remove Manufactured Home Park as a permitted use, but to include it as a conditional use within the R-O, Residential Office zoning district.

Amendment to Chapter 161 “Zoning Regulations” of the Unified Development Code, Section 161.17 District C-2, Thoroughfare Commercial and Section 161.18 District C-3, Central Commercial to include Use Unit 25 as a permitted use.

PLANNING COMMISSION ACTION:	Required	<u>YES</u>
	☐ Approved	☐ Denied
Date:	<u>June 27, 2005</u>	
CITY COUNCIL ACTION:	Required	<u>YES</u>
	☐ Approved	☐ Denied
Date:	<u>July 19, 2005</u>	

RECOMMENDATION:

Amendment 1

Planning Staff recommends approval to amend Section 162.01 (L.2.) Use Unit 12 Offices,

Studios, and Related Services, to allow the addition of Bail Bonding Agency as an included use. This use has never officially been listed as a detailed use in any zoning district. However, previous interpretations by the Zoning & Development Administrator placed this specific use under Use Unit 16, Shopping goods. In study of a description of the actual use, hours, traffic impact and other impacts on surrounding properties that this use has, staff finds that the use more appropriately fits into Use Unit 12, Offices, studios and related services. This use includes such things as banks, office buildings, social and welfare agencies, employment, travel and advertising agencies, dental clinics, etc.

The City of Fayetteville continues to receive rezoning requests for bail bond agencies on S. School Ave. to support the new County Jail on Clydesdale Dr. Since 2001, the planning department has approved bail bond agencies under Use Unit 16, Shopping Goods, which is only an allowable use in the C-2, C-3 and C-4 zoning districts. Based on the information the planning department had in regards to the this type of business, such as the hours of operation and the amount of traffic that could be generated, it was appropriate to list Bail Bonding Agencies under Use Unit 16. However, new information regarding the day to day activities has caused Planning Staff to re-examine the appropriate use unit under which Bail Bond Agencies should be permitted.

While most if not all bail bonding companies are open 24 hours a day, the information that our office received indicates that the actual office hours are typically 8:00am-5:00pm. Occasionally, friends or family members may come by the offices to fill out paperwork on behalf of someone that needs to be bonded out of jail. However, the majority of the time the bonds are finished at the jail as is the required paperwork.

Use Unit 12 consists of offices, studios, medical and dental labs and other compatible or supporting services and sales. Included uses vary from artist studios to high impact uses such as banks that generate high levels of traffic. Based on day to day activities, bail bond agencies seem to be an appropriate office use. Furthermore, bail bond agencies act as a supporting service to businesses in the surrounding area. It is for these reasons that staff has decided to reevaluate bail bond agencies and their associated activities, so that this type of business is more accurately classified within the use units in Chapter 162.

Amendment 2

Planning Staff recommends approval to amend Section 161.15 (B. 1.) and (B.2.) District R-O, Residential Office to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use. This use was not permitted in the Unified Development Code prior to the most previous codified version, and staff can find no reason why it would be appropriate as a use by right in the Residential Office zoning district, based on a comparison with other residential and commercial zoning districts.

Amendment 3

Planning Staff recommends approval to amend Section 161.17 (B.1.) District C-2, Thoroughfare Commercial and Section 161.18 (B.1.) District C-3, Central Commercial to include Use Unit 25 as a permitted use. Use Unit 25: Professional offices, is a use that is allowed by right in the R-O,

C-1 and C-4 zoning districts. This use consists of professional offices that are compatible with medium and high density residential areas, including but not limited to" doctor's offices, dentists, architects, engineers, attorneys, accountants, realtors, brokers, business consultants, etc. This use specifically has been the source of much confusion for staff and citizens wishing to operate professional office uses within two commercial zoning districts in the City.

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

C.9.
Amend Chapter 161, Zoning Regulations
Section 161.17 B.1. and Section 161.18 B.1.
Page 10 of 10

7/19/2005
City Council Meeting Date

Jeremy Pate *X*
Submitted By

Planning
Division

Operations
Department

Action Required:

City Council approval to amend Chapter 161 "Zoning Regulations," Section 161.17 B.1. & Section 161.18 B.1. of the Code of Fayetteville, to add Use Unit 25, Professional Offices as a permitted use, in the C-2, Thoroughfare Commercial and C-3, Central Commercial zoning districts.

\$0.00

Cost of this request

n/a

Account Number

n/a

Project Number

n/a

Category/Project Budget

n/a

Funds Used to Date

n/a

Remaining Balance

n/a

Program Category / Project Name

n/a

Program / Project Category Name

n/a

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

[Signature] 7-1-05
Department/Director Date

[Signature] 7/1/05
City Attorney Date

[Signature] 7-6-05
Finance and Internal Service Director Date

[Signature] 7/5/05
Mayor Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Received in City Clerk's Office



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 *JCP*

Date: June 30, 2005

Subject: AMENDMENT TO CHAPTER 162.01 L.2.)

RECOMMENDATION

Planning Staff recommends approval to amend Section 162.01 (L.2.) Use Unit 12 Offices, Studios, and Related Services, to allow the addition of Bail Bonding Agency as an included use.

BACKGROUND

Bail Bonding Agency has never officially been listed as a detailed use in any zoning district. However, previous interpretations by the Zoning & Development Administrator placed this specific use under Use Unit 16, Shopping goods. In study of a description of the actual use, hours, traffic impact and other impacts on surrounding properties that this use has, staff finds that the use more appropriately fits into Use Unit 12, Offices, studios and related services. This use includes such things as banks, office buildings, social and welfare agencies, employment, travel and advertising agencies, dental clinics, etc.

The City of Fayetteville continues to receive rezoning requests for bail bond agencies on S. School Ave. to support the new County Jail on Clydesdale Dr. Since 2001, the planning department has approved bail bond agencies under Use Unit 16, Shopping Goods, which is only an allowable use in the C-2, C-3 and C-4 zoning districts. Based on the limited information the planning department had in regards to the this type of business, such as the 24 hours of operation advertised and the amount of traffic that could be generated, it was appropriate to list Bail Bonding Agencies under Use Unit 16. However, new information regarding the day to day activities, hours of operation and the number of trips served per day, has caused Planning Staff to re-examine the appropriate use unit under which Bail Bond Agencies should be permitted.

While most if not all bail bonding companies are open 24 hours a day, research that our office conducted indicates that the actual office hours are typically 8:00am-5:00pm. Occasionally, friends or family members may come by the offices to fill out paperwork on behalf of someone that needs to be bonded out of jail. However, the majority of the time the bonds are finished at the jail as is the required paperwork. The "24 hour" open advertising typically refers not to the hours that the particular office is open, but to the

City Council Meeting of July 19, 2005
Agenda Item Number

fact that phone calls will be answered 24 hours a day. Calls are typically forwarded to the homes of the employees for this particular business.

Use Unit 12 consists of offices, studios, medical and dental labs and other compatible or supporting services and sales. Included uses vary from artist studios to high impact uses such as banks that generate high levels of traffic. Based on day to day activities, bail bond agencies seem to be an appropriate office use. Furthermore, bail bond agencies act as a supporting service to businesses in the surrounding area. It is for these reasons that staff has decided to reevaluate bail bond agencies and their associated activities, so that this type of business is more accurately classified within the use units in Chapter 162.

DISCUSSION

This item was heard at the regular Planning Commission on June 27, 2005. The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation of approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 162, USE UNITS,
SECTION 162.01 L.2., OF THE CODE OF FAYETTEVILLE, TO ADD
BAIL BONDING AGENCY TO USE UNIT 12: OFFICES, STUDIOS,
AND RELATED SERVICES.

Section 1. That Chapter 162: Use Units, Section 162.01, L.2., of the Code of
Fayetteville, is hereby ~~amended by inserting~~ Exhibit "A" attached hereto and made a part
hereof. *Repealed and is inserted in its stead.*

See Exhibit "A" attached hereto and made a part hereof.

PASSED and APPROVED this _____ day of _____, 2005.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

City Council Meeting of July 19, 2005
Agenda Item Number

(L) Unit 12. Offices, studios, and related services.

(1) *Description.* Unit 12 consists of offices, studios, medical and dental labs and other compatible or supporting services and sales.

(2) *Included uses.*

Advertising agency	
Artist's studio	
Computing service	
Data processing service	
Drafting service	
Dental clinic	
Financial institution	
Funeral home	
Medical clinic	
Office buildings	
Social and welfare agencies	
Sale of supplies and equipment:	•Architects and artists supplies •Business machines •Dental supplies •Medical and optical supplies •Office furnishings
Scientific instruments	
Services:	•Auto parking garage •Blueprinting •Bail bonding agency •Employment agency •Photocopying •Printing •Ticket office, transportation and amusement •Travel agency •Veterinary small animal out-patient clinic

(P) Unit 16. Shopping goods.

(1) *Description.* Unit 16 consists of stores selling retail goods which are ordinarily purchased less frequently and often have a community-wide or regional market.

(2) *Included uses.*

Retail trade establishments:	•Fur apparel •Millinery
Automotive, marine craft establishment:	•Auto accessory store •Boat and accessory store •Dry goods •Garden supply
General Merchandise:	•Department store •Mail order •Trading stamp redemption store
Home furniture:	•Appliances •China, glassware •Draperies, curtains •Floor coverings •Furniture •Music instruments
Personal services: - BAIL BONDSMAN -	•Auto rental agency office •Barber and beauty shops (with more than 6 chairs) •Costume rental service •Detective service •Gunsmith •Interior decorating •Locksmith •Optician/Optometrlist •Photo finishing •Photographic studio •Picture framing •Reading rooms •Sign painting •Watch and jewelry repair •Weight loss center
Transportation service:	•Bus station •Express service •Helistop •Railway terminal •Taxicab station

(Currently designated in this use category)



PC Meeting of June 27, 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: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: June 22, 2005

ADM 05-1605 (Administrative Item – Use Units) The request is to modify certain chapters of the Unified Development Code through evaluation of several specific uses in order to best locate them in the proper zoning districts. The following amendments are recommended by Planning Staff:

Amendment to Chapter 162 “Use Units” of the Unified Development Code, Section 162.01 “Establishment and Listing” to include Bail Bonding Agency as a permitted and detailed use under Use Unit 12: Offices, studios and related services.

Amendment to Chapter 161 “Zoning Regulations” of the Unified Development Code, Section 161.15, District R-O, Residential Office to remove Manufactured Home Park as a permitted use, but to include it as a conditional use within the R-O, Residential Office zoning district.

Amendment to Chapter 161 “Zoning Regulations” of the Unified Development Code, Section 161.17 District C-2, Thoroughfare Commercial and Section 161.18 District C-3, Central Commercial to include Use Unit 25 as a permitted use.

PLANNING COMMISSION ACTION:	Required <u>YES</u>
	☐ Approved ☐ Denied
Date: <u>June 27, 2005</u>	
CITY COUNCIL ACTION:	Required <u>YES</u>
	☐ Approved ☐ Denied
Date: <u>July 19, 2005</u>	

RECOMMENDATION:

Amendment 1

Planning Staff recommends approval to amend Section 162.01 (L.2.) Use Unit 12 Offices,

Studios, and Related Services, to allow the addition of Bail Bonding Agency as an included use. This use has never officially been listed as a detailed use in any zoning district. However, previous interpretations by the Zoning & Development Administrator placed this specific use under Use Unit 16, Shopping goods. In study of a description of the actual use, hours, traffic impact and other impacts on surrounding properties that this use has, staff finds that the use more appropriately fits into Use Unit 12, Offices, studios and related services. This use includes such things as banks, office buildings, social and welfare agencies, employment, travel and advertising agencies, dental clinics, etc.

The City of Fayetteville continues to receive rezoning requests for bail bond agencies on S. School Ave. to support the new County Jail on Clydesdale Dr. Since 2001, the planning department has approved bail bond agencies under Use Unit 16, Shopping Goods, which is only an allowable use in the C-2, C-3 and C-4 zoning districts. Based on the information the planning department had in regards to the this type of business, such as the hours of operation and the amount of traffic that could be generated, it was appropriate to list Bail Bonding Agencies under Use Unit 16. However, new information regarding the day to day activities has caused Planning Staff to re-examine the appropriate use unit under which Bail Bond Agencies should be permitted.

While most if not all bail bonding companies are open 24 hours a day, the information that our office received indicates that the actual office hours are typically 8:00am-5:00pm. Occasionally, friends or family members may come by the offices to fill out paperwork on behalf of someone that needs to be bonded out of jail. However, the majority of the time the bonds are finished at the jail as is the required paperwork.

Use Unit 12 consists of offices, studios, medical and dental labs and other compatible or supporting services and sales. Included uses vary from artist studios to high impact uses such as banks that generate high levels of traffic. Based on day to day activities, bail bond agencies seem to be an appropriate office use. Furthermore, bail bond agencies act as a supporting service to businesses in the surrounding area. It is for these reasons that staff has decided to reevaluate bail bond agencies and their associated activities, so that this type of business is more accurately classified within the use units in Chapter 162.

Amendment 2

Planning Staff recommends approval to amend Section 161.15 (B. 1.) and (B.2.) District R-O, Residential Office to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use. This use was not permitted in the Unified Development Code prior to the most previous codified version, and staff can find no reason why it would be appropriate as a use by right in the Residential Office zoning district, based on a comparison with other residential and commercial zoning districts.

Amendment 3

Planning Staff recommends approval to amend Section 161.17 (B.1.) District C-2, Thoroughfare Commercial and Section 161.18 (B.1.) District C-3, Central Commercial to include Use Unit 25 as a permitted use. Use Unit 25: Professional offices, is a use that is allowed by right in the R-O,

C-1 and C-4 zoning districts. This use consists of professional offices that are compatible with medium and high density residential areas, including but not limited to" doctor's offices, dentists, architects, engineers, attorneys, accountants, realtors, brokers, business consultants, etc. This use specifically has been the source of much confusion for staff and citizens wishing to operate professional office uses within two commercial zoning districts in the City.

Mountain Man Bail Bonding Inc.

Professional Bail Bondsmen

2856 South School

Fayetteville, Arkansas 72701

Phone 479-521-7100 • Fax 479-521-7107

June 13, 2005

Mr. Jeremy Pate
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mr. Pate:

First of all I would like to thank you for taking the time to meet with me in reference to my recent purchase of property at 2856 and 2848 South School Avenue. I know the job of the City Planning Commission and City Council is a tough one, trying to keep everyone happy while maintaining some kind of order.

As I explained to you in our meeting, it was my understanding that the R-0 classification was the correct zoning for my Bail Bond Company. I am sincerely hoping we can rectify this unfortunate mix up. I will do whatever is required to correct this situation. I do want to be a good neighbor to both the business and residential community.

I would like to explain the nature of our business to you. Our hours of operation are from 7:30am to 5:00 pm. Monday thru Friday. We employ two Bail Bond Agents and one full time secretary. It is our secretary's job to be in the office to do all the bonding paperwork, answer two phone lines, direct agents to bonds that need to be written, talk to the courts, co-signers and etc. We are required by the Arkansas Bail Bonding Licensing Board and Arkansas Professional Bail Bond Association to keep all of our records in one central location for a period of seven years.

Our two agents work strictly on a commission and are not required to work any set office hours. Occasionally a friend or family member of someone we are bonding will come by the office to fill out the necessary paperwork. However, ninety eight percent (98%) of all bonds are finished at the jail, and paperwork is completed there also.

Our advertisements of 24 hours have absolutely nothing to do with the hours worked at the bonding office. Bail agents work from their home after office hours and are strictly forbidden from bringing clients into the office after office hours. At 5:00 the secretary will call forward the phones lines to whichever agent is on duty for that night, although the agents themselves might occasionally use the office to stay close to the jail or get some rest between bonds on a busy night. If we have a total of twelve (12) people come thru our office in a given week, it has been a very exceptional week, as most all business

June 27, 2005
Planning Commission
ADM 05-1605 (Use Units)
Page 5.13

is conducted and completed at the jails. Again the bonding office is used primarily for answering phones and doing our own paperwork.

I am hoping we can come to some kind of terms or agreement to let us continue our business at this location. Any leeway or consideration for helping us out in this problem will be greatly appreciated.

Thanking you in advance,



Butch Thomas, President
Mountain Man Bail Bonding Inc.

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

7/19/2005

City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

City Council approval to amend Chapter 162, Use Units, Section 162.01 L.2., of the Code of Fayetteville, to add Bail Bonding Agency to Use Unit 12: Offices, Studios and Related Services.

\$0.00

Cost of this request

n/a

Account Number

n/a

Project Number

n/a

Category/Project Budget

n/a

Funds Used to Date

n/a
\$ -

Remaining Balance

n/a

Program Category / Project Name

n/a

Program / Project Category Name

n/a

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

7-1-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney

7/1/05
Date

Original Contract Number: *see corrections on Ordinance*
n/a


Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office




Mayor

7/5/05
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 *J*

Date: June 30, 2005

Subject: Easement Vacation for springwoods (VAC 05-1522)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating a utility easement crossing the subject property, as described and depicted herein.

BACKGROUND

The subject property is located southwest of I-540, Arkansas State Highway 112 within the Springwoods Commercial Planned Zoning District (C-PZD) and adjoining parcels to the east. The final plat for the Springwoods C-PZD was approved by the City in June 2004 and the future vacation of this permanent multi-use/water/sewer easement was noted on the final plat. Currently no public utilities or public uses occupy the easement.

As part of an agreement between the City of Fayetteville and the applicant (see attachments to this report), the easement would stay in place until an alternative easement serving the same purpose was located, secured, and conveyed to the City. It was only a matter of timing as to when the alternative easement would be conveyed. The required conditions regarding this alternative easement have been met between the City and the applicant, and an easement has been granted along the north property line in a similar fashion.

The applicant requests to vacate a 50' multi-use easement and a 100' temporary construction easement, as it is no longer necessary to facilitate the construction of future sewer lines.

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 9-0-0 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 27, 2005.

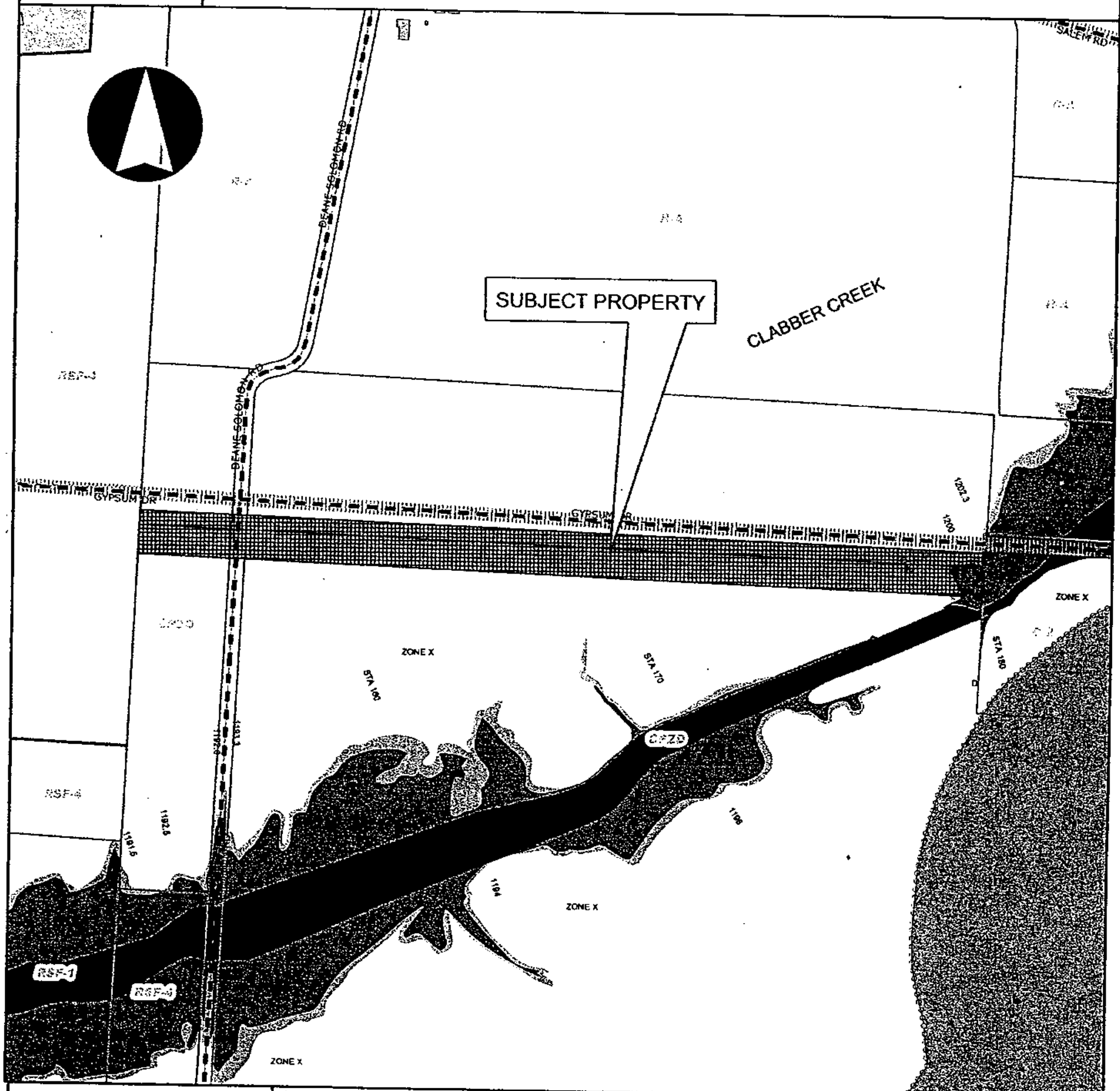
BUDGET IMPACT

None.

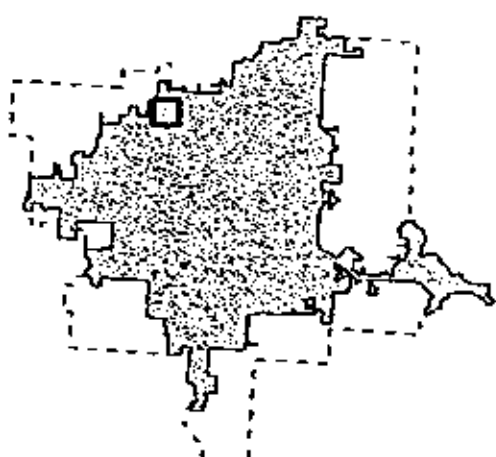
VAC05-1522

Close Up View

SPRINGWOODS



Overview



Legend

VAC05-1522

- 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

0 150 300 600 900 1,200 Feet

EXHIBIT "B"



PC Meeting of June 27, 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: Jeremy Pate, Director of Current Planning
Brent O'Neal, Staff Engineer
DATE: June 23, 2005

VAC 05-1522: Vacation (Springwoods, pp 247) Submitted by PATRICK HARGUS for property located at SPRINGWOODS & SW CORNER OF HWY 112 & TRUCKER'S DRIVE. The property is zoned C-PZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 90.93 acres. The request is to vacate a permanent multi-use easement and a temporary construction easement within the subject property.

Property Owner: COLLINS HAYNES

Planner: JEREMY PATE

Findings:

Property Description and Background: The subject property is located southwest of I-540, Arkansas State Highway 112 within the Springwoods Commercial Planned Zoning District (C-PZD) and adjoining parcels to the east. The final plat for the Springwoods C-PZD was approved by the City in June 2004 and the future vacation of this permanent multi-use/water/sewer easement was noted on the final plat. Currently no public utilities or public uses occupy the easement.

As part of an agreement between the City of Fayetteville and the applicant (see attachments to this report), the easement would stay in place until an alternative easement serving the same purpose was located, secured, and conveyed to the City. It was only a matter of timing as to when the alternative easement would be conveyed. The required conditions regarding this alternative easement have been met between the City and the applicant, and an easement has been granted along the north property line in a similar fashion.

Request: The applicants request to vacate a 50' multi-use easement and a 100' temporary construction easement, as it is no longer necessary to facilitate the construction of future sewer lines.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

UTILITIES

RESPONSE

Ozarks Electric	No Objections
Cox Communications	No Objections
Southwestern Electric Power Company	No Objections
Arkansas Western Gas	No Objections
Southwestern Bell Telephone	No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer	No Objections.
Transportation	No Objections
Solid Waste	No Objections
Engineering	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 finds that vacating the easement would not adversely affect the provision of utilities to the property or any other properties. Staff recommends approval of the proposed easement vacation VAC 05-1522 with the following conditions:

1. The Concurrence for release of easement for Southwestern Bell shall be recorded at the Benton County courthouse prior to vacating the easement.

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COPY OF RECORDED FINAL PLAT

Zoned A-1
000-15830-000
GRAVES, MELVA DEAN TRUST
MELVA DEAN GRAVES TRUST
2841 N CHARLESTON CROSSING
FAYETTEVILLE, AR 72703

Zoned A-1
000-15830-000
GRAVES, MELVA I
MELVA DEAN GRA
2841 N CHARLES
FAYETTEVILLE, AR

Multi-use easements shall be vacated and replaced upon delivery of easements per "Interceptor Sewer Realignment - Springwoods Subdivision" letter between the City of Fayetteville and Legacy Project, L.L.C., dated April 6, 2004.

765-15859-000
CUMULUS WIRELESS
SERVICES, INC.
3535 PIEDMONT
BLDG. 14 SUITE 1400
ATLANTA, GA 30305

50' Permanent Multi-use Easement

S 87°54'20" E 4090.66'

100' Temporary Construction Easement

S 87°54'20" E
4090.91'

(FILED 95023074-76)
5' SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT

30' CITY OF FAYETTEVILLE
WATER & SEWER LINE EASEMENT
(FILED 95010241-42)

50' Permanent Multi-use Easement
lays adjacent to and parallel
with the South R/W of Thacker's Drive
and filed by separate instrument

190.35'
S 31°34'42" W

126.75'
S 16°25'41" W

247.42'
S 87°12'42" E

1030.56'
S 02°27'35" W

36" WATER LINE

508.82'

N 02°27'35" E 552.50'

PETITION TO VACATE EASEMENT

PETITION TO VACATE A 50' PERMANENT MULTI-USE EASEMENT AND A 100' TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PARCELS WITHIN THE SPRINGWOODS C-PZD03-08.00 AND PARCELS LOCATED ADJACENT AND EAST OF SPRINGWOODS, 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 Parcels within *the springwoods C-PZD03-08.00 and Parcels located adjacent and East of Springwoods*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement and temporary construction easement that is described as follows:

Survey Description 50' Permanent Multi-Use Easement

Located in a part of the N ½ of Section 33, Township 17 North, Range 30 West in Fayetteville, Washington County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NW ¼ of the NW ¼ of Section 33; thence South 02 degrees 28 minutes 26 seconds West, 508.24 feet to the true POINT OF BEGINNING; thence South 87 degrees 54 minutes 20 seconds East, 2884.98 feet; thence South 02 degrees 27 minutes 35 seconds West, 50.00 feet; thence North 87 degrees 54 minutes 20 seconds West, 2885.00 feet; thence North 02 degrees 28 minutes 26 seconds East, 50.00 feet to the true POINT OF BEGINNING containing 3.311 acres more or less and being subject to any rights-of-way and easements of record.

Survey Description 100' Temporary Construction Easement

Located in a part of the N ½ of Section 33, Township 17 North, Range 30 West in Fayetteville, Washington County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NW ¼ of the NW ¼ of Section 33; thence South 02 degrees 28 minutes 26 seconds West, 558.24 feet to the true POINT OF BEGINNING; thence South 87 degrees 54 minutes 20 seconds East, 2885.00 feet; thence South 02 degrees 27 minutes 35 seconds West, 100.00 feet; thence North 87 degrees 54 minutes 20 seconds West, 2885.02 feet; thence North 02 degrees 28 minutes 26 seconds East, 100.00 feet to the true POINT OF BEGINNING containing 6.623 acres more or less and being subject to any rights-of way and easements of record.

That the abutting real estate affected by said abandonment of the easements are Lots 4, 5, 6, and 8 of the springwoods C-PZD03-08.00, property owned by Springwoods Landholdings LLC, and parcels adjacent and East of Springwoods, owned by Legacy Project LLC, and located within the City of Fayetteville. Currently no Public Utilities or Public uses occupy said Easements and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described Easement.

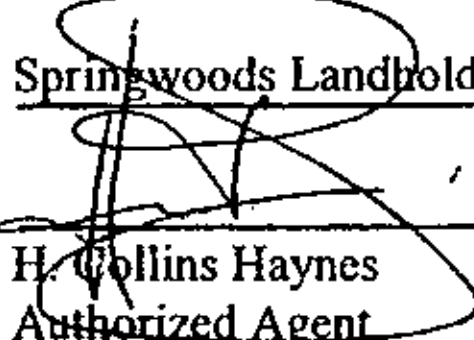
The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

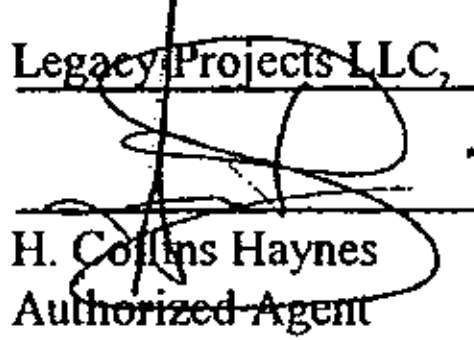
WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said easements.

Dated this 5 day of May, 2005.

Springwoods Landholdings LLC,


H. Collins Haynes
Authorized Agent

Legacy Projects LLC,


H. Collins Haynes
Authorized Agent



EGIS ENGINEERING, INC.

314 South Main
Bentonville, AR 72712-5903
Web: www.egis-env.com

(479) 271-9252
(479) 271-8627 (fax)
egis@egis-env.com

C.11.
VAC 05-1522 Springwoods
Page 8 of 24

May 2, 2005

Written Description to Request the vacation of Existing Easements

To: The Fayetteville City Planning Commission and The Fayetteville City Council

A petition to request a Vacation of a Multi-Use/Water/Sewer Easement and a Temporary Construction Easement is hereby being submitted to the City of Fayetteville. Attached with this letter is a legal description and a graphic representation of the Easements requested to be Vacated.

The Easements are located entirely within the Springwoods C-PZD03-08.00 and adjoining parcels to the East. The Easements lie entirely on property owned by Springwoods Landholdings, LLC and Legacy Projects, LLC. No portion of the Easements are located upon other property. Currently no Public Utilities or Public Uses occupy said Easements. As part of an agreement with the City of Fayetteville, per a letter between the City of Fayetteville and Legacy Projects, LLC dated April 6, 2004 and attached herewith, said Easements were stipulated to be included with the Springwoods C-PZD Final Plat and remain in effect until such time that an Alternate Easement, serving the same purpose, could be located, secured, and conveyed to the City of Fayetteville.

Please know that an Alternate Easement, as approved by the City of Fayetteville, has been conveyed to the City in the form of Easements and recorded in the Washington County Court House on February 9, 2005, document ID # 00815071003.

Sincerely,

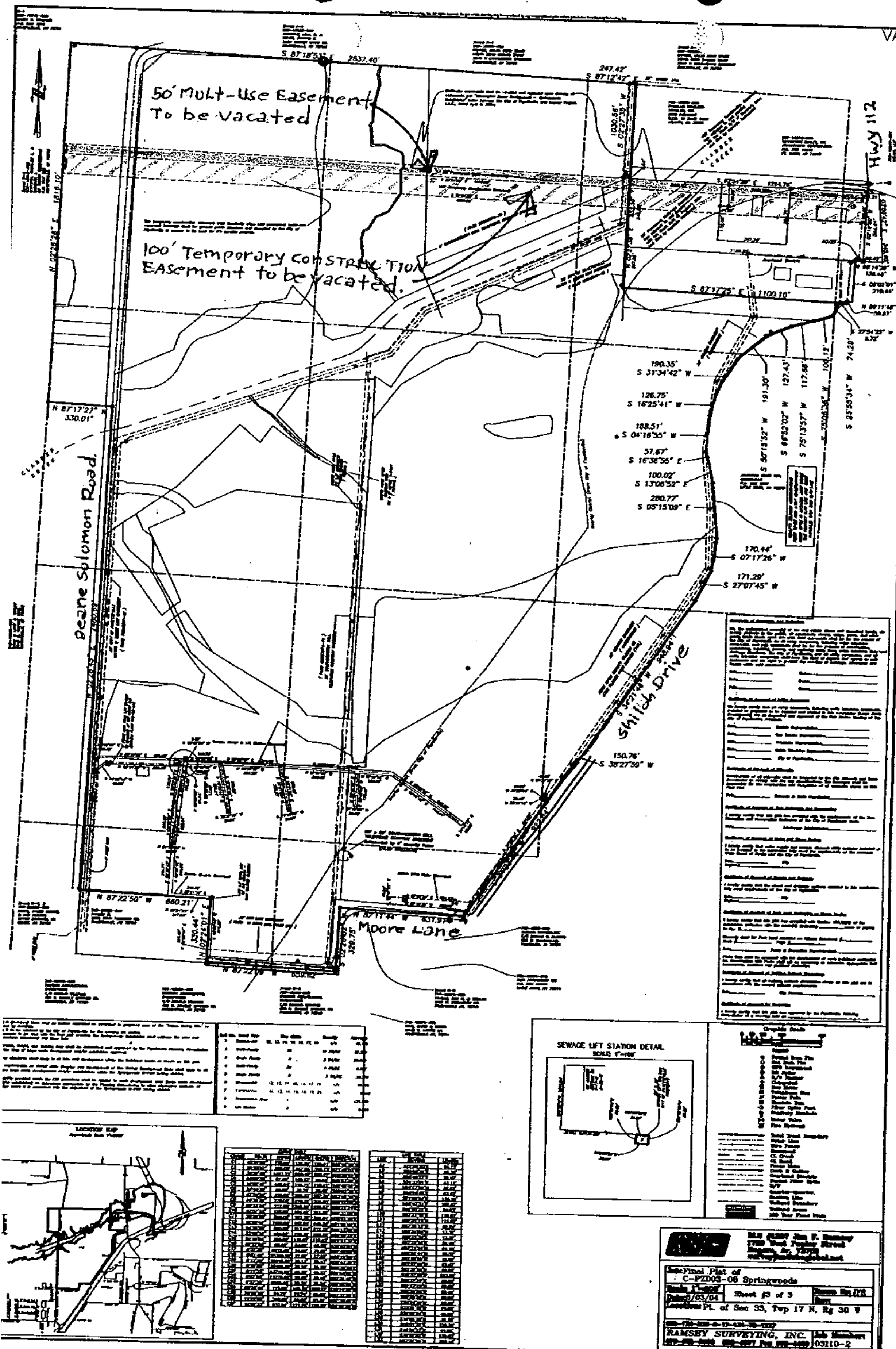
Patrick Hargus, RLA
Director of Planning and Landscape Architecture
EGIS Engineering, Inc.

Survey Description 50' Permanent Multi-use Easement

Located in a part of the N $\frac{1}{2}$ of Section 33, Township 17 North, Range 30 West in Fayetteville, Washington County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33;
thence South 02 degrees 28 minutes 26 seconds West, 508.24 feet to the true POINT OF BEGINNING;
thence South 87 degrees 54 minutes 20 seconds East, 2884.98 feet;
thence South 02 degrees 27 minutes 35 seconds West, 50.00 feet;
thence North 87 degrees 54 minutes 20 seconds West, 2885.00 feet;
thence North 02 degrees 28 minutes 26 seconds East, 50.00 feet to the true POINT OF BEGINNING containing 3.311 acres more or less and being subject to any rights-of-way and easements of record.

Survey Description 100' Temporary Construction Easement

Located in a part of the N $\frac{1}{2}$ of Section 33, Township 17 North, Range 30 West in Fayetteville, Washington County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33;
thence South 02 degrees 28 minutes 26 seconds West, 558.24 feet to the true POINT OF BEGINNING;
thence South 87 degrees 54 minutes 20 seconds East, 2885.00 feet;
thence South 02 degrees 27 minutes 35 seconds West, 100.00 feet;
thence North 87 degrees 54 minutes 20 seconds West, 2885.02 feet;
thence North 02 degrees 28 minutes 26 seconds East, 100.00 feet to the true POINT OF BEGINNING containing 6.623 acres more or less and being subject to any rights-of-way and easements of record.



INTERCEPTOR SEWER RE-ALIGNMENT-SPRINGWOODS SUBDIVISION
Fayetteville, Arkansas

THIS AGREEMENT, made and entered into the 6th day of April, 2004, by and between the CITY OF FAYETTEVILLE, County of Washington, State of Arkansas (hereafter called FAYETTEVILLE), and LEGACY PROJECT, LLC, an Arkansas limited liability company, and/or its assigns (hereafter called LEGACY) WITNESSETH THAT:

WHEREAS, Fayetteville by an agreement executed on May 6, 2003 agreed to convey and deed property as described in Exhibit "A" hereof and generally located on the north side of Interstate 540, situated in the City of Fayetteville, Washington County, Arkansas, containing approximately 289 acres of land, more or less, being subject to specific stated terms and conditions; and

WHEREAS, pursuant to the stated terms and conditions of said agreement; Item 16, the following provisions are made:

"Reservation of Public Streets, Right-of-Ways, Utility Easements and Temporary Construction Easements. A new waste water treatment facility project is currently in the preliminary stages of design and construction for the City of Fayetteville. As part of that project many new wastewater collection systems will be installed around the city and a large gravity main is planned for the north side of Clabber Creek across this property from East to West. It is therefore understood that, as part of this conveyance, Legacy Project will convey to the City of Fayetteville, at no cost to the city and on forms to be provided by the City of Fayetteville or their designee, a permanent Water/Sewer Easement of 40 foot width parallel to and south of the planned extension of Truckers Drive and any alignment adjustments as mutually agreed and a Temporary Construction Easement of 150 foot width south of the permanent easement, along with the right of ingress and egress across the property to facilitate construction. The Temporary Construction Easement shall terminate upon completion of the initial construction of the sewer main. The City of Fayetteville agrees to maintain a periodic consultation with Legacy Project as to the desirable and necessary design location of this proposed sewer main sewer line. Existing public streets, rights-of-way and easements shall remain public and be available for public use"; and

WHEREAS, Legacy has completed a development plan for the land that proposes an alternative reservation of public streets, right-of-ways, utility easements and temporary construction easements from that set forth in the aforementioned Section 16 of the May 6, 2003 agreement; and

WHEREAS, Fayetteville finds the modification of the original alignment of the proposed interceptor sewer line to be in the best public interest;

NOW THEREFORE, Fayetteville and Legacy agree to the following modified terms and conditions for Section 16 of the May 6, 2003 agreement:

1. Legacy shall grant to Fayetteville a 50-foot wide permanent utility easement along the north and west property lines of the previously described 289 acre tract, the extent of said easement to be generally described as follows: Beginning at the northeast corner of the tract, 2,885 and running thence westerly along the north property line a distance of approximately 2,885 feet to a property corner, thence

- continue southerly along the west property line to a distance of approximately 1816.06 feet to a property corner, said property corner representing the end of said 50 foot wide permanent utility strip along the perimeter of said 289 acre tract of land. In addition to a 50-foot wide permanent utility easement, Legacy shall grant to Fayetteville a 100-foot wide temporary construction easement, said 100-foot to be in addition to and parallel with the previously described 50-foot permanent easement inside said property.
2. Legacy shall secure easement grants to the City of Fayetteville a 50-foot wide permanent utility easement and a minimum 50-foot wide temporary construction easement between the northeast corner of the 289 acre tract of land and the east right-of-way line of Arkansas State Highway 112, said easement being generally described as follows: Beginning at the northeast corner of the 289 tract of land, and running thence easterly parallel with the north property line as distance of approximately 1,117 feet to the west right-of-way of Arkansas State Highway 112, said intersection of the property line with the right-of-way line marking the end of said easement. This easement will provide a continuous and linear alignment for the proposed interceptor sewer line from the west right-of-way line of Arkansas State Highway 112 to the northwest corner of the 289 acre tract.
 3. Fayetteville, upon receipt of all necessary easement documents from Legacy for the above-described continuous utility corridor, shall release Legacy from the right-of-way street, utility easement and temporary construction easement requirements set forth in Section 16 of the May 6, 2003 agreement. It is to be clearly recognized, acknowledged and agreed that the easement acquisition required of Legacy involves voluntary negotiations with other private interests whose participation is not assured. Should Legacy, through no fault of its own, be unable to secure a continuous easement corridor, the original agreement terms, set forth in Section 16 will remain valid.
 4. Legacy agrees and covenants to fully compensate Fayetteville for any and all increased project costs associated with the re-alignment of the proposed interceptor sewer line from the originally proposed routing. Increased costs may include, but not be limited to; increased excavation costs, added rock removal costs, engineering costs, abandoned design costs, increased manhole depths, additional environmental analysis, expanded historical/cultured resource survey work and other costs directly attributed to changing the alignment of the interceptor sewer line from its originally approved routing. Legacy's financial obligations under this provision will be based upon actual increased costs; however, in no case shall the total financial obligation to Fayetteville exceed one-hundred fifty thousand dollars (\$150,000.00). The costs of right-of-way acquisitions by Legacy will be the sole cost of Legacy and are not a component of the \$150,000.00 financial obligation.
 5. Legacy agrees to complete the off-site right-of-way acquisition in a prompt and expedient manner, with the necessary right-of-way documents to be delivered to Fayetteville within sixty (60) calendar days from the date of this agreement. If at the end of the 60-day period, Legacy has not produced the continuous right-of-way corridor, and Fayetteville has not granted a formal, written extension of time for such task, the approval of the re-alignment by Fayetteville shall become null and void, with the provisions of Section 16 in the May 6, 2003 agreement.

remaining in full force and effect. Furthermore, said default by Legacy shall obligate Legacy to fully reimburse Fayetteville for any and all costs incurred for the implementation of the new interceptor sewer line alignment, said stranded costs to have a ceiling of \$150,000.00 as noted in the previous section.

6. Upon execution of this agreement by Legacy and Fayetteville, it is mutually understood and agreed that Fayetteville shall proceed immediately with the planning and design of the proposed interceptor sewer based upon the re-alignment. Actions that Fayetteville shall take, and for which Legacy may become accountable under default may include; engineering, surveys, test borings, plan development, drawing revisions, historical/cultural assessments and other project actions that are specific to the new alignment requested by Legacy.
7. Fayetteville shall maintain accurate records of authorizations, transactions and costs relating to the new alignment of the interceptor sewer line. As these costs are incurred, Fayetteville shall from time to time, but more frequently than once per month, submit requests for reimbursement to Legacy for costs incurred. Legacy agrees and covenants to review, process and remit payments to Fayetteville within 30 calendar days after receipt of statement. Failure to pay amounts to Fayetteville in said 30-day window shall grant Fayetteville the right to claim a late payment penalty of 6% of the principal amount of the statement for all time the statement remains unpaid.
8. A sketch of the original interceptor sewer line route and the proposed interceptor re-alignment is attached hereto and made a part of this agreement. Fayetteville and Legacy agree that this exhibit generally depicts the character and scope of this matter.
9. Any party of any other agreement in conflict with this agreement are repealed and amended as noted herein. All other provisions, not affected by this agreement remain in full force and effect. The failure of Legacy to furnish the required right-of-way corridor within the specified time frame shall render Legacy in default, and void the terms of this agreement excepting these rights of cost recovery from Legacy granted to Fayetteville.

END OF AGREEMENT

EXECUTED ON THIS 5th DAY OF FEB., 2004 BY LEGACY PROJECT, LLC. LEGACY PROJECT, LLC., an ARKANSAS limited liability company.

By: H. Colin Haynes
H. COLIN HAYNES

Attest: [Signature]
Authorized Member

EXECUTED THIS _____ DAY OF _____, 2004 BY City OF FAYETTEVILLE, COUNTY OF WASHINGTON, STATE OF ARKANSAS, a municipal corporation.

By: Dan Coody
DAN COODY, Mayor

Attest: Sondra Smith
SONDRA SMITH, City Clerk



File Number: 200300063089 1 of 2

Printed On: 08/18/04
 Printed At: 08/18/04
 Printed By: 08/18/04
 Printed For: 08/18/04

WARRANTY DEED MUNICIPAL CORPORATION

BE IT KNOWN BY THESE PRESENTS:

THAT the CITY OF FAYETTEVILLE, ARKANSAS, a municipal corporation, hereinafter called GRANTOR, for and in consideration of the sum of One-hundred Dollar (\$100.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Legacy Project, LLC, an Arkansas limited liability corporation, hereinafter called GRANTEE, and unto Grantor's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

Doc ID: 0007010000 Type: 000
 Recorded: 08/18/04 at 01:01:00 PM
 Fee Amt: \$10.00 Page 1 of 2
 Washington County, AR
 Seller: James Carroll Clark
 File: 2003-00063089

PROPERTY DESCRIPTION:

A part of Section 33, Township 17 North, Range 30 West, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of said Section 33; thence along the West line of said Section 33 South 02° 28' 15" West 7016.00 feet; thence South 87° 10' 34" East 330.00 feet; thence South 02° 28' 10" West 2480.00 feet; thence South 87° 21' 15" East 680.23 feet; thence South 02° 28' 48" West 328.80 feet; thence South 87° 21' 15" East 900.00 feet; thence North 02° 28' 51" East 328.80; thence South 87° 11' 53" East 831.80 feet to the westerly right of way line of U. S. Highway 71; thence Northerly along said westerly right of way line the following bearings and distances:

North 34° 27' 18" East	592.00 feet
North 38° 27' 58" East	150.78 feet
North 34° 27' 25" East	849.12 feet
North 27° 10' 09" East	171.37 feet
North 07° 15' 05" East	170.41 feet
North 06° 19' 18" West	280.77 feet
North 12° 48' 23" West	100.11 feet
North 10° 38' 50" West	87.87 feet
North 04° 18' 48" East	188.28 feet
North 10° 24' 53" East	128.88 feet
North 31° 34' 48" East	190.38 feet
North 50° 13' 38" East	191.34 feet
North 60° 33' 28" East	127.02 feet
North 75° 15' 02" East	117.64 feet
North 74° 09' 18" East	180.11 feet
North 38° 07' 08" East	74.14 feet

thence leaving said west right of way line and running North 87° 17' 28" West 1900.35 feet; thence North 02° 28' 17" East 1000.78 feet to the North line of Section 33; thence along the North line of Section 33 North 87° 14' 58" West 247.50 feet to the North quarter corner of Section 33; thence continuing along the North line of said Section 33 North 87° 18' 24" West 2837.40 feet to the Point of Beginning, containing 288.27 acres, more or less, being subject to rights of way and easements of record.

TO HAVE AND TO HOLD the said lands and appurtenances thereto: belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor, hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

File Number: 200300063061 2 of 2

Warranty Deed
City of Fayetteville - Legacy Project, LLC
Page 2 of 2

WITNESS the execution hereof on this 12th day of December, 2003CITY OF FAYETTEVILLE, ARKANSAS,
a municipal corporation

BY:

Dan Coody, Mayor

ATTEST:
Sandra Smith
Sandra Smith, City Clerk

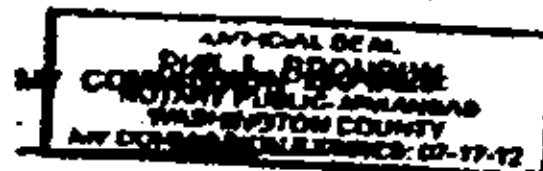
(Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Dan Coody and Sandra Smith, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the Mayor and City Clerk of the City of Fayetteville, Arkansas, a municipal corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 12 day of December, 2003.

[Signature]
Notary Public

RESOLUTION NO. 45-04

A RESOLUTION TO APPROVE AN AGREEMENT
WITH LEGACY PROJECT, LLC FOR INTERCEPTOR
SEWER REALIGNMENT FOR SPRINGWOODS
SUBDIVISION

WHEREAS, a new interceptor sewer needs to be constructed within the Springwoods Subdivision at a different location than originally planned because of Legacy Project, LLC's request.

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

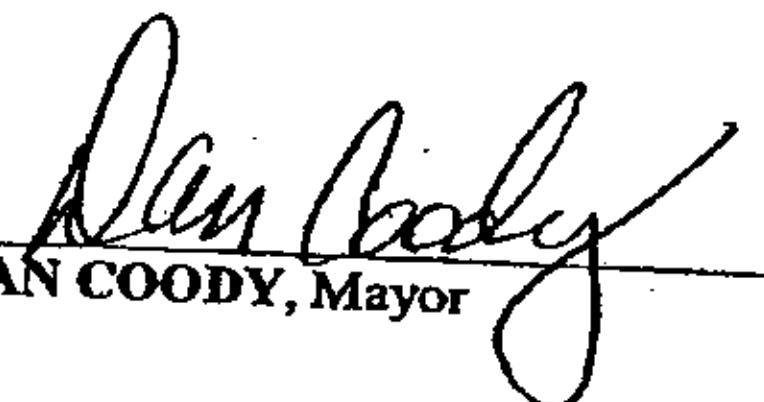
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Interceptor Sewer Realignment for Springwood Subdivision agreement as attached as Exhibit A in which the City agrees to relocate the original site of the interceptor sewer in consideration of Legacy Project LLC's agreement to pay the City's relocation expenses up to the maximum projected cost of \$150,000.00.

PASSED and APPROVED this the 6th day of April, 2004.



APPROVED:

By:


DAN COODY, Mayor

By:


SONDRA SMITH, City Clerk



UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 4-7-2005

UTILITY COMPANY: City of Fayetteville Water & Sewer Superintendent

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address: Located North of Moore Lane, East of Deane Solomon Rd, West of Hwy. 112,
within the Springwoods PZD 03-08.00 and adjoining parcel to the West, Fayetteville, Arkansas. **SEE ATTACHED**

DESCRIPTION FOR DETAILS
(*See attached legal description and graphic representation of what is being vacated*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

SAID EASEMENT WAS REPLACED BY EASEMENT PLAT
23A-141 IN FGB 2005. THE DOCUMENT ID IN THE
ATTACHED LETTER FROM EGIS, unsigned, dated 5 APR 05,
IS NOT CORRECT.

J. J. Magers
Signature of Utility Company Representative

WATER/SEWER MAINT SUPERINTENDENT
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 4-7-2005

UTILITY COMPANY: Southwestern Bell Telephone Company

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: Located North of Moore Lane, East of Deane Solomon Rd, West of Hwy. 112,
within the Springwoods PZD 03-08-00 and adjoining parcel to the West, Fayetteville, Arkansas.

(See attached legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

The attached Concurrence must be filed in order for
this release to be complete.

Lynda E. Sommerfeldt Palmer
Signature of Utility Company Representative
Lynda E. Sommerfeldt Palmer
Mgr - Engr (Right-of-Way)
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY
AND UTILITY EASEMENT VACATIONS

DATE: 4/18/05

UTILITY COMPANY: Southwestern Bell Telephone, L.P. (dba SBC Arkansas)

REQUESTED VACATION: (applicant must check all that apply):

☒ **Utility Easement**

Street and all the utility easements located within the vacated street

Right-of-Way for alley or streets and all utility easements located within the vacated right-of-way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following Utility Easement described as follows:

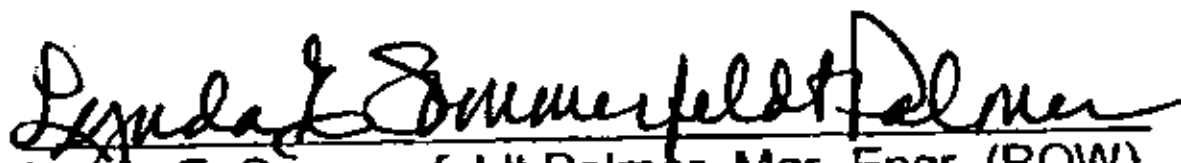
General location/Address: Located north of Moore Lane, east of Deane Solomon Road, west of Hwy. 112, with the Springwoods PZD 03-08.00 and adjoining to the west, Fayetteville, Arkansas.

UTILITY COMPANY COMMENTS:

No objections to the vacation described above.

Signature of this form does not constitute a release of easement. The attached Concurrence must be recorded at the Benton County courthouse in order for this release to be complete and legal.

Signature of SBC Company Representative:


Lynda E. Sommerfeldt Palmer, Mgr.-Engr. (ROW)
1111 West Capitol, Room 941
Little Rock, AR 72201
(501) 373-5255



CONCURRENCE TO RELEASE A DEDICATED UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. SBC Arkansas, hereby concurs in the vacation of a fifty foot (50') multi-use easement, to-wit:

Located in a part of the N ½ of Section 33, Township 17 North, Range 30 West, in Fayetteville, Washington County, Arkansas, more precisely described as follows: Starting at the NW ¼ of the NW ¼ of Section 33; thence South 02°28'26"W, 508.24 feet to the TRUE POINT OF BEGINNING; thence South 87°54'20"E, 2884.98 feet; thence South 02°27'35"W, 50.00 feet; thence North 87°54'20" West, 2885.00 feet; thence North 02°28'26"E, 50.00 feet to the TRUE POINT OF BEGINNING containing 3.311 acres, more or less and being subject to only right-of-way and easements of record.

Also, a one hundred foot (100') temporary construction easement located in a part of the N ½ of Section 33, Township 17 North, Range 30 West in Fayetteville, Washington County, Arkansas T-16-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: Starting at the NW corner of the NW ¼ of the NW ¼ of Section 33; thence South 02°28'26"W, 558.24 feet to the TRUE POINT OF BEGINNING; thence South 87°54'20"E, 2885.00 feet; thence South 02°27'33"W, 100.00 feet; thence North 87°54'20"W, 2885.02 feet; thence North 02°28'26"E, 100.00 feet to the TRUE POINT OF BEGINNING containing 6.623 acres, more or less and being subject to any rights-of-way and easements of record.

Signed and executed this 18th day of April, 2005.



Doc ID: 008439920001 Type: REL
Recorded: 05/03/2005 at 02:05:58 PM
Fee Amt: \$8.00 Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk

File **2005-00018800**

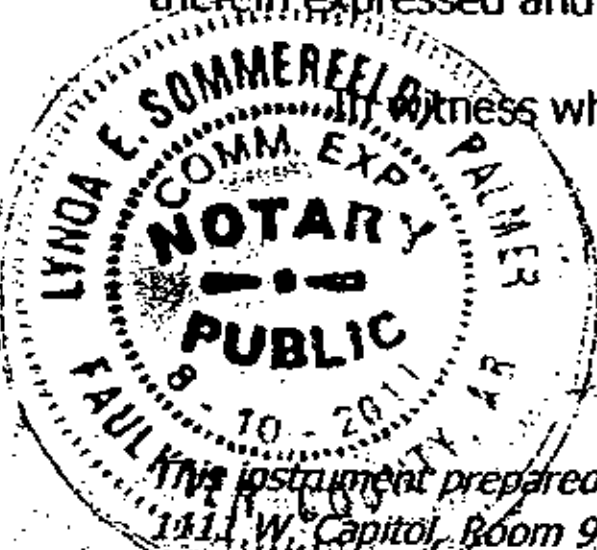
By: *F. Jean Davis*
F. Jean Davis
Director-Engineering/Construction

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this the 18th day of April, 2005, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared F. Jean Davis, who, after being duly sworn, declared that he is the Director-Engineering/Construction for Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. SBC Arkansas, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

Witness whereof I hereunto set my hand and official seal.



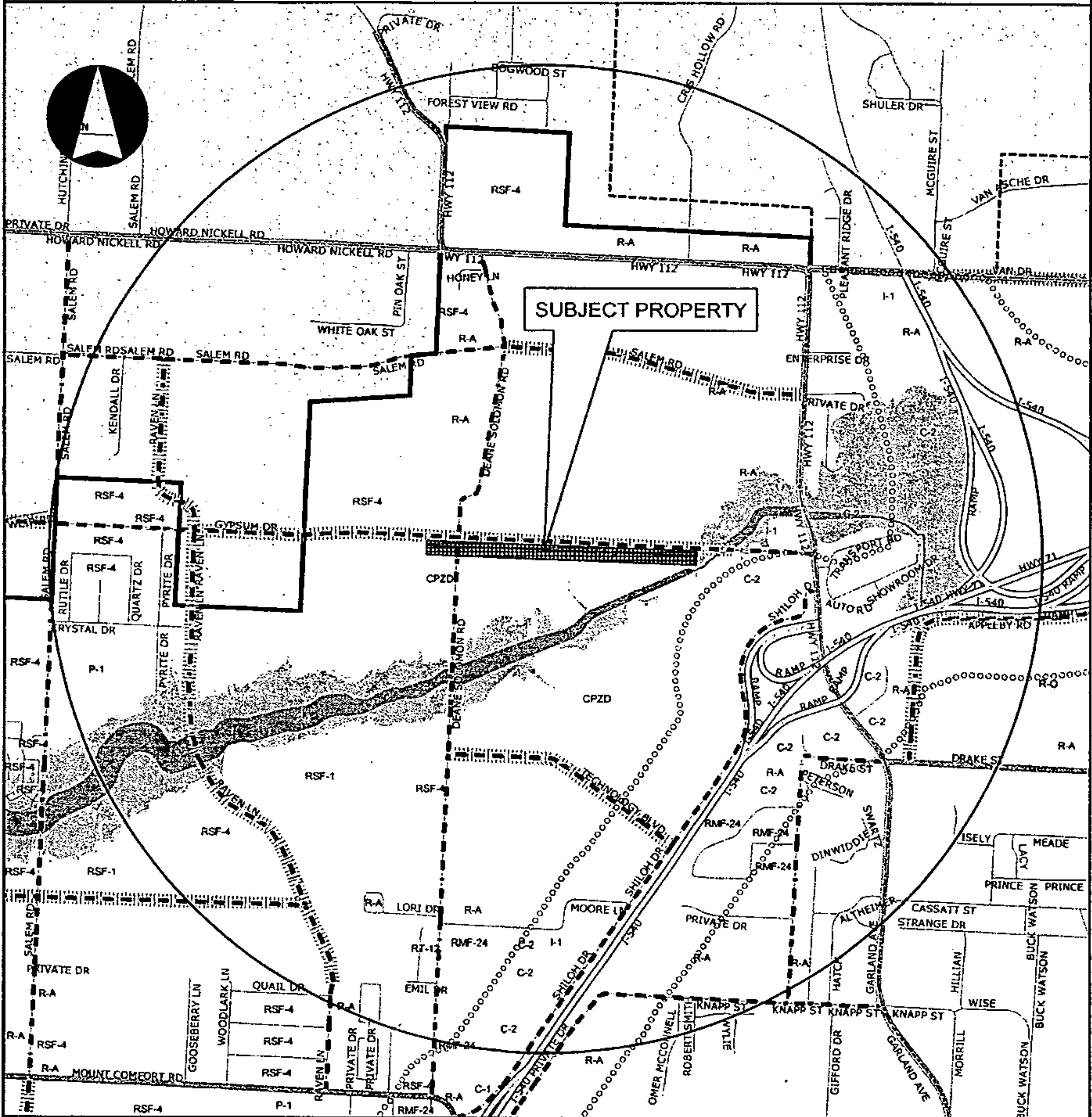
This instrument prepared by SBC
1411 W. Capitol, Room 941
Little Rock, AR 72201 (501-373-5255)

Lynda E. Sommerfeldt Palmer
Lynda E. Sommerfeldt Palmer
Notary Public in and for Faulkner Co.
My commission expires 8/11/2011

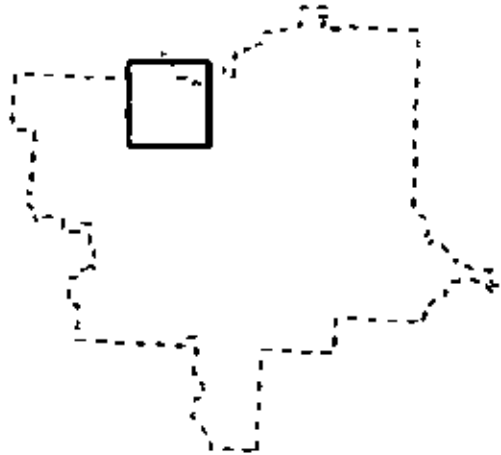
VAC05-1522

One Mile View

SPRINGWOODS



Overview



Legend

Subject Property

VAC05-1522

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.1250.25

0.5

0.75

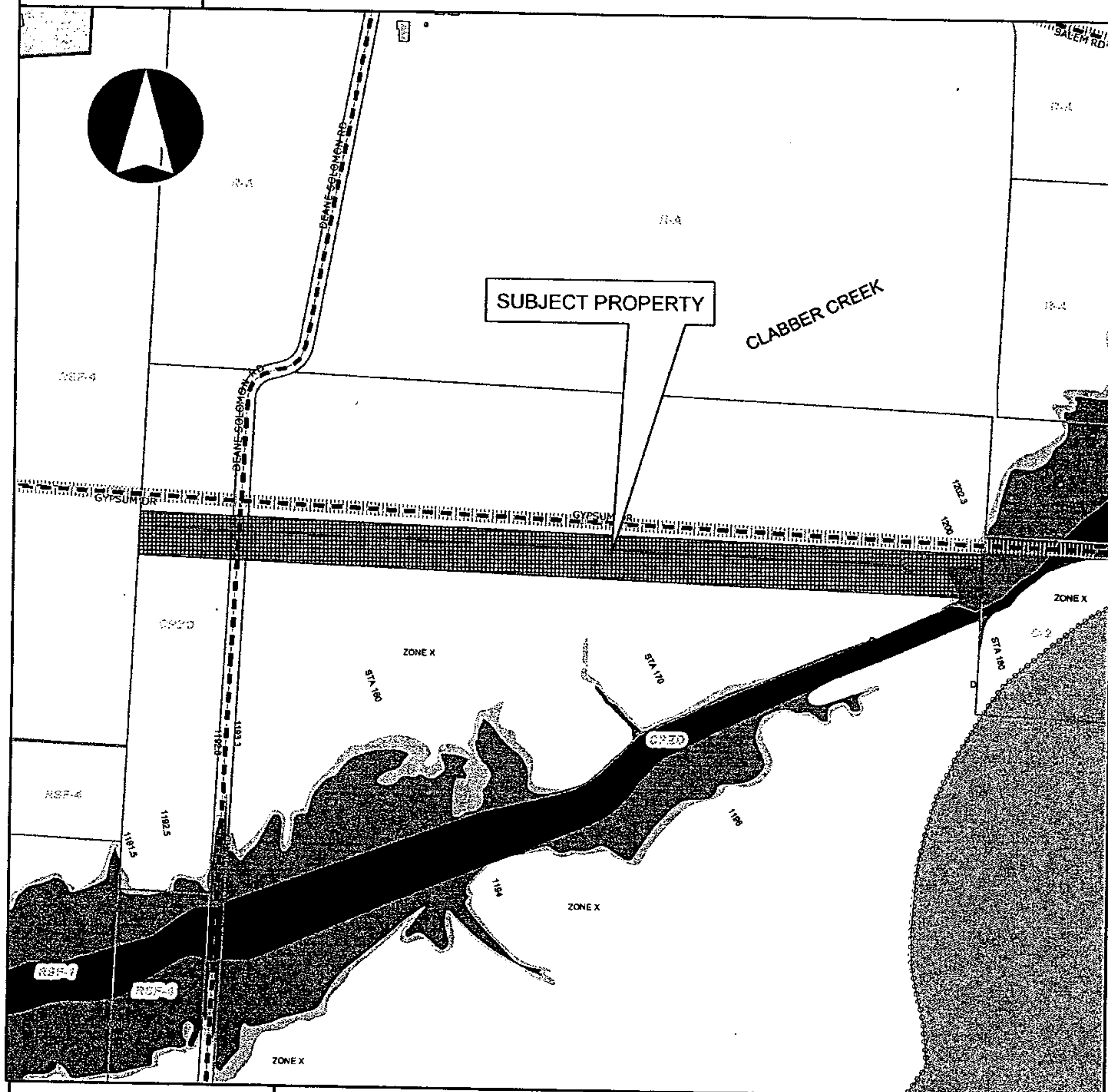
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Miles

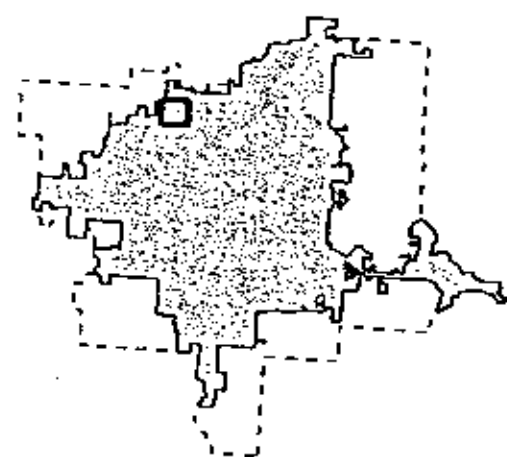
VAC05-1522

Close Up View

SPRINGWOODS



Overview



Legend

VAC05-1522

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



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

C.11.
VAC 05-1522 Springwoods
Page 23 of 24

19-Jul-05
City Council Meeting Date

Jeremy Pate *JP*
Submitted By

Planning
Division

Operations
Department

Action Required:

VAC 05-1522: (springwoods, 247): Submitted by Patrick Hargus, for property located at Springwoods Planned Zoning District, at the intersection of Hwy 112 and Trucker's Drive. The property is zoned C-PZD, Commercial Planned Zoning District and contains approximately 90.93 acres. The request is to vacate a utility easement crossing 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 ☐

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Received in City Clerk's Office
ENTERED
7/1/05

Received in Mayor's Office
ENTERED
7-1-05

Department Director

Date

City Attorney

Finance and Internal Service Director

Date

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *JP*

Date: June 28, 2005

Subject: Residential Planned Zoning District for Oakbrooke Subdivision, Phase I
(R-PZD 05-1463)

RECOMMENDATION

Planning Staff recommends approval of an ordinance creating a Residential Planned Zoning District (R-PZD) for Oakbrooke Subdivision, Phase I. This action will establish a unique zoning district for a residential subdivision on a 20.882-acre tract located west of Ruppel Road, south of Newbridge Road. The proposal consists of 68 single family lots with attached and detached residential dwelling units.

BACKGROUND

Property Description: The property consists of a total of 20.882 acres located west of Ruppel Road, south of New Bridge Road. The property is mainly large open pasture and developed for one single family residence. This area was incorporated into the City of Fayetteville in August of 2004 with the annexation of all islands of County property. The property is zoned RSF-1 and RSF-4 and located adjacent to single family subdivisions to the north, west, and south, all of which are zoned RSF-4. There is a natural drainage feature on the site, along which the majority of the tree canopy on the site exists.

Proposal: The applicant requests a rezoning and preliminary plat approval for a residential subdivision within a unique R-PZD zoning district. The proposed use of the site is for a single family development with traditional American style bungalows and American tudor houses encouraged consisting of 68 single family dwelling units. All lots will have a front building setback that is a build-to line, on which all homes will be constructed, where possible. Common drives will be encouraged. All driveways within the property are proposed to be constructed as two narrow strips of concrete for access, and detached garages are proposed. Of the 68 lots, 58 shall be single family detached units. The remaining 10 lots on the eastern portion of the property may be constructed as either single family detached dwellings or townhomes with either two or three attached units. Each of these 10 lots will have rear alley access. This private alley is 20' wide with a 12' one-way access road.

DISCUSSION

The Planning Commission voted 9-0-0 in favor of this request on Monday, June 27, 2005. Approval of a planned zoning district requires City Council approval as it includes zoning (land use) as well as development approval (preliminary plat). Recommended conditions were approved by the Planning Commission, which are reflected in the attached staff report. Additionally, staff has made some minor alterations to the conditions to reflect the intended rezoning request.

Public discussion included the affect of the proposed development on the value of surrounding properties, compatibility, street connectivity and access to the open space/tree preservation area.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 05-1463, OAKBROOKE PHASE I, LOCATED WEST OF RUPPLE ROAD AND EAST OF BRIDGEPORT SUBDIVISION, CONTAINING APPROXIMATELY 20.882 ACRES, MORE OR LESS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED RESIDENTIAL DEVELOPMENT PLAN AS APPROVED BY THE PLANNING COMMISSION.

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

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

From RSF-4, Residential Single Family, four units per acre and RSF-1, Residential Single Family, one unit per acre, to R-PZD 05-1463, as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the change in zoning classification is based upon the approved master development plan and development standards as shown on the preliminary plat and all conditions of approval determined appropriate and approved by the Planning Commission on June 27, 2005.

Section 3. That this ordinance shall take effect and be in full force at such time as all of the requirements of the development plan have been met.

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

PASSED AND APPROVED this _____ day of _____, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
R-PZD 05-1463

A PART OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE FRACTIONAL SECTION 1, TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY ON (31) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER, OF SAID EIGHTY (80) ACRE TRACT; THENCE N02°17'42"E 1069.16 FEET; THENCE S87°49'42"E 428.22 FEET; THENCE S87°09'15"E 271.79 FEET; THENCE S02°17'42"W 385.47 FEET; THENCE S87°42'18"E 115.00 FEET; THENCE S02°17'42"W 452.00 FEET; THENCE S87°42'18"E 109.00 FEET; THENCE S81°31'56"E 50.29 FEET; THENCE S87°10'33"E 118.38 FEET; THENCE S02°49'27"W 173.53 FEET; THENCE S87°10'42"E 254.30 FEET; THENCE S25°22'44"W 64.97 FEET TO THE SOUTH BOUNDARY OF SAID 80 ACRE TRACT; THENCE N87°10'42"W 1319.64 TO THE POINT OF BEGINNING AND CONTAINING 20.882 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.

DRAFT



PC Meeting of June 27, 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
Brent O'Neal, Staff Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: ~~June 22, 2005~~ Revised June 30, 2005

R-PZD 05-1463: Planned Zoning District (OAKBROOKE S/D, Ph. I, 361): Submitted by MEL MILHOLLAND for property located at W OF RUPPLE RD AND E OF BRIDGPORT PHASE II. The property is zoned RSF-1, RESIDENTIAL SINGLE FAMILY – 1 UNIT/ACRE and RSF-4, RESIDENTIAL SINGLE FAMILY – 4 UNITS/ACRE and contains approximately 20.882 acres. The request is to approve a Residential Planned Zoning District with 68 single family lots to consist of attached and unattached units.

Property Owner: TRACY HOSKINS

Planner: SUZANNE MORGAN

Findings:

Property Description: The property consists of a total of 20.882 acres located west of Ruppel Road, south of Mount Comfort Road. The property is mainly large open pasture and developed for one single family residence. This area was incorporated into the City of Fayetteville in August of 2004 with the annexation of all islands of County property. The property is zoned RSF-1 and RSF-4 and located adjacent to single family subdivisions to the north, west, and south, all of which are zoned RSF-4. There is a natural drainage feature on the site, along which the majority of the tree canopy on the site exists.

Surrounding Land Use/Zoning:

Direction	Land Use	Zoning
North	Bridgeport Ph. 8, pasture	RSF-4, RSF-1
South	Bellwood SD (under const.)	RSF-4
East	Single Family homes, pasture	RSF-1
West	Bridgeport Ph. 2	RSF-4

Proposal: The applicant requests a rezoning and preliminary plat approval for a residential subdivision within a unique R-PZD zoning district. The proposed use of the site is for a single family development with traditional American style bungalows and American tudor houses encouraged consisting of 68 single family dwelling units. All lots will have a front building setback that is a build-to line, on which all homes must abut. ~~No shared driveways will be~~

permitted. Shared driveways are encouraged. All driveways are proposed to be constructed as two narrow strips of concrete for access, and detached garages are proposed. Of the 68 lots, 58 shall be single family detached units. The remaining 10 lots on the eastern portion of the property may be constructed as either single family detached dwellings or townhomes with either two or three attached units. Each of these 10 lots will have rear alley access. This private alley is 20' wide with a 12' one-way access road.

To further clarify "townhome," it is a: a row house on a small lot, which has exterior limits common to other similar units. Title to the unit and its lot is vested in the individual owner with a fractional interest in common areas, if any. (Source: *mortgagewarehousemb.com*) A **townhouse** is a home that is attached to one or more other houses, but which sits directly on a parcel of land that you also own.

Process: The property on which this subdivision has been submitted consists of all and parts of several tracts of property. The applicant has submitted a property line adjustment to create a legal tract of land consisting of 20.882 acres. Revisions for the property line adjustment are being reviewed at this time. The property line adjustment shall be filed prior to construction plan approval of this requested R-PZD. Approval of this R-PZD will allow the developer to install the required infrastructure. With final plat approval, the property will be subdivided and the property will be developed with unique development and zoning requirements, based on the criteria approved at this time.

The following zoning criteria are proposed by the applicant:

ZONING CRITERIA - R-PZD 05-1463 Oakbrooke Subdivision, Phase I
(A) Permitted Uses.

Lots 1-68	Unit 1	City-wide uses by right
Lots 1-68	Unit 2	City-wide uses by conditional use
Lots 1-68	Unit 4	Cultural and Recreational Facilities
Lots 1-68	Unit 8	Single-family dwelling
Lots 29-38	Unit 9	Two-family dwelling
Lots 29-38	Unit 10	Three-family dwelling
Lots 1-68	Unit 24	Home Occupations
Lot 69	---	No uses permitted. Tree preservation.

**No use units have been specified for Lot 69, designated for Open Space/Tree Preservation.

(B) Density.

	For entire Subdivision
Units per acre	68 units/20.882 acres = 3.26 units/acre

*The property is currently zoned RSF-4 and RSF-1.

(C) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings	Three-family dwellings
Lot minimum width	47 feet minimum per dwelling/lot	47 feet minimum per dwelling/lot	47 feet minimum per dwelling/lot
Lot area minimum	5000 SF minimum per dwelling/lot	5000 SF minimum per dwelling/lot	5000 SF minimum per dwelling/lot
Land area per dwelling unit	Varies. Only one dwelling unit per lot permitted.	Varies. Only one dwelling unit per lot permitted.	Varies. Only one dwelling unit per lot permitted.

(E) *Setback requirements.*

Building setbacks vary. (See chart on plat for specific lot setbacks)

Front Building Setback: All lots have a 14' front building setback, which is also a build-to line, where possible.

Rear Building Setback: Range from 10' to 20' (See plat for complete chart)

Side Building Setback: Range from 6' to 10', with the exception of lots 64-73, which shall be permitted zero-foot side setbacks to allow for the construction of two and three-family townhouses. *All single family detached or row of townhomes permitted on these lots shall have a separation that meets building code requirements.*

(F) *Height and Width.* Maximum 56.5' height to allow for three-story structures, the bottom story being a walk-out basement area on special sloped lots, calculating a maximum building width of 50-feet and a 10/12 pitch roof.

(G) *Building area.* ~~On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.~~ None

Water & Sewer: Water and sewer lines are being extended to serve the development.

Access: Access is from several streets in the area:

North: New Bridge Road, a Collector Street

South: Hazeltine Dr. and Oakhaven Place, Local Streets (not yet constructed)

East: Ruppel Road, a Minor Arterial

West: No access is available from the adjacent subdivision.

Interior to the project, public streets are being provided. Most are 50' rights-of-way, with one 42' right-of-way (Street D) and a private 20' alley with a 12' one-way drive proposed. Sidewalks are located on both sides of each public street.

Adjacent Master Street Plan Streets: New Bridge Rd (Collector) & Ruppel Rd (Minor Arterial)

Street Improvements: Staff recommends the following:

- ♦ An assessment in the amount of **\$4,749** for improvements along Ruppel Road frontage to include street 14' from centerline, curb and gutter, 6' sidewalk at the right-of-way, and storm drainage.
- ♦ Off-site assessment for Ruppel Road Bridge over Hamstring Creek in the amount of **\$7,399.66**.
- ♦ An assessment in the amount of **\$8,200** for construction of a portion of "Street C" where a temporary cul-de-sac will be utilized until the street is extended to the north.
- ♦ Staff recommends an off-site improvement at the intersection of Newbridge Road and "Street A", to widen the existing portion of "Street A" to a 28' wide street within the existing 50' right-of-way. The construction of a stub-out to this property granted no immediate benefit to Bridgeport Ph. 8, in which development it was constructed, but it was required as part of that subdivision to provide connectivity to future development to the south. The applicant of this project is benefited by this stub-out, because it allows for access to Newbridge Road. No other off-site improvements are required to be constructed with this development; an assessment for road improvements (\$4,749) along the subject property frontage of Ruppel Road and a bridge assessment of \$7,399.66 is required. Staff finds that this improvement meets the rough proportionality test for the proposed development, especially as it relates to the Phase II development following, which will include many more lots in this immediate area. The impact of this property on this intersection warrants the recommended improvements so that this intersection will better function to allow for safe traffic movement and not create a dangerous traffic situation.

Tree Preservation:

Existing:	38.5%
Preserved:	23.4%
Mitigation:	On-site mitigation, 68 large species trees

Parks: The Parks and Recreation Advisory Board recommended accepting money in lieu of land for 78 Single Family Units on March 7, 2005. On April 4, 2005 the Parks and Recreation Advisory Board reviewed this development again with the addition of 25 single family units within phase II. The new recommendation was accepting money in lieu of land for 103 single family units for phase I & II. Phase I of the development consists of 68 single family lots and requires payment of **\$37,740** prior to final plat approval.

Public Comment: Staff has received numerous calls from surrounding property owners throughout the last few months with questions and concerns regarding the proposed density and type of use and construction. Included in the staff report are those written comments from citizens that were received by staff.

Recommendation: Staff recommends the Planning Commission forward **R-PZD 05-1463** to the City Council with a recommendation of approval for the requested rezoning and associated development plans, with the following conditions

of approval:

Conditions of Approval:

1. Planning Commission determination of appropriate access to available open space within the subdivision. *Staff recommends that the Open Space/Tree Preservation Lot be provided with at least two points of pedestrian access, preferably between lots 48-49 and 61-62 (coordinate detention access/storm sewer easement). This access will allow pedestrian access only, with a sidewalk/trail from the street into this open space. While intended to be open space/tree preservation area, as indicated in the latest correspondence, this area of mature tree canopy should still be enjoyed by area residents and should not be entirely blocked off with the creation of lots. Staff does not recommend the area to be developed as a public park, rather, to be utilized by this neighborhood for private passive recreation.* **PLANNING COMMISSION DETERMINED THAT TWO ACCESS EASEMENTS SHALL BE LOCATED BETWEEN LOTS 48-49 AND 61-62 TO ALLOW FOR PEDESTRIAN ACCESS TO THE OPEN SPACE. THE POA IS TO DETERMINE IF IMPROVED ACCESS IS DESIRED AT A LATER DATE.**
2. Planning Commission determination of the requested waiver of the City's Street Design Standards:
 - ♦ "Street E" radius – 100 feet; the required minimum is 150 feet.
 - ♦ "Street B" radius – 75 feet; the required minimum is 150 feet.
 - ♦ Jog between Hazeltine Street and "Street C" – 98 feet; the required minimum is 150 feet.

Staff has evaluated the proposed waivers and finds the measures taken to ensure traffic safety are in accordance with the city's expectations; staff recommends approval of the requested waivers. **PLANNING COMMISSION DETERMINED IN FAVOR OF THE REQUESTED WAIVERS.**
3. Planning Commission determination of offsite assessments. *Staff recommends that the developer shall be proportionately assessed for the future construction of a bridge on Ruppel Road in the amount of \$4,625.68 based on the projected impact of the development upon this infrastructure, to be paid prior to recordation of the final plat. (See attached memo from Engineering.)* **PLANNING COMMISSION DETERMINED IN FAVOR OF THE BRIDGE ASSESSMENT.**
4. The developer shall be responsible to pay an assessment in the amount of \$4,749 for improvements along the frontage of Ruppel Road to include 14' street from centerline, curb and gutter, a 6' sidewalk at the right-of-way per Master Street Plan requirements, and storm drainage prior to recordation of the final plat. **PLANNING COMMISSION DETERMINED IN FAVOR OF THE BRIDGE ASSESSMENT.**
5. Staff recommends off-site improvements at the intersection of Newbridge Road and "Street A" to include the widening of the constructed portion of "Street A" from a 24'

wide street to a 28' wide street. No other off-site improvements are required except for an assessment for road improvements along the subject property frontage of Ruppel Road and a bridge assessment. Staff finds that the improvement to this intersection meets the rough proportionality test. **PLANNING COMMISSION DETERMINED THIS OFF-SITE IMPROVEMENT MEETS THE ROUGH PROPORTIONALITY TEST, AND THE DEVELOPER SHALL BE RESPONSIBLE FOR WIDENING THE STREET TO A MINIMUM OF 28 FEET IN WIDTH TO NEWBRIDGE ROAD.**

6. A temporary cul-de-sac and access easement shall be constructed and shown on the final plat at the north end of "Street C" to provide for sufficient turn-around for emergency vehicles unless future development on adjacent property extends this street prior to Final Plat. The radius of said temporary cul-de-sac shall meet City requirements.
7. The developer shall pay \$8,200 for construction of a portion of "Street C", including a 28' street, curb and gutter, sidewalk, and storm drain within the area identified as the temporary cul-de-sac prior to recordation of the final plat.
8. Prior to recordation of the final plat, the developer shall erect at the entrance of any private street/alley 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 and a sign at the stub-out of "Street C" indicating the future extension of the street.
9. A property line adjustment to create a legal tract of land on which this R-PZD is proposed shall be filed prior to construction plan approval.
10. All development shall meet applicable building codes for separation and other ordinances of the City of Fayetteville.
11. Allowed uses in this R-PZD shall be restricted to Use Units 1, 2, 4, 8, 9, 10, and 24, with Use Units 9 and 10 allowed only on lots 29-38. Lot 69 is to be reserved as Open Space/Tree Preservation, on which no Use Unit is permitted. All other bulk and area, setback, height, lot area and width, and building area criteria shall be enforced as noted on the plat and/or within the staff report "Zoning Criteria" A-G, as noted.
12. The maximum number of dwelling units on this property is 68 units.
13. All residential structures shall be built to the front build-to line as reflected on the approved plat, **WHERE POSSIBLE. (MODIFIED BY PLANNING COMMISSION).**
14. The greenspace numbers within the Street Data chart shall be updated so that the street width, greenspace, and sidewalks equal the dedicated right-of-way for each street.

15. The lot reserved for open space and tree conservation shall be the responsibility of the Property Owner's Association.
16. Payment of Park fees in the amount of \$37,740 shall be paid prior to the application of signatures to the final plat.
17. Based on current calculations, the developer shall be responsible for on-site mitigation to meet the Tree Preservation ordinance, in the amount of (68) 2-inch caliper large species trees. A planting plan, maintenance and monitoring plan, and associated three-year bonds to mitigate for the removal of excess tree canopy is required prior to Final Plat. If all trees can not be reasonably located on the property, with the approval of the Landscape Administrator, the difference shall be paid into the Tree Fund.
18. Mitigation trees shall be located throughout the site; a detailed tree planting plan shall be submitted at the time of final plat for review and approval by the Landscape Administrator.

Standard Conditions of Approval:

19. 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)
20. 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.
21. Planned Zoning District approval shall be valid for one calendar year, per city ordinance.
22. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
23. 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.
 - c. Project Disk with all final revisions
 - d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by §158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all

incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

PLANNING COMMISSION ACTION: yes Required

✓ Approved Denied
9-0

Date: June 27, 2005

Comments: Upon reviewing the revisions post-Planning Commission approval, staff proposes the following revision:

Condition of Approval: There shall be no maximum or minimum buildable area for each lot.

The "CONDITIONS OF APPROVAL", stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

By _____

Date _____

Findings associated with R-PZD 05-1463

Sec. 166.06. Planned Zoning Districts (PZD).

(B) Development standards, conditions and review guidelines

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

FINDING: The proposed Planned Zoning District has been reviewed in light of all applicable development and zoning ordinances. Creating a unique subdivision with a mixture of lot sizes and housing types that are compatible with the surrounding developments, and preservation of natural features on the property has been achieved. The total density of this development is comparable to the surrounding developments, zoned RSF-4; however, lot sizes within this proposed subdivision are smaller and resemble those subdivisions within and near the downtown area. Additionally, the proposal has designated areas adjacent to developed properties to be developed as slightly larger lots, with smaller detached single family and two- and three-family lots clustered on the eastern portion of the property. Clustering the development on the outer edges of the property, the developer has left a majority of the natural drainage corridor and surrounding tree canopy in tact. Staff recommends that this open area be made available to those residents of the subdivision through pedestrian access. This will allow for an area of common usable open space where a City-owned park has not been recommended. The streets within this proposed subdivision will allow for connectivity from developed properties to the west to Ruppel Road, and connections are proposed from this development to surrounding properties. The proposed subdivision open space, a unique style of housing types, building placement and lot pattern will benefit the health, safety, amenity and welfare of the community as a whole.

- (2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and

quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

FINDING: Screening is not required as a part of this development.

(3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

- (a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.
- (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
- (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.
- (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.
- (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.
- (f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: Internal streets are comprised of public streets within 50 feet and 42 feet rights-of-way, with appropriate connectivity proposed. A north-south Minor Arterial Street is indicated adjacent to the east property line, within a minimum of 45 feet of right-of-way from centerline. Several waiver requests for street radii and the distance between a jog in a street have been submitted to the Planning Commission for consideration. Staff has reviewed these waivers and found that granting the waivers will not adversely affect traffic patterns or safety. Design of the streets in this configuration was a deviation of standard requirements, but it did allow for flexibility in lot design to facilitate the preservation of trees within the natural drainage area on the property. Although most of the lots will be accessed from the public street, a row of lots along the eastern edge of the property will be accessed by way of a private alley. This will be a unique feature among all surrounding developments and within the subdivision itself, emphasizing an older pattern of development typically seen in more traditional neighborhood developments. Staff finds that the connectivity proposed from this property to surrounding properties is adequate, but recommends that improvements to the existing stub-out from Newbridge Road, a Collector Street, be widened from 24' to 28' so that there is not a bottle neck at this

intersection.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: Standard parking ratios for single family units (2 spaces per unit/dwelling) is enforced. Although some of the dwellings within this development will be attached, they are utilized for a single family on a distinct lot and are required to comply with the single family dwelling parking lot requirements.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

FINDING: The development exceeds all open space requirements.

- (6) *Sidewalks.* As required by §166.03.

FINDING: Four-foot sidewalks are to be constructed on both sides of all interior streets; money in lieu of construction of a six-foot sidewalk required on the side of the Collector Street adjacent to the subject property shall be required prior to approval of the final plat.

- (7) *Street Lights.* As required by §166.03.

FINDING: All street lights installed shall be pursuant to the above-referenced code section, with a maximum of 300 feet spacing on all streets.

- (8) *Water.* As required by §166.03.

FINDING: Public water is being provided to the project site, pursuant to city code.

- (9) *Sewer.* As required by §166.03.

FINDING: Public sewer is being provided to the project site, pursuant to city code.

- (10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

- (a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

- (b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

- (i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.
- (ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.
- (iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.
- (iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.
- (v) The plat of the planned development shall designate each private street as a "private street."
- (vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.
- (vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.
- (viii) The width of private streets may vary according to the density served. The following standard shall be used:

Paving Width

(No On-Street Parking)

Dwelling Units	One-Way	Two-Way

1 - 20	14'	22'
21+	14'	24'

***Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

- (ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.
- (x) There shall be no minimum building setback requirement from a private street.
- (xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

FINDING: All public streets for the proposed development are indicated to be constructed according to the adopted standards of the City. The applicant is providing a 20' private alleyway with a paved drive 12' in width to provide alley access to lots 29-38.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: N/A

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: Staff recommends approval of the Tree Preservation Plan, with a total of 23.4% tree canopy preserved; the site currently has 38.5% existing tree canopy and 25% is required to be preserved. The applicant proposes to preserve canopy along the natural drainage within the property. A 3.86-acre lot has been designated for the preservation of trees and will also be utilized to detain water run-off from this property. The Property Owner's Association will own and maintain this property. Staff recommends that pedestrian access be provided to this site to allow the residents of this subdivision the opportunity to enjoy the natural features which this property provides.

- (13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

FINDING: N/A

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

FINDING: Staff finds no specific scenic views to be protected on the subject property.

(E) *Revocation.*

- (1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

- (a) *Building permit.* If no building permit has been issued within the time allowed.
- (b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.
- (c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation

shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.

- (3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

- (1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.
- (2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:
- (a) The homeowner's association must be legally established before building permits are granted.
 - (b) Membership and fees must be mandatory for each home buyer and successive buyer.
 - (c) The open space restrictions must be permanent, rather than for a period of years.
 - (d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.
 - (e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property.

FINDING: The applicant shall comply with the above requirements, as part of the Planned Zoning District ordinance.

Sec. 161.25 Planned Zoning District

- (A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.
- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
 - (2) Compatibility. Providing for compatibility with the surrounding land uses.
 - (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
 - (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
 - (5) No negative impact. Does not have a negative effect upon the future development of the area;
 - (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
 - (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
 - (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
 - (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
 - (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: The proposal best fits the flexibility and variety goals of the intent of the Planned Zoning District, while also providing a development that is compatible with surrounding residential subdivisions and preserving natural features of the site within open space to be maintained by the POA. The development will offer attached and detached single family housing types, alley access to those lots on which townhouses are permitted, and require homes to be built a maximum 14' from the front property line with detached garages to be accessed by strips of concrete to reduce the amount of impervious surface. These development standards will result in the creation of a unique character in this area. Open space is proposed within the subdivision to serve as an area of tree preservation and detention for the subdivision; however, it is not accessible by those within the subdivision. Staff recommends that provision of pedestrian access to this large open area will be a benefit to the future residents and achieve yet another of the goals of the Planned Zoning District. The proposal is consistent with many of the guiding policies of the General Plan 2020 including:

Residential Areas:

9.8.a Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods.

Environmental Resources:

9.16.a Identify areas of environmental concern and protect and preserve environmental resources.

9.16.b Define and protect areas of significant floodplains, hillsides, trees and other environmental resources through cluster development provisions, density controls, protective easements and other new and existing development standards and regulations.

Community Character:

9.19.g Encourage new residential development to incorporate varying lot sizes, home prices and types of dwelling units.

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

FINDING: The subject described real property is proposed to be rezoned to R-PZD 05-1463. The development standards and plan approved shall be adopted with the rezoning.

(C) R - PZD, Residential Planned Zoning District.

(1) Purpose and intent. The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

- (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's General Plan and the orderly development of the city.
- (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
- (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
- (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
- (e) To encourage the efficient use of those public facilities required in connection with new residential development.

FINDING: The proposed Residential Planned Zoning District allows single-family lot development in the form of single-family detached, two-family and three-family residential uses in a clustered pattern, allowing for more usable common open space and greater preservation of natural amenities. A general rezoning would not allow the type of development the applicant is pursuing, based on the bulk and area requirements of typical zoning districts, therefore a Planned Zoning District is more appropriate for the proposed development. The proposed subdivision allows for a density and land use that is compatible with adjacent properties, yet also allows for a flexible site plan and layout. A harmonious relationship with surrounding developments is achieved, while allowing for a very unique style and type of development. Public improvements provided within the development will ensure future street connectivity and extension of public services to adjacent undeveloped properties.

(2) Permitted uses.

- Unit 1 City-wide uses by right
- Unit 2 City-wide uses by conditional use permit
- ~~Unit 3 Public protection and utility facilities~~
- Unit 4 Cultural and recreational facilities
- ~~Unit 5 Government facilities~~
- Unit 8 Single-family dwellings

Unit 9 Two-family dwellings**
Unit 10 Three-family dwellings**
~~Unit 12 Offices, studies and related services~~
~~Unit 13 Eating places~~
~~Unit 15 Neighborhood shopping~~
~~Unit 19 Commercial recreation, small sites~~
Unit 24 Home occupations
~~Unit 25 Professional offices~~
~~Unit 26 Multi-family dwellings~~

** = Lots 29-38 only.

FINDING: The proposed Use Units are permitted uses within a Residential Planned Zoning District. All other ancillary uses (tree preservation/open areas, trails, etc.) are allowed by right.

(3) Condition. In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

FINDING: The proposed PZD proposed is entirely residential in use.

***Required Findings for Rezoning Request.**

RECOMMENDATION: Staff recommends approval of the rezoning request from RSF-1, Residential Single Family – 1 unit per acre, and RSF-4, Residential Single Family – 4 units per acre, to R-PZD 05-1463, with the adoption of the associated preliminary plat.

LAND USE PLAN: The General Plan 2020 Future Land Use Plan designates this site as a Residential Area. Rezoning this property to R-PZD 05-1463, with associated Preliminary Plat, is consistent with the land use plan and compatible with surrounding land uses in the general vicinity.

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 of the existing RSF-1 and RSF-4 property to the proposed R-PZD development for single family residential use with development of detached/single family and two- and three-family townhomes at a density of 3.26 units per acre is consistent with the General Plan 2020 that identifies this area for residential use. The proposed land use is unique to the area with regard to site layout and organization, meeting many of the objectives and principles of the land use plan that promotes unique forms of development. Compatibility with adjacent developments within the RSF-4 zoning district has been achieved by clustering the smaller lots to the east of

the property, adjacent to undeveloped property that is proposed to be developed as Phase II of Oakbrooke Subdivision, and platting larger lots, more similar in size to the adjacent property, along the western and southern property boundary.

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 needed in order to develop a subdivision in the manner proposed with the R-PZD site plan.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning will not create or appreciably increase traffic danger or congestion surrounding streets. Approximately 680 average two-way vehicle trips per day from this development would be created. Access to this site will be provided from the south through a subdivision recently approved for construction, from a Collector Street to the north, and a Minor Arterial Street to the east. These surrounding streets are to be designed to accommodate large volumes of traffic, and although Ruppel Road, the primary access into this development, is not yet improved, there are sufficient means of access to disperse the traffic generated by development of 68 single family lots.

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 development proposed would create, on average, 177 future residents in this area, thereby altering the population density in the immediate vicinity. Staff finds that an undesirable increase in load on public services would not be created as a direct result of this proposed development. Public services currently service surrounding subdivisions and the new Ruppel Road elementary/middle school is being constructed by the Boys and Girls Club, only approximately 0.9 miles from this development. The addition of population to this area will be benefited by these services, and it is desirable to encourage appropriate development of properties located in close proximity to these public amenities.

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Telephone: 501-575-8264

ENGINEERING DIVISION CORRESPONDENCE

TO: Planning Commission Members
FROM: Brent K. O'Neal, P.E., Staff Engineer
DATE: June 15, 2005
SUBJECT: Oakbrooke Subdivision (R-PZD 05-1463)
Off-Site Assessments

The following is the Engineering Division's recommendation to the Planning Commission for off-site assessments:

1. RUPPLE ROAD ALONG SUBDIVISION FRONTAGE:

The developer will be assessed for improvements along the Ruppel Road frontage along Ruppel to include: street 14' from center line, curb and gutter, sidewalk at the right-of-way per the master street plan, and storm drainage. The developers engineer is to provide a cost estimate for review by the Engineering Division.

2. BRIDGE OVER HAMESTRING CREEK:

The Engineering Division recommends that this subdivision be assessed for a percentage of the construction costs to construct a bridge over Hamestring Creek. The following is a rational nexus calculation for this offsite improvement:

Approximate Ruppel Road Bridge dimensions:

Length - 150 L.F.; Width - 56'; Surface Area of Decking - 8,400 s.f.

Projected Traffic from development - (109 Lots * 9.57 vpd/lot) - 1043 vpd

Assume 50% of vehicle trips will use Ruppel - 521.5 vpd

Assume 50 % of vehicle trips using Ruppel go north - 260.75 vpd

Minor Arterial traffic capacity = 14,800 vpd

% Traffic from development = 1.76%

Phase II 41 lots
- 393 vpd
- 196.5
- 98.25
0.6620

Hamestring Creek Bridge Costs:

8,400 s.f.(\$50.00/s.f.) = \$420,000.00

Hancock Estates Subdivision Percentage of Costs:

$$\frac{0.0176}{100}(\$420,000.00) = \$7,399.66$$

$$= 2788.17$$

Therefore, the Engineering Division recommends that Oakbrooke Subdivision Ph. 1 be assessed \$7,399.66 for the future Ruppel Road Bridge across Hamestring Creek.

3. SUMMARY OF RECOMMENDATIONS:

A. Ruppel Road Assessment: Cost estimate to be provided by developers engineer for review.

B. Offsite Assessment for Ruppel Road Bridge over Hamestring Creek:

\$7,399.66



PC Meeting of June 27, 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: June 22, 2005

ITEM #: R-PZD 05-1463 (Oakbrooke I)

BACKGROUND:

Requirements Submitted:

✓	Initial Review with the Landscape Administrator
✓	Site Analysis Map Submitted
✓	Site Analysis Written Report Submitted
✓	Complete Tree Preservation Plan Submitted

Canopy Measurements:

Total Site Area	
acres	20.85
square feet	908,064
Existing Tree Canopy	
acres	8.04
square feet	350,021
percent of site area	38.5%
Existing Tree Canopy Preserved	
acres	4.88
square feet	212,361
percent of total site area	23.4%
Percent Minimum Canopy Required	25%

FINDINGS:

The desirability of preserving a tree or group of trees by reason of age, location, size or species.

The majority of mature, healthy trees located on this site are within the existing ravine/draw that drains from the southeast to the northwest. There are many very large, old oak trees located in this area, ranging in size from 18" to 60" in tree caliper size. These trees are in good health, and are sited on fairly steep terrain, which allows better opportunity for preservation, due to the difficult nature of developing this area. This area drains into Hamestring Creek, and preserving these trees will help maintain a high level of water quality draining from this development. The desirability of preserving such a large grouping of mature oak trees is very high, and staff has worked hard with the developer to ensure continued protection of these trees.

Whether the design incorporates the required Tree Preservation Priorities.

The design does incorporate the minimum requirements for tree preservation priorities. Staff has worked with the applicant to maintain a canopy percentage as close to the 25% preserved as possible. The preserved canopy falls just below that, to 23%, although this includes removal of canopy within the interior of lots that will not actually be removed with the construction of the subdivision.

The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

Environmental degradation would occur as a result of removal of the trees that are currently shown to be preserved. Though some large trees will be removed with this development, a large grouping of mature oak canopy will be retained.

The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

Most of the canopy is located interior to the property, thus adjacent property owners would not be greatly impacted. However, if all canopy within this ravine were removed, there would likely be significant erosion problems, causing downstream problems in the future.

Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

Alternative construction methods have not been proposed.

Whether the size or shape of the lot reduces the flexibility of the design.

The size and shape of this site does not hinder design flexibility to a great degree.

The general health and condition of the tree or group of trees, or the presence of any disease, injury or hazard.

The general health of the grouping of trees on this property is good. There is not a noticeable sign of disease present.

The placement of the tree or group of trees in relation to utilities, structures, and use of the property.

The majority of trees shown for preservation will be retained in lot 110, which is intended to be preserved as an open space and a tree conservation area. With the exception of storm drainage, which will continue the natural drainage through this ravine, no other utilities are proposed through the preservation area. No structures are proposed, and the use of the property will perpetually be for open space enjoyment.

The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

The majority of existing trees are to be removed for the installation of utilities and streets.

Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

Roads and utilities have been designed as best as possible with relationship to the existing topography and tree canopy.

Construction requirements for On-Site and Off-Site Alternatives.

N/A

The effects of proposed On-Site Mitigation or Off-Site Alternatives.

On-site Mitigation is desired, with a total of 68 2-inch large species trees to be planted. A detailed street tree planting plan will be required, and all ordinance requirements adhered to for Residential On-site Mitigation, prior to Final Plat.

The effect other chapters of the UDO, and departmental regulations have on the development design.

N/A.

The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations:

N/A

The impact a substantial modification or rejection of the application would have on the Applicant

Staff recommends this plan be forwarded to the Planning Commission.

Recommendation:

Staff recommends forwarding the Tree Preservation Plan associated with R-PZD 05-1463 to the Planning Commission, with conditions as listed below:

1. Based on current calculations, the developer shall be responsible for on-site mitigation to meet the Tree Preservation ordinance, in the amount of **(68) 2-inch caliper large species trees**. A planting plan, maintenance and monitoring plan, and associated three-year bonds to mitigate for the removal of excess tree canopy is required prior to Final Plat. If all trees can not be reasonably located on the property, with the approval of the Landscape Administrator, the difference shall be paid into the Tree Fund.
2. Mitigation trees shall be located throughout the site; a detailed tree planting plan shall be submitted at the time of final plat for review and approval by the Landscape Administrator.

3. Staff recommends that the Open Space/Tree Preservation Lot be provided with at least two points of pedestrian access, preferably between lots 89-90 and 102-103 (coordinate detention access/storm sewer easement). This access will allow pedestrian access only, with a sidewalk/trail from the street into this open space. While intended to be a conservation easement/open space, this area of mature tree canopy should be enjoyed by area residents and should not be entirely blocked off with the creation of lots. Staff does not expect the area to be developed as a public park; rather, to be utilized by this neighborhood for private passive recreation.

The following information is provided for the applicant's use in preparing an on-site mitigation plan:

Request for on-site mitigation

- 1) *Planting details and notes.* Planting details and notes shall be included on the tree preservation plan as set forth in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*.
- 2) *Preferred species.* All trees to be planted shall be species native to the region, when available, and selected from the list of preferred tree species set forth in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the landscape administrator.
- 3) *Placement of trees.* The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.

Residential On-Site Mitigation. Applicants requesting On-Site Mitigation for Residential Subdivisions shall comply with all the provisions of §167.04 I. 1-7, as well as the following:

- (a) The Applicant's Mitigation Plan shall meet or exceed the required number of Mitigation Trees based on the Forestation Requirements as set forth at §167.04 I. 4.
- (b) All Plans requesting Residential On-Site Mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the Applicant responsible for the health of all planted trees.
 - (i) Approval of a Plan requesting Residential On-Site Mitigation shall be contingent upon the Applicant depositing with the City an irrevocable Letter of Credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable Letter of Credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Landscape Administrator for approval.
 - (ii) Upon completion of the three year landscape establishment period, the Landscape Administrator shall inspect the site and determine whether ninety percent (90%) of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the City shall release the Letter of Credit.
 - (iii) In the absence of such a finding, the Applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the

Landscape Administrator. If the Applicant does not take remedial steps to bring the property into compliance, the City shall use the necessary moneys from the Landscape Establishment Guarantee to do so.

- (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
- (B) The Applicant shall establish a bona fide Property Owners Association with a Bill of Assurance and Protective Covenants sufficient to ensure the continued health and vitality of the mitigation trees within the subdivision. The Bill of Assurance and Protective Covenants shall be filed of record with the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and file-marked copies thereof shall be provided to the Landscape Administrator prior to Final Plat approval.
- (C) Developers requesting mitigation trees be planted along the street right of way of a Subdivision shall submit a street tree planting plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the Approved Street Tree Species List, or be otherwise specifically approved by the Landscape Administrator.
 - (i) The Applicant's Mitigation Plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of Mitigation Trees are planted.
 - (ii) The applicant shall submit an annual schedule of the initial structural pruning for all Mitigation Trees planted along street right of ways with the name and contact information of the International Society of Arboriculture (ISA) Certified Arborist or pruning service performing the work



The current owner of the property proposed as Oakbrooke is Tracy K. Hoskins of Paradigm Development, Fayetteville, AR.

The idea behind the Oakbrooke development is to create a neighborhood with an "old fashioned" character, as opposed to a typical "snout-house" subdivision. Oakbrooke will have homes available to a wider range of families from varied social/economic backgrounds. Large family homes will not over-power beginner, or more affordable homes. Interaction between diverse groups of residence is expected and encouraged.

Oakbrooke homes would be located forward on the lot to create an exterior neighborhood "room" in the street. Smaller side setbacks help create the exterior public space by decreasing the amount of negative space in the unused side yards. Homes will have usable front porches pulled close to sidewalks to encourage interaction among neighbors and create a buffer between the private residence and the public space of the street. Garages are located to the rear of the lots

to move the blank garage door "face" away from the home. Private space is created in the back yards using the garages as screening devices. Automobiles are moved from the front of the lot to the rear and paving is minimized by the insertion of green space within the drive. The homes in Oakbrooke say, "People live here, not cars".

All roads lead home in Oakbrooke. There are no "dead end" streets, but friendly access is given to all areas. Connectivity is supplied to all surrounding developments, both existing and future. Intersections and streets are designed to be as convenient to pedestrians as they are to automobiles. Sidewalks are located on both sides on the street to allow safe passage for pedestrians and interaction among friends. Spaces for public gardens and landscaping are included to create community pride among neighbors and to help establish a sense of "place" and arrival.

As with the surrounding developments, Oakbrooke will be a single-family residential neighborhood. However, Oakbrooke will strive for character which is lacking in nearby developments. By not using stock plans but specifically designing each home for each lot Oakbrooke strives to raise the standard of residential development in the Ruppel Road area. Maintaining existing trees is fundamental to the Oakbrooke Development. The flexibility to design around trees and land features requires smaller setback dimensions. Each home will have usable rooms in the front of the house as opposed to locating them to the rear. This gives the neighborhood "eyes on the street" and creates a safer and friendlier environment. Custom signage and street lighting will help establish the individual character of Oakbrooke.

Principle reasons for the PZD request are for smaller building setback dimensions and greater variety in the type of single family home offered.

Both water and sanitary sewer services are available to the site through the extension of existing 8" mains.

Tracy K. Hoskins
Paradigm Development
Fayetteville, Arkansas



PROTECTIVE COVENANTS AND RESTRICTIONS
FOR OAKBROOKE SUBDIVISION
FAYETTEVILLE, ARKANSAS

PRELIMINARY

Tracy K Hoskins (Developer) does hereby establish and create the following Protective Covenants, Restrictions and Architectural Control, which shall apply to all lots as shown on the recorded plat of the Oakbrooke, found in Plat Book ____, page ____.

BE IT KNOWN BY THESE PRESENTS, that whereas XXXXXXXXXX, trustee of the XXXXXXXXXX U/T/D DateXXXXXXXXXX, as owner and developer, do hereby enter the following covenants and restrictions:

DEFINITIONS

1. "Property" shall mean all the real property and improvements that are subject to these Covenants and Restrictions.
2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title in any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.
3. "Lot" and "Lots" shall mean and refer to any parcel of land shown upon any recorded Plat of the Property upon which there has been or may be constructed a single-family residence.

PROPERTY AND LOT RESTRICTIONS

1. GENERAL LIMITATIONS: The subdivision and building codes of the City of Fayetteville, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to the Property. All dwellings, buildings, fences, walls, structures, storage buildings, swimming pools, and improvements of every kind shall comply with said ordinances as they exist on the date of their construction. Any conflict between City ordinances and the provisions of these Protective Covenants shall be resolved in favor of the more restrictive provision. Building, architectural, and design specifications shall be in accordance with the regulations set forth in the Fayetteville Zoning Ordinance designated R-PZD (Residential).
2. SINGLE-FAMILY RESIDENTIAL LAND USE AND BUILDING, TYPE: Lots shall only be used for single-family residential purposes. "Single Family" means one or more persons occupying a single dwelling, provided that unless all such persons are related by blood, marriage or adoption, no such family shall contain over three persons. No structure shall be erected on any Lot which exceeds three stories in height. No mobile or modular housing shall be placed on any lot.
3. MINIMUM SQUARE FOOTAGE: All dwellings shall be a minimum of 1,200 square feet of heated floor space (excluding garage), for single family detached homes; and 1000 square feet of heated floor space for single family attached homes. Lots numbered _____ through _____ shall be a minimum of 1600 square feet of heated floor space. Lots numbered _____ through _____ shall be a minimum of 2000 square feet of heated floor space. Lots numbered ____ and ____ shall be a minimum of 2500 square feet of heated floor space.
4. GARAGES: Each dwelling shall have a garage for a minimum of two (2) cars with dimensions of not less than twenty (20) feet by twenty (20) feet. No carports will be allowed. Garage openings may face a public or private street; however, garage doors must be of decorative type i.e. "carriage". All garages, whenever possible should be detached and located to the rear of the lot, as close to the rear property setback as possible. Under special conditions, this covenant may be modified by the OAC (Oakbrooke Architectural Committee).
5. YARD SPACE RESTRICTIONS AND BUILDING LOCATION: The most forward point on the front

of the house, inclusive of porches, shall be constructed at the property's front building setback line. Under special conditions, this covenant may be modified by the OAC.

6. **ROOFS:** All structures constructed on the Property must use tile, wood shake or 30-year composition architectural shingles, and must have a minimum of a 4/12 pitch. Any roof less than a 4/12 pitch, and metal roofing must be approved by the OAC.

7. **EXTERIORS:** The foundations of all structures must be at least 80% brick or stone, or other natural materials. All chimneys are encouraged to be brick, stone, or stucco. No vinyl, metal, or Exterior Insulation and Finish Systems (EIFS) will be permitted. Though vinyl windows are permitted, the OAC encourages the use of wood type windows. Finish floor elevation must be a minimum of eighteen inches (18") above finished grade at the front of the structure, exclusive of garages.

8. **ARCHITECTURAL CONTROL:** No ranch, contemporary, modern, a-frame, log, or gambrel style structures will be permitted. Oakbrooke is considered to be a traditional Americana neighborhood with an emphasis on **TRADITIONAL AMERICAN STYLING; CRAFTSMAN STYLE BUNGALOWS AND AMERICAN TUDOR HOUSES ARE ENCOURAGED.**

All floor plans, elevations, specifications, plot plan showing the orientation of any structure, driveway and sidewalks, contractor, and proposed materials and colors must be submitted and approved by Tracy Hoskins representative, Oakbrooke Architectural Committee, prior to starting construction. The OAC will have 10 business days to approve the project or require modifications. The OAC again will have 10 business days to respond each time documents, or revisions, are submitted. Once construction commences, revisions are discouraged, and must be approved by the OAC. The OAC will keep in its file the original plans and specs as reference material. The submitted documents WILL NOT be returned to the applicant.

Post certificate of occupancy; any modification of the exterior of the home must be approved by the OAC, including any color changes.

9. **YARDS / LANDSCAPING:** All yards shall be fully sodded in front and in back within sixty (60) days of a certificate of occupancy being issued by the City of Fayetteville. All dwellings shall be landscaped with a landscaping package that is appropriate in design and color for the design of the dwelling.

10. **LOT MAINTENANCE:** All Lots shall be kept in a sanitary and attractive condition, and the Owner or occupant shall keep all weeds and grass thereon cut and neatly maintained and shall in no event use any Lot for storage of material or equipment except for normal residential purposes (except for during construction of residences or other structures.) Construction sites shall be kept neat, safe, and clear of debris at all times. Construction materials should be kept to the rear of the lot, obstructed from view, whenever possible. No burning of garbage, trash, or refuse is allowed (Except for during construction of residences or other structures and with the approval of the Fayetteville Fire Department).

11. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

12. **HOME OCCUPATIONS, OFFENSIVE USES OR COMMERCIAL USES:** Home occupations, as defined and set forth in the ordinances of the City of Fayetteville, shall be allowed only with prior approval of the OAC. Further, no activity which may become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of any Owner of a Lot or which degrades property values or distracts from the aesthetic beauty of the property shall be conducted thereon. No repair work, dismantling, or assembling of any motor vehicle or boat shall be done on any Lot unless in a fully enclosed garage or other structure, not in view from adjoining Lots or streets, and if only for noncommercial purposes. Further, no part of any Lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing,

mercantile, storing, vending or other such nonresidential purpose. No childcare businesses to be allowed if more than four (4) unrelated children are involved. This area is for residential purposes only.

Temporary lemonade stands are encouraged!!!

13. **STORAGE OF AUTOMOBILES, BOATS, TRAILERS, OTHER VEHICLES AND EQUIPMENT:** No automobiles, boats, trailers, motor homes, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, cap rigs off trucks, or boat rigging shall be parked or stored permanently or semi-permanently on any public street right-of-way, yard area, or on driveways. Permanent or semi-permanent storage of such vehicles or items must be completely screened from public view either within the garage or behind a solid fence. For the purposes of these Protective Covenants, the phrase "semi-permanent" shall be defined as remaining on or about the same Lot without offsite movement for forty-eight or more consecutive hours. No eighteen wheel vehicles or any other vehicle requiring a commercial driver's license may be parked on any public or private street or any portion of any Lot except to deliver merchandise or materials to residents or construction sites.

14. **VISUAL SCREENING:** All clotheslines, equipment, garbage cans, woodpiles, refuse containers, storage piles, and household projects such as equipment repair shall be screened by fencing, so as to conceal them from view of neighboring Lots or streets. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the Lots and not allowed to accumulate thereon.

15. **TEMPORARY STRUCTURES:** No trailer, tent, shack, garage, barn, recreational vehicle, mobile home, or other outbuilding shall be placed, constructed, erected or allowed to remain on a Lot if it is being used for human habitation either temporarily or permanently.

16. **STORAGE BUILDINGS:** No detached outbuildings may be constructed without prior written consent of the OAC. If consent is granted, detached storage buildings may only be placed to the rear of the house, no closer to side lot line than the sides of the house and be a minimum of twenty (10) feet from the rear yard line, and must be enclosed inside privacy fence. All storage buildings shall use same roof and wall materials as used on the house.

17. **FENCES:** Fencing of front yard is prohibited, other than decorative fences or landscape walls, not to exceed thirty-two inches above finished grade. No fence shall be erected that is closer to the street than five feet behind the front main façade. No fence shall be erected on an adjoining side street that is closer to the street than three feet behind the interior edge of the sidewalk. Chain link or wire fencing shall be permitted only with prior approval from the OAC. All wire fencing must be screened by landscaping when visible from any street. All wood privacy fences shall have the good side turned toward the outside of the lot. That is, the framework that supports the fence is to be facing inward toward the back yard. No privacy fencing shall exceed four feet in height. Any fencing, walls, or landscape walls located between the street and structure must be constructed of brick or stone (complementary of the structure), and must be approved by the OAC.

18. **SATELLITE DISHES:** All satellite dishes limited to eighteen inches in diameter shall be placed to the rear of the residence, no closer to side yard than the rear of the house and must be enclosed in privacy fence. Basketball goals are restricted to back yards only.

19. **HEATING AND COOLING DEVICES:** No structure on any Lot shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from the street or adjoining Lots (this restriction does not apply during the construction of the structure).

20. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes.

21. **EASEMENTS SIDEWALKS AND DRIVES:** Easements for installation and maintenance of utilities, tree preservation, and drainage facilities are reserved as shown on the recorded Plat. No incinerator structures, buildings, or similar improvements shall be built or maintained within the area of the any easements. Owners are hereby put on notice that any structures, fencing, driveways, sidewalks, or plant material, in the easements are subject to removal at the expense of the Owner(s) of the Lot on which the structure, fencing, driveways, sidewalks, or plant material is located. In effort to minimize curb cuts common drive entries are encouraged. Curb cuts for driveways shall not exceed twelve feet in width. Each individual lot owner shall construct a four foot wide sidewalk, six feet from the back of curb. Sidewalks shall be of a light broom finish with expansion joints four feet on center. Driveways shall be concrete strip type with a minimum three foot green space down the center. Green strip shall begin immediately behind the side walk and continue to the front primary wall of the structure. Driveways may be solid with no green strip from the street to the sidewalk, and beyond the front main wall of the structure. See attached drawing "A". Sidewalks from the entry stoop of the structure shall be built to the public sidewalk and shall be a minimum of three feet wide.

22. **MAILBOXES:** Mailboxes will be installed upon each property. The particular design shall be designated by the OAC.

23. **NO LIABILITY:** Tracy Hoskins, the Developer, the OAC, nor any other Owner shall be liable for damages to anyone submitting plans and specifications for approval, or to any Owner of a Lot affected by these Protective Covenants by reason of a mistake in judgment, negligence, or disapproval or failure to approve or disapprove any such plans and specifications and no approval or required modification of plans and specifications submitted shall be considered a warranty of any nature whatsoever pertaining to the suitability of such plans and specifications. Every person who submits plans and specifications for approval agrees that no action or suit for damage will be brought against Tracy Hoskins or the OAC, its members, assigns, or any Owner(s).

24. **DURATION OF COVENANTS:** These Protective Covenants shall run with the land for a minimum period of thirty (30) years, and shall be automatically extended for successive periods of five (5) years without further action unless terminated by a Vote of a majority of the Owners of Lots in the Property. Each lot owner will have one vote for each lot owned. The developer shall have five votes for each lot owned.

25. **SEVERABILITY:** Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, otherwise, shall not invalidate or affect any of the covenants and restrictions, or any part thereof, set forth herein, but they shall remain in full force and effect.

26. **BINDING EFFECT AND AMENDMENT OF COVENANTS:** All Owners shall be deemed to have agreed and covenanted with the Owners of all other Lots within the Property, and with their heirs, successors, and assigns to conform to, and observe the restrictions, covenants, and stipulations contained herein.

27. **OAKBROOKE PROPERTY OWNERS ASSOCIATION:** The Oakbrooke POA is responsible for the upkeep, maintenance, and repair of drainage easements, private streets, landscape islands and walls, common area sprinkler systems, tree preservation areas, and any common areas or green spaces. Each lot owner will be assessed and annual fee of \$_____, due and payable by January 10th of each year. The Developer shall be the director/overseer of the POA until such time, that by majority vote of the property owners, another is appointed. Again, each lot owner will have one vote for each lot owned. The developer shall have five votes for each lot owned.

IN WITNESS WHEREOF this instrument has been executed this _____ day of

Owner/Developer

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF WASHINGTON)

On this day, before me personally appeared XXXXXXXX, to me personally known, who acknowledge that he is the trustee of his respective trust, and that he, as such trustee, being authorized so to do, has executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this ____ day of _____, _____.

Notary Public

My Commission Expires:

Miltholland Company

Engineering & Surveying

Melvin L. Miltholland, PE, PLS

Thomas M. Jefcoat, RLA, REM, CPESC

** Applicant's Response to Items
Addressed at the Subdivision
Committee Meeting.*

REGISTRATIONS:

PE: AR, MO

PLS: AR

RLA: AR

C.12.
R-PZD 05-1463 Oakbrooke
Page 40 of 52

June 17, 2005

Project No. E-744

FAYETTEVILLE

125 West Mountain

Fayetteville, Arkansas 72701

ATTN: Suzanne Morgan, Planning Division

RE: Oakbrooke Subdivision, Phase I, R-PZD 05-1463

Dear Suzanne:

The following responses are provided base on comments received at Subdivision Committee Level review, June 16th. Also attached are 26 copies of the R-PAD Plat, revised for continued process approval to the Planning Commission.

Staff requests that the applicant clarify whether Use Unit 2 (City-wide use by conditional use permit) is requested as shown on the plat, and if so, on which lots. The applicant may wish to consider Use Unit (Home Occupations).

At this point of design/planning development, the applicant is not sure which lots may require a conditional use permit in the future and therefore respectfully ask for without designation of specific lots. As for Home Occupations, while not likely, we will add as could certainly become a possibility. Thank you.

Conditions to Address/Discuss

Planning -

1. Planning Commission determination of the requested waiver of the City's Street Design Standards:

- a. Street E radius - 100 feet; the required minimum is 150 feet
- b. Street B radius - 75 feet; the required minimum is 150 feet

Staff has evaluated the proposed waivers and finds the measures taken to ensure traffic safety are in accordance with the city's expectations; staff recommends approval of the requested waivers.

Staff's support and recommendation of approval are appreciated and desired. Thank you.

Miltholland Company

Engineering & Surveying

Melvin L. Miltholland, PE, PLS

Thomas M. Jefcoat, RLA, REM, CPESC

REGISTRATIONS:

PE: AR, MO

PLS: AR

RLA: AR

2. **The developer shall be responsible to pay an assessment for improvements along the frontage of Ruppel Road to include 14' street from centerline, curb and gutter, a 6' sidewalk at the right-of-way per Master Street Plan requirements, and storm drainage. The developer's engineer shall provide a cost estimate to the Engineering Division for review and approval prior to Planning Commission consideration.**

An engineer's cost estimate for required improvements along Ruppel Road has been provided to the City's Engineering Division for the entire project (two entrances onto Ruppel Road for both project Phases) in previous submitted documentation for approval of the entire project. The cost estimate has subsequently been broken down by proportional rationalization and is submitted for processing of Phase II. The following is provided.

The cost estimate previously provided, dated April 8th, should be split between the two development phases thus:

Phase II \$15,900

Phase I \$ 4,749

3. **Planning Commission determination of offsite assessments. Staff recommends that the developer shall be proportionately assessed for the future construction of a bridge on Ruppel Road in the amount of \$7,399.66 based on the projected impact of the development upon this infrastructure. (See attached memo from Engineering).**

Acknowledged.

4. **A temporary cul-de-sac and access easement shall be constructed and shown on the plat at the north end of "Street C" to provide for sufficient turn-around for emergency vehicles. The radius of said temporary cul-de-sac shall meet City requirements. The developer's engineer shall submit a cost estimate to the Engineering Division for construction of the portion of street, curb and gutter, sidewalk, and storm drain within the temporary cul-de-sac prior to Planning Commission consideration.**

The plans have been revised to indicate a cul-de-sac. While this may be considered a temporary cul-de-sac, construction will be preformed as if permanent. On recent similar temporary cul-de-sac assessments (Bridgedale, Phase I) the figure \$5,500 has been used, to which we are in concurrence. However, this cul-de-sac will require some additional drainage work for which the following cost is provided.

Sidewalk, curb & guttering, roadway and drive resurfacing - \$5,500

Additional drainage structure and pipe - \$2,700

The estimated construction cost for street extension (remove temporary cul-de-sac) would total \$8,200.

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Miltholland Company

Engineering & Surveying

Melvin L. Miltholland, PE, PLS

Thomas M. Jefcoat, RLA, REM, CPESC

REGISTRATIONS:

PE: AR, MO

PLS: AR

RLA: AR

5. **Staff recommends off-site improvements at the intersection of Newbridge Road and "Street A" to include the widening of the constructed portion of "Street A" from a 24' wide street to a 28' wide street. No other off-site improvements are required except for an assessment for road improvements along the subject property frontage of Ruppel Road and a bridge assessment. Staff finds that the improvement to this intersection meets the rough proportionality test.**

There is no rough proportionality test here, the Owner/Developer is paying for the entire improvement. Our Client, Tracy Hoskins, feels that this is a correction for a mistake, inadvertency of the City. The roadway in question was reviewed and approved by staff and was constructed, accepted by the City approximately 4-6 month ago. This is a new roadway that was inadvertently built undersized for future use per City standards. Our client does not feel that it is his responsibility to correct the problem at his expense.

However, spirit of cooperation, our client is willing to have the improvement made part of the development design and the cost of the correction be an expense of the City. The Planning Commission's decision in this matter is appreciated. Mr. Hoskins does not want to delay the approval processing of this project waiting for City Council approval of this expenditure, but would hope that the issue could be separated and contingent if the widening of the short section of roadway is considered necessary at all.

6. **Please verify if there is an existing public access or utility easement along the south side of the property prior to submittal of the final plat. Should there be an existing easement that must be vacated in order to utilize the property for single family development, it shall be vacated prior to application of the final plat.**

Acknowledged. This is not a public access or utility easement. See previous owner's deed contained in previously submitted documents, also find attached herewith.

7. **A property line adjustment to create a legal tract of land on which this R-PZD is proposed shall be filed prior to Planning Commission consideration of this project.**

A Property Line Adjustment application is be processed by Staff in tandem with this project phasing. Filing will be accomplished immediately upon receipt of Staff approval.

8. **All development shall meet applicable building codes for separation and other ordinances of the City of Fayetteville.**

Acknowledge.

Miltholland Company

Engineering & Surveying

Melvin L. Miltholland, PE, PLS

Thomas M. Jefcoat, RLA, REM, CPESC

REGISTRATIONS:

PE: AR, MO

PLS: AR

RLA: AR

9. **Allowed uses in this R-PZD shall be restricted to Use Unit 1: City-wide Uses by Right and Use Unit 8: Single Family Dwellings for lots 1-28 and 80-109; and Use Unit 8: Single-family Dwellings, Use Unit 9: Two-family Dwellings, and Use Unit 10: Three-family Dwellings - Townhouse development, for those lots with a zero side building setback. Staff requests that the applicant clarify the permitted uses for each lot on the plat, requests clarification as to which lots Use Unit 2 and 4 apply, and suggests that Use Unit 24: Home Occupation be considered as a permitted use for all or some of the proposed lots.**

Acknowledged and agree. Lot numbering has changed since this project is being presented in phases, therefore some lot numbering has changed. The new numbering agree with the request.

10. **The maximum number of dwelling units is 68 units.**
That is correct.

11. **Lots shall be renumbered such that lots 1 through 69 are contained within this preliminary plat. The building setback chart and notes on the plat shall be updated to show the revised lot numbers. The plat shall also be modified to dimension right-of-way from the centerline of Ruppel Road per Master Street Plan requirements.**

The lots have been renumbered and the plat charts, notes updated.

The right-of-way dimension from the centerline of Ruppel Road per Master Street Plan has been added to the plat.

12. **The applicant shall clearly specify the type of garages, driveways, and build-to (setback) requirement for this development on the plat. This will convey the intent of the development within this R-PZD and allow for staff to appropriately evaluate building permits submitted for these lots.**

A note for clarification and understanding has been added to the plat.

13. **The density in Note 12 on the plat shall be revised (68 units/20.882 + 3.26 units per acre).**

The density indicated in Note 12 has been corrected to indicate 3.26.

14. **Include all bulk and area information on the plat (i.e. height, buildable area, etc.).**

This information is added to the plat.

15. **The lot reserved for open space and tree conservation shall be the responsibility of the Property Owner's Association.**

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Melvin L. Milholland, PE, PLS

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The area indicated on the plat as Lot 69 (formerly numbered 110) is rename Open Space and Tree Preservation. Conservation is the wrong indication. Maintenance of the Open Space will be the responsibility of the POA.

16. **Payment of Park fees in the amount of \$37,740 shall be paid prior to the application of signatures to the final plat.**

Acknowledged.

17. **Based on current calculations, the developer shall be responsible for on-site mitigation to meet the Tree Preservation ordinance, in the amount of (68) 2-inch caliper large species trees. A planting plan, maintenance and monitoring plan, and associated three-year bonds to mitigate for the removal of excess tree canopy is required prior to Final Plat. If all trees can not be reasonably located on the property, with the approval of the Landscape Administrator, the difference shall be paid into the Tree Fund.**

The area configuration of the detention facility is being adjusted as part of the construction plan to preserve additional existing canopy. Therefore the current calculations are going to be (will need to be) adjusted resulting in lowering the amount of mitigation required (number of trees to be planted on-site). A general planting plan is developed based on the current calculations, indicating tree planting within green-space along road right-of-ways. It is our understanding that trees can be planted under existing canopy, within the Open Space and counted toward mitigation. Therefore there will be ample area for plantings. It is not clear how this adds to existing canopy area but plantings under existing canopy is allowed. Maintenance and monitoring guidelines, etc. have been added as Note 15 to the Tree Preservation Plan.

18. **Mitigation trees shall be located throughout the site; a detailed tree planting plan shall be submitted at the time of final plat for review and approval by the Landscape Administrator.**

It is assumed that this now means that an "As-Built" or "As-Installed" planting plan is required at the end of construction. This must also mean that there will be a Final Inspection and Certification as with other public service installations.

19. **Staff recommends that the Open Space/Tree Preservation Lot be provided with at least two points of pedestrian access, preferably between lots 89-90 and 102-103 (coordinate detention access/storm sewer easement). This access will allow pedestrian access only, with a sidewalk/trail from the street into this open space. While intended to be a conservation easement, as indicated in the latest correspondence, this area of mature tree canopy should still be**

page 5

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Thomas M. Jefcoat, RLA, REM, CPESC

REGISTRATIONS:

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enjoyed by area residents and should not be entirely blocked off with the creation of lots. Staff does not expect the area to be developed as a public park; rather, to be utilized by this neighborhood for private passive recreation.

The intention expressed by staff are not without merit, but as with any privately held land the Owner/Developer, and/or the POA does not feel that they should be placed in a liable situation by installing sidewalks or pathways that are enticements that invite the public onto their land. Members of the POA, landowners of the subdivision may elect to utilize their land in many different way and is their place to do so. The Owner/Developer, Tracy Hoskins, has expressed on several occasions that if the City wants this area to be utilized as Open Area available for access by the General Public, then he will be willing to donated it as Park Land, but not at the expense of being penalized for loss of tree canopy. There are questions and issues concerning this double enforcement, double penalization to the developer that Mr. Hoskins is hopeful that the Planning Commission can satisfactorily resolve.

Standard Conditions of Approval: 20 through 24.

Acknowledged and acceptable.

Engineering -

Rupple Road Along Subdivision Frontage

Acknowledge, see information provided above.

Bridge Over Hamestring Creek

Acknowledge, and agree.

Landscape Administrator -

1. Tree canopy calculations and mititgation

Reference response Planning No. 17 above

2. Mitigation

Reference response Planning No. 18 above

3. Open Space and Tree Preservation Lot issues

Reference response Planning No. 19 above

Milholland Company

Engineering & Surveying

Melvin L. Milholland, PE, PLS

Thomas M. Jefcoat, RLA, REM, CPESC

REGISTRATIONS:

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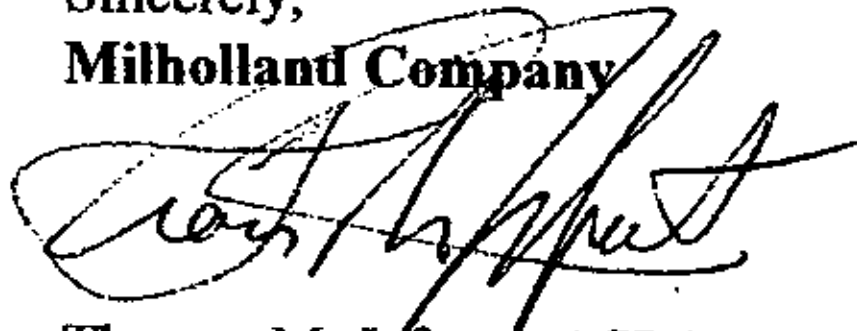
The Owner/Developer, Tracy Hoskins, will provide additional responses and addressing these and other issues under separate cover.

Should Staff or the Planning Commission require supporting information or have additional questions please advise prior to the Planning Commission so that adequate preparation can be given.

Your assistance and cooperation on this project are appreciated as always by MCO.

Sincerely,

Milholland Company



Thomas M. Jefcoat, ASLA
Senior Projects Manager

cc: Tracy Hoskins

April 16, 2005

Suzanne Morgan
113 West Mountain Street
Fayetteville, AR 72701

RECEIVED
APR 19 2005
PLANNING DIV.

Ms. Morgan

Recently a rezoning poster was placed near our residence and I am confused by the description of the rezoning. The notice, RPZD 05-1463, states a new area, Oakbrook, consisting of 95 single family homes is to be built on 10.47 acres.

I did not see how this could be done and went to the planning office to see the file. Not knowing much about new developments I looked at the file but I am still confused. The Oakbrook plat showed 100+ houses and covered many more acres than the listed 10.47 acres. It also included a five acre plot that is adjacent to our home. It is this five acre section that concerns me. Is this five acres part of the area to be rezoned, again? The sign does not state this.

The adjacent land (five acres) was recently re-zoned four houses to the acre, a change we did not wish but did not protest. Now I am seeing many more than that in the drawing and some divisions that in my opinion can not be single family. In addition, if you are not aware, there were land restrictions placed on the said five acres and the recent buyer was aware of these prior to the sale. I have enclosed a copy of the restrictions that were filed with the said property. The drawings I looked at give the appearance that these restriction are being compromised if not ignored.

Could you please shed some light on this "new development"? The lady that showed me the file said the original date for the sub-planning meeting, April 14, was postponed for some unknown reason.

I can be reached by mail at the address below, at work at 479-575-6886, or by email at lberry@engr.uark.edu. Thank you for any help you can give.


Loren Berry
1801 Ruppel Rd.
Fayetteville, AR 72704

AMENDED AGREEMENT OF LAND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That we, **O. E. Luttrell and Martha Kay Luttrell, Co-Trustees of the O.E. and Martha Kay Luttrell Living Trust**, being the owners of Tract A as shown on Exhibit "A" attached hereto and made a part of hereof, and **Loren E. Berry and Wilma J. Berry, husband and wife**, being owners of Tract B as shown on stated attached Exhibit "A", hereby amend the restrictive covenants set out in an Agreement dated July 15, 1996 and recorded on July 16, 1996 as Washington County, Arkansas land document #96044428 as they pertain to the properties described on said Exhibit "A" as follows:

No residential multifamily , commercial, warehouse, industrial, or agricultural zoning shall be allowed.

Any single family home dwelling constructed on Tract A must have a minimum heated and cooled living space of 1600 square feet.

Further, at least 40% of the homes of Tract A must be a minimum heated and cooled living space of 2000 square feet. Of this 40%, two homes must be a minimum heated and cooled living space of 2500 square feet. These referenced 40% larger homes shall be located on the easternmost portion of the Tract A.

The original covenants and restrictions dated July 15, 1996 and recorded July 16, 1996 as land document #96044428 shall be replaced in their entirety with this document. Any additional provisions outlined in the original covenants shall be null and void.

WITNESS, our hands and seals this 12th day of March, 2005.

The O.E. and Martha Kay Luttrell Living Trust

O.E. Luttrell
O.E. Luttrell, Co-Trustee

Martha Kay Luttrell
Martha Kay Luttrell, Co-Trustee

Loren and Wilma Berry, Husband and Wife

Loren E. Berry
Loren E. Berry

Wilma J. Berry
Wilma J. Berry

ACKNOWLEDGEMENT

State of Arkansas)
County of Washington)SS

On this day, before me, a Notary Public, duly commissioned and acting, appeared in person the within named O.E. Luttrell and Martha Kay Luttrell, to me personally known as the Co-Trustees of the O.E. and Martha Kay Living Trust, and Loren E. Berry and Wilma J. Berry, to me personally well known as the grantors in the foregoing instrument and who stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 12th day of March, 2005.

Cody Murrow
Notary Public

My commission expires: 12-1-14

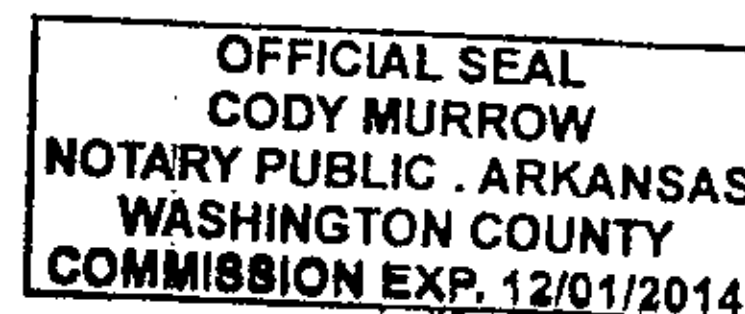


EXHIBIT "A"

Tract A:

A part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 1, T-16-N, R-31-W, Washington County, Arkansas, being more particularly described as follows: Beginning at a point 757.80 feet East and 60.00 feet North of the SW corner of said 80.00 acre tract; thence North 643.00 feet; thence East 361.20 feet; thence South 253.00 feet; thence West 28.45 feet; thence South 390.00 feet; thence West 332.75 feet to the point of beginning, containing 5.077 acres, more or less.

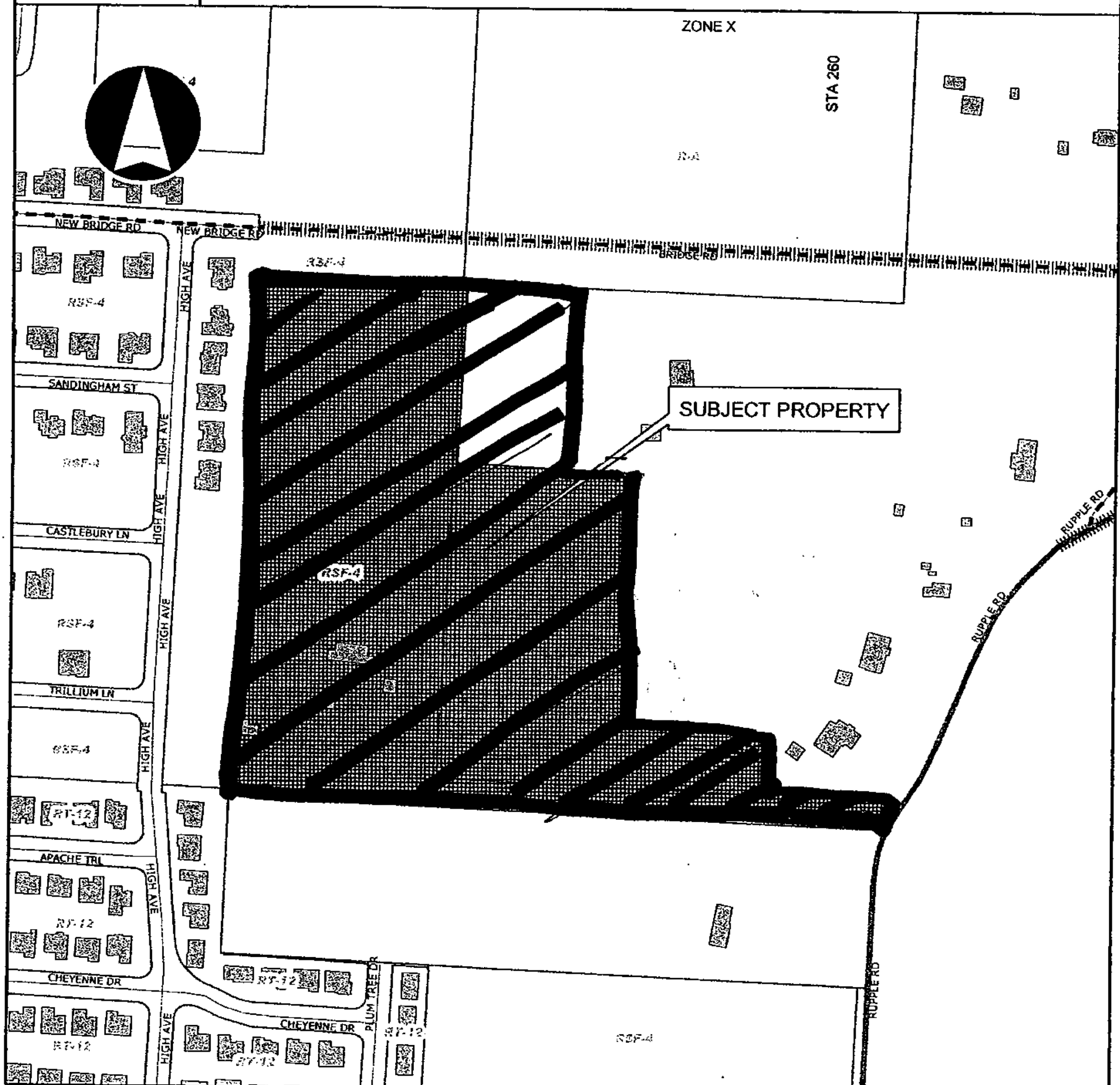
Tract B:

A part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 1, T-16-N, R-31-W, Washington County, Arkansas, being more particularly described as follows: Beginning at a point 229.45 feet West and 302.10 feet North of the SE corner of the SW $\frac{1}{4}$ the SE $\frac{1}{4}$ of said Section 1; thence North 147.9 feet; thence East 415.85 feet; thence S 22°10' W, 211.07 feet; thence N 82°00' W, 338.35 feet to the point of beginning containing 1.5 acres more or less.

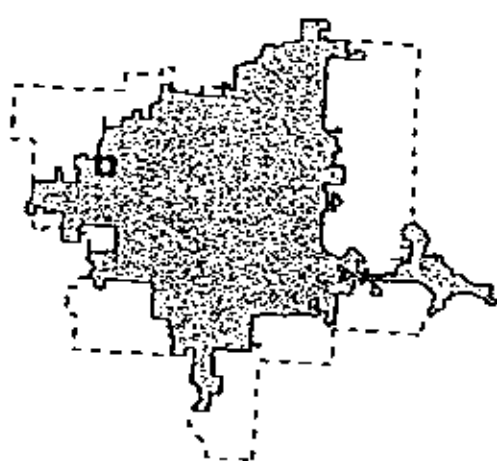
R-PZD05-1463

Close Up View

OAKBROOKE S/D



Overview



Legend

R-PZD05-1463

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

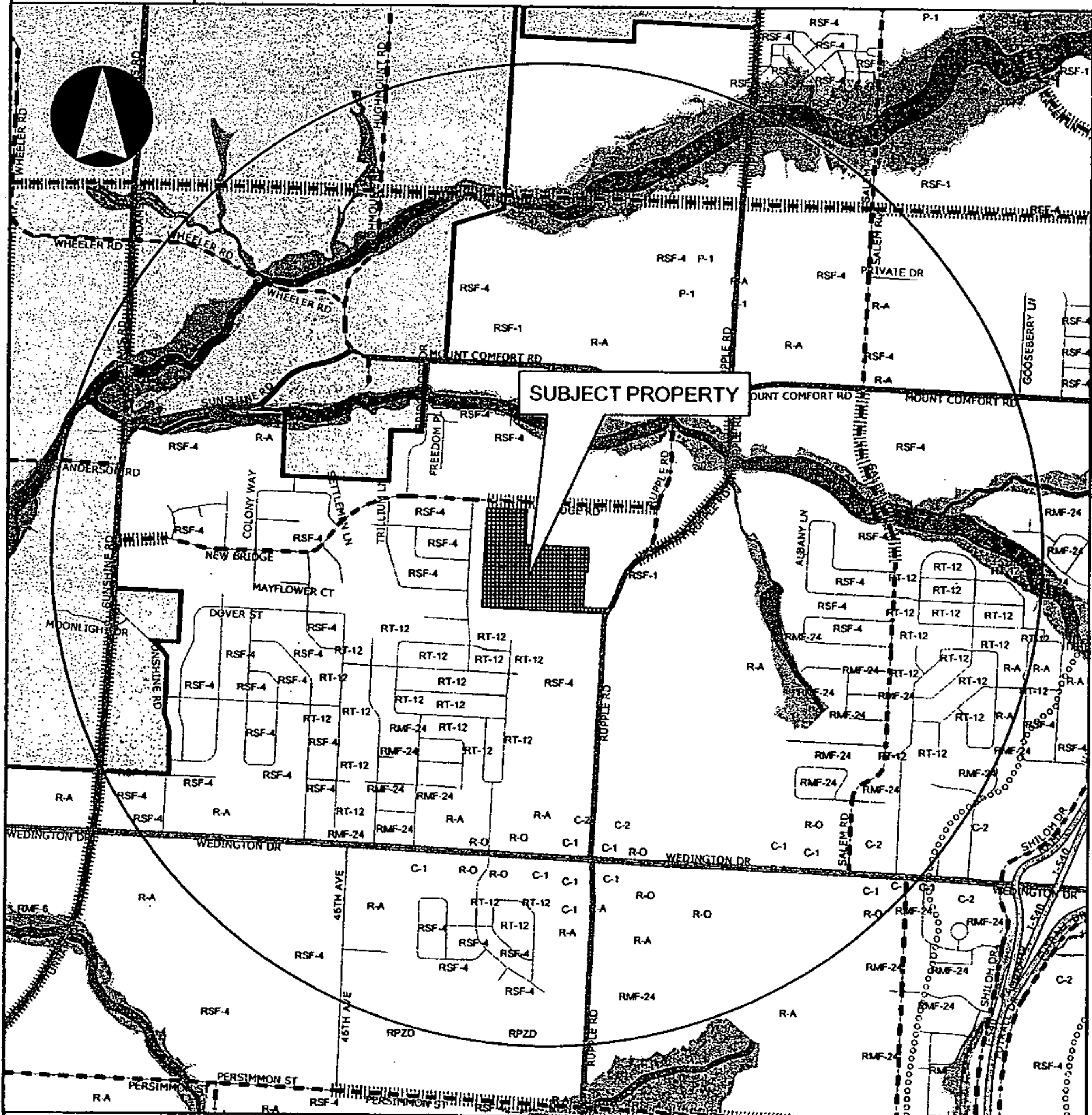
Outside City



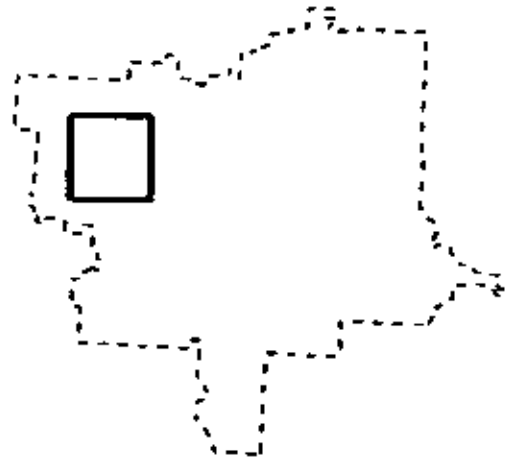
R-PZD05-1463

OAKBROOKE S/D

One Mile View



Overview



Legend

Subject Property
R-PZD05-1463

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.12.
R-PZD 05-1463 Oakbrooke
Page 52 of 52

19-Jul-05

City Council Meeting Date

Jeremy Pate

Submitted By

Planning

Division

Operations

Department

Action Required:

R-PZD 05-1463: (Oakbrooke PH I, 361): Submitted by MEL MILHOLLAND for property located WEST OF RUPPLE RD AND EAST OF BRIDGEPORT PHASE II. The property is zoned RSF-1, RESIDENTIAL SINGLE FAMILY - 1 UNIT/ACRE and RSF-4, RESIDENTIAL SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 20.882 acres. The request is to approve a Residential Planned Zoning District with 68 single family lots to consist of attached and unattached units.

\$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

7-1-05
Date

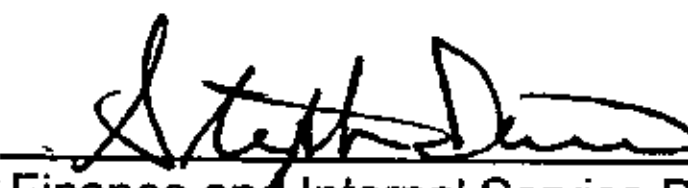
Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

7/1/05
Date


Finance and Internal Service Director

7-6-05
Date


Mayor

7/5/05
Date

Received in City Clerk's Office



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 28, 2005

Subject: Rezoning for Mathias (RZN 05-1546)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 1.20 acres of property from RSF-4, Residential Single Family – 4 units per acre, to R-A, Residential Agricultural

BACKGROUND

Property description: The subject property is located north of Mission Blvd (Hwy 45) and east of Crossover Road. It contains 1.20 acres, zoned RSF-4 and is a part of a larger 1.83 parcel of property. The applicant has submitted a property line adjustment to create a 1.20-acre parcel should the requested rezoning to R-O, Residential Office, be approved. Currently the property is vacant; should the rezoning request be approved the applicant's intent is to request approval of a Large Scale Development to construct a bank on this site, one of the several uses permitted within the R-O zoning district.

Background: This property was created in 1974, as an outlot, when the surrounding property was subdivided and platted as Braden Addition, an eleven lot subdivision along Box Avenue. This lot has remained vacant, as have many of the lots within the Braden Addition. In recent years, the previous owner(s) of this property and several properties within Braden Addition have requested rezoning consideration from RSF-4 to C-1 and R-O. None of these rezoning requests were heard by the Planning Commission, as the applicant withdrew the request prior to the scheduled hearing.

Public Comment: Staff has received public comment from the owner to the north who is in favor of the requested rezoning.

Recommendation: Staff recommends approval of the rezoning request. This area is designated Residential on the future land use plan, and located adjacent to a major node of commercial property within the City of Fayetteville. The Residential Office provides a transitional zoning district from the heavier commercial uses and residential uses behind. Recommendations for safe traffic patterns and improvements to surrounding streets will be made at the time of development of this subdivision.

DISCUSSION

This item was heard at the regular Planning Commission on June 27, 2005. The Planning Commission voted 9-0-0 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 05-1546 FOR APPROXIMATELY 1.20
ACRES LOCATED AT THE NORTHWEST CORNER OF HIGHWAY
45 AND BOX AVENUE FROM RSF-4, RESIDENTIAL SINGLE-
FAMILY, 4 UNITS PER ACRE TO R-O, RESIDENTIAL OFFICE.

**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 R-O,
Residential Office, 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 05-1546

SURVEY DESCRIPTION TRACT "A" (ADJUSTED):

PART OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPLE MERIDIAN IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 OF THE BRADEN ADDITION AS SHOWN ON THE FINAL PLAT IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, THENCE S02°31'25"W 116.00 FEET TO THE POINT OF BEGINNING.

THENCE S02°31'25"W 189.82 FEET TO A FOUND IRON PIN, THENCE S29°14'59"W 24.87 FEET TO THE NORTH RIGHT OF WAY OF ARKANSAS HIGHWAY 45, THENCE ALONG SAID RIGHT OF WAY S88°31'46" 204.97 FEET, THENCE DEPARTING SAID NORTH RIGHT OF WAY N62°50'52"E 25.59 FEET, THENCE N02°31'45"E 215.78 FEET, THENCE S87°26'35"E 238.83 FEET TO THE POINT OF BEGINNING. CONTAINING 1.20 ACRES MORE OR LESS SUBJECT TO UTILITY EASEMENTS AND RIGHT OF WAY RECORD.

DRAFT



PC Meeting of June 27, 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 23, 2005

RZN 05-1546: (MATHIAS, 372): Submitted by H2 ENGINEERING, INC. for property located at NW CORNER OF HWY 45 AND BOX AVE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 1.20 acres. The request is to rezone the subject property to R-O, RESIDENTIAL OFFICE.

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the requested rezoning to R-O, Residential Office, based on the findings herein.

PLANNING COMMISSION ACTION:	Required	<u>YES</u>
	☒ Approved	☐ Denied
Date: <u>June 27, 2005</u>		
CITY COUNCIL ACTION:	Required	<u>YES</u>
	☒ Approved	☐ Denied
Date: <u>July 19, 2005 (1st reading if recommended)</u>		

BACKGROUND:

Property description: The subject property is located north of Mission Blvd (Hwy 45) and east of Crossover Road. It contains 1.20 acres, zoned RSF-4 and is a part of a larger 1.83 parcel of property. The applicant has submitted a property line adjustment to create a 1.20-acre parcel should the requested rezoning to R-O, Residential Office, be approved. Currently the property is vacant; should the rezoning request be approved the applicant's intent is to request approval of a Large Scale Development to construct a bank on this site, one of the several uses permitted within the R-O zoning district.

Background: This property was created in 1974, as an outlot, when the surrounding property was subdivided and platted as Braden Addition, an eleven lot subdivision along Box Avenue. This lot has remained vacant, as have many of the lots within the Braden Addition. In recent years, the previous owner(s) of this property and several properties within Braden Addition have requested rezoning consideration from RSF-4 to C-1 and R-O. None of these rezoning requests were heard by the Planning Commission, as the applicant withdrew the request prior to the scheduled hearing.

Proposal: The applicant requests a rezoning from RSF-4 to R-O for a 1.20 acre tract of property so that it may be developed for a financial institution.

Recommendation: Staff recommends approval of the rezoning request. This area is designated Residential on the future land use plan, and located adjacent to a major node of commercial property within the City of Fayetteville. Rezoning the property R-O, Residential Office is compatible and similar in nature to the uses that surround the parcel and will provide the opportunity for development of a currently vacant tract to a use that is compatible with the surrounding developments.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Vacant	RSF-4, Res. Single Family – 4 du/acre
South	Bank and Shopping Center	C-2, Thoroughfare Commercial
East	Vacant	RSF-4, Res. Single Family – 4 du/acre
West	Gas Station	C-1, Neighborhood Commercial

INFRASTRUCTURE:

Streets: Currently the site has access to Mission Boulevard, a principal arterial, and Box Avenue, a residential street. Road improvements required for Box Avenue include: dedication of right-of-way and sidewalks per the master street plan, width of paving from centerline to be determined at time of submittal to the Planning Division for building permit, curb and gutter, and storm drainage. Road improvements required for Mission Boulevard include, but are not limited to: improvements per AHTD and dedication per the master street plan.

Surrounding Streets:

South: Mission Blvd (Principal Arterial)
East: Box Avenue (Local Street)
West: Crossover Road (Principal Arterial)

Water: Public water is adjacent to the site. There is a 6" waterline along Box Avenue and an 8" waterline along Mission Boulevard. Water service will need to be extended within the property at the time of development. There is also a 24" water main that runs along Flynn Creek at the rear of the property. This main requires a minimum of a 26' wide easement centered on the main. There are no long range improvements for the water system immediately adjacent to the site.

Sewer: Sanitary sewer is adjacent to the site. There is an 8" sewer line that runs along Flynn Creek. Sewer service will need to be extended within the property at the time of development.

Drainage: The site is adjacent to Flynn Creek. Runoff from the site flows overland across the property to the creek. Drainage from the east flows to the creek through a ditch along Mission Boulevard. Additional measures may be required as the property develops and permanent features put in place to protect the creek.

Fire: The Fayetteville Fire Department has reviewed the request and has estimated that the response time from Fire Station #5 to the site would be approximately 2 minutes for a distance of 1.0 miles.

Police: From Captain Brown of the Fayetteville Police Department:
"It is my understanding this property is being considered for a bank location. I have serious concerns about the location of the entrance and exit from this property due to the potential for heavy traffic a bank would generate. Westbound traffic at this location is often backed up from the intersection causing a hazard for traffic exiting Crossroad Station. An exit from this property located on Hwy 45 would compound an already existing hazardous situation. If this property were allowed to develop in this manner, I would request any access from Hwy 45 be limited to an entrance only with an entrance/exit located on Box Ave."

LAND USE PLAN: The Future Land Use Plan designates this site for **Residential** use. Rezoning this property to R-O, Residential Office, is consistent with the land use plan for this area and will allow for development that is transitional and compatible with surrounding commercial and residential 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 current land use planning objectives and policies. The property is designated Residential on the Future Land Use Plan and is currently zoned RSF-4. Although the current zoning designation is compatible with the Future Land Use plan, a Residential Office zoning is also compatible with the Future Land Use plan and will permit development of uses compatible with the surrounding area. The 1.20-acre tract is located adjacent to a major commercial node of property within the City of Fayetteville. Properties to the south and west of this tract are utilized for banks, gas stations, grocery stores, restaurants, etc. Further to the east of the property is Vandergriff Elementary and McNair Middle School. The only remaining residential property in this area are 12 lots along Box Avenue. Within this subdivision, there are only four residential single family dwellings. A rezoning of property on the northwest corner of Mission Blvd and Box Avenue to Residential Office will allow for development compatible with the commercial properties to the west and south and residential properties to the north and east. It will also provide a transition from the residential uses along Box Avenue to the highway along Highway 45.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The requested rezoning to an R-O zoning designation will allow for development of residential and office uses. The property will currently allow for the development of a single family home, as would an R-O zoning; however, the property has remained vacant for some time. It is the applicant's request that the property be rezoned to allow for development of property compatible with the surrounding commercial and office uses. Although there are several vacant properties within the surrounding commercial node that could be utilized for the proposed financial institution, a Residential Office zoning is appropriate in this location.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The property is surrounded by two Principal Arterial streets – Mission Blvd and Crossover Road. These two streets carry a high volume of traffic generated by citizens of Fayetteville and those of surrounding municipalities, as they both provide quick and direct access to the commercial and institutional services provided at and around the location at which they intersect. Mission Blvd is an improved street adjacent to the subject property, but is unimproved further to the west. Site distance from the intersection of Box Ave and Mission Blvd to the east is of concern as existing turning conditions are made difficult due to the crest of a hill on Mission Blvd east of the site as well as turning lanes for the intersection which are located in the immediate area. Box Avenue is a narrow, unimproved road which in its current state is sufficient to serve four single family homes. Development of the property for a bank will result in a significant increase in traffic to this site. Concerns regarding this situation have also been raised by the Police Department. Access to and from this site shall be reviewed at the time of development to ensure that it will not create or compound a dangerous traffic condition. Restricting access from Mission Blvd and improvements to Box Avenue can result in controlled access to and from the property and reduce the potential traffic conflicts.

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. At this time the property is vacant and could be utilized for one single family residence. Rezoning the property R-O will allow the development of a single family or two-family dwelling by right, or multi-family dwellings by conditional use. The applicant proposes development of an office use, which would increase the traffic to this property but not increase the population density. 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

161.07 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.

161.15 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 11	Manufactured home park
Unit 12	Offices, studios and related services
Unit 25	Professional offices

(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 13	Eating places
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments:	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(D) *Density.*

Units per acre	4 to 24
----------------	---------

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back with any boundary line of any RSF or RMF District an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

May 19 05 11:09a

Mathias

479-750-0953

P. 2

C.13.

May-19-2005 11:38am

Engineering

47957 34

T-061 P.0019007

Page 13 of 20

RZN051546

Exhibit "A"

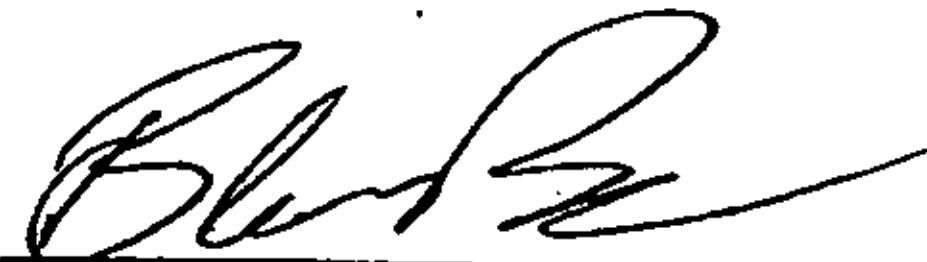
Survey Description Tract "A" (Adjusted):

Part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 16 North, Range 30 West of the Fifth Principle Meridian in Washington County, Arkansas and being more particularly described as follows: Commencing at the Southeast corner of Lot 1 of the Braden Addition as shown on the final plat in the office of the Circuit Clerk and Ex-officio Recorder of Washington County, Arkansas, thence S02°31'25"W 116.00 feet to the Point of Beginning, thence S02°31'25"W 189.82 feet to a found Iron Pin, thence S28°14'59"W 24.87 feet to the North right of way of Arkansas Highway 45, thence along said right of way S88°31'46" 204.97 feet, thence departing said north right of way N62°50'52"E 25.58 feet, thence N02°31'45"E 215.78 feet, thence S87°26'35"E 238.83 feet to the point of beginning. Containing 1.20 acres more or less subject to utility easements and right of way of record.

5/25/2005

First Submittal: Parcel closes
Submitted as RZN05-1546

TJ



Mathias Shopping Centers, Inc.



City of Fayetteville
113 West Mountain St.
Fayetteville, AR 72701

May 19, 2005

Attn: Planning Commission
Re: Mathias Rezoning

Dear Commissioners,

Please consider this request with the attached application for the rezoning of a parcel of property owned by Mathias Shopping Centers, Inc. at the corner of Arkansas State Highway 45 and Box Avenue.

The subject property is currently owned by Mathias Shopping Centers Inc. and no sales of this property are pending. The rezoning request is from RSF-4 to R-O. The reason for the rezoning is to propose a large scale development for a bank on the site. The current zoning of RSF-4 does not allow for use unit 12 which includes Financial Institutions. While the remainder of the property on Box Avenue is platted as the Braden Addition and is zoned RSF-4, the property to the west, across the creek and to the south, across Highway 45, are zoned C-1 and C-2 respectively. It is not expected that a 3365 square foot bank will appreciably increase the congestion or traffic danger in the area. No significant increase in population density is expected with this bank and as such there will be no undesirable increase in the load on the water and sewer facilities.

This property has been zoned RSF-4 for quite a while and the only time it has been used for a residential purpose is when the original homestead was occupied. That residence has since been demolished. The proximity of the property to Highway 45 and the commercial properties to the west and the south makes it undesirable for residential use. It is our opinion that an R-O zoning with a branch bank provides an appealing transition from the commercial property on Highway 45 to the residential property on Box Avenue.

Thank you for your consideration regarding this matter. If you have any questions or comments please call me @ 582-4234.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Hennelly', is written over the typed name and title.

Thomas A. Hennelly, P.E.
President, H2 Engineering, Inc.



City of Fayetteville
113 West Mountain St.
Fayetteville, AR 72701

May 19, 2005

Attn: Planning Staff
Re: Mathias Rezoning

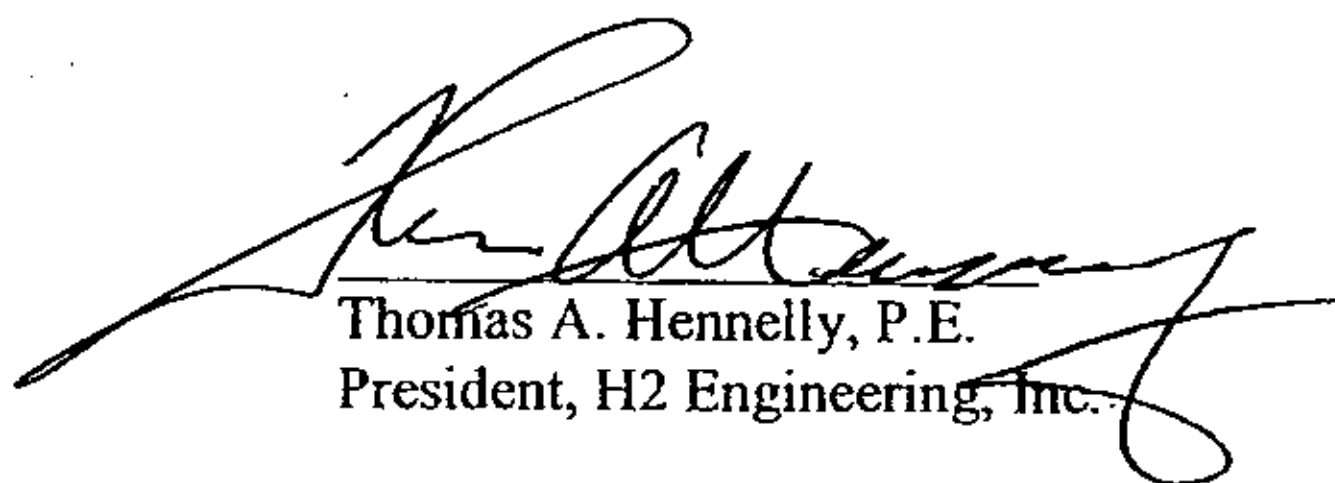
Dear Staff,

Please consider this request with the attached application for the rezoning of a parcel of property owned by Mathias Shopping Centers, Inc. at the corner of Arkansas State Highway 45 and Box Avenue.

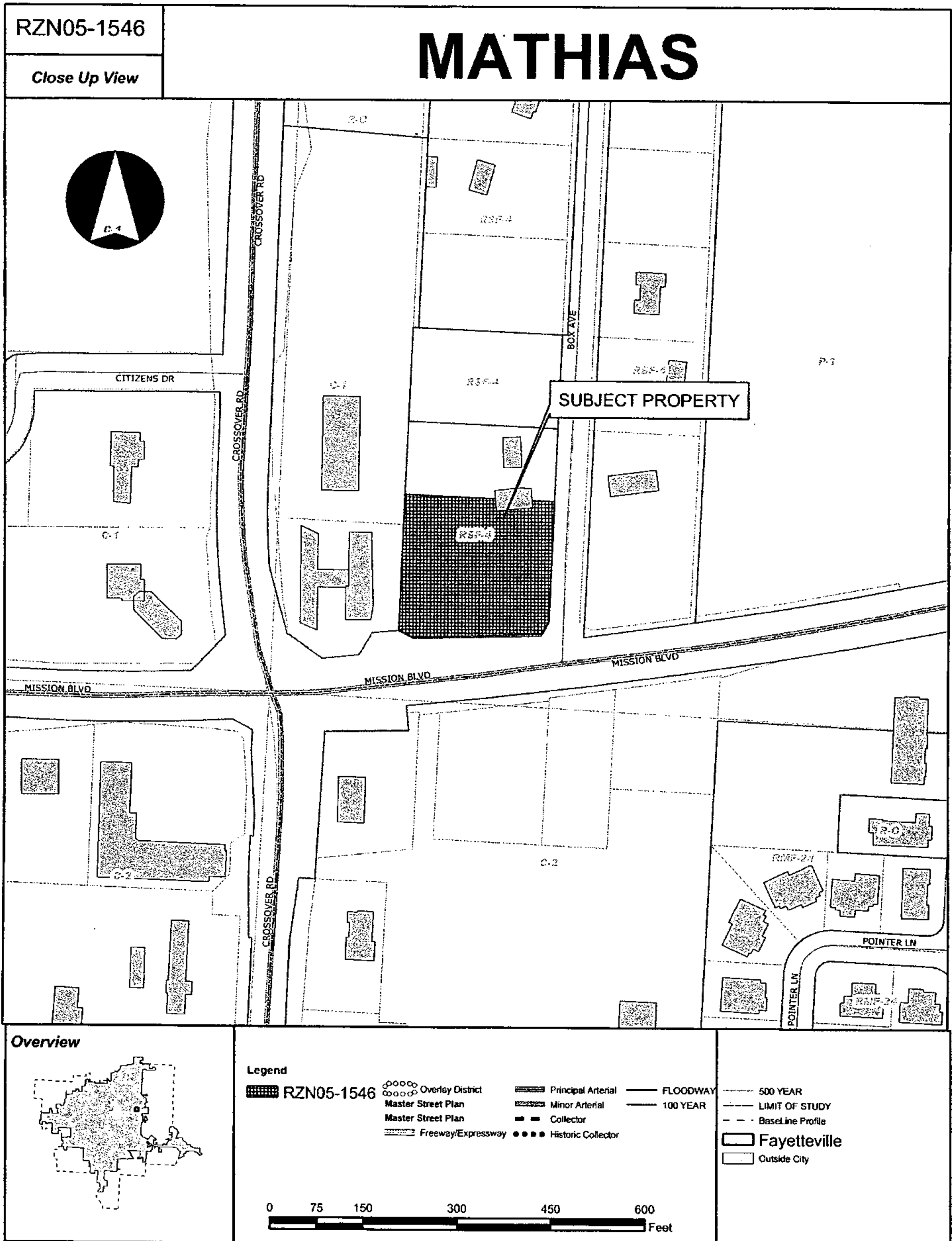
The subject property is currently owned by Mathias Shopping Centers Inc. and no sales of this property are pending. The rezoning request is from RSF-4 to R-O. The reason for the rezoning is to propose a large scale development for a bank on the site. While the remainder of the property on Box Avenue is platted as the Braden Addition and is zoned RSF-4, the property to the west, across the creek and to the south, across Highway 45, are zoned C-1 and C-2 respectively. The use, appearance, and traffic generation will be similar to the surrounding property. Water is available via an 8" PVC line on the south boundary, and sewer is available via an 8" line on the west boundary.

Thank you for your consideration regarding this matter. If you have any questions or comments please call me @ 582-4234.

Sincerely,



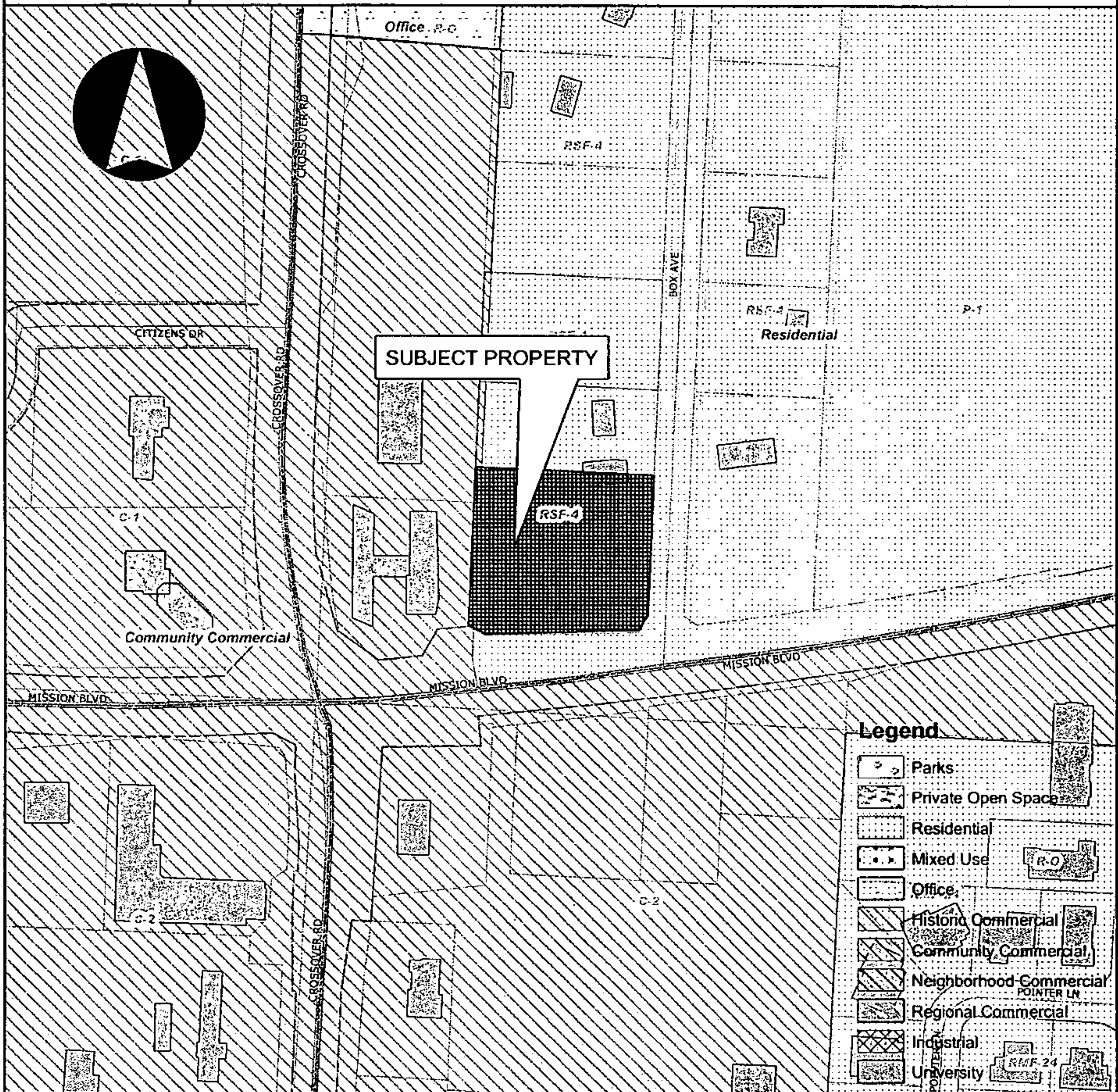
Thomas A. Hennelly, P.E.
President, H2 Engineering, Inc.



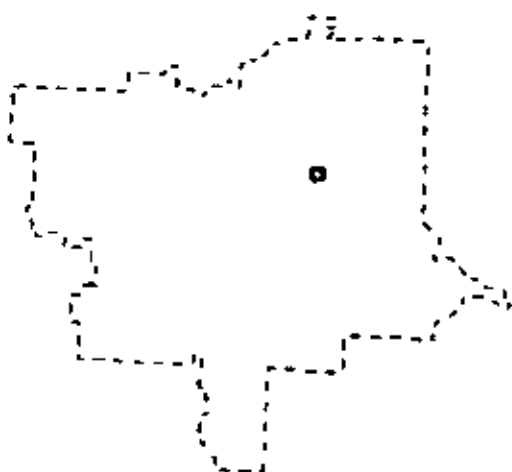
RZN05-1546

Future Land Use

MATHIAS



Overview



Legend

Subject Property

RZN05-1546

Streets

Existing
 Planned

Boundary

Planning Area
 Overlay District
 Outside City

Master Street Plan

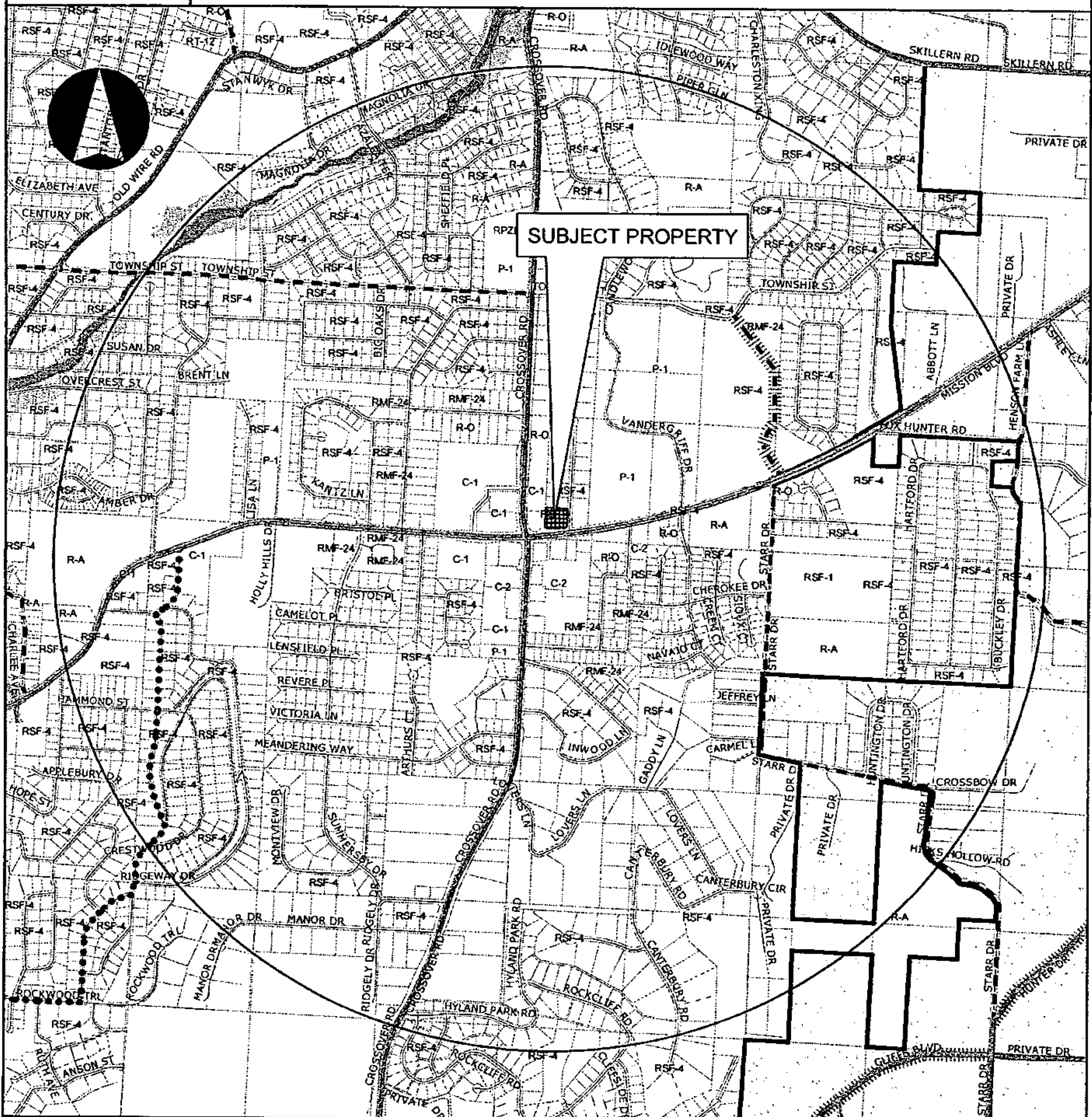
Freeway/Expressway
 Principal Arterial
 Minor Arterial
 Collector
 Historic Collector



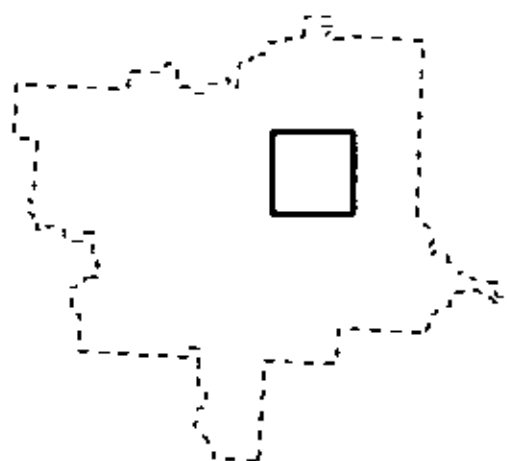
RZN05-1546

One Mile View

MATHIAS



Overview



Legend

Subject Property

RZN05-1546

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.13.
RZN 05-1546 Mathias
Page 19 of 20

19-Jul-05
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1546: (Mathias, 372): Submitted by H2 ENGINEERING, INC. for property located at NW CORNER OF HWY 45 AND BOX AVE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 1.20 acres. The request is to rezone the subject property to R-O, RESIDENTIAL OFFICE.

\$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

7-1-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

7/1/05
Date


Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office




Mayor

7/5/05
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 30, 2005

Subject: Rezoning for Mountain Ranch (RZN 05-1564)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 193.66 acres of property from R-A, Residential-Agricultural, to RSF-2, Residential Single family, 2 units per acre, as described herein.

BACKGROUND

This property is located south of Persimmon Street, west of Shiloh Drive and I-540. The subject property is comprised of several areas on the submitted map, including D, F, H, I and J. This property makes up the majority of the land requested for rezoning, and is located on the steepest terrain, which exceeds 15% in places. The area is comprised of a total of 193.66 acres, which represents approximately 53% of the overall area requested for rezoning.

The Future Land Use Plan designates this entire site for Residential use. The majority of rezoning requests for the Mountain Ranch project is consistent with the land use plan for future residential uses and is compatible with surrounding properties that are developed residentially or commercially.

The applicant proposes a rezoning of the subject property to facilitate the future development of a master planned community with a mixture of home types and sizes. The master plan developed for the property utilizes the terrain where possible to best facilitate a road network. Subsequently, the zoning requests also respect the natural terrain and slope of the land, with the least density being proposed on the steepest areas of the site. The request is to rezone the subject property from R-A, Residential Agricultural, to RSF-2, Residential Single-family, 2 units per acre.

DISCUSSION

This item was heard at the regular Planning Commission on June 27, 2005. The Planning Commission voted 9-0-0 to forward this item to the City Council with a recommendation in favor of the rezoning.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1564 (MOUNTAIN RANCH
D,F,H,I,J) FOR APPROXIMATELY 193.66 ACRES LOCATED SOUTH
OF PERSIMMON STREET AND WEST OF SHILOH DRIVE FROM R-
A, RESIDENTIAL AGRICULTURAL TO RSF-2, RESIDENTIAL
SINGLE FAMILY, 2 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-2, Residential Single family, 2
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 05-1564
AREA D,F,H,I,&J

SURVEY DESCRIPTION: PARCEL "D" (RSF-2 ZONING)

PART OF THE FRACTIONAL NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE FRACTIONAL SW1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE N87°55'47"W 650.10 FEET; THENCE N03°03'50"E 872.22 FEET; THENCE N38°31'10"E 527.78 FEET; THENCE S87°13'27"E 478.88 FEET; THENCE S33°01'37"E 609.07 FEET; THENCE S00°41'23"W 807.80 FEET; THENCE N86°10'59"W 497.27 FEET; THENCE N87°55'47"W 30.05 FEET TO THE POINT OF BEGINNING, CONTAINING 30.81 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

SURVEY DESCRIPTION: PARCEL "F" (RSF-2 ZONING)

PART OF THE NE1/4 OF THE SW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE1/4 OF THE SW1/4; THENCE S02°48'25"W 1320.68 FEET TO THE SOUTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE N86°21'11"W 229.41 FEET; THENCE N32°32'01"W 1638.65 FEET; THENCE S86°10'59"E 380.05 FEET; THENCE S86°16'57"E 797.35 FEET TO THE POINT OF BEGINNING, CONTAINING 21.32 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

SURVEY DESCRIPTION: PARCEL "H" (RSF-2 ZONING)

PART OF THE SW 1/4 AND A PART OF THE SE1/4 OF SECTION 18, AND PART OF THE NW1/4 OF THE NE1/4 OF SECTION 19, ALL IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 18; THENCE ALONG THE NORTH LINE OF SAID 40 ACRE TRACT S86°54'22"E 876.68 FEET; THENCE S17°15'15"E 351.32 FEET; THENCE

S00°02'42"E 744.59 FEET; THENCE S01°08'57"W 241.87 FEET; THENCE S02°36'12"W 111.28 FEET TO THE CENTERLINE OF OLD FARMINGTON ROAD; THENCE ALONG SAID CENTERLINE, S81°29'27"W 169.59 FEET; THENCE S72°24'26"W 124.37 FEET; THENCE S61°42'56"W 90.38 FEET; THENCE LEAVING THE CENTERLINE OF OLD FARMINGTON ROAD, N02°46'26"E 233.30 FEET; THENCE N87°23'48"W 681.69 FEET TO THE SOUTHEAST CORNER OF SAID SE1/4 OF THE SW1/4 OF SAID SECTION 18; THENCE N87°10'08"W 1293.28 FEET; THENCE N03°05'26"E 1183.18 FEET; THENCE S38°04'30"E 399.06 FEET; THENCE S25°23'41"E 403.35 FEET; THENCE S50°03'15"E 420.98 FEET; THENCE S81°57'11"E 316.79 FEET; THENCE N58°15'28"E 441.52 FEET; THENCE N07°07'03"E 255.37 FEET; THENCE N57°02'04"W 228.98 FEET; THENCE N42°38'23"W 332.98 FEET; THENCE N04°48'54"E 229.92 FEET; THENCE S86°21'11"E 229.41 FEET TO THE POINT OF BEGINNING, CONTAINING 47.43 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES

SURVEY DESCRIPTION: PARCEL "I" (RSF-2 ZONING)

PART OF THE FRACTIONAL SW1/4 OF THE SW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID FRL. SW1/4, SW1/4 THAT IS N87°50'08"W 623.23 FEET FROM AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID FRL. SW1/4 OF THE SW1/4 OF SECTION 18, ALSO BEING N87°50'08"W 660.08 FEET FROM A FOUND STONE AT AN EXISTING FENCE CORNER, THENCE S03°05'26"W ALONG AN EXISTING FENCE 1334.86 FEET TO THE SOUTH LINE OF SAID FRL. SW1/4, SW 1/4; THENCE ALONG SAID SOUTH LINE N87°08'30"W 689.66 FEET TO THE S.W. CORNER OF THE PROPERTY AS DESCRIBED IN BOOK 754 OF WARRANTY DEEDS AT PAGE 313 OF THE LAND RECORD DOCUMENTS OF THE CIRCUIT CLERK AND EX OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS; THENCE N03°05'26"E 1326.41 FEET TO THE NORTH LINE OF SAID FRL. SW1/4, SW1/4; THENCE S87°50'08"E 696.84 FEET TO THE POINT OF BEGINNING, CONTAINING 21.17 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS OF RECORD OR FACT.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

SURVEY DESCRIPTION: PARCEL "J" (RSF-2 ZONING)

A PART OF THE FRACTIONAL NW1/4 OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

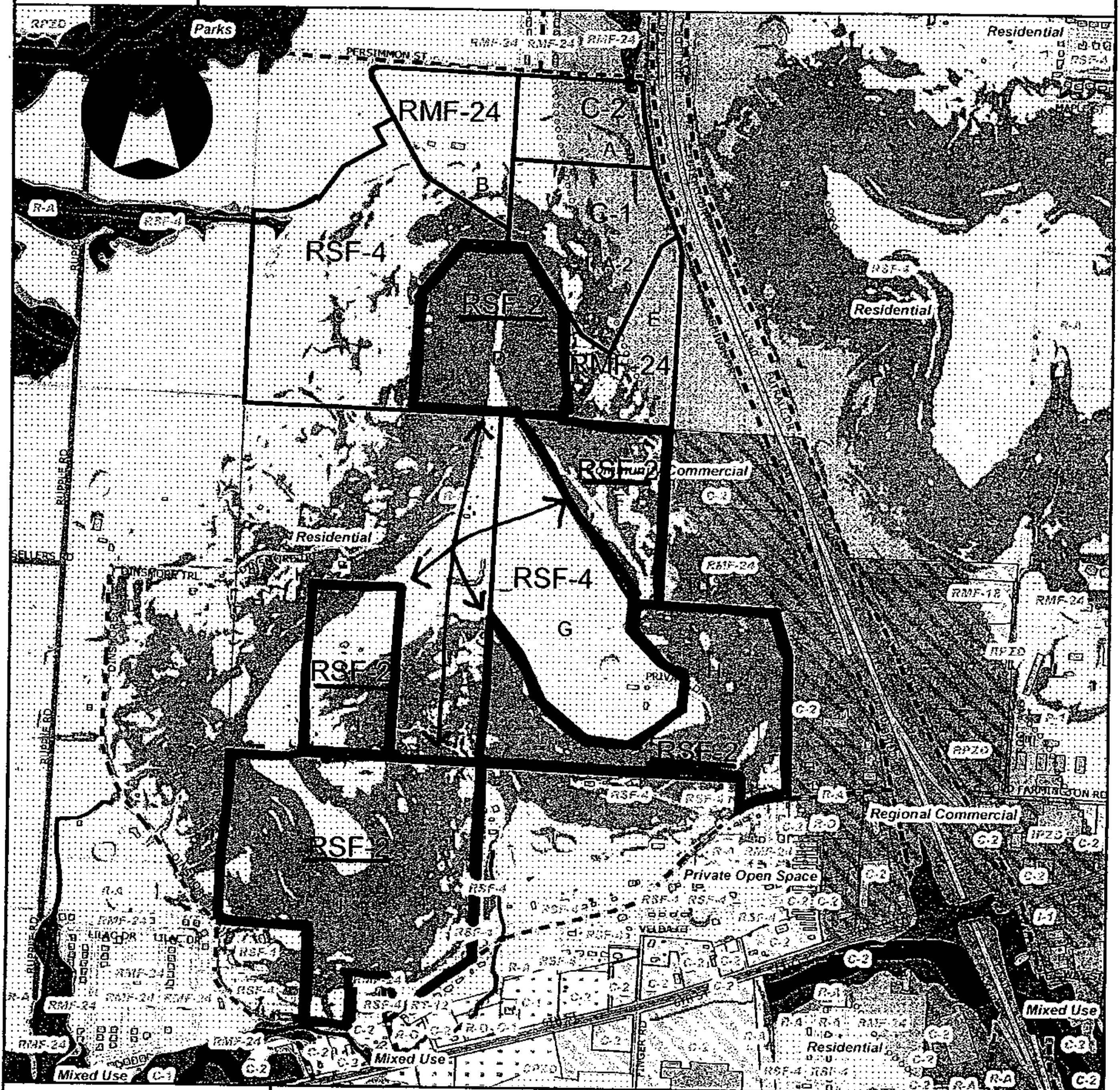
BEGINNING AT THE NORTHWEST CORNER OF THE FRACTIONAL NW1/4 OF SAID SECTION 19, THENCE S87°08'30"E 1872.97 FEET TO THE NORTHEAST CORNER OF THE FRACTIONAL NW1/4 OF SAID FRACTIONAL NW1/4; THENCE S87°10'08"E 65.39 FEET; THENCE S02°23'23"W 1452.13 FEET TO A FOUND COTTON SPINDLE IN THE CENTER LINE OF OLD FARMINGTON ROAD; THENCE ALONG THE CENTER LINE OF OLD FARMINGTON ROAD, S54°11'43"W 67.19 FEET TO A FOUND COTTON SPINDLE; THENCE S52°36'01"W 442.08 FEET; THENCE ALONG AND LEAVING THE CENTER LINE OF OLD FARMINGTON ROAD, S54°18'57"W 305.08 FEET TO A FOUND IRON PIN; THENCE S81°32'45"W 8.56 FEET TO THE SOUTHEAST CORNER OF THE 1.62 ACRE SCHOOL-CHURCH TRACT; THENCE N02°09'19"W 294.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N89°34'10"W 214.65 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S01°56'49"W 331.56 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE S81°32'45"W 28.18 FEET TO A FOUND IRON PIN; THENCE N88°56'16"W 367.34 FEET TO A FOUND IRON PIN; THENCE N01°56'53"E 718.48 FEET TO A FOUND STONE; THENCE N86°28'58"W 658.72 FEET TO THE SOUTHWEST CORNER OF THE FRACTIONAL NW1/4 OF SAID FRACTIONAL NW1/4; THENCE N02°15'53"E 1309.63 FEET TO THE POINT OF BEGINNING, CONTAINING 72.93 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

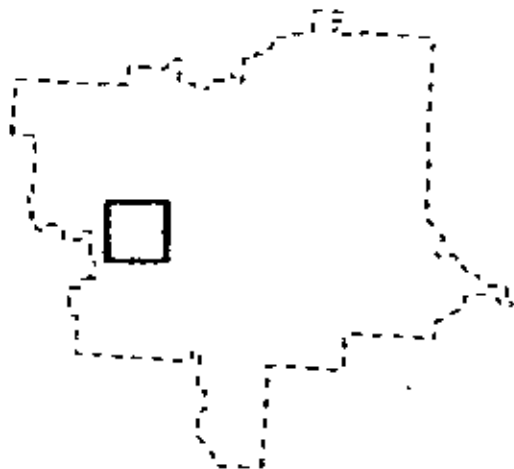
MOUNTAIN RANCH

Future Land Use

MOUNTAIN RANCH



Overview



Legend

Subject Property

Streets

Existing
Planned

Boundary

Planning Area
Overlay District
Outside City

Master Street Plan

Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 300 600 1,200 1,800 2,400
Feet

This is a detailed zoning map of a residential area. The map features several zoning districts, including RMF-24, RSF-4, RSF-2, C-2, A-1, A-2, E, G, and C-1. Specific lots are identified with letters in circles (B, D, F, H, J). Streets shown include Dinsmore Trl, Old Farmington Rd, and others. The map also indicates areas like 'RPZD' and 'R-A'. A north arrow is located in the top left corner.

Map of RZN05-1504 F showing Master Street Plan, Master Street Plan, and Freeway/Expressway.

 Principal Arterial
 Minor Arterial
 Collector
 Historic Collector

Overlay District

300 600

— FLOODWAY

100 YEAR

1,200 1,800

~~_____~~ 500 YEAR

LIMIT OF STUDY

☐ Evolutionary☐ Fayetteville
☒ Outside City

RZN05-1A

██████████ 12-00000-12

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

2,400

FORM RZN05-1564

R7N05-1564 J

██████████ PZN05-1564 D

RZN05 1560

☐ RZN05-1560

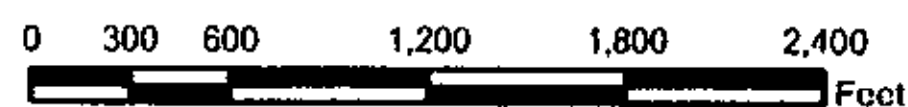
RZN05-1561

RZN05-1562

RZN05-1563

RZN05-1565

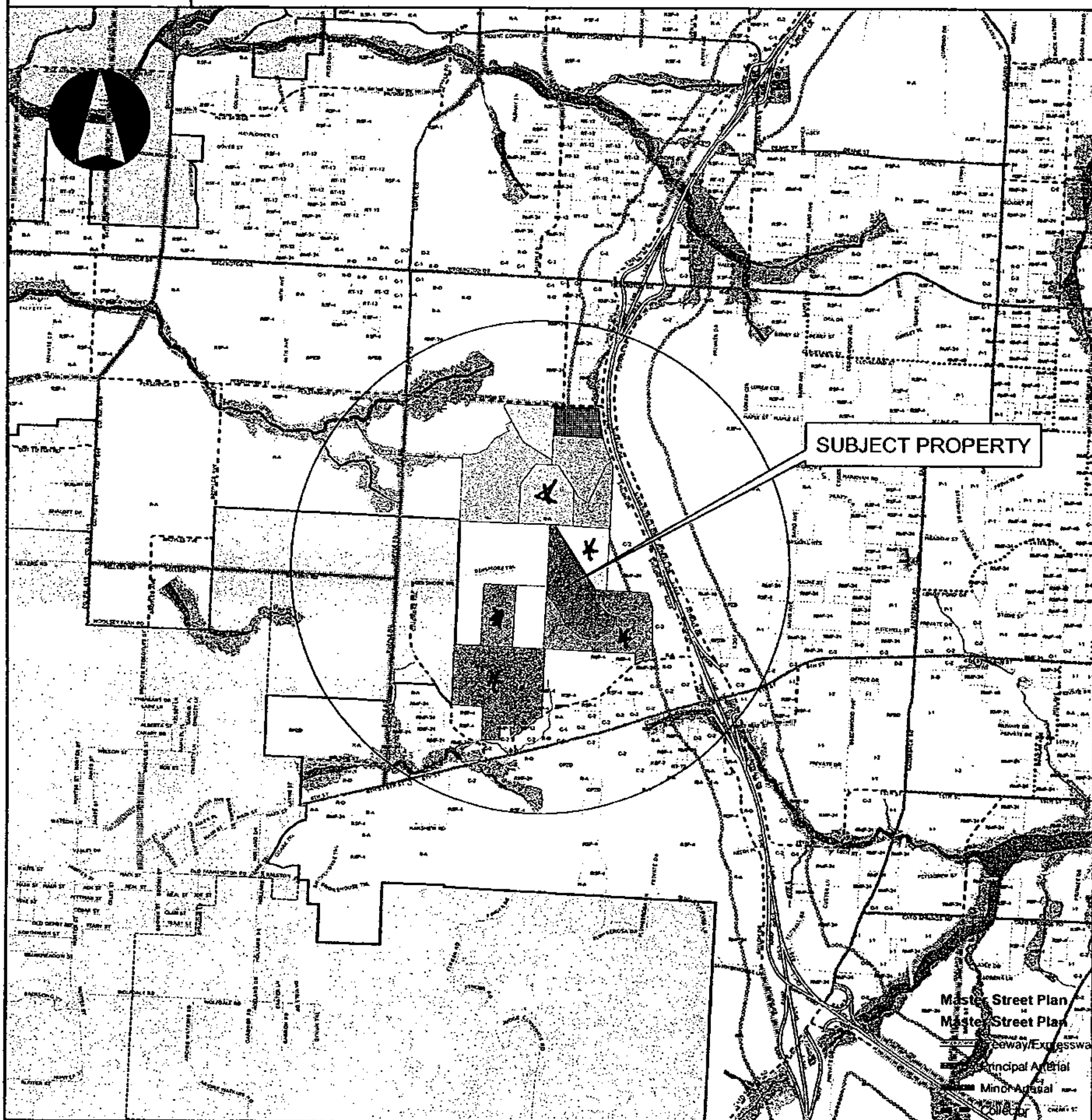
RZN05-1566



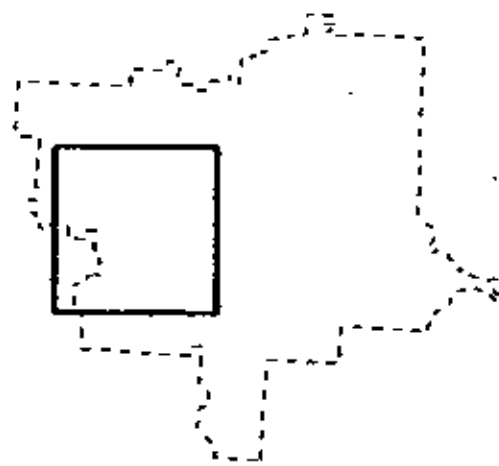
RZN05-1564

Two Mile View

MOUNTAIN RANCH



Overview



Legend

Subject Property
RZN05-1560

Boundary

Planning Area
Overlay District
Outside City

●●●● Historic Collector

RZN05-1561
RZN05-1562
RZN05-1563
RZN05-1564
RZN05-1564_F
RZN05-1564_H
RZN05-1564_I
RZN05-1564_J
RZN05-1565
RZN05-1566

0 0.25 0.5 1 1.5 2 Miles



PC Meeting of June 27, 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: June 22, 2005

RZN 05-1560: (MOUNTAIN RANCH A-1, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located at S OF PERSIMMON AND W OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 14.60 acres. The request is to rezone the subject property to C-2, THOROUGHFARE COMMERCIAL.
Planner: JEREMY PATE

RZN05-1561: (MOUNTIAN RANCH A-2, 479): Submitted by CRAFTON TULL & ASSOCIATES, INC. - ROGERS for property located at S OF PERSIMMON AND W OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 27.01 acres. The request is to rezone the subject property to C-1, NEIGHBORHOOD COMMERCIAL.
Planner: JEREMY PATE

RZN 05-1562: (MOUNTAIN RANCH B, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located at S OF PERSIMMON AND W OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 19.04 acres. The request is to rezone the subject property to RMF-24, RESIDENTIAL MULTI FAMILY, and 24 UNITS PER ACRE.
Planner: JEREMY PATE

RZN 05-1563: (MOUNTAIN RANCH C, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located at S OF PERSIMMON AND W OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 56.23 acres. The request is to rezone the subject property to RSF-4, RESIDENTIAL SINGLE FAMILY, and 4 UNITS PER ACRE.
Planner: JEREMY PATE

RZN 05-1564: (MOUNTAIN RANCH D, F, H, I, J, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located at S OF PERSIMMON AND W OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 193.66 acres. The request is to rezone the subject property to RSF-2, RESIDENTIAL SINGLE FAMILY, and 2 UNITS PER ACRE.
Planner: JEREMY PATE

RZN 05-1565: (MOUNTAIN RANCH E, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located at S OF PERSIMMON AND W OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately

16.88 acres. The request is to rezone the subject property to RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE.

Planner: JEREMY PATE

RZN 05-1566: (MOUNTAIN RANCH G, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located at S OF PERSIMMON AND W OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 41.48 acres. The request is to rezone the subject property to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE.

Planner: JEREMY PATE

RECOMMENDATION:

Staff recommends approval of the requested rezonings A-2, B, C, D, F, G, H, I and J based on the findings included as part of this report.

Staff recommends approval of the requested rezoning A-1 from R-A to C-2 subject to the offered Bill of Assurance limiting the potentially incompatible uses located within the C-2 zoning district, but allowing uses that are located for convenience and accessibility along major thoroughfares and do not present a threat to the integrity or compatibility of adjoining neighborhoods.

Staff recommends denial of 05-1562 (E) from R-A to RMF-24 in its current configuration. Staff finds that the slope exceeding 15% along the western boundary of this particular request (west of the Design Overlay District Boundary) is not conducive to multifamily development, and actually goes against the city's goals to minimize high impact development on our hillsides. Staff recommends the RSF-2 zoning classification be extended into this area, west of the Design Overlay District boundary. If multifamily zoning is still desired near Shiloh and I-540, east of the D.O.D. boundary and within the less steeply sloping area of the property, staff is supportive of this request. Multi-family development can be appropriately located on hillsides; however, development standards are not addressed at the time of a straight rezoning request. Staff would gladly evaluate a multi-family development at a later date in this area, when development standards and siting of the structures and parking can be discussed. Staff finds that there is potential in this particular sloped area that a Planned Zoning District might be more appropriate, in order for the developer to cluster multi-family development and retain the density desired.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date:	<u>June 27, 2005</u>	☒ Approved	☐ Denied
		A-O-D (ALL ITEMS IN REQUESTED)	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date:	<u>July 19, 2005 (1st reading if recommended)</u>	☒ Approved	☐ Denied

Comments: _____

BACKGROUND:

Property description: The subject property contains approximately 370 acres in total, located west of Shiloh/I-540, south of the future Persimmon Street, east of the future Ruppel Road and north of Old Farmington Road. The site consists of flat areas near Shiloh and the future Persimmon Street, hillside that rises up to the top of the mountain, and a relatively flat mountaintop. Five different zoning districts are requested for the 370 acres, and most follow closely with the topography of the site, delegating less intense, least dense development in those areas that are the steepest and most appropriate for low density; higher intensity multi-family and commercial development along the arterial/collector street systems that allow for ease of vehicular traffic in and out, as well as close pedestrian/vehicular access from the surrounding residential uses; low to medium density residential uses in those areas that have the least amount of significant slope and where there is the ability to develop at a higher density; and commercial areas that are located near major collector street intersections, creating a small neighborhood commercial node to support surrounding residential uses.

The applicant has previously submitted a concept masterplan prepared for the property in question, stating his intentions to develop this mountain and surrounding land with a mixture of densities and uses, which was received favorably by the Planning Commission and City Council. The submitted rezoning requests support that masterplan, containing a mixture of uses and house types based on access availability and existing topography, among other factors.

Proposal: The applicant proposes rezoning the 370 acres into five different zoning districts in eleven separate "areas." These districts include RSF-2 (the majority of property), RSF-4, RMF-24, C-1 and C-2.

Area	Proposed Zoning	Acres	Percentage of Land
A-1	C-2*	14.6	3.9%
A-2	C-1	27.01	7.3%
B	RMF-24	19.04	5.1%
C	RSF-4	56.23	15.2%
D, F, H, I, J	RSF-2	193.66	52.3%
E	RMF-24**	16.88	4.6%
G	RSF-4	41.48	11.2%
TOTAL		~ 370	100%

WITHDRAWN BY
APPLICANT

* With Bill of Assurance offered by the applicant

** Staff recommends modifications to this request

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Multi-family development, Persimmon Street	RMF-24
South	Single family, commercial, mixed two-family and multi-family development, agricultural	RSF-4, RMF-24, C-2, R-A
East	Commercial, I-540	C-2
West	Single family, agricultural	R-A, RSF-4

PUBLIC SERVICES:

Streets: Currently the site has access to Shiloh Drive, a collector, and Persimmon Street, also a collector. Road improvements required for both Shiloh Drive and Persimmon Street include: right-of-way dedication and sidewalks per the Master Street Plan, pavement width as determined, curb and gutter, and storm drainage. Access to some of the southern tracts will need to be determined at the time of development, as well as off-site improvements to ensure a dangerous traffic situation is not created. This includes, but is not limited to, evaluation of Old Farmington Road and 6th Street.

Water: Public water is adjacent to or near several of the areas in question, but not readily available without additional extensions. Some of the developments currently under construction or approved will extend water even closer to these properties. A 36" main supply pipeline runs along Shiloh Drive. There is also an 8" waterline that runs along Betty Jo Drive to the north. Water service would need to be extended to the property at the time of development. Approval of the Mountain Ranch Phase I development will supply an additional connection point for water. Minimum size of new water mains is 8". Additional connections are required to complete a looped system. There are some long range water distribution system improvements planned in the area along Ruppel Road and Persimmon Road, some of which are cost shares with developers in the area.

Sewer: The site **does not** have immediate access to sanitary sewer. There is an 18" sewer force main along Shiloh Drive. Sewer will be located near the site with the completion of Mountain Ranch Phase I. Sewer will need to be extended to and within the property to serve the development. A study of the downstream system shall be completed prior to the submittal of construction drawings.

Fire: The Fayetteville Fire Department has reviewed the request and has estimated that the response time from Fire Station #7 (Ruppel Road) to the site would be approximately 3-5 minutes for a distance of 1.0-2.0 miles. These times do not include any of the planned extensions or access points from Ruppel and Persimmon, which should greatly enhance response time and level of service for

this area once constructed.

Police: The Fayetteville Police Department responds that a substantial increase in population from that which is currently present is anticipated, due to the nature of the current zoning of Residential Agricultural changing with any type of development on this property. Subsequently, street improvements in the area will need to occur with future development, in order to maintain safe and adequate levels of traffic movement and safety, as well as allow for an efficient response to calls for service, including preventative patrol, criminal investigations, traffic enforcement and other police services. Currently it is not possible to accurately predict how much these rezonings will increase the calls for service. However, in comparisons to historical data, an estimate can be derived. In comparing the requested RSF-4, RSF-2 and RMF-24 zoning districts to similarly developed areas in the city, an anticipated 0.7% increase, 1.4% increase and 1.5% increase in calls for service, respectively, is anticipated with maximum build-out of the property in question. This does not take into account, however, the time it takes to build out a development or the improved infrastructure required as part of the development. As more information is gathered and a more comprehensive methodology established for evaluating both impact to the Police Department and what that ultimately means in personnel, etc., this information will be updated for the Planning Commission and City Council. Based on information of the future street plans for this area, the completion of Rurple Road, Persimmon Street and potential connection with Old Farmington Road from the I and J sections should aid with traffic congestion in the area.

It is the opinion of the Fayetteville Police Department that the commercial rezoning and subsequent development will not cause any major issues in regard to call volume of traffic congestion, especially with street improvements in this area allowing for alternate means of ingress/egress.

LAND USE PLAN: The Future Land Use Plan designates this site for Residential use. The majority of rezoning requests for the Mountain Ranch project is consistent with the land use plan for future residential uses and is compatible with surrounding properties that are developed residentially or commercially. While the commercial zoning requests near Persimmon and Shiloh are not necessarily consistent with the Future Land Use Plan, staff finds that the significant changes in character of this area of the city in the past 3-5 years warrants a small commercial node to allow for commercial services within close walking or driving distance of developing residential areas.

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 majority of the proposed rezoning requests is consistent with current land use planning objectives and policies and is compatible with adjacent properties in the same district. Surrounding properties are very mixed in use, containing multi-family commercial, agricultural and single family uses. Rezoning the properties located on the steeper slopes to RSF-2 is highly desirable, as this zoning district is appropriate for a lower density development that protects the hillside. Similarly, zoning those areas that are less steep but still located on or near the mountain to RSF-4 allows for residential development that provides a transition between adjacent existing and proposed uses.

Staff is recommending for the rezoning of the area A-1 to a C-2 zoning district, with the offered Bill of Assurance that limits the more intrusive uses of a C-2 district. In discussions with the applicant regarding staff's initial findings against the C-2 zoning, the uses intended for this property do not include many of those allowed within the zoning district, and thus have been offered to be removed, subject to approval of the rezoning. Staff finds that a limited neighborhood commercial zoning area at this important future east terminus of Persimmon Street with supporting office, retail and restaurant services for the surrounding, developing residential areas is appropriate and warranted.

Staff is recommending that the request for rezoning to RMF-24 be modified for area E, finding that the development of multi-family dwelling units in the portion of this area identified with 15% or greater slopes is not consistent with the City's adopted policies. Staff would support a rezoning to RMF-24 in that portion of area E east of the 15% or greater slope, which falls generally along the western boundary of the I-540 Design Overlay District.

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 Guiding Policies for Residential Areas includes "site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure and retail and commercial goods and services." The proposed master planned community will include all of these services, including increased accessibility with improvements to surrounding streets and the construction of Persimmon Street, access to the Boys & Girls Club and walking distance to the new Ruppel Road School, along with proposed neighborhood commercial areas and easy access to I-540 to travel to larger regional and community commercial centers within Fayetteville. The use of the property for agricultural means is no longer desirable or needed, and rezoning the subject property will allow for development of property already within the city limits

with access to existing infrastructure and support services.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Future development with the proposed zonings would create traffic in the area, based on an evaluation of the existing zoning (R-A) and the proposed uses, all of which exceed 1 units per 2 acres and agricultural use. However, the proximity of the property to Shiloh Drive and I-540, along with the construction of Persimmon Street through from Ruppel Road, is positive for the development of this property at the density and intensity requested. Additional street improvements and access points will be required as development proceeds, and a connection south to Hwy 62 via Ruppel Road to the west will eventually provide a western north-south connection. Traffic danger and congestion should be minimized if the appropriate improvements to surrounding streets and interconnectivity is required at the time of development.

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 substantially alter the population density in the area. Public service providers have responded accordingly:

Police – This rezoning will substantially alter the population density, and increase the numbers of calls for service. While difficult to project the future calls for service, developments of similar densities and size, when compared, total approximately 3.5% of the total annual calls for service. In comparing the requested RSF-4, RSF-2 and RMF-24 zoning districts to similarly developed areas in the city, an anticipated 0.7% increase, 1.4% increase and 1.5% increase in calls for service, respectively, is anticipated with maximum build-out of the property in question. This does not take into account, however, the time it takes to build out a development or the improved infrastructure required as part of the development. Based on information of the future street plans for this area, the completion of Ruppel Road, Persimmon Street and potential connection with Old Farmington Road from the I and J sections should aid immensely with traffic congestion in the area.

Fire – This rezoning is in close proximity to Fire Station #7 and has an adequate response time of 3-5 minutes. This response time does not consider the approved construction of Persimmon and Ruppel, which should open access to this development considerably.

Engineering – There are currently water lines and sewer lines adjacent to several of the

areas in question, though not all. A sewer analysis will be required at the time of development, in order to determine if capacity is available at that time for downstream lift stations. Both water and sewer lines will be required to be extended into and within the development, by the developer.

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

161.16 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in restaurants
Unit 25	Professional offices

(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 34	Liquor stores
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	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

(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 24	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.

161.06 District RSF-2, Residential Single-Family – Two Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(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 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	2
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(D) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	21,780 sq. ft.
Land area per dwelling unit	21,780 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
30 ft.	15 ft.	30 ft.

(F) *Height regulations.*

Building height maximum	35 ft.
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(G) *Building area.* None.

(Code 1991, §160.045; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

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)

**161.13 District RMF-24, Residential
Multi-Family – Twenty-Four Units Per
Acre**

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(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 11	Manufactured home park
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 24
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

Professional offices	100 ft.
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(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
•No bedroom	1,700 sq. ft.
•One bedroom	1,700 sq. ft.
•Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

Zoning Request Description

- a. Current ownership information. The property is currently owned by The Reserve, L.L.C., with the exception of Parcel 765-14653-000, which is owned by Tom and Monica Terminella. There are no known proposed or pending property sales at this time.
- b. Reason for zoning change request. To allow development of the tract with mixed used, including commercial, multi-family, and single family residential areas. This entire project includes over 400 acres, and will be built in multiple phases.
- c. How the property relates to surrounding properties. This property will continue the emerging trend in the area for single family residential uses, with supporting multi-family and commercial uses, and fits in well with these uses. This trend has been recognized by Fayetteville school officials with location of a new school across Ruppel Road from the project. In addition, inclusion of land for parks is being worked out with the Parks Advisory Board to meet the expected needs for recreational facilities in the area. Anticipated traffic needs have been addressed with the cooperative improvement and construction of both Persimmon Street and Ruppel Road in the vicinity by developers of various projects within the area.
- d. Availability of water and sewer. Both water and sewer are available in the area. An 8" water has been extended to the Boys and Girls Club, immediately to the north of this tract, and a 36" water line runs along the I-540 frontage road to the east. An 8" sanitary sewer exists along the north property line. Sewer capacity concerns for this area have been discussed with planning staff, and the area able to be served by the existing facilities, pending completion of the new treatment plant project, has been established.

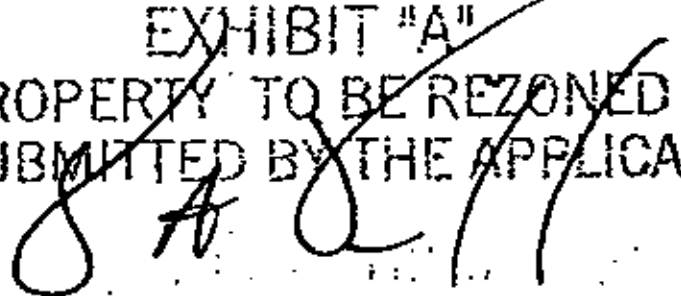
SURVEY DESCRIPTION : PARCEL "A-1" (C-2 ZONING)

PART OF THE FRACTIONAL NE1/4 OF THE NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY FOR PERSIMMON STREET THAT IS S02°08'03"W 59.89 FEET FROM THE NORTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE ALONG SAID RIGHT-OF-WAY LINE S87°01'21"E 943.56 FEET TO THE WEST RIGHT-OF-WAY FOR INTERSTATE 540 (I-540); THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO COURSES:
THENCE S03°34'27"E 234.65 FEET; THENCE S10°24'46"E 417.06 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY N86°54'54"W 1068.85 FEET; THENCE N03°03'50"E 636.82 FEET; THENCE S87°34'55"E 0.97 FEET TO THE POINT OF BEGINNING, CONTAINING 14.60 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT


Applicant's Signature

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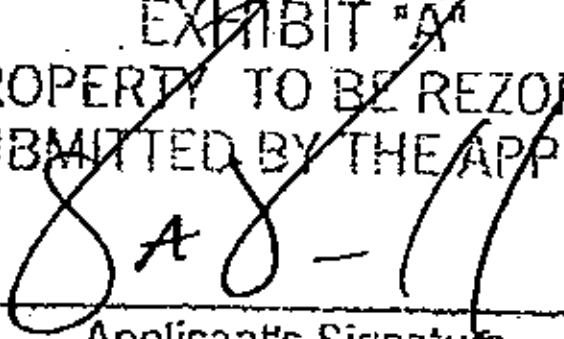
SURVEY DESCRIPTION : PARCEL "A-2" (C-1 ZONING)

PART OF THE FRACTIONAL NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF INTERSTATE 540 (I-540) THAT IS N14°46'48"W 137.85 FEET FROM THE NORTHEAST CORNER OF THE SE1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE LEAVING SAID RIGHT-OF-WAY S56°05'47"W 145.17 FEET; THENCE S25°05'29"W 895.09 FEET; THENCE N57°34'21"W 259.82 FEET; THENCE N30°57'00"W 193.36 FEET; THENCE N33°01'37"W 609.07 FEET; THENCE N87°13'27"W 135.02 FEET; THENCE N03°03'50"E 631.37 FEET; THENCE S86°54'54"E 1068.85 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF INTERSTATE 540 (I-540); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE COURSES: THENCE S10°24'46"E 3.20 FEET; THENCE S17°51'21"E 210.51 FEET; THENCE S21°42'11"E 323.07 FEET TO THE POINT OF BEGINNING, CONTAINING 27.01 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT


Applicant's Signature

R2 N05-1562

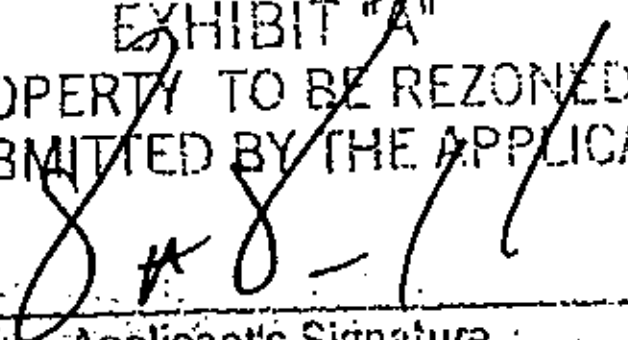
SURVEY DESCRIPTION: PARCEL "B" (RMF-24 ZONING)

PART OF THE FRACTIONAL NW1/4 OF THE NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY FOR PERSIMMON STREET THAT IS S02°08'03"W 59.89 FEET AND THENCE N87°34'55"W 0.97 FEET FROM THE NORTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE ALONG THE EAST LINE OF SAID 40 ACRE TRACT S03°03'50"W 1164.80 FEET; THENCE N57°55'15"W 694.62 FEET; THENCE 89.15 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A LONG CHORD OF N43°19'37"W 88.19 FEET; THENCE N28°43'59"W 769.63 FEET; THENCE 49.69 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 172.50 FEET AND A LONG CHORD OF N20°28'53"W 49.52 FEET; THENCE 73.06 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND A LONG CHORD OF N40°05'39"E 63.32 FEET; THENCE N02°25'05"E 5.05 FEET TO THE SOUTH RIGHT-OF-WAY OF PROPOSED PERSIMMON STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY S87°34'55"E 1058.59 FEET TO THE POINT OF BEGINNING, CONTAINING 19.04 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT


Applicant's Signature

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SURVEY DESCRIPTION: PARCEL "C" (RSF-4 ZONING)

PART OF THE FRACTIONAL NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE FRACTIONAL NW1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE N02°15'42"E 135.27 FEET; THENCE S87°04'16"E 111.76 FEET; THENCE 393.30 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 565.26 FEET AND A LONG CHORD OF N72°59'46"E 385.42 FEET; THENCE S36°52'30"E 23.63 FEET; THENCE N36°46'51"E 306.00 FEET; THENCE N61°16'01"E 349.40 FEET; THENCE N28°43'59"W 143.88 FEET; THENCE N61°16'01"E 155.00 FEET; THENCE S28°43'59"E 448.84 FEET; THENCE 89.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A LONG CHORD OF S43°19'37"E 88.19 FEET; THENCE S57°55'15"E 694.62 FEET; THENCE S03°03'50"W 103.38 FEET; THENCE N87°13'27"W 343.86 FEET; THENCE S38°31'10"W 527.78 FEET; THENCE S03°03'50"W 872.22 FEET; THENCE N87°55'47"W 1249.34 FEET TO THE SOUTHWEST CORNER OF THE FRACTIONAL SW1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE N02°15'42"E 1316.01 FEET TO THE POINT OF BEGINNING, CONTAINING 56.23 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

[Handwritten Signature]

Applicant's Signature

DEHIT

SURVEY DESCRIPTION: **PARCEL "D"** (RSF-2 ZONING)

PART OF THE FRACTIONAL NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE FRACTIONAL SW1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE N87°55'47"W 650.10 FEET; THENCE N03°03'50"E 872.22 FEET; THENCE N38°31'10"E 527.78 FEET; THENCE S87°13'27"E 478.88 FEET; THENCE S33°01'37"E 609.07 FEET; THENCE S00°41'23"W 807.80 FEET; THENCE N86°10'59"W 497.27 FEET; THENCE N87°55'47"W 30.05 FEET TO THE POINT OF BEGINNING, CONTAINING 30.81 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

193.64 Total

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Applicant's Signature

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SURVEY DESCRIPTION: PARCEL "E" (RMF-24 ZONING)

PART OF THE FRACTIONAL NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SE1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE S02°58'02"W 1314.35 FEET TO THE SOUTHEAST CORNER OF THE SE1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE N86°16'57"W 797.35 FEET; THENCE N00°41'23"E 807.80 FEET; THENCE S30°57'00"E 193.36 FEET; THENCE S57°34'21"E 259.82 FEET; THENCE N25°05'29"E 895.09 FEET; THENCE N56°05'47"E 145.17 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF INTERSTATE 540 (I-540); THENCE ALONG SAID RIGHT-OF-WAY S14°46'48"E 137.85 FEET TO THE POINT OF BEGINNING, CONTAINING 16.88 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Applicant's Signature

SURVEY DESCRIPTION: PARCEL "F" (RSF-2 ZONING)

PART OF THE NE1/4 OF THE SW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE1/4 OF THE SW1/4; THENCE S02°48'25"W 1320.68 FEET TO THE SOUTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE N86°21'11"W 229.41 FEET; THENCE N32°32'01"W 1638.65 FEET; THENCE S86°10'59"E 380.05 FEET; THENCE S86°16'57"E 797.35 FEET TO THE POINT OF BEGINNING, CONTAINING 21.32 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Applicant's Signature

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RZN 05-1564

SURVEY DESCRIPTION : PARCEL "G" (RSF-4 ZONING)

PART OF THE SW1/4 AND A PART OF THE SW1/4 OF THE SE1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S87°55'47"E 30.05 FEET FROM THE NORTHWEST CORNER OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18; THENCE S86°10'59"E 117.22 FEET; THENCE S32°32'01"E 1638.65 FEET; THENCE S04°48'54"W 229.92 FEET; THENCE S42°38'23"E 332.98 FEET; THENCE S57°02'04"E 228.98 FEET; THENCE S07°07'03"W 255.37 FEET; THENCE S58°15'28"W 441.52 FEET; THENCE N81°57'11"W 316.79 FEET; THENCE N50°03'15"W 420.98 FEET; THENCE N25°23'41"W 403.35 FEET; THENCE N38°04'30"W 399.06 FEET; THENCE N02°33'13"E 1481.96 FEET TO THE POINT OF BEGINNING, CONTAINING 41.48 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Applicant's Signature

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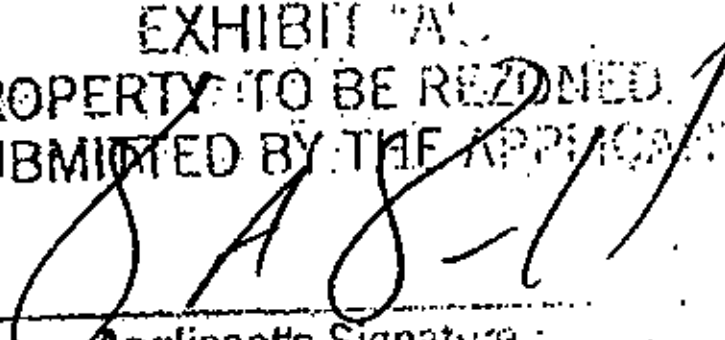
SURVEY DESCRIPTION : PARCEL "H" (RSF-2 ZONING)

PART OF THE SW1/4 AND A PART OF THE SE1/4 OF SECTION 18, AND PART OF THE NW1/4 OF THE NE1/4 OF SECTION 19, ALL IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 18; THENCE ALONG THE NORTH LINE OF SAID 40 ACRE TRACT S86°54'22"E 876.68 FEET; THENCE S17°15'15"E 351.32 FEET; THENCE S00°02'42"E 744.59 FEET; THENCE S01°08'57"W 241.87 FEET; THENCE S02°36'12"W 111.28 FEET TO THE CENTERLINE OF OLD FARMINGTON ROAD; THENCE ALONG SAID CENTERLINE, S81°29'27"W 169.59 FEET; THENCE S72°24'26"W 124.37 FEET; THENCE S61°42'56"W 90.38 FEET; THENCE LEAVING THE CENTERLINE OF OLD FARMINGTON ROAD, N02°46'26"E 233.30 FEET; THENCE N87°23'48"W 681.69 FEET TO THE SOUTHEAST CORNER OF SAID SE1/4 OF THE SW1/4 OF SAID SECTION 18; THENCE N87°10'08"W 1293.28 FEET; THENCE N03°05'26"E 1183.18 FEET; THENCE S38°04'30"E 399.06 FEET; THENCE S25°23'41"E 403.35 FEET; THENCE S50°03'15"E 420.98 FEET; THENCE S81°57'11"E 316.79 FEET; THENCE N58°15'28"E 441.52 FEET; THENCE N07°07'03"E 255.37 FEET; THENCE N57°02'04"W 228.98 FEET; THENCE N42°38'23"W 332.98 FEET; THENCE N04°48'54"E 229.92 FEET; THENCE S86°21'11"E 229.41 FEET TO THE POINT OF BEGINNING, CONTAINING 47.43 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT


Applicant's Signature

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SURVEY DESCRIPTION: PARCEL "I" (RSF-2 ZONING)

PART OF THE FRACTIONAL SW1/4 OF THE SW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID FRL. SW1/4, SW1/4 THAT IS N87°50'08"W 623.23 FEET FROM AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID FRL. SW1/4 OF THE SW1/4 OF SECTION 18, ALSO BEING N87°50'08"W 660.08 FEET FROM A FOUND STONE AT AN EXISTING FENCE CORNER; THENCE S03°05'26"W ALONG AN EXISTING FENCE 1334.86 FEET TO THE SOUTH LINE OF SAID FRL. SW1/4, SW1/4; THENCE ALONG SAID SOUTH LINE N87°08'30"W 689.66 FEET TO THE S.W. CORNER OF THE PROPERTY AS DESCRIBED IN BOOK 754 OF WARRANTY DEEDS AT PAGE 313 OF THE LAND RECORD DOCUMENTS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS; THENCE N03°05'26"E 1326.41 FEET TO THE NORTH LINE OF SAID FRL. SW1/4, SW1/4; THENCE S87°50'08"E 696.84 FEET TO THE POINT OF BEGINNING, CONTAINING 21.17 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS OF RECORD OR FACT.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Applicant's Signature

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SURVEY DESCRIPTION: PARCEL "J" (RSF-2 ZONING)

A PART OF THE FRACTIONAL NW1/4 OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE FRACTIONAL NW1/4 OF SAID SECTION 19, THENCE S87°08'30"E 1872.97 FEET TO THE NORTHEAST CORNER OF THE FRACTIONAL NW1/4 OF SAID FRACTIONAL NW1/4; THENCE S87°10'08"E 65.39 FEET; THENCE S02°23'23"W 1452.13 FEET TO A FOUND COTTON SPINDLE IN THE CENTER LINE OF OLD FARMINGTON ROAD; THENCE ALONG THE CENTER LINE OF OLD FARMINGTON ROAD, S54°11'43"W 67.19 FEET TO A FOUND COTTON SPINDLE; THENCE S52°36'01"W 442.08 FEET; THENCE ALONG AND LEAVING THE CENTER LINE OF OLD FARMINGTON ROAD, S54°18'57"W 305.08 FEET TO A FOUND IRON PIN; THENCE S81°32'45"W 8.56 FEET TO THE SOUTHEAST CORNER OF THE 1.62 ACRE SCHOOL-CHURCH TRACT; THENCE N02°09'19"W 294.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N89°34'10"W 214.65 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S01°56'49"W 331.56 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE S81°32'45"W 28.18 FEET TO A FOUND IRON PIN; THENCE N88°56'16"W 367.34 FEET TO A FOUND IRON PIN; THENCE N01°56'53"E 718.48 FEET TO A FOUND STONE; THENCE N86°28'58"W 658.72 FEET TO THE SOUTHWEST CORNER OF THE FRACTIONAL NW1/4 OF SAID FRACTIONAL NW1/4; THENCE N02°15'53"E 1309.63 FEET TO THE POINT OF BEGINNING, CONTAINING 72.93 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

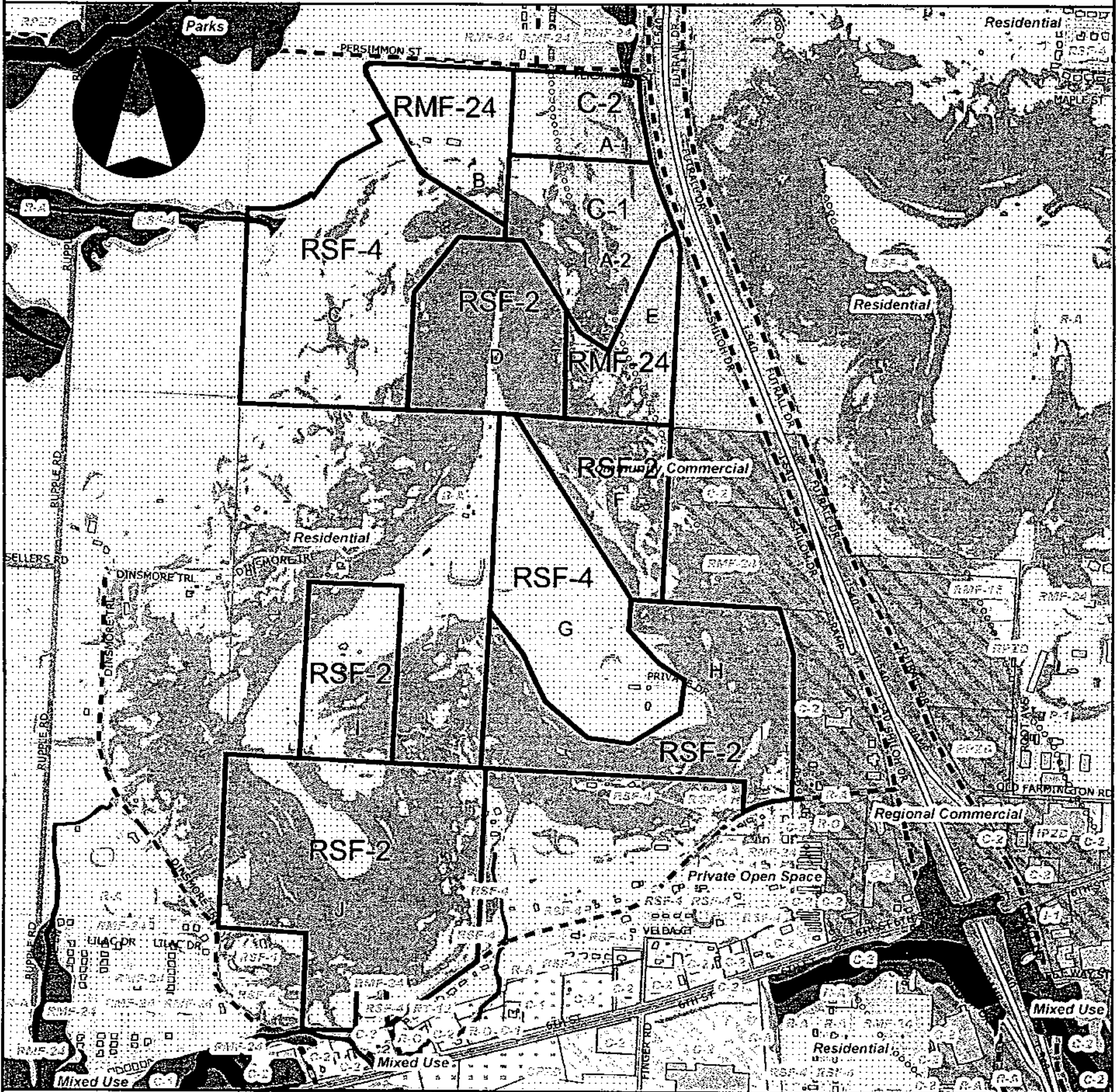
EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Applicant's Signature

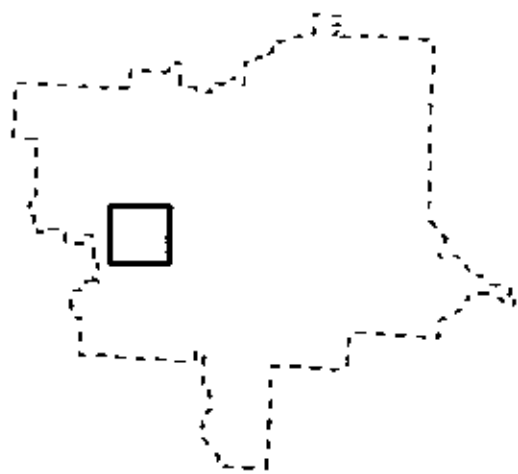
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MOUNTAIN RANCH
Future Land Use

MOUNTAIN RANCH



Overview



Legend

Subject Property

Streets

Existing
Planned

Boundary

Planning Area
Overlay District
Outside City

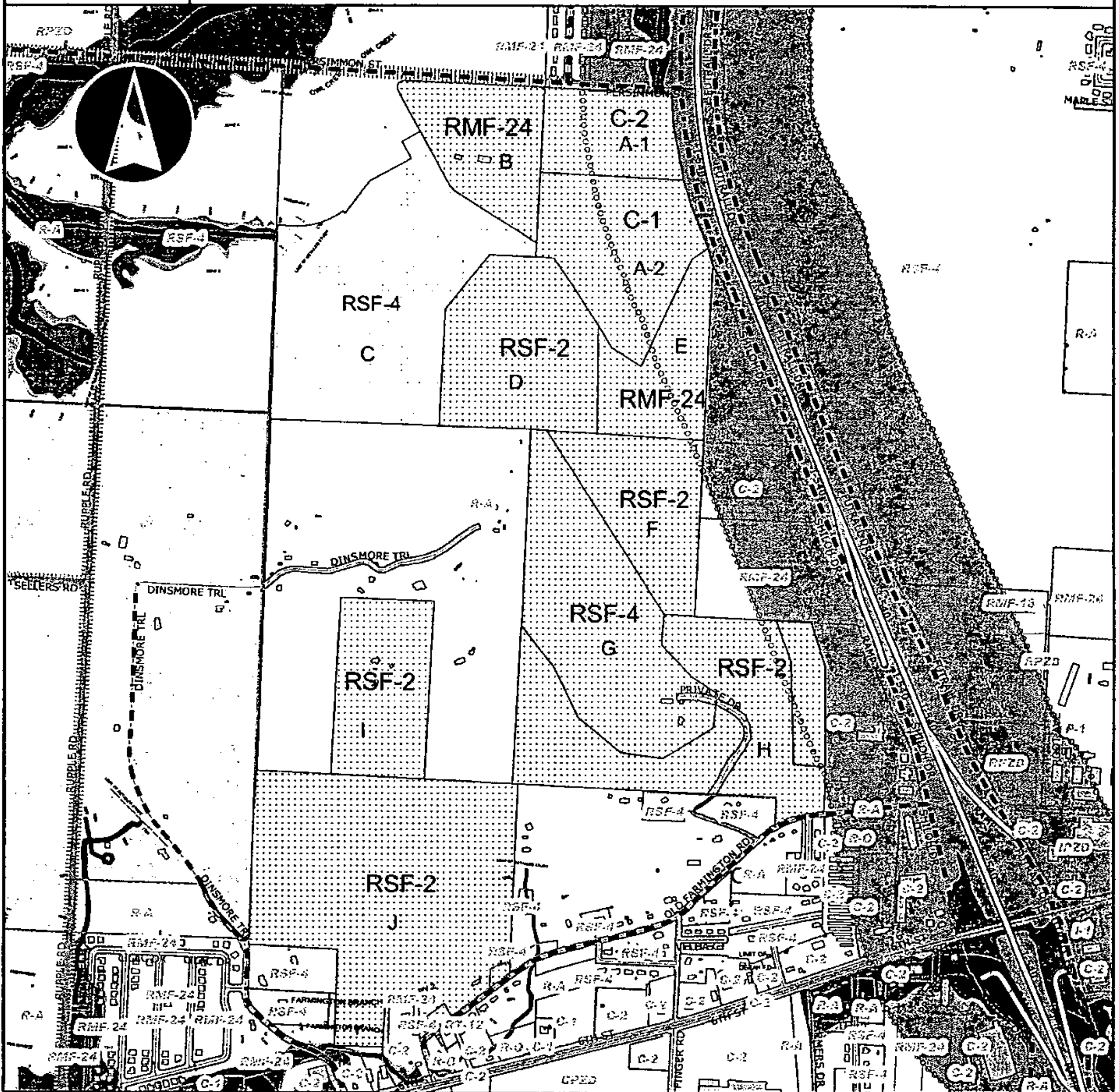
Master Street Plan

Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 300 600 1,200 1,800 2,400
Feet

MOUNTAIN RANCH

Close Up View



Legend

Overview

RZN05-1564_F

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

Overlay District

FLOODWAY

100 YEAR

500 YEAR

LIMIT OF STUDY

BaseLine Profile

Fayetteville

Outside City

RZN05-1564_H

RZN05-1564_I

RZN05-1564_J

RZN05-1564_D

RZN05-1560

RZN05-1561

RZN05-1562

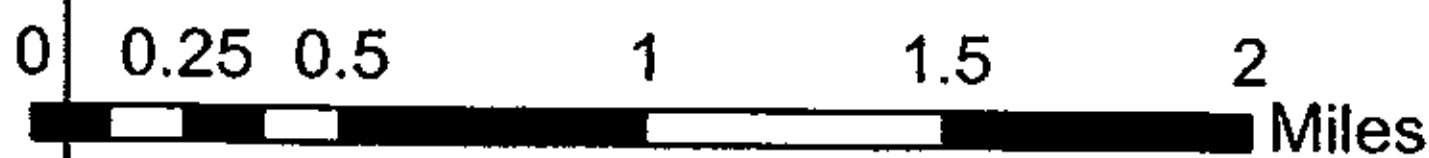
RZN05-1563

RZN05-1565

RZN05-1566

0 300 600 1,200 1,800 2,400 Feet

Two Mile View



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

C.14.
RZN 05-1564 Mountain Ranch
Page 35 of 36

19-Jul-05

City Council Meeting Date

Jeremy Pate

Submitted By

Planning

Division

Operations

Department

Action Required:

RZN 05-1564: (Mountain Ranch D,F,H,I,J, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located SOUTH OF PERSIMMON AND WEST OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 193.66 acres. The request is to rezone the subject property to RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE.

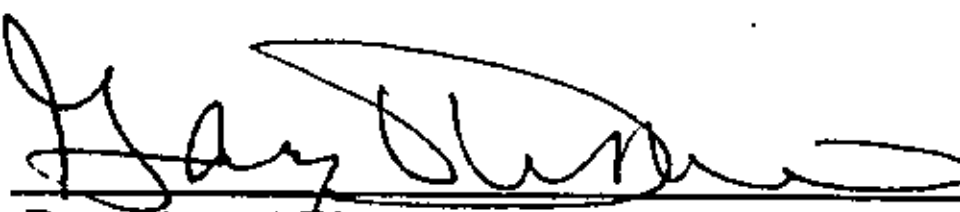
\$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

7-1-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

7/1/05
Date


Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office



Received in Mayor's Office




Mayor

7/5/05
Date

Comments:

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 30, 2005

Subject: Rezoning for Mountain Ranch (RZN 05-1563, RZN 05-1566)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 97.71 acres of property from R-A, Residential-Agricultural, to RSF-4, Residential Single family, 4 units per acre, as described herein.

BACKGROUND

The subject property is comprised of two "areas" on the submitted map, that of Area C (56.23 acres) and G (41.48 acres). These areas are situated on less steep property, following the terrain where possible to allow for a suitable density of residential homes at a maximum density of four units per acre. Area C is directly east of the approved Mountain Ranch Phase I development; Area G is on top of the larger mountain, in an area that flattens out after rising in elevation from all directions. Property to the west is zoned RSF-4 and R-A, with approved development plans on a portion of the land. The property is in some of the least steep areas of the overall land being discussed, thereby lending itself to more density than the surrounding slopes. Additionally, being located near a Collector Street will aid in keeping traffic congestion minimal.

The Future Land Use Plan designates this entire site for Residential use. The majority of rezoning requests for the Mountain Ranch project is consistent with the land use plan for future residential uses and is compatible with surrounding properties that are developed residentially or commercially.

The applicant proposes a rezoning of the subject property to facilitate the future development of a master planned community with a mixture of home types and sizes. 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 27, 2005. The Planning Commission voted 9-0-0 to forward this item to the City Council with a recommendation in favor of the rezoning.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1563 (MOUNTAIN RANCH C) and
RZN 05-1566 (MOUNTAIN RANCH G) FOR APPROXIMATELY
97.71 ACRES LOCATED SOUTH OF PERSIMMON STREET AND
WEST OF SHILOH DRIVE 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 05-1563 and RZN 05-1566

SURVEY DESCRIPTION PARCEL: "C" (RSF-4 ZONING)

PART OF THE FRACTIONAL NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE FRACTIONAL NW1/4 OF THE NW 1/4 OF SAID SECTION 18; THENCE N02°15'42"E 135.27 FEET; THENCE S87°04'16"E 111.76 FEET; THENCE 393.30 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 565.26 FEET AND A LONG CHORD OF N72°59'46"E 385.42 FEET; THENCE S36°52'30"E 23.63 FEET; THENCE N36°46'51"E 306.00 FEET; THENCE N61°16'01"E 349.40 FEET; THENCE N28°43'59"W 143.88 FEET; THENCE N61°16'01"E 155.00 FEET; THENCE S28°43'59"E 448.84 FEET; THENCE 89.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A LONG CHORD OF S43°19'37"E 88.19 FEET; THENCE S57°55'15"E 694.62 FEET; THENCE S03°03'50"W 103.38 FEET; THENCE N87°13'27"W 343.86 FEET; THENCE S38°31'10"W 527.78 FEET; THENCE S03°03'50"W 872.22 FEET; THENCE N87°55'47"W 1249.34 FEET TO THE SOUTHWEST CORNER OF THE FRACTIONAL SW1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE N02°15'42"E 1316.01 FEET TO THE POINT OF BEGINNING, CONTAINING 56.23 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES.

SURVEY DESCRIPTION PARCEL "G" (RSF-4 ZONING)

PART OF THE SW1/4 AND A PART OF THE SW1/4 OF THE SE 1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S87°55'47"E 30.05 FEET FROM THE NORTHWEST CORNER OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18; THENCE S86°10'59"E 117.22 FEET; THENCE S32°32'01"E 1638.65 FEET; THENCE S04°48'54"W 229.92 FEET; THENCE S42°38'23"E 332.98 FEET; THENCE S57°02'04"E 228.98 FEET; THENCE S07°07'03"W 255.37 FEET; THENCE S58°15'28"W 441.52 FEET; THENCE N81°57'11"W 316.79 FEET; THENCE N50°03'15"W 420.98 FEET; THENCE N25°23'41"W 403.35 FEET; THENCE

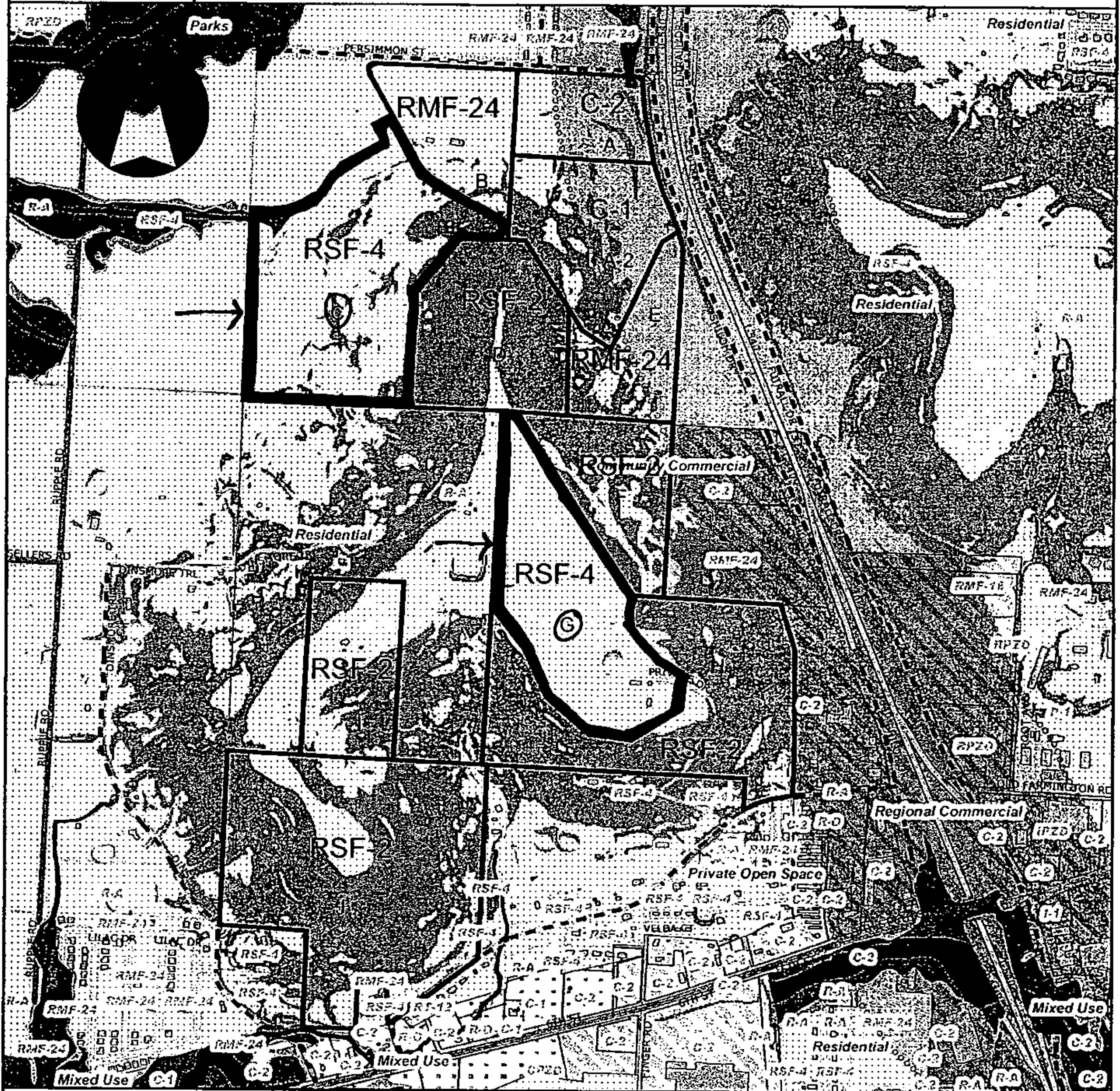
N38°04'30"W 399.06 FEET; THENCE N02°33'13"E 1481.96 FEET TO THE POINT
OF BEGINNING, CONTAINING 41.48 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE
COORDINATES;

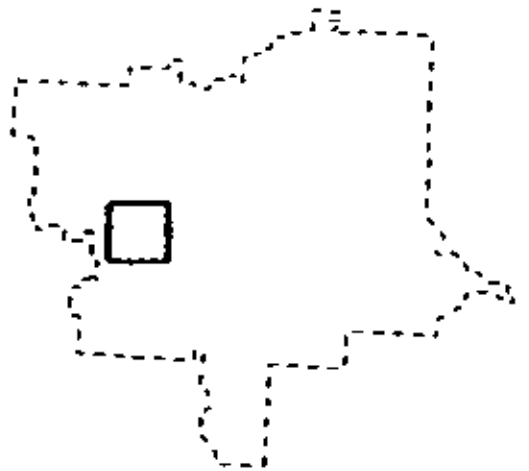
DRAFT

MOUNTAIN RANCH
Future Land Use

MOUNTAIN RANCH



Overview



Legend

Subject Property

Streets

- Existing
- Planned

Boundary

- Planning Area
- Overlay District
- Outside City

Master Street Plan

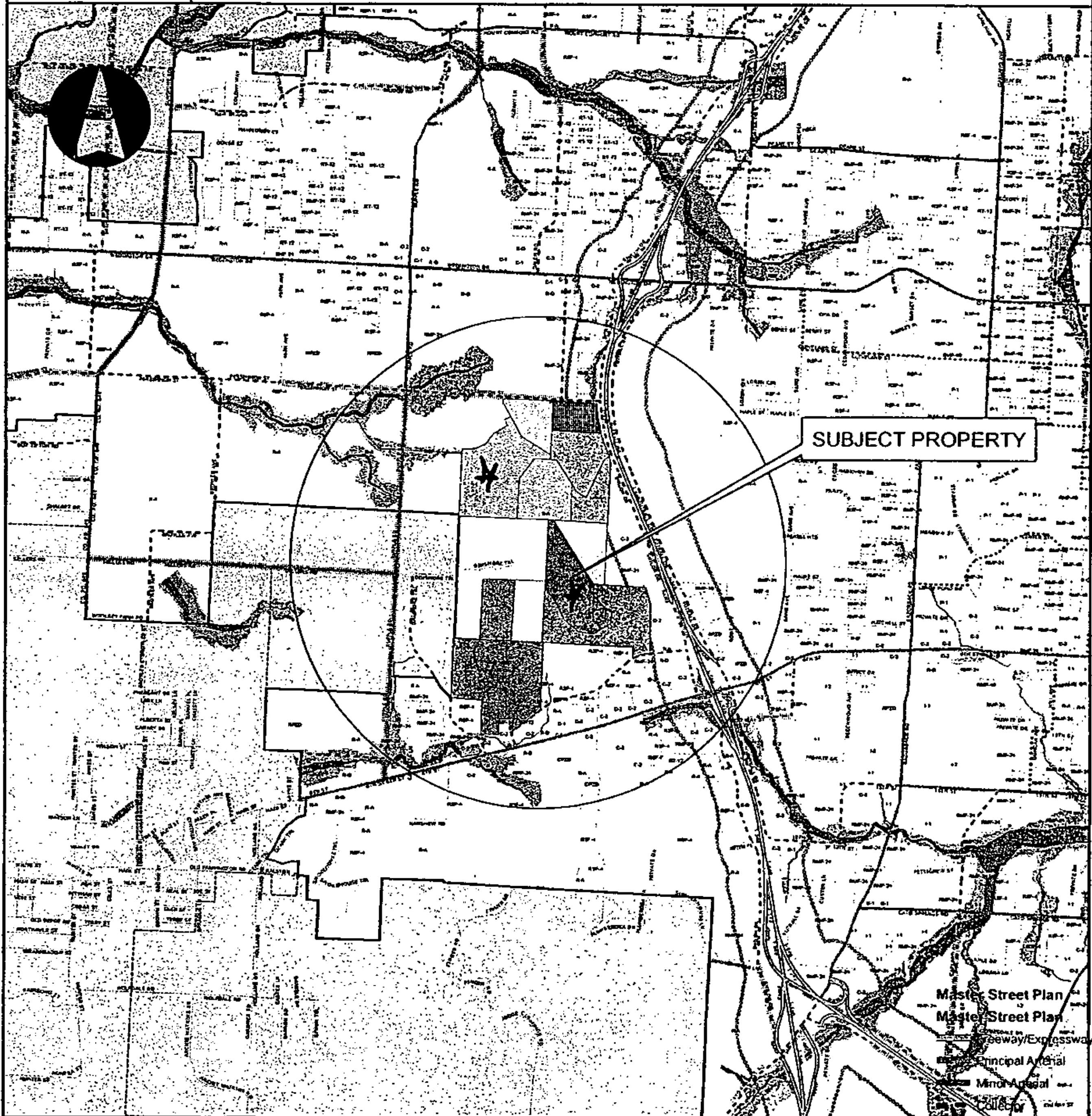
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Collector

0 300 600 1,200 1,800 2,400
Feet

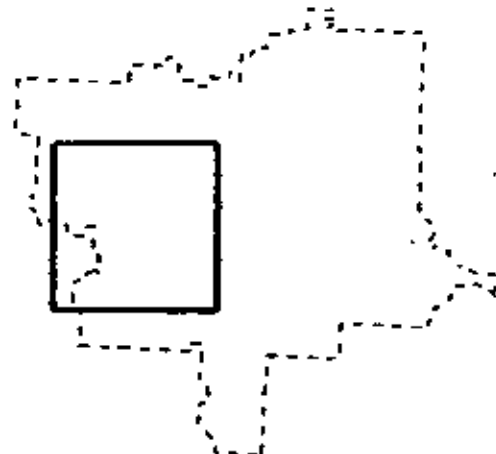
RZN05-1564

Two Mile View

MOUNTAIN RANCH



Overview



Legend

Subject Property

RZN05-1560

Boundary

Planning Area

Overlay District

Outside City

0 0.25 0.5 1 1.5 2 Miles

Historic Collector

RZN05-1561

RZN05-1562

RZN05-1563

RZN05-1564

RZN05-1564_F

RZN05-1564_H

RZN05-1564_I

RZN05-1564_J

RZN05-1565

RZN05-1566

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

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

C.15.
RZN 05-1563, RZN 05-1566 Mountain Ranch
Page 8 of 8

19-Jul-05
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1563, RZN 05-1566: (Mountain Ranch C, G, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located SOUTH OF PERSIMMON AND WEST OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 97.71 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

☐

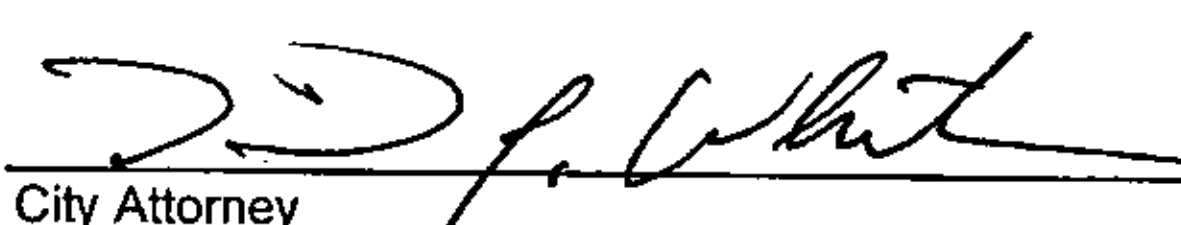

Department Director

7-1-05
Date

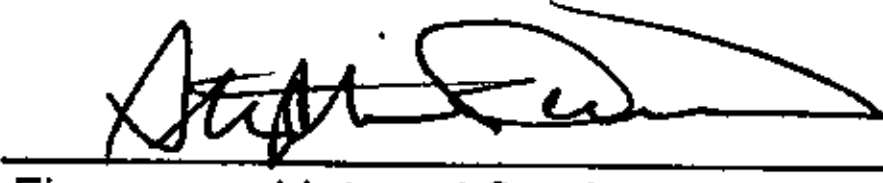
Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

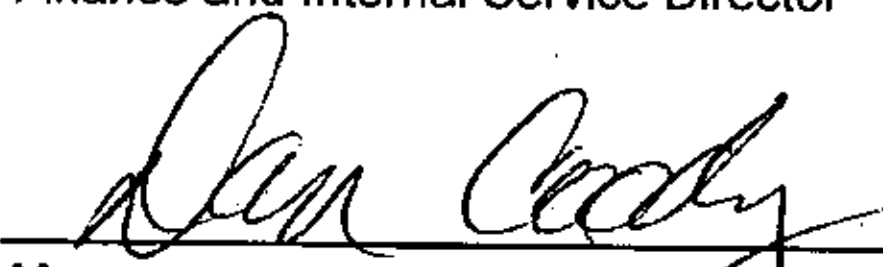
7/1/05


Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office




Mayor

7/1/05
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 30, 2005

Subject: Rezoning for Mountain Ranch (RZN 05-1562)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 19.04 acres of property from R-A, Residential-Agricultural, to RMF-24, Residential Multi-family, 24 units per acre, as described herein.

BACKGROUND

The subject property contains approximately 19.04 acres, located near the intersection of Persimmon Street and Betty Jo Drive. Property to the north is developed with single, two, three and multi-family housing; it is zoned RMF-24. The property is in one of the least steep areas of the overall land being discussed, thereby lending itself to more density. Additionally, being located near a Collector Street will aid in keeping traffic congestion minimal.

The Future Land Use Plan designates this entire site for Residential use. The majority of rezoning requests for the Mountain Ranch project is consistent with the land use plan for future residential uses and is compatible with surrounding properties that are developed residentially or commercially.

The applicant proposed a rezoning of the subject property to facilitate the future development of a master planned community with a mixture of home types and sizes. The request is to rezone the subject property from R-A, Residential Agricultural, to RMF-24, Residential Multi-family, 24 units per acre. Staff find that mixing the unit type and density within an overall master plan is in keeping with the General Plan 2020 goals and objectives.

DISCUSSION

This item was heard at the regular Planning Commission on June 27, 2005. The Planning Commission voted 9-0-0 to forward this item to the City Council with a recommendation in favor of the rezoning.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1562 (MOUNTAIN RANCH B)
FOR APPROXIMATELY 19.04 ACRES LOCATED SOUTH OF
PERSIMMON STREET AND WEST OF SHILOH DRIVE FROM R-A,
RESIDENTIAL AGRICULTURAL TO RMF-24, RESIDENTIAL
MULTI-FAMILY, 24 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 RMF-24, Residential Multi-family,
24 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 05-1562

SURVEY DESCRIPTION PARCEL: "B" (RMF-24 ZONING)

PART OF THE FRACTIONAL NW1/4 OF THE NW1/4 OF SECTION 18 IN
TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY,
ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

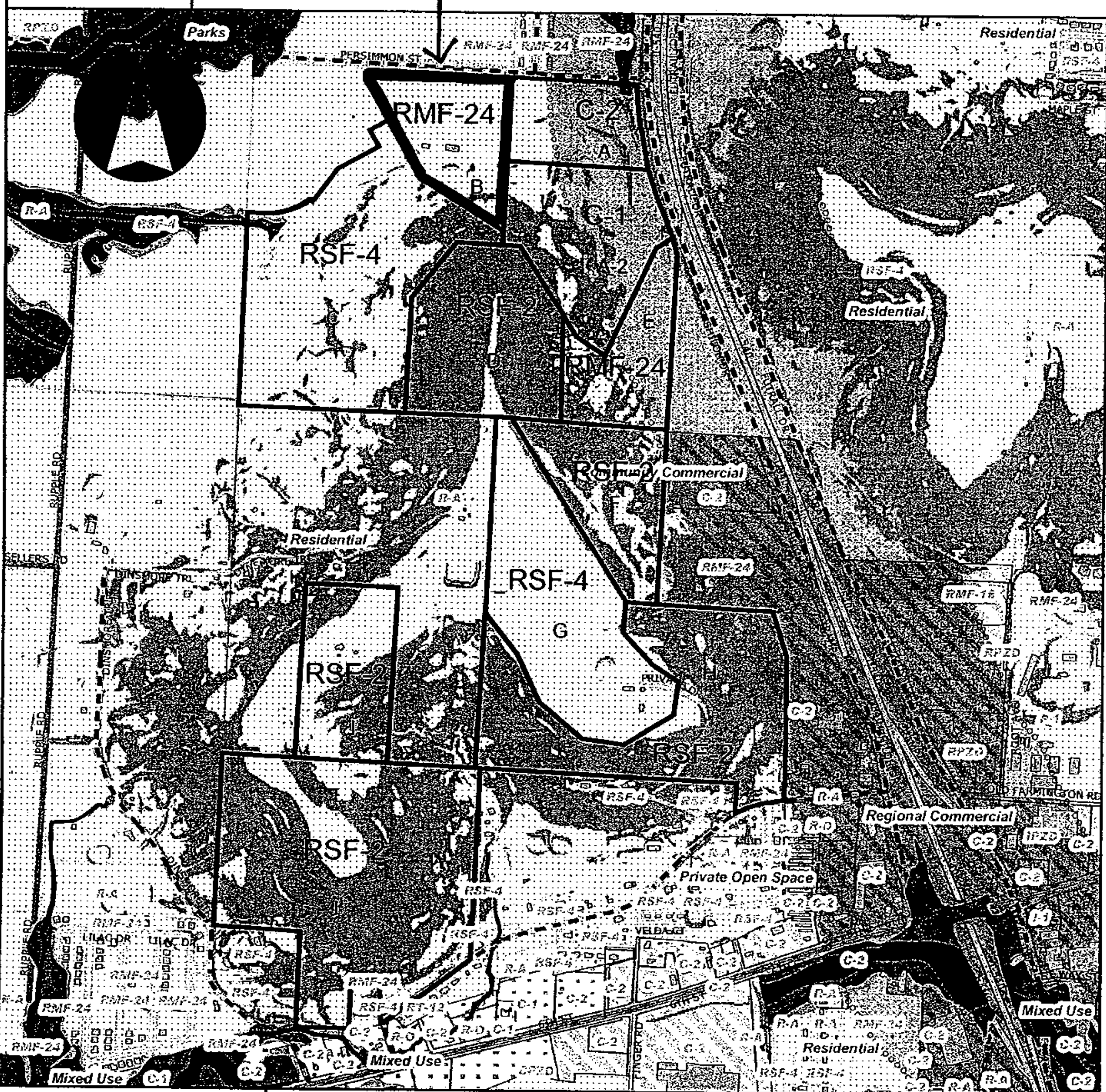
BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY FOR PERSIMMON
STREET THAT IS S02°08'03"W 59.89 FEET AND THENCE N87°34'55"W 0.97
FEET FROM THE NORTHEAST CORNER OF SAID 40 ACRE TRACT THENCE
ALONG THE EAST LINE OF SAID 40 ACRE TRACT S03°03'50"W 1164.80 FEET;
THENCE N57°55'15"W 694.62 FEET; THENCE 89.15 FEET ALONG A CURVE TO
THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A LONG CHORD OF
N43°19'37"W 88.19 FEET; THENCE N28°43'59"W 769.63 FEET;
THENCE 49.69 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF
172.50 FEET AND A LONG CHORD OF N20°28'53"W 49.52 FEET; THENCE 73.06
FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET
AND A LONG CHORD OF N40°05'39"E 63.32 FEET; THENCE N02°25'05"E 5.05
FEET TO THE SOUTH RIGHT-OF-WAY OF PROPOSED PERSIMMON STREET;
THENCE ALONG SAID SOUTH RIGHT-OF-WAY S87°34'55"E 1058.59 FEET TO
THE POINT OF BEGINNING, CONTAINING 19.04 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE
COORDINATES.

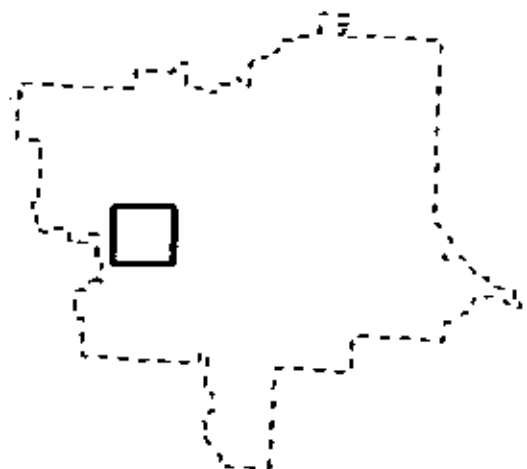
MOUNTAIN RANCH

Future Land Use

MOUNTAIN RANCH



Overview



Legend

Subject Property

Streets

Existing
Planned

Boundary

Planning Area
Overlay District
Outside City

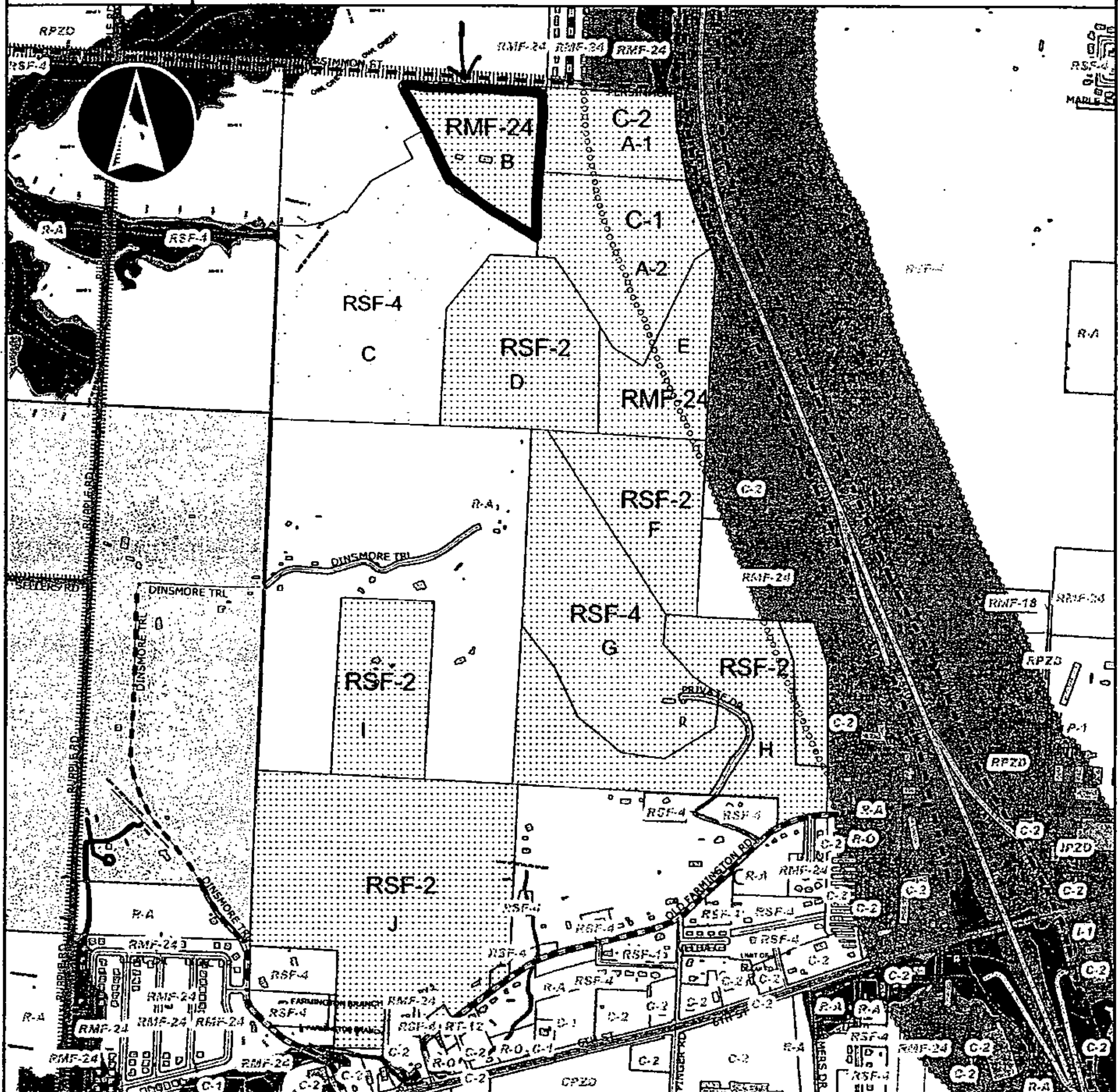
Master Street Plan

Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 300 600 1,200 1,800 2,400
Feet

MOUNTAIN RANCH

Close Up View



Legend

RZN05-1564_F

Master Street Plan

Master Street Plan

Free-way/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

Overlay District

FLOODWAY

500 YEAR

100 YEAR

LIMIT OF STUDY

Baseline Profile

Fayetteville

Outside City

RZN05-1564_H

0 300 600 1,200 1,800 2,400 Feet

RZN05-1564_I

RZN05-1564_J

RZN05-1564_D

RZN05-1560

RZN05-1561

RZN05-1562

RZN05-1563

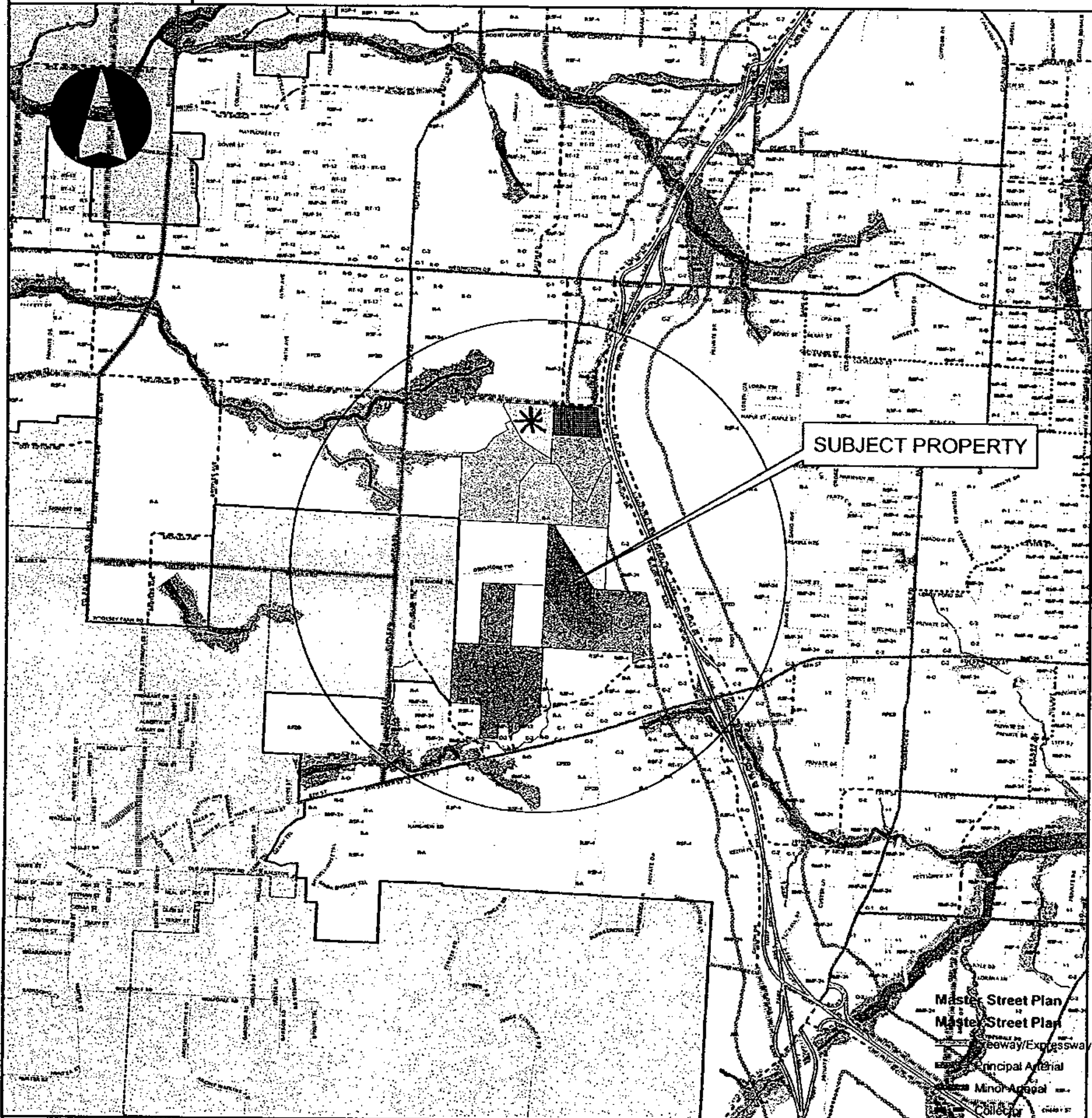
RZN05-1565

RZN05-1566

RZN05-1564

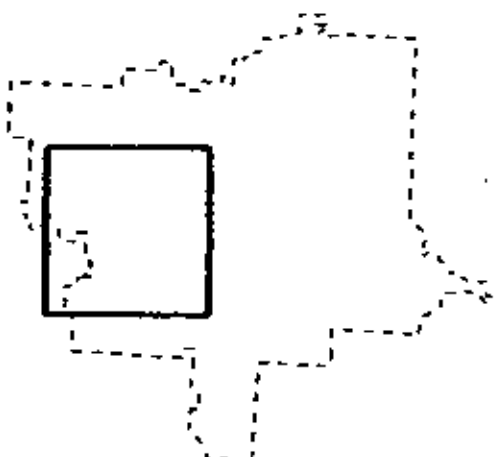
Two Mile View

MOUNTAIN RANCH



Master Street Plan
Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector

Overview



Legend

Subject Property

RZN05-1560

Boundary

Planning Area

Overlay District

Outside City

0 0.25 0.5 1 1.5 2 Miles

●●●● Historic Collector
RZN05-1561
RZN05-1562
RZN05-1563
RZN05-1564
RZN05-1564_F
RZN05-1564_H
RZN05-1564_I
RZN05-1564_J
RZN05-1565
RZN05-1566

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

C.16.
RZN 05-1562 Mountain Ranch
Page 7 of 8

19-Jul-05

City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1562: (Mountain Ranch B, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located SOUTH OF PERSIMMON STREET AND WEST OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 19.04 acres. The request is to rezone the subject property to RMF-24, RESIDENTIAL MULTI FAMILY, 24 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

7-1-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

7/1/05
Date


Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office




Mayor

7/5/05
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 30, 2005

Subject: Rezoning for Mountain Ranch (RZN 05-1561)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 27.01 acres of property from R-A, Residential-Agricultural, to C-1, Neighborhood Commercial, as described herein.

BACKGROUND

The subject property contains approximately 27.01 acres, located near the southwest intersection of Shiloh Drive and Persimmon Street, west of I-540. Both of the adjacent Collector streets are improved streets at this time. A portion of the property is located within the Design Overlay District along I-540.

The Future Land Use Plan designates this entire site for Residential use. The majority of rezoning requests for the Mountain Ranch project is consistent with the land use plan for future residential uses and is compatible with surrounding properties that are developed residentially or commercially. While the commercial zoning requests near Persimmon and Shiloh are not necessarily consistent with the Future Land Use Plan, staff finds that the significant changes in character of this area of the city in the past 3-5 years warrants a small commercial node to allow for commercial services within close walking or driving distance of developing residential areas.

The applicant proposed a rezoning of the subject property to facilitate the future development of a supporting commercial area for planned residential growth. The request is to rezone the subject property from R-A, Residential Agricultural, to C-1, Neighborhood Commercial. Staff finds that small commercial nodes that support surrounding residential areas are in keeping with the General Plan 2020, and that this intersection represents such a node that is evolving with development in this area.

DISCUSSION

This item was heard at the regular Planning Commission on June 27, 2005. The Planning Commission voted 9-0-0 to forward this item to the City Council with a recommendation in favor of the rezoning.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1561 (MOUNTAIN RANCH A-2)
FOR APPROXIMATELY 27.01 ACRES LOCATED SOUTH OF
PERSIMMON STREET AND WEST OF SHILOH DRIVE FROM R-A,
RESIDENTIAL AGRICULTURAL TO C-1, NEIGHBORHOOD
COMMERCIAL.

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

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

From R-A, Residential Agricultural to C-1, Neighborhood 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 05-1561

SURVEY DESCRIPTION: PARCEL "A-2" (C-1 ZONING)

PART OF THE FRACTIONAL NW1/4 OF SECTION 18 IN TOWNSHIP 16 NORTH
OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

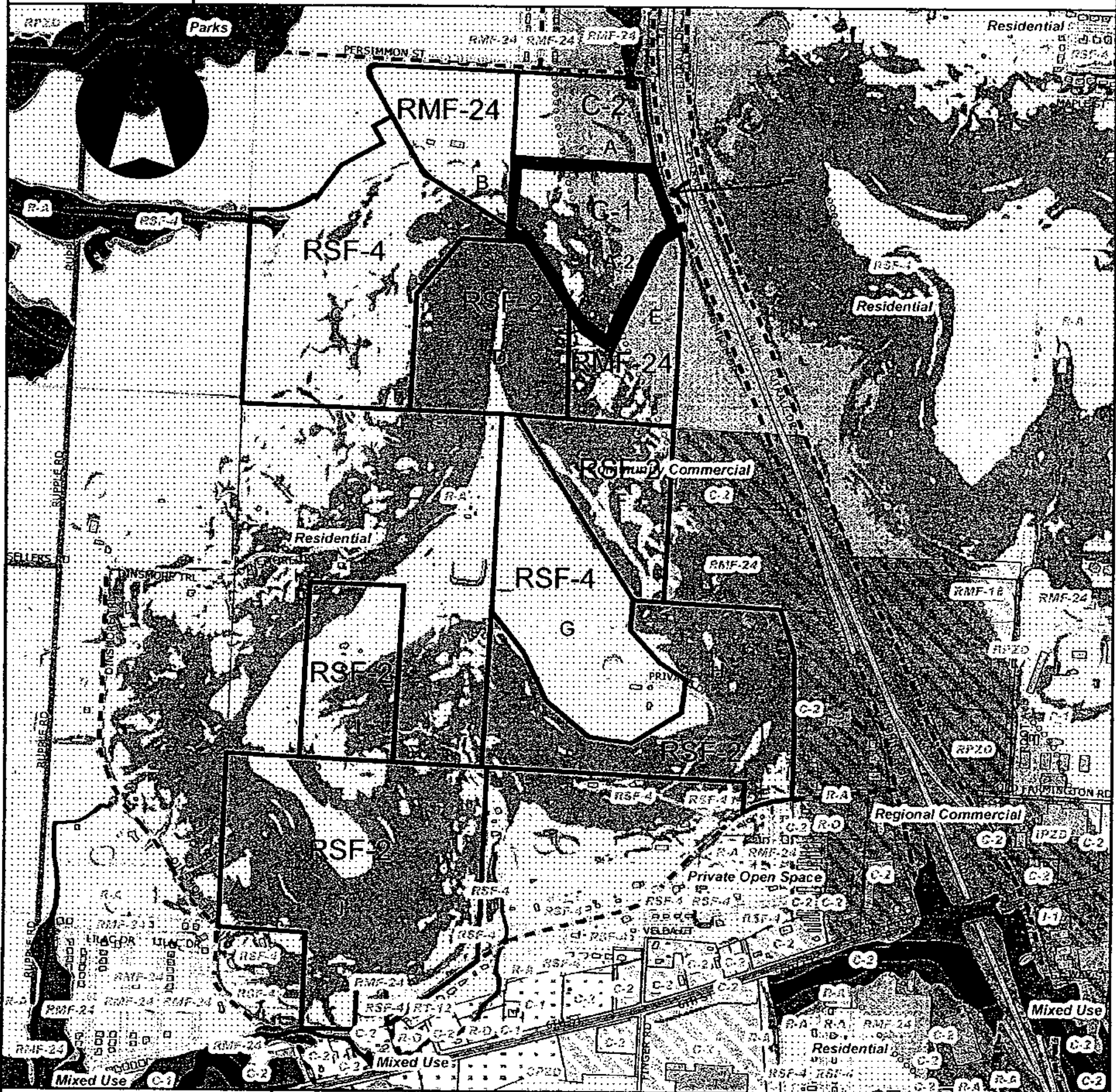
BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY INTERSTATE 540 (I-540) THAT IS N14°46'48"W 137.85 FEET FROM THE NORTHEAST CORNER OF THE SE1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE LEAVING SAID RIGHT-OF-WAY LINE S56°05'47"W 145.17 FEET; THENCE S25°05'29"W 895.09 FEET; THENCE N57°34'21"W 259.82 FEET; THENCE N30°57'00"W 193.36 FEET; THENCE N33°01'37"W 609.07 FEET; THENCE N87°13'27"W 135.02 FEET; THENCE N03°03'50"E 631.37 FEET; THENCE S86°54'54"E 1068.85 FEET; TO A POINT ON THE WEST RIGHT-OF-WAY OF INTERSTATE 540 (I-540); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE COURSES: THENCE S10°24'46"E 3.20 FEET; THENCE S17°51'21"E 210.51 FEET; THENCE S21°42'11"E 323.07 FEET TO THE POINT OF BEGINNING, CONTAINING 27.01 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE COORDINATES

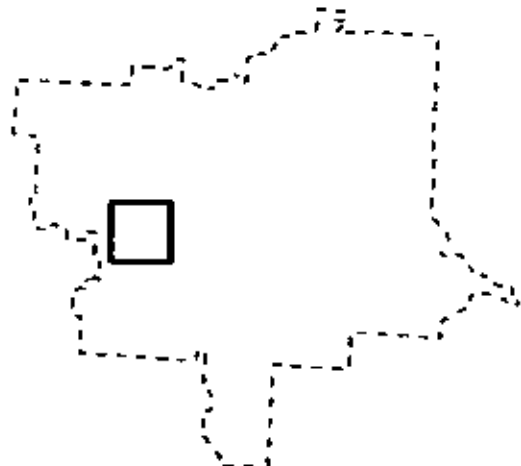
MOUNTAIN RANCH

Future Land Use

MOUNTAIN RANCH



Overview



Legend

Subject Property

Streets

Existing
Planned

Boundary

Planning Area
Overlay District
Outside City

Master Street Plan

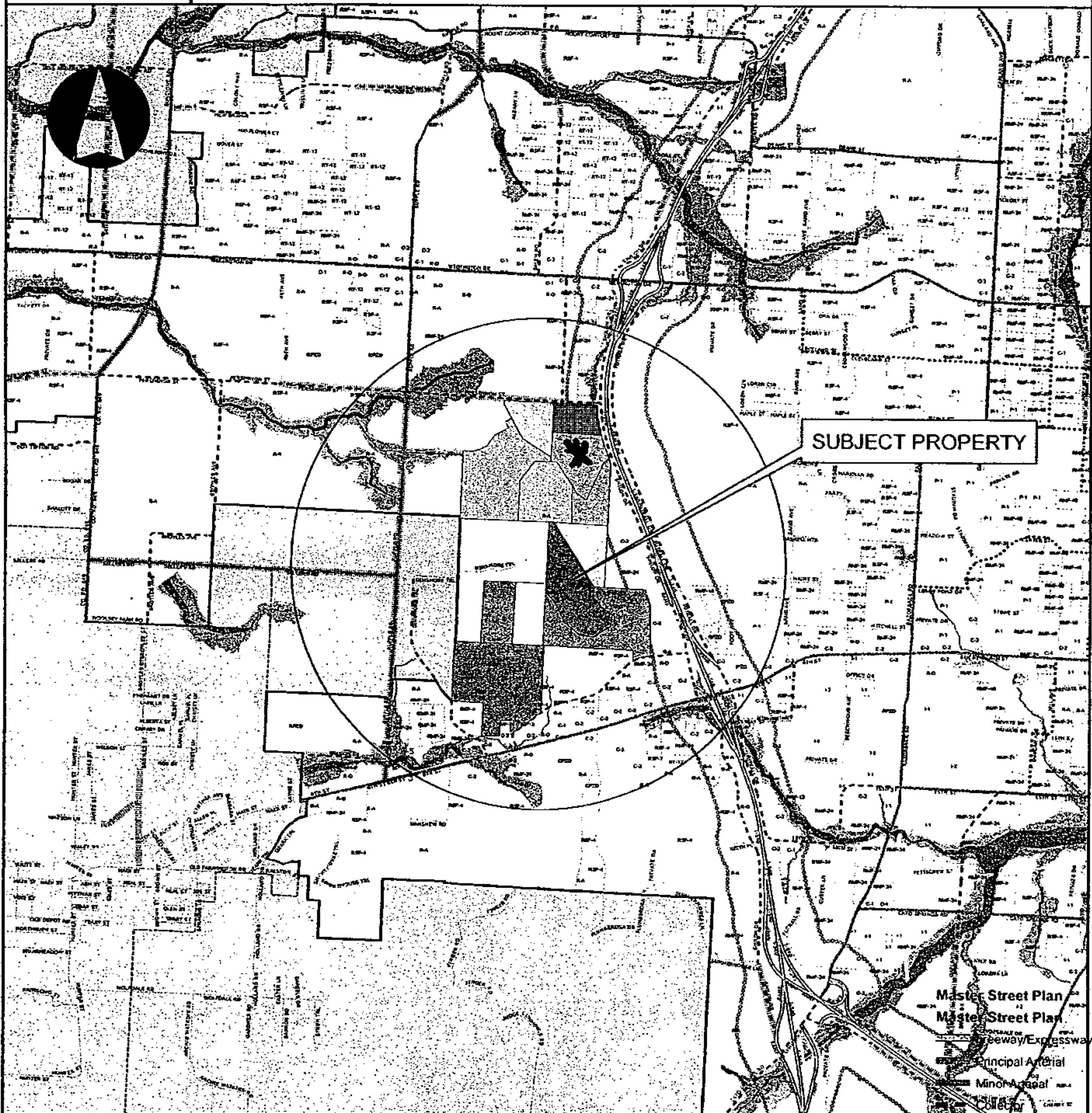
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 300 600 1,200 1,800 2,400
Feet

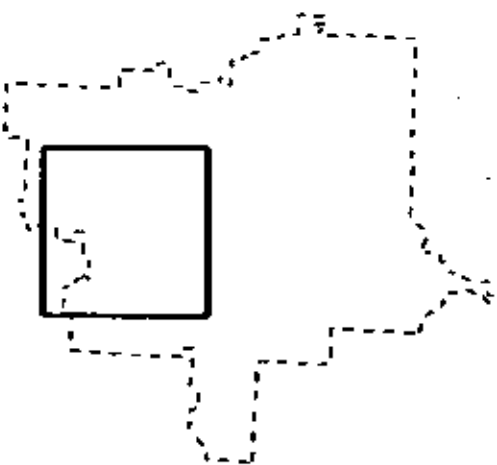
RZN05-1564

Two Mile View

MOUNTAIN RANCH



Overview



Legend

Subject Property

RZN05-1560

Boundary

Planning Area

Overlay District

Outside City

0 0.25 0.5 1 1.5 2 Miles

Historic Collector

RZN05-1561

RZN05-1562

RZN05-1563

RZN05-1564

RZN05-1564_F

RZN05-1564_H

RZN05-1564_I

RZN05-1564_J

RZN05-1565

RZN05-1566

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

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

C.17.
RZN 05-1561 Mountain Ranch
Page 7 of 8

19-Jul-05

City Council Meeting Date

Jeremy Pate ^{JP}
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1561: (Mountain Ranch A-2, 479): Submitted by CRAFTON TULL & ASSOCIATES, INC. – ROGERS for property located SOUTH OF PERSIMMON STREET AND WEST OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 27.01 acres. The request is to rezone the subject property to C-1, NEIGHBORHOOD 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 7-1-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney 7/1/05
Date


Finance and Internal Service Director 7-6-05
Date

Received in City Clerk's Office

ENTERED
7/1/05


Mayor 7/5/05
Date

Received in Mayor's Office

ENTERED
7-1-05

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *JP*

Date: June 30, 2005

Subject: Rezoning for Mountain Ranch (RZN 05-1560)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 14.60 acres of property from R-A, Residential-Agricultural, to C-2, Thoroughfare Commercial, subject to a Bill of Assurance offered by the applicant on the subject property.

BACKGROUND

The subject property contains approximately 14.60 acres, located at the southwest intersection of Shiloh Drive and Persimmon Street, west of I-540. Both of the adjacent Collector streets are improved streets at this time.

The Future Land Use Plan designates this entire site for Residential use. The majority of rezoning requests for the Mountain Ranch project is consistent with the land use plan for future residential uses and is compatible with surrounding properties that are developed residentially or commercially. While the commercial zoning requests near Persimmon and Shiloh are not necessarily consistent with the Future Land Use Plan, staff finds that the significant changes in character of this area of the city in the past 3-5 years warrants a small commercial node to allow for commercial services within close walking or driving distance of developing residential areas.

The applicant proposed a rezoning of the subject property to facilitate the future development of a supporting commercial area for planned residential growth. The request is to rezone the subject property from R-A, Residential Agricultural, to C-2, Thoroughfare Commercial. Staff originally had reservations about the request, and met with the applicant to address these concerns. Following, a Bill of Assurance was offered by the applicant to restrict some of the more potentially objectionable uses found in a C-2 zoning district.

DISCUSSION

This item was heard at the regular Planning Commission on June 27, 2005. The Planning Commission voted 9-0-0 to forward this item to the City Council with a recommendation in favor of the rezoning, with clarifications to the Bill of Assurance being offered.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1560 (MOUNTAIN RANCH A-1)
FOR APPROXIMATELY 14.60 ACRES LOCATED SOUTH OF
PERSIMMON STREET AND WEST OF SHILOH DRIVE FROM R-A,
RESIDENTIAL AGRICULTURAL 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 R-A, Residential Agricultural to C-2, Thoroughfare Commercial, as
shown on Exhibit "A" attached hereto and made a part hereof.

Section 2: That the rezoning is subject to the Bill of Assurance offered by the
applicant and shown as Exhibit "B" attached hereto and made a part hereof.

Section 3: 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 05-1560

SURVEY DESCRIPTION: PARCEL "A-1" (C-2 ZONING)

PART OF THE FRACTIONAL NE1/4 OF THE NW1/4 OF SECTION 18 IN
TOWNSHIP 16 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY,
ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY FOR PERSIMMON
STREET THAT IS S02°08'03"W 59.89 FEET FROM THE NORTHWEST CORNER
OF SAID 40 ACRE TRACT; THENCE ALONG SAID RIGHT-OF-WAY LINE
S87°01'21"E 943.56 FEET TO THE WEST RIGHT-OF-WAY FOR INTERSTATE 540
(1-540); THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO
COURSES:

THENCE S03°34'27"E 234.65 FEET; THENCE S10°24'46"E 417.06 FEET; THENCE
LEAVING SAID WEST RIGHT-OF-WAY N86°54'54"W 1068.85 FEET; THENCE
N03°03'50"E 636.82 FEET; THENCE S87°34'55"E 0.97 FEET TO THE POINT OF
BEGINNING, CONTAINING 14.60 ACRES, MORE OR LESS.

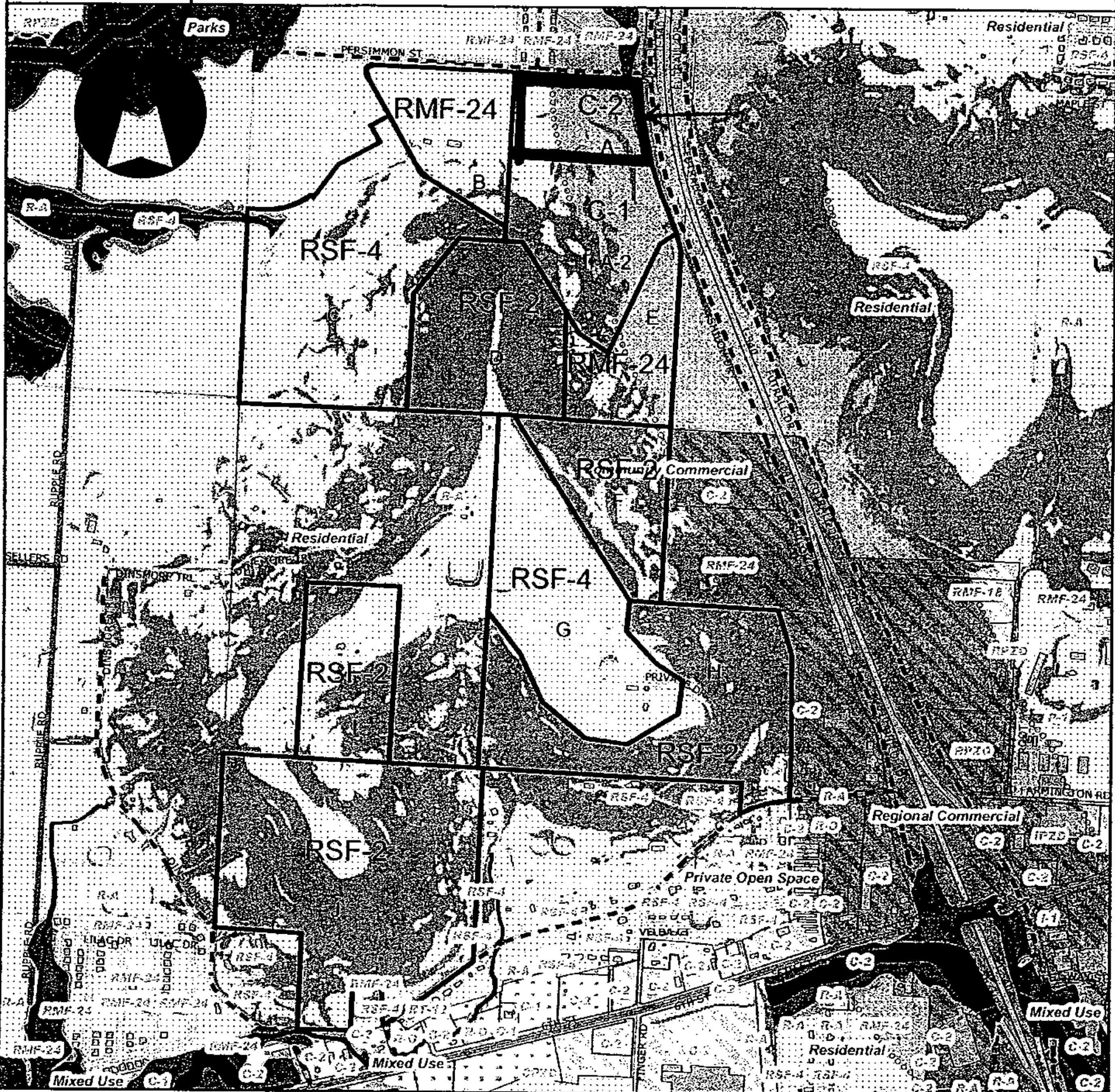
ALL BEARINGS ARE BASED ON THE CITY OF FAYETTEVILLE STATE PLANE
COORDINATES.

DRAFT

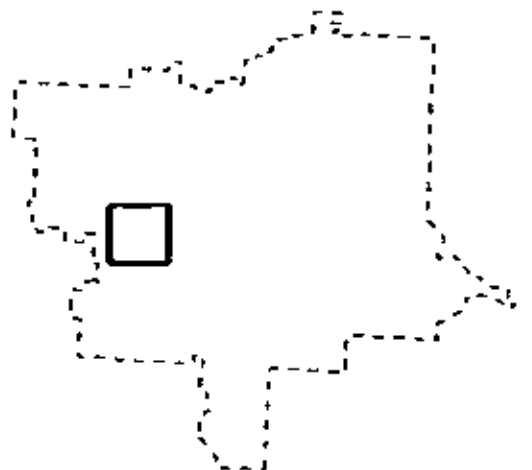
MOUNTAIN RANCH

Future Land Use

MOUNTAIN RANCH



Overview



Legend

Subject Property

Streets

Existing
Planned

Boundary

Planning Area
Overlay District
Outside City

Master Street Plan

Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

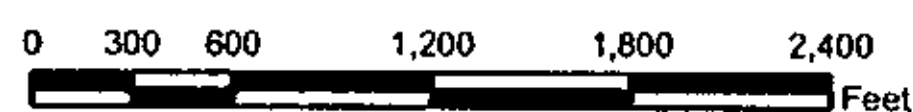
0 300 600 1,200 1,800 2,400
Feet

Map of the City of San Francisco showing the location of the proposed project area. The map includes labels for "Master Street Plan", "Master Street Plan", "Freeway Expressway", and a legend with symbols for "Proposed Project Area" and "Existing Project Area".

 Overlay District

 RZN05-1564 H

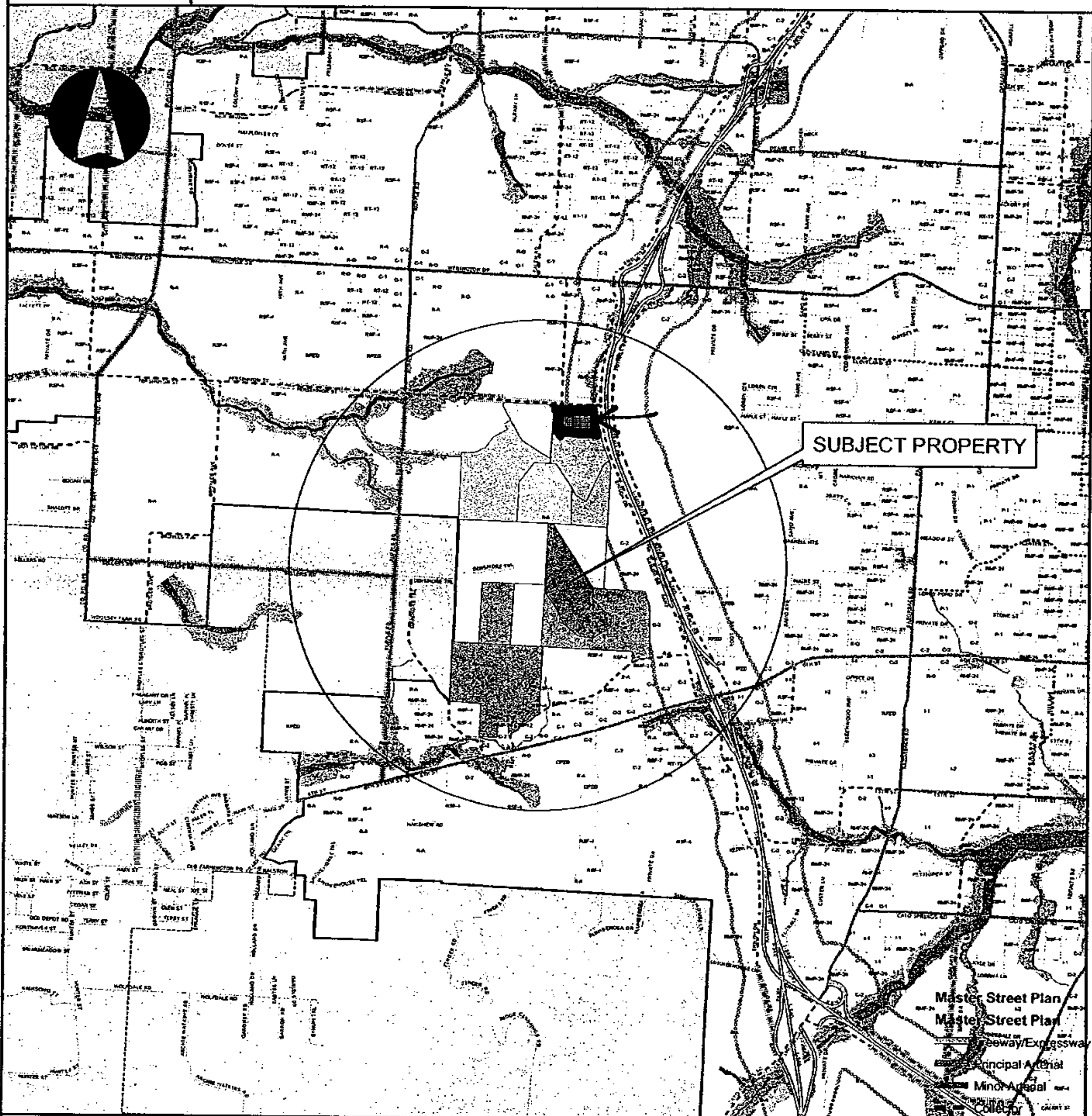
 RZN05-1566



RZN05-1564

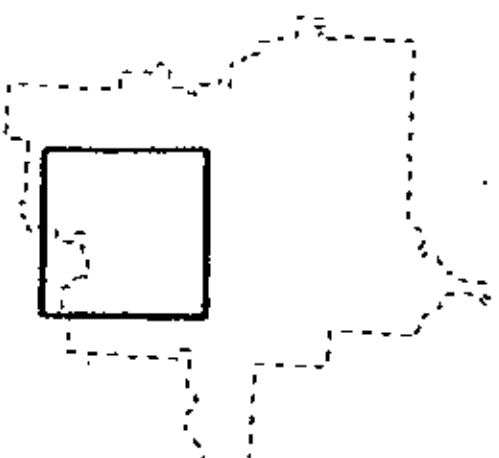
Two Mile View

MOUNTAIN RANCH



Master Street Plan
Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector

Overview



Legend

Subject Property

RZN05-1560

Boundary

Planning Area

Overlay District

Outside City

0 0.25 0.5 1 1.5 2 Miles

Historic Collector

RZN05-1561
RZN05-1562
RZN05-1563
RZN05-1564
RZN05-1564_F
RZN05-1564_H
RZN05-1564_I
RZN05-1564_J
RZN05-1565
RZN05-1566

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

C.18.
RZN 05-1560 Mountain Ranch
Page 7 of 8

19-Jul-05
City Council Meeting Date

Jeremy Pate *JP*
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1560: (Mountain Ranch A-1, 479): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located SOUTH OF PERSIMMON AND WEST OF I-540. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 14.60 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 ☐

Hayden 7-1-05
Department Director Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

D. P. White 7/1/05
City Attorney

Stephane 7-6-05
Finance and Internal Service Director Date

Received in City Clerk's Office
ENTERED 7/1/05

Dan Coody 7/5/05
Mayor Date

Received in Mayor's Office
ENTERED 7-1-05

Comments:

Approval of Lease Agreement with MansfieldHouse, LLC
July 19, 2005 Council Meeting
Page 1 of 1

AGENDA REQUEST MEMO

TO: Mayor Dan Coody
THRU: Gary Dumas, Director of Operations
FROM: Sharon Jenkins, Parking Manager
DATE: June 28, 2005
SUBJECT: Approval of a Lease Agreement with MansfieldHouse, LLC

RECOMMENDATION

Staff requests the approval of a lease agreement with MansfieldHouse, LLC to allow the City to lease a parcel of private property for the purpose of providing parking enforcement and revenue collections.

BACKGROUND

This property is located on the northwest corner of Dickson St. and West Ave. (the old train depot property). MansfieldHouse, LLC has proposed to construct a paved 154 space parking lot at this location, and wishes to install revenue control equipment to generate parking revenues. Under this lease agreement, City personnel will operate this lot like other public parking lots by collecting parking revenues, writing parking citations for overtime parking, providing cleaning and litter removal. The fee to park in this lot would vary depending on time of day and day of the week. The average fee to park in this lot will be \$0.50 per hour.

DISCUSSION

There are four other public parking lots in this vicinity that staff will be bringing to the Council with a recommendation to change these lots to "pay lots". We have been meeting with area merchants and the Walton Arts Center Director about changing these lots to revenue sources and are in the process of finalizing the details of the project. Revenues generated from the MansfieldHouse lot, as well as the other four public lots will be used to fund a parking deck in this area. A full recommendation will be made to the City Council within the next few weeks.

BUDGET IMPACT

The total net revenues generated for the City are estimated at \$46,301.00 by the end of 2006, and \$57,226 per year, thereafter. Additional net revenues for converting the other four public parking lots is estimated at \$600,000 per year.

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH MANSFIELDHOUSE, LLC FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF DICKSON STREET AND WEST AVENUE TO PROVIDE PARKING ENFORCEMENT AND REVENUE COLLECTION SERVICES FOR A PROPOSED 154-SPACE PARKING LOT.

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 Lease Agreement with Mansfieldhouse, LLC for property located at the northwest corner of Dickson Street and West Avenue to provide parking enforcement and revenue collection services for a proposed 154-space parking lot. A copy of the Lease Agreement marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 19th day of July 2005.

APPROVED:

By: _____

DAN GOODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

DRAFT

**COMMERCIAL
LEASE CONTRACT**

IT IS UNDERSTOOD, COVENANTED AND AGREED that in consideration of the promises contained herein, the rent herein reserved, and of the covenants herein contained by the City of Fayetteville to be performed, MansfieldHouse, LLC hereby leases to the City of Fayetteville, and the City of Fayetteville hereby agrees to lease from MansfieldHouse, LLC, the 154 spaces in the parking lot located at Dickson Street and West Avenue, Fayetteville, AR 72701, as described in Exhibit A, attached hereto and made a part hereof, hereafter the Leased Premises, according to the following terms and conditions:

1. **PARTIES:** This Lease is between the City of Fayetteville, Arkansas (The City of Fayetteville), and MansfieldHouse, LLC, owner, with offices at 932 N. Garland, Fayetteville, AR 72701 (MansfieldHouse, LLC), for use as parking space only.

2. **LEASE TERM:** The initial term of the Lease shall begin on _____, 2005 and shall end on December 31, 2006. This lease will automatically renew for subsequent 90 day terms unless written notice of termination is given by either party at least 90 days before the end of the above lease term.

3. **RENT:** The City of Fayetteville agrees to pay MansfieldHouse, LLC during the term of this lease, or any extension thereof, 80% of the gross revenues derived from the leased premises. The term "gross revenues" shall mean all monies collected from the parking control equipment installed on the premises, and all monies collected from rent paid to park in the gated area(s), if applicable. Said revenues shall be paid to MansfieldHouse, LLC monthly in arrears. The first rental payment will be due 60 days from initiation of this lease, initiation being once city equipment is set and operational, with rental payments due every 30 days thereafter.

4. **THE CITY OF FAYETTEVILLE'S OBLIGATIONS:** The City of Fayetteville hereby agrees that during the term of this Lease, or any extension thereof, the City of Fayetteville shall operate the leased premises as a revenue producing off-street parking lot; the City of Fayetteville agrees to equip the leased premises with parking revenue control equipment and/or parking gates and to maintain and keep said equipment in good working order; the City of Fayetteville agrees to collect the revenues from the parking equipment and/or parking gates located on the leased premises; and the City of Fayetteville agrees to be responsible for all trash and debris removal and to police the leased premises to insure that motorists parking thereon are paying required usage fees as are now, or as may hereafter, be reasonably established by the City of Fayetteville.

The City of Fayetteville agrees to allow MansfieldHouse, LLC the right to operate the property on a cash-in-hand basis during major special events, not to exceed 15 days per calendar year. The City of Fayetteville agrees to allow MansfieldHouse, LLC the ability to set its own rates during these special events only, and allow MansfieldHouse, LLC to retain 100% of the revenues collected by cash-in-hand. During these special events, the City of Fayetteville would not provide any collection, cleanup, or enforcement services. MansfieldHouse, LLC agrees to give the City of Fayetteville at least 5 days notice of its intent to use the Leased Premises for any special event.

5. **REAL ESTATE TAXES AND OTHER ASSESSMENTS:** MansfieldHouse, LLC will pay all real estate taxes and other assessments which are assessed or imposed upon the Leased Premises or any part thereof, and due and/or payable during the term of this Lease.

6. **UTILITIES:** MansfieldHouse, LLC shall be solely responsible for and promptly pay all utilities, including all charges for electricity and water, consumed at the Leased Premises.

7. **SUBLETTING, ASSIGNMENT:** The Leased Premises may not be sublet nor can the City of Fayetteville assign this Lease.

8. **SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS:** Initially, MansfieldHouse, LLC and the City of Fayetteville must agree on a signage plan. If an agreement cannot be reached, then this Contract becomes null and void within 30 days of execution. Thereafter, the City of Fayetteville may, at its sole cost and expense, make such non-structural alterations, additions or changes, to the Leased Premises as it may desire provided, however, the City of Fayetteville obtains MansfieldHouse, LLC's prior written consent for any such non-structural alterations, additions or changes including any exterior trade fixture, exterior signs, exterior lighting, plumbing fixtures, shades or awnings.

9. **SUBORDINATION:** This lease is subject to all present or future mortgages, deeds of trust or liens, affecting the demised premises and the City of Fayetteville hereby appoints the MansfieldHouse, LLC as the City of Fayetteville's Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate this lease to any present or future mortgages or deeds of trust affecting the demised premises.

10. **CONDEMNATION:** In the event the demised premises, or any part thereof, are taken by condemnation by the United States, the State of Arkansas, or any other governmental agency or authority, this lease shall be terminated at the option of MansfieldHouse, LLC; and the City of Fayetteville hereby specifically waives any right to any portion of the award received as damages for the taking of the real estate; provided, however, the City of Fayetteville shall be entitled to any condemnation awarded to the City of

Fayetteville.

11. **LIABILITY:** MansfieldHouse, LLC will not be liable to the City of Fayetteville, the City of Fayetteville's agents, employees, guests, invites, customers, or other occupants for any damage or loss to person, entity, or property caused by other persons, including theft, burglary, assault, vandalism, or other crimes. MansfieldHouse, LLC will not be liable to the City of Fayetteville, or any of the City of Fayetteville's agents, employees, guests, invites, customers, or other occupants for personal injury or for damage to or loss of their personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such injury, loss or damage is caused by gross or willful negligence of MansfieldHouse, LLC. the City of Fayetteville agrees to exercise due care for the safety and security of the City of Fayetteville and all persons in the City of Fayetteville's premises. The City of Fayetteville acknowledges that any security measures provided should not and will not be treated by the City of Fayetteville as a guarantee against crime, but are provided for the purpose of protecting the physical property of MansfieldHouse, LLC and not to guarantee safety of the City of Fayetteville. If MansfieldHouse, LLC's employees or sub-contractors are requested to render services not contemplated in this Lease, the City of Fayetteville agrees to hold MansfieldHouse, LLC harmless from all liability regarding same.

12. **THE CITY OF FAYETTEVILLE/MANSFIELDDHOUSE, LLC INDEMNIFICATIONS:**

a. The City of Fayetteville will indemnify, defend and save harmless MansfieldHouse, LLC from and against any and all loss, cost, claims, damages, actions, liability and/or expense in connection with loss of life, personal injury and/or damages to property, tangible or intangible, including the Leased Premises, and any personal property brought onto the Leased Premises arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by the City of Fayetteville of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of the City of Fayetteville, the City of Fayetteville's agents, employees, invites, guests, contractors, concessionaires or customers unless such is caused by negligence of MansfieldHouse, LLC. In the event MansfieldHouse, LLC shall, without fault on its part, be made a party to any litigation commenced by or against the City of Fayetteville, then the City of Fayetteville shall indemnify, defend and hold MansfieldHouse, LLC harmless and shall pay all reasonable costs, reasonable expenses and reasonable attorney's fees that may be incurred or paid by MansfieldHouse, LLC in enforcing the covenants and agreements in this Lease. MansfieldHouse, LLC will indemnify, defend and save harmless the City of Fayetteville from and against any and all loss, cost, claims, damages, actions, liability and/or expense in connection with loss of life, personal injury and/or damages to property, tangible or intangible, including the Leased Premises, and any personal property brought onto the Leased Premises arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by MansfieldHouse, LLC of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of MansfieldHouse, LLC, MansfieldHouse, LLC's agents, employees, invites, guests, contractors, concessionaires or customers unless such is caused by gross negligence or willful and wanton acts of the City of Fayetteville, in the event the City of Fayetteville shall, without fault on its part, be made a party to any litigation commenced by or against MansfieldHouse, LLC, then MansfieldHouse, LLC shall indemnify, defend and hold the City of Fayetteville harmless and shall pay all reasonable costs, reasonable expenses and reasonable attorney's fees that may be incurred or paid by the City of Fayetteville in enforcing the covenants and agreements in this Lease. **NOTHING HEREIN SHALL BE CONSTRUED TO ALTER, LIMIT OR OTHERWISE COMPROMISE THE SOVEREIGN IMMUNITY AGAINST THE CLAIMS OF THIRD PARTIES, AFFORDED THE CITY OF FAYETTEVILLE UNDER THE CONSTITUTION AND STATUTES OF THE STATE OF ARKANSAS.**

In the event that either the City of Fayetteville or MansfieldHouse, LLC becomes aware of a claim or lawsuit relating to the Leased Premises or the contracting parties' actions relating to said Leased Premises, then the party with knowledge of such a claim must notify the other party to this agreement within 10 days of receiving said information. Both the City of Fayetteville and MansfieldHouse, LLC may, at anytime, defend their respective rights as a separate party.

b. To the extent this Lease calls for indemnification by MansfieldHouse, LLC or the City of Fayetteville (as applicable, the "Indemnifying Party") of the other party (the "Indemnified Party"), such indemnification shall be governed by the terms and conditions set forth in this Section 12. If any action or proceeding (including any governmental investigation) shall be brought or asserted against any Indemnified Party in respect of which indemnity may be sought from the Indemnifying Party, such Indemnified Party shall promptly notify the Indemnifying Party in writing (and in any event no later than ten (10) days after such action or proceeding has been commenced against the Indemnified Party), and the Indemnifying Party shall assume the defense thereof, including the employment of legal counsel reasonably satisfactory to the Indemnified Party and the payment of fees and expenses related thereto. Notwithstanding the foregoing, Indemnified Party may select its own counsel at the expense of Indemnifying Party if (i) Indemnifying Party or its counsel fails to properly or actively defend the action or proceeding for Indemnified Party or (ii) the counsel chosen by Indemnifying Party has a conflict of interest under applicable standards of professional responsibility with respect to representing both Indemnifying and Indemnified Party. In the event that insurance companies are involved in the action or proceeding, Indemnifying Party may use counsel chosen by such insurance companies. Indemnifying Party agrees that it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under this Lease, without the consent of the Indemnified Party (such consent not to be unreasonably withheld or delayed), unless such settlement, compromise or consent includes an unconditional release of Indemnified Party from all liability arising out of any such claim, action or proceeding. Indemnified Party agrees that it will not, without prior written consent from Indemnifying Party (such consent not to be unreasonably withheld or

delayed) settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under this Lease.

13. THE CITY OF FAYETTEVILLE'S INSURANCE: The City of Fayetteville shall, with an insurer approved by MansfieldHouse, LLC, (such approval not to be unreasonably withheld or delayed) maintain insurance against losses resulting from negligence of the City of Fayetteville which results in damage to the Leased Premises or the premises, or any other property, tangible or intangible, of not less than One Million Dollars (\$1,000,000) in respect to property damage and general public liability insurance as set forth below. The City of Fayetteville shall keep in full force and effect, a policy of public liability and property damage insurance with respect to the Leased Premises including any adjacent docks, parking areas, and the business operated by the City of Fayetteville in the Leased Premises in which the limits of insurance shall not be less than One Million (\$1,000,000.00) Dollars per aggregate single limit, and in which the property damage liability shall not be less than One Million Dollars (\$1,000,000). Each insurance policy shall name MansfieldHouse, LLC, any person, firms or corporations designated by MansfieldHouse, LLC, and the City of Fayetteville as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving MansfieldHouse, LLC ten (10) days prior written notice and shall designate MansfieldHouse, LLC as Loss Payee. A copy of the policy or a Certificate of Insurance shall be delivered to MansfieldHouse, LLC. MansfieldHouse, LLC shall not be liable to the City of Fayetteville nor to any insurer or any other party claiming subrogation through or under this Lease with respect to loss, damage, injury or death to the extent that the City of Fayetteville shall be reimbursed or has the right to be reimbursed out of insurance (without regard to any deductible provisions in any policy), carried for the City of Fayetteville's protection with respect to such loss, damage, injury or death.

14. MANSFIELDDHOUSE, LLC'S COVENANT OF QUIET ENJOYMENT: Upon payment by the City of Fayetteville of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on the City of Fayetteville's part to be observed and performed, the City of Fayetteville shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by MansfieldHouse, LLC or any other person or persons lawfully or equitably claiming by, through or under MansfieldHouse, LLC, subject to the terms and conditions of this Lease. However, any repairs or maintenance that are performed, should be performed by the mutual consent of MansfieldHouse, LLC and the City of Fayetteville at a time and in a manner which are calculated in exercise of good faith and reasonable business practice to minimize any disruption of the City of Fayetteville's business.

15. DEFAULT BY THE CITY OF FAYETTEVILLE: Any one or more of the following events shall constitute an "Event of Default":

- a. The failure of the City of Fayetteville to pay any item of rent, or rent is not paid within seven (7) days after notice of default is received by the City of Fayetteville, or other sum of money within ten (10) days after notice of default is received by the City of Fayetteville; or,
- b. Vacating or removing property from the Leased Premises other than in the normal course of business; or,
- c. Failure by the City of Fayetteville in the performance or observance of any covenant or agreement of this Lease (other than a failure involving the payment of money), which failure is not cured within thirty (30) days of receipt by the City of Fayetteville of notice of default or,
- d. Violation by the City of Fayetteville of any applicable Federal, state or local laws as same pertain to this Lease; or,
- e. The City of Fayetteville abandons the Leased Premises for more than ten (10) continuous days.

16. REMEDIES IN EVENT OF DEFAULT: Upon the occurrence and continuance of an Event of Default, MansfieldHouse, LLC may, without notice to the City of Fayetteville (except where notice is expressly required by law), do any one or more of the following:

- a. Perform, on behalf and at the expense of the City of Fayetteville, any obligation of the City of Fayetteville under this Lease which the City of Fayetteville has failed to perform, the cost of which performance by MansfieldHouse, LLC, together with interest thereon at the highest rate permitted by law from the date of such expenditure, shall be deemed additional rental hereunder and shall be payable by the City of Fayetteville to MansfieldHouse, LLC upon demand;
- b. Elect to terminate this Lease and the tenancy created hereby by giving notice of such election to the City of Fayetteville, and may reenter the Leased Premises, without the necessity of legal proceedings, and may remove the City of Fayetteville and all other persons (if the City of Fayetteville is still in possession) and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and in the account of the City of Fayetteville without resort to legal process and without MansfieldHouse, LLC being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby;
- c. MansfieldHouse, LLC may declare immediately due and payable the balance of any rent, Operating Costs and other charges that may otherwise be due and payable over the remainder of the term;
- d. Exercise any other legal or equitable right or remedy it may have.

Notwithstanding the provisions of clause (b) above and regardless of whether an Event of Default shall have occurred, MansfieldHouse, LLC may exercise the remedy described in clause (b) without notice to the City of Fayetteville if MansfieldHouse, LLC, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation of the City of Fayetteville constitutes an emergency. Any costs and expenses incurred by MansfieldHouse, LLC (including, without limitation attorney's fees) in enforcing any of its rights or remedies under this Lease shall be deemed to be additional rental hereunder and shall be repaid to MansfieldHouse, LLC by the City of Fayetteville upon demand. Any

notice required herein will be deemed delivered if left with MansfieldHouse, LLC or MansfieldHouse, LLC's guarantor or if left or posted at a conspicuous place at the Leased Premises.

17. **LEGAL EXPENSES:** In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due hereunder, or because of the breach of any other covenant herein contained on the part of the City of Fayetteville to be kept or performed, and a breach shall be established, the City of Fayetteville shall pay to MansfieldHouse, LLC all expenses therefor, including MansfieldHouse, LLC's reasonable attorney's fees. Should a breach be established as to an obligation due by MansfieldHouse, LLC, then MansfieldHouse, LLC shall pay all expenses therefor, including the City of Fayetteville's attorney's fees.

18. **SURRENDER OF PREMISES:** At the expiration of the tenancy hereby created, the City of Fayetteville shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to MansfieldHouse, LLC at the place then fixed for the payment of rent.

19. **NOTICES:** All notices and other communications desired or required to be given hereunder shall be in writing and shall be given or made by (i) registered or certified mail, return receipt requested, (ii) hand delivery, or (iii) Federal Express or other nationally recognized carrier, addressed as follows: (x) if to MansfieldHouse, LLC, MansfieldHouse, LLC, 932 N. Garland Ave., Fayetteville, AR 72701, Attention: Stephen Mansfield, with a copy to Houses Development Co., LLC, 217 N. East Ave., Fayetteville, AR 72701, Attention: Greg House, or (y) if to the City of Fayetteville, City of Fayetteville, 113 W. Mountain St., Fayetteville, AR 72701, Attention: Sharon Jenkins, with an additional copy to (z) any other person(s) or address(es) that either party may hereafter designate for such purpose by a written notice. All notices or other communications shall be deemed given (i) in the case of hand delivery, on the date it is delivered, (ii) in the case of delivery by U.S. mail, three business days after they are deposited in the U.S. mail, as provided above or (iii) in the case of overnight courier, on the date of delivery or refusal thereof.

20. **WAIVER:** The waiver by MansfieldHouse, LLC of any breach of any term, covenant or condition herein contained shall not be deemed to be a continuing waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by MansfieldHouse, LLC shall not be deemed to be a waiver of any prior breach by the City of Fayetteville of any term, covenant or condition of this Lease, other than the failure of the City of Fayetteville to pay the particular rental so accepted, regardless of MansfieldHouse, LLC's knowledge of such prior breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by MansfieldHouse, LLC, unless such waiver be in writing by MansfieldHouse, LLC.

21. **COPIES:** This lease has been executed in multiple copies, one for the City of Fayetteville and one or more for MansfieldHouse, LLC.

22. **ADDENDUMS:** Any and all addendums attached hereto shall become a part of this lease and shall be considered incorporated herein by reference as if set forth word for word.

23. **AGENCY:** The City of Fayetteville is aware that MansfieldHouse, LLC's agent is a licensed attorney and/or Real Estate Broker and/or Real Estate Sales Agent. MansfieldHouse, LLC's agent represents MansfieldHouse, LLC only.

24. **SPECIAL CONDITIONS:**

a. This lease is contingent upon MansfieldHouse, LLC closing its contract to purchase 550 W. Dickson Street and upon MansfieldHouse, LLC entering into a Lease Agreement for the West Avenue Parcels (Tracts 1 & 3 as described in Exhibit A) from Bank of Fayetteville;

b. This lease is contingent upon the City of Fayetteville having converted its Downtown Fayetteville lots to paid parking, employing the same collection systems as used on the Leased Premises and at rates in parity with those charged for the Leased Premises, according to the following timeline:

Lot 50 (Walton Arts Center)

75 days after City Council approval, said approval to be no later than September 20, 2005;

Lot 55 (Jose's), Lot 60 (Bakery Building) and Lot 56 (Spring Street and West Avenue)

by March 1, 2006.

c. MansfieldHouse, LLC has the right to approve the City of Fayetteville's rate structure and the location and number of gates and/or collection equipment; which shall occur no later than September 20, 2005.

d. MansfieldHouse, LLC has the right at its cost to audit the City of Fayetteville's accounts with respect to its gross revenues (as stated in paragraph 3 herein) on a quarterly basis or at such other time if a prior audit has shown a discrepancy of greater than 2%.

e. If the City of Fayetteville's gross revenue is less than 60% of the City of Fayetteville's projections (attached as Exhibit B hereto) by June 30, 2006, then MansfieldHouse, LLC has the right to terminate this Lease Agreement within 5 days of providing Notice to the City of Fayetteville.

f. MansfieldHouse, LLC agrees to pay the City of Fayetteville during the term of this Lease, or any extension thereof, an annual sum of \$150.00 per parking for services rendered by the City of Fayetteville. This fee shall be prorated and payable in advance on a quarterly basis upon implementation of revenue collection equipment.

g. This lease is contingent upon MansfieldHouse, LLC being granted its conditional use request from the City of Fayetteville to construct the parking lot according to the plan submitted by Millholland Company on 5-18-05.

h. MansfieldHouse, LLC may operate the Leased Premises as a paid lot with no obligation to the City of Fayetteville until the City of Fayetteville's equipment is set and operational.

i. MansfieldHouse, LLC reserves the right to use up to 6 spaces with no revenue payment obligation to MansfieldHouse, LLC for duration of this lease; however, said 6 spaces shall be subject to and included in the \$150.00 per space rent payment as stated above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person thereunto duly authorized and their respective seals to be hereunto affixed, the day and year first hereinabove written.

THIS IS A BINDING LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING

MANSFIELDHOUSE, LLC

By: 
Gregory T. House, Owner

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Dan Coody, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT A

EXHIBIT B

PARKING REVENUE PROJECTIONS

MANSFIELDHOUSE, LLC PROPERTY

Parking Location	Number of Spaces	All expenses 16 hours/day 6 days/week \$150/space	Citation Revenue \$150/space	Meter Revenue \$0.50/hour
Dickson St. and West Ave.	154	\$23,100.00	\$23,100.00	\$170,632.00

	2005 4 months	2006 12 months	Total for first 16 months	2007 12 months
CITY OF FAYETTEVILLE:				
Revenue - Rent	\$7,700.00	\$23,100.00	\$30,800.00	\$23,100.00
Revenue - 20% of Collections	\$11,375.00	\$34,126.00	\$45,501.00	\$34,126.00
Revenue - Citations	\$7,700.00	\$23,100.00	\$30,800.00	\$23,100.00
GROSS REVENUES	\$26,775.00	\$80,326.00	\$107,101.00	\$80,326.00
Less Equipment/Startup Costs	-\$30,000.00		-\$30,000.00	
Less Expenses	-\$7,700.00	-\$23,100.00	-\$30,800.00	-\$23,100.00
NET PROFIT	-\$10,925.00	\$57,226.00	\$46,301.00	NET PROFIT for 2007 \$57,226.00

	2005 4 months	2006 12 months	Total for first 16 months	2007 12 months
MANSFIELDHOUSE, LLC				
Revenue - 80% of Collections	\$45,501.00	\$136,505.00	\$182,006.00	\$136,505.00
Revenue - Special Events	\$ unknown	\$ unknown	\$ unknown	\$ unknown
GROSS REVENUES			\$182,006.00	\$136,505.00
Less Construction Costs	-\$100,000.00		-\$100,000.00	
Less Rent Paid to City	-\$7,700.00	-\$23,100.00	-\$30,800.00	-\$23,100.00
NET PROFIT			\$51,206.00	NET PROFIT for 2007 \$113,405.00

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

C.19.
Mansfieldhouse, LLC Lease Agreement
Page 10 of 10

7/19/2005

City Council Meeting Date

Sharon Jenkins

Submitted By

Parking Management

Division

Operations

Department

Action Required:

A resolution approving a Lease Agreement with MansfieldHouse, LLC to allow the City of Fayetteville to lease a parcel of private property for the purpose of providing parking enforcement services and revenue collections.

\$10,925.00

Cost of this request

Rent revenue 2130-0913-4426-50
Citation revenue 1010-0001-4500-00
Parking equip. 2130-9130-5819-00
Labor costs 1010-5300-(various)

Account Number

Project Number

\$

Category/Project Budget (2005)

\$

Funds Used to Date

\$

Remaining Balance

Parking Revenue

Program Category / Project Name

Parking Management

Program / Project Category Name

Off-Street Parking Fund
General Fund

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

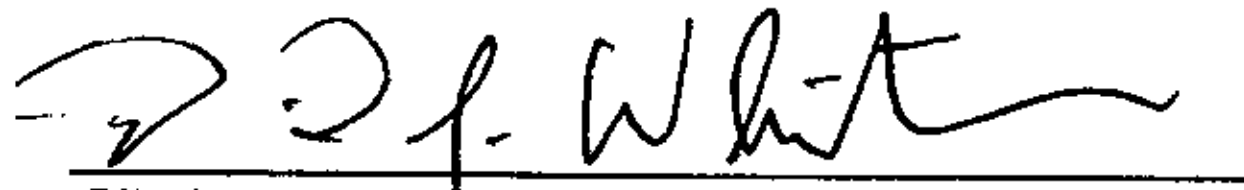

Department Director

7-1-05
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

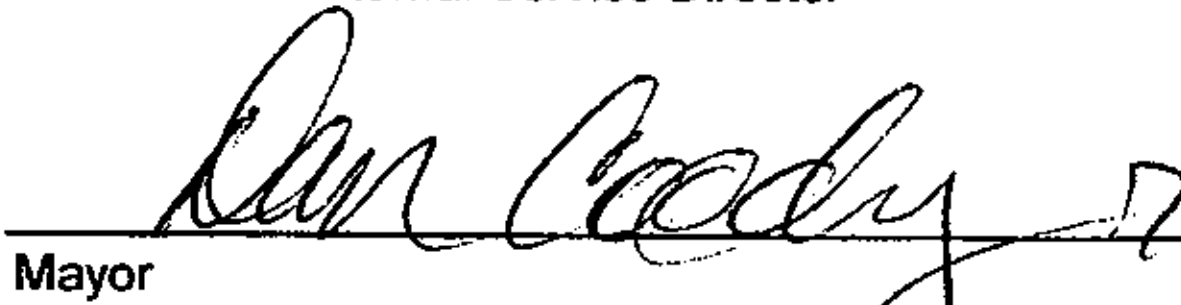
7/1/5
Date


Finance and Internal Service Director

7/5/5
Date

Received in City Clerk's Office




Mayor

7/5/05
Date

Received in Mayor's Office



Comments:

AGENDA REQUEST MEMO

TO: Mayor Dan Coody

THRU: Gary Dumas, Director of Operations

FROM: Sharon Jenkins, Parking Manager

DATE: June 28, 2005

SUBJECT: Approval of a Half-Time Position in the Parking Management Division
and a Budget Adjustment for \$7,695.00

RECOMMENDATION

Staff requests the approval of a half-time position for the Parking Management Division and budget adjustment for \$7,695.00. This will adjust the existing half-time position to a full-time position.

BACKGROUND

The City is seeking to enter into a contract with MansfieldHouse, L.L.C. to operate a private parking lot located on the northwest corner of Dickson St. and West Ave. With the addition of this 154 space parking lot, parking staff will provide parking enforcement and revenue collections for up to 16 hours per day. Currently, the City has one full-time Parking Enforcement Officer and one half-time Parking Enforcement Officer. The part-time employee actually holds a full-time position, working half-time for the Parking Division and the other half working for the Yvonne Richardson Community Center.

DISCUSSION

Since this "split" full-time position is currently vacant, the Y.R.C.C. will simply fill their half-time position with a part-time employee. With the approval of this request, the Parking Management Division will hire a full-time employee rather than just a half-time employee. The additional 20 hours per week for this position will allow us to provide parking services for the MansfieldHouse lot, and will also be used to provide parking services for the other area parking lots that we propose to convert to "pay lots".

BUDGET IMPACT

The total additional funds needed to fund this position annually are \$13,941.00, which is salary expense and FICA taxes. Since there are only 5 months remaining in this year, we will only need \$5,809 in salaries and FICA taxes for the 2005 budget. Annual employee benefits total \$9,054.00 for this position. However, these benefits are already budgeted

in the 2005 budget and split 50/50 between the Parking Division budget and the Y.R.C.C. Division budget. Again, with only 5 months remaining in this year, we will simply move the remaining budgeted funds of \$1,886 from the YRCC budget over to the Parking Management budget to cover employee benefits.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADDITION OF ONE (1) HALF-TIME POSITION IN THE PARKING MANAGEMENT DIVISION; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$7,695.00.

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 authorizes the addition of one (1) half-time position in the Parking Management Division.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$7,695.00.

PASSED and APPROVED this 19th day of July 2005.

APPROVED

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

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

C.20.
Parking Management Staffing Addition
Page 4 of 6

Budget Year 2005	Department: Operations Division: Telecommunications & Parking Program: Off Street Parking Exp	Date Requested 6/28/2005	Adjustment Number
--------------------------------	--	--	--------------------------

Project or Item Added/Increased: \$5,033 Salaries \$363 Overtime \$413 FICA Taxes \$ 21 Life Insurance \$1,133 Health Insurance \$ 20 LTD Insurance \$ 4 ADD Insurance \$708 Retirement Savings \$7,695.00 TOTAL for Parking Management Division	Project or Item Deleted/Reduced: \$5,809 Transfer from Off-Street Parking \$5,809 from OSP Fund \$21 Life Insurance \$1,133 Health Insurance \$ 20 LTD Insurance \$ 4 ADD Insurance \$708 Retirement Savings \$1,886 from YRCC Budget
---	--

Justification of this Increase: The addition of this half-time position will allow us to provide parking enforcement and revenue collections in a parking lot located on Dickson Street. This is a private lot that is being converted into a 153 space paved parking lot to be used by the general public.	Justification of this Decrease: The property owner of the parking lot will pay \$150.00 per space per year to the City under contract terms. The initial payment for the remaining 5 months of 2005 is approximately \$9,500.00 which will more than offset the \$5,809 increase in salaries. The \$1,886 for employee benefits is already budgeted in the Yvonne Richardson Center 2005 budget. These funds will no longer be needed for their half-time position, so they can be moved over to the Parking budget.
---	---

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number	Amount	Project Number
Salaries and wages	1010 5300 5100 00	5,809	
	1010 5300 (see attachment)	1,886	

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number	Amount	Project Number
Transfer from OSP	1010 0001 6602 13	5,809	
	1010 5280 (see attachment)	1,886	

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	
Finance & Internal Services Director	Date	Posted to Project Accounting		Initial		Date	
Mayor	Date	Entered in Category Log		Initial		Date	

Funding Source for half-time position in the Parking Management Division

Increase Expense Budget:

<u>Account Name</u>	<u>Account Number</u>	<u>Amount</u>
Salaries and Wages	1010-5300-5100-00	\$5,033
Overtime	1010-5300-5103-00	\$363
FICA Taxes	1010-5300-5105-00	\$413
Life Insurance	1010-5300-5107-00	\$21
Health Insurance	1010-5300-5108-00	\$1,133
LTD Insurance	1010-5300-5108-01	\$20
ADD Insurance	1010-5300-5108-02	\$4
Retirement Savings	1010-5300-5109-06	\$708
		<u>\$7,695</u>

Decrease Expense Budget:

<u>Account Name</u>	<u>Account Number</u>	<u>Amount</u>
Transfer from OSP Fund	1010-0001-6602-13	\$5,809
Life Insurance	1010-5280-5107-00	\$21
Health Insurance	1010-5280-5108-00	\$1,133
LTD Insurance	1010-5280-5108-01	\$20
ADD Insurance	1010-5280-5108-02	\$4
Retirement Savings	1010-5280-5109-06	\$708
		<u>\$7,695</u>

City of Fayetteville
Staff Review Form
City Council Agenda Items
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C.20.
Parking Management Staffing Addition
Page 6 of 6

7/19/2005

City Council Meeting Date

Sharon Jenkins

Submitted By

Parking Management

Division

Operations

Department

Action Required:

A resolution approving the addition of a half-time position in the Parking Management Division and a budget adjustment in the amount of \$7,695.00. This will adjust an existing half-time position to a full-time position.

\$5,809
Moved from YRCC budget \$1,886

Cost of this request

\$ 39,030.00

Category/Project Budget (2005)

Personnel Services

Program Category / Project Name

1010-5300- (various)

Account Number

\$ 19,849.45

Funds Used to Date

Salaries and Wages

Program / Project Category Name

\$ 19,180.55

Remaining Balance

General Fund

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

[Signature]
Department Director

7-1-05
Date

Previous Ordinance or Resolution #

Original Contract Date:

[Signature]
City Attorney

7/1/05

Original Contract Number:

[Signature]
Finance and Internal Service Director

7-6-05
Date

Received in City Clerk's Office



[Signature]
Mayor

7/5/05
Date

Received in Mayor's Office



Comments:

City Council Meeting of July 19, 2005

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: Bob Davis, P.E., Water & Wastewater Director

Date: July 1, 2005

Subject: Approval of a contract amendment for RJN Group, Inc. to provide Construction Phase Services dealing with the construction and post-construction activities associated with WSIP bid packages, WL1, WL-2, WL-3, WL-4, WL-5, WL-6, WL-7.

RECOMMENDATION : I recommend approval of this contract amendment. This recommendation was preceded by a thorough review of proposed tasks presented by ECO, Inc. including an intense question and answer session, negotiation and refinement, and finally, revision of their preliminary proposal. A detailed breakdown of tasks and estimated hours for each task are provided. RJN Group, Inc. has provided design and bidding services for the above-referenced WSIP work. Approval of this contract amendment will provide the City with continuation of responsible charge and subsequent engineering responsibility by a single, consistent entity (RJN Group, Inc.). RJN Group, Inc.'s design and bidding services regarding the WSIP have been conducted in a timely, professional manner and we have every reason to believe that this track record will continue throughout construction and post-construction phase activities.

BACKGROUND: As part of the Wastewater Systems Improvement Project (WSIP) the City of Fayetteville has undertaken a major renovation and expansion of their existing wastewater facilities including treatment and collection. The construction phase services represented by this request will cover 5 line projects on the west side of Fayetteville, construction of the new Hamestring Lift Station, and renovation of the Gregg Street Lift Station.

DISCUSSION: RJN Group, Inc. has played a primary design role in all of the WSIP west side projects with exclusion of the west side wastewater treatment plant. They have provided thorough and dependable design and bidding services to provide the City with a quality product to date.

BUDGET IMPACT: Payment for construction phase services offered by RJN Group, Inc. will be from the 3/4 -cent sales tax bond election held on November 6, 2001 for the Wastewater System Improvements Project. Funding through the Arkansas Soil and Water Conservation Commission will not be used to fund this expense. The \$1,659,090.00 requested for these services is 1.33% of the \$125,000,000.00 budget allocated for the Wastewater System Improvements Project.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE DESIGN AND BIDDING PHASE SERVICES CONTRACT WITH RJN GROUP, INC. IN THE AMOUNT OF \$1,659,090.00 FOR CONSTRUCTION PHASE INSPECTION, ENGINEERING AND CONSULTING SERVICES FOR THE WEST SIDE SEWER LINE CONSTRUCTION, HAMESTRING LIFT STATION CONSTRUCTION, AND THE GREGG AVENUE LIFT STATION REHABILITATION PROJECTS (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, AND WL-7).

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves an amendment to the Design and Bidding Phase Services Contract with RJN Group, Inc. in the amount of \$1,659,090.00 for construction phase inspection, engineering and consulting services for the West Side Sewer Line Construction, Hamestring Lift Station Construction, and the Gregg Avenue Lift Station Rehabilitation Projects (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, and WL-7).

PASSED and APPROVED this 19th day of July, 2005

APPROVED

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk



June 6, 2005

Mr. Bob Davis, P.E., CHMM
Water and Wastewater Director
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Subject: Construction Phase Services Amendment

Dear Mr. Davis:

Based on the revised schedule for the Westside Sewer Improvement line project, RJN Group, Inc. appreciates the opportunity to provide the attached cost estimate for Construction Phase Services.

We look forward to working with you on this very important project. Should you have any questions, please call me.

Very truly yours,

RJN GROUP, INC.

A handwritten signature in dark ink, appearing to read "Hugh M. Kelso". The signature is written in a cursive, flowing style.

Hugh M. Kelso
Regional Vice President

HMK/kb
Enclosure

EXHIBIT B

**PROFESSIONAL SERVICES COST
 WESTSIDE CONSTRUCTION SERVICES
 CITY OF FAYETTEVILLE, ARKANSAS**

WORK TASK DESCRIPTION	HOURLY RATE WORK								Total Cost Estimate (\$)
	Estimated Manhours								
	PD hr	PM hr	PE hr	CM hr	Inspector hr	DP hr	CL/OT hr	Direct Cost (\$)	
Project Management	80	740		82			60	11,544	\$ 138,114.00
Inspection - WL 1/WL-3	8	24		60	2,264			3,200	\$ 219,500.00
Inspection - WL 2	12	24		60	1,292			2,800	\$ 132,220.00
Inspection - WL 4	16	32		436	1,228			12,200	\$ 188,300.00
Inspection - WL 5	10	20		964	200			20,200	\$ 172,540.00
Inspection - WL 6	14	30		2,856	0			60,600	\$ 452,310.00
Inspection - WL 7	8	16		64	1,322			2,600	\$ 133,580.00
WL 6 Structural Review	2	8	40						\$ 6,380.00
WL 6 Elect Review	2	10	80						\$ 11,650.00
WL 6 Instrument Review	4	12	80						\$ 12,220.00
WL 6 Pump Tests	8	24	60					500	\$ 12,440.00
Project Start Up	40	120	80	200	80			5,500	\$ 71,900.00
Meetings	96	296	20	92	60		30	5,696	\$ 82,176.00
Record Drawing Prep		56				280			\$ 25,760.00
SUBTOTAL									\$ 1,659,090.00

City of Fayetteville
Staff Review Form
City Council Agenda Items
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Contracts

7/19/2005

City Council Meeting Date

Bob Davis

Submitted By

Water & Wastewater

Division

Department

Action Required:

RJN, Inc. Approval of a contract amendment to the Design and Bidding Phase Services Contract, presently in place, for construction phase inspection, engineering, and consulting services for the west side sewer line construction, Hamestring Lift Station Construction, and the Gregg Street Lift Station rehabilitation, (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, WL-7).

\$1,659,090.00

Cost of this request

\$ 113,011,587.00 -

Category/Project Budget (2005)

Wastewater System Improvements
Project/West Line Work

Program Category / Project Name

4480.9480.5314.00

Account Number

\$ 24,385,750.29 -

Funds Used to Date

Program / Project Category Name

Wastewater System Improvements

02133.0302

Project Number

\$ 88,625,836.71 -

Remaining Balance

Project Project Fund

Fund Name

Budgeted Item



Budget Adjustment Attached



Bob Davis

Department Director

7-1-05

Date

Previous Ordinance or Resolution #

112-03

Original Contract Date:

7-15-03

Original Contract Number:

D. D. F. Whit

City Attorney

7/6/05

Received in City Clerk's Office

ENTERED
7-1-05

Finance and Internal Service Director

Date

Received in Mayor's Office

ENTERED
7/6/05

Mayor

7/6/05
Date

Comments:

Fayetteville

City Council Meeting of June 19, 2005

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: Bob Davis, P.E., Water & Wastewater Director

Date: July 1, 2005

Subject: **REQUEST FOR LUMP SUM FUNDS FOR REMEDIATION SERVICES FOR UNDERGROUND STORAGE TANK REMOVAL AND CLEANUP OF FERROUS CHLORIDE DISCHARGE AT LIFT STATION NO. 12, GREGG STREET LIFT STATION.**

RECOMMENDATION: Staff recommends approval of purchase of these remediation services to satisfy Arkansas Department of Health requirements 100% approval of this request was received from the Water & Sewer Committee.

BACKGROUND: On April 12, 2005, the underground storage tank (UST) at the Gregg Street Lift Station was found empty after apparent failure and discharge of approximately 4,200 gallons of ferrous chloride to the surrounding soils. Ferrous chloride is a listed hazardous material. Remediation of the ferrous chloride release is imperative and a Work Plan and site specific Health and Safety Plan have been generated and approved by ADEQ. At the time of the release, a request was made by Staff to the Purchasing Department to provide emergency funds in the amount of \$20,000.00 to expedite site stabilization and initiate assessment/testing services. The request was honored. A sum in the amount of \$70,000.00 is requested to conduct the hazardous material removal, cleanup, waste transportation, and waste disposal, testing, consulting, and closure report generation services. The requested funds include the previously allotted \$20,000.00.

DISCUSSION: This cleanup is required by the Arkansas Department of Health to be conducted a licensed tank removal company. Deliverables will be a closure report to include testing results and hazardous waste manifest documentation. This project will mitigate environmental and regulatory liability for the City of Fayetteville.

BUDGET IMPACT: Payment for these services will be from the Water and Sewer Fund.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND ENGAGING MID-AMERICA ENVIRONMENTAL SOLUTIONS FOR THE AMOUNT OF \$70,000.00 TO PROVIDE EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES FOR A FERROUS CHLORIDE DISCHARGE; APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$70,000.00; AND DECLARING AN EMERGENCY.

WHEREAS, the underground storage tank at the Gregg Avenue Lift Station was discovered to have leaked approximately 4,200 gallons of ferrous chloride, and;

WHEREAS, the Arkansas Department of Environmental Quality has generated and approved a Work Plan and a site-specific Health and Safety Plan, and;

WHEREAS, Mid-America Environmental Solutions is qualified, and properly licensed to conduct the required remediation.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and waives the requirements of formal competitive bidding and engages Mid-America Environmental Solutions for the amount of \$70,000.00 to provide Emergency Environmental Remediation Services for a ferrous chloride discharge.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount of \$70,000.00.

Section 3. Emergency Clause. That the City Council of the City of Fayetteville, Arkansas, hereby finds the immediate environmental remediation of a ferrous chloride discharge to be necessary to preserve the health and safety of the citizens of Fayetteville, and because of such, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from the date of its passage and approval.

PASSED and APPROVED this 19th day of July, 2005.

APPROVED

By: _____
DAN COODY, Mayor

ATTEST

By: _____
SONDRA SMITH, City Clerk

C.22.
Remediation Services Contract
Page 3 of 8

Approval Signatures		Budget Office Use Only					
		Type:	A	B	C	D	E
Requested By	Date						
Budget Manager	Date	Date of Approval			Initial	Date	
Department Director	Date	Posted to General Ledger			Initial	Date	
Finance & Internal Services Director	Date	Posted to Project Accounting			Initial	Date	
Mayor	Date	Entered in Category Log			Initial	Date	

MiD-America

Environmental Solutions

P.O. Box 737
Carthage, MO 64836

P.O. Box 414
Rogers, AR 72757

Ph: 417-358-3599
Fax: 417-358-8332

Ph: 479-621-5405

June 9, 2005

Mr. Bob Davis, P.E.
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
Fax: 479-575-8257

RE: Estimated pricing for removal of leaking ferrous chloride UST & associated cleanup
at the Gregg Street Lift Station

Dear Mr. Davis,

MiD-America Environmental Solutions (MAES) is providing you with estimated pricing for the costs associated with the removal of leaking ferrous chloride UST and associated cleanup activities. The prices listed below are items known to be necessary to be in compliance with the May 25, 2005 work plan. During the course of work other items may be found to be necessary that are not included in this price schedule.

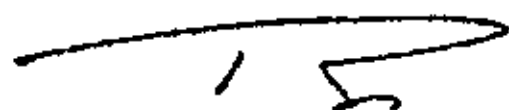
DESCRIPTION	UNIT COST	UNIT TYPE	MULTIPLIER	TOTAL
PROJECT COORDINATION	\$450.00	LUMP	1	\$450.00
INITIAL MOBILIZATION	\$750.00	LUMP	1	\$750.00
SUBSEQUENT MOBILIZATIONS	\$375.00	TRIP	UNK	UNK
LINE LOCATE REQUEST	\$25.00	PER EVENT	2	\$50.00
EXCAVATOR	\$1,500.00	PER DAY	UNK	UNK
BACKHOE	\$600.00	PER DAY	UNK	UNK
BOBCAT	\$360.00	PER DAY	UNK	UNK
ACID/BASE DIAPHRAGM PUMP	\$100.00	PER DAY	UNK	UNK
AIR COMPRESSOR	\$200.00	PER DAY	UNK	UNK
DUMPSTER SET FEE	\$450.00	PER BOX	UNK	UNK
AIR MONITORING INSTRUMENTS	\$85.00	PER DAY	UNK	UNK
FIELD SCREENING INSTRUMENTS	\$125.00	PER DAY	UNK	UNK
HW LANDFILL ANALYTICAL PROCESSING*	\$785.00- \$1285.00	PER SAMPLE	1	UNK
HW LANDFILL DISPOSAL**	\$110.00	PER TON	UNK	UNK
TRANSPORTATION TO LANDFILL***	\$120.00	PER TON	UNK	UNK
12 MIL HDPE LINERS	\$0.85	PER SQ. FT.	UNK	UNK
ASSESSMENT ANALYTICAL (IRON & CHLORIDES)	\$120.00	PER SAMPLE	UNK	UNK
STREAM ASSESSMENT ANALYTICAL	\$155.00	PER SAMPLE	6	\$930.00
GEOLOGIST****	\$95.00	PER HOUR	UNK	UNK
UST LICENSED CONSULTANT****	\$75.00	PER HOUR	UNK	UNK

40 HOUR TRAINED ENVIRONMENTAL TECH****	\$45.00	PER HOUR	UNK	UNK
HOTEL & PER DIEM	\$105.00	PER MAN/DAY	UNK	UNK
VEHICLES	\$85.00	PER DAY/VEHICLE	UNK	UNK
55 GALLON STEEL DRUM	\$40.00	PER DRUM	UNK	UNK
55 GALLON POLY DRUM	\$50.00	PER DRUM	UNK	UNK
POLY SHEETING 6 MIL 40' X 100' ROLL	\$195.00	PER ROLL	UNK	UNK
TEMPORARY FENCING	\$50.00	PER DAY	UNK	UNK
PHOTOGRAPHS	\$75.00	LUMP	1	\$75.00
LEVEL C PPE	\$50.00	ENSEMBLE	UNK	UNK
LEVEL B PPE	\$185.00	ENSEMBLE	UNK	UNK
DECON SHOWER UNIT	\$500.00	LUMP	1	\$500.00
REPORT DEVELOPMENT	\$60.00	PER HOUR	UNK	UNK
FINAL DEMOBILIZATION	\$500.00	LUMP	1	\$500.00
UNK = UNKNOWN * \$785.00 IF QUANTITY IS OVER 100 CUBIC YARDS, \$1285.00 IF QUANTITY IS LESS THAN 100 CUBIC YARDS ** BASED ON SOIL BEING ACCEPTABLE WITHOUT PRE-TREATMENT (MEETS 10 X UTS [UNIVERSAL TREATMENT STANDARD]) *** 22 TON MINIMUM, DEMURRAGE RATE OF \$75.00/HOUR BEYONE 1 HOUR (WEEKDAY RATES) **** WEEKDAY RATES				

We have been notified that the previously submitted work plan has been approved as written by the ADEQ and that we can expect to see the formal approval letter in the mail sometime the week of June 13, 2005. If this is the case we are currently planning on initiating activities the week of June 27, 2005.

If you have any questions, please call me at 417-358-3599.

God Bless,



Dominic Whitley
Operations Manager

Mid-America Environmental Solutions

PO Box 737

Carthage, MO 64836

Phone: 417-358-3599

Fax: 417-358-8332

To: Bob Davis
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RECEIVED

MAY 31 2005

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Invoice

Number: 5403

Date: 05/26/05

Term: 30 days

Due: 06/25/05

05-139

**Gregg Street Lift Station Project Development,
Fayetteville, Arkansas, P. O. #: 05-0001053-001**

04/12/05	Site meeting - Consultant (DW/DR) - total of 6 hours @ \$75/hr	\$450.00
04/14/05	Closure notice preparation & ADEQ correspondence - 3 hr @ \$75/hr	225.00
04/14/05 -	04/16/05 Excavator rental	1,085.37
04/14/05	40 HCl and 10 Hydrogen Gas Draeger Tubes	600.00
04/15/05	Preliminary HASP development - 3 hours @ \$75/hr	225.00
04/15/05	Technician 9.72 hours @ \$45/hr	437.40
	Dumpster set fee	450.00
04/20/05	Site meeting Consultants (DW/DR) - total of 6 hours @ \$75/hr	450.00
	Geologist (NF) - total 2 hours @ \$95/hr	190.00
04/21/05	Tightness test	550.00
04/22/05 -	05/25/05 Work Plan and HASP Development - 18 hours @ \$75/hr	<u>1,350.00</u>
TOTAL		<u>\$6,012.77</u>

NOTICE TO OWNERS: Failure of this contractor to pay those persons supplying material or services to complete this can result in the filing of a Mechanic's lien on the property which is the subject of this contract pursuant to Chapter 429, RSMo. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or service for the work described in this contract. Failure to secure lien waivers may result in you paying for labor and material twice.

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

7/19/2005

City Council Meeting Date

Bob Davis

Water & Wastewater

Submitted By

Division

Department

An Ordinance Waiving Competitive Bidding and Requiring an Emergency
Action Required:

Approval of Contract to provide remediation services for Ferrous Chloride discharge from an underground storage tank at Gregg Street Lift Station. A sum in the amount of \$70,000.00 is requested to conduct the hazardous material removal, cleanup, waste transportation, waste disposal, testing, consulting, and closure report generation services. The requested funds include a previously allotted \$20,000.00 for the emergency response

\$70,000.00

Cost of this request

\$

--

Category/Project Budget (2005)

Program Category / Project Name

5400.5600.5314.00

Account Number

\$

-

Funds Used to Date

Program / Project Category Name

\$

-

Remaining Balance

Water & Sewer

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

X

Previous Ordinance or Resolution #

Bob Davis
Department Director

7-1-05
Date

Original Contract Date:

Original Contract Number:

City Attorney

Finance and Internal Service Director

Date

Mayor

Date

Received in City Clerk's Office

ENTERED

7-1-05

Received in Mayor's Office

ENTERED

7/6/05

Comments:

Agenda Session
7/12/05
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 19, 2005**

A meeting of the Fayetteville City Council will be held on July 19, 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 and July 5, 2005 City Council meeting minutes.**

August
2-2005
move to

2. **Survey & Research Center Proposal Approval:** A resolution approving a proposal from the Survey Research Center (SRC) at the University of Arkansas in the amount of \$29,312.05 with a not-to-exceed cost of \$30,000.00 for the development and implementation of a citizen survey; and approving a budget adjustment in the amount of \$5,000.00.

✓ 3. **McGoodwin, Williams and Yates, Inc. Contract Approval:** A resolution approving a contract with McGoodwin, Williams and Yates, Inc. in the amount of \$93,800.00 to provide professional engineering, surveying, bidding and construction observation services for the 24" Waterline Replacement Project.

✓ 4. **Parking Space Lease Agreement:** A resolution approving lease agreements for twenty six (26) parking spaces located in Fayetteville Municipal Parking Lot 1 located at 160 West Mountain Street for one (1) year with four (4) additional one-year renewal times.

August
2-2005
move to

5. **ECO Inc. Contract:** A resolution approving Amendment No. 2 to the contract with ECO, Inc. in the amount of \$598,329.00 to provide construction phase services for all Wastewater System Improvements Projects (WSIP); and approving a 10% project contingency in the amount of \$59,832.00.

- ✓ 6. **RJN Group, Inc. Contract Amendment:** A resolution approving an amendment to the contract with RJN Group, Inc. in the amount of \$165,031.00 for additional design and bidding services associated with Wastewater System Improvements Project (WSIP) WL-1, WL-3, and WL-4.
- ✓ 7. **WSIP EL-1 and EL-2 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$189,026.00 for the purchase of easements required for Wastewater System Improvement Projects (WSIP) EL-1 and EL-2; and approving a 10% contingency in the amount or \$18,900.00.
- ✓ 8. **WSIP WL-5 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$21,380.00 for the purchase of easements required for Wastewater System Improvement Project (WSIP) WL-5; and approving a 10% contingency in the amount of \$2,140.00.
- ✓ 9. **Jack Tyler Engineering Bid Award:** A resolution awarding Bid #05-50 to Jack Tyler Engineering of Arkansas, Inc. in an amount not to exceed \$13,350.17 to rebuild the Flight submersible pump at Lift Station No. 21; and approving a 10% Contingency in the amount of \$1,335.00.
- New Business 10. **Water and Wastewater Maintenance Facility Furniture Purchase:** A resolution approving the purchase of 62 lockers and other furnishings for the new Water and Wastewater Maintenance Facility form MISSCO Contract Sales, LLC in the amount of \$207,626.67; and approving a Budget Adjustment in the amount of \$19,843.00.

B. UNFINISHED BUSINESS:

- ✓ 1. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*
- ✓ 2. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*
- ✓ 3. **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 at the July 5, 2005 City Council meeting.*
- ✓ 4. **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 at the July 5, 2005 City Council meeting.*

5. **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 at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*

Moved to New Business After Amend Chapter 162 Use Units
C. NEW BUSINESS:

1. **Amend § 34.23 Purchases and Contracts Not In Excess of \$10,000.00:** An ordinance to Amend § 34.23 Purchases and Contracts Not in Excess of \$10,000.00 of the Code of Fayetteville.
2. **Amend § 34.25, City Owned Supplies, Equipment, Or Materials:** An ordinance amending § 34.25, of the Code of Fayetteville, regarding the sale of city -owned supplies, equipment, or materials.
3. **Amend Chapter 34, Internet Auctions:** An ordinance amending Chapter 34 of the Code of Fayetteville, to allow reverse internet auctions for the purchase of goods and services.
4. **Approval of the Purchase of One Commercial Drop Box Vehicle and the Hiring of One Driver for Solid Waste:** A resolution authorizing the hiring of one (1) full-time employee (Driver) in the Solid Waste & Recycling Division; approving the purchase of one (1) commercial drop-box vehicle in the amount of \$141,800.00; and approving a budget adjustment in the amount of \$196,550.00.
5. **Unified Development Ordinance Amendments; Outdoor Lighting:** An ordinance amending Title XV, Unified Development Code, City of Fayetteville Code of Ordinances, repealing certain sections regarding outdoor lighting installations.
6. **Planning Commission Appeal (HondaPro):** A request to appeal the Planning Commission's motion to deny rezoning request RZN 05-1524 rezoning Lots 14, 15 and 16 of the Parker's Plat of Valley View Acres from RSF-4, Residential Single Family, 4 Units Per Acre and R-O , Residential Office, to C-2, Thoroughfare Commercial.
7. **Planning Commission Appeal (Rapido Rabbit Carwash):** A request to appeal the Planning Commission's motion to deny Administrative request ADM 05-1582 for Rapid Rabbit Carwash located south of Wedington Drive and west of Shiloh Drive.
8. **Amend Chapter 161, Zoning Regulations, § 161.15 B.1 and § 161.15 B.2 :** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.15 B.1 & Section 161.15 B.2, of the Code of Fayetteville, to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use within the R-O, Residential Office Zoning District.
9. **Amend Chapter 161, Zoning Regulations § 161.17 B.1 and § 161.18 B.1:** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.17 B.1 & Section 161.18 B.1, of the Code of Fayetteville, to add Use Unit 25, Professional Offices as a permitted use, in the C-2, Thoroughfare Commercial and C-3, Central Commercial Zoning Districts.

- ✓ **10. Amend Chapter 162, Use Units:** An ordinance amending Chapter 162, Use Units, Section 162.01 L.2, of the Code of Fayetteville, to add bail bonding agency to Use Unit 12: Offices, Studios, and Related Services.

- August 2, 2005
✓ **11. VAC 05-1522 (Springwoods):** An ordinance approving VAC 05-1522 submitted by Patrick Hargus for property located at Hwy 112 and Truckers Drive (The Springwoods Planned Zoning District) vacating a utility easement as indicated in the attached map and legal description.

- ✓ **12. R-PZD 05-1463 (Oakbrooke):** An ordinance establishing a residential planned zoning district titled R-PZD 05-1463, Oakbrooke Phase I, located west of Ruppel Road and east of Bridgeport Subdivision, containing approximately 20.9 acres, amending the Official Zoning Map of the City of Fayetteville; and adopting the associated Residential Development Plan as approved by the Planning Commission.

- ✓ **13. RZN 05-1546 (Mathias):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1546 for approximately 1.20 acres located at the northwest corner of Highway 45 and Box Avenue from RSF-4, Residential Single Family, 4 Units Per Acre to R-O, Residential Office.

- ✓ **14. RZN 05-1564 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1564 (Mountain Ranch D,F,H,I,J) for approximately 193.66 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RSF-2, Residential Single Family, 2 Units Per Acre.

- ✓ **15. RZN 05-1563, RZN 05-1566 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1563 (Mountain Ranch C) and RZN 05-1566 (Mountain Ranch G) for approximately 97.71 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RSF-4, Residential Single Family 4 Units Per Acre.

- ✓ **16. RZN 05-1562 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1562 (Mountain Ranch B) for approximately 19.04 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RMF-24, Residential Multi-Family, 24 Units Per Acre.

- ✓ **17. RZN 05-1561 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1561 (Mountain Ranch A-2) for approximately 27.01 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial.

- ✓ **18. RZN 05-1560 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1560 (Mountain Ranch A-1) for approximately 14.60 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-2, Thoroughfare Commercial.

- August 16, 2005
✓ **19. Mansfieldhouse, LLC Lease Agreement:** A resolution approving a lease agreement with Mansfieldhouse, LLC for property located at the northwest corner of Dickson Street and West Avenue to provide parking enforcement and revenue collection services for a proposed 154-space parking lot.

August 16, 2005
20. Parking Management Staffing Addition: A resolution authorizing the addition of one (1) half-time position in the Parking Management Division; and approving a budget adjustment in the amount of \$7,695.00.

Consent
21. RJN, Inc. Design and Bidding Services Contract Amendment: A resolution approving an amendment to the Design and Bidding Phase Services Contract with RJN Group, Inc. in the amount of \$1,659,090.00 for construction phase inspection, engineering and consulting services for the West Side Sewer Line Construction, Hamestring Lift Station Construction, and the Gregg Avenue Lift Station Rehabilitation Projects (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, and WL-7).

22. Remediation Services Contract: An ordinance waiving the requirements of formal competitive bidding and engaging Mid-America Environmental Solutions for the amount of \$70,000.00 to provide emergency environmental remediation services for a Ferrous Chloride Discharge; approving a Budget Adjustment in the amount of \$70,000.00; and declaring an emergency.

D. INFORMATIONAL:

Council Tour: July 18, 2005 – 4:30 P.M.

*Add: Solicit. on Sidewalk & Roadway
Branda Thiel*

Pre Agenda Meeting

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 19, 2005**

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

A. CONSENT:

1. **Approval of the June 21, 2005 and July 5, 2005 City Council meeting minutes.**

B. UNFINISHED BUSINESS:

1. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.*
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2. **Approval of the Purchase of One Commercial Drop Box Vehicle and the Hiring of One Driver for Solid Waste:** A resolution authorizing the hiring of one (1) full-time employee (Driver) in the Solid Waste & Recycling Division; approving the purchase of one (1) commercial drop-box vehicle in the amount of \$141,800.00; and approving a budget adjustment in the amount of \$196,550.00.
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7. **Planning Commission Appeal (Rapido Rabbit Carwash):** ADM 05-1582, NO INFO; Jeremy Pate.

8. **Amend Chapter 161, Zoning Regulations, § 161.5 B.1 and § 161.15 B.2 :** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.15 B.1 & Section 161.15 B.2, of the Code of Fayetteville, to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use within the R-O, Residential Office Zoning District.
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12. **R-PZD 05-1463 (Oakbrooke):** An ordinance establishing a residential planned zoning district titled R-PZD 05-1463, Oakbrooke Phase I, located west of Ruppel Road and east of Bridgeport Subdivision, containing approximately 20.882 acres, ~~more or less~~, amending the Official Zoning Map of the City of Fayetteville; and adopting the associated Residential Development Plan as approved by the Planning Commission.

13. **RZN 05-1546 (Mathias):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1546 for approximately 1.20 acres located at the northwest corner of Highway 45 and Box Avenue from RSF-4, Residential Single Family, 4 Units Per Acre to R-O, Residential Office.

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Consent 19. **Parking Space Lease Agreement:** A resolution approving Lease Agreements for Twenty Six (26) parking spaces located in Fayetteville Municipal Parking Lot 1 located at 160 West Mountain Street for one (1) year with four (4) additional one-year renewal times.

20. **Parking Management Staffing Addition:** A resolution authorizing the addition of one (1) half-time position in the Parking Management Division; and approving a Budget Adjustment in the amount of \$7,695.00.

21. **Mansfield House, LLC Lease Agreement:** A resolution approving a Lease Agreement with Mansfieldhouse, LLC for property located at the northwest corner of Dickson Street and West Avenue to provide parking enforcement and revenue collection services for a proposed 154-space parking lot.

Consent 22. **ECO Inc. Contract:** A resolution approving Amendment No. 2 to the contract with ECO, Inc. in the amount of \$598,329.00 to provide construction phase services for all Wastewater System Improvements Projects (WSIP); and approving a 10% project contingency in the amount of \$59,832.00.

Consent 23. **RJN Group, Inc. Contract Amendment:** A resolution approving an amendment to the contract with RJN Group, Inc. in the amount of \$165,031.00 for additional design and bidding services associated with Wastewater System Improvements Project (WSIP) WL-1, WL-3, and WL-4.

Consent 24. **WSIP EL-1 and EL-2 Easement Purchase:** A resolution approving a Lump Sum Allocation in the amount of \$189,026.00 for the purchase of easements required for Wastewater System Improvement Projects (WSIP) EL-1 and EL-2; and approving a 10% contingency in the amount of \$18,900.00.

Consent 25. **WSIP WL-5 Easement Purchase:** A resolution approving a Lump Sum Allocation in the amount of \$21,380.00 for the purchase of easements required for Wastewater System Improvement Project (WSIP) WL-5; and approving a 10% contingency in the amount of \$21,380.00.

Consent 26. **Jack Tyler Engineering Bid Award:** A resolution awarding Bid #05-50 to Jack Tyler Engineering of Arkansas, Inc. in an amount not to exceed \$13,350.17 to rebuild the Flight submersible pump at Lift Station No. 21; and approving a 10% Contingency in the amount of \$1,335.00.

27. RJN, Inc. Design and Bidding Services Contract Amendment: A resolution approving an amendment to the Design and Bidding Phase Services Contract with RJN Group, Inc. in the amount of \$1,659,090.00 for construction phase inspection, engineering and consulting services for the West Side Sewer Line Construction, Hamstring Lift Station Construction, and the Gregg Avenue Lift Station Rehabilitation Projects (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, and WL-7).

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D. INFORMATIONAL:

Council Tour: July 18, 2005 – 4:30 P.M.

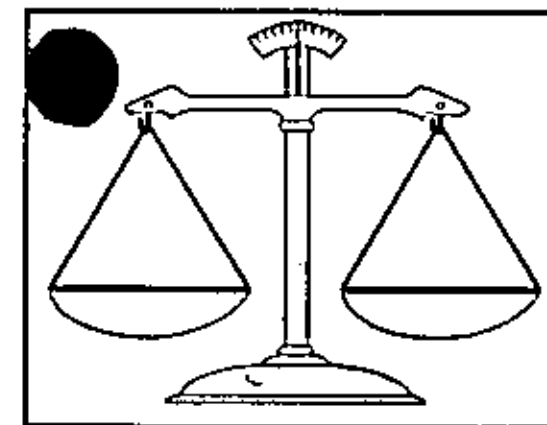
Room Reservation
Room Res.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **July 20, 2005**

A handwritten signature in black ink, appearing to read "Kit Williams", written over a horizontal line.

RE: **Passed Resolutions and Ordinances from City Council meeting of July 19, 2005**

The following Resolutions and Ordinances were passed at last night's regular City Council meeting and are ready for the mayor's signature.

Enclosed are:

1. **McGoodwin, Williams & Yates Contract:** Resolution approving contract w/McGoodwin, Williams & Yates, Inc. in amount of \$93,800.00 to provide professional engineering, surveying, bidding and construction observation services for 24-inch Water line Replacement Project;

2. **Parking Space Lease Agreement:** Resolution approving lease agreements for 26 parking spaces located in Fayetteville Municipal Parking Lot 1 located at 160 W. Mountain Street for one year w/four additional one-year renewals;

3. **RJN Group Contract Amendment:** Resolution approving amendment to contract w/RJN Group, Inc. in amount of \$165,031.00 for additional design and bidding services associated w/Wastewater System Improvements Project (WSIP) WL-1, WL-3 & WL-4;

4. **WSIP EL-1 & EL-2 Easement Purchase:** Resolution approving lump sum allocation in amount of \$189,026.00 for purchase of easements required for Wastewater System Improvement Projects EL-1 & EL-2 and approving 10% contingency in amount of \$18,900.00;

5. **WSIP WL-5 Easement Purchase:** Resolution approving lump sum allocation in amount of \$21,380.00 for purchase of easements required for Wastewater System Improvement Project WL-5 and approving 10% contingency in amount of \$2,140.00;

6. **Jack Tyler Engineering Bid Award:** Resolution awarding bid 05-50 to Jack Tyler Engineering of Arkansas, Inc. in amount not to exceed \$13,350.17 to rebuild Flight submersible pump at Lift Station No. 21 and approving 10% contingency in amount of \$1,335.00;

7. **Approval of Purchase of Commercial Drop Box Vehicle & Hiring 1 Driver for Solid Waste:** Resolution authorizing hiring of 1 full-time driver in Solid Waste & Recycling Division; approving purchase of 1 commercial drop-box vehicle in amount of \$141,800.00 and approving budget adjustment in amount of \$196,550.00;

8. **RJN, Inc. Design & Bidding Services Contract Amendment:** Resolution approving amendment to Design & Bidding Phase Services Contract in amount of \$1,659,090.00 for construction phase inspection, engineering and consulting services for West Side Sewer Line Construction, Hamstring Lift Station Construction & Gregg Avenue Lift Station Rehabilitation Projects (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, WL-7);

9. **ANX 05-1495:** Ordinance annexing property described in ANX 05-1495 for property located at southwest corner of Weir Road and Salem Road, containing 10.47 acres;

10. **RZN 05-1502:** Ordinance rezoning that property described in RZN 05-1502 for approximately 10.47 acres located at southwest corner of Weir Road and Salem Road from R-A, Residential Agricultural, to RSF-4, Residential Single-Family, 4 Units Per Acre;

11. **§34.23 Purchases & Contracts Not In Excess of \$10,000.00:** Ordinance amending §34.23 Purchases & Contracts Not In Excess of \$10,000.00 of Code of Fayetteville;

12. **§34.25 City-Owned Supplies, Equipment or Materials:** Ordinance amending §34.25 of Code of Fayetteville regarding sale of city-owned supplies, equipment, or materials;

13. **Chapter 34 Internet Auctions:** Ordinance amending Chapter 34 of Code of Fayetteville to allow reverse internet auctions for purchase of goods and services;

14. **Water & Wastewater Maintenance Facility Furniture Purchase:** Resolution approving purchase of 62 lockers and other furnishings for new Water & Wastewater Maintenance Facility from MISSCO Contract Sales, LLC in amount of \$207,626.67 and approving budget adjustment in amount of \$19,843.00;

15. **UDO Amendments – Outdoor Lighting:** Ordinance amending UDO City of City by removing or amending sections regarding outdoor lighting installation;

16. **Chapter 161 Zoning Regulations -- §161.15 B. 1 & B. 2:** Ordinance amending Chapter 161 Zoning Regulations, §161.15 B.1 & B.2 of Code of Fayetteville to remove manufactured Home Park as a permitted use, but to allow it as Conditional Use within R-), Residential Office zoning district;

17. **Chapter 161 Zoning Regulations §161.17 B. 1 & §161.18 B.1:** Ordinance amending Chapter 161 Zoning Regulations, S§161.17 B.1 & §161.18 B.1 of Code of Fayetteville to add Use Unit 25, Professional Offices as a permitted use to the C-2, Thoroughfare Commercial and C-3, Central Commercial Zoning Districts;

18. **Chapter 162 Use Units:** Ordinance amending Chapter 162 Use Units, §162.01 L.2, of Code of Fayetteville to add Bail Bonding Agency to Use Unit 12: Offices, Studios, & Related Services;

19. **RZN 05-1523:** Ordinance rezoning that property described in RZN 05-1523 for approximately .25 acres located at 2826 S. School Avenue from RSF-4, Residential Single-Family , 4 Units Per Acre to R-O, Residential Office;

20. **Remediation Services Contract:** Ordinance waiving requirements of formal bidding and engaging Mid-America Environmental Solutions for amount of \$70,000.00 to provide emergency environmental remediation services for a ferrous chloride discharge; approving budget adjustment of \$70,000.00 and declaring an emergency;

21. **§74.05 Soliciting From Public Roadway:** Ordinance amending §74.05 Soliciting From Public Roadways Or Sidewalks Prohibited and to declare an emergency.

-1564
-1563, 1566
-1562
-1561
-1560

) Mountain Ranch

Agenda

"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:

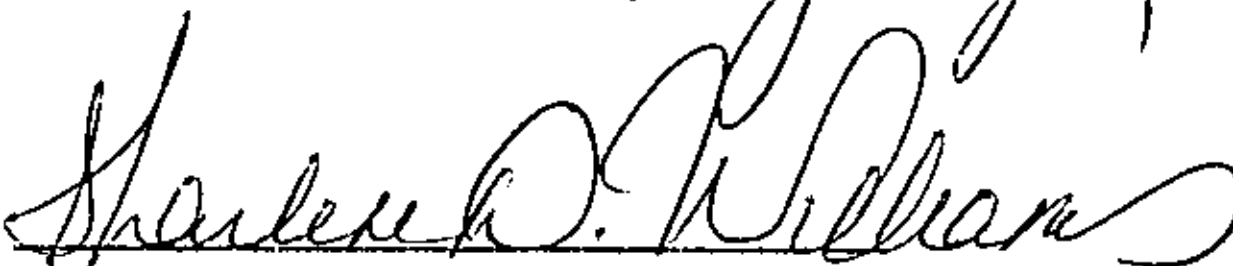
Final Agenda was inserted in the regular editions on
July 18, 2005.

PO# _____

** Publication Charge: \$ 403.60

Subscribed and sworn to before me this

25 day of July, 2005.



Notary Public

Sharlene D. Williams

Notary Public

State of Arkansas

My Commission Expires: _____
My Commission Expires
October 18, 2014

** Please do not pay from Affidavit.
An invoice will be sent.

RECEIVED

JUL 29 2005

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

THANK YOU!

Arkansas Democrat-Gazette, NW Ed.
212 N. East Avenue
Fayetteville, AR 72701
479-442-1700

VISA PURCHASE

CARD #*****4345*

EXPIRATION DATE : *****

DATE 07-19-2005 #006039 A

TIME 13:43:29

SALE 483.60

APPROVED 097738

AVS: YES

CLERK : Ashley Stewart

MERCH ORDER# :

ITEM DESC: _____

X _____

PLEASE IMPRINT CARD

----- THANK YOU -----

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
July 19, 2005

Fayetteville
ARKANSAS

A meeting of the Fayetteville City Council will be held on July 19, 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 and July 5, 2005 City Council meeting minutes.

New Business:

2. **McGoodwin, Williams and Yates, Inc. Contract Approval:** A resolution approving a contract with McGoodwin, Williams and Yates, Inc. in the amount of \$93,800.00 to provide professional engineering, surveying, bidding and construction observation services for the 24" Waterline Replacement Project.

3. **Parking Space Lease Agreement:** A resolution approving lease agreements for twenty six (26) parking spaces located in Fayetteville Municipal Parking Lot 1 located at 160 West Mountain Street for one (1) year with four (4) additional one-year renewal times.

4. **RJN Group, Inc. Contract Amendment:** A resolution approving an amendment to the contract with RJN Group, Inc. in the amount of \$165,031.00 for additional design and bidding services associated with Wastewater System Improvements Project (WSIP) WL-1, WL-3, and WL-4.

5. **WSIP EL-1 and EL-2 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$189,026.00 for the purchase of easements required for Wastewater System Improvement Projects (WSIP) EL-1 and EL-2; and approving a 10% contingency in the amount of \$18,900.00.

6. **WSIP WL-5 Easement Purchase:** A resolution approving a lump sum allocation in the amount of \$21,380.00 for the purchase of easements required for Wastewater System Improvement Project (WSIP) WL-5; and approving a 10% contingency in the amount of \$2,140.00.

7. **Jack Tyler Engineering Bid Award:** A resolution awarding Bid #05-50 to Jack Tyler Engineering of Arkansas, Inc. in an amount not to exceed \$13,350.17 to rebuild the Flight submersible pump at Lift Station No. 21; and approving a 10% Contingency in the amount of \$1,335.00.

8. **Approval of the Purchase of One Commercial Drop Box Vehicle and the Hiring of One Driver for Solid Waste:** A resolution authorizing the hiring of one (1) full-time employee (Driver) in the Solid Waste & Recycling Division; approving the purchase of one (1) commercial drop-box vehicle in the amount of \$141,800.00; and approving a budget adjustment in the amount of \$196,550.00.

9. **RJN, Inc. Design and Bidding Services Contract Amendment:** A resolution approving an amendment to the Design and Bidding Phase Services Contract with RJN Group, Inc. in the amount of \$1,659,090.00 for construction phase inspection, engineering and consulting services for the West Side Sewer Line Construction, Hamestring Lift Station Construction, and the Gregg Avenue Lift Station Rehabilitation Projects (WL-1, WL-2, WL-3, WL-4, WL-5, WL-6, and WL-7).

B. UNFINISHED BUSINESS:

1. **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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.

2. **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 Road 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. This item was tabled at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.

3. **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 at the July 5, 2005 City Council meeting.

4. **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 at the July 5, 2005 City Council meeting.

5. **RZN 05-1523 (Hartierode):** Moved to New Business # 11.

C. NEW BUSINESS:

- 1. Amend § 34.23 Purchases and Contracts Not in Excess of \$10,000.00:** An ordinance to Amend § 34.23 Purchases and Contracts Not in Excess of \$10,000.00 of the Code of Fayetteville.
- 2. Amend § 34.25, City Owned Supplies, Equipment, Or Materials:** An ordinance amending § 34.25, of the Code of Fayetteville, regarding the sale of city-owned supplies, equipment, or materials.
- 3. Amend Chapter 34, Internet Auctions:** An ordinance amending Chapter 34 of the Code of Fayetteville, to allow reverse internet auctions for the purchase of goods and services.
- 4. Water and Wastewater Maintenance Facility Furniture Purchase:** A resolution approving the purchase of 82 lockers and other furnishings for the new Water and Wastewater Maintenance Facility from MISSCO Contract Sales, LLC in the amount of \$207,626.67; and approving a Budget Adjustment in the amount of \$19,843.00.
- 5. Unified Development Ordinance Amendments; Outdoor Lighting:** An ordinance amending Title XV, Unified Development Code, City of Fayetteville Code of Ordinances, repealing certain sections regarding outdoor lighting installations.
- 6. Planning Commission Appeal (HondaPro):** A request to appeal the Planning Commission's motion to deny rezoning request RZN 05-1524 rezoning Lots 14, 15 and 16 of the Parker's Plat of Valley View Acres from RSF-4, Residential Single Family, 4 Units Per Acre and R-O, Residential Office, to C-2, Thoroughfare Commercial.
- 7. Planning Commission Appeal (Rapido Rabbit Carwash):** A request to appeal the Planning Commission's motion to deny Administrative request ADM 05-1582 for Rapido Rabbit Carwash located south of Wedington Drive and west of Shiloh Drive.
- 8. Amend Chapter 161, Zoning Regulations, § 161.15 B.1 and § 161.15 B.2:** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.15 B.1 & Section 161.15 B.2, of the Code of Fayetteville, to remove Manufactured Home Park as a permitted use, but to allow it as a conditional use within the R-O, Residential Office Zoning District.
- 9. Amend Chapter 161, Zoning Regulations § 161.17 B.1 and § 161.18 B.1:** An ordinance amending Chapter 161, "Zoning Regulations", Section 161.17 B.1 & Section 161.18 B.1, of the Code of Fayetteville, to add Use Unit 25, Professional Offices as a permitted use, in the C-2, Thoroughfare Commercial and C-3, Central Commercial Zoning Districts.
- 10. Amend Chapter 162, Use Units:** An ordinance amending Chapter 162, Use Units, Section 162.01 L.2, of the Code of Fayetteville, to add bail bonding agency to Use Unit 12: Offices, Studios, and Related Services.
- 11. 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 at the July 5, 2005 City Council meeting until the July 19, 2005 City Council meeting.
- 12. R-PZD 05-1463 (Oakbrooke):** An ordinance establishing a residential planned zoning district titled R-PZD 05-1463, Oakbrooke Phase I, located west of Ruppel Road and east of Bridgeport Subdivision, containing approximately 20.9 acres, amending the Official Zoning Map of the City of Fayetteville; and adopting the associated Residential Development Plan as approved by the Planning Commission.
- 13. RZN 05-1546 (Mathias):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1546 for approximately 1.20 acres located at the northwest corner of Highway 45 and Box Avenue from RSF-4, Residential Single Family, 4 Units Per Acre to R-O, Residential Office.
- 14. RZN 05-1564 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1564 (Mountain Ranch D,F,H,I,J) for approximately 193.66 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RSF-2, Residential Single Family, 2 Units Per Acre.
- 15. RZN 05-1563, RZN 05-1566 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1563 (Mountain Ranch C) and RZN 05-1566 (Mountain Ranch G) for approximately 97.71 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RSF-4, Residential Single Family 4 Units Per Acre.
- 16. RZN 05-1562 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1562 (Mountain Ranch B) for approximately 19.04 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to RMF-24, Residential Multi-Family, 24 Units Per Acre.
- 17. RZN 05-1561 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1561 (Mountain Ranch A-2) for approximately 27.01 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial.
- 18. RZN 05-1560 (Mountain Ranch):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1560 (Mountain Ranch A-1) for approximately 14.60 acres located south of Persimmon Street and west of Shiloh Drive from R-A, Residential Agricultural to C-2, Thoroughfare Commercial.
- 19. Remediation Services Contract:** An ordinance waiving the requirements of formal competitive bidding and engaging Mid-America Environmental Solutions for the amount of \$70,000.00 to provide emergency environmental remediation services for a Ferrous Chloride Discharge; approving a Budget Adjustment in the amount of \$70,000.00; and declaring an emergency.
- 20. Amend § 74.05 Soliciting From Public Roadway:** An ordinance to amend § 74.05 Soliciting from Public Roadways or Sidewalks Prohibited.

D. INFORMATIONAL:

Council Tour: July 18, 2005 - 4:30 P.M.