

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 - Conrad Odom
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
October 19, 2004**

A meeting of the Fayetteville City Council will be held on October 19, 2004 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 Minutes:** Approval of the October 5, 2004 City Council meeting minutes.

APPROVED.

2. **Walker Parking Consultants/Engineers, Inc. Contract:** A resolution to approve a contract in the amount of \$23,940.00 plus possible expenses of up to \$5,250.00 with Walker Parking Consultants/Engineers, Inc. for engineering services related to the rehabilitation and repair of the Mountain Street parking deck.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 161-04.

3. **Lake Sequoyah Boat Dock Operation Contract:** A resolution awarding a contract to Dixie L. Smith in the amount of \$25,000.00 to operate the Lake Sequoyah Boat Dock from November 1, 2004 through December 31, 2005.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 162-04.

4. **Selective Traffic Enforcement Grant:** A resolution accepting the 2004-2005 Selective Traffic Enforcement Program (STEP) Grant in the amount of \$30,000.00 for the purpose

of paying overtime to officers engaged in the enforcement of DWI/DUI and seatbelt laws and to purchase child safety seats for distribution to the public; and approving a budget adjustment recognizing the grant revenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 163-04.

5. **Habitat for Humanity Fee Waiver:** A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Habitat for Humanity.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 164-04.

B. UNFINISHED BUSINESS

1. **RZN 04-1166 (Sloan Properties):** An ordinance rezoning that property described in rezoning petition RZN 04-1166 as submitted by Raymond Smith on behalf of Sloan Properties for property located east of Broyles Avenue and South of Persimmon Street containing approximately 22.94 acres from R-A, Residential Agricultural to RSF-4, Residential Single Family, Four Units Per Acre. *This ordinance was left on the first reading at the October 5, 2004 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4625.

2. **RZN 04-1167 (McBryde):** An ordinance rezoning that property described in rezoning petition RZN 04-1167 as submitted by Raymond Smith on behalf of Bryan McBryde and Sloan Properties for property located at the end of Ruppel Road, south of Persimmon containing approximately 5.01 acres from R-A, Residential Agriculture to RSF-4, Residential Single Family, Four Units Per Acre. *This Ordinance was left on the first reading at the October 5, 2004 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4626.

C. NEW BUSINESS:

1. **Farmington Settlement Agreement:** A resolution to approve a settlement agreement with the City of Farmington to resolve all sewer maintenance, repair and rehabilitation issues and to approve a budget adjustment of \$350,000.00 from the Water and Sewer Fund Reserves.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 165-04.

2. **Arkansas Blue Cross & USABLE Insurance Benefit Plan Renewal:** A resolution exercising the first of five one-year options to renew employee group policies with USABLE Life to provide life, accidental death and dismemberment, and long term disability insurance coverage, and with Blue Cross/Blue Shield for the group medical plan.

PASSED AND RECONSIDERED. SEE ITEM NO. 13.

3. **RZN 04-1164 (Clevenger Duplexes):** An ordinance rezoning that property described in rezoning petition RZN 04-1164 as submitted by Melissa Curiel for property located south of Wedington Drive and east of 54th Avenue, containing approximately 4.93 acres from R-A, Residential Agricultural to RMF-6, Residential Multi Family, six units per acre subject to a Bill of Assurance limiting the number and type of structures to duplex and single family use.

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

4. **RZN 04-1188 (Gene Housley):** An ordinance rezoning that property described in rezoning petition RZN 04-1188 as submitted by Gene Housley for property located at 400 West Appleby Road containing approximately 9.46 acres from R-A Residential Agricultural to C-1, Neighborhood Commercial.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4627.

5. **RZN 04-1189 (Jackson/Humphries):** An ordinance rezoning that property described in rezoning petition RZN 04-1189 as submitted by Nick Wilson for property located at the northwest corner of South School Avenue and Sunrise Mountain Road containing approximately 7.91 acres from R-A Residential Agricultural and C-2, Thoroughfare Commercial to I-1 Heavy Commercial, Light Industrial.

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

6. **R-PZD 04-1181 (Walnut Crossing):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 04-1181, Walnut Crossing located north of Highway 62, east of Layne Street containing 43.30 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.

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

7. **ADM 04-1258 (Wilson Street/Walnut Crossing):** A resolution amending the Master Street Plan to relocate Wilson Street, a proposed Collector Street, approximately 600 feet north as apart of R-PZD 1181, Walnut Crossing, as described in the staff report attached hereto and made a part hereof.

THIS ITEM WAS TABLED UNTIL NOVEMBER 2, 2004 MEETING.*

8. **C-PZD 04-1175 (Center Street & Gregg Street):** An ordinance establishing a Commercial Planned Zoning District titled C-PZD 04-1175, Rivendell located at the northeast corner of Center Street and South Gregg Avenue containing approximately 0.67 acres, more or less; amending the official zoning map of the City of Fayetteville; and adopting the Associated Mixed Use Development Plan as approved by the Planning Commission.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4628.

9. **ADM 04-1257 (Gregg Avenue Reclassification):** A resolution amending the Master Street Plan to reclassify Gregg Avenue from a Local Street to an Alley between Center Street and Meadow Street as described in the staff report attached hereto and made a part hereof.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 166-04.

10. **VAC 04-1178 (Gregg Street Right of Way):** An ordinance approving VAC-1178 to vacate a portion of the right of way for Gregg Street located between Center Street and Meadow Street and reclassifying this subject right of way as an Alley as depicted on the attached map and legal description.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4629.

11. **Seven Hills Property Lease:** A resolution to terminate the current lease of 4.22 acres of City property to Sage House and approve a lease of up to four acres of this property to Seven Hills Homeless Shelter Center, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 167-04.

12. **Interlocal Agreement with Washington County for Jail Services:** A resolution adopting an interlocal agreement between the City of Fayetteville, Arkansas, and Washington County, Arkansas wherein the County will provide jail services to the City approving the transfer of three (3) FTE jail positions to Records Division upon City Jail closure; and approving the transfer of two (2) FTE jail positions to Patrol Division on January 1, 2005.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 168-04.

13. **Motion to Reconsider Arkansas Blue Cross and USABLE Insurance Benefit Plan Renewal:** A resolution exercising the first of five one-year options to renew employee group policies with USABLE Life to provide life, accidental death and dismemberment, and long term disability insurance coverage, and with Blue Cross/Blue Shield for the group medical plan.

THIS ITEM WAS RECONSIDERED AND TABLED TO NOVEMBER 2, 2004 MEETING.*

D. INFORMATIONAL:

Council Tour: October 18, 2004 – 4:30 pm.

Meeting adjourned at 8:32 p.m.

***NOTE: The City Council meeting on November 2, 2004 is rescheduled for November 1, 2004 due to the regular scheduled date is election day.**

Meeting Adjourned @ 8:32 p.m.

Subject:	Roll Call				
Motion To:					
Motion By:					
Seconded:					
6:45 → Rhoads	Absent DRC				
6:20 → Odom	Absent DRC				
Lucas	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Cook	✓				
Marr	✓				
Mayor Coody	✓				

Subject:	Consent Agenda				
Motion To:					
Motion By:	Jordan				
Seconded:	Marr				
A1-A.5 Passed Res. 161-04 to 164-04	Rhoads	Absent DRC			
	Odom	Absent DRC			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Mayor Coody				

Subject:	RZN 04-1166 (Sloan Properties)				
Motion To:		2nd Read	3rd Read	Pass Ord.	
Motion By:		Jordan	Jordan		
Seconded:		Lucas	Lucas		
B.1 <u>Passed</u> 4625	Rhoads	absent DRC	absent DRC	absent DRC	
	Odom	absent DRC	absent DRC	absent DRC	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
	Mayor Coody				

Subject:	RZN 04-1167 (McBryde)				
Motion To:		2nd Read	3rd Read	Pass Ord.	
Motion By:		Jordan	Jordan		
Seconded:		Lucas	Lucas		
B.2 <u>Passed</u> 4626	Rhoads	absent DRC	absent DRC	absent DRC	
	Odom	absent DRC	absent DRC	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
	Mayor Coody				

Subject:	Farmington Settlement Agreement				
Motion To:		Pass Res.			
Motion By:		Reynolds			
Seconded:		Thiel			
	Rhoads	Absent DRC			
	Odom	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Mayor Coody				

C.1
Passed
 164-04
 165-04

Subject:	AR BCBS & USABLE Insurance Benefit Plan Renewal ✓				
Motion To:		Pass Res			
Motion By:		Odom			
Seconded:		Reynolds			
	Rhoads	✓			
	Odom	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	N			
	Marr	N			
	Mayor Coody				

C.2
Passed
~~165-04~~
 Reconsidered
 at the
 end of the
 meeting.
 Tabled

Subject:	RZN 04-1164 (Clevenger Duplexes)				
Motion To:					
Motion By:					
Seconded:					
	Rhoads				
	Odom				
	Lucas				
	Jordan				
	Reynolds				
	Thiel				
	Cook				
	Marr				
	Mayor Coody				

C.3

Left on the
First Read.

Subject:	RZN 04-1188 (Gene Housley)				
Motion To:		2nd Read	3rd Read	Pass Ord.	
Motion By:		Thiel	Odom		
Seconded:		Marr	Reynolds		
	Rhoads	✓	✓	✓	
	Odom	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
	Mayor Coody				

C.4

Passed

4627

Subject:	RZN 04-1189 (Jackson/Humphries)				
Motion To:					
Motion By:					
Seconded:					
C.5 Left on First Read.	Rhoads				
	Odom				
	Lucas				
	Jordan				
	Reynolds				
	Thiel				
	Cook				
	Marr				
	Mayor Coody				

Subject:	R-P20 04-1181 (Walnut Crossing)				
Motion To:					Speakers ✓
Motion By:					Kim Hesse
Seconded:					Bryan Moore
C.6 Left on First Read.	Rhoads				
	Odom				
	Lucas				
	Jordan				
	Reynolds				
	Thiel				
	Cook				
	Marr				
	Mayor Coody				

Subject:	ADM 04-1258 (Wilson Street/Walnut Crossing)				
Motion To:		Table to Nov. 2nd Mtg.			
Motion By:		Odom			
Seconded:		Lucas			
	Rhoads	✓			
	Odom	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Mayor Coody				

C.7
Tabled

Subject:	C-P2D 04-1175 (Center Street + Gregg Street)				
Motion To:		2nd Read	3rd Read	Pass Ord	
Motion By:		Thiel	Reynolds		
Seconded:		Reynolds	Cook		
	Rhoads	Recuse	Recuse	Recuse	
	Odom	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
	Mayor Coody				

C.8
Passed
4628

Subject:	ADM 04-1257 (Gregg Ave. Reclassification)			
Motion To:		Res. Pass		
Motion By:		Odom		
Seconded:		Cook		
	Rhoads	Recuse		
	Odom	✓		
	Lucas	✓		
	Jordan	✓		
	Reynolds	✓		
	Thiel	✓		
	Cook	✓		
	Marr	✓		
	Mayor Coody			

C.9
Passed
166-04

Subject:	Vac 04-1178 (Gregg Street Right of Way)			
Motion To:		2nd Read	3rd Read	Pass Ord
Motion By:		Jordan	Jordan	
Seconded:		Reynolds	Reynolds	
	Rhoads	Recuse	Recuse	Recuse
	Odom	✓	✓	✓
	Lucas	✓	✓	✓
	Jordan	✓	✓	✓
	Reynolds	✓	✓	✓
	Thiel	✓	✓	✓
	Cook	✓	✓	✓
	Marr	✓	✓	✓
	Mayor Coody			

C.10
Passed
4629

Subject:	Seven Hills Property Lease				
Motion To:		Amend Res. and Replace the Old w/New	Pass Res		Speaker
Motion By:		Thiel			Mr. Bradbury
Seconded:		Marr			
	Rhoads	✓	✓		
	Odom	✓	✓		
	Lucas	✓	✓		
	Jordan	✓	✓		
	Reynolds	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Marr	✓	✓		
	Mayor Coody				

C.11
Passed
 167-04

Subject:	Interlocal Agreement w/ Washington Cnty. for Jail Succ.				
Motion To:		Pass Res.			Speakers
Motion By:		Odom			Frank Johnson
Seconded:		Marr			Judy Cohea
	Rhoads	✓			
	Odom	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Mayor Coody				

C.12
Passed
 168-04

Subject:	Reconsider AR BCBS + USABLE Insurance Benefit Plan				
Motion To:		Reconsider Item	Table to Nov. 2nd		
Motion By:		Jordan	Jordan		
Seconded:		Thiel	Reynolds		
Tabled to Nov. 2nd	Rhoads	✓	✓		
	Odom	✓	✓		
	Lucas	✓	✓		
	Jordan	✓	✓		
	Reynolds	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Marr	✓	✓		
	Mayor Coody				

Subject:	Reschedule CC Meeting to November 1, 2004.				
Motion To:		Reschedule Mtg. to Nov. 1st			
Motion By:		Thiel			
Seconded:		Marr			
Motion Passed	Rhoads	✓			
	Odom	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Mayor Coody				

09/03/04	Edmonston, Connie	Parks & Recreation	Agenda	Approval of a resolution to amend the Operating Contract for Lake Fayetteville Boat Dock with Jim Black	City Clerk	9/3/2004
09/21/04	Davis, Stephen	Finance & Internal Services	Agenda	A resolution approving a contract with Walker Parking Consultants for the design and oversight of the restoration of the Meadow Street Municipal Parking Deck.	Budget	9/21/2004
09/28/04	Davis, Stephen	Finance & Internal Services	Agenda	Sale of Wilson Springs Proceeds to General Fund and Sales Tax Fund Designated Fund Balance	Budget	9/28/2004 ✓
09/29/04	Edmonston, Connie	Parks & Recreation	Agenda	A resolution awarding the Lake Sequoyah Boaddock Operator Contract to Dixie L Smith	Budget	9/29/2004
09/29/04	Ball, Chad	Community Resources & Code Compliance	Agenda	An Ordinance imposing a lien for costs associated with the raze and removal of a structure located at 1905 S Brower Avenue	City Attorney	9/29/2004
09/30/04	Franklin, Perry	Transportation	Agenda	Resolution approving Bid 04-65 for the purchase of 20 100W LUMEC Ornamental Streets Lights	Budget	9/30/2004
10/01/04	Johnson, Frank	Police	Agenda	Interlocal agreement for jail services with the County	City Attorney	10/1/2004
10/01/04	Johnson, Frank	Police	Agenda	2004 - 2005 Selective Traffic Enforcement Grant	City Attorney	10/1/2004

10/1/04
copy

10/01/04	10/19/04	Bechhold, Michele	Human Resources	Agenda	✓ Renewal of the City's group benefit plans for 2005. BC/BS and USABLE	Placeholder Only
10/01/04	10/19/04	Warrick, Dawn	Planning	Agenda	-RZN 04-1164 Rezoning (Clevenger Duplexes, 436/437)	City Attorney 10/1/2004
10/01/04	10/19/04	Warrick, Dawn	Planning	Agenda	- RZN 04-1188 Rezoning (Gene Housley, pp 211/250)	City Attorney 10/1/2004
10/01/04	10/19/04	Warrick, Dawn	Planning	Agenda	-RZN 04-1189 Rezoning (Jackson/Humphries, pp717)	City Attorney 10/1/2004
10/01/04	10/19/04	Warrick, Dawn	Planning	Agenda	- R-PZD 04-1181 Rezoning 43.30 acres, Walnut Crossing	City Attorney 10/1/2004
10/01/04	10/19/04	Warrick, Dawn	Planning	Agenda	- ADM 04-1258 Wilson Street-Walnut Crossing	City Attorney 10/1/2004
10/01/04	10/19/04	Warrick, Dawn	Planning	Agenda	- C-PZD 04-1175 rezoning .67 acres, Center Street & Gregg Street	City Attorney 10/1/2004
10/01/04	10/19/04	Warrick, Dawn	Planning	Agenda	- VAC 04-1178 submitted by Steve Clark on behalf of Denele Campbell	City Attorney 10/1/2004
10/01/04	10/19/04	Warrick, Dawn	Planning	Agenda	-ADM 04-1257 submitted by Steve Clark on behalf of Denele Campbell	City Attorney 10/1/2004
10/04/04	10/19/04	Boudreaux, Ray	Airport	Contract	✓ Approve contracts with insert fuel supplier to provide aviation fuel, refueler trucks, and services	Placeholder Only

I didn't make a copy of 8/24/04 version. Please.

10/04/04	10/19/04	Boettcher, Greg	Administration	Agenda	✓ Resolution authorizing the Mayor to execute a Settlement Agreement relating to the Farmington Mediation including a budget adjustment from Water and Sewer Fund Reserves to provide funding for the initial agreement actions.	Budget	10/4/2004
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09/21/04	10/19/04	Hurd, Coy	Building Services	Agenda	✓ The approval of a resolution accepting a proposed fee \$29,250 from Walker Consultants for the design and oversight of renovation work at the Meadow Street Municipal Parking Deck		
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10/05/04	10/19/04	Bechhold, Michele	Human Resources	Agenda	✓ Approve renewal of the City's group benefit plans for 2005. Staff recommends that the City exercise the 2005 option to renew with Arkansas Blue Cross Blue Shield and USABLE for health and life plans.	Budget	10/5/2004
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10/19/04 Kevin Springer

*✓ General Fund
Budget Manager*

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
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D. INFORMATIONAL:

Council Tour: October 18, 2004 – 4:30 pm.

A.4

Selective Traffic
Enforcement Grant

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE 2004-2005 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT IN THE AMOUNT OF \$30,000.00 FOR THE PURPOSE OF PAYING OVERTIME TO OFFICERS ENGAGED IN THE ENFORCEMENT OF DWI/DUI AND SEATBELT LAWS AND TO PURCHASE CHILD SAFETY SEATS FOR DISTRIBUTION TO THE PUBLIC; AND APPROVING A BUDGET ADJUSTMENT RECOGNIZING THE GRANT REVENUE.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts the 2004-2005 Selective Traffic Enforcement Program (STEP) Grant in the amount of \$30,000.00 for the purpose of paying overtime to officers engaged in the enforcement of DWI/DUI and seatbelt laws and to purchase child safety seats for distribution to the public.

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

PASSED and APPROVED this 19th day of October 2004.

DRAFT

APPROVED:
By _____
DAN COODY, Mayor

ATTEST:
By _____
SONDRA SMITH, City Clerk

ALDERMAN AGENDA REQUEST FORM

A. 5

Habitat for
Humanity Fee
Waiver

FOR: COUNCIL MEETING OF October 19,
~~NOVEMBER 2, 2004~~

FROM:

ALDERMAN BRENDA THIEL

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Waive The Building Permit Fee And Other Developmental Fees For Homes To Be
Constructed By Habitat For Humanity

APPROVED FOR AGENDA:

Brenda Thiel 10/11/04
Alderman Date

K. [Signature] 10/17/04
City Attorney (as to form) Date

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE THE BUILDING PERMIT
FEE AND OTHER DEVELOPMENTAL FEES FOR HOMES
TO BE CONSTRUCTED BY HABITAT FOR HUMANITY**

WHEREAS, Habitat For Humanity is a non-profit organization dedicated to assisting lower income people to build and own their own affordable homes; and

WHEREAS, it serves the public interest and is beneficial to the City as a whole that Habitat For Humanity helps to provide such affordable housing in Fayetteville.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas finds that waiving the building permit fee and all other developmental fees normally required by the Unified Development Code for the Habitat For Humanity home construction project serves the public interest and is beneficial to the City as a whole.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby permanently waives the normal building permit fee and all other developmental fees normally required by the Unified Development Code for the Habitat For Humanity home construction projects located in Fayetteville, Arkansas.

PASSED and APPROVED this the 2nd day of November, 2004.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

C.3

RZN 04-1164
Clevenger Duplexes

Planning Commission

September 27, 2004

Page 74

RZN 04-1164: Rezoning (CLEVINGER DR. DUPLEXES, 436,437): Submitted by MELISSA CURIEL for property located at CLEVINGER DRIVE, S OF WEDINGTON DRIVE AND EAST OF 54TH. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 4.93 acres. The request is to rezone the subject property from R-A, Residential Agricultural, to RMF-6, Residential Multi-family, 6 units per acre, with a Bill of Assurance.

Ostner: The next item is RZN 04-1164 for Clevenger Drive duplexes. If we could have the staff report please.

Pate: This property is located on Clevenger Drive south of Wedington Drive east of 54th Street. The property is currently zoned R-A, Residential Agricultural, and contains approximately 4.93 acres. Surrounding properties are primarily zoned RSF-4 and R-A and are developed as single and two family residential homes and agricultural land. The 4.93 acre tract is fully developed with two family dwelling units. Development on this property pre-dates the annexation of this area into the City of Fayetteville in the 1980's. At that time, land was primarily zoned R-A, Residential Agricultural by default in this particular area as it was annexed. The 10 structures existing on the property house a total of 20 units, for a current density of four dwelling units per acre. However, two family dwelling units are allowed by right in the R-A zoning district, the density is limited to 1/2 unit per acre with 200' of frontage per lot. This essentially, once it was brought into the city created non-conforming structures on this property. The subject property is developed all in one parcel of land with frontage onto Clevenger Drive, which is dedicated right of way and 54th Avenue. The structures, as I mentioned, considered non-conforming structures and may not be replaced if destroyed except in compliance with zoning and development regulations. The applicant proposes a rezoning of the subject property to facilitate the reconstruction of one of the two family units lost to arson in the recent past. Upon application for a building permit for this unit the applicant was informed that the structures were non-conforming and could not be replaced. The intent, as stated by the applicant, in the request to replace the original structure with one that is similar in size and location. Originally the applicant submitted a rezoning request to go to RT-12, Residential two and three family 12 units per acre to change the zoning district to one that would allow rebuilding of these dwelling units. Staff was not in support of such a change in density in this area which with potential redevelopment of the property could increase the number of units to 59 on the subject property. The applicant has changed the rezoning request based on discussions with staff to RMF-6, the lowest multi-family zoning district for a lower density. Additionally, the applicant is offering a Bill of Assurance, I have a copy of which I will pass out in just a moment, stating that only two family or single family residences may be constructed on the subject property thereby eliminating the possibility of apartment style or

multi-family dwelling units in this area. With regard to findings, staff finds that the proposed rezoning is consistent with the land use plan objectives in this area. The General Plan calls this out as residential for future land use. Surrounding properties are residential and agricultural in nature including several two family units and single family units. The Bill of Assurance offered also limits the type of development on the property, both now and in the future, to single family and two family dwelling units which is compatible with surrounding areas. In the short term, obviously, the proposed zoning would allow for the reconstruction of the structure lost to arson. In the long term, as I mentioned, with the Bill of Assurance, multi-family units would be prohibited from being developed and it would be essentially limited to single family and two family types of dwelling units. The site is currently fully developed and with the review from public service providers they find that the proposed zoning would not create or appreciably increase traffic danger and congestion in the area. Response times are also included in your staff report. A maximum number of 29 units could be permitted, all single family and two family in nature on this site. With that, staff is recommending approval of the rezoning request to RMF-6. We did receive at least one letter and I will pass that out.

Ostner: Is the applicant present? If you would like to come forward and introduce yourself and give us your presentation.

Creole: I'm Melissa Creole, I'm here on behalf of my family. Our only goal is to rebuild the duplex that was burned down last year. We are losing about \$900 a month in rent from the building that was burned down.

Ostner: Thank you. At this point I am going to open it up to the public. Would anyone like to speak to this issue? Seeing none, I will close it to the public and bring it back to the Commission for discussion.

Clark: Jeremy, is the Bill of Assurance in our packet?

Pate: No, I just passed it around.

Allen: Just for general information, looking at this police report, how far is too far? How many miles away do fire departments consider too far away?

Shackelford: It is based on the response time from what I remember.

Allen: Right, how far is too far though?

Vaught: If the average gets up into the eight to nine minute range I believe our ratings go down.

Planning Commission

September 27, 2004

Page 76

Ostner: The goal, I just read this in the paper, was to have 70% of our response times shorter than seven minutes. Some of them in our outlying areas are creeping up. They would like to lower that with more fire stations.

Allen: Ok, I just wondered as I was reading it what the required amount of time was.

Pate: Additionally, this area is within the city limits and there are areas further out to the west and to the south. We saw a project recently at Tackett and 54th and that was some of the discussion there as well.

MOTION:

Shackelford: As I read this staff is in support of a RMF-6 zoning, which would allow six units per acre on this property. This is our lowest zoning for multi-family, which basically will satisfy the request of the applicant to allow them the proper zoning to match the use as it exists now. On top of that, we have a Bill of Assurance that says that any buildings on this that run with the land will be limited to a duplex or single family use so I anticipate that that density will actually be less than that in reality. Based on that, and based on staff's finding of facts, I am going to make a motion that we recommend approval of RZN 04-1164 to the City Council.

Graves: Second.

Ostner: There is a motion and a second, is there further discussion?

Allen: I had a call from this woman who spent the email today and wondered if the applicant had an opportunity to talk with her or other concerned neighbors.

Creole: No, I haven't talked with anyone who had any concerns. They have contacted me.

Allen: Thank you.

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

Roll Call: Upon the completion of roll call the motion to recommend approval of RZN 04-1164 was approved by a vote of 8-0-0.

Thomas: The motion carries.

ALDERMAN AGENDA REQUEST FORM

C. 11
Seven Hills
Property Lease

FOR: COUNCIL MEETING OF October 19, 2004

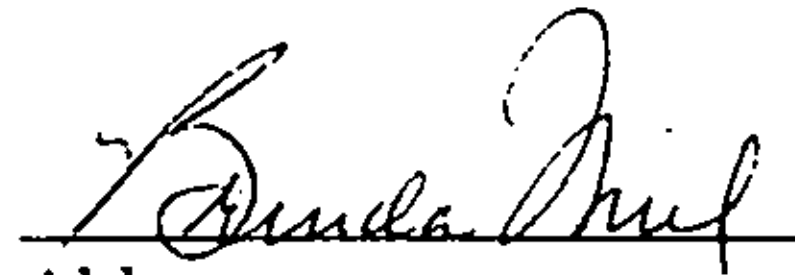
FROM:

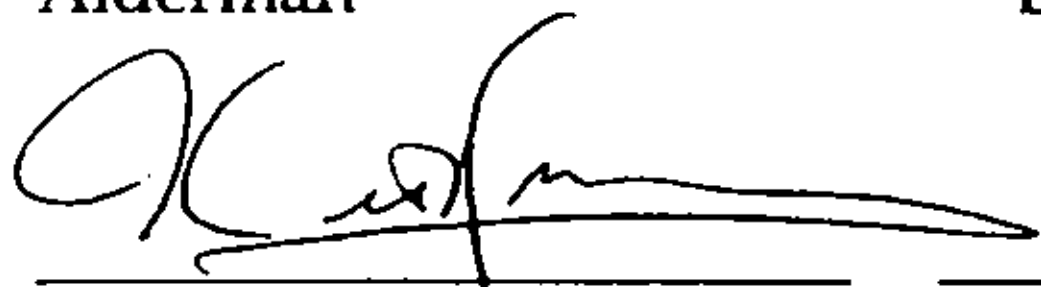
ALDERMAN BRENDA THIEL

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Terminate The Current Lease Of 4.22 Acres Of City Property To Sage House
And Approve A Lease Of This Property To Seven Hills Homeless Center Inc.

APPROVED FOR AGENDA:


Alderman 10/11/04
Date


City Attorney (as to form) 10/8/04
Date

RESOLUTION NO. _____

A RESOLUTION TO TERMINATE THE CURRENT LEASE OF 4.22 ACRES OF CITY PROPERTY TO SAGE HOUSE AND APPROVE A LEASE OF UP TO FOUR ACRES OF THIS PROPERTY TO SEVEN HILLS HOMELESS SHELTER CENTER, INC.

WHEREAS, on April 2, 2002, Sage House and the City of Fayetteville entered into a long term lease of 4.22 acres of city property on Huntsville Road so that Sage House would construct rent-subsidized transitional housing to serve citizens of Fayetteville; and

WHEREAS, after more than 2 ½ years, Sage House has not been able to move forward with their project, has not constructed the promised transitional housing, and has not provided any of the promised services to Fayetteville citizens which was the consideration to support leasing this property; and

WHEREAS, Seven Hills Homeless Center, Inc. has obtained adequate financing to build transitional housing to serve the needs of Fayetteville residents, but needs to lease an appropriate site for its facility; and

WHEREAS, if Sage House can secure adequate financing in the future, the City of Fayetteville shall lease another appropriate site for its transitional housing project.

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 terminates the Lease Agreement entered into with Sage House on April 2, 2002, for failure of consideration since Sage House has not constructed, begun construction of, nor has adequate financing to construct the transitional housing project it promised to build to provide service to Fayetteville citizens over two and a half years ago.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to lease up to four acres of this same parcel to Seven Hills Homeless Center, Inc. so it may use the financing it has secured to build a transitional housing facility to serve Fayetteville citizens and authorizes the Mayor to execute this lease attached as Exhibit "A".

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby commits to lease an appropriate site for Sage House to construct its transitional housing facility within Fayetteville if it can secure adequate financing and construct such facility within the next five years.

PASSED and **APPROVED** this 19th day of October, 2004.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

LEASE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2004, by and between the City of Fayetteville, Arkansas, Lessor, and Seven Hills Homeless Center, Inc. (hereinafter "Seven Hills"), Lessee, Witnesseth:

WHEREAS, Seven Hills is a non-profit agency established and dedicated to provide a Homeless Shelter and to provide transitional housing for the homeless; and,

WHEREAS, providing transitional housing to Fayetteville citizens and permanent supportive housing for persons with disabilities are valid public purposes; and,

WHEREAS, Seven Hills will provide such service to Fayetteville citizens so that these citizens can reestablish themselves, obtain employment, and move to private housing within a fairly short period of time and to disabled citizens for permanent supportive housing.

NOW, THEREFORE, the City of Fayetteville and Seven Hills agree as follows:

1. **Leased Premises.** For and in consideration of Seven Hills' promise to promptly provide transitional housing for needy, homeless Fayetteville citizens and permanent supportive housing and the covenants and agreements herein entered into and agreed upon by Seven Hills as obligations to the City of Fayetteville, the City lets, leases and demises unto Seven Hills, subject to the terms and conditions contained herein, up to four acres within the following described property situated in Washington County, Arkansas.

A part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-two (22), Township Sixteen (16) North, Range Thirty (30) West of the 5th Principal Meridian, being more particularly described herewith as follows: Beginning at a point South 02° 47' 37" East 44.29 feet from the Northwest corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section 22, said point being on the West line of the NE1/4 of the NE1/4 of said Section 22 and on the South right-of-way line of Huntsville Road; running thence along said South right-of-way line South 87° 50' 21" East 155.34 feet; thence leaving said South right-of-way line of Huntsville Road South 01° 28' 11" East 258.35 feet; thence South 87° 28' 11" East 60.00 feet; thence South 01° 28' 11" East 65.00 feet; thence South 09° 49' 11" East 225.00 feet; thence South 82° 40' 11" East 100.00 feet; thence South 85° 16' 19" East 43.03 feet; thence South 87° 28' 11" East 79.67 feet; thence South 02° 48' 08" West 125.00 feet; thence North 87° 50' 21" West 510.83 feet to the West line of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section 22; thence with said West line North 02° 47' 37" East 679.67 feet, more or less, to the Point of Beginning, containing 4.22 acres, more or less, subject to rights-of-way and easements of record and subject to a public access easement, said easement being 60 feet in equal and uniform width, East of and adjacent to the West line of the property described hereinabove.

To have and to hold said premises unto the said Seven Hills for and during the term herein stated, subject to the covenants, terms and conditions herein contained.

2. **Term.** This lease shall commence on November 1, 2004, and shall extend for a term of fifty (50) years, ending at midnight on October 30, 2054. This lease may be extended by the parties by joint agreement prior to its termination for an additional thirty (30) years.

3. **Consideration.** The primary consideration for the City is Seven Hills' agreement in paragraph 4 to serve Fayetteville citizens by promptly constructing its transitional housing project.

4. **Use.** Seven Hills agrees to use the lease premises for the purpose of constructing, operating and maintaining a transitional housing facility. If at any time the property ceases to be used for this purpose, the lease shall terminate. Seven Hills agrees to furnish rent subsidized transitional housing for Fayetteville citizens and residents throughout this lease period. Seven Hills shall deliver quarterly written reports to the Mayor's office concerning the number of Fayetteville citizens/residents housed or otherwise assisted by Seven Hills.

5. **Improvements.** Seven Hills may make any such improvements as are necessary to carry out the service of providing rent subsidized transitional housing facilities. Design for any such improvements shall be approved by the City of Fayetteville. Upon termination of this lease, all improvements shall become the property of the City.

6. **Taxes.** Seven Hills shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against said premises and the improvements located thereon during the term of this lease.

7. **Notices.** All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be directed to the following:

City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Seven Hills Homeless Center, Inc.
P.O. Box 474
Fayetteville, AR 72702-0474

8. **Assignment.** Seven Hills shall not assign this lease or sublet the lease premises without prior written consent of the City. Any such assignment or subletting shall in no way relieve Seven Hills from liability for the obligation imposed by this lease. Seven Hills may only be released from liability for the obligation imposed by this lease by a specific written release executed by the City.

9. **Insurance.**

A. Seven Hills shall be solely responsible for maintaining insurance on its property, including movables, trade fixtures, furniture, furnishings and inventory, as well as improvements to the property.

B. Seven Hills shall, during the term of this lease, maintain public liability insurance. The limits of such public liability insurance shall not be less than \$500,000.00 per person and \$500,000.00 per accident. The policy shall contain a clause that the insurer will not cancel or change the insurance without giving the City of Fayetteville, ten days prior written notice. A certificate of such insurance shall be delivered to the City.

10. **Maintenance.** Seven Hills shall be responsible for all maintenance, routine preventative or corrective, on any and all improvements made to the leased property.

11. **Compliance with Laws.** Seven Hills agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. This agreement shall be governed by the laws of the State of Arkansas.

12. **Waste/Nuisance.** Seven Hills agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid premises. Further, Seven Hills agrees not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

13. **Title and Quiet Enjoyment.** The City of Fayetteville covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease said premises as herein provided. Upon the observance and performance of all the covenants, terms and conditions upon Seven Hills' part to be observed and performed, Seven Hills shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by the City or any other person or persons lawfully or equitably claiming by, through or under the City, subject to the terms and conditions of this lease.

14. **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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on this the _____ day of October, 2004.

CITY OF FAYETTEVILLE, Lessor

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

SEVEN HILLS HOMELESS CENTER, INC., Lessee

By: _____
KIMBERLY GROSS, Executive Director

ATTEST:

By: _____

Title: _____

Interlocal Agreement
With Washington County
for Jail Services

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701

TO: Mayor Coody and Members of City Council
FROM: Frank Johnson, Chief of Police *FJL*
DATE: October 1, 2004
SUBJECT: Interlocal Agreement for Jail Services with Washington County

RECOMMENDATION:

City Council adopts by resolution the Interlocal Agreement for Jail Services between the City of Fayetteville and Washington County.

- Close the Fayetteville City Jail at a mutually agreed upon date within 2005.
- Transfer three Full Time Equivalent (FTE) positions from the Jail to Records Division upon the closing of the Jail.
- Transfer two of the remaining six FTEs, who will be reclassified as Patrol Officers and hired as of January 1, 2005.
- Re-assign the Lieutenant and Sergeant to other duties within the Department.

BUDGET IMPACT:

The proposed budget impact of this request assumes the City Jail will close *March 31, 2005*. This is a tentative date and the Sheriff and Police Chief will decide the actual date after the new facility is open. The agreement will be pro-rated based on the County accepting 8,000 prisoners per year from the day the City begins using the County Jail. Washington County will provide this service at a cost of \$40.00 per person arrested on a City of Fayetteville misdemeanor charge.

Based on the March 31, 2005 closing date the interlocal agreement will cost \$240,000. The expense related to the first three months of Jail operations is estimated at \$149,974.00 (*column B*). The 2005 Jail budget for the following nine months totals \$339,553.00 (*column C*). The cost of transferring two sworn positions and adding two police officers is \$173,051.00 (*column D*). The cost of operating the Jail for a full year would be \$662,578.00 (*column A*). This proposal will not increase the 2005 Police budget above the budget for a fully operational Jail nor is it predicted to cost any more than operating a City Jail in 2006.

BACKGROUND:

The City Jail was built in 1964. It is designed to hold 31 prisoners plus cell #1 which is used to hold intoxicated individuals. In 1997, the Police Department staff began requesting funds to replace the City Jail facility. This project was listed as an unfunded project in the 1998 – 2002 Capital Improvements Program. In 1997, it was estimated the construction of a 100-bed facility was \$5,210,000 or double this amount for 2005.

We conclude that closing the city jail is recommended based on the following observations:

- Eliminate future liability resulting from deterioration of the City Jail.
- Eliminate the need to fund construction of a new Jail facility resulting in a cost avoidance of approximately \$10,420,000.
- Eliminate the need for additional Jail Personnel.
- Increase sworn officers in the Patrol Division by two.

DISCUSSION:

Approval of this recommendation will eliminate all exposure to lawsuits over City Jail conditions and the inevitable requirement to construct a new Jail facility. Records Division personnel will begin performing duties previously completed by Jail personnel. Additional duties will include entry of all arrest reports, criminal charges, 24 hour warrant service, and compiling information necessary for each arraignment in the Fayetteville District Court. This proposal also allows the police department to reallocate funds currently spent on Jail services (\$173,051.00) to hire two police officers plus utilize two sworn Jail supervisors for other policing duties. The Fayetteville Police Department will still be required to obtain medical attention for prisoners injured before they arrive at the Washington County Jail and the transportation of prisoners to District Court.

The Fayetteville City Jail has become an outdated, inefficient and ineffective facility. This interlocal agreement will transfer all jail responsibilities to the Washington County Sheriff's Office.

Schedule A

	Column A* Assumes Full Year of Operation 2005 Proposed Annual Jail Budget	Column B** Assumes 3 Months of Operation 2005 Proposed Closing Jail Budget	Column C*** Assumes 9 Months of Operation Prisoners held at Washington County Jail	Column D**** Transfer of Sgt & Lt 9 months plus 12 months 2 Police Officers
Salaries and wages	\$ 259,103	\$ 61,855	\$ 72,752	\$ 0
Salaries/wages-uniformed	110,184	27,546	0	147,582
Overtime	42,282	6,106	4,151	0
Overtime-uniformed	5,532	1,384	0	2,096
FICA taxes	24,735	5,619	5,883	2,171
Life insurance	1,395	276	275	558
Health insurance	34,922	5,734	6,959	9,691
LTD insurance	1,330	263	262	531
ADD insurance	198	40	42	64
LOPFI Police pension	8,008	2,002	0	10,358
Retirement savings plan	29,363	6,057	9,229	0
	<u>517,052</u>	<u>116,882</u>	<u>99,553</u>	<u>173,051</u>
Office supplies/printing	4,000	200		
Copier supplies & lease	3,532	883		
Jail supplies	8,930	1,966		
Cleaning supplies	3,473	500		
Chemicals	740	0		
Food	70,162	17,500		
Minor equipment	1,000	0		
	<u>91,837</u>	<u>21,049</u>	<u>0</u>	<u>0</u>
Uniforms/personal equip	1,251	0		
Publications and dues	500	0		
Travel & Training	1,000	0		
Utilities	16,657	4,602		
Telephone expense	17,165	4,291		
Insurance-vehicles/bldgs	1,761	0		
Insurance-personal liab	4,445	650		
Professional services	300	0		
Contract Services	1,500	0	240,000	
Employee recognition	110	0		
	<u>44,689</u>	<u>9,543</u>	<u>240,000</u>	<u>0</u>
Building & grounds maint	8,000	2,500		
Office machine maint	1,000	0		
	<u>9,000</u>	<u>2,500</u>	<u>0</u>	<u>0</u>
TOTAL	\$ <u>662,578</u>	\$ <u>149,974</u>	\$ <u>339,553</u>	\$ <u>173,051</u>

*** Column A** – The amount for each line item within Column A reflects the cost of continuing our jail for 12 full months at the current level of service. This includes 2 sworn employees and 9 civilian jailer salaries plus necessary operational expenses.

**** Column B** – The amount for each line item within Column B reflects the cost of continuing our jail for the first 3 months of 2005 at the current level of service. This includes 3 months of 2 sworn employees and 9 civilian jailer salaries plus operating expenses.

***** Column C** – The amount for each line item within Column C reflects the cost to reclassify 3 civilian jailer positions to Report Taker. This transfer will increase Records staff to handle the workload remaining after the City prisoners are transferred to the County Jail. Also included in Column C is 9 months expense for the interlocal agreement between the City and the County for jail services.

****** Column D** – The amount for each line item within Column D reflects the cost of retaining the 2 sworn positions and transferring them to other duties within the Department. Two Civilian Jailer Full Time Equivalents (FTEs) will be reclassified as sworn police officers for the full year.

NOTE: Columns B, C and D equal the 2005 Proposed Annual Jail Budget (Column A).

RESOLUTION NO. _____

A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS, AND WASHINGTON COUNTY, ARKANSAS WHEREIN THE COUNTY WILL PROVIDE JAIL SERVICES TO THE CITY; APPROVING THE TRANSFER OF THREE (3) FTE JAIL POSITIONS TO RECORDS DIVISION UPON CITY JAIL CLOSURE; AND APPROVING THE TRANSFER OF TWO (2) FTE JAIL POSITIONS TO PATROL DIVISION ON JANUARY 1, 2005.

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 adopts an Interlocal Agreement between the City of Fayetteville, Arkansas, and Washington County, Arkansas, wherein the County will provide jail services to the City. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the transfer of three (3) FTE jail positions to Records Division upon the closure of the City Jail.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the transfer of two (2) FTE jail positions to Patrol Division on January 1, 2005.

PASSED AND APPROVED this 19th day of October 2004

APPROVED:

By

DAN COODY, Mayor

ATTEST:

By

SONDKA SMITH, City Clerk

**INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between WASHINGTON COUNTY, ARKANSAS (County") and the CITY OF FAYETTEVILLE, ARKANSAS ("City").

WHEREAS, Ark. Code Ann. §14-14-910 and §12-41-506 authorize counties and cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, County will soon have a new jail facility, and City desires to enter into this agreement to utilize said facility and close it's current facility;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, County and City mutually agree as follows:

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this Agreement:
 - a. **County Jail** means a place owned and operated by County primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the incarceration of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this Agreement, this jail is located at 1155 Clydesdale Dr., Fayetteville, AR 72701.
 - b. **City prisoner** means a person arrested by City Police and held and confined in the County Jail (either pre- or post-trial) pursuant to a violation of a City ordinance or a violation of a state law, which designates the crime for which the person is held to be a misdemeanor. The term **City prisoner** shall not include a person arrested for a felony offense by City Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-City Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A City prisoner shall not include juveniles.

2. JAIL AND HEALTH SERVICES.

- a. For prisoners accepted under this Agreement, County shall accept City prisoners and furnish jail facilities, booking, custodial services, medical services, and personnel for the confinement of City prisoners equal to those County provides for the confinement of its own prisoners.
- b. City will provide equipment for video arraignment and County will provide space, which will allow connectivity for the video arraignment equipment. County agrees to arrange for City prisoners to be arraigned through this video arraignment system.
- c. City will provide GC Equipment and County will provide space for equipment, utilities for this equipment, and access for City Officers to run GC tests.

3. ACCEPTANCE OF PRISONERS.

- a. City understands that County will accept prisoners on a nonexclusive basis under this Agreement. City recognizes the statutory power of the Sheriff to control the population of the jail pursuant to Ark. Code Ann. §12-41-503, County reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of City prisoners to accommodate County prisoners. If City prisoners are to be displaced and must be removed from the jail, County agrees to notify City.
- b. If a City prisoner needs emergency medical care prior to being booked in the County jail, City shall insure that said care is provided prior to the prisoner being booked into the County jail.

4. RATE AND PAYMENT. (See Schedule A). City shall pay County at a rate as set out in Schedule A attached hereto. Said rates shall be adjusted by mutual agreement at the beginning of each new calendar year based on data from the previous years.

- a. Each party may examine the other's books and records to verify charges. If an examination reveals a disputed charge(s) the parties agree to resolve the dispute through paragraph 14. Administration; Dispute Resolution. If the disputed charge is determined to have been inappropriate, an adjustment shall be applied to the next year's statement, or if the Agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and review charges for the previous year. The parties shall document the annual reconciliation of charges for the previous year and closing the books on an annual basis.

5. **DURATION.** The initial term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2005. City shall have an option to renew this Agreement for a three-year term commencing on January 1, 2006 and ending on December 31, _____, and a second renewal for a four-year term, commencing on January 1, _____ and ending on December 31, _____. Said renewals shall be subject only to mutual agreement of the parties with the rate and payment set forth in **Schedule A**. The City further agrees to make funding this Agreement a budget priority annually and the County agrees to make jail space for City prisoners an operational priority annually.
6. **RECORD KEEPING (BOOKING).** County agrees to maintain a system of record keeping relative to the booking and confinement of each City prisoner in such style and manner as equivalent to County's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e. personal recognizance, bond, cash bail). Along with billing statements, County shall submit to City or its authorized representative's copies of said records.
7. **BOOKING PROCEDURE.** Prisoners will be booked by County according to procedures and policies of County by completing for each such prisoner an appropriate booking sheet with a copy to be provided to City, if requested. Personal property will be held by County in the same manner as for its own prisoners.
8. **RELEASE OF CITY PRISONERS FROM THE COUNTY JAIL.** No City prisoner confined in the County jail subject to this Agreement shall be released except:
- I.
 - a. When requested by a member of City Police Department;
 - b. In compliance with orders of the court in those matters in which the courts have jurisdiction;
 - c. For appearance in court;
 - d. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
 - e. As determined by the Washington County Sheriff or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; or if otherwise provided herein.
 - II. Where in the discretion of the Washington County Sheriff or his designee such release is warranted, County shall notify City Police of such event as soon as possible.

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** City prisoners shall be considered for County's alternative and partial confinement programs on an equal basis with County's prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. City shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by County. Alternative and partial confinement programs shall include, but not limited to, work release and work crew and good time as determined by the Sheriff.
10. **ACCESS TO CITY PRISONERS.** All city police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the County jail, subject only to necessary security rules. Interview rooms will be made available to City Police and others in equal priority with those made available for County prisoners.
11. **OPERATION OF JAIL.** County agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute, or regulation. City prisoners shall receive equal treatment to that supplied to County's own prisoners.
12. **LIABILITY; RISK MANAGEMENT.** It is agreed and understood that both parties have tort immunity, which remains preserved, and are both participants in Risk Management programs to protect them from certain types of Federal and State Civil Rights causes of action. Each party shall maintain sufficient coverage to protect each in the event both or one of them is sued.
13. **TERMINATION OF AGREEMENT - In Accordance with Ark. Code Ann. §14-14-910.** City shall provide written notice of its intent to terminate this Agreement without cause not less than six (6) months prior to expiration of this Agreement. County shall provide written notice of its intent to terminate this Agreement not less than six (6) months prior to expiration of this Agreement (or any renewal thereof). In the event of termination of this Agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of prisoners from the County jail to the new facility.
14. **ADMINISTRATION; DISPUTE RESOLUTION.**
 - a. Pursuant to Ark. Code Ann. §14-14-901, a joint board is hereby created to administer this Agreement. The Board shall consist of the Sheriff, the County Judge or designee, the Chief of Police, and the Mayor or designee. Said Board shall meet no less than quarterly to discuss pending issues and to resolve disputes if any.
 - b. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussion. If they

reach no resolution within thirty (30) days, the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

15. **WAIVER.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance.
16. **ASSIGNMENT.** Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either County or City to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.
17. **INDEPENDENT CONTRACTOR.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of County and employee of City, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges according to either's employees by virtue of their employment. At all times pertinent hereto, employees of County are acting as County employees and employees of City are acting as City employees.
18. **PARTIAL INVALIDITY.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.
19. **ASSIGNABILITY.** The rights, duties and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
20. **NO THIRD-PARTY RIGHTS.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.
21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

22. **SEVERABILITY.** If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

23. **INTEGRATION.** This written Agreement constitutes the complete and final agreement between the parties. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

24. **NOTICES AND ADMINISTRATOR.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO: CITY OF FAYETTEVILLE

Mayor of Fayetteville
City Hall
113 W. Mountain
Fayetteville, AR 72701

Fayetteville Police Chief
100-A W. Rock Street
Fayetteville, AR 72701

TO: WASHINGTON COUNTY

County Judge
Washington County Courthouse
280 N. College Ave., Suite 500
Fayetteville, AR 72701

Washington County Sheriff
1155 Clydesdale Dr.
Fayetteville, AR 72701

25. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas as they now read or are hereafter amended.

26. **APPROVAL AND FILING.** Each party shall approve this Agreement by resolution, ordinance, or otherwise pursuant to the laws of the governing body of said party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____
day of _____, 2004.

CITY OF FAYETTEVILLE

WASHINGTON COUNTY

By _____
MAYOR

By _____
COUNTY JUDGE

DATE: _____

DATE: _____

By Frank Johnson
CHIEF OF POLICE

By _____
SHERIFF

DATE: 10/12/04

DATE: _____

APPROVED as to form:

APPROVED as to form:

CITY ATTORNEY

COUNTY ATTORNEY

DATE: _____

DATE: _____

SCHEDULE A

The current cost of keeping a county prisoner in jail has been determined to be \$50 per day; however due to the fact the citizens of the City are paying ¼ cent sales tax and due to the long and on-going history of sharing resources between the Sheriff and City Police, the County shall charge the City \$40 per booked prisoner. For the first year, the costs will be calculated using projections made by the City based on 2004 booking figures. The amount paid by the City will be pro-rated based on the day the County begins accepting prisoners. Equal monthly payments based on the pro-rated amount will be due on the 15th of each month.

Beginning January 1 of 2006 and each year thereafter the cost will be based on the number of prisoners booked the previous year (October 1st through September 30th; e.g. October 2004 through September 2005). The per diem amount shall be adjusted to reflect increases in the actual cost and shall also be adjusted to reflect the actual prisoners booked in the previous year. County shall provide detailed information to City to justify said costs, but in any event the per booking rate shall not be increased by more than 10% per year. Payments beginning in 2006 will be in twelve equal monthly payments due on the 15th of each month.

C-12

STAFF REVIEW FORM - FINANCIAL OBLIGATION

Interlocal Agreement
with Washington Cnty.
for Jail Services.

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of: October 19, 2004

FROM:

Chief Frank Johnson

Police

Police

Name

Division

Department

ACTION REQUIRED: Approve resolution adopting an interlocal agreement for jail services between the City of Fayetteville and Washington County. Approve transfer of three FTE jail positions to Records Division upon jail closing and two FTE Jail positions to Patrol Division on January 1, 2005. Sworn Personnel (Lieutenant and Sergeant) will be assigned to other duties within the department. Funding is included in the proposed 2005 budget.

COST TO CITY:

#	\$	Personnel Services
\$662,578.00	662,578.00	Materials and Supplies
Cost of this request	Category/Project Budget	Services&Contracts and Maint
Various	zero	Program Category / Project Name
Account Number	Funds Used to Date	Support Services Program
N/A	zero	Program / Project Category Name
Project Number	Remaining Balance	General
		Fund Name

BUDGET REVIEW: X 2005 Budgeted Item _____ Budget Adjustment Attached
 #

Budget Manager

Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

Purchasing Manager

Date

STAFF RECOMMENDATION: City Council approve resolution to close City Jail and transfer FTEs.

Frank Johnson
 Division Head

10/12/04
 Date

Received in Mayor's Office

Date

Department Director

Date

Cross Reference:

Finance & Internal Services Dir.

10-12-04
 Date

Previous Ord/Res#:

Orig. Contract Date:

Chief Administrative Officer

10-12-04
 Date

Orig. Contract Number:

Mayor

10/12/04
 Date

New Item:

Yes

No



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 - Conrad Odum
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
October 19, 2004**

A meeting of the Fayetteville City Council will be held on October 19, 2004 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 Minutes:** Approval of the October 5, 2004 City Council meeting minutes.
2. **Walker Parking Consultants/Engineers, Inc. Contract:** A resolution to approve a contract in the amount of \$23,940.00 plus possible expenses of up to \$5,250.00 with Walker Parking Consultants/Engineers, Inc. for engineering services related to the rehabilitation and repair of the Mountain Street parking deck.
3. **Lake Sequoyah Boat Dock Operation Contract:** A resolution awarding a contract to Dixie L. Smith in the amount of \$25,000.00 to operate the Lake Sequoyah Boat Dock from November 1, 2004 through December 31, 2005.
4. **Selective Traffic Enforcement Grant:** A resolution accepting the 2004-2005 Selective Traffic Enforcement Program (STEP) Grant in the amount of \$30,000.00 for the purpose of paying overtime to officers engaged in DWI/DUI and seatbelt enforcement and to purchase child safety seats for distribution to the public; and approving a budget adjustment recognizing the grant revenue.

B. UNFINISHED BUSINESS

1. **RZN 04-1166 (Sloan Properties):** An ordinance rezoning that property described in rezoning petition RZN 04-1166 as submitted by Raymond Smith on behalf of Sloan Properties for property located east of Broyles Avenue and South of Persimmon Street containing approximately 22.94 acres from R-A, Residential Agricultural to RSF-4, Residential Single Family, Four Units Per Acre. *This ordinance was left on the first reading at the October 5, 2004 City Council Meeting.*
2. **RZN 04-1167 (McBryde):** An ordinance rezoning that property described in rezoning petition RZN 04-1167 as submitted by Raymond Smith on behalf of Bryan McBryde and Sloan Properties for property located at the end of Ruppel Road, south of Persimmon containing approximately 5.01 acres from R-A, Residential Agriculture to RSF-4, Residential Single Family, Four Units Per Acre. *This Ordinance was left on the first reading at the October 5, 2004 City Council Meeting.*

C. NEW BUSINESS:

1. **Farmington Settlement Agreement:** A resolution to approve a settlement agreement with the City of Farmington to resolve all sewer maintenance, repair and rehabilitation issues and to approve a budget adjustment of \$350,000.00 from the Water and Sewer Fund Reserves.
2. **Arkansas Blue Cross & USable Insurance Benefit Plan Renewal:** A resolution exercising the first of five one-year options to renew employee group policies with Usable Life to provide life, accidental death and dismemberment, and long term disability insurance coverage, and with Blue Cross/Blue Shield for the group medical plan.
3. **RZN 04-1164 (Clevenger Duplexes):** An ordinance rezoning that property described in rezoning petition RZN 04-1164 as submitted by Melissa Curiel for property located south of Wedington Drive and east of 54th Avenue, containing approximately 4.93 acres from R-A, Residential Agricultural to RMF-6, Residential Multi Family, six units per acre subject to a Bill of Assurance limiting the number and type of structures to duplex and single family use.
4. **RZN 04-1188 (Gene Housley):** An ordinance rezoning that property described in rezoning petition RZN 04-1188 as submitted by Gene Housley for property located at 400 West Appleby Road containing approximately 9.46 acres from R-A Residential Agricultural to C-1, Neighborhood Commercial.
5. **RZN 04-1189 (Jackson/Humphries):** An ordinance rezoning that property described in rezoning petition RZN 04-1189 as submitted by Nick Wilson for property located at the northwest corner of South School Avenue and Sunrise Mountain Road containing approximately 7.91 acres from R-A Residential Agricultural and C-2, Thoroughfare Commercial to I-1 Heavy Commercial, Light Industrial.

6. **R-PZD 04-1181 (Walnut Crossing):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 04-1181, Walnut Crossing located north of Highway 62, east of Layne Street containing 43.30 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.
7. **C-PZD 04-1175 (Center Street & Gregg Street):** An ordinance establishing a Commercial Planned Zoning District titled C-PZD 04-1175, Rivendell located at the northeast corner of Center Street and South Gregg Avenue containing approximately 0.67 acres, more or less; amending the official zoning map of the City of Fayetteville; and adopting the Associated Mixed Use Development Plan as approved by the Planning Commission.
8. **ADM 04-1257 (Gregg Avenue Reclassification):** A resolution amending the Master Street Plan to reclassify Gregg Avenue from a Local Street to an Alley between Center Street and Meadow Street as described in the staff report attached hereto and made a part hereof.
9. **ADM 04-1258 (Wilson Street/Walnut Crossing):** A resolution amending the Master Street Plan to relocate Wilson Street, a proposed Collector Street, approximately 600 feet north as apart of R-PZD 1181, Walnut Crossing, as described in the staff report attached hereto and made a part hereof.
10. **VAC 04-1178 (Gregg Street Right of Way):** An ordinance approving VAC-1178 to vacate a portion of the right of way for Gregg Street located between Center Street and Meadow Street and reclassifying this subject right of way as an Alley as depicted on the attached map and legal description.

D. INFORMATIONAL:

Council Tour: October 18, 2004 – 4:30 pm.

DEPARTMENTAL CORRESPONDENCE

October 19, 2004 City Council Meeting

TO: Mayor Dan Coody and Fayetteville City Council

THROUGH:  Stephen Davis, Financial and Internal Services Director

FROM:  Coy Hurd, Project Manager

DATE: September 21, 2004

SUBJECT: A resolution approving a contract with Walker Parking Consultants for the design and oversight of the restoration of the Meadow Street Municipal Parking Deck.

Recommendation: Staff recommends the approval of this contract and the fee in the amount of \$29,250.

Background: On April 27, 2004, the City's Architect Selection Committee convened to make a recommendation towards the selection of a design firm pursuant to renovation work needed on the Meadow Street Municipal Parking Deck. From the firms considered, it was the unanimous decision of the committee to recommend Walker Parking Consultants of Houston, Texas for this project.

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

After negotiations, Walker Consultants has agreed to provide these services:

1. Meet with City representatives to confirm the needed program of the project.
2. Provide estimates of probable construction costs of needed repairs.
3. Prepare plans and specifications for the work.
4. Develop bid documents for the project.
5. Conduct a pre-bid meeting of interested Contractors.
6. Prepare any needed addenda to the bid documents.
7. Conduct a pre-construction conference with apparent low bidder.

8. Negotiate a construction contract.
9. Review shop drawings in connection with the project.
10. Visit the work in progress no less than four times to oversee the progress.
11. Direct site meetings.
12. Issue clarifications of contract documents.
13. Review Contractor pay requests.
14. Prepare punch list near completion of the work.

Budget Impact: The fee that Walker Consultants proposed for the above listed scope of work amounts to \$24,000, with a reimbursable budget of not to exceed \$5,250. The total fee and reimbursable is then \$29,250. This amount is allotted in the Parking Management Budget.



WALKER
PARKING CONSULTANTS

Walker Parking Consultants/Engineers, Inc. Contract
Page 3 of 16

WALKER PARKING CONSULTANTS
17049 El Camino Real
Suite 202
Houston, TX 77058

Voice: 281.280.0068
Fax: 281.280.0373
www.walkerparking.com

January 6, 2004
(Revised August 30, 2004)

Mr. Coy Hurd, P.E.
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: *Proposal for Restoration Design Services
Meadows Street Garage
Fayetteville, Arkansas*

Dear Mr. Hurd:

Walker Parking Consultants is pleased to submit for your review this proposal to provide Restoration Design Services for the above referenced project. The services include the preparation of construction documents; bidding services, and construction administration. We are pleased with the opportunity to continue to provide restoration services for this project.

PROPOSED SCOPE OF SERVICES

We understand that you would like Walker Parking Consultants to prepare construction documents to complete the recommended repairs identified in our November, 2003 Condition Appraisal Report.

Walker proposes to prepare the Division 1 contract sections, technical specifications, construction plans, and repair details. The estimated construction budget for this work is \$152,000.

We will also provide Bidding and Construction Administration Phase services in order to document compliance with design intent.

Following is a description of tasks to be performed:

PHASE I - CONSTRUCTION DOCUMENT PREPARATION AND BIDDING SERVICES

1. Discuss with City of Fayetteville representatives confirmation of the program, budget and schedule, and establish lines of communication.
2. Prioritize the estimates of probable construction costs for the repairs.



WALKER
PARKING CONSULTANTS

Mr. Coy Hurd
May 10, 2004
(Revised August 30, 2004)
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3. Prepare plans and details for the entire repair program.
4. Prepare final bid documents and technical specifications and distribute at the direction of the Owner's representative.
5. Prepare an updated engineer's estimate of the probable construction cost for the repairs.
6. Assist and be present at a pre-bid meeting to answer Contractor questions, and review the limitations and extent of work required by the repair documents.
7. Prepare addenda to the bid documents, if required.
8. Assist in the evaluation of bids and award of a contract to the successful bidder.

PHASE II - CONSTRUCTION ADMINISTRATION AND OBSERVATIONS SERVICES

1. Direct a pre-construction meeting with the Contractor at the job-site to review each work item, establish construction quality control, and establish phasing of the repair work.
2. Review shop drawings and material sample submittals for conformance with the intent of the design documents.
3. Make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work. A total of 4 visits, based on an estimated 2 months of construction are included in our fee estimate.
4. Direct project progress meetings. These will be done in conjunction with scheduled observation trips discussed above.
5. Issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
6. Review Contractor pay-requests and advise the City accordingly.
7. Prepare a punch list near project completion of Phase II and conduct a final project review of punch list items addressed by the Contractor.



WALKER
PARKING CONSULTANTS

Mr. Coy Hurd
May 10, 2004
(Revised August 30, 2004)
Page 3

PROFESSIONAL FEES AND EXPENSES

PHASE 1 - CONSTRUCTION DOCUMENT PREPARATION AND BIDDING

We propose to perform these services for a lump sum fee plus customary reimbursable expenses basis to complete documents as follows:

FEE SCHEDULE

Lump Sum	\$15,760.00
----------	-------------

PHASE II - CONSTRUCTION ADMINISTRATION AND OBSERVATIONS

We propose to perform these services for a lump sum fee plus customary reimbursable expenses basis to complete documents as follows:

FEE SCHEDULE

Lump Sum	\$8,240.00
----------	------------

All work would be completed in accordance with the terms and conditions of the attached Walker Document General Conditions of Agreement For Consulting Services and Standard Billing Rates.

We suggest you budget the following for miscellaneous expenses for this project:

EXPENSE SCHEDULE

Phase I	\$2,750.00
Phase II	\$2,500.00



WALKER
PARKING CONSULTANTS

Mr. Coy Hurd
May 10, 2004
(Revised August 30, 2004)
Page 4

SCHEDULE

We are prepared to start one week after receiving authorization to proceed. We estimate we can complete the design and bid document preparation to 90% within four (4) weeks for owner review and comments can be incorporated within one week upon reception.

Restoration contractors will use the documents that are prepared for bidding purposes. A typical bid period for restoration repair work is three weeks. We recommend a shorter period of 2 weeks to expedite the project work. The successful contractor will then be the responsible party to complete the contract work as bid.

Thank you again for the opportunity to propose on this project. If you need additional information, please do not hesitate to call at any time. If the above proposal meets your approval, please sign and return one copy of this letter as our Authorization and Notice to Proceed.

Sincerely,
WALKER PARKING CONSULTANTS

Jim Moran, Vice President
Managing Principal

Casey Wagner, P.E.
Director of Operations

Enclosures: General Conditions of Agreement For Consulting Services
Standard Billing Rates

AUTHORIZATION

Trusting the above meets with your approval, please sign and return one copy of this proposal, indicating your acceptance and authorization to proceed.

Approved by: _____

Title: _____ Date: _____

STANDARD BILLING RATES - 2004
CONSULTING SERVICES



WALKER
PARKING CONSULTANTS

PRINCIPALS

Senior Principal	\$300.00
Principal	\$245.00

PROJECT MANAGEMENT

Senior Project Manager	\$215.00
Project Manager	\$180.00
Assistant Project Manager	\$140.00

PARKING CONSULTANTS

Senior Parking Consultant	\$215.00
Parking Consultant	\$180.00
Parking Analyst / Planner	\$140.00

DESIGN

Senior Engineer / Senior Architect	\$175.00
Engineer / Architect	\$140.00
Designer	\$130.00

TECHNICAL

Senior Technician	\$113.00
Technician	\$ 98.00
Field Auditor	\$ 67.00

SUPPORT

Senior Admin Assistant / Business Mgr	\$ 77.00
Administrative Assistant	\$ 57.00

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE A CONTRACT IN THE
AMOUNT OF \$23,940.00 PLUS POSSIBLE EXPENSES OF
UP TO \$5,250.00 WITH WALKER PARKING CONSULTANTS/
ENGINEERS, INC. FOR ENGINEERING SERVICES RELATED
TO THE REHABILITATION AND REPAIR OF THE MOUNTAIN
STREET PARKING DECK**

**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 Agreement for Professional Engineering Services with Walker Parking
Consultants/Engineers, Inc. in the amount of \$23,940.00, plus expenses of up to
\$5,250.00 for a total of \$29,190.00 as attached as Exhibit "A".

PASSED and APPROVED this 5th day of October, 2004.

APPROVED:

By: _____

DAN COODY, Mayor

DRAFT

ATTEST:

By: _____

SONDRA SMITH, City Clerk

**AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
WALKER PARKING CONSULTANTS/ENGINEERS, INC.**

THIS AGREEMENT is made this _____ day of October, 2004, by and between City of Fayetteville, Arkansas and Walker Parking Consultants/Engineers, Inc., with an office in Houston, Texas (Walker Parking).

The City of Fayetteville requires professional engineering and architect services in connection with the repair and rehabilitation of the City's Meadow Street Parking Facility (the "Project"). Therefore, the City of Fayetteville and Walker Parking in consideration of their mutual covenants agree as follows:

Walker Parking Consultants shall serve as City of Fayetteville's professional consultant in those assignments to which this Agreement applies, and shall give consultation and advice to the City of Fayetteville during the performance of Walker Parking's services. All services shall be performed under the direction of a professional engineer or architect registered in the State of Arkansas and qualified in the particular field. The Construction Phase Services which are to be provided by Walker Parking under this Agreement shall be executed under the observation of a professional engineer or architect registered in the State of Arkansas in accordance with Arkansas Code Annotated §22-9-101.

**SECTION I
AUTHORIZATION OF SERVICES**

A. Upon acceptance of this contract by the City Council and its execution by the Mayor, Walker Parking Consultants are authorized to begin to perform services.

B. 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 City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION II
SCOPE OF SERVICES TO BE PERFORMED
BY WALKER PARKING CONSULTANTS

A. Phase I – Construction Document Preparation and Bidding Services

1. Discuss with City of Fayetteville representatives confirmation of the program, budget and schedule, and establish lines of communication.
2. Prioritize the estimates of probable construction costs for the repairs.
3. Prepare plans and details for the entire repair program.
4. Prepare final bid documents and technical specifications and distribute at the direction of the City of Fayetteville.
5. Prepare an updated engineer's estimate of the probable construction cost of the repairs.
6. Assist and be present at a pre-bid meeting to answer the Contractor's questions, and review the limitations and extent of work required by the repair documents.
7. Prepare addenda to the bid documents, if required.
8. Assist in the evaluation of bids and award of a contract to the successful bidder.

B. Phase II – Construction Administration and Observations Services

1. Direct a pre-construction meeting with the Contractor at the job-site to review each work item, establish construction quality control, and establish phasing of the repair work.
2. Review shop drawings and material sample submittals for conformance with the intent of the design documents.
3. Make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work. A total of 4 visits, based on an estimated two months of construction are included in the lump sum fee.
4. Direct project progress meetings. These will be done in conjunction with scheduled observation trips discussed above.

5. Issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
6. Review Contractor pay-requests and advise the City accordingly.
7. Prepare a punch list near project completions of Phase II and conduct a final project review of punch list items addressed by the Contractor.

SECTION III **COMPENSATION**

A. The City of Fayetteville shall pay \$15,700.00 as a lump sum fee to Walker Parking Consultants/Engineers, Inc. for its completion of **Phase I -- Construction Document Preparation and Bidding.**

B. The City of Fayetteville shall pay \$8,240.00 as a lump sum fee to Walker Parking Consultants/Engineers, Inc. for its completion of **Phase II -- Construction Administration and Observations.**

C. The City of Fayetteville shall pay to Walker Parking consultants up to \$5,250.00 for travel and miscellaneous expenses which are reasonably incurred by Walker Parking and necessary to accomplish its duties during **Phase I and II** of the Project.

SECTION IV **GENERAL CONSIDERATIONS**

A. Insurance

During the course of performance of these services, Walker Parking will maintain (in U.S. Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000.00 Each Accident
Commercial General Liability Bodily Injury Property Damage	\$1,000,000.00 Combined Single Limit
Professional Liability Insurance	\$1,000,000.00 Each Claim

Walker Parking will provide to the 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.

B. Professional Responsibility

1. Walker Parking will exercise reasonable skill, care and diligence in the performance of Walker Parking's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. The City of Fayetteville will promptly report to Walker Parking any defects or suspected defects in Walker Parking's services of which the City of Fayetteville becomes aware, so that Walker Parking can take measures to minimize the consequences of such a defect. The City of Fayetteville and Walker Parking 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. The City of Fayetteville retains all remedies to recover for its damages caused by any negligence of Walker Parking.
2. In addition Walker Parking will be responsible to the City of Fayetteville for damages caused by its negligent conduct during its activities at the Project Site at least to the extent covered by Walker Parking's Commercial General Liability Insurance policy as specified in Paragraph A.

C. ADA REQUIREMENTS

The Americans with Disabilities Act (ADA) requires the removal of architectural barriers in existing facilities where such removal is readily achievable. The City of Fayetteville acknowledges that the definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA will therefore be subject to various and possible contradictory interpretations. Walker Parking will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and to advise the City of Fayetteville as to the modifications to the Meadow Street Parking Facility that may be required to comply with the ADA.

D. TERMINATION

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:

- a. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate;
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by City of Fayetteville for its convenience, provided that Walker Parking is given:
 - a. Not less than ten (10) calendar days written notice, delivered by certified mail, return receipt requested) of intent to terminate;
 - b. An opportunity for consultation with the terminating party prior to termination;
 - c. 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
 - d. No amount shall be allowed for anticipated profit on unperformed services or other work;
 - e. Any payment due to Walker Parking at the time of termination may be adjusted to cover any additional costs to City of Fayetteville because of Walker Parking's default.
3. Upon receipt of a termination action under termination paragraphs above, Walker Parking shall:
 - a. Promptly discontinue all affected work (unless the notice directs otherwise);
 - b. Deliver or otherwise make available to the City of Fayetteville all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Walker Parking in performing this Agreement, whether completed or in process;
 - c. Upon termination the City of Fayetteville may take over the work and may award another party an agreement to complete the work under this Agreement.

E. Ownership of Documents

All documents provided by the City of Fayetteville including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of the City of Fayetteville. Walker Parking may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings and specifications prepared by Walker Parking as part of its services shall become the property of the City of Fayetteville when Walker Parking has been compensated for all such services rendered, provided, however, that Walker Parking shall have the unrestricted right to their use. Walker Parking shall,

however, retain its right 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 Walker Parking.

F. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

City of Fayetteville
Office of the Mayor
113 West Mountain Street
Fayetteville, AR 72701

Walker Parking Consultants
17049 El Camino Real, Suite 202
Houston, TX 77058

G. Successor and Assigns

The City of Fayetteville and Walker Parking each binds themselves and their 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 the City of Fayetteville nor Walker Parking shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other.

H. 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.

I. Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and subconsultants, 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, Walker Parking 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.

J. Additional Responsibilities

Walker Parking shall have these additional responsibilities:

1. The City of Fayetteville's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve Walker Parking of the responsibility for the technical adequacy of the work. Neither the 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.
2. Walker Parking shall be and shall remain liable, in accordance with applicable law, for all damages to the City of Fayetteville caused by Walker Parking's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to the City of Fayetteville or City of Fayetteville-furnished data.
3. Walker Parking's obligations under this clause are in addition to Walker Parking's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the City of Fayetteville may have against Walker Parking for faulty materials, equipment or work.

K. Remedies

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the City of Fayetteville and Walker Parking arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Washington County, Arkansas.

L. Entire Agreement

This Agreement represents the entire Agreement between Walker Parking and the City of Fayetteville.

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

**WALKER PARKING
CONSULTANTS/ENGINEERS, INC.**

**CITY OF
FAYETTEVILLE, ARKANSAS**

By: 
JAMES A. MORAN
Vice President and
Managing Principal

By: _____
DAN COODY
Mayor



Attest: _____
Sondra Smith, City Clerk

CITY COUNCIL AGENDA MEMO

To: Mayor Dan Coody and City Council

Thru: Gary Dumas, Director of Operations 

From: Connie Edmonston, Parks and Recreation Director

Date: September 21, 2004

Subject: A resolution awarding the Lake Sequoyah Boatdock Operator Contract to Dixie L. Smith in the amount of \$25,000.

RECOMMENDATION

Parks and Recreation recommends approval of a resolution awarding the Lake Sequoyah Boatdock Operator Contract to Dixie L. Smith in the amount of \$25,000

BACKGROUND

Richard Utley has been the Boatdock Operator a Lake Sequoyah for the past six years. He terminated his contract with the City effective September 30, 2004. City Council approved on September 21, 2004 to ammend the operating contract for Lake Fayetteville Boatdock Operator Contract with Jim Black to include operations of Lake Sequoyah Boatdock only during the amount of October until the new contractor was selected. A Selection Committee was formed according to the Professional Selection Policy to select a contractor. Three bids for the RFP were received. The Committee interviewed the applicants on September 28, 2004

DISCUSSION

The Committee selected Dixie Smith to be the Lake Sequoyah Boatdock Operator in the amount of \$25,000. This was the lowest of the three bids, which were submitted at \$37,333 and \$31,000. The term of this contract is on an annual basis pending upon budget approval by City Council. The Contract may be automatically renewed for five consecutive one year terms with compensation adjusted annual by three percent of the contracted amount for the prior year.

BUDGET IMPACT

This contract is within the budget for the remaining 2004 and proposed 2005 budget.

Attachments:
Contract

RESOLUTION NO. _____

A RESOLUTION AWARDED A CONTRACT TO DIXIE L. SMITH
IN THE AMOUNT OF \$25,000.00 TO OPERATE THE LAKE
SEQUOYAH BOAT DOCK THROUGH DECEMBER 31, 2005.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby awards a contract to Dixie L. Smith in the amount of \$25,000.00 to operate
the Lake Sequoyah boat dock through December 31, 2005. A copy of the contract
is attached hereto marked Exhibit "A" and made a part hereof.

PASSED and APPROVED this 19th day of October 2004.

APPROVED

By _____
DAN GOODY, Mayor

ATTEST:

By _____
SONDRA SMITH, City Clerk

**Lake Sequoyah Boat Dock Operator Contract
CITY OF FAYETTEVILLE, ARKANSAS**

OPERATING CONTRACT FOR LAKE SEQUOYAH BOAT DOCK

For the total amount of \$25,000 to be paid in monthly installments, Dixie L. Smith (the "Contractor") agrees to provide the list of services and requirements to the City of Fayetteville beginning November 1, 2004 and ending December 31, 2005. Either party may cancel this contract by giving the other party sixty days written notice of cancellation. The Contractor further certifies possession of the initial capital monies to commence boat dock operations.

The City agrees to pay the Contractor in current funds for the performance of the listed services and requirements by making payments to the contractor no later than the 15th of each month.

CONTRACTED SERVICES AND REQUIREMENTS

1. Contractor shall operate and manage the Lake Sequoyah Boat Dock. Contractor shall be an independent contractor not an employee of the City. Lake Sequoyah Boat Dock is closed each year from December 24, through January 14. The operator is responsible for supervising the boat dock during this time.
2. Contractor shall open and close the lake gates seven days a week at Sunrise and Sunset. This includes the south and east gates leading to the boatdocks. Contractor is required to respond to City Central Dispatch requests 24 hours a day to provide assistance to citizen lock-ins at secured Lake Sequoyah gates. City will provide a radio to the contractor for the purpose of receiving these calls.
3. Contractor shall collect boat stall rentals, storage rentals, fishing permits, and boating permits. These fees are submitted to the Parks and Recreation Office on a weekly basis or as otherwise approved by the Parks and Recreation Director during the slow season.
4. Contractor shall prepare reports and keep records as required by the Parks and Recreation Director.
5. Contractor shall enforce lake rules and regulations as adopted by the Fayetteville Code of Ordinance Chapter 97, Section 97.070 and 97.999. Contractor is to act in the best interest of city property or public safety in response to ordinance violations.
6. Contractor shall provide proof of liability insurance with a minimum coverage of:
 - Workers' Compensation: Statutory Amount
 - \$300,000.00 for one person involved in death or injury.
 - \$500,000.00 for two or more persons involved in death or injury.

For any work subcontracted, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

7. Contractor shall provide a \$1,000 bond for performance and payment of items in relation to this contract.
8. Contractor shall receive prior approval from the Parks and Recreation Director for any special event conducted at Lake Sequoyah.
9. Contractor shall mow and manicure within the secured confines of the Lake Sequoyah Boatdock area. Grounds must be maintained according to park standards. Contractor shall provide all equipment necessary for the maintenance of these grounds.
10. Contractor shall pick up trash and clean the office and restroom on a daily basis. Contractor is to supply cleaning and restroom supplies. This is a public restroom which will be used by park patrons utilizing the trails and other park features.
11. Contractor shall attend a citizen service workshop administered by the Parks and Recreation Division and adhere to the public relation policies and procedures.
12. Contractor shall conduct the following at the Lake Sequoyah Boat Dock:
 - a. Sell concessions in compliance with all applicable State and Federal Laws, Municipal Ordinances, Health Department Regulations and the rules and regulations of all authorities having jurisdiction over the performance of this project.
 - b. Sell related fishing equipment and supplies.
 - c. Provide other services which the Parks and Recreation Director determines will enhance the operation of Lake Sequoyah.
 - d. All appliances and amenities related to the sale of equipment and supplies must be provided by the contractor. The City of Fayetteville will provide the microwave, refrigerator, and three minnow tanks that are currently on site.
13. It is agreed that the failure of the City of Fayetteville to invoke any of the available remedies under this agreement or under lay in the event of one or more breaches or defaults by contractor under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the City of Fayetteville from invoking such remedies in the event of any future breach or default.

14. Each paragraph in this 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.
15. Contractor shall not act as a broker or facilitate sales of boats.
16. Upon budget approval by the City Council, the term of the Contract shall be on an annual basis. However, said Contract may automatically renew for five (5) consecutive one (1) year terms, with compensation being adjusted each renewal period by three percent (3%) of the contracted amount for the prior year. Such automatic renewal shall be subject to budget approval by the City Council.
17. Either party may terminate this contract at any time by giving the other party sixty days written notice of termination.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which will be deemed an original, on this the ____ day of _____ 2004.

CITY OF FAYETTEVILLE

ATTEST:

Sondra Smith, City Clerk

DAN COODY, Mayor



Dixie L. Smith
Lake Sequoyah Contractor

STAFF REVIEW FORM - FINANCIAL OBLIGATION

X AGENDA REQUEST
X CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council Meeting of: October 19, 2004

FROM:

Connie Edmonston

Parks & Recreation

Operations

Name

Division

Department

ACTION REQUIRED: A resolution awarding the Lake Sequoyah Boatdock Operator Contract to Dixie L. Smith in the amount of \$25,000.

COST TO CITY:

#

\$4,167-2004;\$25,000-2005

\$56,285-2004;\$58,536-2005

Lake Recreation

Cost of this request

Category/Project Budget

Program Category / Project Name

1010.5250.5315.00

\$ 42,153

Contract Services

Account Number

Funds Used to Date

Program / Project Category Name

\$ 13,532

General

Project Number

Remaining Balance

Fund Name

BUDGET REVIEW:

xx

Budgeted Item

Budget Adjustment Attached

[Signature]
Budget Manager

9-29-04
Date

CONTRACT/GRANT/LEASE REVIEW:

[Signature]
Accounting Manager

9/29/04
Date

[Signature]
Internal Auditor

9/29/04
Date

[Signature]
City Attorney

Date

[Signature]
Purchasing Manager

9/30/04
Date

STAFF RECOMMENDATION:

[Signature]
Division Head

9-29-04
Date

Received in Mayor's Office

10-1-04
Date

[Signature]
Department Director

9-29-04
Date

Cross Reference:

[Signature]
Finance & Internal Services Dir.

10-5-04
Date

Previous Ord/Res#:

[Signature]
Chief Administrative Officer

10-1-04
Date

Orig. Contract Date:

Orig. Contract Number:

[Signature]
Mayor

10/5/04
Date

New Item:

Yes

No



Staff Review Form - Page 2

Description Lake Sequoyah Contract Meeting Date October 19, 2004

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Frank Johnson, Chief of Police 

DATE: October 1, 2004

SUBJECT: Accept Selective Traffic Enforcement Project (STEP) Grant

Recommendation: Council accepts the 2004/05 STEP grant and approves a budget adjustment recognizing the revenue.

Background: The Police Department has received STEP grants since 1990. These grants are used to cover officer overtime while working either seat belt enforcement or DWI/DUI enforcement. The officers must be designated to one of these tasks and cannot answer normal calls for service. This grant also includes \$5,000.00 for the purchase of child safety seats.

Discussion: The funds provided by this grant specifically support the Departments efforts in reducing traffic accidents. Officers can be assigned to a specific accident-prone area and enforce traffic laws which in turn reduce accidents. The matching requirements will be provided by using the cost of car seats (state funds); the expense of monthly administration; vehicle expense which includes motorpool, shop overhead, replacement and gasoline with the balance being met by assigning on-duty officers to the STEP project when available. The match is not expected to require additional funds.

Budget Impact: Accepting this grant will increase overtime for the Patrol Program by \$25,000.00 and Minor Equipment by \$5,000.00.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE 2004-2005 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT IN THE AMOUNT OF \$30,000.00 FOR THE PURPOSE OF PAYING OVERTIME TO OFFICERS ENGAGED IN DWI/DUI AND SEATBELT ENFORCEMENT AND TO PURCHASE CHILD SAFETY SEATS FOR DISTRIBUTION TO THE PUBLIC; AND APPROVING A BUDGET ADJUSTMENT RECOGNIZING THE GRANT REVENUE.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts the 2004-2005 Selective Traffic Enforcement Program (STEP) Grant in the amount of \$30,000.00 for the purpose of paying overtime to officers engaged in DWI/DUI and seatbelt enforcement and to purchase child safety seats for distribution to the public.

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

PASSED and APPROVED this 19th day of October 2004.

APPROVED:

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

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

A. 4
Selective Traffic Enforcement Grant
Page 3 of 38

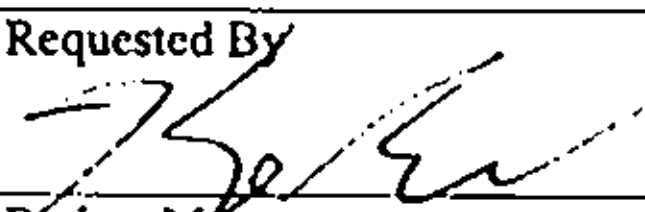
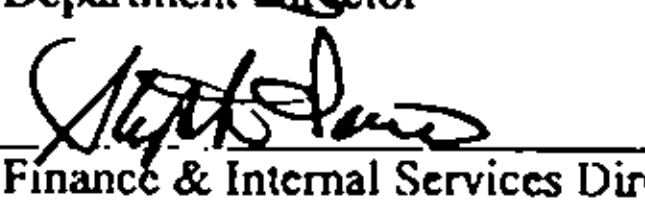
Budget Year 2004	Department: Police Division: Police Program: Patrol	Date Requested 10/1/2004	Adjustment Number
-------------------------	---	---------------------------------	-------------------

Project or Item Requested: Accept the 2004/05 Selected Traffic Enforcement Program grant in the amount of \$30,000.00. \$25,000.00 of these funds will support officer overtime to work either seatbelt enforcement or DWI/DUI enforcement. \$5,000.00 will be used to purchase child safety seats to be distributed to the public at Child safety seat checkpoints. This grant covers overtime expense in 2004 and 2005 therefore the funds not used in 2004 need to be added to the 2005 Budget.	Project or Item Deleted: None
--	---

Justification of this Increase: Utilization of these funds help the Police Department better patrol areas known to be accident-prone or where complaints of speeding have been reported. This grant does not require any matching funds. It does require the Department provide information to the number of hours worked patrolling the city less the number of hours charged to the grant.	Justification of this Decrease:
--	--

Increase Expense (Decrease Revenue)						
Account Name	Account Number				Amount	Project Number
Overtime - Uniformed	1010	2940	5104	00	25,000	
Minor Equipment	1010	2940	5210	00	5,000	

Decrease Expense (Increase Revenue)						
Account Name	Account Number				Amount	Project Number
Federal Grant - Operational	1010	0001	4309	01	25,000	
State Grant - Operational	1010	0001	4302	01	5,000	

Approval Signatures		Budget & Research Use Only			
Requested By	Date	Type:	A	B	C
	10-1-04				<u>D</u>
Budget Manager	Date	Date of Approval			Date
	10-1-04				Initial
Department Director	Date	Posted to General Ledger			Date
	10-5-04				Initial
Finance & Internal Services Director	Date	Posted to Project Accounting			Date
					Initial
Mayor	Date	Entered in Category Log			Date
BA STEP grant 2003 04.xls					10/1/2004 / 11:06 AM



Mike Huckabee
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive · Little Rock, Arkansas 72209-4822 · www.asp.state.ar.us

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



Steve Dozier
Director

A. 4
Selective Traffic Enforcement Grant
4 of 38

September 9, 2004

ARKANSAS STATE POLICE COMMISSION

Jerry Davis
Chairman
Little Rock

Steve G. Smith
Vice-Chairman
Little Rock

Roger Meek, Jr.
Secretary
Fort Smith

Daniel "Woody" Futrell
Nashville

Warren Dupwe
Jonesboro

Charisse Childers
Blytheville

Dr. Lewis Shepherd
Arkadelphia

Captain Greg Tabor
Project Coordinator
Fayetteville Police Department
P.O. Box 1988
Fayetteville, AR 72702

Re: J8-2005-08-10-05
OP-2005-03-02-08
Selective Traffic Enforcement Project (STEP)

Dear Captain Tabor:

The above referenced FY 2005 Subgrant Agreement is enclosed for your review and signature. The Subgrant Agreement/Contract Terms and Common Rule for this program are made a part of this agreement and should be kept in your agency's file with your copy of the signed agreement. The agreement may not include all items presented in your proposal. Only those activities included in the agreement are eligible for reimbursement.

Please return the signed agreement (keep the enclosed Subgrant Agreement/Contracts Terms and Common Rule) to our office no later than September 20, 2004. We will send you a copy of the fully executed agreement. We look forward to working with your agency during the upcoming year.

Sincerely,

Bridget White
Coordinator of Arkansas'
Highway Safety Program

Enclosure

c: Agreement/Contract File

BSW:af



Mike Huckabee
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive · Little Rock, Arkansas 72209 · www.asp.state.ar.us



Steve Dozier
Director

HIGHWAY SAFETY SUBGRANT AGREEMENT ALCOHOL/OTHER DRUG COUNTERMEASURES PROGRAM OCCUPANT PROTECTION PROGRAM

RECIPIENT

Fayetteville Police Department
P. O. Box 1988
Fayetteville, Arkansas 72702
Telephone: (479) 587-3555
Fax: (479) 587-3522

GOVERNMENTAL UNIT

City of Fayetteville
P. O. Box 1988
Fayetteville, AR 72702

PROJECT NO. J8-2005-08-10-05

PROJECT NO. OP-2005-03-02-08

TYPE OF APPLICATION

Initial: _____
Revision: _____
Continuation: X

TAX ID# 71-6018462

PROJECT TITLE

Selective Traffic Enforcement Project

INITIAL PROJECT STARTING DATE

October 1, 1998

OPERATIONAL AREA OF PROJECT

City of Fayetteville

COST CATEGORY

AMOUNT

	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
--	----------------	--------------	--------------

Personal Services	\$25,000		\$15,000
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Equipment

Maintenance & Operation			5,000
-------------------------	--	--	-------

Other Direct Costs		\$5,000	
--------------------	--	---------	--

Indirect Costs

Administrative Costs

Total	<u>\$25,000</u>	<u>\$5,000</u>	<u>\$20,000</u>
-------	-----------------	----------------	-----------------

PROJECT PERIOD

FUNDING PERIOD

From: 10-1-2004

From: 10-1-2004

To: 9-30-2005

To: 9-30-2005

FUNDING

SOURCE

AMOUNT

Federal	\$25,000
---------	----------

State	5,000
-------	-------

Local	20,000
-------	--------

Total	<u>\$50,000</u>
-------	-----------------

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

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AGREEMENT PREPARED BY: Chip Payne
TITLE: Program Manager
ADDRESS: Arkansas State Police
Highway Safety Office
#1 State Police Plaza Dr.
Little Rock, AR 72209
PHONE: (501) 618-8137
FAX: (501) 618-8124

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

AUDIT REQUIREMENTS

The recipient will arrange for an organization-wide financial and compliance audit, as required by OMB Circular A-133, within the prescribed audit reporting cycle. The audit report must separately identify highway safety funds from other Federal funds. Two (2) copies of the report will be furnished to the Arkansas State Police within three months of the report date. Failure to furnish an acceptable audit as determined by the cognizant Federal audit agency may be a basis for denial and/or refunding of Federal funds. A copy of A-133 is available on request. The recipient has been made aware of audit requirements.

CERTIFICATION REGARDING FEDERAL LOBBYING:

The recipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

RESTRICTION ON STATE LOBBYING:

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

In accordance with the provisions of 49 CFR Part 29, the State agrees that it shall not knowingly enter into any agreement under its Highway Safety Plan with a person or entity that is barred, suspended, declared ineligible, or voluntarily excluded from participation in the Section 402 program, unless otherwise authorized by NHTSA. The State further agrees that it will include the following clause and accompanying instruction, without modification, in all lower tier covered transactions, as provided by 49 CFR Part 29, and in all solicitations for lower tier covered transactions.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

WORK STATEMENT

A. The recipient, Fayetteville Police Department, in exchange for consideration offered by the Arkansas State Police (ASP), and in the interest of improving traffic safety, hereby agrees to pursue the achievement of the following objectives:

1. Appoint a Project Coordinator to be a liaison between the recipient and the Highway Safety Office (HSO) and to be responsible for coordinating selective enforcement activities and financial transactions associated with this subgrant agreement. Herein, give signature authorization for the Project Coordinator to request reimbursement and contract change orders when applicable. Compensation for the Project Coordinator will be from local funds.
2. Ensure that the Project Coordinator, or designee, has successfully completed the Arkansas Highway Safety Office Project Management Course. This course will provide information and updates on State, Federal and Highway Safety Office policies and procedures. Travel, meals and lodging will be reimbursed for eligible participant. Participants will be notified of the specific dates and location of this course.
3. Implement a seat belt policy if one does not exist. If not previously submitted, provide a copy of the policy to the HSO no later than sixty days after the start of this project.
4. Conduct selective enforcement of the State's driving while intoxicated (DWI)/driving under the influence (DUI), seat belt, speed limit, child passenger protection and motorcycle helmet laws. Officers are to ensure compliance with the State's seat belt and child restraint laws during all vehicle stops. Enforcement should target locations where fatal/serious injury crashes are occurring.
5. DWI/DUI enforcement will start no earlier than 9:00 p.m. on Wednesdays, Thursdays, Fridays and Saturdays and end no later than 3:00 a.m. the following morning on Thursdays, Fridays, Saturdays and Sundays. Enforcement may also be conducted on State and/or National holidays. The DWI/DUI enforcement hours may be revised if the recipient cannot achieve and/or maintain the project performance standard. Seat belt enforcement (enforcement during daylight hours) will emphasize enforcement of seat belt, child restraint and speed limit laws. Officers working on the project are expected to enforce all the laws cited in this agreement during both DWI/DUI and seat belt enforcement.
6. Performance standards are as follows:

During Seat Belt Enforcement
Average three vehicle stops
per hour of enforcement

During DWI/DUI Enforcement
Average one DWI/DUI arrest
per eight hours of enforcement

Persons arrested for violation of Arkansas Code Annotated 5-65-103 and 5-56-205 shall be determined to be DWI arrests. Youthful offenders arrested for violation of Arkansas Code Annotated 5-65-303 shall be determined to be DUI arrests.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

WORK STATEMENT

7. Participate in two seat belt and one DWI/DUI national enforcement mobilizations during the project period. Must participate in the public information and education (PI&E) activities (press conferences/news releases) in conjunction with the mobilization activities. An informal seat belt survey, conducted by the agency, will also precede and follow seat belt mobilizations for evaluation purposes. Seat belt mobilizations will be conducted in November around the Thanksgiving holiday period and in May surrounding Buckle Up America Week and Memorial Day. The DWI/DUI mobilization will be conducted in August/September surrounding the Labor Day holiday period. **Manage project activity to ensure that sufficient funds are available to participate in mobilizations. Submit a mobilization report within 15 days after a mobilization period in accordance with format provided by the HSO.**
8. Conduct other PI&E activities to support the objectives of this project. These activities may include, but are not limited to, conducting news conferences, issuing press releases, having members of the media ride with officers during selective enforcement patrol, conducting child safety seat clinics, making presentations to schools and/or civic groups and distributing educational materials. At the beginning of the project period a press release must be issued and/or a press conference must be conducted to notify the community of the project activities.
9. The only costs eligible for reimbursement are selective enforcement (which includes officer pay and applicable benefits) and child safety seats. Officers may also be compensated at the selective enforcement rate for hours spent conducting seat belt surveys associated with mobilizations and time spent working at clinics associated with the proper installation of child safety seats. Hours spent conducting seat belt surveys or working at child safety seat clinics will not be used when calculating enforcement performance. The recipient will be reimbursed for officers working selective traffic enforcement at a rate that does not exceed one and one-half times the officer's regular hourly rate. Reimbursement is limited to one officer per patrol vehicle. Officers compensated through this agreement shall work strictly within the scope of this project while performing duties in connection with and being funded by this agreement. Hours worked on and compensated through this agreement must not supplant (be a substitute for) regular officer hours and pay. Routine patrol functions, including crash investigations, will be assigned to personnel on regular duty. Should a project officer become involved in routine patrol functions while conducting selective enforcement, the officer will be compensated from other funds. **No part-time personnel can be compensated through this agreement.**
10. Purchase and loan child safety seats in accordance with HSO policy. Seats must be purchased no later than March 29, 2005. All purchases must be approved in advance by the ASP HSO.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

WORK STATEMENT

11. Ensure that all officers working on this project have completed the National Highway Traffic Safety Administration's approved courses on occupant protection usage and enforcement (OPUE) or traffic occupant protection strategies (TOPS) training and standardized field sobriety testing (SFST) during the project period.
12. Ensure that all officers working on this project are familiar with Act 561 of 2001 (the ".08 BAC law"). Effective August 13, 2001, the per se level for intoxication changed from .10 BAC to .08 BAC.

Ensure that all officers working on this project are familiar with Act 470 of 2001 (the amended "Child Passenger Protection Act"). Effective August 13, 2001, all children under the age of fifteen (15) years must be restrained and any child under six (6) years of age and under sixty (60) pounds in weight must be restrained in a child safety seat. Violation of this Act is a primary offense, meaning that a vehicle may be stopped if there is probable cause to believe that the law is being violated.

13. Submit monthly reimbursement requests, local match reporting form and activity reports, including PI&E activities, along with a cover letter(s) by the 20th of the subsequent month in accordance with formats provided by the HSO. An Annual Project Activity Report will be submitted in accordance with the format provided by the HSO. **Include with the annual report a tabulation of local funds contributed (50% required) to this project.** This report and the final reimbursement request are due within 20 days following the end of the project period. Final reimbursement will not be made until a satisfactory annual report submitted.
14. Create a project file for maintaining the agreement and financial documents. The file will contain a copy of this agreement, agreement terms, related ASP policies and procedures, policies or procedures of the recipient related to this project's activities, copies of monthly activity reports and reimbursement requests, correspondence relating to the agreement, a copy of daily time sheets which reflect regular and selective enforcement hours worked and documentation of any public information activities. The file must be maintained in one location and is subject to review by State and Federal authorities responsible for oversight of this agreement. **Copies of all time sheets for all selective enforcement officers paid through this agreement must be kept in this file. All time sheets must have officer's and supervisor's signatures with attached supporting documents.**

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

WORK STATEMENT

- B. The Arkansas State Police (ASP) hereby agrees to perform the following activities:
1. Reimburse the recipient for all eligible costs incurred in accordance with provisions stated in the Subgrant Agreement/Contract Terms. An analysis of reimbursable costs is provided in the attached Subgrantee Invoice Form.
 2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.
 3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.



Arkansas State Police
Highway Safety Office
Subgrantee Invoice Form



Selective Traffic Enforcement Program

SUBGRANT #	38-2005-08-10-05	AWARD PERIOD	10/1/04 to 9/30/05
SUBGRANT #	OP-2005-03-02-08	CD TITLE	SLIP & Community Highway Safety
SPIN (CD ID #)	11-601862	AWARD AMOUNT	\$15,000.00
		CD TITLE	ALCOHOL AND DRUGS Highway Safety
		AWARD AMOUNT	\$10,000.00
		SAFETY SEATS	\$5,000.00
Request Period			
Project	Selective Traffic Enforcement Project (STEP)		

Subgrantee Name	Fayetteville Police Department			Telephone #	(501) 587-3555	
Mailing Address	P. O. Box 1988	Fayetteville	Arkansas	72702		
Budget Categories	Approved Budget	Revised Budget	Previous Expenditures	Expenditures This Period	Total Expenditures	Remaining Budget
Overtime - Selective Enforcement (402)	\$5,000.00	-		-	-	
Overtime - Selective Enforcement (410)	\$10,000.00					
Child Safety Seats (State)	\$5,000.00		-	-	-	
Total	\$30,000.00	-	-	-	-	

Must include all equipment acquisitions of low value (500.00 - 2,500.00) or capital (2,500.00 or greater) and submit subgrantee low value and capital equipment inventory form with invoice form.

On behalf of the subgrantee listed above, I certify that the items for which payment is claimed were furnished under the authority of the law and in accordance with the terms of our grant with the Arkansas State Police, Highway Safety Program and that the charges are reasonable, proper, and no part of this claim has been paid.

Amount of this Request

Signature of Subgrantee		Date	
Title			
Contact Person		Contact Phone	

ARKANSAS STATE POLICE USE ONLY				OUTLINE AGREEMENT #:		4600005451
VENDOR #:	100101505	AGENCY CODE:	0960	DOC#:		
PO #:		GOODS REC. #:		MATERIAL #:	10119381	
General Ledger #	Fund	Fund Center	Invoice/Reference	Cost Center	IO/WBS	AMOUNT
5100001000	SMP2003	1FJ		456708	F.0960.402-04-0P-001	-
5100001000	SMP2203	1FJ		456709	F.0960.410-04-001	-
5100001000	SCP0000	1FD		456714	N/A	
TOTAL						

REVIEWED & APPROVED TO PAY BY		DATE	
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Attach Completed Line Item Detail Sheet and Mail To:

Arkansas State Police
Highway Safety Office
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

FAXED BILLS WILL NOT BE ACCEPTED



Arkansas State Police
Highway Safety Office
Line Item Details



Selective Traffic Enforcement Program

Attach to Page 1

Fayetteville Police Department
Selective Traffic Enforcement Project

FOR THE PERIOD: _____

Transfer
Totals to
Page 1

Overtime Enforcement - Seat Belt (402)

Selective Enforcement - see attached summary sheet

Subtotal

Overtime Enforcement - DWI/DUI (410)

Selective Enforcement - see attached summary sheet

Subtotal

Child Safety Seats (State)

Item 1

Item 2

Item 3

Item 4

Subtotal

TOTAL BILLED 0.00



**Arkansas State Police
Highway Safety Office
Subgrantee Local Match Reporting Form**



Selective Traffic Enforcement Program

SUBGRANTEE	78-2005-04-10-05	AWARD PERIOD	10/1/04 to 9/30/05
SUBGRANTEE	OP 2005-03-02-08	CFDA TITLE	State & Community Highway Safety
AWARD AMOUNT	\$15,000	CFDA #	20.500
CFDA TITLE	Fayetteville Police Department Traffic Safety and Drug Driving Prevention Incentive Grant		
AWARD AMOUNT	\$10,000	CFDA #	20.501
Report Period			
Project	Selective Traffic Enforcement Project (STEP)		

Subgrantee Name	Fayetteville Police Department	Telephone #	(501) 587-3555
Mailing Address	P. O. Box 1988	Fayetteville	Arkansas 72702

Budget Categories	Approved Budget	Revised Budget	Previous Expenditures	Expenditures This Period	Total Expenditures	Remaining Budget
Personal Services (Salaries)	15,000.00	-	-	-	-	
Maintenance & Operation			-	-	-	
(Vehicle Expense)	5,000.00					
Total	20,000.00	-	-	-	-	

Amount of this Report

Signature of Subgrantee		Date	
Title			
Contact Person		Contact Phone	

ARKANSAS STATE POLICE USE ONLY		OUTLINE AGREEMENT #:		4600005451
VENDOR #:	100101505	AGENCY CODE:	0960	DOC#:
PO #:	4500281963	GOODS REC. #:		MATERIAL #:
				10119381

General Ledger #	Fund	Fund Center	Invoice/Reference	Cost Center	IO/WBS	AMOUNT
5100001000	SMP2003	1FJ		456708	F.0960.402-04-OF-001	-
5100001000	SMP2203	1FJ		456709	F.0960.410-04-001	-
TOTAL						

REVIEWED BY:		DATE:	
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Arkansas State Police
Highway Safety Office
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

ACCEPTANCE AND AUTHORIZATION TO PROCEED

It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Transportation Equity Act for the 21st Century and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 49 CFR Part 18 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement, including the Appendix (Subgrant Agreement/Contract Terms and Attachment), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient has appointed the following official representatives with legal authority to accept this subgrant agreement and to provide such additional information as may be required.

A. SUBGRANT DIRECTOR

1. Signature: _____
2. Name: Frank Johnson
3. Title: Chief of Police
4. Date: _____

B. AUTHORIZING OFFICIAL

1. Signature: _____
2. Name: Honorable Dan Coody
3. Title: Mayor
4. Date: _____

Approval to proceed, effective (date) 10-1-2004 to (date) 9-30-2005 with committed Federal funds of (amount) \$25,000, and State funds of (amount) \$5,000, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

Director, Arkansas State Police
and
Governor's Highway Safety Representative

Date

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

SCOPE OF WORK

PROJECT GOAL: To reduce traffic-related fatalities and injuries by conducting a selective traffic enforcement project in Fayetteville. The goal for each component of this dual funded project is as follows:

Alcohol Component (Section 410) - Maintain alcohol-related crashes below six percent of all traffic crashes.

Seat Belt Component (Section 402) -- Increase seat belt usage by three percentage points from 70% to 73%.

SUMMARY OF PROJECT OBJECTIVES: The project's primary objectives are to achieve an average of one DWI/DUI arrest per eight hours of alcohol enforcement and three vehicle stops per hour during traffic enforcement (with an emphasis on enforcement of speed and occupant restraint laws). A public information and education program will support these objectives.

METHOD OF EVALUATION BY ASP

ADMINISTRATIVE: X
IMPACT EVALUATION: X By achievement of performance standards.

REIMBURSEMENT - ACTUAL COST ONLY

 ASP will reimburse the recipient an amount equal to % of all eligible cost.

 X ASP will reimburse the recipient an amount equal to all eligible costs as identified in work statement.

REIMBURSEMENT LIMITS

1. Maximum amount eligible for reimbursement:
Federal Funds: \$25,000
State Funds: \$ 5,000
2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:
(Date) 10-1-2004 to (Date) 9-30-2005
3. The recipient must bear all costs not eligible for Federal reimbursement.

Federal and State regulations shall be the basis for determining eligibility of costs, as detailed in the General Provisions and Subgrant Agreement/Contract Terms.

This agreement may be amended only by written notice in advance and in accordance with ASP policy. (See Subgrant Agreement/Contract Term II.)

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND
SUBGRANT AGREEMENT/CONTRACT TERMS CHECKLIST

The terms checked below are hereby included as part of this subgrant agreement/contract.

- | | | | |
|--------------------------|---------|---|---|
| ☐ | I. | Glossary of Definitions | |
| ☐ | II. | Changes | |
| ☐ | III. | Disputes | |
| ☐ | IV. | Conditions for Termination Prior to Completion | |
| ☐ | V. | Excusable Delays | |
| ☐ | VI. | Non-Collusion | |
| ☐ | VII. | Cost Provisions | ☐ OMB A-21 or ☐ OMB A-87
☐ 48 CFR Part 31 or ☐ OMB A-122
☐ 49 CFR Part 18) |
| ☐ | VIII. | Uniform Administration Requirements | |
| ☐ | IX. | Method of Payment | ☐ Actual Cost
☐ Lump Sum
☐ Cost Per Unit
☐ Specific Rate) |
| ☐ | X. | Terms and Conditions of Payment | |
| ☐ | XI. | Inspection/Monitoring | |
| ☐ | XII. | Property Management | |
| ☐ | XIII. | Record Retention | |
| ☐ | XIV. | Ownership of Data and Creative Material | |
| ☐ | XV. | Reports | |
| ☐ | XVI. | Equal Opportunity | |
| ☐ | XVII. | Subcontractual | |
| ☐ | XVIII. | Utilization of Small Business Concerns | |
| ☐ | XIX. | Order of Precedence | |
| ☐ | XX. | Subgrant's/Contractor's Liability | |
| ☐ | XXI. | Save Harmless | |
| ☐ | XXII. | Tax and Compensation Liability | |
| ☐ | XXIII. | Reimbursement of Eligible Expenditures | |
| ☐ | XXIV. | Application of Hatch Act | |
| ☐ | XXV. | Standards for Contractor Financial Management System | |
| ☐ | XXVI. | Procurement Procedures | |
| ☐ | XXVII. | Procurement Procedures - Breath Testing Equipment | |
| ☐ | XXVIII. | Minority Business Enterprise | |
| ☐ | XXIX. | Payroll Procedures | |
| ☐ | XXX. | Travel Procedures | |
| ☐ | XXXI. | Uniform Administrative Requirements for Grants-in-Aid to State and Local Government | |
| ☐ | XXXII. | Confidentiality Requirements | |
| ☐ | XXXIII. | Professional Services Contract | |

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

I. GLOSSARY OF DEFINITIONS

This glossary defines those terms whose meanings may be unclear in the subgrantee/contract in which they are used. These definitions are meant to apply only to the usage of these terms in this subgrant agreement/contract.

Activity - Elements of work that accumulate to accomplish contract objectives.

Activity Number - A number assigned by the HSO for internal management.

Actual - The attained state of resources expended and/or accomplishments.

Ark. Stat. Ann. - Arkansas Statutes Annotated.

ASP - Arkansas State Police.

Authorizing Official - The Contractor's legally appointed person authorized to commit the organization to contract.

Budgeted - The estimated level of expenditure set up in the contract.

CFR - Code of Federal Regulation.

Contractor - The State agency, county, city, quasi-public organization, private individual, or corporation entering into a contract with the HSO.

Contract Director - The duly authorized representative of the Contractor charged with the responsibility of executing the contract.

Contract Period - The period of time in which all activities specified in the contract must be performed.

Coordinator - The State official appointed by the Governor's Representative for Highway Safety to be responsible for the Highway Safety Program.

Cost Incurred - Costs are considered incurred on the date that goods/services are received and accepted.

DOT - Department of Transportation.

Evaluation - A process that involves measuring the success or failure of an activity in achieving predetermined objectives; a judgment of value of worth.

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

FHWA - Federal Highway Administration, U.S. Department of Transportation.

FY - Fiscal Year. Federal Fiscal Year starts October 1st and ends September 30 of each year.
State Fiscal Year starts July 1st and ends June 30 of each year.

Funding Period - The period of time in which the Subgrantee/Contractor can incur costs eligible for reimbursement.

Governor's Highway Safety Representative - The State official who is responsible to and represents the Governor in the conduct of the Statewide Highway Safety Program (Director - Arkansas State Police).

Grantor Agency - Arkansas State Police.

Highway Safety Manager - A staff member authorized by the Governor's Representative for Highway Safety to oversee the day to day activities of the Highway Safety Program.

HSO - Highway Safety Office.

HSP - Highway Safety Plan as required by NHTSA and DOT.

NHTSA - National Highway Traffic Safety Administration, U.S. Department of Transportation.

OMB - Office of Management and Budget.

Obligated - The proposed level of accomplishments that are budgeted and funded.

PM - Program Module.

PSP - Problem Solution Plan.

Political Subdivision - A generally recognized governmental unit below the State level having a defined geographic area of the State.

Program Manager - A staff member authorized by the Coordinator to act as the liaison between the HSO and the Subgrantee/Contractor in all matters pertaining to a subgrant agreement/contract.

QTD - Quarter to date.

Standard Number - A number assigned to one of the 18 highway safety program areas as developed by NHTSA and promulgated by the Secretary, U.S. Department of Transportation.

State Agency - An administrative division of State Government.

Subgrantee - The State agency, county, city, quasi-public organization, private individual, or corporation entering into a subgrant agreement with the HSO.

Subgrant Director - The duly authorized representative of the Subgrantee charged with the responsibility of executing the subgrant agreement.

USC - United States Code.

YTD - Year to date.

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

II. CHANGES

- A. Any change to this subgrant agreement/contract document must be requested by written notice 30 days prior to the anticipated effective date of the proposed change. Upon request, a Subgrant Agreement/Contract Change Order form will be furnished to the Subgrantee/Contractor, which must be submitted with the Authorizing Official's signature. Upon receipt of the Subgrant Agreement/Contract Change Order, the HSO will review and either approve or disapprove this change within 10 working days.
- B. Likewise, any change in this subgrant agreement/contract document initiated by the HSO will require notice to the Subgrantee/Contractor of the proposed change 30 days prior to the anticipated effective date of same. The Subgrantee/Contractor will be given 10 working days to review and either concur or contend to the proposed change.
- C. Any disputes or disagreements arising from A or B above will be arbitrated as set forth in Contract Subgrant Agreement/Term III.

III. DISPUTES

- A. Except as otherwise provided in this subgrant agreement/contract, any dispute concerning a question of fact arising under this subgrant agreement/contract which is not disposed of by agreement shall be decided by the Coordinator, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Subgrantee/Contractor. The decision of the Coordinator shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Subgrantee/Contractor mails or otherwise furnishes to the Coordinator a written appeal addressed to the HSO. The decision of the HSO or its authorized representative for the determination of such appeals shall be final and conclusive unless it is determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Subgrantee/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Subgrantee/Contractor shall proceed diligently with the performance of the subgrant agreement/contract and in accordance with the HSO's decision.
- B. This "DISPUTES" clause does not preclude consideration of law questions in connection with decisions provided for in Paragraph A above, and nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

IV. CONDITIONS FOR TERMINATION PRIOR TO COMPLETION

If, through any cause other than acts of God or the public enemy, flood, or quarantine restrictions, the Subgrantee/Contractor should fail to fulfill in timely or proper manner the obligations of this agreement/contract, the HSO may terminate this agreement/contract by giving written notice to the Subgrantee/Contractor at least 7 days prior to the effective date of termination and by specifying the effective date of termination. All furnished or unfurnished documents, data, studies, surveys, reports, maps, drawings, models, and photographs prepared by the Subgrantee/Contractor shall, at the option of the HSO, become the property of the HSO and the Subgrantee/Contractor shall be entitled to receive only reasonable and equitable compensation for the satisfactory work completed, and only in proportion to the monetary consideration covenanted and agreed upon in the contract for the completed scope of the work.

At their convenience, the principals to this agreement may terminate this agreement by one giving to the other, or each giving to the other, written notice at least 30 days prior to the effective date of termination, and by specifying the effective date of termination.

Upon termination of this agreement/contract, whether for cause or at the convenience of one or both principals, the Subgrantee/Contractor shall be reimbursed for the portion of out-of-pocket expenses (not otherwise reimbursed prior thereto) incurred by the Subgrantee/Contractor during the project/contract period which are directly attributable to the incompleting portion of the services covered by this agreement. The Subgrantee/Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subgrantee/Contractor.

V. EXCUSABLE DELAYS

Except with respect to defaults of Subcontractors, the Subgrantee/Contractor shall not be in default by reason of any failure in performance of this agreement/contract in accordance with its terms (including any failure by the Subgrantee/Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failures arise out of causes beyond the control and without the fault or negligence of the Subgrantee/Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subgrantee/Contractor. If the failure to perform is caused by the failure of a Subcontractor to perform or make progress, and if such failure arises out of cause beyond the control of the Subgrantee/Contractor and Subcontractor, and without the fault or negligence of either of them, the Subgrantee/Contractor shall not be deemed to be in default, unless (a) the supplies or services to be furnished by Subcontractor were obtainable from other sources, (b) the Coordinator shall have ordered the Subgrantee/Contractor in writing to procure such supplies or services from other sources, or (c) the Subgrantee/Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the Coordinator shall ascertain the facts and extent of such failure, and if he/she shall determine that any failure to perform was occasioned by one or more of the said causes, the delivery schedule shall be revised accordingly.

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VI. NON-COLLUSION

The Subgrantee/Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working for the Subgrantee/Contractor, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the HSO shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

VII. COST PROVISIONS

OMB Circulars OMB A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments", OMB A-21, "Cost Principles for Educational Institutions", OMB A-122, "Cost Principles for Private nonprofit organizations other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular", and 48 CFR Part 31, "Cost Principles for For-profit Organizations other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular", are hereby incorporated as part of this agreement and shall govern allowability of costs where appropriate. Appropriate copy is available upon request.

VIII. UNIFORM ADMINISTRATION REQUIREMENTS

The 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" shall govern administrative requirements where appropriate. Copy attached.

IX. METHOD OF PAYMENT

Under the Standard Method of Payment, the Subgrantee/Contractor agrees to perform the work previously stated and to accept as payment reimbursement(s) for actual costs incurred, in accordance with the terms of the agreements/contract.

Other methods which may be used to pay Consultants are as follows; (1) lump sum, (2) cost per unit of work, (3) cost plus a fixed fee amount, or (4) specific rates of compensation. The specific rates of compensation method should be considered only if all other methods have been found to be inappropriate.

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Each of the acceptable Consultant methods of payment is discussed below:

- A. Lump Sum By this method, the Consultant undertakes to perform the services stated in the agreement for an agreed amount of compensation.

This method of payment is appropriate only if the extent, scope, complexity, character, and duration of the work to be required has been established to a degree that just compensation can be determined and evaluated by all parties at the time of negotiations.

When submitted for approval, each proposed agreement wherein payment is to be by a lump sum shall be accompanied by a copy of an estimate prepared by the Consultant showing a statement of his probable costs for the several elements of the work and his expected net fee. The Consultant's statement is to include a supported breakdown of the costs, direct and indirect which the firm expects to incur. The Consultant's method of dividing the project into work units is to be such that the estimate can be intelligently reviewed.

To be considered for Federal-aid reimbursement, the lump sum amount proposed must be found by the Governor's Representative or appropriate State agency to be a just and equitable compensation, and must be supported by documentation as to the basis for such findings.

The agreement should contain provisions for the adjustment of the lump sum amount in the event of changes in the work to be performed.

- B. Cost Per Unit of Work By this method, the Consultant is paid on the basis of the unit of work performed. This method is appropriate when the related unit cost of the work can be determined in advance with reasonable accuracy, but the extent of the work is indefinite. A proposal utilizing this method payment is to be supported in the same manner as that specified for the lump sum method.

- C. Cost Plus a Fixed Fee By this method, the Consultant is reimbursed for his costs and receives in addition a predetermined amount as a fixed fee.

When at the time of negotiations with the Consultant, it is found not feasible to establish payment on the basis of the lump sum or cost per unit of work method, payment should be on the basis of reimbursement of the acceptable costs incurred by the Consultant plus a predetermined amount. This method of payment is appropriate when the extent, scope, complexity, character, or duration is indeterminable at the time of negotiations, or where the work is of a nature that the State agency does not have the experience or knowledge to permit an evaluation of the Consultant's proposal as required to support a lump sum amount.

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- D. Specific Rates of Compensation By this method the Consultant is paid at an agreed and supported specific fixed hourly or daily rate for each class of employee directly engaged in the work. Such rates of pay include the Consultant's estimated costs and net fee. This method of payment should be considered only on those occasions where none of the three methods of payment described under method 1, 2., or 3. can be used. It should be considered only for relatively minor items of work of indeterminable extent over which control is maintained of the class of employee to be used and the extent of such use. The specific rates of compensation are to include, and the agreement or referenced supporting data shall specifically identify and set forth separately, the direct salary costs, salary additives, indirect costs, and the fixed fee. Other direct costs may be set forth as an element of the specific rate or may be included as independent cost items. The specific rates so determined are to be established by the Consultant and found by the Governor's Representative to be reasonable and proper.

Consultant agreements providing that payment is to be based or adjusted on a prescribed percentage of estimated or actual cost times a multiplier, will not be accepted for Federal-aid reimbursement.

When the method of payment for Consultant services is other than a lump sum, the agreement must specify an upper limit of compensation. There should be recognition, however, that the reasons underlying the selection of the method of payment preclude arriving at a realistic estimate of the total anticipated costs of the service. The basis for establishment of the amount specified as the upper limit should be documented and provisions should be made to permit adjustment in the upper limit when the Consultant is able to establish, to the satisfaction of the governmental agency and Governor's Representative, that there has been or is to be a significant change in the (1) scope, complexity, or character of the services to be performed, (2) conditions under which the work is required to be performed, or (3) duration of work. In the case of the Cost-Plus Fixed Fee method, an appropriate adjustment in the predetermined net fee shall be considered.

X. TERMS AND CONDITIONS OF PAYMENT

- A. Unless otherwise specified in the agreement/contract Work Statement, the Subgrantee/Contractor agrees to bill the ASP at monthly intervals only, using the forms and format specified. The maximum amount of the total subgrant agreement/contract is specified in the agreement/contract.
- B. The Subgrantee/Contractor agrees to submit the final bill no later than 30 days after the termination of the funding period.
- C. The Subgrantee/Contractor agrees to submit no bill for work performed or material delivered unless such bill is accompanied by a report which complies with the requirements of the Work Statement.

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XI. INSPECTION/MONITORING

The ASP, (including, as a adjunct thereto, agents of the Federal Government when Federal funds are involved) has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made by the HSO on the premises of the Subgrantee/Contractor or a Subcontractor, the Subgrantee/Contractor shall provide and shall require his Subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the HSO personnel in their duties. All inspections and evaluation shall be performed in such a manner as will not unduly delay the work.

XII. PROPERTY MANAGEMENT

See 49 CFR Part 18, Subpart C, attached.

XIII. RECORD RETENTION

See 49 CFR Part 18, Subpart C, attached.

XIV. OWNERSHIP OF DATA AND CREATIVE MATERIAL

The ownership of material, discoveries, inventions, and results developed, produced, or discovered by this agreement/contract is governed by the terms of 49 CFR Part 18, Subpart C, attached.

XV. REPORTS

- A. Before publication or printing, the final draft of any report(s) required under the agreement/contract schedule shall be submitted to the HSO for review and concurrence. Review and approval by the National Highway Traffic Safety Administration will be coordinated by the ASP prior to returning comments or approvals to the Subgrantee/Contractor. All recorded information which is produced in the performance of this agreement shall be the sole property of the Arkansas State Police, Highway Safety Office, and reports or other such information are to be regarded as material in the public domain and shall not be copyrighted or restricted as to the distribution and reproduction. The Subgrantee/Contractor shall furnish the ASP with the quantity of copies of the report(s) specified in the agreement/contract.
- B. Each report covered by Paragraph A must include the following statements on the cover page:
 - 1. This report was prepared for the HSO, in cooperation with DOT's NHTSA or DOT's FHWA.
 - 2. The conclusions and opinions expressed in this document are those of the author, and do not necessarily represent those of the State of Arkansas, ASP, DOT or any other agency of the State or Federal Government.

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XVI. EQUAL OPPORTUNITY

The Subgrantee/Contractor assures and certifies:

- A. The Subgrantee/Contractor will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the Subgrantee/Contractor will immediately take any measures necessary to effectuate this agreement.
- B. The Subgrantee/Contractor will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

XVII. SUBCONTRACTUAL

- A. The Subgrantee/Contractor shall give advance notice to the HSO of any proposed subcontract hereunder, and the Subgrantee/Contractor shall not, without prior written approval of the Coordinator, enter into such subcontract. (See Paragraph B. below.)
- B. NHTSA or FHWA may require approval of any contract for professional services prior to issuance and initiation of work. This review may take up to 30 days and shall consider, in part, the following matters:
 - 1. Determination of the Consultant's qualifications;
 - 2. Manner of selection from those qualified to perform the service;
 - 3. Necessity for subcontracting;
 - 4. Review of the contract, to ensure that minimum terms of the prime contract have been incorporated into the subcontract;
 - 5. Pre-award audit has been performed for contracts in excess of \$25,000.00; and,
 - 6. The Subgrantee/Contractor's price breakdown includes costs (if any) for personal services, subcontracts, commodities, other direct costs, indirect costs, and profit.

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XVIII. UTILIZATION OF SMALL BUSINESS CONCERNS

- A. It is the policy of the United States Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.
- B. The Subgrantee/Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Subgrantee/Contractor finds to be consistent with the efficient performance of this agreement/contract.

XIX. ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this agreement/contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Subgrant Agreement/Contract Document
- B. Work Statement
- C. Subgrant Agreement/Contract Terms

XX. SUBGRANTEE/CONTRACTOR'S LIABILITY

- A. The Subgrantee/Contractor shall be liable for any loss of, or injury to, any material developed or serviced under this agreement/contract which is caused by the Subgrantee/Contractor's failure to exercise such care in regard to said material as a reasonably careful owner of similar materials would exercise.
- B. Subgrantee/Contractor shall provide commercial insurance or equivalent method acceptable to the HSO office for replacement or repair of damaged or lost equipment. Subgrantee/Contractor shall reimburse the HSO office for residual value of equipment sold or otherwise disposed of.

XXI. SAVE HARMLESS

It is expressly agreed and understood that the Subgrantee/Contractor is an independent Subgrantee/Contractor and not an agent, servant, or employee of the State, and the Subgrantee/Contractor shall save harmless the State and representatives thereof from all suits, actions, or claims of any kind brought on account of any person or property in consequence of any neglect in safeguarding the work, or on any act or omission by the Subgrantee/Contractor or its employees, or from any claims or amounts arising or recovered under Worker's Compensation Laws or any other law, by-law, ordinance, regulation, order, or decree. The Subgrantee/Contractor shall be responsible for all damage to property and personal injury of any kind resulting from any act, omission, neglect, or misconduct of any employee or agent of said Subgrantee/Contractor in the manner or method of performing the work for the period of the agreement/contract.

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XXII. TAX AND COMPENSATION LIABILITY

Nothing herein contained shall be construed as incurring for the State any liability for Worker's Compensation, F.I.C.A., Withholding Tax, Unemployment, or any other payment which would be required to be paid by the State if the State and the Subgrantee/Contractor were standing in an employer-employee relationship, and the Subgrantee/Contractor hereby agrees to assume and pay all such liabilities.

XXIII. REIMBURSEMENT OF ELIGIBLE EXPENDITURES

- A. It is mutually agreed and promised that upon written application by the Subgrantee/Contractor and approval by the State, the State shall obligate funds for reimbursement of eligible expenditures as set forth in the application.
- B. It is mutually agreed and promised that the Subgrantee/Contractor shall reimburse the State for any ineligible or unauthorized expenditures for which Federal and/or State funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is further agreed and promised that where reimbursement is made to the Subgrantee/Contractor in installments, the State shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditures until such time as the ineligible claim is made up or corrected by the Subgrantee/Contractor.

XXIV. APPLICATION OF HATCH ACT

The subgrantee/contractor will comply with the provisions of the Hatch Act which limit the political activities of employees.

XXV. STANDARDS FOR SUBGRANTEE/CONTRACTOR FINANCIAL MANAGEMENT SYSTEMS

This item prescribes standards for financial management systems of subgrant agreement/contract-supported activities of state and local governments. Subgrantee/Contractor financial management systems shall provide for:

- A. Accurate, current, and complete disclosure of the financial results of each subgrant agreement/contract activity in accordance with the HSO reporting requirements;
- B. Records which identify adequately the source and application of funds for subgrant agreement/contract activities. These records shall contain information pertaining to grant awards and authorizations, obligations, commitments, assets, liabilities, outlays, and income;
- C. Effective control over and accountability for all funds, property, and other assets. Subgrantee/Contractor shall adequately safeguard all such assets, and shall assure that they are used solely for authorized purposes;

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- D. Comparison of actual with budgeted amounts for each agreement/contract. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the HSO;
- E. Procedures to minimize the time elapsing between the transfer of funds from the State Treasury and the disbursement by the Subgrantee/Contractor whenever funds are advanced by the HSO;
- F. Procedures for determining the allowability and allocability of costs in accordance with the provisions of 49 CFR Part 18;
- G. Accounting records which are supported by source documentation;
- H. Audits to be made by the Subgrantee/Contractor or at his direction to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations, and administrative requirements. The Subgrantee/Contractor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size, and complexity of the activity; and,
- I. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

XXVI. PROCUREMENT PROCEDURES

- A. Arkansas State Purchasing Law and Regulations, as revised March 1996, will govern purchasing.

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B. A summary of the various requirements is as follows:

<u>PURCHASES</u>	<u>BIDDING REQUIREMENTS</u>	<u>PRE-PURCHASE DOCUMENTS REQUIRED</u>
(a) <u>Formal Bid</u> All purchases where cost is <u>\$10,000.00 or more</u> when grouped into biddable classes.	1. Develop Specifications for each item bid. 2. Invitation to bid mailed to all eligible prospective bidders. 3. Insertion in newspaper with general circulation not less than five (5) days nor more than thirty (30) days prior to opening date. 4. Open and tabulate bids at time and date indicated.	1. Copy of Invitation to Bid. 2. Copy of Bidders List. 3. Certified copy of proof of publication. 4. Copy of Tabulation of Bids. 5. <u>Copy of Purchase Order or Contract Resulting from bid.</u> 6. <u>Letter of Justification when other than low bid is to be purchased.</u>
(b) <u>Quotation Bid</u> All purchases where cost is <u>\$1,000.00 but less than \$10,000.00</u> When grouped into biddable classes	1. Obtain at least three (3) bids. 2. Bids must be received at least one (1) day prior to date of purchase. 3. Bids must be recorded and signed by person receiving same.	1. Copy of Tabulation of Bids. 2. Copy of Purchase Order. 3. <u>Letter of Justification when other than low bid is to be purchased.</u>
(c) <u>Open Market</u> All purchases where cost is <u>less than \$1,000.00.</u>	None - Agency Purchasing Official's best judgment.	1. Copy of Purchase Order.

C. Splitting of item or items with the intent to use a less restrictive requirement is not permitted.

D. Descriptions and specifications must be sufficiently restricted or specific so as to exclude cheap or inferior commodities which are not suitable or practicable for the purpose for which they are to be used, but at no time should they be so specific in detail as to restrict or eliminate competitive bidding of any items of comparable quality and coming within a reasonably close price range.

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E. Arkansas preference does not apply.

XXVII. PROCUREMENT PROCEDURES - BREATH TESTING EQUIPMENT

A. These items are usually exempt from bidding requirements because of one or several of the following:

1. Single source of supply items;
2. Scientific and technical equipment and parts thereof required by an employee by reason of his profession or training; and
3. Items requiring standardization and interchangeability of parts with existing equipment.

B. The records required for reimbursement are as follows:

1. Copy of Purchase Order giving description of item purchased:
2. Statement, approved by the Project Director, explaining reason for purchasing on an exempt basis without any bids;
3. Standard payment documentation, as follows:
 - a. Copy of vendor's invoice showing receiving approval by project personnel,
 - b. Copy of document showing payment for goods, and,
 - c. Paid receipt or endorsement on payment document; and,
4. Statement for each item purchased showing the following:
 - a. Serial number,
 - b. Model number, and,
 - c. Property control number (if any).

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XXVIII. MINORITY BUSINESS ENTERPRISE

The recipient of this subgrant agreement/contract agrees to adopt by reference the Minority Business Enterprise Program that has been approved by DOT for the HSO, or to show evidence of approval of the recipient's own Minority Business Enterprise Program by a cognizant agency of the Federal government.

The recipient of this subgrant agreement/contract agrees to include the following statement in all subsequent contracts which are financed in whole or in part with Federal funds provided under the agreement with the recipient:

A. Required MBE Contract Clauses

1. Policy It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.
2. MBE Obligation The recipient or its subcontractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

XXIX. PAYROLL PROCEDURES

A. Personal Services compensation is allowable if:

1. For services rendered during the contract period,
2. Reasonable for services rendered,
3. Personnel appointed in accordance with state or local government rules,
4. Based on payrolls documented and approved in accordance with generally accepted business practices, and
5. Supported by time and attendance records signed by both employee and supervisor.

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B. Employee Benefits are allowable if:

1. Provided pursuant to a leave system,
2. Employer contribution or expense for:
 - a. Social Security
 - b. Employee Health Insurance
 - c. Unemployment Insurance
 - d. Worker's Compensation Insurance
 - e. Pension Plans
3. The cost is equitably allocated to all activities.

C. The records required are as follows:

1. Time sheets showing employee names, daily hours, activities, and signatures of employee and supervisor;
2. Payroll record showing rate of pay, gross wages, itemized deductions, net pay, and signature of proper official; and,
3. Benefit Plan(s) records showing rates and amount paid by the employer.

XXX.

TRAVEL PROCEDURES

Travel costs are allowable for the following actual expenses incurred by project employees while traveling on official project business: transportation, lodging, meals and other related expenses. An itemized travel report, with receipts for all items except food, is required, and should be signed by the traveler and the supervisor. Out-of-State travel must have prior written approval of the HSO. Current daily limits for meals and lodging are set out in the State Policy and Procedures Manual.

Regards State of Arkansas Employees:

Travel costs are limited to the State of Arkansas Travel maximums according to current Travel Regulations. (Airfare is always limited to less-than-first-class airfare when less-than-first-class air accommodations are available). Current State maximums for daily meals and lodging, and for the personal auto mileage rate are set out in the Work Statement and Budget Detail sheets.

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Regards Other Travelers:

Travel costs are limited to the lesser of local regulations, actual costs, or State travel maximums. Lodging may exceed State travel maximums only in instances where the maximum allowable lodging rate for that area is not available to the traveler (the traveler must make every effort to obtain the allowable rate) or when the hotel rate where the conference or meeting is held exceeds the maximum allowable lodging rate for that area. See Work Statement and Budget Detail sheets for further information.

XXXI. UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

The 49 CFR Part 18 is hereby incorporated into and made a part of this contract. See attached.

XXXII. CONFIDENTIALITY REQUIREMENTS

We have researched the question on confidentiality and have identified the following salient items which are relevant to our agreements/contracts:

- A. NHTSA Order 210-1, Chapter I, Section B, Subsection (7) (a) states that the Contractor or any employee of the such Contract shall be considered to be employees of the NHTSA for purposes of the requirements of the Privacy Act of 1974 (P.L. 93-579, 5 U.S.C.
- B. Section 3, Subsection (b) (1) of the July 1, 1975, Privacy Act Guidelines states that disclosures "To those officers and employees of the agency which maintains the records who have a need for the records in the performance of their duties;" is a permissible disclosure (Section 552a of U.S.C.5, P.L. 93-579).
- C. Section 408, Subsection (b) (1) (b) of the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records states that records may be released to qualified personnel for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identities in any manner (P.L. 93-282, 2.1 U.S.C. 1175). A copy of the confidentiality requirements is available upon request.

XXXIII. PROFESSIONAL SERVICES CONTRACT

See 49 CFR Part 18, Subpart C, attached.

STAFF REVIEW FORM - FINANCIAL OBLIGATION

 X AGENDA REQUEST
 CONTRACT REVIEW
 X GRANT REVIEW

For the Fayetteville City Council Meeting of: October 19, 2004

FROM:

<u>Frank Johnson</u>	<u>Police</u>	<u>Police</u>
Name	Division	Department

ACTION REQUIRED: Council accept 2004 2005 Selective Traffic Enforcement Grant in the amount of \$30,000.00 and approve the budget adjustment recognizing the revenue

COST TO CITY:

<u>\$30,000.00</u>	<u>\$ 5,272,269.00</u>	<u>Patrol salaries and supplies</u>
Cost of this request	Category/Project Budget	Program Category / Project Name
<u>See attached BA</u>	<u>\$ 1,039,888.00</u>	<u>Police Patrol and Warrant</u>
Account Number	Funds Used to Date	Program / Project Category Name
<u> </u>	<u>\$ 4,232,381.00</u>	<u>General</u>
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: Budgeted Item X Budget Adjustment Attached

[Signature] 10-1-04
Budget Manager Date

CONTRACT/GRANT/LEASE REVIEW:

<u>[Signature]</u> <u>10/1/04</u> Accounting Manager Date	<u>[Signature]</u> <u>10/1/04</u> Internal Auditor Date
<u>[Signature]</u> <u>10/4/04</u> City Attorney Date	<u>[Signature]</u> <u>10/4/04</u> Purchasing Manager Date

STAFF RECOMMENDATION: Accept the 2004/05 STEP Grant in the amount of \$30,000.00

[Signature] 10-1-04
Division Head Date

Received in Mayor's Office

10/5/04
Date P.H.

<u>[Signature]</u> <u>10-5-04</u> Finance & Internal Services Dir. Date
<u>[Signature]</u> <u>10-5-04</u> Chief Administrative Officer Date
<u>[Signature]</u> <u>10/5/04</u> Mayor Date

Cross Reference:

Previous Ord/Res#:
Orig. Contract Date:
Orig. Contract Number:
New Item: Yes No



CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator *DW*

Date: September 17, 2004

Subject: Rezoning request for Sloan Properties (RZN 04-1166)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 22.94 acres of property from R-A, Residential Agricultural to RSF-4, Residential Single Family - 4 units per acre.

BACKGROUND

The City Council passed Ordinance 4596 on August 03, 2004 thereby annexing 160 acres of property south of Persimmon Street. In the absence of a formal rezoning request, the property was given a zoning designation of R-A, Residential Agricultural. The applicant requests to rezone the northern 22.94 acres of the 160 acre annexed property. A large single family home currently exists on the property, and it is the location for an off-site detention pond that will serve Cross Keys, a subdivision under construction to the north. Persimmon Place, Cross Keys R-PZD, and Ruppel Row R-PZD are located north of the subject property.

The applicant requested the property be rezoned from R-A, Residential Agricultural, to RSF-2, Residential Single Family, 2 dwelling units per acre. The applicant's intent is to develop large single family residential lots south of Persimmon Street.

Staff recommended approval of a rezoning to RSF-4 for the subject property. Rezoning the property to RSF-4 will increase the density, allowing for more intense residential use of the property and allow for development compatible to surrounding residential subdivisions.

DISCUSSION

This item was heard by the Planning Commission on September 13, 2004. The Planning Commission voted 8-0-0 to forward this rezoning request to the City Council with a recommendation for approval to rezone the subject property RSF-4.

BUDGET IMPACT

None.

Left on 1st reading 10/5/04

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 04-1166 AS SUBMITTED BY RAYMOND SMITH ON BEHALF OF SLOAN PROPERTIES FOR PROPERTY LOCATED EAST OF BROYLES AVENUE AND SOUTH OF PERSIMMON STREET CONTAINING APPROXIMATELY 22.94 ACRES FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, FOUR 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 _____, 2004.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
RZN 04-1166

PART OF THE NW ¼ OF THE NW ¼ AND PART OF THE NE ¼ OF THE NW ¼ OF SECTION 13, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID NW ¼, NW ¼ THENCE S87°02'10"E 2607.55 FEET, THENCE S02°23'33"W 335.02 FEET, THENCE N87°09'41"W 785.46 FEET, THENCE S02°55'40"W 224.40 FEET, THENCE N85°56'35"W 518.32 FEET, THENCE N52°54'42"W 470.00 FEET, THENCE N86°31'26"W 300.00 FEET, THENCE S86°06'38"W 620.46 FEET, THENCE N02°38'10"E 358.93 FEET TO THE P.O.B.; CONTAINING 22.94 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

DRAFT

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of September 13, 2004

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Associate Planner
THRU: Dawn Warrick, AICP, Zoning & Development Administrator
DATE: September 8, 2004

RZN 04-1166: Rezoning (SLOAN PROPERTIES, 477): Submitted by RAYMOND SMITH for property located at EAST OF BROYLES AVENUE AND SOUTH OF PERSIMMON STREET. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 22.94 acres. The request is to rezone the subject property from R-A, Residential Agricultural, to RSF-2, Residential Single-family, 2 units per acre.

Property Owner: CHARLES SLOAN

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends rezoning of subject property to RSF-4 based on previous findings for RZN 04-11.00 (Greenwood/Sloan) and those found herein.

PLANNING COMMISSION ACTION:	Required ☒ YES
	☐ Approved ☐ Denied
Date: <u>September 13, 2004</u>	
CITY COUNCIL ACTION:	Required ☒ YES
	☐ Approved ☐ Denied
Date: <u>October 05, 2004</u>	

BACKGROUND:

At the regular Planning Commission meeting of April 26, 2004, a proposal to annex and rezone a 160 acre tract was tabled upon request of the applicant. The annexation and rezoning proposals were brought before the Planning Commission again on June 28, 2004, at which the annexation was forwarded to the City Council with a recommendation of approval and the rezoning request was tabled at the request of the applicant. The City Council passed Ordinance 4596 on August 03, 2004 thereby annexing the 160 acres of property. In the absence of a formal rezoning request, the property was given a zoning designation of R-A, Residential Agricultural. (See attached minutes.)

Property description: The subject property contains approximately 22.94 acres located south of Persimmon Street and west of Ruppel Rd. It is the northern portion of the 160 acre tract recently annexed into the City and zoned R-A, Residential Agricultural. A large single family home and detention pond for Cross Keys Subdivision (under construction) currently exist on the property. Persimmon Place, Cross Keys R-PZD, and Ruppel Row R-PZD are located north of the subject property.

Request: The applicant is requesting the property be rezoned from R-A, Residential Agricultural, to RSF-2, Residential Single Family, 2 dwelling units per acre. The applicant's intent is to develop large single family residential lots south of Persimmon Street.

Recommendation: Staff recommends approval of a rezoning to RSF-4 as previously recommended by staff for the subject property based on the findings included in the staff report.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Vacant (Persimmon Place and Cross Keys PPL under construction)	RSF-4, Residential Single Family, 4 units/acre R-PZD 04-02.00 Cross Keys
South	Vacant	R-A, Residential Agricultural
East	Vacant	R-A, Residential Agricultural
West	Vacant	R-A, Residential Agricultural

INFRASTRUCTURE:

Streets: Currently the site has access to Persimmon Street and Broyles Road along the north and west sides of the property. At the time of development, Persimmon Street will need to meet the current street standards. Broyles Road is planned to be improved as part of the treatment plant project.

Surrounding Master Street Plan Streets:

North: Persimmon St. (future collector) and 46th Street (local)

South: Sellers Rd. (future minor arterial)

East: Ruppel Rd. (future minor arterial)

West: Broyles Rd. (collector)

Water: The property has access to a 6" water main along 46th Avenue. A 12" water main will be extended to the east property line with the construction of Ruppel Row subdivision that is currently underway. Also, a 12" water main will be extended along Broyles Road along the west property line as a part of the City of Fayetteville Wastewater Treatment Plant Facility. Currently the developer has a plan approved for the construction of a 12" water main to serve this property. This main will extend from the proposed 12" main of Ruppel Row to the proposed 12" main along Broyles.

Sewer: The site currently has access to a 10" sanitary sewer main that runs through the property along Owl creek. Approval of additional units added to the sewer system in this area will be dependant upon the remaining capacity in the Owl Creek lift station.

Fire: The subject property is located 1.2 miles from the future Fire Station #7. Normal driving time is approximately 4 minutes to the subject property and 4-5 minutes at full build-out, assuming no access to Ruppel Road with this development.

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. However, it will place an increased load on police services. The rezoning will not create and appreciable increase in traffic danger and congestion in the area. However, it will create some increase in traffic congestion.

Individually, each of these annexations and rezonings 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. Without the addition of police patrol personnel, these areas may see a lack of traffic enforcement or may experience situations where officers are delayed in answering many calls for service because of call volume exceeds the number of officers available to respond in a timely manner.

LAND USE PLAN: General Plan 2020 designates the site as Residential. Unlike RSF-4, rezoning this property to RSF-2 is not compatible with surrounding development 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 zoning of 2 units per acre for a single family residential development is not consistent with existing zoning and density to the north of the subject property. Development of Persimmon Place Subdivision has been approved to the northwest of the property. It is zoned RSF-4 and developed at 2.65 units per acre. The preliminary plat for Cross Keys R-PZD 04-02.00 was approved for development with a density of 2.81 units per acre. Finally, property to the northeast of the property is zoned R-PZD (Ruppel Row) with a density of 6.24 units per acre. Property to the east, south, and west is vacant and within the R-A zoning district.

Alternatively, rezoning the property to RSF-4 will increase the density, allowing for more intense residential use of the property and allow for development compatible to surrounding residential subdivisions.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning will result in a residential development which will fail to promote orderly and consistent development patterns. A higher density than the RSF-2 zoning district allows for development of a subdivision with density appropriate in this area, and would provide compatibility with the adjoining and surrounding approved developments. In order to develop a residential subdivision on this property in a manner that is consistent with the future land use plan, a residential zoning district is needed.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Development of large single family homes with individual access onto a collector street may create a dangerous traffic situation. The police department has determined this rezoning will place an increased load on police services. The rezoning will not create and appreciable increase in traffic danger and congestion in the area. However, it will create some increase in traffic congestion.

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 approximately 22.94 acre tract under an R-A, Residential Agricultural designation would allow for a maximum of 11 dwelling units (1 per 2 acres). With the proposed RSF-2 designation, density requirement would allow development of 45 dwelling units; contrasted to the potential 91 units if rezoned to RSF-4. Rezoning the property to either RSF-2 or RSF-4 increases the possible number of residential units substantially, yet a zoning classification of RSF-4 is consistent with land use and zoning within the City of Fayetteville and developing areas to the north.

The following is a review of available services:

Engineering – The property has access to a 6" water main along 46th Avenue. A 12" water main will be extended to the east property line with the construction of Ruppel Row subdivision that is currently underway. Also, a 12" water main will be extended along Broyles Road along the west property line as a part of

the City of Fayetteville Wastewater Treatment Plant Facility. Currently the developer has a plan approved for the construction of a 12" water main to serve this property. This main will extend from the proposed 12" main of Ruppel Row to the proposed 12" main along Broyles.

The site currently has access to a 10" sanitary sewer main that runs through the property along Owl creek. Approval of additional units added to the sewer system in this area will be dependant upon the remaining capacity in the Owl Creek lift station.

Currently the site has access to Persimmon Street and Broyles Road along the north and west sides of the property. At the time of development, Persimmon Street will need to meet the current street standards. Broyles Road is planned to be improved as part of the treatment plant project.

Fire - The subject property is located 1.2 miles from the future Fire Station #7. Normal driving time is approximately 4 minutes to the subject property and 4-5 minutes at full build-out, assuming no access to Ruppel Road with this development.

Police - The police department has determined this rezoning will not substantially alter the population density and thereby undesirably increase the load on police services.

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.

161.06 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.

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.



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

B. 1
RZN 04-1166 (Sloan Properties)
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RECEIVED

SEP 10 2004

PLANNING DIV. POLICE DEPARTMENT

September 7, 2004

Dawn Warrick
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Warrick,

This document is in response to the request for a determination of whether the proposed rezoning RZN 04-1166 (Sloan, pp 477) submitted by Raymond Smith for property located East of Broyles Avenue and South of Persimmon Street would substantially alter the population density and thereby undesirably increase the load on public services or create an appreciable increase in traffic danger and traffic congestion.

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. However, it will place an increased load on police services. The rezoning will not create and appreciable increase in traffic danger and congestion in the area. However, it will create some increase in traffic congestion.

Individually, each of these annexations and rezonings 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. Without the addition of police patrol personnel, these areas may see a lack of traffic enforcement or may experience situations where officers are delayed in answering many calls for service because of call volume exceeds the number of officers available to respond in a timely manner.

Sincerely,

A handwritten signature in black ink, appearing to read "William Brown".

Lieutenant William Brown
Fayetteville Police Department

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	Projected Fire/Other Calls for Service at Maximum Build Out	Projected EMS Calls for Service at Maximum Build Out	
RZN 04-1164	CLEVENGER			FS 7	1.70 miles	4-5 min.	4-5 min.	3	1	2	
RZN 04-1166	SLOAN			FS 7	1.20 miles	4 min.	4-5 min.	21	8	13	Response times will be lower when access to Rupple Rd. is established
RZN 04-1167	McBRYDE			FS 7	1.53 miles	4-5 min.	4-6 min.	5	2	3	Response times will be lower when access to Rupple Rd. is established
RZN 04-1173	CAR WASH			FS 6	1.1 miles	2-3 min.	2-3 min.	N/A	N/A	N/A	
C-PZD 04-1175	RIVENDELL			FS 1	.20 miles	1 min.	1 min.	3	1	2	

CURRENT OWNERSHIP INFORMATION AND ANY PROPOSED OR PENDING PROPERTY SALES

Assessor's Parcel Number 001-11773-000, NW¼ of Section Thirteen (13), T16N, R31W 160.00 acres, more or less. There are no proposed or pending property sales for this property.

REASON FOR REQUESTED ZONING CHANGE

Parcel Number 001-11773-000 is currently zoned A-1 and will be annexed into the City of Fayetteville and zoned as R-A. It is proposed to re-zone 22.94 acres of the parcel to RSF-2 for development into a single family residential subdivision.

LAND DEVELOPMENT

The development of this property is consistent with the land use of the residential areas surrounding the proposed development with slight increase in vehicle traffic.

WATER/SEWER ACCESS

An 6" water line is available on the North end of the property and a 12" water line is planned along the West side of the property. A 10" sewer line extends along the northern third of the property along Owl Creek.

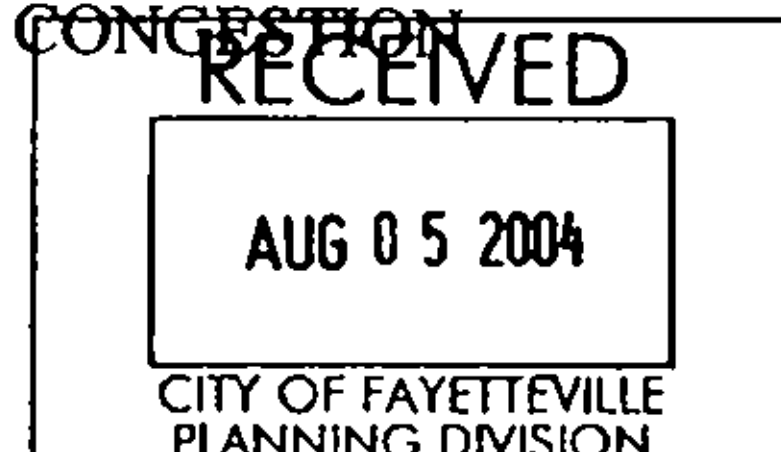
DEGREE TO WHICH THE PROPOSED ZONING IS CONSISTENT WITH LAND USE PLANNING OBJECTIVES, PRINCIPLES AND LAND USE AND ZONING PLANS

The proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

WHETHER THE PROPOSED ZONING IS JUSTIFIED AND/OR NEEDED AT THE TIME THE REZONING IS PROPOSED

The proposed rezoning is justified at this time in that it is in keeping with the policies and adopted plans of the City of Fayetteville. Zoning this property as RSF-2 is consistent with surrounding subdivision.

WHETHER THE PROPOSED ZONING WOULD CREATE OR APPRECIABLY INCREASE TRAFFIC DANGER AND CONGESTION



The proposed zoning will not create or appreciably increase traffic danger and congestion.

**WHETHER THE PROPOSED ZONING WOULD ALTER THE
POPULATION DENSITY AND THEREBY UNDESIRABLY INCREASE
THE LOAD ON PUBLIC SERVICES INCLUDING SCHOOLS, WATER,
AND SEWER FACILITIES**

This increase is not expected to undesirably increase the load on public services including schools, water and sewer facilities. Improvements planned to the Fayetteville overall wastewater treatment system and the coming on line of the new wastewater treatment facility on the western side of Fayetteville should adequately provide services to the subdivision.

**WOULD IT BE IMPRACTICAL TO USE THE LAND FOR ANY OF THE
USES PERMITTED UNDER ITS EXISTING ZONING
CLASSIFICATION**

This property is presently in the county but within the Fayetteville Growth Area. It would be impractical to maintain the A-1 or R-A zoning since it would be inconsistent with the surrounding areas already zoned as residential subdivisions,

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ANX 04-01.00: Annexation (GREENWOOD/SLOAN, pp 477) was submitted by Raymond Smith, Attorney on behalf of Jean Greenwood Jowers for property located SE of the intersection of 46th and Persimmon. The property is in the Planning Area and contains approximately 160.0 acres. The request is to annex the subject property into the City of Fayetteville.

RZN 04-11.00: Rezoning (GREENWOOD/SLOAN, pp 477) was submitted by Raymond Smith, Attorney on behalf of Jean Greenwood Jowers for property located SE of the intersection of 46th and Persimmon. The property is currently zoned R-A, Residential Agricultural, and contains approximately 160.0 acres. The request is to rezone the subject property to RSF-4, Residential Single-family, 4 units per acre.

Ostner: I believe the next item on our agenda is ANX 04-01.00 for Greenwood/Sloan.

Morgan: This subject property contains approximately 160 acres of vacant property located south of Persimmon Street east of the future Broyles Avenue and west of the southern extension of Ruppel Road. The approved Preliminary Plats for Persimmon Place and Cross Keys R-PZD are located just north of this subject property. The property is adjacent to the city limits to the north and the west. The applicant proposes the annexation of this property, 160 acres into the City of Fayetteville. Staff recommends approval of the proposed annexation based on findings within the staff report and that the subject property is adjacent to the City of Fayetteville and will create appropriate city boundaries. In conjunction with this annexation request is RZN 04-11.00 for Greenwood/Sloan. The applicant is requesting that the property be rezoned from R-A to RSF-4 should the preceding annexation request of 160 acres be approved. The applicant has submitted a Bill of Assurance limiting development to 1.5 units per acre. Staff is recommending approval of this rezoning request.

Ostner: Thank you Ms. Morgan. Is the applicant present? If you could step forward, introduce yourself and give us your presentation.

Smith: Good evening, my name is Raymond Smith. I submitted the application on behalf of Greenwood and Mr. Sloan of Sloan Properties. As was explained, this property is located southeast of the intersection of 46th and Persimmon. It is approximately 160 acres. It is adjacent to 40 acres for the Cross Keys subdivision which this would be part of the Cross Keys subdivision that is already in the city being developed. Mr. Sloan has quite a bit of detail here that he is passing out to you that shows the location of this property and what the plans are.

Planning Commission

June 28, 2004

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Sloan:

I'm Charlie Sloan, the owner/developer of the 160 acres. What I have given you tonight is a drawing. This has my property which is the west 160 acres and then the McBryde property which is attached to mine on the east side running parallel. I am working with the McBrydes to help them develop theirs at the same time that I'm doing mine. What we have proposed here is a subdivision, we do have floodplain in this subdivision. We knew that going in. One of the questions that I had was what to do with that floodplain which would be open field for the neighborhood to look at. One day it dawned on me why not putting in a first T golf course for kids. It is across the street from the Boys Club and was it possible. We went and talked with the Boys and Girls Club, visited with them for a little bit and they said yes, that they would be interested in doing something if we could build it and make the revenue neutral for them so it didn't cost them anything to maintain. We sort of put our heads together and talked with a couple of other developers in that area that are already under construction right now and asked them if they would be willing to participate with us and they said yes. We are trying to take the floodplain, we have had a wetland study done and are avoiding all of the wetlands and we decided to see if we could get in a nine hole golf course. We have talked with the First Tee again to see if they would be interested in helping us out with the golf course that teaches kids nine core values. We plan on having lots that will range in different sizes from 145' lots to 95' lots around this golf course and down to the south of it. We do expect to bring this to you in phases. We are probably not going to go out there and do this all at one time. Knowing the city's situation with the sewer plant we do know that we have to do this in phases according to plan. Obviously, we are not going to build streets and get lots ready and find out that we don't have capacity. We understand that but we do already have the property. On the south corner coming up on the McBryde's southeast corner there is about 11 acres in there. Some is in the floodplain, some is not. There are some wetlands around it. Rather than try to work our way into the wetlands we decided just to make that a park for that area. That is what we would like to have. Once again, whoever maintains the golf course and has ownership has to maintain the park. Basically, what we are trying to do is put this in and offer it to the Boys and Girls Club to offer kids golf. It shouldn't cost them anything. There are scholarships to buy clubs for kids who can't afford it. It is a good amenity. There is still a lot of meshing of different people, architects and engineers that it has to go through. A lot of things that we did ask for is that it has to be environmentally friendly because there is a creek around this. We don't need to build pebble beach. We need to build a golf course that has low maintenance, something natural that keeps fertilizers and things like that down to a minimum. There are a lot of issues that we are trying to address. We will maintain a minimum of 20' buffer off of the creek. We have had the Corp. of Engineers out there with us. They have looked at our plans and said that they did not have problems with anything that we

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were trying to do. We will need detention and things like that so there are a lot of issues still to address. What we would come through first would be the portion abutting Persimmon Street. We are building Persimmon Street now in the first phase of Cross Keys. We are building from 46th Street and over to the Nock property and the McBryde property and then it is going to be taken on over to Ruppel Road for the Boys Club. Other than that, with staff's recommendation, we have met with other developers that are coming through tonight to get together so good things could happen that would benefit each one of us. One of the things that we talked about that is not on my plat and I don't think it is really on his yet because it hasn't been worked out, we talked with the Corp. about maybe not having Ruppel go straight south, go to the south of the property that the school would like to purchase and bring it away from the wetland area, south around the valley basically versus putting it on the side of the hill as it does now. Those are some issues that will have to be worked out. Right now it is just a concept plan. We feel comfortable with that 1.5 Bill of Assurance for my property and the McBryde property together. We left a little bit of flexibility. We did look at the RSF-2 zoning and the problem with that is that it requires the 100' lots and some of these lots are 90' or 95'. It is almost like a great thing for a PZD except it has so many people that would have to come together to make this work. We would like to at least go ahead and get started to build the road across there. We would like to get that started and then get some answers basically on what we need to do further to the south. We can do this in phases. This phase is going to be based on what city capacity is. We have been working closely with Greg Boettcher since a year ago on this thing to know what the capacity of the treatment plant was at knowing that if I purchased this property could I have capacity in 2006. We know that there are issues to face on this project. That is sort of where we are at. I bought my property January 9th. The McBrydes have owned their property for 24 years. We did not go out and make this decision based on the school. We made a decision to do this project. The Jowers asked me if I would be interested if they wanted to sale. Jean and I have been friends for years. They have been gracious to work with me and give me the opportunity on this project. We have already paid for it and purchased it. It is the same price whether it is in the floodplain or not. We did think that maybe bringing an amenity to Fayetteville would be great. I did talk to First Tee and there will be a First Tee golf course in Northwest Arkansas. They are fishing for a home. I would like for it to be in Fayetteville. I would like for it to be on this property. Right now I think that is where they would like to have it at.

Ostner: I will open the floor to public comment at this point.

Ralston: Good evening. I'm Linda Ralston. I'm fairly new to the Planning process. I just want a clarification. I know it was comment about the

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RSF-2. I just wanted that clarified, it sounds like maybe a portion of this is commercial so I wondered if that all ties into the same zoning area. Are there different zonings? That is a comment just from being a little bit green. Also, through this area that is being talked about for Rurple Road and Persimmon and along that. Rurple Road I believe is no longer on the master street plan to go all the way through to Hwy. 62 or 6th Street. There is a lot coming together right in that area and I'm greatly concerned about a cul-de-sac almost bottleneaking.

Ostner: Thank you. Would someone else like to speak?

McGuire Bowman: I'm Dr. Kathy McGuire Bowman. I live at 2742 N. Cheryl Avenue. I'm actually almost reduced to hysterical laughter. I don't even know if I will be able to speak because I believe I have just heard that the disadvantaged children of the Jefferson School neighborhood are going to get to trade their neighborhood school for a golf course! That is just what they need. I would be curious whether this Greenwood/Sloan annexation included a golf course when they brought it before you before but decided to table it. If not, I would say that there has been some influence by those of who has been trying to take a closer look and maybe resisting all of this annexation because these people are now trying to put in amenities to make these things more attractive than what they might have been before. I do appreciate your hard work of sitting up here and doing all of the studying that you have to do. I want to say again almost hysterically, that we just got a notice from the tax assessor for our land. We have some land in Goshen and it's value has gone from \$36,000 to \$75,000 in one year and we don't even have sewers or a school or anything. Definitely things are going on here. I just want to point out that I imagine that the reason that this Greenwood/Sloan annexation came forward when it did, which was a couple of months ago and right at the same time as the McBryde/Sloan is because of the location of the school on the McBryde/Sloan plat. It was immediately after the McBryde/Sloan property was chosen as the most possible location of Jefferson School that this annexation came out. I just wanted to point out again that there is a tremendous relationship between school placement and development. I do feel in terms of the annexation task force and even getting the right of citizens to speak at the school board that it is really all too late. That the very wise entrepreneurs and business men and investment bankers in town have done wonderful long term planning and are all ready to leap out with everything already all planned, a ten year plan for schools and all of these things and before we barely have time to wake up it is going to be over. It is going to be over tonight a lot of it might be. Anyway, I don't know if we should annex or not. I am more looking at the relationship between school placement and development. With this school placement out here the Westside development is taken care of. Next it will be the Cummins Park school on the south side and that will take care of the development

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out there, acres of development added on. Then there is going to be the Hissum School on Hissum Lane going out toward Goshen on Hwy. 45.

Ostner: Ms. Bowman, there is no school called for on this project that we are talking about tonight.

Bowman: We'll look at McBryde/Sloan to see if there is a school called for there either and we will wonder why not. Anyway, I just want to make a relationship between all of this annexation. It wouldn't be going on right now, they wouldn't have come forward except that the school got placed out there.

Ostner: Thank you. Are there other comments from the public? I am going to close it to the public and bring it back to the Commission. We have talked about both annexation and rezoning in the same conversations but really we are only looking at the annexation item first.

Anthes: In contrast to the last annexation that I voted against I do find that this particular parcel seems to fit more of the criteria for annexation guideline policy. One is that it is a piece of property that is tucked in a pocket that is almost completely wrapped with the City of Fayetteville. It is much closer to density and to a commercial neighborhood node at Wedington and Ruppel and the Boys and Girls Club and a R-PZD that we just approved for Ruppel Row and the fire station. We have density there that seems to speak to this property having more pressure for development than perhaps some of the more outlying areas. Also, we do have quite a large amount of environmentally sensitive area within this property that I would hope that the city could work with on. I had no idea about this golf course and the annexation, which way we choose to vote one way or the other has nothing to do with whether this amenity is offered. I will say that protecting that water way and making sure that whatever happens there, whether it is a golf course, greenspace, dedication or whatever, is handled in a way that contributes positively to the tributaries and streams in the area. If this is 160 acres, which seems to me is large, and would be something that I would be looking for a fiscal impact assessment on. However, since it seems like we have not ever required those before nor has the annexation task force, from what Commissioner Graves was saying, it doesn't seem like they are going to be requesting those reports. I guess I'm not going to let that hold me back on this site.

Graves: I don't necessarily think that the taskforce won't be asking for those kinds of reports. I think that the taskforce is looking at a wide range of things such as recommendations to make amendments to the General Plan when that occurs next year. Recommendations for the ordinances surrounding annexation and some guiding policies for annexation. The chance of getting a fiscal impact study for these particular properties in the time

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frame that the taskforce has been organized could not have occurred. It is information that the taskforce is certainly interested in and has inquired about. I would expect that information much like the sewer impact study that everyone waited on last year on annexation. I would expect that some of that type of information would be forthcoming as a result of recommendations coming out of the taskforce. It probably isn't something that we are going to see right away on some of the things that are coming before us in the meantime.

Shackelford: Staff, part of this request we have been given a Bill of Assurance limiting density to 1.5 units per acre. Just for the record to make sure we are all on the same page, Commissioner Vaught asked earlier what goes into the denominator of that calculation. We have talked about this area being a golf course and possibly greenspace that would be dedicated. You made the comment earlier that if it was a park that it would not go in to the calculation for density. What about if it is as proposed a golf course or if it is required to be set aside as greenspace? Would that go into the calculation for density?

Warrick: That is an issue pertinent to the rezoning which will be the next item that we are talking about. Not knowing what is going to happen my understanding is that 1.5 that is being offered with the Bill of Assurance for this project covers the whole 160 acres. We would certainly have to look at all of the variables with regard to whether or not the Parks Department wishes to have that property dedicated to the city so that it would then be under the city's ownership for the golf course. I am not sure that that is necessarily in the plans for this particular site. The golf course is relatively new for all of us I believe. Right now my understanding is that the offer by the developer is a calculation of 1.5 density over the entire 160 acres.

Shackelford: Obviously I am jumping the gun and talking about rezoning before we talk about annexation but I've already started so I'm going to finish. What about as the applicant indicated this thing comes in and is phased? Will the Bill of Assurance limiting it to 1.5 per acre, I don't understand how that is going to work because they bring in the first phase that is probably going to be greater than that density thinking that they are looking at the overall piece. How would you approach that as staff?

Warrick: Honestly, for this particular site it is a little bit problematic to look at one overall zoning. The speaker who made the first comments with regard to the golf course questioned the zoning and whether that was a different district and how that would be handled. We did some quick checking and golf courses are permitted in certain zoning districts but not in residential zoning districts. My suggestion would be that this area, because of the varying densities that the developer appears to be proposing and because

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of the amenities that they have proposed with the golf course if it does come to fact and also the fact that there is a portion of this property that is covered by floodplain and floodway. This is a site that falls under the criteria that we would encourage a developer to process a Planned Zoning District. At that point they have some latitude with setting out densities and lot sizes and different types of community open space, which is part of the idea with regard to this golf course area if I'm understanding it the way that I believe it has been presented then it really does kind of fall under those types of projects that we would encourage someone to process as a Planned Zoning District. It is not something that really fits into the package of one existing zoning district for every portion of the site.

Shackelford: With that I have one more question. Have we seen a situation and is it possible to have a PZD when you have a project that encompasses more than one tract of property which brings in more than one applicant as this proposed development does?

Warrick: I think as long as all of the applicants were willing and served collectively as one voice then it is possible to do something like that. In many cases we see groups of individuals come together to make a request for a commercial development or in some cases an annexation. You will see later in the agenda there is an annexation proposal that has several different property owners represented in the petition. That is something where collectively it works better than individually. It is possible.

Ostner: My concern is that this is a terrific drawing. I've never even heard of First Tee and I'm blown away. It is an amazing concept but with an annexation and rezoning it is really just a suggestion. The applicant, good intentions aside, is not legally bound to this drawing. This is an idea that he wants to do. Mr. Shackelford raised a great point. If we rezone to single family, Mr. Sloan could run into a problem trying to rezone the golf course, can't get it rezoned and suddenly two years from now the golf course isn't built. I just want to make it clear that if this were a PZD we would have a lot more certainty that this terrific concept could be brought through. We are simply considering the annexation and the land use rezoning at this point.

Vaught: I guess my opinion on it is we need to look at whether we think it is appropriate to rezone and then we need to establish an appropriate rezoning, with or without a Bill of Assurance, with or without these concept drawings. Let the developer, if this is what he wants, work with city staff and hopefully he would be amicable to bringing forward a PZD. He understands the complications with breaking up a zone like this in these ways because you would have to break up the lots and then it gets funny with the Bill of Assurance and how do you calculate the 1.5. Those are a lot of my questions, even floodplain and actual creek acreage. I

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don't know if that is included in the calculation. Is it included in the calculation of the 1.5?

Warrick: My guess is that it is. This is relatively new information for us.

Vaught: In my opinion it is prime to be annexed. It is definitely a residential area of town with its location and with what is going on around it. With the Boys and Girls Club and with our statements that we would like to see heavier density in some areas like Ruppel Road and some of these new areas that have come in. I would almost think that 1.5 units per acre is too low but I think that with the amount of floodplain that's where we are falling into that 1.5 units per acre because we can't build on a lot of this site. I would hope as a PZD we could possibly work with the applicant. If they came to us as one 240 acre site that would be a situation like we had on Wilson Springs where we had such a large area that the engineering work that had to be done on the site was overwhelming. It could possibly be one of those more confusing PZDs would be correct in this situation.

Ostner: Thank you. Matt, on 7.10 and 11 can you explain a little bit how I'm to read this? I'm understanding that there is sewer capacity for these projects but if you could just touch on how to read your charts for me.

Casey: The chart here on 7.10 lists the three major lift stations in the area. We are looking at Owl Creek lift station for this area but it also pumps directly into Hamstring Creek. Any impact we have on Owl Creek will also impact Hamstring Creek. What we have shown here are the estimated remaining units left that could be added to lift stations. If we add 200 units to the Owl Creek lift station we also need to figure that into the impact of the Hamstring Creek also. On the next page, Dawn may need to help me on this, I have not seen this table before. That was something that our Planning Division put together.

Warrick: I will try to help. On page 7.11 what we've tried to do is give the Planning Commission and City Council an understanding of what impact on that determined remaining capacity on those three lift stations on the west side of town that new development would have. This goes back to some degree to Ms. Clark's conversation earlier about having available the ability to serve new developments. We have in the first table included the various projects that have been submitted and processed through the city. The last four are items that we are seeing tonight but those are projects that we have been considering since the study was released. That study gives you the numbers on page 7.10 as available units or remaining capacity on each of those lift stations. Those numbers represent the maximum based on the zoning district that each of these developments have requested. It is not real numbers with regard to approved Preliminary Plats. It is a maximum density if it was fully developed at

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that zoning that is being requested. We have calculated that out and projected remaining capacity, which is the last column in the second table on page 7.11. That indicates that there is remaining capacity in each of those lift stations to accommodate proposed developments at full density build out.

Ostner: This is with our current sewer system and is totally independent of our project?

Warrick: That is correct. That is without the Bills of Assurance that this developer has proposed. This is at the density that the underlying zoning would allow.

Ostner: The Bills of Assurance lower these numbers?

Warrick: Yes, they would lower these numbers significantly.

Vaught: If we approve this with the Bill of Assurance if he comes back through with a PZD it will trump that Bill of Assurance, is that correct?

Williams: That is correct because in fact, it would be a rezoning. It is like if he came back with a different kind of zoning that was approved and then the most current rezoning folds.

MOTION:

Shackelford: In an effort to keep this thing moving forward, I agree with the comments that Commissioner Anthes made earlier. I think that this annexation makes a lot of sense based on where it is in relationship to the other standards that we are charged to look at. I am going to go ahead and make a motion that we recommend approval of ANX 04-01.00.

Clark: Second.

Ostner: I have a question. I'm not sure if staff can answer it. On our findings our services, fire police and engineering have given us their report. On page 7.12 the Fayetteville Police Department's approval letter says that this project will not alter the population density or create an appreciable increase in traffic danger and congestion in the area. Wedington is a problem. It is less of a problem since it was widened. The Wedington/Betty Jo area is very problematic. I'm wondering what the capacity of Wedington might be. How close to capacity Wedington is flowing now. The accidents and the length of wait at that signal. I believe traffic should be right in here as an infrastructure that we have a finding for. I'm not sure the qualifications of the police department to consider the engineering of traffic flow. I would like to believe that they are fully

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capable. I'm not sure they are. That is my question. Can you address any of those issues?

Warrick: I can request reports and traffic counts on that area to get an understanding. I can tell you that the Highway Department is working on improvements to Wedington west of Ruppel. Ruppel Road east all the way into Garland to Gregg Street has been improved and the Highway Department currently has a project that they are working on widening Ruppel Road west I believe to Double Springs but I can get you the information on that. That is a project that they are currently under way with. I believe that they are looking at rights of way acquisition and easements and utility relocations at this point in time. That is something that I can tell you. I can also say that when the Police Department is reviewing this they are reviewing this for annexation of vacant land. Annexation of vacant land doesn't necessarily cause any new impact. A development certainly would. Their evaluation of an annexation is to determine whether or not they can reasonably serve it and whether or not they serve that existing development in that area right now.

Ostner: It is the same form letter for the rezoning as well.

Warrick: It is. I encourage them to evaluate that specifically as well. If they give the same area then I have to take it on faith that they have reviewed it. They go on our Zoning Review Tours with us and they look at these sites. In this particular area yes Wedington does have a tremendous amount of traffic on it. Hwy. 62 does as well. These projects that we are considering, this property specifically is right in between the two. The city is currently building Broyles Road which is the north/south connector street between those, at least to the south end of the city limits of Fayetteville where it will be picked up and exist in the city of Farmington. Then we have Ruppel Road which is projected to connect Hwy. 62 and Hwy. 16 but it can't unless development occurs along that corridor or the City Council determines that is the high priority and it becomes a capital improvement project on one of the city's future capital plans. Persimmon is a projected connector street east and west between Hwy. 62 and Hwy. 16 is being pieced together as various properties develop. That street will connect Double Springs Road to Shiloh Drive, the outer road to I-540. Like I said, it is built in pieces and it is getting there but it won't be complete unless property is developed on either side or unless the City Council determines that is one of the highest priorities with regard to capital improvements that needs to be installed by the city. That is what I can tell you about the infrastructure in the area. I can request accident reports and traffic numbers and things like that if you would like.

Ostner: I would like to know more about the traffic. The strategic plan that the Council came up with and are very proud of it has a goal of improve

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mobility and street quality. The top action for 2003 was an east/west connectivity plan. We have lots of east/west corridor issues in this town. I believe that Hwy. 62 and Wedington are two great examples. I'm not sure when we are going to solve them if we don't at least examine them now when we are looking at annexing 160 acres. Those are my concerns. I agree with Commissioner Anthes that this project is very different from the last project much further west that we looked at. I would be more inclined to annex this area. Is there further discussion? Could you call the roll?

Roll Call: Upon the completion of roll call the motion to recommend approval of ANX 04-01.00 was approved by a vote of 9-0-0.

Thomas: The motion carries by a vote of nine to zero.

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Ostner: The next item is the tandem item on this same piece of property, RZN 04-11.00 for Greenwood/Sloan. We have already heard the staff report. Are there any members of the public who would like to address this rezoning? I am going to close it to the public and bring it back to the Commission for comments.

Vaught: I have a question for the developer. I just wanted to make sure you understood a lot of these issues that we have been talking about.

Sloan: Yes. The golf course has been involved in this thing since the day that I walked in and told Mrs. Jowers that I would buy it. That was two days before we made the decision and that was almost a year ago that we were going to put the golf course in. I have spoken with a few people in Planning about it. We didn't want it out in public or anything right now because we still have to bring a lot of entities together to see if we could make it work. I don't like the fact that people think that I just brought this up to the table. It has always been on the table and I can bring witness after witness in here. Some of them are city employees. I see the problems with it. It probably should be a PZD. I don't mind pulling the rezoning and coming back with basically the same drawing and having the surveyors break out the boundaries and everything. Would a concept plat fly through versus doing the whole thing? I know that this got to be a question before. I guess in a sense that we can bring a concept plat in and then each phase completely drawn to actual scale and things like that. We can easily get the boundaries because we know that we are going to work within limited boundaries for the golf course. We know that the front lots are all going to be 300' deep. We have already made that determination. We just put the line 300' south of Persimmon and said that's it for those. We know where we are at there. You guys suggest the best way to do this and we are willing to work with it. That's not a problem pulling it back. I didn't realize the golf course needed to be in a separate zoning district. Homes are on the golf course. I have never built one and wouldn't be doing this except for it's a First Tee situation and it is worth the effort that we have to put in for it and we have enough people to support it. Once again, I don't mind bringing it back as a PZD. We would love to do concept rather than doing sewer and trying to work out everything on the last lot and the whole project may be two years away or three years before we can even break ground on it. That is the only question I've got. You guys advise us and we will try to work within that advisory. I see the problems I would have with the zoning. We were hoping that the Bill of Assurance would be the thing. Some of it was because all of the sudden we were asking for the RSF-4 and it looks like many homes could go in there. We are not looking for that. That was the reason for offering the Bill of Assurance that we wouldn't exceed that. I did not realize that the golf course needed to be in another zoning district.

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Vaught: I would say that is something that you need to work with staff on. We have one other really large PZD that has come through as something similar. I don't know how it would work with a residential PZD or whatever this winds up being. That was more of a residential section and commercial section with defined lots. I don't know how it works.

Warrick: We have within our ordinance the mechanism to look at this the way Mr. Sloan wants to have this. You mentioned the springwoods Planned Zoning District. In that development they had 289 acres and broke it out into nine large lots and identified land use and density for each of those lots with the expectation that we would then follow that up and see development proposals on each of them. One thing that was unique about that project is that much of the infrastructure was already existing at least to provide access to each of the large lots that was being created because it is surrounded by various city streets. We are right now processing through the development review, two subdivisions for two of those lots that were created in the springwoods PZD. We are looking at lot 3 and lot 5 which are both single family subdivisions. I would suggest that we might be able to treat this in a very similar fashion where we look at the whole 240 acres and say that this large tract will be single family residential developed at a density of "X". This large tract would be commercial recreation developed for a First Tee golf course and then take it out in chunks that basically matches an appropriate development pattern. We would be looking initially at just blocks of property, large lots that would have to be followed up by Preliminary Plat or Large Scale Developments, whichever is appropriate, for each of those large lots under the conditions of the zoning that is set for the PZD.

Shackelford: Just a follow up question on that for the record. That, as you explained it, wouldn't be that much different from a developer's standpoint than doing it in phases. If you do Phase I of A,B,C subdivision and then you do Phase II you have to come through with a Preliminary Plat and that sort of thing, is that correct?

Warrick: It would be very similar to that although we would look at the whole grand scheme of things, the whole master plan up front to understand the relationship between the various uses and densities the major street connections that need to be talked about and identified at that time as well.

Vaught: All that said I don't think we should pull the rezoning request. I think that we are bound to assign some zoning to this and if we do nothing it is assigned R-A, which I don't necessarily think it is appropriately zoned. I think that we are bound to set some sort of zoning.

Ostner: I believe if we do set some sort of zoning we, in our minds, need to forget about the golf course, which is not compliant with the zoning district we

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are granting. We are granting a zoning district, we are granting a density, we don't know about the golf course. I just wanted to clarify that.

Anthes: I'm encouraged to hear the developer discuss the possibility and probability now of a PZD for this property. The reason why is because I look at that R-1.5 and I look at the proximity of this to city services and commercial nodes and I find that density to be alarmingly low in certain parts of this parcel. That doesn't mean that it would be alarmingly low over the entire 260 acres. Some graduated use of possibly mixed density, mixed income and other uses rather than mere single family homes, particularly when we have talked about accessibility to things like golf courses. In fact, in looking at this where you have the lowest density might be something that I would ask you to look at possibly exchanging for the higher density and vice versa. That is to give more people access to the public amenity rather than fewer people access to the public amenity. Give more people public access and a closer walking arrangement to an already more dense zoning, which I think is about 7.9 units per acre just north of here and the commercial zone and the Boys and Girls Club. I'm heartened by that. I would like to see this come through as a PZD and I think one way we could do that if the applicant is willing is that we could table the rezoning request for reconsideration, which I believe we have done before on following an annexation. I will move to table RZN 04-1100.

Allen: Second.

Sloan: Does that allow us to come back with a PZD?

Anthes: Yes.

Sloan: I would do that. That keeps you guys thinking.

Shackelford: If we make a motion to table do we need to put a date specific on it or what are the repercussions of the motion as it stands?

Williams: You have some choices on that. You could have a motion to table to a definite date or you could motion to table indefinitely upon request of the applicant to get back on the agenda. You can do either way. Sometimes in parliamentary procedure a motion to table indefinitely is also a motion to kill because it usually means something doesn't ever come back up and I don't think that is your intent.

Shackelford: That was my concern because I don't think that is our intent either.

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Anthes: I will restate my motion. I would move to table this rezoning request until time that the applicant requests it comes back before us with a different classification.

Allen: I will second.

Vaught: By tabling it we are not allowing him to jump right in where he was with a PZD, does he have to start all over with a PZD?

Warrick: A PZD is kind of a different ball of wax. It does go through a different review process than a rezoning does. We will have to start at the initial stage in looking at this as far as the development and land use classifications. To some degree he is starting back at the beginning but it is not just a request for rezoning at that point. It is a request for zoning and development combined approval. We are really getting back to the beginning with the development portion of it.

Vaught: By tabling this rezoning we are probably never going to vote on it again.

Warrick: Not as an independent rezoning without a development. If the developer does what I think he will do, which is process a PZD. The only thing in a PZD you do not hear that zoning independent of the development.

Vaught: Because of that I feel it is appropriate for us to go ahead and assign the zoning that we think is appropriate and a PZD will trump that when it comes back through.

Shackelford: I concur. I don't want to be problematic, especially with where we are on this agenda and where we have to go. I don't think that if we go ahead and make a recommendation for a rezoning that that has any affect whatsoever in this applicant and following the applicant's ability or desire to bring forth an R-PZD. I think that we need to look at this in tandem as our ordinances are written now and that we request annexation and assign a zoning to it. I think the question before us is RSF-4 appropriate given the surrounding land use of this property. I think that it is. I would like to go ahead and in the nature of what we are supposed to be doing, go ahead and recommend approval of that rezoning. Again, this is a recommendation for approval by the City Council so it will be reviewed there. Any development that came through on this would have to come back before this board as well. I don't think that we are giving up any control. I think we are keeping this thing moving so we are not asking the applicant to start over and we are not in any way inhibiting his ability or desire to bring forth an R-PZD.

Anthes: I respectfully disagree and that is because on 160 acre tract in this location I don't feel that there is one consistent zoning that makes sense across the

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entire property and therefore, I couldn't find for one. In addition, I feel that there is a motion on the table and that that needs to be heard and I don't intend to withdraw it unless there is a procedural problem.

Williams: The motion to table would take precedence.

Sloan: What if we just went R-A right now? Let me just do the R-A and then we will come back because we were going to do the golf course and obviously, I need more density on the southern end of it. I don't mind coming back through if that is what we need to do to make this thing official.

Anthes: The reason why is if something happens and Mr. Sloan sells the entire piece of property then there would be development by right to a certain level of density that we haven't been able to study yet for it's appropriateness. That is why I would rather leave it either tabled or at a low density in favor of the PZD.

Warrick: If this rezoning request were withdrawn the annexation continued on, and if it were approved by Council then the default zoning designation would be applied to this property as R-A. Thereby basically resulting in what you were talking about and the property having to come through some sort of approval process to be developed with any density other than one unit per two acres. I would be willing to bet that the applicant wouldn't mind withdrawing in light of that result.

Anthes: Can I ask if the fees that are paid towards this rezoning request would then be able to be transferred to the PZD process?

Sloan: I'll answer that for you. No.

Warrick: We have spent a lot of staff time and materials on this. I'm pretty hesitant to do that.

Ostner: Mr. Sloan, would you like to withdraw this rezoning request? Currently we have a motion to table.

Sloan: R-A is fine. We will come back through with a PZD. I just don't know how fast the engineering firm can come back with the information. That's the biggest thing is just trying to coordinate everybody. That is the reason we were trying to stay with sort of a blanket zoning until you get about four different entities together and everybody fights over how many square feet they need for this or for that amenity and then what's left we will develop with residential. I'm not sure how quick we can pull that together but that was the reason for sort of avoiding the PZD. We did the PZD across the street. I liked it. We come to you, we show you exactly

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what we are going to do, we guarantee we are going to do it and it makes the neighbors real happy. It is the same thing here except because of the time constraint, can we get in, do we spend more money knowing whether we are going to get annexed in or not. That was one of the issues and then can we get zoned so that we can do a concept like this. I guess that is where a PZD needs to be looked at as a concept PZD. That would be a strong issue. To me that is a great idea to allow us to run it through here. We don't spend as much money and time and then come back with all of the real drawings and everything else.

Ostner: It would seem to me procedurally that it would be more helpful for the Council to see this thing tabled than as an annexation with a withdrawn rezoning request. I would suggest that we go ahead and vote on the tabling on your behalf.

Warrick: I thought the annexation was already approved.

Ostner: By us.

Warrick: Now the request is...

Ostner: I'm just thinking in these chambers on a Tuesday night they have to look at an annexation with no rezoning request.

Warrick: They will have your minutes and they will have your recommendations and I think that there is a clear understanding of the expectations that we look at this as a comprehensive development plan and determine appropriate zoning based on the development plan for a PZD. I don't think that is too far of a reach from the policy that they have set out. Again, it is a policy that they look at those items together. It is really your determination. If it is tabled it is expected to come back as some type of zoning request. That is a little bit problematic because it wouldn't really be the same type of request. Very likely there would be additional land included in the PZD than just this 160 acres.

Vaught: I have a question. By not voting on annexation we are recommending R-A as an appropriate use of this thing. I don't think it is an appropriate use for this land. I think that we should put something on there because a PZD may never come before us. We don't know. He is intending to but something could happen tomorrow and it doesn't happen so we have to look at what is appropriate for this area. R-A is not and by right they could develop that to R-A. That is an area that we have talked about wanting something more than R-1.5 per acre. By R-A you are saying one per two acres.

Anthes: I'm saying to table it which is not R-A.

Planning Commission
June 28, 2004
Page 65

Vaught: It is R-A right now. If we don't send something forward it is R-A. I think that we should send something forward with it. I think that we need to consider the zoning and if R-A is not appropriate we should make a recommendation when we vote on annexations.

Ostner: I understand your concerns. I would tend to disagree. Land inside the city limits that is zoned R-A is not cost effective. When you are a land owner and you are sitting on R-A you are passing up a lot of opportunities. I believe the market speaks when R-A is zoned into the city it is going to be rezoned. R-A is not that bad. We have a motion to table unless he would like to withdraw.

Clark: Mr. Sloan, do you agree with tabling this so you can come back with a PZD?

Sloan: If I am tabling it and we go through and are annexed in we are automatically R-A anyway. If that is the consensus then we are fine with it.

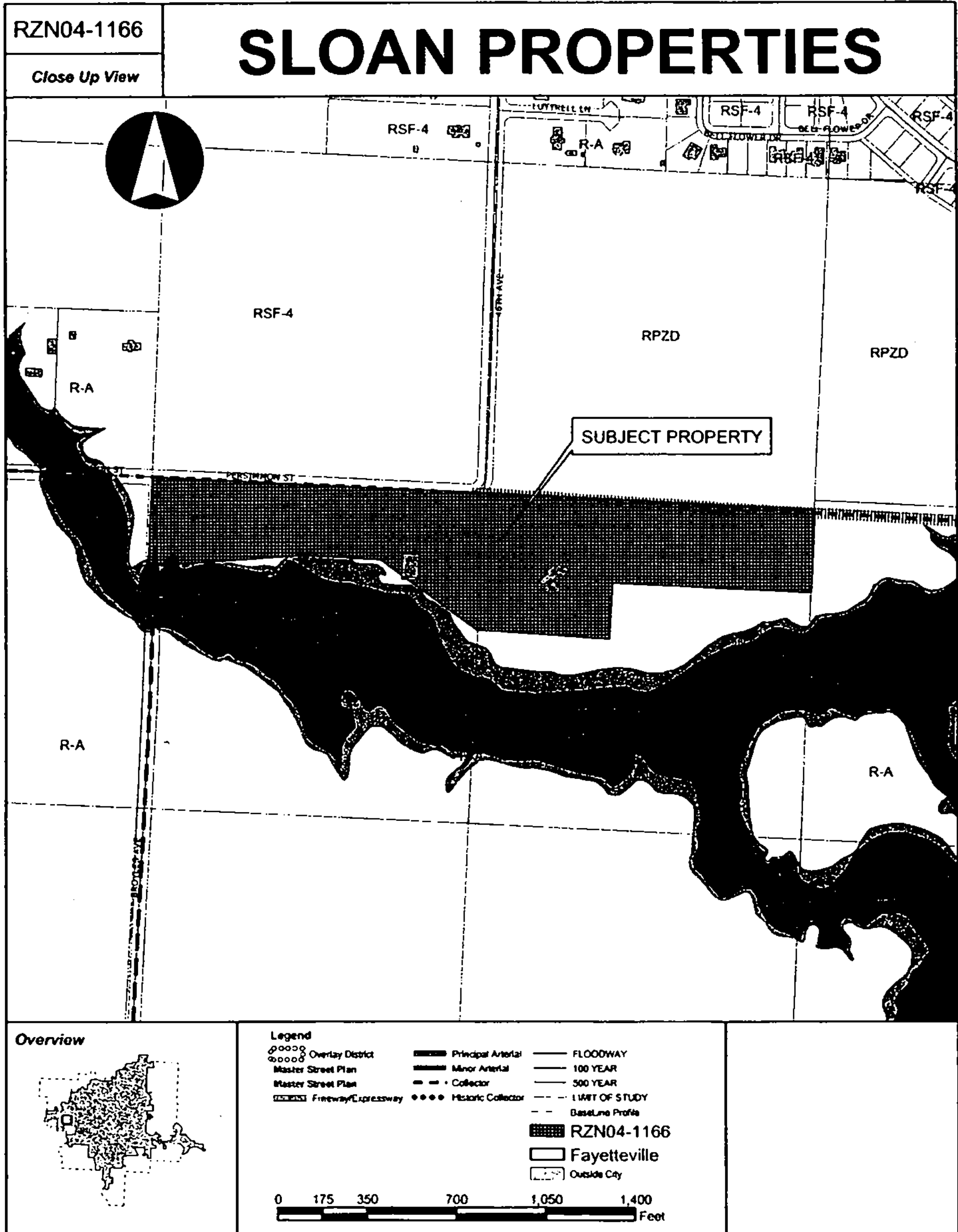
Ostner: We have a motion and a second to table.

Sloan: We are tabling but technically if it gets annexed in we are going to be R-A anyway.

Ostner: That is how it will go. Is there further discussion to vote on the issue of tabling? Renee, could you please call the roll?

Roll Call: Upon the completion of roll call the motion to table was approved by a vote of 6-3-0 with Commissioners Shackelford, Vaught and Graves voting no.

Thomas: The motion carries by a vote of six to three.



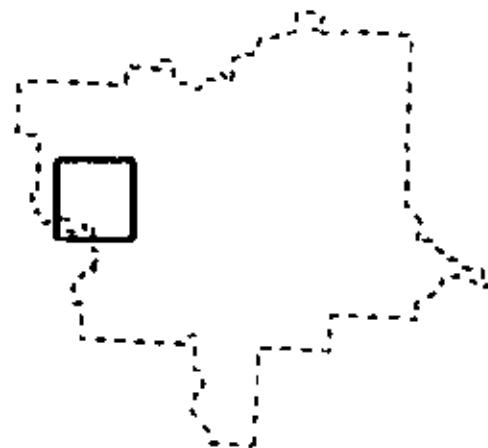
RZN04-1166

One Mile View

SLOAN PROPERTIES



Overview



Legend

Subject Property

RZN04-1166

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

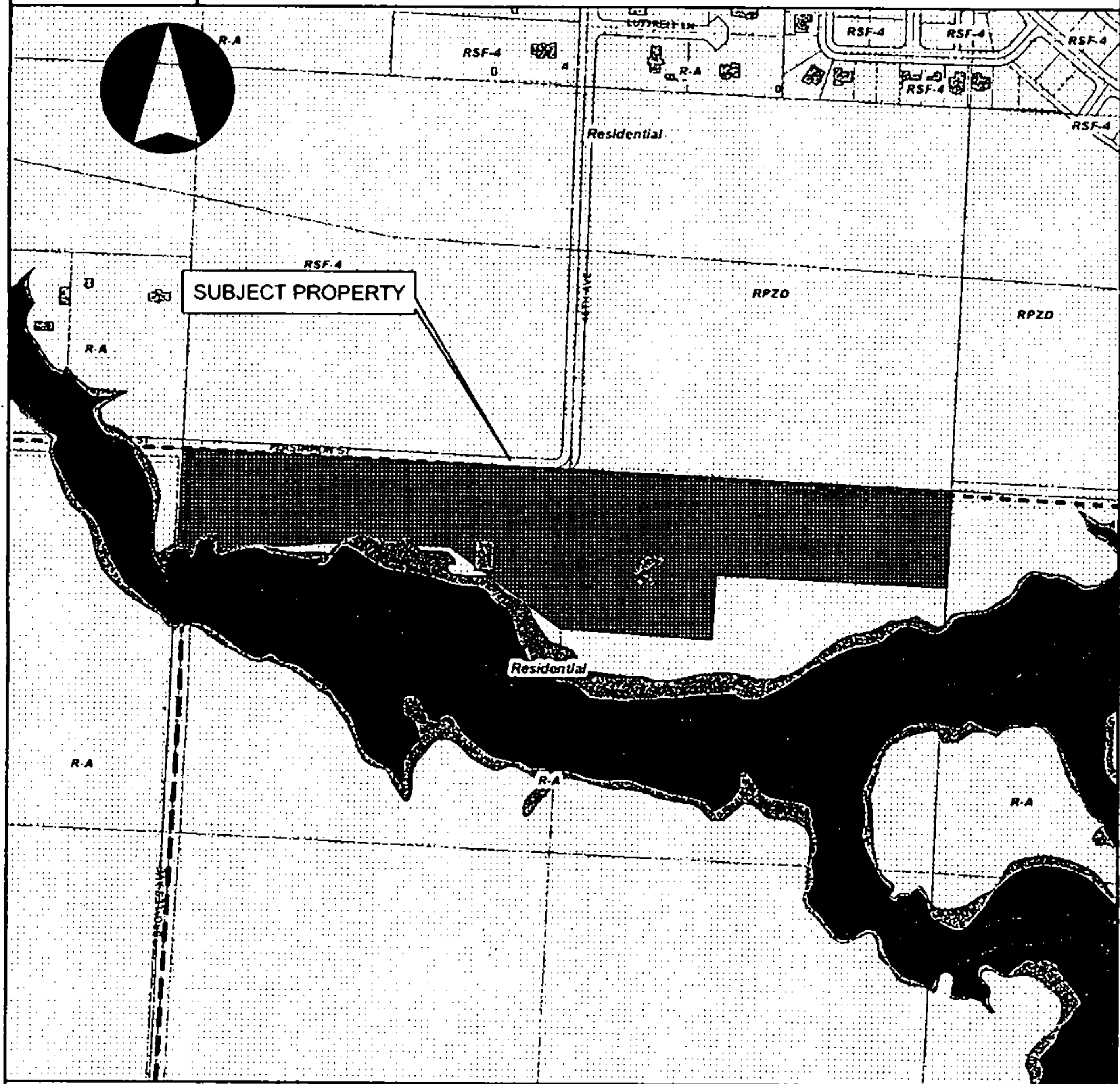
Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

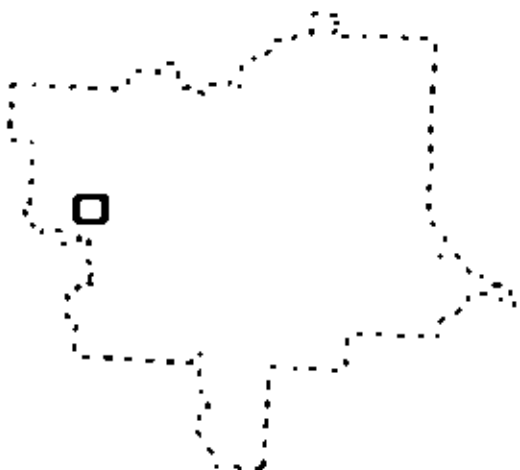
RZN04-1166

Futuro Land Use

SLOAN PROPERTIES



Overview



Legend

Subject Property

RZN04-1166

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 175 350 700 1,050 1,400 Feet

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of: October 5, 2004

FROM:

Dawn T. Warrick

Planning

CP&E

Name

Division

Department

ACTION REQUIRED: Ordinance Approval.

SUMMARY EXPLANATION:

RZN 04-1166: Rezoning (Sloan Properties, pp 477): Submitted by Raymond Smith for property located east of Broyles Avenue and south of Persimmon Street. The property is zoned R-A, Residential Agricultural and contains approximately 22.94 acres. The request is to rezone the subject property from R-A, Residential Agricultural, to RSF-4, Residential Single-family, four units per acre.

STAFF RECOMMENDATION: Approval

Dawn T. Warrick 9/17/04
Division Head Date

Received in Mayor's Office

9/20/04
Date P.H.

[Signature] 9/17/04
City Attorney Date

Department Director Date

[Signature] 9-20-04
Finance & Internal Services Dir. Date

Cross Reference:

Previous Ord/Res#: _____

Orig. Contract Date: _____

[Signature] 9-20-04
Chief Administrative Officer Date

Orig. Contract Number: _____

New Item:

Yes

No

[Signature] 9/21/04
Mayor Date



CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator *DW*

Date: September 17, 2004

Subject: Rezoning request for McBryde (RZN 04-1167)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 5.01 acres of property from R-A, Residential Agricultural to RSF-4, Residential Single Family – 4 units per acre.

BACKGROUND

The City Council passed Ordinance 4597 on August 03, 2004 thereby annexing 80 acres of property south of Persimmon Street. In the absence of a formal rezoning request, the property was given a zoning designation of R-A, Residential Agricultural. The applicant requests to rezone the northern 5.01 acres of the 80 acre property. The property is currently vacant. Persimmon Place, Cross Keys R-PZD, and Ruppel Row R-PZD are located north of the subject property.

The applicant requested the property be rezoned from R-A, Residential Agricultural, to RSF-2, Residential Single Family, 2 dwelling units per acre. The applicant's intent is to develop large single family residential lots south of Persimmon Street.

Staff recommended approval of a rezoning to RSF-4 for the subject property. Rezoning the property to RSF-4 will increase the density, allowing for more intense residential use of the property and allow for development compatible to surrounding residential subdivisions.

DISCUSSION

This item was heard by the Planning Commission on September 13, 2004. The Planning Commission voted 8-0-0 to forward this rezoning request to the City Council with a recommendation for approval to rezone the subject property RSF-4.

BUDGET IMPACT

None.

Left on 1st reading 10/15/04

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 04-1167 AS SUBMITTED BY RAYMOND SMITH ON BEHALF OF BRYAN MCBRYDE AND SLOAN PROPERTIES FOR PROPERTY LOCATED AT THE END OF RUPPLE ROAD, SOUTH OF PERSIMMON CONTAINING APPROXIMATELY 5.01 ACRES FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, FOUR 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 _____, 2004.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
RZN 04-1167

PART OF THE NW ¼ OF THE NE ¼ OF SECTION 13, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID NW ¼, NE ¼ THENCE S87°04'20"E 742.90 FEET, THENCE S02°50'19"W 53.70 FEET, THENCE S40°13'06"W 352.55 FEET, THENCE N87°09'41"W 526.26 FEET, THENCE N02°23'33"E 335.02 FEET TO THE P.O.B.; CONTAINING 5.01 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

DRAFT

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of September 13, 2004

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Associate Planner
THRU: Dawn Warrick, AICP, Zoning & Development Administrator
DATE: September 8, 2004

RZN 04-1167: Rezoning (MCBRYDE, 478): Submitted by RAYMOND SMITH for property located at THE END OF RUPPLE ROAD, S OF PERSIMMON. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 5.02 acres. The request is to rezone the subject property from R-A, Residential Agricultural, to RSF-2, Residential Single-family, 2 units per acre.

Property Owner: C BRYAN MCBRYDE

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends rezoning of subject property to RSF-4 based on previous findings for RZN 04-09.00 (McBryde/Sloan) and those found herein.

PLANNING COMMISSION ACTION:	Required	<u>YES</u>
	☒ Approved	☐ Denied
Date:	September 13, 2004	
CITY COUNCIL ACTION:	Required	<u>YES</u>
	☒ Approved	☐ Denied
Date:	October 05, 2004	

BACKGROUND:

At the regular Planning Commission meeting of April 26, 2004, a proposal to annex and rezone a 80 acre tract was tabled upon request of the applicant. The annexation and rezoning proposals were brought before the Planning Commission again on June 28, 2004, at which the annexation was forwarded to the City Council with a recommendation of approval and the rezoning request was tabled at the request of the applicant. The City Council passed Ordinance 4597 on August 03, 2004 thereby annexing the 80 acres of property. In the absence of a formal rezoning request, the property was given a zoning designation of R-A, Residential Agricultural. (Please reference background information of RZN 04-1166 for minutes.)

Property description: The subject property currently vacant and contains approximately 5.01 acres located south of Persimmon Street and west of Ruppel Rd. The property consists of part of

an 80 acre tract recently annexed into the City and zoned R-A, Residential Agricultural. Persimmon Place, Cross Keys R-PZD, and Ruppel Row R-PZD are located north of the subject property.

Request: The applicant is requesting the property be rezoned from R-A, Residential Agricultural, to RSF-2, Residential Single Family, 2 dwelling units per acre. The applicant's intent is to develop large single family residential lots south of Persimmon Street.

Recommendation: Staff recommends approval of a rezoning to RSF-4 as previously recommended by staff for the subject property based on the findings included in the staff report.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Vacant (Persimmon Place, Ruppel Row, and Cross Keys PPL under construction)	RSF-4, Residential Single Family, 4 units/acre R-PZD 04-02.00 Cross Keys R-PZD 04-06.00 Ruppel Row
South	Vacant	R-A, Residential Agricultural
East	Vacant	R-A, Residential Agricultural
West	Vacant	R-A, Residential Agricultural

INFRASTRUCTURE:

Streets: This site will access to the future extension of Persimmon Street that will be constructed as part of the Ruppel Row Subdivision. This roadway will be a newly constructed street meeting all of the requirements of the current street standards.

Surrounding Master Street Plan Streets:

North: Persimmon St. (future collector) and 46th Street (local)

South: Sellers Rd. (future minor arterial)

East: Ruppel Rd. (future minor arterial)

West: Broyles Rd. (collector)

Water: The property does not have access to public water. A 12" water main will be extended along the north property line with the construction of Ruppel Row subdivision that is currently underway.

Sewer: The site currently has access to a 10" sanitary sewer main that runs through the property along Owl creek. Approval of additional units added to the sewer system in this area will be dependant upon the remaining capacity in the Owl Creek lift station.

Fire: The subject property is located 1.53 miles from the future Fire Station #7. Normal driving time is approximately 4-5 minutes to the subject property and 4-6 minutes at full build-out, assuming no access to Ruppel Road with this development.

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. However, it will place an increased load on police services. The rezoning will not create and appreciable increase in traffic danger and congestion in the area. However, it will create some increase in traffic congestion.

Individually, each of these annexations and rezonings 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. Without the addition of police patrol personnel, these areas may see a lack of traffic enforcement or may experience situations where officers are delayed in answering many calls for service because of call volume exceeds the number of officers available to respond in a timely manner.

LAND USE PLAN: General Plan 2020 designates the site as Residential. Unlike RSF-4, rezoning this property to RSF-2 is not 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 zoning of 2 units per acre for a single family residential development is not consistent with existing zoning and density to the north of the subject property. Development of Persimmon Place Subdivision has been approved to the northwest of the property. It is zoned RSF-4 and developed at 2.65 units per acre. The preliminary plat for Cross Keys R-PZD 04-02.00 was approved for development with a density of 2.81 units per acre. Finally, property to the northeast of the property is zoned R-PZD (Ripple Row) with a density of 6.24 units per acre. Property to the east, south, and west is vacant and within the R-A zoning district.

Alternatively, rezoning the property to RSF-4 will increase the density, allowing for more intense residential use of the property and allow for development compatible to surrounding residential subdivisions.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning will result in a residential development which will fail to promote orderly and consistent development patterns. However, a higher

density than the RSF-2 zoning district allows for development of a subdivision with density appropriate in this area, and would provide compatibility with the adjoining and surrounding approved developments. In order to develop a residential subdivision on this property in a manner that is consistent with the future land use plan, a residential zoning district is needed.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Development of large single family homes with individual access onto a collector street may create a dangerous traffic situation. The police department has determined this rezoning will place an increased load on police services. The rezoning will not create and appreciable increase in traffic danger and congestion in the area. However, it will create some increase in traffic congestion.

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 approximately 5.01 acre tract under an R-A, Residential Agricultural designation would allow for a maximum of 2 dwelling units (1 per 2 acres). With the proposed RSF-2 designation, density requirement would allow development of 10 dwelling units, contrasted to the potential 20 units if rezoned to RSF-4. Rezoning the property to either RSF-2 or RSF-4 increases the possible number of residential units substantially, yet a zoning classification of RSF-4 is consistent with land use and zoning within the City of Fayetteville and developing areas to the north.

The following is a review of available services:

Engineering – The property does not have access to public water. A 12" water main will be extended along the north property line with the construction of Ruppel Row subdivision that is currently underway.

The site currently has access to a 10" sanitary sewer main that runs through the property along Owl creek. Approval of additional units added to the sewer system in this area will be dependant upon the remaining capacity in the Owl Creek lift station.

This site will access to the future extension of Persimmon Street that will be constructed as part of the Ruppel Row Subdivision. This roadway will be a newly constructed street meeting all of the requirements of the current street standards.

Fire - The subject property is located 1.53 miles from the future Fire Station #7. Normal driving time is approximately 4-5 minutes to the subject property and 4-6 minutes at full build-out, assuming no access to Ruppel Road with this development.

Police - The police department has determined this rezoning will not substantially alter the population density and thereby undesirably increase the load on police services.

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.

161.06 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
----------------	---

(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.
-------------------------	--------

(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.



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

RECEIVED

SEP 10 2004

PLANNING DIV.

POLICE DEPARTMENT

B 2
RZN 04-1167 (McBryde)
Page 11 of 24

September 7, 2004

Dawn Warrick
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Warrick,

This document is in response to the request for a determination of whether the proposed rezoning RZN 04-1167 (McBryde, pp 478) submitted by Raymond Smith for property located end of Ruppel Road, South of Persimmon would substantially alter the population density and thereby undesirably increase the load on public services or create an appreciable increase in traffic danger and traffic congestion.

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. However, it will place an increased load on police services. The rezoning will not create and appreciable increase in traffic danger and congestion in the area. However, it will create some increase in traffic congestion.

Individually, each of these annexations and rezonings 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. Without the addition of police patrol personnel, these areas may see a lack of traffic enforcement or may experience situations where officers are delayed in answering many calls for service because of call volume exceeds the number of officers available to respond in a timely manner.

Sincerely,

A handwritten signature in black ink, appearing to read "William Brown".

Lieutenant William Brown
Fayetteville Police Department

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	Projected Fire/Other Calls for Service at Maximum Build Out	Projected EMS Calls for Service at Maximum Build Out	
RZN 04-1164	CLEVENGER			FS 7	1.70 miles	4-5 min.	4-5 min.	3	1	2	
											Response times will be lower when access to Rupple Rd. is established
RZN 04-1166	SLOAN			FS 7	1.20 miles	4 min.	4-5 min.	21	8	13	
											Response times will be lower when access to Rupple Rd. is established
RZN 04-1167	McBRYDE			FS 7	1.53 miles	4-5 min.	4-6 min.	5	2	3	
RZN 04-1173	CAR WASH			FS 6	1.1 miles	2-3 min.	2-3 min.	N/A	N/A	N/A	
C-PZD 04-1175	RIVENDELL			FS 1	.20 miles	1 min.	1 min.	3	1	2	

CURRENT OWNERSHIP INFORMATION AND ANY PROPOSED OR PENDING PROPERTY SALES

Assessor's Parcel Number 001-11772-000, p/o NW¼ NE¼ & p/o SW¼ NE¼, S13, T16N, R10W 80.00 acres, more or less. There are no proposed or pending property sales for this property.

REASON FOR REQUESTED ZONING CHANGE

Parcel Number 001-11772-000 is currently zoned A-1 and will be annexed into the City of Fayetteville and zoned as R-A. It is proposed to re-zone the 5.02 acres of the parcel to RSF-2 for development into a single family residential subdivision.

LAND DEVELOPMENT

The development of this property is consistent with the land use of the residential areas surrounding the proposed development with slight increase in vehicle traffic.

WATER/SEWER ACCESS

The property will have access to an 8" sewer line located near the Northwest portion of the property, and an 8" water line that will be extended from the nearby Cross Keys Subdivision..

DEGREE TO WHICH THE PROPOSED ZONING IS CONSISTENT WITH LAND USE PLANNING OBJECTIVES, PRINCIPLES AND LAND USE AND ZONING PLANS

The proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

WHETHER THE PROPOSED ZONING IS JUSTIFIED AND/OR NEEDED AT THE TIME THE REZONING IS PROPOSED

The proposed rezoning is justified at this time in that it is in keeping with the policies and adopted plans of the City of Fayetteville. Zoning this property as RSF-4 is consistent with surrounding subdivision.

WHETHER THE PROPOSED ZONING WOULD CREATE OR APPRECIABLY INCREASE TRAFFIC DANGER AND CONGESTION

The proposed zoning will not create or appreciably increase traffic danger and congestion.

**WHETHER THE PROPOSED ZONING WOULD ALTER THE
POPULATION DENSITY AND THEREBY UNDESIRABLY INCREASE
THE LOAD ON PUBLIC SERVICES INCLUDING SCHOOLS, WATER,
AND SEWER FACILITIES**

This increase is not expected to undesirably increase the load on public services including schools, water and sewer facilities. Improvements planned to the Fayetteville overall wastewater treatment system and the coming on line of the new wastewater treatment facility on the western side of Fayetteville should adequately provide services to the subdivision.

**WOULD IT BE IMPRACTICAL TO USE THE LAND FOR ANY OF THE
USES PERMITTED UNDER ITS EXISTING ZONING
CLASSIFICATION**

This property is presently in the county but within the Fayetteville Growth Area. It would be impractical to maintain the A-1 or R-A zoning since it would be inconsistent with the surrounding areas already zoned as residential subdivisions,

Planning Commission

June 28, 2004

Page 66

ANX 04-02.00: Annexation (McBRYDE/SLOAN, pp 477) was submitted by Raymond Smith, Attorney, on behalf of C. Bryan McBryde for property located SE of the intersection of 46th and Persimmon. The property is in the Planning Area and contains approximately 80.0 acres. The request is to annex the subject property into the City of Fayetteville.

RZN 04-09.00: Rezoning (MCBRYDE/SLOAN, pp 477) was submitted by Raymond Smith, Attorney, on behalf of C. Bryan McBryde for property located SE of the intersection of 46th and Persimmon. The property is currently zoned R-A, Residential Agricultural, and contains approximately 80.0 acres. The request is to rezone the subject property to RSF-4, Residential Single-family, 4 units per acre.

Ostner: The next item on our agenda is ANX 04-02.00 for McBryde/Sloan. Can we have the staff report please?

Morgan: This subject property contains approximately 80 acres of vacant property located south of Persimmon Street. It is located just east of the 160 acres we just discussed. The approved Preliminary Plats for Persimmon Place and Cross Keys R-PZD as well as Ruppel Row are located to the northwest of the subject property. The property is adjacent to the city limits to the north and west should the City Council approve the preceding annexation. The applicant proposes annexation of this property into the City of Fayetteville. Staff recommends approval of the proposed annexation. Again, as with the previous item, the applicant is requesting RSF-4 zoning and again, a Bill of Assurance did mention this property limiting the density to 1.5 units per acre. The General Plan 2020 identifies this area as residential and staff is recommending approval of the rezoning.

Ostner: Thank you. Is the applicant present?

Sloan: I'm Charlie Sloan representing the McBrydes. This is Ray Smith.

Smith: This is a request to annex approximately 80 acres there that is located at the intersection of 46th Street and Persimmon. I believe it is shown on the drawing that Mr. Sloan provided to you in our discussion of the Greenwood property.

Ostner: Thank you. At this point I am going to open it up to the public. Is there anyone who would like to comment on this issue?

McGuire-Bowman: I'm back, I'm Dr. Kathy McGuire Bowman. I don't mean to be hostile to Mr. Sloan but I like to have things out on the table and know what is going on. I think that we make the best decisions if we know what is going on. I am confused. I think that the 20 acre plot or the relocated

Planning Commission
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Jefferson School is in this 80 acres but I don't know because it is not being talked about. I don't think we can make a decision without knowing that if in the future that's coming up. I think you should know that as you are making your consideration. Maybe it's important in terms of the rezoning than the annexation but you would certainly want to know if there is going to be a large scale development with a 1,100 student school. If this is going to get passed as RSF-4 and then in two weeks they are going to come back and say what we really needed was a Large Scale Development here. I am just confused and I would like to ask the developer does this 80 acre plot contain the 20 acres that Mr. Sloan has actively negotiated with Bobby New of the school district to purchase the Jefferson relocated 1,100 student school? If so, why isn't he including that in the request with the zoning this Large Scale Development request? Maybe this will come up maybe more at rezoning. Of the commission I would wonder can you deny this request for annexation and rezoning, especially the rezoning if you and I know that this Large Scale Development is included in it and it has not been brought up. It is not like it is going to be a new idea. It seems to be happening. I guess that is my concern that it is a totally different thing to be dealing with a Large Scale Development that is a school with the traffic congestion and density impact that that is going to have. If that is what is happening that is what we as planners all of us together, need to know is happening. I have a question for the developer. Is the Jefferson School 20 acres in this plot of 80 acres?

Ostner: We will get to that answer momentarily. Let's go ahead and hear from the public.

Ralston: I'm Linda Ralston. I will be very brief. I would concur with what Dr. Bowman just mentioned. I have been to a lot of meetings of the school district and we have been made aware of the 20 acres in the northeast corner of this property is what is being proposed. We know that the school district is awaiting annexation and rezoning on this particular plat. Thank you.

Ostner: Is there any further comment on this annexation proposal?

Gray: My name is Michael Gray. I'm the associate superintendent for Fayetteville schools. Dr. Bobby New sends his apologies that he cannot be here. He is out of state at an educational training conference. He sent me instead. We wanted to talk just a little bit because we have been in discussions with the owner and developer of this property for a site for the new school. We get from the Planning Department each time a development comes to you in every stage there is also a plat made with my name on it and it comes to the school. We have been getting that almost two years. It has been a very valuable tool. We do have a person on our staff that primary job is growth projections and trying to guide us into

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knowing when we need schools and where. We have to try to determine where those populations are and where they are coming for selection of the school site or school additions. We feel even with this area, if this area were not zoned for Residential and the growth, the growth that is on the north side of Persimmon that is clearly in Fayetteville city limits all the way north of Holcomb Elementary School there are over 2,500 rooftops in plat right now in the existing Holcomb Elementary zone. We are scrambling to try to keep up with the growth that is already there. I need to explain to you that our school district boundaries are larger than the city's. We go from the east all the way to the Madison County line. That is 10 or 11 miles on the other side of Goshen and then into Farmington city limits. As a matter of fact, where the old Farmers & Merchant's bank there on Hwy. 62, right now it is a realty company, that is the boundary. We have to by our law serve those students. For the most part we are talking about serving students that are in the city limits of Fayetteville. Of course we can't build a school without sewer and we can't get sewer without being in the city. We are a little bit bound. We would encourage you to consider annexation for this property so that we can take advantage of Ruppel Road extended south from Wedington. There is a new light there and it has got good access. There is a state of the art Boys and Girls Club that is second to none in the nation. For us to be able to partner with the city and the Boys and Girls Club and to give the parents of those students that benefit that is really what we need. We would encourage you to support this and lend us support that way. Thank you.

- Ostner: Thank you Mr. Gray. Is there any other public comment? Seeing none, I am going to close it to the public and bring it back to the Commission. I believe our largest question by the public has been answered. Yes this is the parcel that the school district is looking for.
- Vaught: I would just like to say that the annexation and rezoning are something separate from giving the school district to build on this land. That will have to come as a separate proposal. I'm assuming they are bound like the city that have to bring Large Scale Developments for this type of project?
- Warrick: If the property is in the city it must comply with zoning and development regulations.
- Vaught: We will see this again if that is what happens. That is part of our consideration. I think we are looking at should this be part of the city and what should it be zoned. That is the simple question before us right now.
- Ostner: That is a good point. I believe if memory serves me well that schools are not allowed by right in an RSF-4 but they are a Conditional Use.

Planning Commission

June 28, 2004

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Warrick: Schools are a Conditional Use in most zoning districts and all residential zoning districts because of the impacts that were mentioned by one of the speakers earlier. You are talking about a traffic generator. You are talking about safety and traffic issues and just whether or not it is compatible in that particular location. Under an R-A district or under an RSF-4 district a school would be required to have a Conditional Use approval. If it was part of a PZD it would be looked at at that time when land use was determined for the tract.

Ostner: I just wanted to make it clear that that is another layer of scrutiny that rezoning this parcel tonight does not allow a school. I want to make that clear. It simply annexes and rezones to a single family residential.

MOTION:

Shackelford: Based on all of the comments that have been made here tonight and in an effort to move this on to the rezoning request I am going to make a motion that we recommend approval of ANX 04-02.00 based on staff findings.

Vaught: Second.

Ostner: Is there further discussion?

Anthes: I just want to state for the record that this piece of property has a tremendous amount of floodplain and floodway on it. I would consider this a highly environmentally sensitive area and I want the city engineers and staff to be able to look at grading and drainage in a very serious way on this piece of property. Therefore, I am going to support annexation.

Ostner: Thank you. Is there further discussion? Will you call the roll Renee?

Roll Call: Upon the completion of roll call the motion to recommend approval of ANX 04-02.00 was approved by a vote of 9-0-0.

Thomas: The motion carries by a vote of nine to zero.

Planning Commission

June 28, 2004

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Ostner: The tandem item is RZN 04-09.00 for McBryde/Sloan. Our staff report has already been given.

Smith: On behalf of the owner and developer we would request that this be tabled, similar to what we did on the Greenwood/Jowers property.

Ostner: Thank you. Commissioners?

MOTION:

Anthes: Because of the degree of water running through this property, because of it's proximity to other services and again, a belief that a blanket zoning on this 80 acres is probably inappropriate, at the request of the applicant I move to table RZN 04-09.00.

Clark: Second.

Vaught: Once again I would like to point out by tabling you are giving it a blanket zone.

Ostner: Is there further discussion? Renee?

Roll Call: Upon the completion of roll call the motion to table RZN 04-09.00 was approved by a vote of 6-3-0 with Commissioners Graves, Vaught and Shackelford voting no.

Thomas: The motion carries by a vote of six to three.

RZN04-1167

Close Up View

MCBRYDE



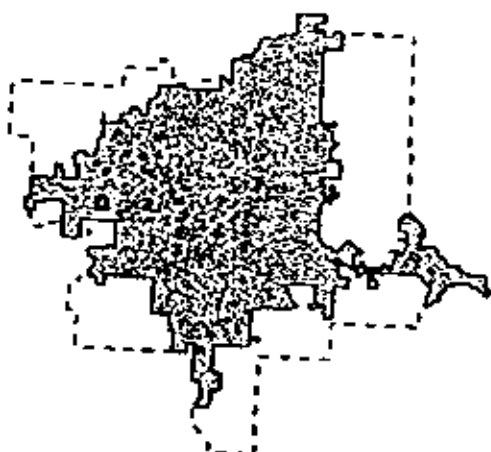
RPZD

RPZD

R-A

SUBJECT PROPERTY

Overview



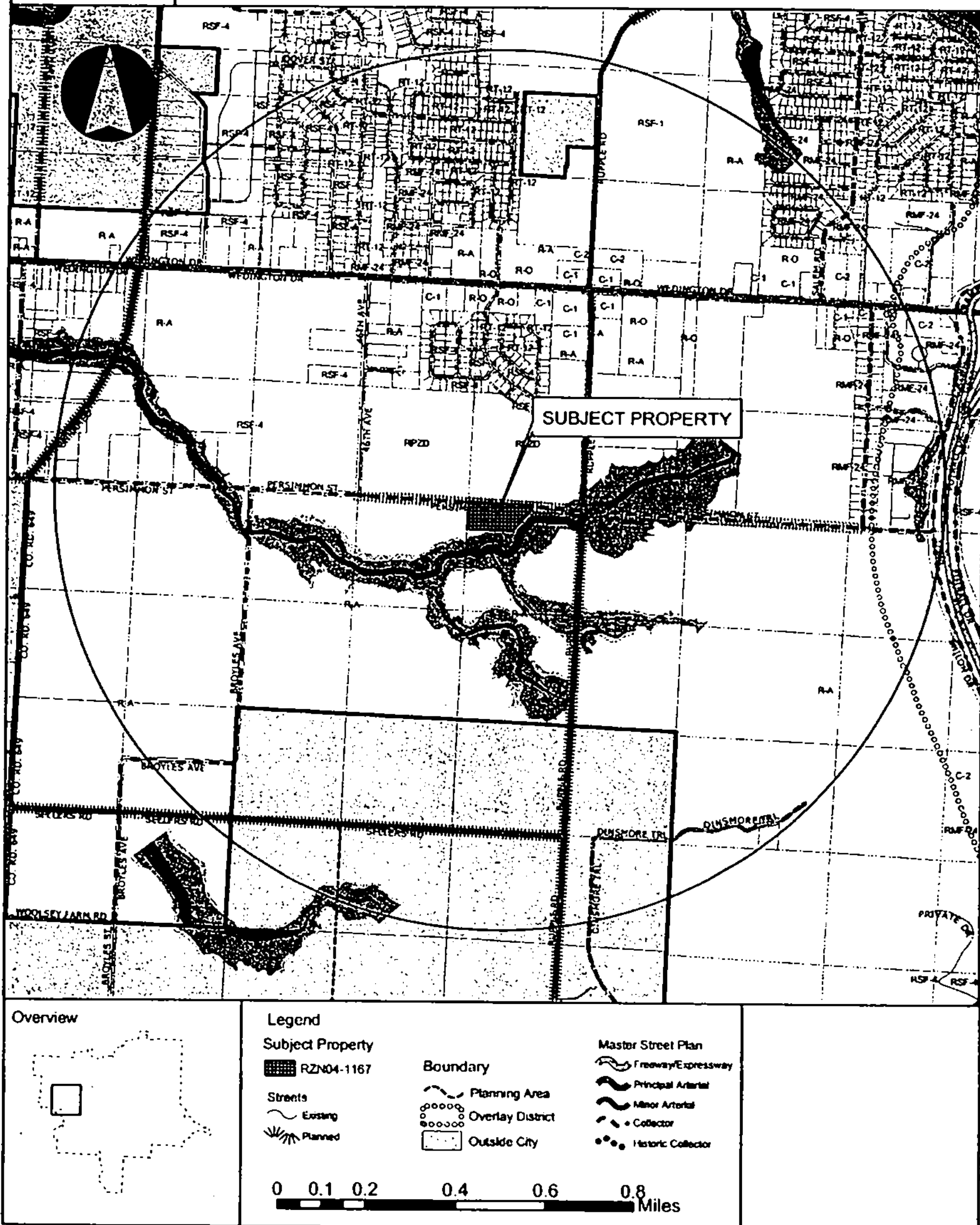
Legend

- | | | |
|------------------------|-------------------------|--------------------|
| ○○○○○ 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 |
| | | ▬ RZN04-1167 |
| | | ▬ Fayetteville |
| | | ▬ Outside City |

0 75 150 300 450 600 Feet

One Mile View

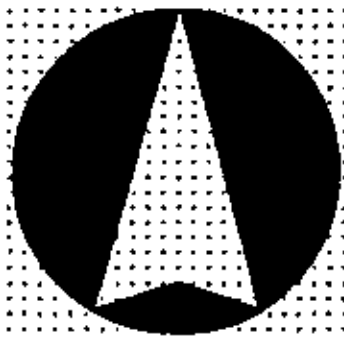
MCBRYDE



RZN04-1167

Future Land Use

MCBRYDE



RPZD

RPZD

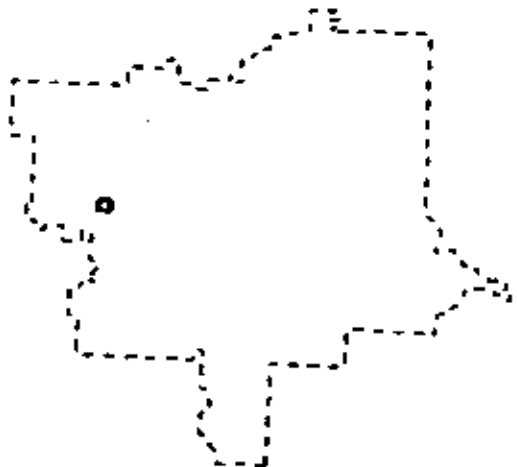
SUBJECT PROPERTY

Residential

R-A

R-A

Overview



Legend

Subject Property



RZN04-1167

Streets



Existing



Planned

Boundary



Planning Area



Overlay District



Outside City

Master Street Plan



Freeway/Expressway



Principal Arterial



Minor Arterial



Collector



Historic Collector



STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of: October 5, 2004

FROM:

<u>Dawn T. Warrick</u>	<u>Planning</u>	<u>CP&E</u>
Name	Division	Department

ACTION REQUIRED: Ordinance Approval.

SUMMARY EXPLANATION:

RZN 04-1167: Rezoning (MCBRYDE, 478): Submitted by Raymond Smith for property located at the end of Ruppel Road, South of Persimmon. The property is zoned R-A, Residential Agricultural and contains approximately 5.01 acres. The request is to rezone the subject property from R-A, Residential Agricultural, to RSF-4, Residential Single-family, four units per acre.

STAFF RECOMMENDATION: Approval

<u><i>Dawn T. Warrick</i></u>	<u>9/17/04</u>
Division Head	Date
<u><i>K. Smith</i></u>	<u>9/17/04</u>
City Attorney	Date

Received in Mayor's Office

9/20/04
Date *P.H.*

Department Director	Date
<u><i>Stephen D...</i></u>	<u>9-20-04</u>
Finance & Internal Services Dir.	Date
<u><i>Michael Smith</i></u>	<u>9-20-04</u>
Chief Administrative Officer	Date
<u><i>Ken Coady</i></u>	<u>9/20/04</u>
Mayor	Date

Cross Reference:

Previous Ord/Res#: _____

Orig. Contract Date: _____

Orig. Contract Number: _____

New Item: Yes No





City Council Meeting of October 19, 2004

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Hugh Earnest
Chief Administrative Officer

From: Greg Boettcher
Water/Wastewater Director

A handwritten signature in black ink, appearing to read "Greg Boettcher", written over the printed name.

Date: October 1, 2004

Subject: Resolution authorizing the Mayor to execute a Settlement Agreement relating to the Farmington Mediation including a budget adjustment from Water and Sewer Fund Reserves to provide funding for the initial agreement actions.

RECOMMENDATION

Fayetteville City Administration recommends approval of a resolution authorizing the Mayor to execute a Settlement Agreement with the City of Farmington, Arkansas. Included with this action is a corresponding budget adjustment to transfer \$350,000.00 from the Water and Sewer Enterprise Fund Reserves to cover initial contracts and priority repairs to the Farmington Sanitary Sewer System.

BACKGROUND

The content of the March 8, 1994 agreement titled "FARMINGTON-FAYETTEVILLE SEWER CONTRACT" has been the subject of continuing disagreement between the contracting parties. To bring this matter to closure, the Cities of Farmington and Fayetteville agreed to use the services of a mediator to achieve consensus, retaining Mr. Sid McCollum of Alternative Dispute Resolutions (ADR, Inc. of Bentonville, Arkansas) to facilitate this process. Designated representatives of Farmington and Fayetteville have held multiple meetings to present views, discuss issues and develop solutions. From these mutual efforts, the mediation team has reached a consensus regarding the sanitary sewer maintenance issue, the terms, conditions, obligations and schedule for the resolution strategy being set forth in the attached "SETTLEMENT AGREEMENT".

DISCUSSION

The FARMINGTON-FAYETTEVILLE SEWER CONTRACT is over 10 years old, the content reflecting sewer maintenance methods of 1994. Fayetteville's sewer system maintenance practices have changed during said period; today's maintenance operations employing modern strategies and technologies to improve efficiency and effectiveness. With regard to the Farmington sewer system maintenance, Fayetteville's contract performance has been orientated towards the historic definition of maintenance, using a literal interpretation of the agreement terms. The mediation team has proposed a settlement that obligates the City of Fayetteville to maintain the Farmington sewer system in a manner similar to that of the Fayetteville system, to make maintenance decisions based upon equivalent criteria and to also limit Fayetteville's pipeline replacement obligations to that clearly defined in the contract. Cooperatively, Farmington is obligated to enforce repair of private sewer service line problems and to accept financial responsibility for work clearly outside the definition of maintenance. Since Farmington, at its sole cost, did complete a Sewer System Evaluation Survey



City Council Meeting of October 19, 2004

using Severn Trent Pipeline Services that provides valuable information that will be used to guide Fayetteville's ensuing sewer system maintenance activities; it was deemed equitable to allow Farmington partial credit for the value of such work. The proposed settlement agreement allows approximately 50% of Farmington's expenditure for the sewer system evaluation survey (estimated at \$100,000.00) to be credited towards Farmington's financial responsibility for out-of-contract repairs/maintenance.

BUDGET IMPACT

Approval of the SETTLEMENT AGREEMENT will commit \$350,000.00 from Water and Sewer Fund Reserves, enabling project commencement in the 2004 Budget Year. Fayetteville has an ongoing sanitary sewer system rehabilitation program that is a normal component of the Water and Wastewater Department's planning, operations, maintenance and budgeting. It is anticipated that the 2005 Budget will include \$1,500,000.00 for sanitary sewer rehabilitation work, said appropriation being more than adequate to cover the remaining costs of the Farmington Sewer Rehabilitation Project. Approval of the SETTLEMENT AGREEMENT, in effect, moves the Farmington Sewer Basin forward as the coming year's priority for sanitary sewer rehabilitation. The mediated inclusion of Farmington's Sewer Basin as a part of the rehabilitation program does provide the benefit of limiting Fayetteville's future exposure to a lawsuit and an unfavorable judgment should the City Councils not voluntarily approve the SETTLEMENT AGREEMENT. The approval of the "SETTLEMENT AGREEMENT" will require the use of Water and Sewer Fund Reserves for professional services, manhole rehabilitation work, sewer line maintenance needs and for cost shares on any out-of-contract scope repairs/maintenance.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A SETTLEMENT AGREEMENT WITH THE CITY OF FARMINGTON TO RESOLVE ALL SEWER MAINTENANCE, REPAIR AND REHABILITATION ISSUES AND TO APPROVE A BUDGET ADJUSTMENT OF \$350,000.00 FROM THE WATER AND SEWER FUND RESERVES

WHEREAS, representatives from the cities of Farmington and Fayetteville met for two days of mediation in an attempt to resolve sewer rehabilitation, maintenance and repair issues related to Farmington's sewer system which is to be maintained by Fayetteville pursuant to a contract entered into in 1994; and

WHEREAS, it is in the best interests of both cities to settle and resolve these issues in such a way that the most cost effective repairs and rehabilitation of the Farmington system can be ascertained and accomplished promptly; and

WHEREAS, both mediation teams agreed to present and recommend approval of the attached Settlement Agreement to their City Councils; and

WHEREAS, the Fayetteville City Council desires to maintain the close and cooperative relationship with the City of Farmington, its public officials and citizens; and

WHEREAS, the Fayetteville City Council determines that it is in the best interest of the citizens of Fayetteville and all of its sewer customers to enter into the Settlement Agreement with the City of Farmington.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its gratitude to the mediation teams that all sewer rehabilitation, repairs and maintenance issues could be amicably resolved and hereby approves the Settlement Agreement (attached as Exhibit A) and authorizes Mayor Coody to execute this agreement.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the Budget Adjustment attached as Exhibit B to transfer \$350,000.00 from the Water and Sewer Fund Reserves.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the administration to proceed with the retention of RJN to further study the Farmington sewer system and to prepare plans, specifications and bid documents for necessary construction work to meet the City of Fayetteville's obligations under this Settlement Agreement.

PASSED and APPROVED this 19th day of October, 2004.

APPROVED:

By: _____
DAN COODY, Mayor

DRAFT

ATTEST:

By: _____
SONDRA SMITH, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

C. 1
Farmington Settlement Agreement
Page 5 of 12

TO: City Council

FROM: Kit Williams, City Attorney

DATE: October 6, 2004

RE: Mediation and Settlement
of Farmington Sewer Maintenance Issues

Fayetteville's mediation team of Steve Davis, Greg Boettcher, Phil Stafford (from the U of A) and myself met on two separate occasions for day long mediation sessions with the City of Farmington. The primary issues were related to what the two cities had agreed to do within their contract of 1994 (that will not expire until 2009).

The contract's language in paragraphs 9 (placing maintenance and repair duties on Fayetteville) and 10 (placing replacement and enlargement duties on Farmington) was not crystal clear. Although we believe that we have been living up to the duties imposed upon us by the contract, reasonable arguments could be made that we need to do more.

In the last several years, the City of Fayetteville has more actively examined the inflow and infiltration problems in our sewer system on a basin wide basis and performed cost effective repairs and rehabilitation where needed. This benefits our system by reducing the amount of water that must be treated at our waste water plant. The mediation team now recommends that we engage our sewer evaluation consultant, RJN, to study the Farmington sewer basin in the same manner.

Cost effective rehabilitation and repairs that are our responsibility under the contract shall be contracted and paid for by Fayetteville.

Farmington shall pay for defects it is responsible for and will vigorously enforce private sewer line infiltration problems. A limited amount of sewer main replacement that could be considered to be the City of Farmington's main responsibility shall be cost shared 50/50 by Fayetteville for several reasons, but primarily because it is in our interest to reduce sewer system inflow that robs our sewer plant of capacity and costs money to treat.

Another major reason for offering this Settlement Agreement to Farmington was our belief that it was in our citizens' and rate payers' best interest for the two cities to work on this rehabilitation project together and devote our resources to solving the sewer problems rather than spending time and money in litigation.

SETTLEMENT AGREEMENT

(Jointly drafted and agreed to by Fayetteville City Attorney Kit Williams
and Farmington City Attorney Steve Tennant)

To resolve and settle any possible claim or cause of action related to maintenance, repair, replacement or other right, duty, responsibility or action required by paragraph 9. OPERATION AND MAINTENANCE and paragraph 10. CONSTRUCTION OF NEW FACILITIES of the Fayetteville-Farmington Sewer Contract entered into on March 8, 1994, the Cities agree as follows:

1. The City of Fayetteville shall retain RJN within about 30 days of the acceptance of the terms of this Agreement by both City Councils. RJN shall be retained and paid by the City of Fayetteville to perform a study of the Farmington system including flow rate and to inspect and to prepare plans and specs for manholes and sewer mains listed in Priority One and Two for reconstruction or rehabilitation as needed. The City of Fayetteville shall pay for rehabilitation or reconstruction for manholes that need such work because of maintenance.

2. The City of Farmington shall pay for the reconstruction of manholes that need such work because of improper installation (above/below grade) or damage not related to maintenance. The Cities of Fayetteville and Farmington shall endeavor to let these contracts for manhole repair within 90 days after RJN has been retained.

3. The City of Farmington shall make available to RJN and/or the City of Fayetteville all data, reports, photos, studies, etc. from the Severn/Trent study upon request.

4. RJN shall conduct a flow rate and evaluation study of the Farmington sewer system to determine what repairs of the sewer mains would be cost effective to repair, rehabilitate or replace. The City of Farmington engineer shall have the right to review and

comment upon whether potential repairs, rehabilitation or replacements would be cost effective.

5. The City of Fayetteville shall repair, rehabilitate or replace those portions of the sewer mains in Farmington that the RJN study recommends as cost effective which are less than fifteen feet in length.

6. The City of Farmington and the City of Fayetteville shall cost share 50/50 of the first \$200,000.00 of repair/replacement costs for sewer mains fifteen feet or longer.

7. The City of Farmington shall pay 100% of the repair/replacement costs for sewer mains fifteen feet or longer after the first \$200,000.00.

8. None of the initial 50/50 repair/replacement costs shall relate to the Town Branch interceptor main.

9. The City of Farmington shall enact and vigorously enforce ordinances to ensure that all private service sewer lines noted in the Severn/Trent study are promptly repaired and that new service sewer lines do not cause inflow and infiltration problems.

Agreed to this _____ day of October, 2004.

**CITY OF
FARMINGTON, ARKANSAS**

**CITY OF
FAYETTEVILLE, ARKANSAS**

By: _____
JOHN HARRIS
Mayor

By: _____
DAN COODY
Mayor

Attest: _____
Farmington City Clerk

Attest: _____
Sondra Smith, City Clerk

FARMINGTON SANITARY SEWER REHABILITATION PROJECT

INITIAL PROJECT COST PREDICTION-IMMEDIATE ACTION ITEMS OCTOBER 1, 2004

INITIAL PROJECT BUDGET-FISCAL YEAR 2004 FUNDING	
ACTIVITY	ESTIMATED COST
Engineering Services for Evaluation, Design, Bidding	\$ 175,000.00
Sanitary Sewer Manhole Repairs (Priority 1 and 2)	\$ 74,185.00
Mainline Repairs (50% of Priority 1)	\$ 75,366.00
Cost Correction Factor (2002 to 2004 = +7.4%)	\$ 11,063.00
Administrative and Contingency (4%)	\$ 14,386.00
PREDICTED INITIAL COSTS	\$ 350,000.00

The requested initial funding covers the design and bidding of rehabilitation activities deemed cost-effective and consistent with Fayetteville's rehabilitation analysis framework. It is anticipated that the manhole maintenance work and selected portions of the mainline maintenance needs will be cost-effective; forming the scope of the first contract award. Under the Fayetteville consultant's scope of services will be the further investigation of findings of the Farmington Sewer System Evaluation Survey; said work to verify that the recommended actions are justified under Fayetteville's criteria. This investigation is expected to include field investigations, dry/wet weather flow recordings, smoke testing, dye testing and other analysis to validate the maintenance investment.

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

C. 1
Farmington Settlement Agreement
Page 10 of 12

Budget Year 2004	Department: Water & Wastewater Division: Water & Sewer Maintenance Program: Sewer Mains Construction	Date Requested 10/19/2004	Adjustment Number
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Project or Item Requested: \$350,000 is requested in the Sewer Improvements account in the Farmington Sewer Rehabilitation capital project.	Project or Item Deleted: \$350,000 is proposed from the Use of Fund Balance in the Water & Sewer Fund.
---	--

Justification of this Increase: Funds will be used to cover initial contracts and priority one manhole repairs as designated by the Settlement Agreement with the City of Farmington.	Justification of this Decrease: Sufficient funding remains to comply with City policies.
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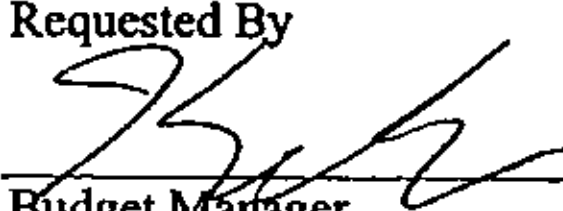
Increase Budget (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Sewer improvements	5400	5700	5815	00	350,000	04042	1

Decrease Budget (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	5400	0940	4999	99	350,000		

Approval Signatures

Requested By	Date
	10-2-04
Budget Manager	Date
	10-01-04
Department Director	Date
	10-6-04
Finance & Internal Services Director	Date
Mayor	Date

Budget Office Use Only

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

STAFF REVIEW FORM - FINANCIAL OBLIGATION

C 1
Farmington Settlement Agreement
Page 11 of 12

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of: October 19, 2004

FROM:

Greg BoettcherWater & WastewaterWater and Wastewater

Name

Division

Department

ACTION REQUIRED: Approval of a resolution authorizing the execution of a SETTLEMENT AGREEMENT between Farmington and Fayetteville, terms of said agreement reflecting the outcome of a mediation process. The initial budget for professional services and phase one rehabilitation work is estimated at \$350,000.00. A budget adjustment is proposed to transfer funds into the project account from Water and Sewer Fund Reserves.

COST TO CITY:

<u>\$350,000.00</u>	\$ -	<u>Farmington Sewer Rehabilitation</u>
Cost of this request	Category/Project Budget	Program Category / Project Name
<u>5400.5700.5815.00</u>	\$ -	<u>Use of Fund Reserves</u>
5400.0960.4999.99	Funds Used to Date	Program / Project Category Name
Account Number		
<u>04042</u>	\$ -	<u>Water and Sewer</u>
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW:

Budgeted Item

X

Budget Adjustment Attached

Budget Manager

Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

Purchasing Manager

Date

STAFF RECOMMENDATION:

Division Head

Date

Received in Mayor's Office

Date

Department Director

Date

Cross Reference:

Finance & Internal Services Dir.

Date

Previous Ord/Res#:

Chief Administrative Officer

Date

Orig. Contract Date:

Mayor

Date

Orig. Contract Number:

New Item:

Yes

No



City Council Meeting of October 19, 2004

CITY COUNCIL AGENDA MEMO

TO: Mayor Dan Coody and City Council

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

FROM: Michele Bechhold, Human Resources Director 

DATE: October 1, 2004

SUBJECT: Group Insurance Renewals

RECOMMENDATION:

Staff recommends approval of the renewal for group benefit plans for the year 2005. Council approval will authorize Staff to exercise the 2005 option to renew our current benefit plans with Arkansas Blue Cross Blue Shield and USABLE Life.

BACKGROUND:

In 2003 Council approved the renewal of group benefits and provided for five one-year options to renew the plans with existing carriers. The medical, life and disability plans have continued to operate smoothly. The combination of effective cost controls, favorable claims experience, and aggressive negotiation have been successful in keeping recent medical premium costs below the double digit increases seen throughout the country. The chart below illustrates national increase trends and actual City premium increases.

	Plan Year 2003	Plan Year 2004
National % Increase*	13.9%	11.2%
City's % Increase	11.45% Decrease	9.5%

*Information obtained from the Kaiser Family Foundation's Employer Health Benefits 2004 Summary of Findings.

Ramsey, Krug, Farrell & Lensing, the City's broker of record, facilitated the renewal process for 2005. After negotiations, BCBS has presented a renewal offer to the City for a 7.6% increase which incorporates a change to the benefit plan.

DISCUSSION:

Medical Plan – The initial Blue Cross Blue Shield renewal offer for our current plan came in at a 10.89% increase. The majority of this increase can be attributed to projections for future medical and drug cost trends. BCBS is projecting a trend increase factor of 13% for medical and 14% for drug cost. During the negotiation process, we requested BCBS to quote our plan with a benefit change to increase the out-of-pocket maximum. Currently the individual plan out-of-pocket maximum is \$1,000; family plan out-of-pocket maximum is \$2,000. The family maximum is met when two individuals in the family experience \$1,000 out-of-pocket costs. (The \$500 deductible is not counted towards the out-of-pocket maximum.)

BCBS offered a 7.6% increase to the City if we elect to change our out-of-pocket maximum as stated. They also offered to shave another 1% from this quote if the City moved the dental insurance plan from Delta Dental to BCBS.

This information was presented to the Wage & Benefit Committee. Their recommendation was to accept the benefit change and ask the City to fund the entire increase in exchange for the employees agreeing to expose themselves to additional potential out-of-pocket costs. (Refer to Exhibit 1 for a history of out-of-pocket costs.)

Life & Disability Insurance – USABLE presented a renewal with no change to the rates for Life, Accidental Death & Dismemberment, and Long-term Disability coverage.

Dental Plan – Dental premiums are 100% employee paid. Delta Dental proposed a 17% increase over current rates. As a part of their renewal presentation, Delta suggested that the City change the benefit structure to mirror the market more closely. The City's plan currently provides 100% coverage for Basic Restorative Services; most of the plans that Delta insures cover Basic Restorative services at 80%. Delta offered to hold the current rates steady for 2005 if the City would agree to accept the more prevalent plan design.

Dental was bid out and quotes were received from several companies. This information was presented to the Wage & Benefit Committee. They recommended that the City retain Delta Dental, but move to the suggested 100/80/50 plan design and maintain current premium rates. These rates are below.

	2004/2005 Monthly Dental Rates
Individual	19.46
Family	64.28

Voluntary Vision Plan – Starmount, the current carrier, was selected in 2003. They provided a rate guarantee for 2004 and 2005. There will be no change in the premiums for 2005.

Budget Impact:

The only renewal that carries additional costs to the City for 2005 is the medical plan. Staff supports the recommendation of the Wage and Benefit Committee to incorporate the benefit change and requests Council to approve funding the entire 7.6% increase. The cost to the City of this proposal is \$187,800. The significant elements of this proposal are 1) a benefit change that increases the out-of-pocket maximum, and 2) the City absorbs the entire increase. As you evaluate this option, it is important to consider the following information. If the City accepts the original 10.89% increase and prorates the increase between the City and employees as Council approved last year, the cost to the City would be approximately \$262,000. Based on these numbers, the City can accept a benefit change, maintain current employee premium levels, and fund the entire increase for fewer dollars than rejecting the benefit change and sharing the cost of the increase with employees.

The chart below details the breakout of the 2004 and proposed 2005 medical premium rates.

MEDICAL PREMIUM AMOUNTS – STAFF RECOMMENDED PERCENTAGE SPLIT

	2004 Individual	2004 Family	2005 Individual	2005 Family
City	182.20	408.73	196.67	443.94
Employee	8.26	54.52	8.26	54.52

Staff is available to answer any questions you may have.

EXHIBIT 1

**HISTORY OF OUT-OF-POCKET COSTS
MAJOR MEDICAL PLAN**

	# of Plan Members	# of Plan Members Who Met the \$1,000 Out-of-Pocket Maximum	% of Plan Members Who Met Maximum
1-1-2003 to 12-31-2003	1198	55	4.6%
1-1-2004 to 7-31-2004	1020	37	3.6%

Typically, the percentage of members who meet the out-of-pocket maximum averages about 4%.

RESOLUTION NO. _____

A RESOLUTION EXERCISING THE FIRST OF FIVE ONE-YEAR OPTIONS TO RENEW EMPLOYEE GROUP POLICIES WITH USABLE LIFE TO PROVIDE LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND LONG TERM DISABILITY INSURANCE COVERAGE, AND WITH BLUE CROSS/BLUE SHIELD FOR THE GROUP MEDICAL PLAN.

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 exercises the first of five one-year options to renew employee group policies with USABLE Life to provide Life, Accidental Death and Dismemberment, and Long Term Disability insurance coverage.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby exercises the first of five one-year options to renew the Blue Cross/Blue Shield Group Medical Plan.

PASSED AND APPROVED this 19th day of October 2004.

APPROVED:

By DAN COODY, Mayor

ATTEST:

By SONDRA SMITH, City Clerk

STAFF REVIEW FORM - FINANCIAL OBLIGATION

Arkansas Blue Cross & USABLE Insurance Benefit Plan Renewal
Page 5 of 6

C. 2

XX AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council Meeting of: October 19, 2004

FROM:

<u>Michele Bechhold</u>	<u>Human Resources</u>	<u>Finance & Internal Services</u>
Name	Division	Department

ACTION REQUIRED: Approve renewal of the City's group benefit plans for 2005. Staff recommends that the City exercise the 2005 option to renew with Arkansas Blue Cross Blue Shield and USABLE for health and life plans.

COST TO CITY:

<u>\$2,659,000.00</u>	<u>\$ -</u>	
Cost of this request	Category/Project Budget	Program Category / Project Name
<u>Various</u>	<u>\$ -</u>	
Account Number	Funds Used to Date	Program / Project Category Name
	<u>\$ -</u>	<u>Various</u>
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: Budgeted Item Budget Adjustment AttachedBudget Manager Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	Date	Internal Auditor	Date
<u>D. J. White</u>	<u>10/5/04</u>		
City Attorney	Date	Purchasing Manager	Date

STAFF RECOMMENDATION: Approve contracts with Arkansas BCBS and USABLE Life.

Division Head M. Bechhold 10-5-04
Date

Received in Mayor's Office

10/6/04
Date P.H.Department Director Date Finance & Internal Services Dir. 10-6-04
DateChief Administrative Officer 10-6-04
DateMayor 10/6/04
Date

Cross Reference:

Previous Ord/Res#: Orig. Contract Date: Orig. Contract Number: New Item: Yes No

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator *DW*

Date: September 28, 2004

Subject: Rezoning request for Clevenger Drive (RZN 04-1164)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 4.93 acres of property from R-A, Residential Agricultural to RMF-6, Residential Multi-family, 6 units per acre, with an associated Bill of Assurance limiting the dwelling type to Single Family or Two-family only.

BACKGROUND

Property description: The subject property is located on Clevenger Drive, east of 54th Avenue, south of Wedington Drive. Surrounding properties are zoned RSF-4 and R-A and are developed as single and two-family residential homes or agricultural land. The 4.93-acre tract is fully developed with two-family dwelling units. Development on the property predates the annexation of this area into the City of Fayetteville in the 1980s. At that time, land was primarily zoned R-A, Residential Agricultural by default as it was annexed. The existing ten (10) structures house a total of twenty (20) units, with a density of 4.0 dwelling units per acre. Though two-family dwelling units are permitted by right in the R-A zoning district, density is limited to ½ unit per acre (1 unit per 2 acres). The subject property is developed all on one (1) parcel of 4.93 acres, with frontage onto Clevenger Drive and 54th Avenue. The structures are thus considered nonconforming structures, and may not be replaced if destroyed except in compliance with zoning and development regulations.

Proposal: The applicant proposes a rezoning of the subject property to facilitate the reconstruction of a two-family unit lost to arson in the recent past. Upon application for a building permit to replace the structure, the applicant was informed that the structures were nonconforming, and thus could not be replaced. The intent is to replace the original structure with one that is similar in size and location.

Originally the applicant submitted a rezoning request to RT-12, Residential Two and Three-Family, to change the zoning district to one that would allow rebuilding of the dwelling units. However, staff was not in support of such a change in density on the site, which, with potential redevelopment of the property in the future, could increase the number of units on the property to fifty-nine (59). The applicant has changed the rezoning request, based on discussions with staff, to RMF-6, for a lower density.

City Council Meeting of October 19, 2004
Agenda Item Number

Additionally, the applicant is offering a Bill of Assurance stating that only two-family or single family residences may be constructed on the subject property, thereby eliminating the possibility of apartment-style dwelling units in this area.

Request: The request is to rezone the subject property from R-A, Residential Agricultural to RMF-6, Residential Multi-Family, 6 units per acre, with a Bill of Assurance limiting the type of development to single family and two-family dwelling units.

DISCUSSION

On September 27, 2004, the Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation for approval of the rezoning.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 04-1164 AS SUBMITTED BY MELISSA CUIEL FOR PROPERTY LOCATED SOUTH OF WEDINGTON DRIVE AND EAST OF 54TH AVENUE, CONTAINING APPROXIMATELY 4.93 ACRES FROM R-A, RESIDENTIAL AGRICULTURAL TO RMF-6, RESIDENTIAL MULTI FAMILY, SIX UNITS PER ACRE SUBJECT TO A BILL OF ASSURANCE LIMITING THE NUMBER AND TYPE OF STRUCTURES TO DUPLEX AND SINGLE FAMILY USE.

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-6, Residential Multi-Family, 6 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.

Section 3. That this property is subject to a Bill of Assurance offered by the property owner to carry with the land, limiting the use of the property to two family and single family dwelling units as shown in Exhibit "B" attached hereto and made a part hereof.

PASSED AND APPROVED this _____ day of _____, 2004.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____

EXHIBIT "A"
RZN 04-1164

A PART OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) AND A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION ELEVEN (11). TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY ONE (31) WEST. BEING MORE PARTICULARLY DESCRIBED, TO-WIT: BEGINNING AT A POINT IN THE CENTER OF WEST 54TH STREET WHICH IS NORTH 240.0 FEET AND NORTH 89°54'11" WEST 165.0 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, SOUTHEAST QUARTER AND RUNNING THENCE NORTH ALONG THE CENTERLINE OF SAID STREET 150.0 FEET; THENCE NORTH 89°42'30" EAST ALONG THE NORTH SIDE OF A 25 FOOT WIDE DRIVE WAY 480.00 FEET; THENCE NORTH 223.25 FEET; THENCE SOUTH 89°54'11" EAST 346.08 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH 00°24'00" WEST 374.00 FEET; THENCE SOUTH 02°28'51" WEST 91.52 FEET; THENCE NORTH 85°33'36" WEST ALONG AN EXISTING FENCE 126.0 FEET; THENCE SOUTH 45°00' WEST 25.0 FEET; THENCE WEST 20.0 FEET; THENCE NORTH 01°30'52" EAST 91.08 FEET; THENCE NORTH 89°54'11" WEST 664.22 FEET TO THE POINT OF BEGINNING, CONTAINING 4.93 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN STREET RIGHT OF WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND UTILITY EASEMENTS OF RECORD.

DRAFT

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, developer, or buyer of this property, (hereinafter "Petitioner") Juan-Leonora Curiel, Candido + Florencio Curiel, Pedro Curiel hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants 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 Petitioner or Petitioner's 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 Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will reasonable rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

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

1. The use of Petitioner's property shall be limited to _____

2. Other restrictions including number and type of structures upon the property are limited to duplex or single family use.

3. Specific activities will not be allowed upon petitioner's property include _____

4. (Any other terms or conditions) _____

Exhibit "B"

5. Petitioner specifically agrees 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 Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Juan Curiel / Leandra Curiel, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

9-24-04
Date

Juan Curiel /
Leandra Curiel
Printed Name

3631 Tanglewood Dr.
Address
Springdale AR 72764

Juan Curiel
Leandra Curiel
Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 24th day of September, 2004, appeared before me, Juan Curiel and Leandra Curiel and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Kathryn Scott
NOTARY PUBLIC

My Commission Expires:
11-28-2005





PC Meeting of September 27, 2004

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, Senior Planner
Matt Casey, Staff Engineer
THRU: Dawn Warrick, A.I.C.P., Zoning & Development Administrator
DATE: September 21, 2004

RZN 04-1164: Rezoning (CLEVINGER DR. DUPLEXES, 436,437): Submitted by MELISSA CURIEL for property located at CLEVINGER DRIVE, S OF WEDINGTON DRIVE AND EAST OF 54TH. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 4.93 acres. The request is to rezone the subject property from R-A, Residential Agricultural, to RMF-6, Residential Multi-family, 6 units per acre with a Bill of Assurance.

Property Owner: JUAN & LEANDRA CURIEL

Planner: JEREMY PATE

RECOMMENDATION:

Staff recommends approval of the requested rezoning, with its associated bill of assurance, based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	Required <u>YES</u>
	☐ Approved ☐ Denied
Date: <u>September 27, 2004</u>	
CITY COUNCIL ACTION:	Required <u>YES</u>
	☐ Approved ☐ Denied
Date: <u>October 19, 2004 (1st reading if recommended)</u>	

Comments: _____

BACKGROUND:

Property description: The subject property is located on Clevenger Drive, east of 54th Avenue, south of Wedington Drive. Surrounding properties are zoned RSF-4 and R-A and are developed as single and two-family residential homes or agricultural land. The 4.93-acre tract is fully developed with two-family dwelling units. Development on the property predates the annexation of this area into the City of Fayetteville in the 1980s. At that time, land was primarily zoned R-A, Residential Agricultural by default as it was annexed. The existing ten (10) structures house a total of twenty (20) units, for a current density of 4.0 dwelling units per acre. However, though two-family dwelling units are permitted by right in the R-A zoning district, density is limited to ½ unit per acre (1 unit per 2 acres), with 200 feet of frontage per lot. The subject property is developed all on one (1) parcel of 4.93 acres, with frontage onto Clevenger Drive and 54th Avenue. The structures are thus considered nonconforming structures, and may not be replaced if destroyed except in compliance with zoning and development regulations.

Proposal: The applicant proposes a rezoning of the subject property to facilitate the reconstruction of a two-family unit lost to arson in the recent past. Upon application for a building permit, the applicant was informed that the structures were nonconforming, and thus could not be replaced. The intent is to replace the original structure with one that is similar in size and location.

Originally the applicant submitted a rezoning request to RT-12, Residential Two and Three-Family, to change the zoning district to one that would allow rebuilding of the dwelling units. However, staff was not in support of such a change in density on the site, which, with potential redevelopment of the property in the future, could increase the number of units on the property to (59). The applicant has changed the rezoning request, based on discussions with staff, to RMF-6, for a lower density. Additionally, the applicant is offering a Bill of Assurance stating that only two-family or single family residences may be constructed on the subject property, thereby eliminating the possibility of apartment-style dwelling units in this area.

Request: The request is to rezone the subject property from R-A, Residential Agricultural to RMF-6, Residential Multi-Family, 6 units per acre, with a Bill of Assurance limiting the type of development to single family and two-family dwelling units.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Single family homes, agricultural	RSF-4, Res. Single Family, 4 DU/acre R-A, Residential Agricultural
South	Single family homes, agricultural, two-family home	R-A, Residential Agricultural
East	Agricultural/vacant land	R-A, Residential Agricultural
West	Single family homes, two-family homes	RSF-4, Res. Single Family, 4 DU/acre

INFRASTRUCTURE:

Streets: Currently the site only has access to 54th Street along the west side of the property. If there is redevelopment of the site, 54th Street will need to be improved to current standards along the property frontage.

Water/Sewer: The property currently has access to an 8" water main and a 6" sewer main along 54th Street on the west side of the property. The property is already developed and will not have an additional impact to the water and sewer system in this area. If there is redevelopment of the site, an analysis will need to be performed for the 6" sewer to verify that there is sufficient capacity to serve the new development.

Fire: The subject property is located 1.70 miles from the future Fire Station #7 on Ruppel Road. Fire response time is approximately 4-5 minutes. Projected service calls for the subject property, at maximum build-out, is 3 calls per year.

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.

LAND USE PLAN: The Future Land Use Plan designates this site for Residential use. Rezoning this property to RMF-6 is consistent with the land use plan and is compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed rezoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. Surrounding properties are residential and agricultural in nature. Several two-family units are located nearby, with single family homes on large lots dominating the land use. The Bill of Assurance offered limits the type of development on the property, both now and in the future, to single family and two-family dwelling units, which is compatible with surrounding areas.

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 and needed in order to bring an existing development, which predates annexation of the area into the City of Fayetteville, into conformance. The proposed zoning will allow for the reconstruction of a structure in the short term; in the long term, the proposed zoning, with the offered Bill of Assurance, will limit the site to 6 dwelling units per acre with only single family and two-family dwelling unit types permitted.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The site is currently fully developed. The proposed zoning, with the existing development or redevelopment in the future, would not create or appreciably increase traffic danger and congestion in the area.

Police – It is the opinion of the Fayetteville Police department that an appreciable increase and 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. Currently there are 20 units on the 4.93 acres. With the proposed density, maximum of 29 units would be permitted, all single family or two-family in nature. Additionally, future development would potentially require street improvements and shall conform to zoning and development standards of the Unified Development Code. Public service providers have responded accordingly:

- Police –** This rezoning will not substantially alter the population density thereby undesirably increasing the load on police services.
- Fire –** Response time to the subject property (actual drive time) is approximately 4-5 minutes (approx. 1.70 miles) from station #7 on Ruppel Road. Projected service calls for the subject property, at maximum build-out, is 3 calls per year.
- Engineering -** Currently the site only has access to 54th Street along the west side of the property. If there is redevelopment of the site, 54th Street will need to be improved to current standards along the property frontage.

The property currently has access to an 8" water main and a 6" sewer main along 54th Street on the west side of the property. The property is already developed and will not have an additional impact to the water and sewer system in this area. If there is redevelopment of the site, an analysis will need to be performed for the 6" sewer to verify that there is sufficient capacity to serve the new development.

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

161.10 District Rmf-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(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 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 6
----------------	--------

(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 and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse:	
•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 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	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)—Variances, 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.

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.

July 28, 2004

To Whom It May Concern:

In 2004 unit number five (5) and six (6) on Clevenger Drive was burned down by arson. The owners, Juan and Leandra Curiel, Candido and Florencia Curiel and Pedro Curiel, contacted their insurance company so they could begin rebuilding the lost unit. The owners are not rebuilding for the purpose of selling the property.

In June 2004 the contractor that was hired came to the City for a permit to begin the building of the new unit. At that time the owners were informed that the existing duplexes were not in the correct zone for the purpose needed. Instead of requesting a variance for only the unit destroyed, it was decided to request re-zoning for the entire property in case anything should ever happen again to another duplex. Without the property being rezoned we would not be able to rebuild the site with an R-A zoning as we do not have the required space.

The new unit to be built is an exact replica of the duplex that was destroyed. The building of this unit will in no way alter the previous amount of land use, traffic or appearance as relates to the other nine (9) units.

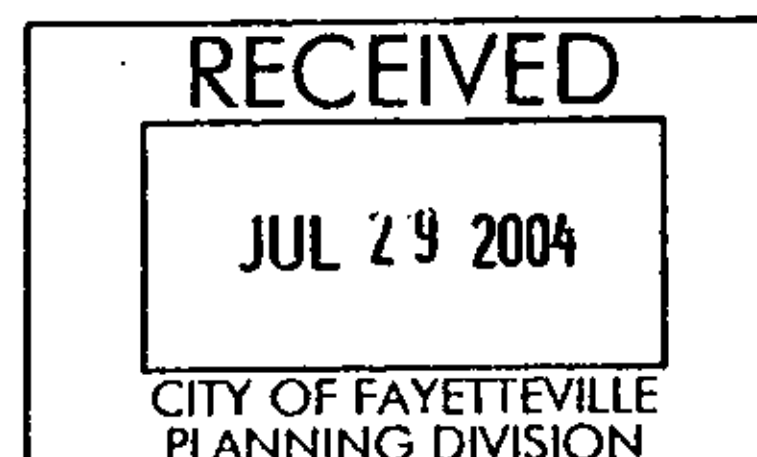
There is water (8") and sewer (6") used at this property coming off of North 54th.

Thank you very much for your consideration.

Sincerely,

Melissa D. Curiel

Melissa D. Curiel



**Legal Description of parcel # 76516198001
Duplexes at Clevenger Drive, Fayetteville**

A part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) and a part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Sixteen (16) North, Range Thirty-one (31) West. Being more particularly described, To-wit: Beginning at a point in the Center of West 54th Street which is North 240.0 feet and North 89°54'11" West 165.0 feet from the Southwest corner of said Northwest Quarter, Southeast Quarter and running thence North along the centerline of said street 150.0 feet; thence North 89° 42'30" East along the North side of a 25 foot wide drive way 480.00 feet; thence North 223.25 feet; thence South 89° 54'11" East 346.08 feet to an existing fence line; thence South 00° 24'00" West 374.00 feet; thence South 02°28'51" West 91.52 feet; thence North 85° 33'36" West along an existing fence 126.0 feet; thence South 45° 00' West 25.0 feet; thence West 20.0 feet; thence North 01° 30'52" East 91.08 feet; thence North 89° 54'11" West 664.22 feet to the point of beginning, Containing 4.93 acres, more or less. Subject to that portion in Street Right-of-way on the West side of herein described tract and utility easements of record.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Juan Luis Leandra Cervil
Applicant's Signature

RZN 04 - 1164
8/3/2004
JL

5.86 ft. Joanne Ennor

5. Petitioner specifically agrees 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 Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Candido & Florencia Curriel, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

9-22-04
Date

520 Paige Blvd.
Address
Lowell, AR 72745

Florencia Curriel
Candido Curriel
Printed Name

Florencia Curriel
Candido Curriel
Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 22 day of September, 2004, appeared before me, George D. Livermore and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

George D. Livermore
NOTARY PUBLIC

My Commission Expires:
02 April 2012

5. Petitioner specifically agrees 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 Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, PEDRO CURIEL, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

9-21-04

Date

Pedro Curiel

Printed Name

1621 Trollman Ave.

Address

S44 Mateo CA 94401

Pedro Curiel

Signature

NOTARY OATH

CALIFORNIA
STATE OF ARKANSAS
COUNTY OF WASHINGTON | SAN MATEO

And now on this the 21st day of September, 2004, appeared before me, PEDRO CURIEL and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

[Signature]
NOTARY PUBLIC

My Commission Expires:

July 15, 2008



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	Projected Fire/Other Calls for Service at Maximum Build Out	Projected EMS Calls for Service at Maximum Build Out
RZN 04-1164 CLEVENGER										

RZN 04-1166	SLOAN			FS 7	1.70 miles	4-5 min.	4-5 min.	3	1	2
				FS 7	1.20 miles	4 min.	4-5 min.	21	8	13
				FS 7	1.53 miles	4-5 min.	4-6 min.	5	2	3
RZN 04-1167	McBRYDE			FS 6	1.1 miles	2-3 min.	2-3 min.	N/A	N/A	N/A
RZN 04-1173	CAR WASH			FS 1	.20 miles	1 min.	1 min.	3	1	2
C-PZD 04-1175	RIVENDELL									

Response times will be lower when access to Ruppel Rd. is established

Response times will be lower when access to Ruppel Rd. is established



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

C. 3
RZN 04-1164 (Clevenger Duplexes)
Page 19 of 24

RECEIVED

SEP 10 2004

PLANNING DIV.

POLICE DEPARTMENT

September 7, 2004

Dawn Warrick
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Warrick,

This document is in response to the request for a determination of whether the proposed **RZN 04-1164 Rezoning (Clevenger Duplexes, pp 436/437)** submitted by Melissa Curriel for property located at Clevenger Drive, South of Wedington Drive and East of 54th would substantially alter the population density and thereby undesirably increase the load on public services or create an appreciable increase in traffic danger and traffic congestion.

It is the opinion of the Fayetteville Police Department that this Planned Rezoning District **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 traffic congestion.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Brown", with a stylized "KB" to the right.

Lieutenant William Brown
Fayetteville Police Department

From: Planning
To: Conklin, Tim; Morgan, Suzanne; Pate, Jeremy; Warrick, Dawn
Date: 9/27/04 9:36AM
Subject: Fwd: RZN04-1164

>>> <marcella@uark.edu> 09/27/04 09:10AM >>>

To the Planning Staff,

I am writing to voice my strong opposition to the rezoning of the acreage on Clevenger Drive which will add, if I read it right, some 20+ units to the complex. First of all, the Clevenger duplexes were built long before this area was even annexed into the city. As long as the Clevengers owned and operated the complex, it was a good neighbor. Even after the Clevengers sold it, but continued to manage it, it was a good neighbor. However, as the units have aged and the Clevengers are not actively involved, the complex has not been as good a neighbor, as evidenced by the arson fire a few months ago that could have spelled disaster for the entire neighborhood. In the years since annexation, all the building on our street has been single family homes on at least an acre, many on several acres. We have all put a lot of time and money into our homes, including the new one I just finished on my farm. Most of the new subdivisions going in on 16 and Persimmon are single family. We neither want nor need more duplexes. We don't have the infrastructure out here to handle all the new subdivisions, let alone multi-family construction. You turned down the proposed duplexes on Tackett, in part because of infrastructure, in part because of the characteristics of the neighborhood. I would urge you to turn down this rezoning.

I would also urge you to reject any rezoning of the 35 acres the city is selling off the sewer plant acreage. That needs to stay a buffer zone.

thank you,

Marcella Thompson

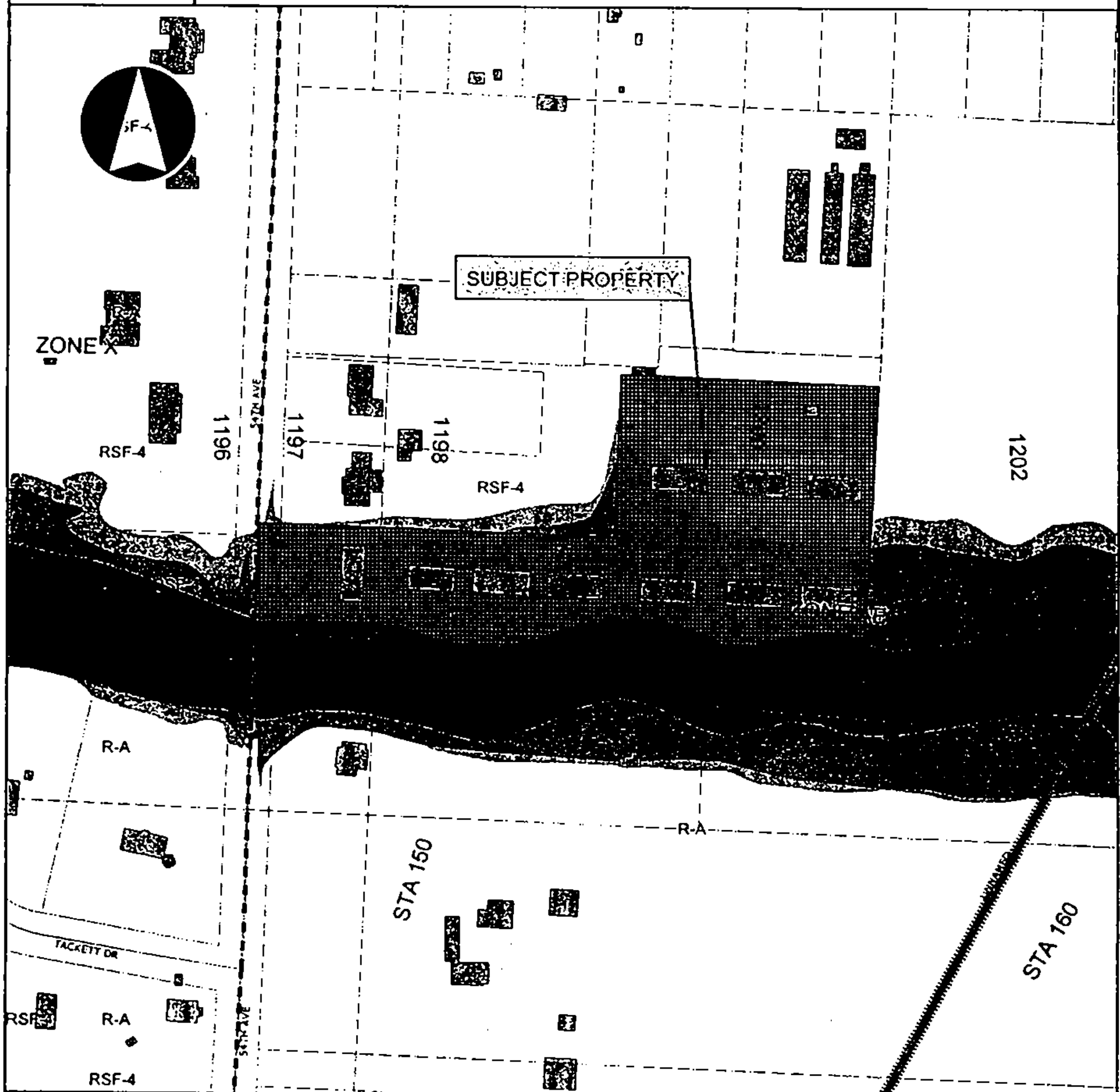
644 54th

marcella@uark.edu

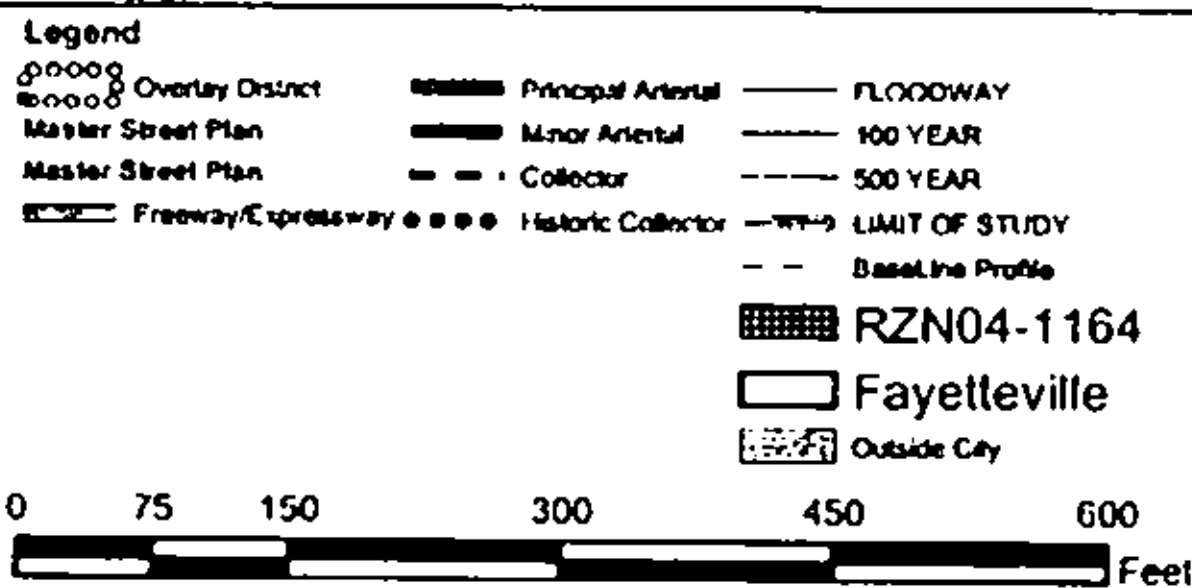
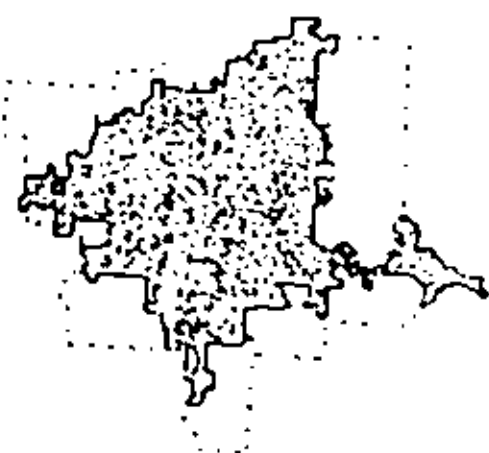
RZN04-1164

Close Up View

CLEVENGER RD. DUPLEXES



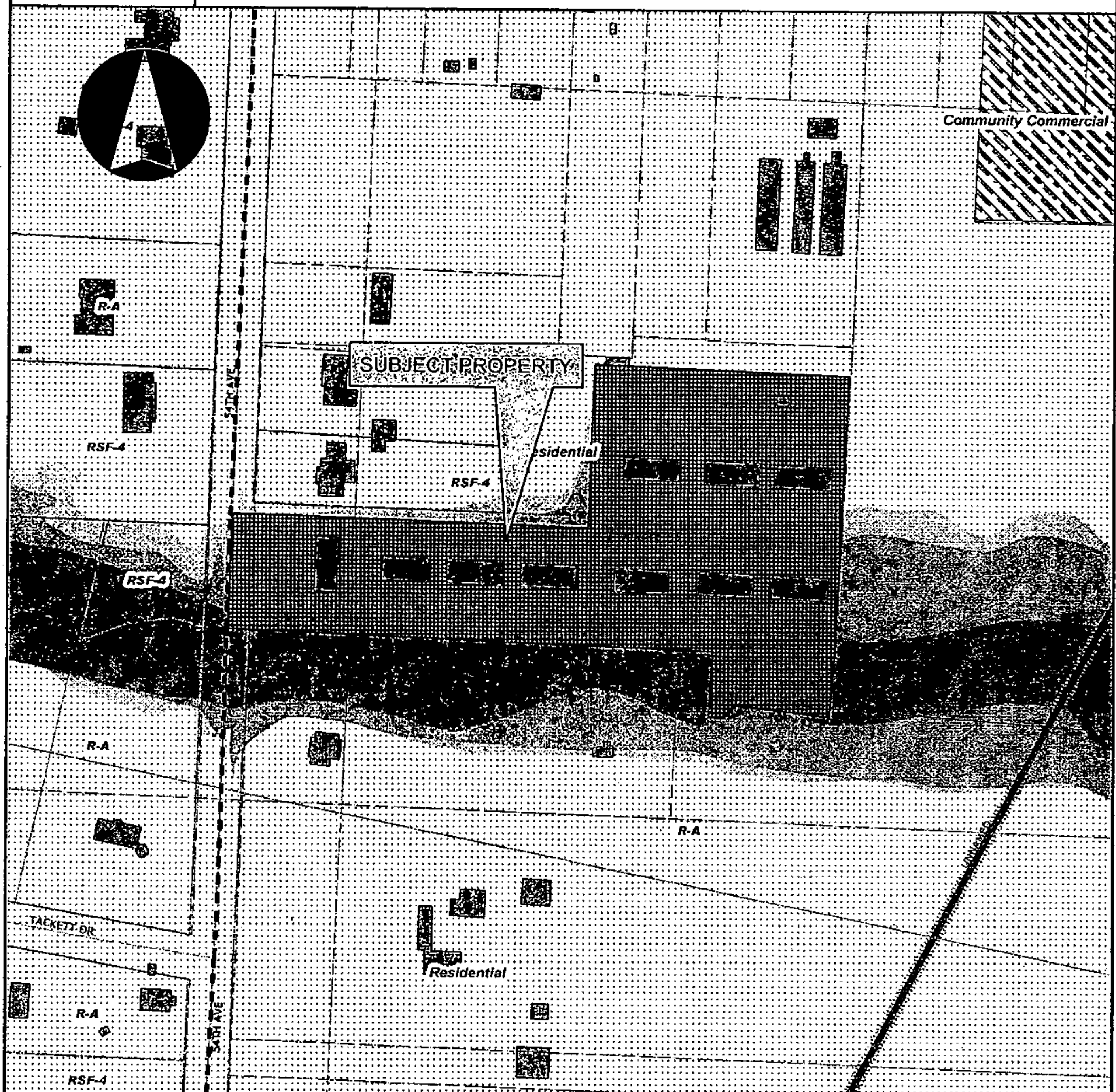
Overview



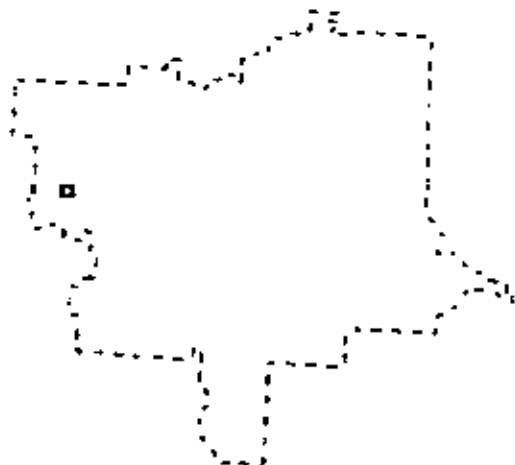
RZN04-1164

Future Land Use

CLEVENGER RD. DUPLEXES



Overview



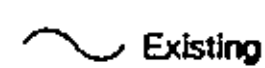
Legend

Subject Property



RZN04-1164

Streets



Existing



Planned

Boundary



Planning Area



Overlay District



Outside City

Master Street Plan



Freeway/Expressway



Principal Arterial



Minor Arterial



Collector



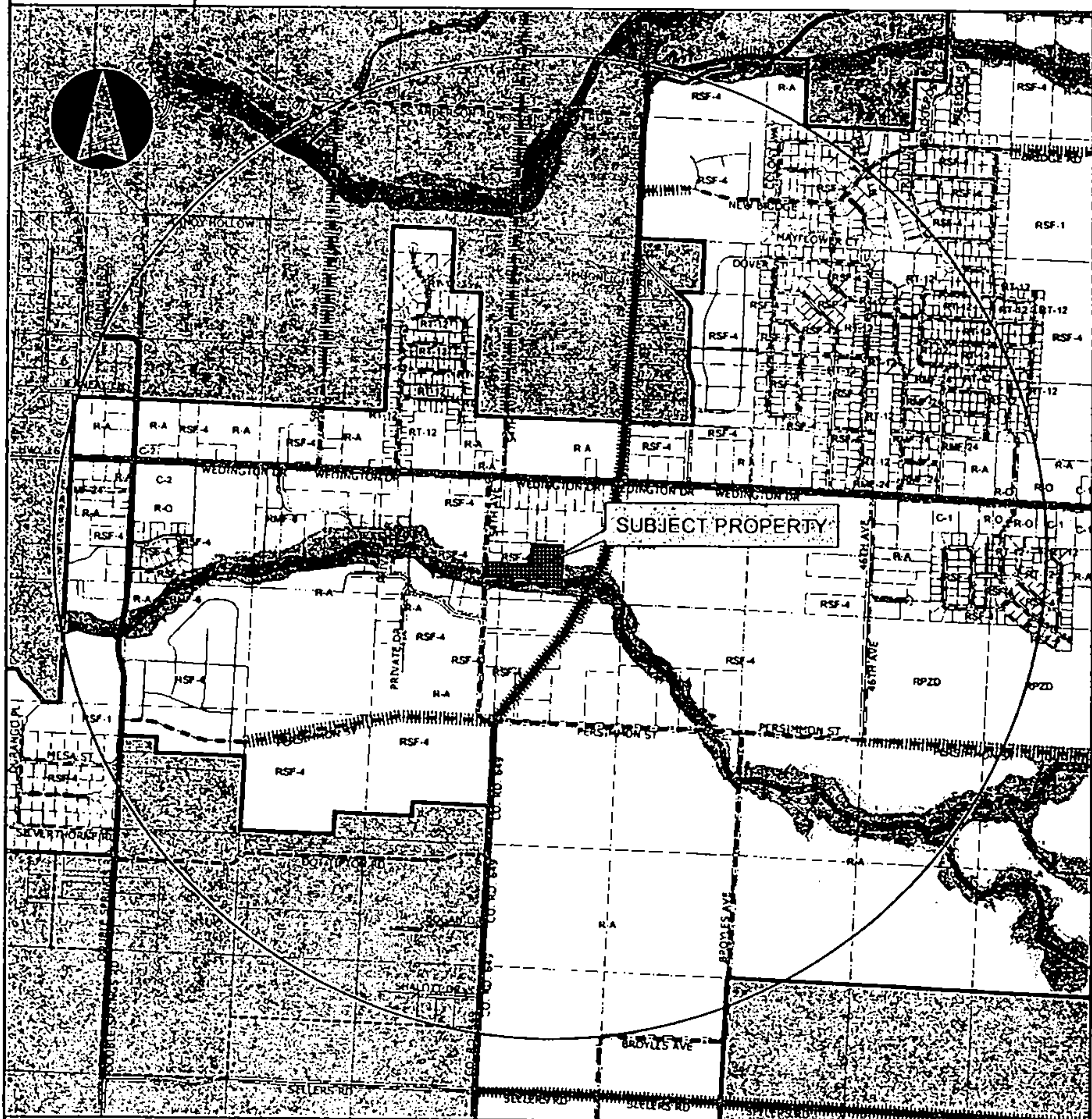
Historic Collector



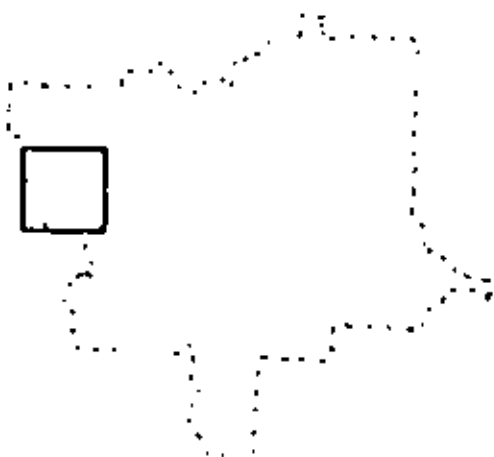
RZN04-1164

One Mile View

CLEVENGER RD. DUPLEXES



Overview



Legend

Subject Property

RZN04-1164

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

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of:

October 19, 2004

FROM:

Dawn T. Warrick

Planning

CP&E

Name

Division

Department

ACTION REQUIRED: Ordinance Approval.

SUMMARY EXPLANATION:

RZN 04-1164: Rezoning (Clevenger Duplexes, 436/437) was submitted by Melissa Curiel for property located south of Wedington, east of 54th Avenue. The property is zoned R-A, Residential Agricultural and contains approximately 4.93 acres. The request is to rezone the subject property from R-A, Residential Agricultural, to RMF-6, Residential Multi-family, six units per acre.

STAFF RECOMMENDATION: Approval

Dawn T. Warrick
Division Head

10/1/04
Date

Received in Mayor's Office

10/4/04
Date
fit

[Signature]
City Attorney

10/1/04
Date

[Signature]
Department Director

10-5-04
Date

Cross Reference:

[Signature]
Finance & Internal Services Dir.

10/5/04
Date

Previous Ord/Res#:

Orig. Contract Date:

[Signature]
Chief Administrative Officer

10-5-04
Date

Orig. Contract Number:

[Signature]
Mayor

10/5/04
Date

New Item:

Yes

No



CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator *DW*

Date: September 30, 2004

Subject: Rezoning request for Gene Housley (RZN 04-1188)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 9.46 acres of property from R-A, Residential Agricultural to C-1, Neighborhood Commercial.

BACKGROUND

The subject property is located east of Gregg Avenue and delineated by Appleby Road to the south and Futrall Drive to the north. The 9.46-acre tract is currently zoned R-A, Residential Agricultural, and developed as a manufactured home park with forty-five units. A majority of the site lies within floodway and floodplain, as well as the Design Overlay District.

The applicant requested the property be rezoned from R-A, Residential Agricultural, to C-1, Neighborhood Commercial. The existing structures on the property would become nonconforming as they are not permitted within a C-1 zoning district by right or conditional use. The applicant has corresponded with the residents of the Manufactured Home Park to notify them of future plans for developments of this property. Development will require compliance with all floodplain regulations and will be reviewed for access management to avoid dangerous traffic conditions at the intersections of Appleby Rd. and Futrall Dr. with Gregg Avenue.

DISCUSSION

On September 27, 2004, the Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation for approval to rezone the subject property C-1.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 04-1188 AS SUBMITTED BY
GENE HOUSLEY FOR PROPERTY LOCATED AT 400 WEST
APPLEBY ROAD CONTAINING APPROXIMATELY 9.46
ACRES 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 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 _____, 2004.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
RZN 04-1188

A PART OF THE N $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND A PART OF THE N $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ ALL IN SECTION 34, T-17-N, R-30-W AND A PART OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ AND A PART OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, ALL IN SECTION 27, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING STATE SURVEY MONUMENT FOR THE NE CORNER OF THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 34; THENCE S 00°06'02" W ALONG THE EAST LINE OF SAID SECTION 34, 660.07 FEET TO AN EXISTING BRASS CAP IN APPLEBY ROAD; SAID POINT BEING THE SE CORNER OF THE N $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 34; THENCE N 89°28'49" W ALONG THE SOUTH LINE OF THE N $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 34, 1,109.30 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE CENTER OF SKULL CREEK; THENCE N 89°28'49" W 340.91 FEET TO THE EAST RIGHT-OF-WAY OF JOHNSON ROAD; THENCE ALONG THE RIGHT OF WAY OF JOHNSON ROAD THE FOLLOWING BEARINGS AND DISTANCES: N 00°49'06" W, 447.78 FEET TO AN EXISTING AHTD MONUMENT; N 04°29'19" E, 150.74 FEET TO AN EXISTING AHTD MONUMENT; N 00°45'08" W, 50.04 FEET TO AN EXISTING AHTD MONUMENT; N 04°42'04" E, 100.64 FEET TO AN EXISTING AHTD MONUMENT; N 02°16'39" E, 100.58 FEET TO AN EXISTING AHTD MONUMENT; N 06°14'15" E, 100.93 FEET TO AN EXISTING AHTD MONUMENT AT THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY 71; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY 71, THE FOLLOWING BEARINGS AND DISTANCES: N 80°42'26" E, 46.26 FEET TO AN EXISTING AHTD MONUMENT; N 69°31'43" E, 100.21 FEET TO AN EXISTING AHTD MONUMENT; N 58°37'10" E, 101.00 FEET TO AN EXISTING AHTD MONUMENT; N 67°09'10" E, 100.00 FEET TO A POINT IN THE CENTER OF SKULL CREEK; THENCE LEAVING THE SAID RIGHT-OF-WAY AND FOLLOWING THE CENTER OF SKULL CREEK, THE FOLLOWING BEARINGS AND DISTANCES: S 17°24'54" E, 104.58 FEET; S 58°40'38" E, 69.11 FEET; S 70°23'00" E, 52.42 FEET; S 18°13'34" E, 101.91 FEET; S 15°51'27" W, 128.39 FEET; S 29°18'17" W, 102.53 FEET; S 09°39'49" W, 255.51 FEET; S 00°08'37" E, 91.86 FEET; S 36°45'50" W, 127.08 FEET; S 08°50'32" E, 109.66 FEET; S 00°57'41" E, 27.68 FEET; S 13°38'53" E, 42.76 FEET TO THE POINT OF BEGINNING, CONTAINING 9.46 ACRES, MORE OR LESS.



PC Meeting of September 27, 2004

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, Associate Planner
THRU: Dawn Warrick, AICP, Zoning & Development Administrator
DATE: September 21, 2004

RZN 04-1188: Rezoning (GENE HOUSLEY, 172/211): Submitted by GENE HOUSLEY for property located at 400 W APPLEBY ROAD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 9.46 acres. The request is approve rezoning of the subject property from R-A, Residential Agricultural, to C-1, Neighborhood Commercial.

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends rezoning of subject property to C-1, Neighborhood Commercial based on findings found herein:

PLANNING COMMISSION ACTION:	Required <u>YES</u>
Date: <u>September 27, 2004</u>	☒ Approved ☐ Denied <i>Shackelford/Naught 2 8-0-0</i>
CITY COUNCIL ACTION:	Required <u>YES</u>
Date: <u>October 19, 2004</u>	☒ Approved ☐ Denied

BACKGROUND:

Property description: The subject property is located east of Gregg Avenue, south of Futrall Dr. and Hwy 71B. The 9.46 acre tract is currently zoned R-A, Residential Agricultural. Forty-five mobile homes reside within the manufactured home park on the property. A majority of the site lies within floodway and floodplain, as well as the Design Overlay District. Development will require compliance with all floodplain regulations and will be reviewed for access management to avoid dangerous traffic conditions at the intersections of Appleby and Futrall with Gregg Avenue.

Request: The applicant is requesting the property be rezoned from R-A, Residential Agricultural, to C-1, Neighborhood Commercial. The applicant has corresponded with the residents of the Manufactured Home Park to notify them of future plans for developments of this property.

Public Comment: Staff has received public comment from a property owner on Cydnee Drive in the North Heights Subdivision who expressed concern with allowable uses in the C-1 zoning district at this location.

Recommendation: Staff recommends approval of rezoning the subject property C-1, Neighborhood Commercial based on the findings included in the staff report.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Single family residential	RSF-4, Res. Single-family, 4 units/acre C-2, Thoroughfare Commercial
South	Apartments	RMF-24, Res. Multi-family, 24 units/acre
East	Washington Reg. Med. Center	R-O, Residential Office
West	Vacant	R-A, Residential Agricultural

INFRASTRUCTURE:

Streets: Currently the site has access to Gregg Avenue and Appleby Road. Appleby Road is an improved roadway with curb and gutter and storm drainage. Gregg Avenue is currently under design by the Highway Department for an upcoming construction project.

Surrounding Master Street Plan Streets:
 North: Futrall Drive (Collector)
 Hwy 71B (Freeway/Expressway)
 South: Appleby Rd. (Collector)
 East: Gregg Avenue (Minor Arterial)
 West: Broyles Rd. (Collector)

Water: The property currently has access to an 8" water main and a 6" water main through the site. These mains will be adequate to provide domestic water service and fire protection to future developments on the site.

Sewer: The site currently has access to a 15" and 12" sewer line across the property. These mains will be adequate to provide sewer service to future developments on the site.

Fire: The subject property is located 1.10 miles from the Fire Station #4. Response time to the property is approximately 4 minutes and an estimated 4 minutes response time at full build-out.

Police: Springbrook Mobile Home Park is currently located on this property. Futrall Drive borders the property to the north, Appleby Drive to the south, Gregg Ave. to the west and Washington Regional Medical Center to the east. This is a high vehicle traffic area on all streets surrounding the property. Currently the mobile home park offers access and egress from Appleby Drive. We do not feel this rezoning recommendation would create a substantial burden on police services nor would it create unusually delayed response times. We do have concerns about access and egress to this property due to the heavy traffic volumes and the traffic congestion. This could potentially impact a timely response by police. We recommend installation of access and egress is located as far away from Futrall and Gregg as possible.

LAND USE PLAN: General Plan 2020 designates the site as **Office**.

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 Future Land Use map designates the subject property as **Office**. Fayetteville serves as a regional provider of professional office services and in anticipation of the growth of Northwest Arkansas, a sizeable area of land was designated for **Office** in a location accessible from a major thoroughfare (71B). The subject property is current zoned **R-A**, which allows for animal husbandry, agricultural, and residential uses. The manufactured home park that exists on the property provides residential housing but does not allow for more intense uses as planned for in the General Plan 2020.

Like Professional Office, Neighborhood Commercial is a use identified within the Future Land Use Plan. Its purpose is to enhance and regulate the appearance of neighborhood commercial areas within and adjacent to residential neighborhoods, provide commercial uses convenient and accessible for individuals living in the community and reduce the number of trips generated by residential developments. The subject property is located north of densely populated multi and single family neighborhoods whose only available retail services are located on Sunbridge Drive and College Avenue. Rezoning the property to **C-1**, Neighborhood Commercial will allow for development of a neighborhood retail and office center located in an area easily accessible to the existing surrounding residential neighborhoods, potential development on vacant land to the west, and the general public with access to major thoroughfares.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The subject property is located adjacent to 71B and Gregg Avenue, a State Highway that is currently under design by the Highway Department for an upcoming construction project. The additional traffic, high density housing, and potential for future residential development to the west of the subject property justify the need for Neighborhood Commercial in this location.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed reconstruction and widening of Gregg Avenue in this location will increase the volume of traffic and therefore the potential danger of accidents. However, additional lanes and review of curb cuts on Gregg Avenue at the time of development will reduce the potential of greater traffic danger and congestion. The police department does have concerns about access and egress to this property due to the heavy traffic volumes and the traffic congestion. This could potentially impact a timely response by police. They recommend installation of access and egress is located as far away from Futrall and Gregg as possible to alleviate potential traffic danger.

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 approximately 9.46 acre tract is currently developed as a manufactured home park with 45 units. Rezoning the property to the proposed C-1 zoning designation will reduce the population density at this location.

The following is a review of available services:

Engineering – The property currently has access to an 8" water main and a 6" water main through the site and will adequately provide domestic water service and fire protection to future developments on the site. The site currently has access to a 15" and 12" sewer line across the property. These mains will be adequate to provide sewer service to future developments on the site. Currently the site has access to Gregg Avenue and Appleby Road. Appleby Road is an improved roadway with curb and gutter and storm drainage. Gregg Avenue is currently under design by the Highway Department for an upcoming construction project.

Fire - The subject property is located 1.10 miles from the Fire Station #4. Response time to the property is approximately 4 minutes and an estimated 4 minutes response time at full build-out.

Police - The police department does not feel this rezoning recommendation would create a substantial burden on police services nor would it create unusually delayed response times.

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.

161.15 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.

(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)

161.16 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.

Fayetteville Fire Department Service Delivery Impact: Zoning Review Sept. 21, 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	Projected Fire/Other Calls for Service at Maximum Build Out	Projected EMS Calls for Service at Maximum Build Out
RZN 04-1188	Housley			FS 4	1.10 miles	4 min.	4 min.	N/A	N/A	N/A
RZN 04-1189	Jackson			FS 1	3.00 miles	6 min.	6 min.	N/A	N/A	N/A
R-PZD 04-1181	Walnut Crossing			FS 6	2.60 miles	4-5 min.	4-6 min.	37	15	22

ITEM # 6 ON APPLICATION

A. CURRENT OWNERSHIP INFORMATION:

PROPERTY OWNED BY COMMERCIAL COMPUTER SERVICES INC.
AN ARKANSAS CORPORATION OWNED BY GENE AND SHERRY
HOUSLEY, P.O. BOX 3646, FAYETTEVILLE, AR. 72702

THERE IS CURRENTLY NO PROPOSED OR PENDING SALE ON THIS
PROPERTY.

B. REASON (NEED) FOR REQUESTING THE ZONING

THE PROPERTY IS CURRENTLY ZONED A-1 AND FOR THE PROPERTY TO
BE SOLD OR DEVELOPED, THE C-1 ZONING IS NEEDED.

C. STATEMENT OF HOW THE PROPERTY WILL RELATE TO
SURROUNDING PROPERTIES IN TERMS OF LAND USE, TRAFFIC,
APPEARANCE, AND SIGNAGE.

THE PROPERTY IS LOCATED ON THE BYPASS AND BORDERS 3 STREETS
AND WOULD BE A GOOD LOCATION FOR A SHOPPING CENTER WITH
AMENITIES FOR AREA RESIDENTS . EXISTING ROADWAYS ARE BEING
IMPROVED AND THE LOCATION WOULD LEND ITSELF TO UPSCALE
RETAIL BUSINESS. SIGNAGE IN FAYETTEVILLE IS WELL REGULATED
AND SIGNS AT THIS LOCATION UNDER CURRENT GUIDELINES WOULD
BE VERY VISIBLE AND ATTRACTIVE.

D. AVAILABILITY OF WATER AND SEWER (STATE SIZE OF LINES).

WATER AND SEWER LINES CURRENTLY ON THE PROPERTY ARE:

Water Line 8"

Sewer 15"

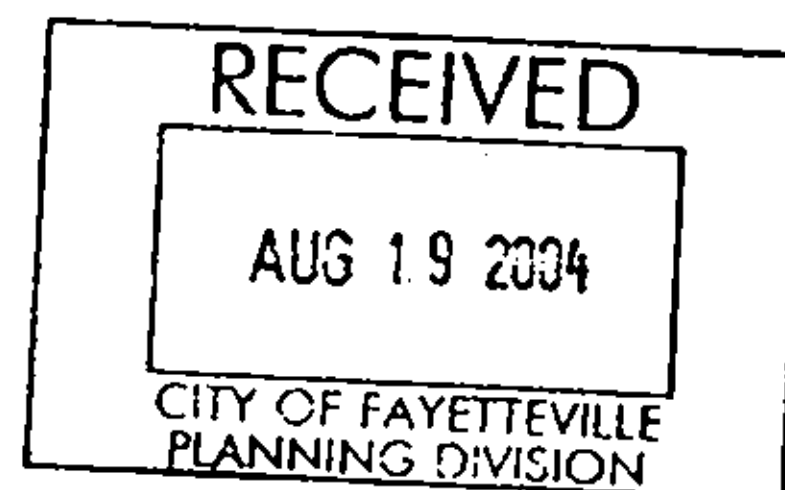
RECEIVED

AUG 19 2004

CITY OF FAYETTEVILLE
PLANNING DIVISION

ITEM # 7 ON APPLICATION

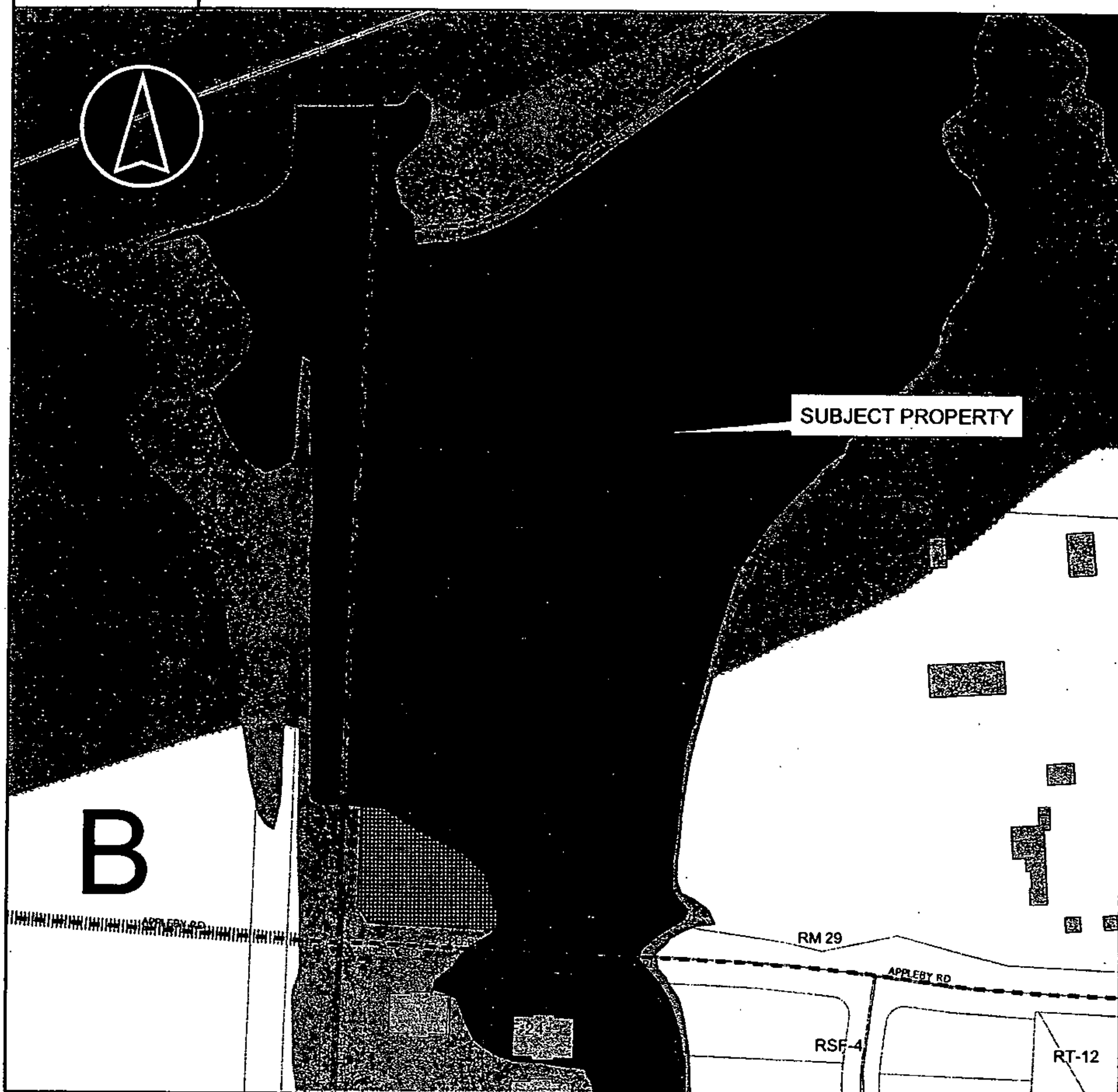
- A. THE PROPOSED ZONING IS CONSISTENT WITH ITS LOCATION ON THE BYPASS AND BORDERING 3 STREETS. THIS WILL BE A GOOD LOCATION FOR A COMMERCIAL RETAIL DEVELOPMENT AND SHOULD FIT WELL IN THE MIX OF DEVELOPMENTS IN THE AREA.
- B. THE PROPOSED ZONING IS NEEDED FOR ANY PRACTICAL FINANCIAL USE OF THE PROPERTY BESIDES ITS EXISTING USE AS A MOBILE HOME PARK.
- C. GREGG STREET IS CURRENTLY IN THE PROCESS OF BEING FOUR LANED AND WILL BE CAPABLE OF EASILY HANDLING THE TRAFFIC AT THIS LOCATION AND THE LIMITED ACREAGE AT LOCATION WOULD NOT CREATE A DEVELOPMENT LARGE ENOUGH TO CAUSE TRAFFIC CONGESTION. ACCESS TO THE DEVELOPMENT COULD BE FROM GREGG STREET AND OR APPLEBY ROAD WHICH SHOULD MAKE FOR SMOOTH TRAFFIC FLOW.
- D. THE PROPERTY SHOULD HAVE MINIMAL IMPACT ON SEWER AND WATER SERVICES AND WILL HAVE NO IMPACT ON POPULATION.
- E. THE CURRENT ZONING OF A-1 WILL NO ALLOW ANY PRACTICAL FINANCIAL USE OF THE PROPERTY OTHER THAN THE EXISTING USE AS A MOBILE HOME PARK.



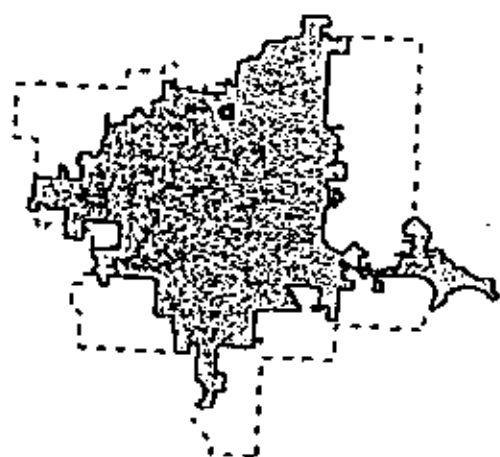
RZN04-1188

Close Up View

GENE HOUSLEY

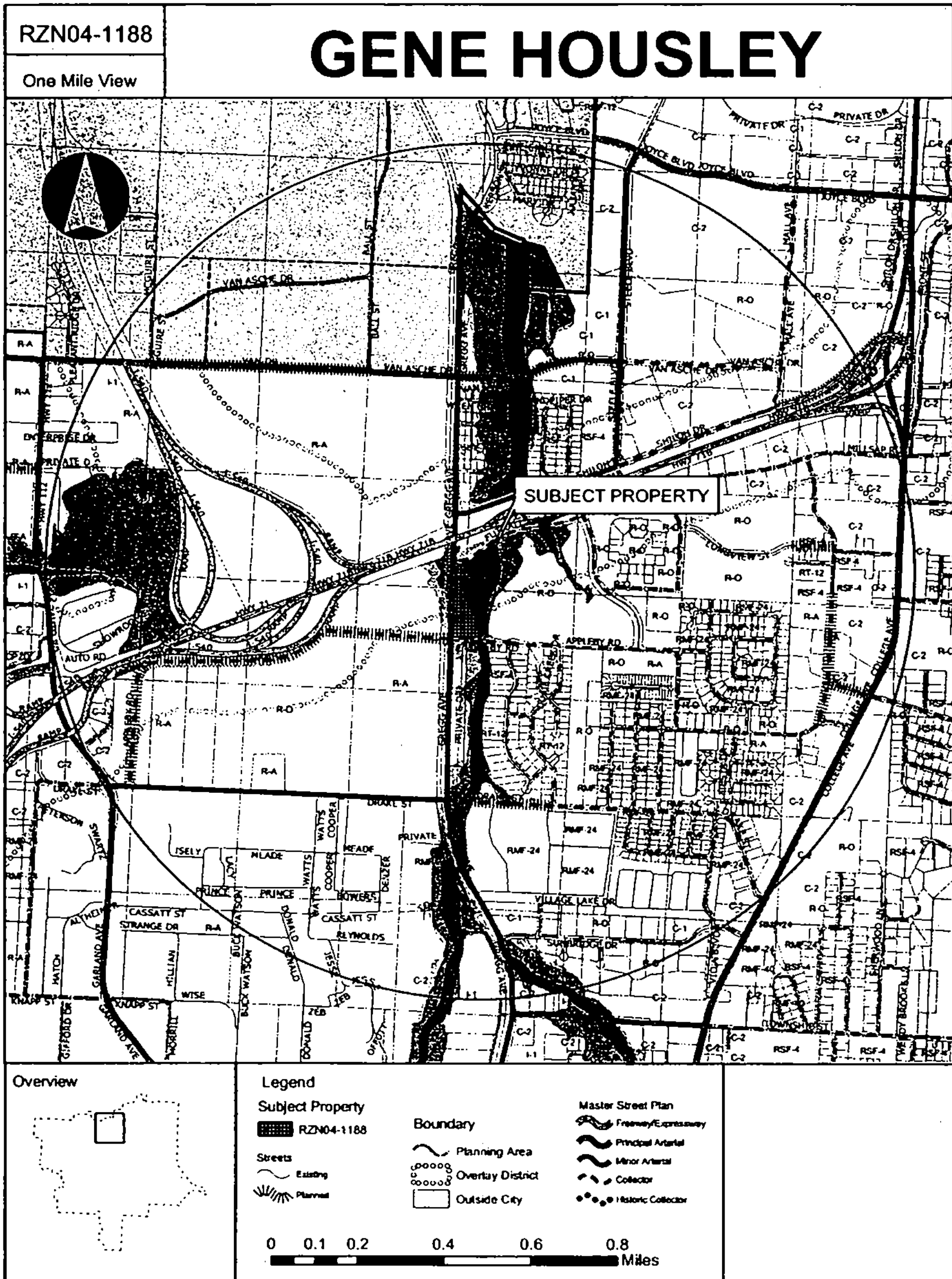


Overview



Legend

- | | | |
|----------------------------|----------------------------|--------------------|
| ○ ○ ○ ○ ○ 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 |
| | ▬▬▬▬▬ RZN04-1188 | |
| | ▬▬▬▬▬ Fayetteville | |
| | ▬▬▬▬▬ Outside City | |
- 0 75 150 300 450 600 Feet



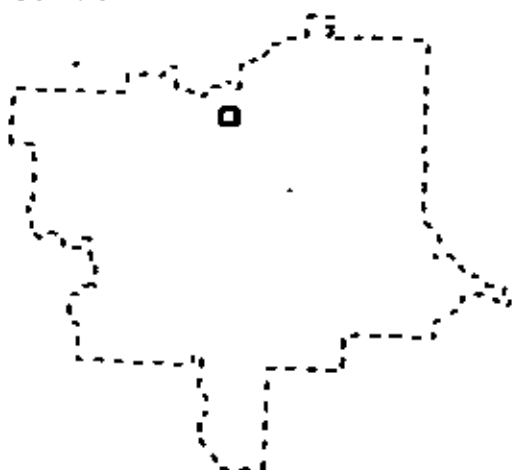
RZN04-1188

Future Land Use

GENE HOUSLEY



Overview



Legend

Subject Property

RZN04-1188

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 125 250 500 750 1,000 Feet

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of: October 19, 2004

FROM:

Dawn T. Warrick

Planning

CP&E

Name

Division

Department

ACTION REQUIRED: Ordinance Approval.

SUMMARY EXPLANATION:

RZN 04-1188: Rezoning (Gene Housley, pp 211/250) was submitted by Gene Housley for property located at 400 W. Appleby Road. The property is zoned R-A, Residential Agricultural and contains approximately 9.46 acres. The request is to rezone the subject property from R-A, Residential Agricultural, to C-1, Neighborhood Commercial.

STAFF RECOMMENDATION: Approval

Dawn T. Warrick 10/1/04
Division Head Date

Received in Mayor's Office

10/04/04
Date *ff*

K. Warrick 10/1/04
City Attorney Date

[Signature] 10-5-04
Department Director Date

Cross Reference:

[Signature] 10-5-04
Finance & Internal Services Dir. Date

Previous Ord/Res#:

[Signature] 10-5-04
Chief Administrative Officer Date

Orig. Contract Date:

[Signature] 10/5/04
Mayor Date

Orig. Contract Number:

New Item:

Yes

No



City Council Meeting of October 19, 2004
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator *DW*

Date: September 30, 2004

Subject: Rezoning request for Jackson/Humphries (RZN 04-1189)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 7.91 acres of property from R-A, Residential Agricultural and C-2, Thoroughfare Commercial to I-1, Heavy Commercial and Light Industrial.

BACKGROUND

The subject property is located north of Sunrise Mountain Road, west of School Avenue. A majority of the vacant 7.91 acre tract is zoned R-A, Residential Agricultural, and approximately 1.41 acres of the southeast corner of the property is zoned C-2. This and surrounding properties adjacent to School Avenue, the Arkansas Missouri Railroad and Drake Field are designated Industrial on the General Plan 2020. Several of the properties within this area are currently zoned I-1 in accordance with the General Plan.

The applicant requested the property be rezoned to I-1, Heavy Commercial and Light Industrial. The applicant, S& J Properties, a division of JJS Digital Communications, intends to develop a structure to house a digital printing business as well as construct multiple self-service storage units.

DISCUSSION

On September 27, 2004, the Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation for approval to rezone the subject property I-1.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 04-1189 AS SUBMITTED BY NICK WILSON FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF SOUTH SCHOOL AVENUE AND SUNRISE MOUNTAIN ROAD CONTAINING APPROXIMATELY 7.91 ACRES FROM R-A, RESIDENTIAL AGRICULTURAL AND C-2, THOROUGHFARE COMMERCIAL TO I-1, HEAVY COMMERCIAL, LIGHT INDUSTRIAL.

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 and C-2, Thoroughfare Commercial to I-1, Heavy Commercial, Light Industrial 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 _____, 2004.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
RZN 04-1189

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE CENTERLINE OF U.S. HIGHWAY NO. 71 WHICH IS 15 CHAINS AND 83 ½ LINKS SOUTH OF THE NORTH LINE OF SAID 40 ACRE TRACT, THENCE WEST 18 CHAINS AND 41 ½ LINKS TO THE EAST LINE OF THE RIGHT OF WAY OF THE ST. LOUIS AND SAN FRANCISCO RAILROAD; THENCE SOUTH BEARING EAST WITH THE EAST LINE OF SAID RAILROAD RIGHT OF WAY 3 CHAINS 54 ½ LINKS TO THE NORTH SIDE OF THE PUBLIC ROAD; THENCE EAST 17 CHAINS AND 77 LINKS TO THE CENTERLINE OF U.S. HIGHWAY NO. 71; THENCE NORTHERLY WITH THE CENTERLINE OF SAID HIGHWAY 3 CHAINS AND 29 LINKS OR TO THE PLACE OF BEGINNING, CONTAINING 5.95 ACRES, MORE OR LESS. ALSO:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH OF RANGE 30 WEST, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHERE THE NORTH LINE OF THE ABOVE DESCRIBED 5.95 ACRE PARCEL INTERSECTS THE WEST RIGHT OF WAY OF U.S. HIGHWAY 71, WHICH POINT IS 974.6 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SAID 40 ACRE TRACT, THENCE NORTH ALONG THE WEST LINE OF SAID HIGHWAY RIGHT OF WAY 74.1 FEET; THENCE WEST 1230.1 FEET, OR TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID RAILROAD RIGHT OF WAY TO A POINT DUE WEST OF THE POINT OF BEGINNING, THENCE EAST TO THE POINT OF BEGINNING.

DRAWN



PC Meeting of September 27, 2004

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, Associate Planner
THRU: Dawn Warrick, AICP, Zoning & Development Administrator
DATE: September 21, 2004

RZN 04-1189: Rezoning (JACKSON/HUMPHRIES, 717): Submitted by NICK WILSON for property located at NW CORNER OF S SCHOOL AVE AND SUNRISE MOUNTAIN ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 7.91 acres. The request is to rezone the subject property from R-A, Residential Agricultural, and C-2, Thoroughfare Commercial, to I-1, Heavy Commercial, Light Industrial. Submitted on behalf of: STAN JACKSON Submitted on behalf of: JOHN HUMPHRIES
Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends rezoning of subject property to I-1, Heavy Commercial and Light Industrial based on findings found herein:

PLANNING COMMISSION ACTION:	Required <u>YES</u>
Date: <u>September 27, 2004</u>	☒ Approved ☐ Denied Shackelford/Graves ² 8-0-0
CITY COUNCIL ACTION:	Required <u>YES</u>
Date: <u>October 19, 2004</u>	☒ Approved ☐ Denied

BACKGROUND:

Property description: The subject property is located north of Sunrise Mountain Road, west of School Avenue. The vacant 7.91 acre tract is zoned C-2, Thoroughfare Commercial, and R-A, Residential Agricultural. Approximately 1.41 acres of the southeast corner of the property is zoned C-2, with the remaining property to the north and west zoned R-A.

Request: The applicant is requesting the property be rezoned from R-A, Residential Agricultural, to I-1, Heavy Commercial and Light Industrial. The applicant, S&J Properties, a division of JJS Digital Communications, intends to develop a structure to house a digital printing business as well as construct multiple self-service storage units.

Recommendation: Staff recommends approval of a rezoning to I-1, Heavy Commercial and Light Industrial based on the findings included herein.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Single family residence Standard Register Company	RSF-4, Res. Single-family, 4 units/acre R-A, Residential Agricultural I-1, Heavy Commercial & Light Industrial
South	Dennis Home Furnishings	R-A, Residential Agricultural C-2, Thoroughfare Commercial
East	Vacant	RSF-4, Res. Single-family, 4 units/acre
West	Vacant fields	R-A, Residential Agricultural

INFRASTRUCTURE:

Streets: Currently the site has access to Sunrise Mountain Road. At the time of development, this street will need to be brought up to current standards along the property frontage. These improvements will include pavement, curb and gutter, storm drainage and sidewalks.

Surrounding Master Street Plan Streets:

North: Shiloh Drive (Collector)

South: Sunrise Mountain Road (Local)

East: School Avenue (Principal Arterial)

West: Railroad

Water: The property has access to an 8" water main along Sunrise Mountain Road along the south side of this property. This main should be sufficient to provide service to most developments that could occur on the site. An extension of the water main will be required to provide water supply and fire protection within any development on this property.

Sewer: The site currently does not have access to sanitary sewer. An off-site sewer main extension will be required to serve this development. The nearest sewer main is an 8" main on the east side of School Avenue.

Fire: The subject property is located 3.0 miles from Fire Station #1. Response time to the subject property currently and at maximum build-out is approximately 6 minutes.

Police: This area is mainly comprised of a mixture of residential and commercial properties. The line of sight looking south from Sunrise Mountain Rd. is

approximately 200 feet and approximately one half mile looking north. This property sets on the lower side of the road and requires added time to merge onto 71 Business. There is a turn lane on this four-lane highway, which aid traffic in entering and exiting the highway. The speed limit is 40 mph. It should be considered that large trucks might find it challenging entering and leaving the roadway in a timely manner. This is the greatest safety consideration we see at this time. We do not anticipate this rezoning request will create a substantial burden on police services nor will it cause a delay in response for police services.

LAND USE PLAN: General Plan 2020 designates the site as **Industrial**.

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 Future Land Use map designates the subject property as Industrial. This plan identifies several large areas within the City for industrial use to minimize and concentrate noise, visual, air and water pollution often associated with uses permitted in industrial zones. Those properties identified for industrial use are located within the Fayetteville Industrial Park and adjacent to major rail lines and Drake Field. The subject property is located west of School Avenue, a principal arterial, and east of a railroad line. Surrounding properties to the north and south are zoned and used in compliance with the Future Land Use map. Rezoning the subject property I-1 is consistent with the land use planning objectives, surrounding uses, and will minimize the impact of industrial uses by concentrating them in one area.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The subject property is located adjacent to School Avenue, a Principal Arterial, and is identified as Industrial on the Future Land Use map. That the property is identified for more intensive commercial and industrial use, surrounding properties are zoned and used for like uses, and the close proximity to both a rail line and a principal arterial road justify the need for rezoning the property I-1.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Light industries, some of which have the characteristics of offices, generate more traffic during peak hours. Adjacent Master Street Plan streets and

improvements made to Sunshine Mountain Road adjacent to the property at the time of development will facilitate safe traffic movements.

The police department has reviewed this request and found that the line of sight looking south from Sunrise Mountain Rd. is approximately 200 feet and approximately one half mile looking north. This property sets on the lower side of the road and requires added time to merge onto 71 Business. There is a turn lane on this four-lane highway, which aid traffic in entering and exiting the highway. The speed limit is 40 mph. It should be considered that large trucks might find it challenging entering and leaving the roadway in a timely manner. This is the greatest safety consideration we see at this time.

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 approximately 7.91 acre tract is currently vacant and zoned C-2 and R-A. The proposed zoning to I-1 will not alter the population density resulting in an undesirable increase on the load of public services.

The following is a review of available services:

Engineering – The property has access to an 8" water main along Sunrise Mountain Road along the south side of this property. This main should be sufficient to provide service to most developments that could occur on the site. An extension of the water main will be required to provide water supply and fire protection within any development on this property.

The site currently does not have access to sanitary sewer. An off-site sewer main extension will be required to serve this development. The nearest sewer main is an 8" main on the east side of School Avenue.

Currently the site has access to Sunrise Mountain Road. At the time of development, this street will need to be brought up to current standards along the property frontage. These improvements will include pavement, curb and gutter, storm drainage and sidewalks.

Fire - The subject property is located 3.0 miles from Fire Station #1. Response time to the subject property currently and at maximum build-out is approximately 6 minutes.

Police - The police department does not anticipate this rezoning request will create a substantial burden on police services nor will it cause a delay in response for police services.

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.

161.17 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.

161.20 District I-1, Heavy Commercial And Light Industrial

- (A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

- (B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 6	Agriculture
Unit 12	Offices, studios and related facilities
Unit 13	Eating places
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Professional offices
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities

- (C) *Density.* None.

- (D) *Bulk and area regulations.* None.

- (E) *Setback regulations.*

Front, when adjoining A or R districts	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear, when adjoining C, I, or P districts	10 ft.

- (F) *Height regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 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 25 feet.

- (G) *Building area.* None.

Fayetteville Fire Department Service Delivery Impact: Zoning Review Sept 21, 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	Projected Fire/Other Calls for Service at Maximum Build Out	Projected EMS Calls for Service at Maximum Build Out
RZN 04-1188	Housley			FS 4	1.10 miles	4 min.	4 min.	N/A	N/A	N/A
RZN 04-1189	Jackson			FS 1	3.00 miles	6 min.	6 min.	N/A	N/A	N/A
R-PZD 04-1181	Walnut Crossing			FS 6	2.60 miles	4-5 min.	4-6 min.	37	15	22

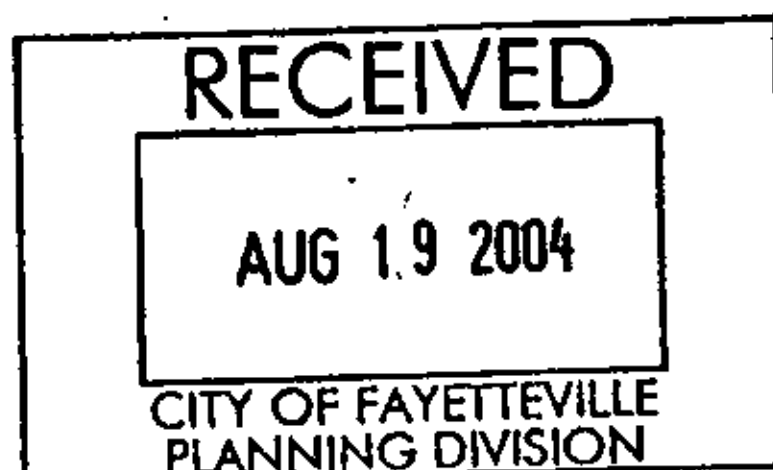
(6a)- This property rezoning request is for 7.8 acres at the nw corner of S. School and Sunrise Mountain Rd. Parcel #765-15510 presently owned by Martha McBride and Camella Morrow Smith.

The property is under contract to be purchased by S & J Properties (Stan Jackson & John Humphries) a division of JJS Digital Communications.

(6b)- We are requesting this change to allow us to construct a building to house our digital printing business as well as construct multiple self service storage units.

(6c)- We believe our development will fit very well with the surrounding properties. There is a significant amount of industry and commercial development on three sides of the property. Our development will produce very little increase in traffic as our printing business is not a retail "walk-in " business. The storage business would increase traffic slightly due to tenants entering and exiting their units.

(6d)- An 8" water line runs along Sunrise Mt. Rd. on the south side directly across the road. A 6" sewer line lies along School Ave. on the east side of the street. Lines would have to be bored under both Sunrise Mt. and School to obtain access.



(7a)- Our request to rezone this parcel I-1 is consistent with the existing developments in the immediate area and with the 2020 Master Plan.

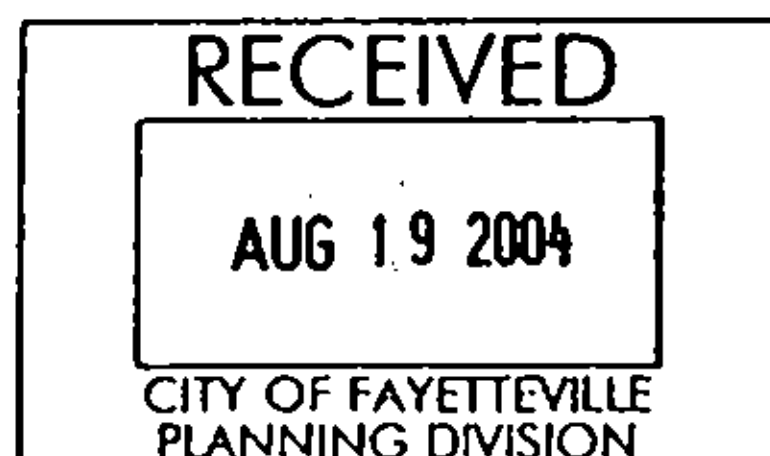
(7b)- We believe this zoning request is justified to allow the type of development we intend to establish and would place the property within the guidelines set forth in the 2020 Masterplan.

(7c)- The development we intend to establish on this property would not create an excessive increase in traffic. At our present location we may have an average of five clients per week entering our office. This is due to the fact that we deal with corporate clients and do not desire, or have, walk in business.

The self service storage business would create a minimal amount of traffic due to customers coming in to rent units, although the existing infrastructure would easily handle this increase.

(7d)- The two businesses combined will only require a maximum of five employees, so no extensive additional load would be added to public services.

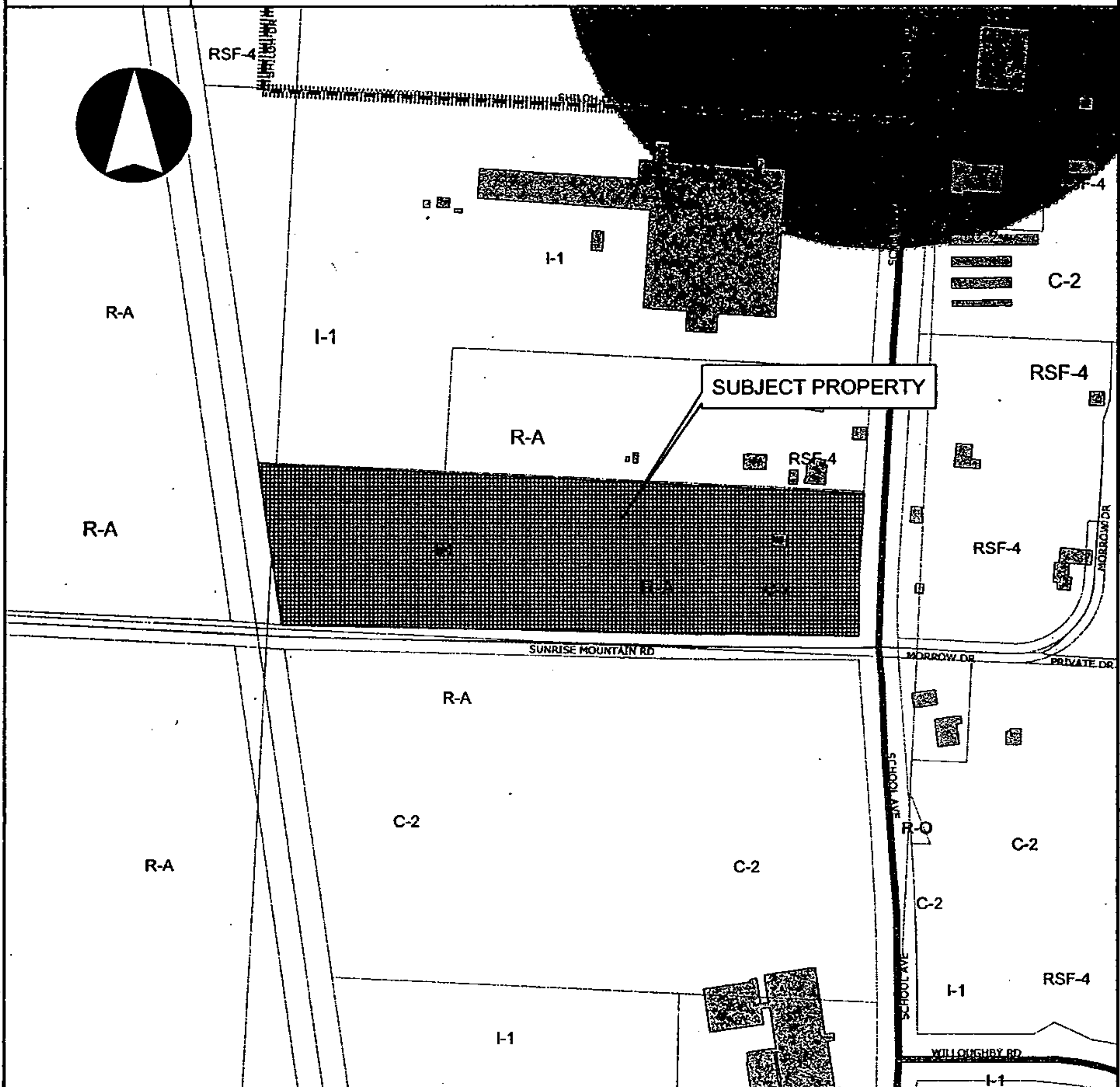
(7e)- Only a small portion of the property is presently zoned C-2 with the remainder zoned R-A. The present zoning would not accommodate the development we intend to establish, nor does it fall within the 2020 Masterplan.



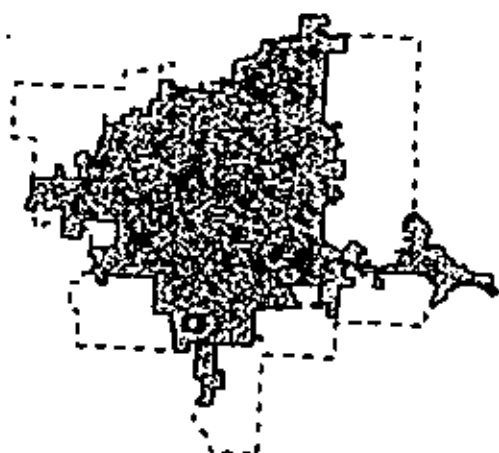
RZN04-1189

Close Up View

JACKSON/HUMPHRIES



Overview



Legend

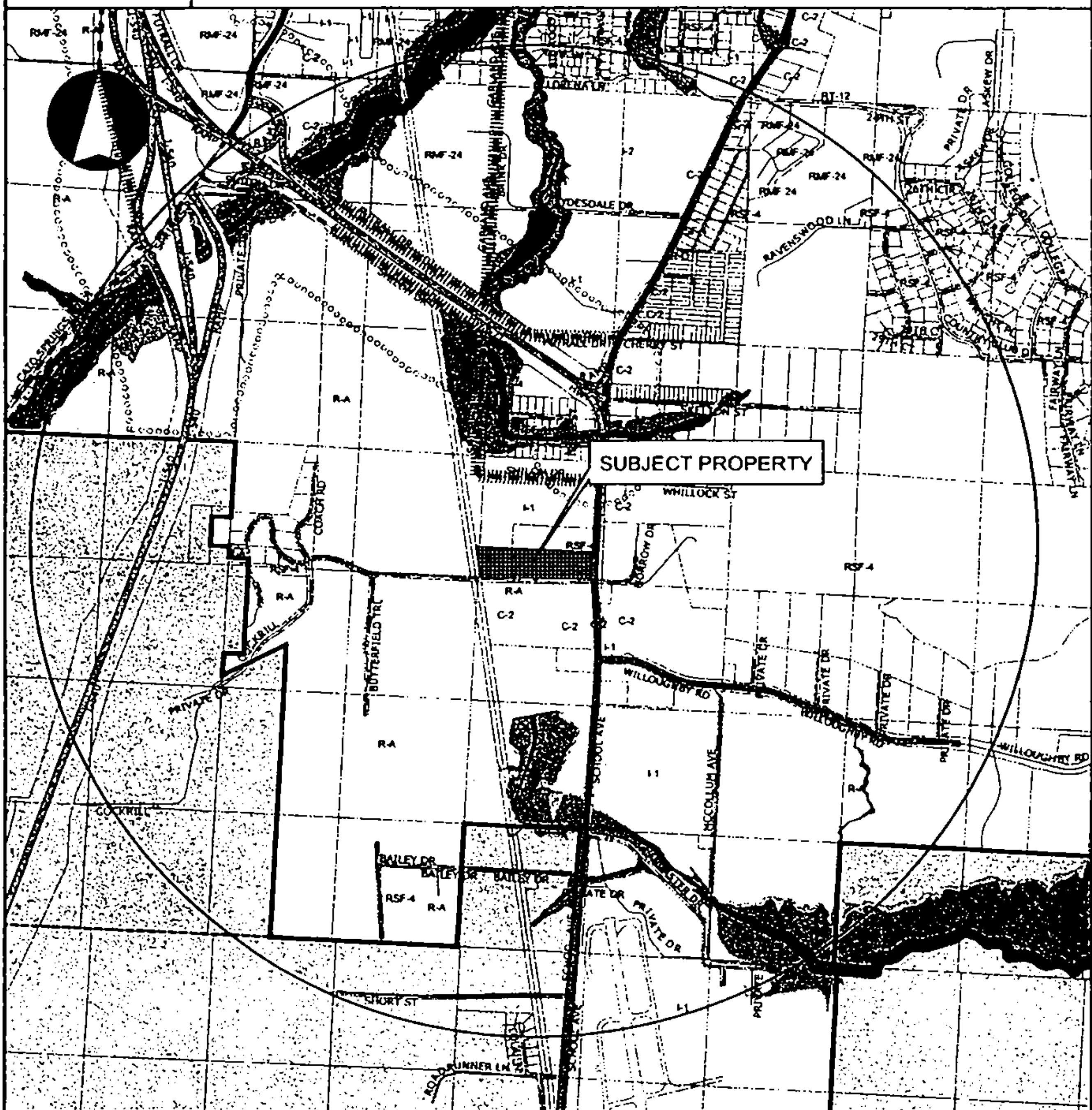
- | | | |
|----------------------------|--------------------------|--------------------|
| ○ ○ ○ ○ ○ Overlay District | ▬ Principal Arterial | — FLOODWAY |
| ▬ Master Street Plan | ▬ Minor Arterial | — 100 YEAR |
| ▬ Master Street Plan | ▬ Collector | — 500 YEAR |
| ▬ Freeway/Expressway | ● ● ● Historic Collector | — LIMIT OF STUDY |
| | | — Baseline Profile |
| | | ▬ RZN04-1189 |
| | | ▬ Fayetteville |
| | | ▬ Outside City |

0 125 250 500 750 1,000 Feet

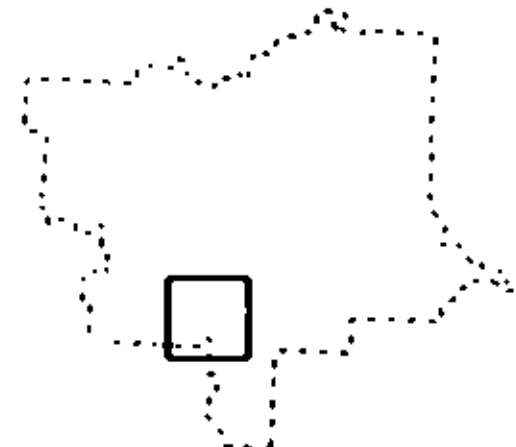
RZN04-1189

One Mile View

JACKSON/HUMPHRIES



Overview



Legend

Subject Property

RZN04-1189

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

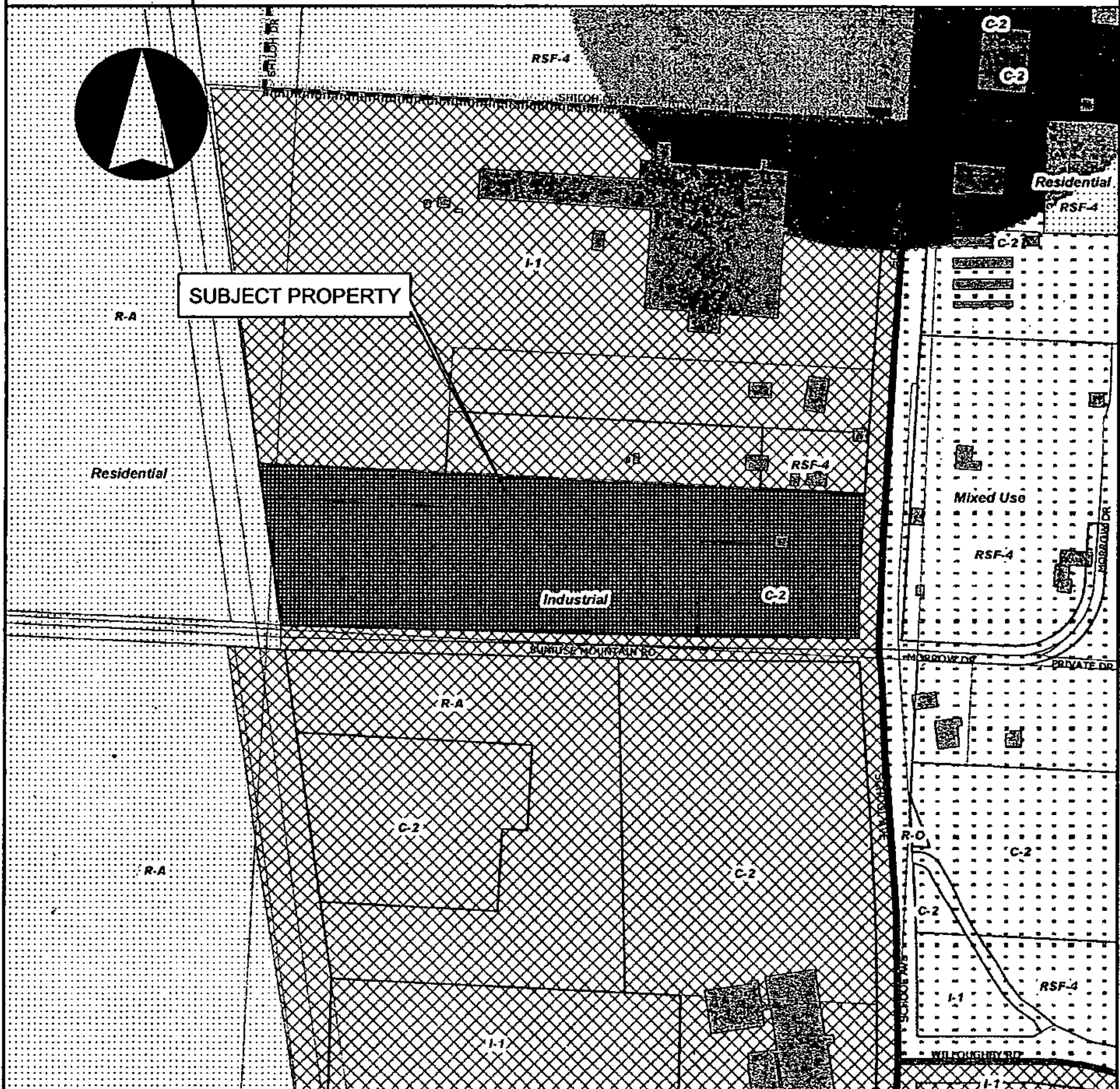
Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

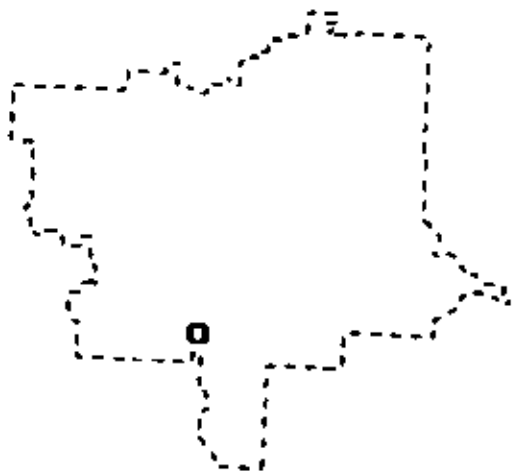
RZN04-1189

Future Land Use

JACKSON/HUMPHRIES



Overview



Legend

Subject Property

RZN04-1189

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 125 250 500 750 1,000 Feet

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of: October 19, 2004

FROM:

Dawn T. Warrick
Name

Planning
Division

CP&E
Department

ACTION REQUIRED: Ordinance Approval.

SUMMARY EXPLANATION:

RZN 04-1189: Rezoning (Jackson/Humphries, pp 717) was submitted by Nick Wilson for property located at the northwest corner of School Avenue and Sunrise Mountain Road. The property is zoned R-A, Residential Agricultural and C-2, Thoroughfare Commercial and contains approximately 7.91 acres. The request is to rezone the subject property to I-1, Heavy Commercial, Light Industrial.

STAFF RECOMMENDATION: Approval

Dawn T. Warrick 10/1/04
Division Head Date

[Signature] 10/1/04
City Attorney Date

[Signature] 10-5-04
Department Director Date

[Signature] 10-5-04
Finance & Internal Services Dir. Date

[Signature] 10-5-04
Chief Administrative Officer Date

[Signature] 10/5/04
Mayor Date

Received in Mayor's Office

10/4/04
Date
[Signature]

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item:

Yes

No

ENTERED
[Signature]
10/1/04

City Council Meeting of October 19, 2004
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator 

Date: September 28, 2004

Subject: Residential Planned Zoning District for Walnut Crossing (R-PZD 04-1181)

RECOMMENDATION

Planning Staff recommends approval of an ordinance creating the Residential Planned Zoning District (R-PZD) for Walnut Crossing. This action will establish a unique zoning district for a residential subdivision on a 43.30 (52.98 total developed) acre tract located in west Fayetteville, north of Hwy 62. The proposal entails a residential subdivision with 136 single family dwelling units and 6.47 acres cluster homes, along with a 5.02 acre park.

BACKGROUND

Property Description: The property consists of a total of 52.98 acres located in west Fayetteville and east Farmington, north of Hwy 62 (6th Street). Of the 52.98 acres in review for the associated Planned Zoning District, only 43.30 acres is within the City of Fayetteville, the remainder of which lies within the City of Farmington. Two legal descriptions, therefore, accompany the proposal: one for the rezoning, from R-A, Residential Agricultural to the unique R-PZD zoning district (43.30 acres); and a second for the Preliminary Plat being processed simultaneously, subdividing property in both jurisdictions (52.98 acres). The City of Farmington has been notified and is in the process of reviewing development plans separately from the City of Fayetteville.

The property is agricultural in nature, with floodplain associated with Farmington Branch creek and several groupings of trees.

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 and cluster home development consisting of 136 single family lots and 59 cluster homes (units). A 5.02-acre public park is proposed, as well as a large tree preservation area along the floodplain of the creek.

DISCUSSION

The Planning Commission voted 8-0-0 in favor of this request on Monday, September 27, 2004. Approval of a planned zoning district requires City Council approval as it includes zoning (land use) as well as development approval (preliminary plat). Recommended

City Council Meeting of October 19, 2004
Agenda Item Number

conditions were approved by the Planning Commission, which are reflected in the attached staff report.

The intent of the Walnut Crossing development is to provide attainable housing for citizens of Fayetteville, while providing a unique and quality development. Several different types of homes are offered, in the 1100-1600 SF range, within the affordable housing range for median income families of Northwest Arkansas. Smaller lots are proposed, to help with reducing cost, and a larger, community park that acts as the neighborhood's "back yard" is centrally located.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 04-1181, WALNUT CROSSING LOCATED NORTH OF HWY. 62, EAST OF LAYNE STREET CONTAINING 43.30 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 R-A, Residential Agricultural to R-PZD 04-1181 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 plat and approved by the Planning Commission on September 27, 2004.

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 _____, 2004.

APPROVED:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
R-PZD 04-1181

A part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW 1/4), all in section 24, Township 16 North, Range 31 West, Washington County, Arkansas and being more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4); thence along the East line of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), South 0°02'50" East - 299.40 feet; thence South 68°42'22" West - 446.64 feet; thence South 56°56'13" West - 43.00 feet; thence South 79°44'13" West - 39.40 feet; thence North 0°16'43" West - 492.58 feet to a point on the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along said South line, North 89°56'29" West - 821.53 feet to the Southwest corner of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along the West line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), North 0°25'44" West - 1315.86 feet to the Northwest corner of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along the North line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), South 89°46'28" East - 825.00 feet to an iron pipe; thence South 0°16'43" East - 60.00 feet; thence South 89°46'28" East - 479.02 feet to a point on the East line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along said East line, South 0°55'25" East - 1252.20 feet to the POINT OF BEGINNING, containing 43.30 acres, more or less.



PC Meeting of September 27, 2004

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, Senior Planner
Matt Casey, Staff Engineer
THRU: Dawn Warrick, A.I.C.P., Zoning & Development Administrator
DATE: September 21, 2004

R-PZD 04-1181: Planned Zoning District (WALNUT CROSSING SUBDIVISION):
Submitted by ENGINEERING SERVICES, INC for property located at THE NORTH SIDE OF HWY 62W, EAST OF LAYNE STREET. The property contains approximately 52.98 acres in total. A total of 43.30 is zoned R-A, RESIDENTIAL-AGRICULTURAL; the remaining 9.68 acres lies within the City of Farmington. The request is to approve a Residential Planned Zoning District with 136 single family lots and 6.47 acres of "cluster homes" on the subject property.
Property Owner: RAUSCH-COLEMAN HOMES, LLC Planner: JEREMY PATE

Findings:

Property Description: The property consists of a total of 52.98 acres located in west Fayetteville and east Farmington, north of Hwy 62 (6th Street). A property line adjustment and lot split have been filed to create the subject 52.98-acre tract. Of the 52.98 acres in review for development, only 43.30 acres is within the City of Fayetteville, the remainder of which lies within the City of Farmington. Two legal descriptions, therefore, accompany the proposal: one for the rezoning, from R-A, Residential Agricultural to the unique R-PZD zoning district (43.30 acres); and a second for the Preliminary Plat being processed simultaneously, subdividing property in both jurisdictions (52.98 acres). The City of Farmington has been notified and is in the process of reviewing development plans separately from the City of Fayetteville.

The tract consists primarily of agricultural land, with several significant trees and areas of high priority canopy falling along property boundaries old fence lines, within the proposed parkland or along the Farmington Branch creek.

Surrounding Land Use/Zoning:

Direction	Land Use	Zoning
North	Vacant, agricultural	R-A, Residential Agricultural
South	Stapleton S/D, creek/floodplain	Washington County, Farmington
East	Vacant, agricultural	R-A, Residential Agricultural
West	Vacant, agricultural	Washington County

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 and cluster home development consisting of 136 single family lots and 59 cluster homes (two-family dwelling units). A 5.02-acre public park is proposed, as well as a large tree preservation area along the floodplain of the creek.

Proposed Land Uses:

- Use Unit 1: City-wide Uses by Right
- Use Unit 8: Single Family Dwellings
- Use Unit 9: Two-family Dwellings
- Use Unit 10: Three-Family Dwellings
- Use Unit 26: Multi-Family Dwellings

Proposed Uses: R-PZD, Residential Planned Zoning District

	Proposed Land Use
Lots 1-136	Single Family Residential (Maximum 136 units) Use Unit 8
Lots 137-138	"Cluster Homes" (Maximum 59 total units) Use Unit 9, 10, 26
Lot 139	City Park, 5.02 Acres
Lots 140-141	Tree Preservation Areas
Lots 142-145	Open Space Tree Preservation, Detention, Farmington Branch creek, potential trail system No residential structures permitted

Total proposed dwelling units on the 43.30-acre site requested for rezoning is 195, therefore the proposed density for the R-PZD is **4.50 DU/acre**. *(On the real property, including the acreage within the City of Farmington, acreage equals 52.98 acres, thus real density is 3.68 DU/acre).* The developer proposes a mixture of lot sizes and types. Some of the lots are arranged such that they face onto the public street; others are accessed from rear alleys. Typical lot sizes and proposed setbacks are much smaller than those allowed in standard zoning districts, thus the need for processing a Planned Zoning District. Two of the large lots are proposed for "cluster homes," in two-family units, consisting of a total of 59 cluster homes (units). Both of these lots will require large scale development approval, as final designs have not been formulated. However, the conceptual plans indicated are intended to provide an idea of the development to occur there in the future.

Water & Sewer: Water and sewer lines are being extended to serve the development.

Access/Connectivity: The sole existing access is from Hwy 62 to the south, through the City of Farmington jurisdiction. The applicant has been in contact with the City of Farmington, and will present the project to both the Planning Commission and City Council there prior to final approvals from the City of Fayetteville. The Master Street Plan currently indicates an east-west Collector Street in the area of the proposed development. The proposed development intends to meet this Plan, only moving the connection to a more feasible location, approximately 600 feet

to the north, out of the Farmington Branch area. The proposed Collector Street is aligned to connect to Alberta Street to the west and eventually connect to the future Ruppel Road to the east. Another stub-out is proposed to the north. All interior streets are loop streets within 50 feet of right-of-way, with no dead-ends. The two northern blocks of single family lots are served by private alley-drives. All lots served by alleys are prohibited from having street-front facing garages, and access must be from the provided rear alleys. All alleys are private, to be maintained by the POA. The alleys are 12 feet in width, one-way, within a minimum 20-foot access easement.

Adjacent Master Street Plan Streets: Wilson Drive, Collector

Street Improvements: No off-site street improvements are recommended for this development. The developer will be required to build the access street from Hwy 62, including the creek crossing, to City of Fayetteville standards, as well as all other interior streets. Right-of-way for the future Collector Street will be dedicated.

<i>Tree Preservation:</i>	Existing:	9.95%
	Preserved:	7.58%
	Required:	9.95%
	Mitigation:	On-site mitigation required: (182) 2" caliper trees * see attached report

Parks: The Parks and Recreation board recommends a parkland dedication for the subject development. A total of 5.02 acres is being offered by the developer, which exceeds that required for this project. No banking of excess land, however, is requested. The covenants address fencing/interface with the public park. A four-foot fence split-rail type is to be maintained for those lots 10-33 bordering the public park. No chain link or metal poles are to be allowed.

A draft of protective covenants, as well as the applicant's response to the Planned Zoning District requirements and description of the project have been submitted and are included in the staff report.

Recommendation: Staff recommends approval of **R-PZD 04-1181** with the following conditions:

Conditions of Approval:

1. Permitted uses in this R-PZD shall be restricted to Use Unit 1: City-wide Uses by Right, Use Unit 8: Single Family Dwellings, Use Unit 9: Two-Family Dwellings, Use Unit 10: Three-Family Dwellings and Use Unit 26: Multi-family Dwellings, in those locations noted.
2. Planning Commission determination of a Master Street Plan amendment to relocate Wilson Drive, an east-west Collector Street, approximately 600 feet to the north, as presented with the subject development proposal, in order to facilitate a better connection. *Staff is in support of this request, as it meets the intent and purpose of the*

Master Street Plan in this location, eventually connecting east to Ruppel Road.
PLANNING COMMISSION DETERMINED IN FAVOR OF THE MASTER STREET PLAN AMENDMENT.

3. Planning Commission determination of parkland dedication. *The Parks and Recreation Board recommends parkland be dedicated for this project. A deed for the 5.02 acres shall be received prior to Final Plat.* PLANNING COMMISSION DETERMINED IN FAVOR OF THE RECOMMENDED PARKLAND.
4. Planning Commission determination of residential lot access management. *Due to the smaller lot width (50'-55') on those single family lots not accessed from rear alleys, staff finds a coordinated plan sensitive to pedestrian and vehicular safety, general attractiveness and convenience must be presented by the applicant for access to each lot to ensure a dangerous traffic situation is not created. Based on discussion with the applicant and Subdivision Committee, staff recommends a combination of shared driveways and reduced driveway widths for these lots in particular, in order to keep a logical proportion in relation to the lot width. For those lots not utilizing shared driveways, the maximum driveway width shall be 12 feet, constructed per city codes. For shared driveways, a maximum 24-foot driveway may be constructed, with location to be coordinated with city staff. Shared driveways may straddle property lines.* PLANNING COMMISSION DETERMINED IN FAVOR OF STAFF'S RECOMMENDATION FOR A COMBINATION SHARED/REDUCED WIDTH DRIVEWAY PLAN.
5. Planning Commission determination of the required recommendation to the City Council regarding the rezoning of the subject property to the unique district R-PZD 04-1181 with all conditions of approval as determined by the Planning Commission. PLANNING COMMISSION DETERMINED IN FAVOR OF THE REZONING REQUEST.
6. An ordinance creating this R-PZD shall be approved by City Council.
7. All setbacks, protective easements, density, and designated uses are binding with the approval of the R-PZD. Submitted covenants are likewise binding to the project.
8. Future development of Lots 137 and 138, the cluster homes, shall require processing a large scale development, subject to all applicable development ordinances. Building setbacks and density for these lots are reflected on the submitted plans.
9. Residential structures shall not be placed upon Lots 142-145.
10. A detailed street tree planting plan with a minimum of 182 street trees to meet mitigation requirements for the removal of 39,458 SF of tree canopy shall be submitted before final plat as part of the Planned Zoning District requirements.
11. All tree preservation easements shown on the plans shall be filed by way of Final Plat, to ensure continued preservation. Language identifying said easements shall be clearly included in the covenants, and potential homeowners made aware of the protected areas.
12. The developer shall coordinate with Solid Waste to determine the best means of access to

alley-loaded lots.

13. A pedestrian access shall be constructed from Street 2 to the park, to be coordinated with the Landscape Administrator to ensure continued protection of preserved trees.
14. Prior to Fayetteville City Council approval, all approvals necessary shall be obtained from the City of Farmington Planning Commission and City Council to proceed with the project.

Standard Conditions of Approval:

15. 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)
16. 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, including public streets, water and sewer lines, storm drains, sidewalks and detention facilities shall comply with the City's current requirements.
17. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
18. Street lights shall be installed every 300 feet along all public streets prior to final plat.
19. Preliminary Plat shall be valid for one calendar year.

PLANNING COMMISSION ACTION: yes Required

✓ Approved Denied

Date: September 27, 2004

The "CONDITIONS OF APPROVAL", stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

By

Title

Date

Findings associated with R-PZD 04-1181

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. Emphasis on tree preservation has been placed with the development proposal, and appropriate routing of utilities, streets, and protective easements has been achieved. Natural site amenities, including a large stand of trees within the proposed public park and the adjacent Farmington Branch creek, which is being retained as greenspace and concentrated Tree Preservation area, have been maximized, with protection of the watercourse from erosion and siltation a requirement of the development. The proposed density, while higher than immediately surrounding land uses, is a compatible density which also allows for more attainable housing, a primary goal of the applicant. A large public park provides a "back yard" for the community, which is designed with the concept of small lots with residents which utilize shared open spaces. Landscaping, tree preservation and overall public amenities required of the developer, along with the variety of housing types and design of lot layout furthers 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. A conceptual street tree planting plan has been presented, locating required mitigation trees. A detailed street

tree planting plan is required prior to final plat approval.

(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 loop streets within 50 feet of right-of-way, with no dead-ends. An east-west Collector Street is indicated through the property, within a minimum of 70 feet of right-of-way, eventually connecting users to the west to Alberta Street in Farmington and the yet to be constructed Ruppel Road to the east. An additional street stub-out is proposed to the north. The only provided access for the development at the present time is the street from Hwy 62; however, with future development, traffic dispersment will be possible with the presented street stub-outs. A turning lane is provided at the intersection of Street 1 and Hwy 62. Sidewalks are required on all sides of public streets within the development. A majority of the single family lots will be limited to access from rear alleys. For those lots without alley access, due to their narrow width, staff recommends a combination of shared 24-foot driveways and separate 12-foot wide driveways to facilitate a safe, attractive and functional internal street. Pedestrian traffic will thereby be protected from an impractical continuous curb cut, and the overall proportion of lot width to driveway width/paved surface will be more in keeping with typical residential ratios.

(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 and two-family units is enforced.

- (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 and park land requirements.

- (6) *Sidewalks.* As required by §166.03.

FINDING: Four-foot sidewalks are to be constructed on both sides of all interior streets; six-foot sidewalks are required on both sides of the Collector Street.

- (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.

- (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.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: N/A

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: The applicant proposes to preserve several distinct groupings of significant trees, including three areas along the western property boundary, a large area along the Farmington Branch Creek and two groupings that allow for access to the public park (lots 140 and 141). Additionally, the developer has proposed a public park in a location that retains several high priority, large trees (1.43 acres of canopy) though it must be noted that these are not counted toward the preserved total. A large percentage of trees will also be located with protective easements outside of the City of Fayetteville limits, which are also not counted within the preservation calculations.

- (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, offering an array of housing types, lot arrangements (front loading, alley access, shared drive, park-fronting, cluster homes) and amenities for the

community to enjoy. Open space is proposed with the 5.02-acre park, allowing for residents to utilize the common open space as virtual yards, in lieu of private, individual yards on each lot serving the individual homeowner. Many of the natural features of the site have been incorporated into the design, including the placement of the park, connections to a potential trail system along Farmington Branch Creek from the park, preservation of large boundary/fence row trees and large areas of riparian ecosystem. 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.

9.8.f Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services.

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 04-1181. 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 and clustered two, three and multi-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 different style and type of development. Public improvements provided with the development will ensure future street connectivity in the area.

(2) Permitted uses.

- Unit 1 City-wide uses by right
- ~~Unit 2 City-wide uses by conditional use permit~~
- ~~Unit 3 Public protection and utility facilities~~
- ~~Unit 4 Cultural and recreational facilities~~
- ~~Unit 5 Government facilities~~
- Unit 8 Single-family dwellings
- Unit 9 Two-family dwellings
- Unit 10 Three-family dwellings
- ~~Unit 12 Offices, studios and related services~~
- ~~Unit 13 Eating places~~
- ~~Unit 15 Neighborhood shopping~~

~~Unit 19 Commercial recreation, small sites~~
~~Unit 24 Home occupations~~
~~Unit 25 Professional offices~~
Unit 26 Multi-family dwellings

FINDING: The proposed uses are permitted uses within a Residential Planned Zoning District. All other ancillary uses (parks, 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 R-A, Residential Agricultural, to R-PZD 04-1181, 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 04-1181, 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 R-A property to the proposed PZD development with clustered single and two-family residential use at a density of 4.50 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 traditional urban forms of 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 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 1,950 average two-way vehicle trips per day from this development would be created; a Principal Arterial, the primary means of access to the site currently, can accommodate 20,600 vehicles per day at full build-out.

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, 429 future residents in this area, thereby altering the population density in the immediate vicinity. Based on findings from public service providers, as outlined below, an undesirable increase in load on public services would not be created.

Fire - Water supply with fire hydrants is needed to serve development on this site. Fire station #6, approximately 2.6 miles away, will serve this site once it is constructed. Fire response time to the site is approximately 4-5 minutes, with an anticipated 37 calls for service at maximum build-out, based on the Service Delivery Impact report included.

Police - Projects existing in this area already receive police services. The same level of service will be provided to this site as is currently applied to the existing surrounding development. No additional equipment or personnel is needed to provide service to this area. It is the opinion of the Fayetteville Police Department that this Planned Zoning District 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.

Engineering - The proposed subdivision has been reviewed for access to public utilities, including water and sewer, and will not undesirably increase the load on public services.

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



PC Meeting of September 27, 2004

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: September 21, 2004

ITEM #: R-PZD 04-1181 (Walnut Crossing S/D)

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	43.30
square feet	1,886,165
Existing Tree Canopy	
acres	3.81
square feet	165,963
percent of site area	9.95%
Existing Tree Canopy Preserved	
acres	2.90
square feet	126,505
percent of total site area	7.58%
Percent Minimum Canopy Required	9.95%

FINDINGS:

The desirability of preserving a tree or group of trees by reason of age, location, size or species.
The site contains numerous significant trees, and several groups of trees that are highly desirable for preserving, based on all of the above factors. The dominant high-priority species on-site is the

Hackberry, with lesser numbers of American Elm, White Ash, several species of oak and hickory.

Whether the design incorporates the required Tree Preservation Priorities.

The design of the subdivision does incorporate the required Tree Preservation Priorities. Several significant trees have been specifically targeted for preservation, as well as contiguous groupings. The park area contains such a grouping, as does the corridor preserved from the park south to the creek, allowing for a continuous tree canopy. Additionally, easements are to be placed along the western property boundary, in order to protect a stand of rather large Hackberry trees, including a 55" diameter tree.

The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

Removing those trees shown as preserved could potentially degrade any habitat movement along corridor from the creek north. Significant environmental degradation should not occur as a result of the removal of those trees shown by installation of infrastructure.

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.

Impact on adjacent properties would be evident only along the west boundary. Reduction in tree cover along the creek could have potential detrimental environmental impact along the riparian corridor.

Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

No alternative construction methods are proposed.

Whether the size or shape of the lot reduces the flexibility of the design.

The size and shape of the lot does little to reduce the flexibility of the design. Natural drainage patterns and the existing creek riparian corridor do have an effect on the design development.

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 all groups of trees on this site is good.

The placement of the tree or group of trees in relation to utilities, structures, and use of the property.

Most trees shown to be preserved are sited in good relationship to the proposed streets and utilities, to ensure prolonged preservation. The developer has worked with utility companies to site easements sensitive to tree preservation, and has created lot lines that preserved the integrity of the natural canopy corridor. Users of the lots should have ample space in which to build and preserve existing trees, should they choose to do so. The developer has further ensured the long-term protection of certain trees by placing them within protective easements, and including these easements within the covenants, so that future homeowners are aware of their significance.

The need to remove the tree or group of trees for the purpose of installing, repairing, replacing,

or maintaining essential public utilities.

Some trees will need to be removed for the purposes of installing necessary utilities. Where possible, utilities have been routed in a manner so as to avoid unnecessary tree removal. The applicant has worked with utility companies and staff to site utilities along property lines that will necessitate minimal removal of tree canopy.

Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

The streets and utilities have been aligned to minimize removal and damage of 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 will provide a coordinated street tree planting, eventually adding canopy to this residential development.

The effect other chapters of the UDC, 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:

Federal and state permits may have to be obtained for work within the floodplain; the only area this potentially could involve Tree Preservation is near the proposed creek crossing, which in the City of Farmington.

The impact a substantial modification or rejection of the application would have on the Applicant:

Staff is recommending approval of the submitted Tree Preservation Plan.

Recommendation: Staff recommends approval of the submitted Tree Preservation Plan, with the following conditions:

1. On site mitigation is recommended for the removal of 39,458 square feet of tree canopy. No less than (182) 2-inch caliper trees shall be planted with this project to meet mitigation requirements.
2. A street tree planting plan shall be submitted before final plat as part of requirements toward meeting both mitigation and landscaping goals.

**FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS**

**113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-444-3469**

TO: Jeremy Pate, Associate Planner
FROM: Alison Jumper, Park Planner
DATE: September 14, 2004
SUBJECT: Parks & Recreation Subdivision Committee Comments

Meeting Date: September 17, 2004
Item: R-PZD 04-1181 Walnut Crossing Subdivision
Park District: SW
Zoned: R-PZD
Billing Name & Address: Rausch Coleman Homes, LLC

	<u>Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	_____ @ .024 acre per unit = _____ acres	_____ @ \$555 per unit = \$ _____
Multi Family	_____ @ .017 acre per unit = _____ acres	_____ @ \$393 per unit = \$ _____
Mobile Home	_____ @ .024 acre per unit = _____ acres	_____ @ \$555 per unit = \$ _____
Lot Split		_____ @ \$555 per unit = \$ _____

COMMENTS:

- PRAB voted to accept a land dedication of 4.34 acres for 181 single family lots on July 12, 2004. The developer has provided park land in the amount of 5.02, an excess donation of .68 acres. No banking of the additional land has been requested by the developer.

ZONING REVIEW

Fayetteville Police Department

R-PZD 04-1181: Planned Zoning District (Walnut Crossing Subdivision): Located on the north side of Highway 62 W, east of Layne St. The property is zoned R-A, Residential-Agricultural. Rausch-Coleman Homes, LLC requests the property be approved for a residential planned zoning district with 137 single-family lots.

Recommendations: This property is bordered by Highway 62 West and is surrounded by residential and commercial properties. This site adjoins Farmington city limits. The only apparent access to this proposed subdivision will be from Highway 62 West. If this request were to be approved, we do not anticipate a delay in response for police services. This property will be located on our furthest border on Highway 62 West. We do anticipate more calls for service but not so much so that it will overburden our ability to provide services. The biggest concern we have is adding more traffic to an already congested arterial traffic way. The speed limit is 50 mph in both directions on Highway 62 West. There is a turn lane on highway 62 West that will aid motorists wishing to go east however, motorists may find it challenging exiting this subdivision due to the speed and heavy traffic flow.

Fayetteville Fire Department Service Delivery Impact: Zoning Review Sept. 21, 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	Projected Fire/Other Calls for Service at Maximum Build Out	Projected EMS Calls for Service at Maximum Build Out
RZN 04-1188	Housley			FS 4	1.10 miles	4 min.	4 min.	N/A	N/A	N/A
RZN 04-1189	Jackson			FS 1	3.00 miles	6 min.	6 min.	N/A	N/A	N/A
R-PZD 04-1181 Walnut Crossing				FS 6	2.60 miles	4-5 min.	4-6 min.	37	15	22

09/21/2004 08:45 4797518746

ESI SPRINGDALE

R-PZD 04-1181 (Walnut Crossing) C. 6

09/21/2004 08:01 479-575-8282

ENGINEERING C.O.F.

PAGE 02

09/21/2004 15:47 4797518746

ESI SPRINGDALE

PAGE 02

EXHIBIT A - REZONING
WALNUT CROSSING PZD 04-1181

LEGAL DESCRIPTION:

A part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW 1/4), all in section 24, Township 16 North, Range 31 West, Washington County, Arkansas and being more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4); thence along the East line of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), South 0°02'50" East - 299.40 feet; thence South 68°42'22" West - 446.64 feet; thence South 56°56'13" West - 43.00 feet; thence South 79°44'13" West - 39.40 feet; thence North 0°16'43" West - 492.58 feet to a point on the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along said South line, North 89°56'29" West - 821.53 feet to the Southwest corner of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along the West line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), North 0°25'44" West - 1315.86 feet to the Northwest corner of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along the North line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), South 89°46'28" East - 825.00 feet to an iron pipe; thence South 0°16'43" East - 60.00 feet; thence South 89°46'28" East - 479.02 feet to a point on the East line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along said East line, South 0°55'25" East - 1252.20 feet to the POINT OF BEGINNING, containing 43.30 acres, more or less.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

[Signature]
Applicant's Signature

Submitted as ~~RPZD~~ RPZD 04-1181

OK

RECEIVED

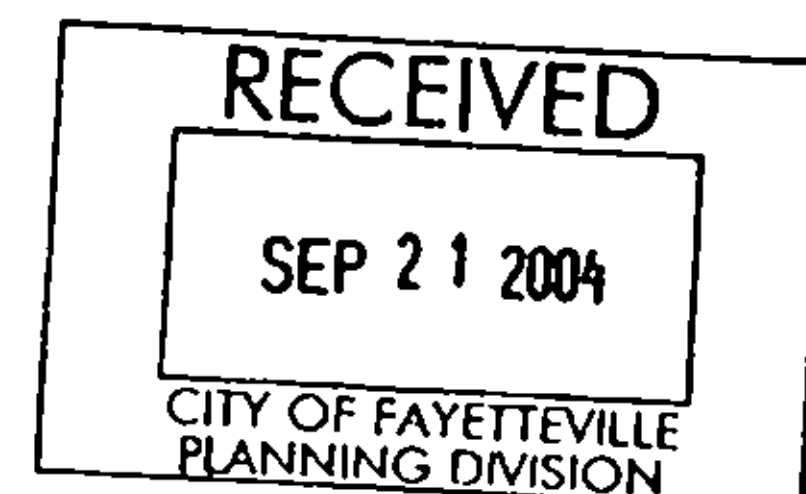
SEP 21 2004

CITY OF FAYETTEVILLE
PLANNING DIVISION

**DEVELOPMENT
WALNUT CROSSING PZD****LEGAL DESCRIPTION:**

A part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW 1/4), all in section 24, Township 16 North, Range 31 West, Washington County, Arkansas and being more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4); thence along the East line of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), South 0°02'50" East - 299.40 feet; thence South 68°42'22" West - 446.64 feet; thence South 56°56'13" West - 43.00 feet; thence South 79°44'13" West - 39.40 feet; thence South 0°21'59" East - 3.19 feet to the Northeast corner of Stapleton Subdivision; thence along the North line of said subdivision, South 65°47'00" West - 131.56 feet; thence along the North line of said subdivision, South 80°36'00" West - 190.41 feet; thence leaving said North line and running North 25.0 feet, more or less, to the centerline of the North Fork of the Farmington Branch; thence Northwesterly along said centerline the following: West 20.0 feet, N46°43'26"W 112.52 feet, N80°00'W 30.0 feet, N40°00'W 50.0 feet, N75°00'W 35.0 feet, S82°00'W 20.00 feet, S61°00'W 55.0 feet, S45°00'W 45.0 feet, S77°50'28"W 160.9 feet, S62°25'57"W 15.12 feet, S62°25'58"W 49.80 feet to a point on the West line of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); thence along said West line, North 0°25'44" West - 552.19 feet to the Northwest corner of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); thence along the West line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), North 0°25'44" West - 1315.86 feet to the Northwest corner of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along the North line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), South 89°46'28" East - 825.00 feet to an iron pipe; thence South 0°16'43" East - 60.00 feet; thence South 89°46'28" East - 479.02 feet to a point on the East line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence along said East line, South 0°55'25" East - 1252.20 feet to the POINT OF BEGINNING, containing 52.98 acres, more or less.





September 30, 2004

Fayetteville Planning Department
Jeremy Pate, Planner
113 W. Mountain
Fayetteville, AR 72701

RE: R-PZD 04-1181 Walnut Crossing

Dear Mr. Pate:

I appreciate the support we received from the Staff and the Planning Commission on Monday, September 27th concerning the Walnut Crossing Residential Planned Zoning District. As was presented, Walnut Crossing is intended to provide affordable housing for the work force sector of our community. This will be a neighborhood of quality built homes accompanied by amenities that are typically afforded by only the higher priced developments.

During the Planning Commission discussions, the definition of affordable housing was requested. Housing is considered affordable if a household pays no more than 30% of their income on rent or mortgage payments. Affordable housing varies based on the income level you are trying to provide for. Walnut Crossing is intended to provide affordable housing for the median income household. Families that fall within the median income level include that of America's work force; our teachers, police and fire personnel, retail and restaurant employees, factory workers and service personnel to name a few.

The average median income in Washington County is approximately \$35,000.00 per household. For an income level of \$35,000, an affordable mortgage payment would equal up to \$875.00 per month. As we presented to the Planning Commission, our homes will range in cost from \$99,000 to \$135,000. Using an amortization table, I calculate that with 6.6% interest, a family borrowing \$99,000.00 would make payments of \$632.27 a month on a 30 year mortgage which falls within that 30%. Based on information gathered by the National Low Income Housing Coalition, the average rent for a two bedroom apartment in Northwest Arkansas is \$547.00 and for a three bedroom apartment the rent averages \$738.00. Based on those figures, we plan to provide home ownership for a lesser monthly payment than offered in the average apartment complex.

We hope this helps to clarify the definition of affordable housing and Rausch Coleman's intentions to provide affordable work force housing within the Walnut Crossing development.

Respectfully


Kim J. Hesse, RLA
Director of Land Development
Rausch Coleman Homes, LLC.

Engineering Services, Inc.

1207 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72765-0282

Phone: 479-751-8733 • Fax: 479-751-8746

August 18, 2004

City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

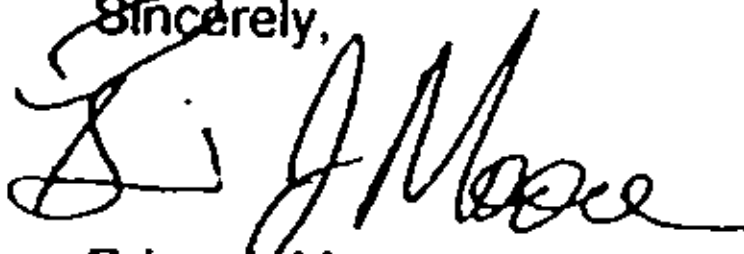
RE: Walnut Crossing Subdivision
Fayetteville, Arkansas

Dear City Staff:

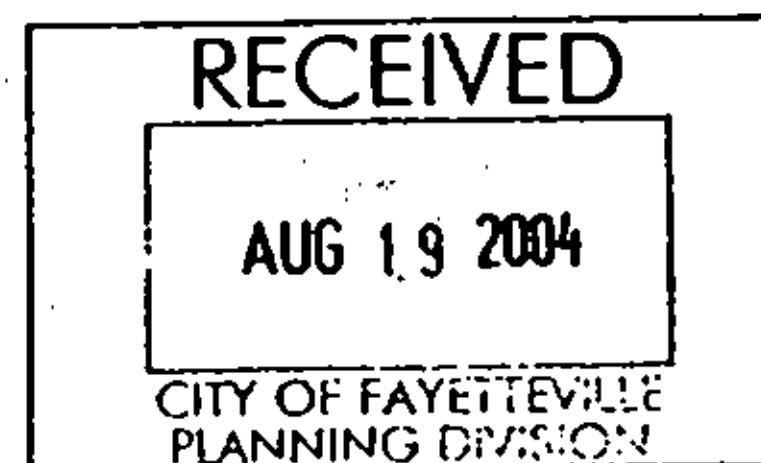
Enclosed please find copies of the Walnut Crossing Subdivision. This development is a residential mixed use development consisting of 137 lots and approximately 6.47 acres of cluster homes. The project is owned by Rausch Coleman Development. The property will relate well with the future land use of the area, which will be residential. Water and sewer are available to the site as shown on the development plan. This proposal fits the intent of the PZD in that it is a clustered residential development.

Please contact me if you have any questions, or if you need additional information.

Sincerely,



Brian J. Moore, P.E.
Secretary/Treasurer



Consulting Engineers and Surveyors

Jerry W. Martin, P.E.
President

E. Wain Lefevre, P.E.
Senior Vice President

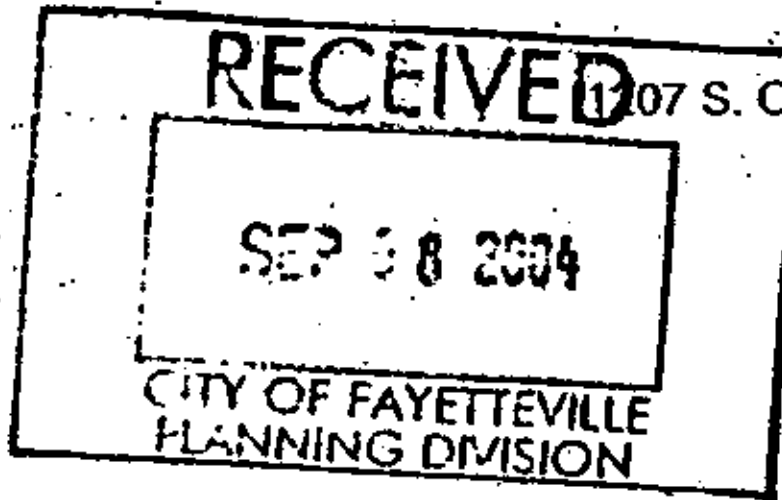
Philip C. Hubbard, P.E., P.L.S.
Vice President

Brian J. Moore, P.E.
Secretary / Treasurer

Engineering Services, Inc.

1707 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72765-0282

Phone: 479-751-8733 • Fax: 479-751-8746



September 7, 2004

Planning and Development
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RE: Walnut Crossing Subdivision (PZD 04-1181)
Master Street Plan Revision
Fayetteville, Arkansas

To Whom It May Concern:

The City of Fayetteville Master Street Plan calls for an East-West Collector street in the area of the proposed Walnut Crossing Subdivision. The Walnut Crossing Subdivision PZD submitted includes a street (Street 3) which satisfies Fayetteville's minimum requirements for a collector and also satisfies the intent of the Master Street Plan.

The proposed street has a right-of-way of 80 feet, while only seventy feet of right-of-way is required by the city, and it is east-west in direction. The proposed street is approximately 600' further north than the Master Street Plan calls for, but is in the general area required. The street runs across the entire width of the proposed PZD, and is aligned in such a way as to connect to the existing Alberta Street if extended to the West. There are no impediments to the east of the proposed street, using the alignment proposed in the PZD, that would prevent its eventual extension to Ruppel Road, which the Master Street Plan calls to be extended to Highway 62.

I believe the street layout proposed to the city meets the requirements of future traffic in the area and the intent of the Master Street Plan. If you have any questions regarding this development, please do not hesitate to contact me.

Sincerely,

Brian J. Moore, P.E.
Secretary/Treasurer



Consulting Engineers and Surveyors

Jerry W. Martin, P.E.
President

E. Walt LeFevre, P.E.
Senior Vice President

Philip C. Humbard, P.E., P.L.S.
Vice President

Brian J. Moore, P.E.
Secretary / Treasurer



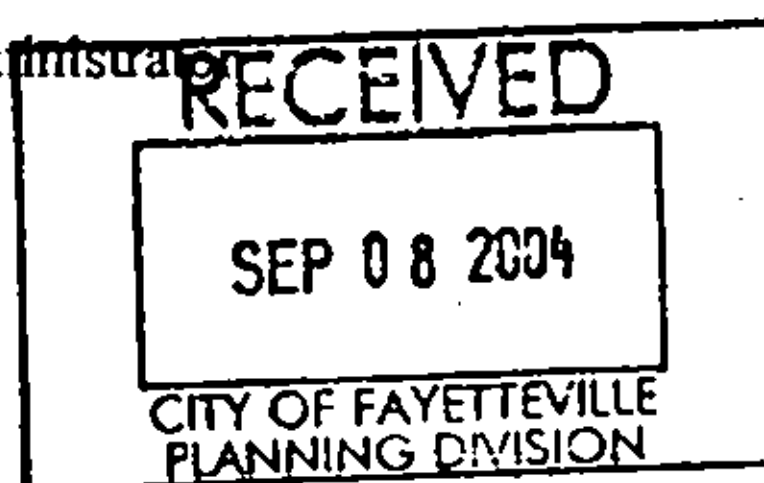
CITY OF FARMINGTON

354 West Main Street
P.O. Box 150
Farmington, Arkansas 72730

(479) 267-3865
(479) 267-3411
(479) 267-5511(fax)

September 7, 2004

Fayetteville Planning Division
Ms. Dawn Warrick, Zoning and Development Administrator
113 W. Mountain
Fayetteville, AR 72701



RE: Walnut Crossing

Ms. Warrick,

It is my understanding that the Rausch Coleman Development Group is in the process of developing a parcel of land located within both Fayetteville's and Farmington's city limits. It is also my understanding that Phase I of this development will begin inside Fayetteville's jurisdiction.

Rausch Coleman Development Group and Heather Dumas, Farmington Business Manager, has discussed the intention to construct Holland Drive from Highway 62 north to access the Walnut Crossing Subdivision. We understand that Holland Road will initially be constructed to access Walnut Crossing which is primarily within the limits of Fayetteville. It is also our understanding that this road will access the future Walnut Valley subdivision within the Farmington limits and eventually connect to existing Farmington streets in adjacent residential developments to the west. We are aware that the street is to be built to Fayetteville street standards and accepted as a public right of way by the Farmington City Council to be maintained by the City of Farmington.

The Rausch Coleman Development Group also discussed the construction of a detention pond for the purpose of maintaining flood control for the Walnut Crossing development within a portion of the development that falls within Farmington. It is understood that this detention facility will be owned and maintained by the Walnut Crossing Property Owners Association which will be created as the subdivision is completed.

The Farmington City Council will be reviewing Rausch Coleman Development Group proposal at our September 13, 2004 meeting.

Respectfully


John Harris
Mayor

Office of Mayor
John Harris

From: Dawn Warrick
To: Pate, Jeremy
Date: 9/8/04 2:44PM
Subject: Fwd: Walnut Crossing

>>> "Heather Dumas" <HeatherDumas@cityoffarmington-ar.gov> 09/08/04 02:39PM >>>
Dawn,

Earlier today Kim Hesse submitted a letter to you from our Mayor, John Harris. The letter stated that our city council would be considering the item on their September 13 agenda. I have since spoken with our city attorney. It is his opinion that the matter should go before our Planning Commission first.

Please note that the item will be presented to our Planning Commission on September 20, 2004.

If you need anything else, please do not hesitate to call, 267-3865.

Thank you

Heather Dumas

City Business Manager

**WALNUT CROSSING SUBDIVISION, AN ADDITION
TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS
RESTRICTIVE COVENANTS AND BILL OF ASSURANCE**

These Restrictive Covenants and Bill of Assurance ("Covenants") for Walnut Crossing Subdivision, an Addition to the City of Fayetteville and the City of Farmington, Washington County, Arkansas are made by the property owner and developer, Rausch Coleman Homes, LLC who is hereinafter referred to in these Covenants as the Developer.

The Developer hereby imposes the following limitations, restrictions, and uses on Lots 1 through 67 of the Addition, as defined below ("The Residence"), Lots 68 through 136 of the Addition ("The Villa"), and Lots 137 and Lot 138 which is a 5.4 acre tract of real property set aside for 59 town homes or "cluster" type dwellings ("The Commons"). The Residence, The Villa, The Commons, and the Common Areas (as defined below) make up Walnut Crossing Subdivision, an Addition to the City of Fayetteville, Arkansas (the "Addition"), as per the platted subdivision filed of record in Washington County, Arkansas on the _____ day of _____, 2004 in Plat Book _____ at Page _____ (the "Plat"). The legal description for the said Addition is more particularly described on Exhibit "A" attached hereto and the Plat is set out on Exhibit "B" attached hereto. These Covenants shall run with the land for the period of time hereinafter set out and shall be binding upon all purchasers of lots or The Commons in the Addition. These Covenants are for the benefit of and are limitations upon all future owners in the Addition and have been designated as such in order to provide for the orderly development of the Addition and for the purpose of making the Addition desirable, uniform, and suitable for the uses herein specified.

These Covenants shall be binding upon all parties and all persons claiming under them through December 31, 2034, at which time they shall be automatically extended for an additional ten (10) years, unless by vote of at least two-thirds of the then owners of the lots in the Addition (the term "lots" being defined herein), it is agreed that these Covenants should be changed, amended, or terminated in whole or in part.

It shall be lawful for the Developer, Walnut Crossing Property Owners Association, an Arkansas non-profit corporation (hereinafter referred to as the "Association"), the City of Fayetteville, Arkansas (the "City"), or any other person or persons owning a lot in the Addition to initiate proceedings at law or in equity against parties or persons violating or attempting to violate any of these Covenants and to recover damages for such violations. The Association and/or any owner of lots situated in the Addition, either individually or collectively may also exercise any rights reserved hereunder to the Developer. The invalidation of any one or more of these Covenants by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.

ARTICLE I

Concepts and Definitions

The following words, when used in these Covenants or any amendments or supplements thereto (unless the context shall otherwise clearly indicate or prohibit), shall have the respective concepts and meanings set forth below.

"Addition" shall mean and refer to the property described in Exhibit "A" and as reflected on the plat set out on Exhibit "B" and any additions or amendments thereto.

"Association" shall mean and refer to the entity which will have the power, duty, and responsibility for maintaining, administering, and enforcing, these Covenants and collecting and disbursing the assessments and charges hereinafter prescribed. The Association shall be chartered and shall function as a non-profit corporation under the name of "Walnut Crossing Property Owners Association", for the purposes set forth herein.

"Architectural Control Committee" or "Committee" shall mean and refer to the 3 individuals or business entities selected by the Developer until such time as 120 lots (as defined herein) have been sold and at least 100 dwellings have been constructed and are occupied within the Addition at which time the Committee shall resign and 3 members shall be elected by the Association at a specially called meeting held for that purpose. Each member of the Committee shall be generally familiar with residential and community development design matters and knowledgeable about the Developer's concern for a high level of taste and design standards within the Addition. Other matters pertaining to the governments and administration of the Committee is set forth in these Covenants.

"The Residence" shall mean Lots 1 through 67 as shown on the Plat.

"The Villa" shall mean Lots 68 through 136 as shown on the Plat.

"Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the articles of incorporation and by-laws of the Association.

"Common Properties" shall include Lots 140-145 as shown on the Plat as well as any and all areas of land together with all improvements located therein within the Addition which are known, described or designated as private roadway easements within The Commons, trails and walkways along the roadways as noted on the Plat, the Conservation Land Use Area, trails and hiking paths as designed on the Plat, and any other real property intended for or devoted to the common use and enjoyment of the members of the

Association. The Association shall hold such title to the Common Properties as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the members to use and enjoy the Common Properties. The Developer reserves the right to effect minor redesigns or reconfigurations of the Common Properties and execute any open space declarations applicable to the Common Properties.

"The Commons" shall mean and refer to Lots 137 and 138 on the Plat set aside for the construction of townhomes or "cluster" residential units.

"City" shall mean the City of Fayetteville, Washington County, Arkansas or the City of Farmington, Washington County, Arkansas, all as the context may require.

"Common Properties" shall mean and refer to any and all areas of land together with all improvements located therein within the Addition which are known, described, or designated as common areas, community trails, and easements along intended for or devoted to the common use and enjoyment of the members of the Association or which are set aside for the protection of trees (unless located on a platted lot within The Residence or The Villa) or for environmental or wildlife protection and as designated on the Plat. If appropriate, the Association shall hold such title to the Common Properties as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the members to use and enjoy the Common Properties. The Developer reserves the right to effect minor redesigns or reconfigurations of the Common Properties and execute any open space declarations applicable to the Common Properties.

"Conservation Land Use Area" shall refer to that portion of the Addition set aside for wildlife and eco-system maintenance and which shall be preserved in its natural state and may not be cleared, cut or trimmed without the consent of the City. The Conservation Land Use Area shall be utilized as a detention area for storm water run-off.

"Developer" shall mean and refer to Rausch Coleman Homes, LLC, an Arkansas limited liability company, and its successor(s) and assign(s).

"Lot" or "lot" shall mean and refer to any plot or tract of land which is designated as a lot on the plat which is attached hereto and labeled Exhibit "B". The term "lot" as used in these Covenants shall be deemed to refer to any real property or space reflected on the plat and within which a dwelling unit may be legally constructed.

"Member" or "member" shall mean and refer to each owner of a lot.

"Owner" or "owner" shall mean and refer to each and every person or business

entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any lot in the Addition. If more than one person or entity owns an interest in a lot, then the voting right and membership shall be divided among the parties as they see fit.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. Membership. Every owner of a lot shall automatically be, and must remain, a member of the Association in good standing.

Section 2. Voting Rights. The Association shall have 1 class of membership for purposes of voting. There shall be a total of one hundred ninety-five (195) votes. The owner of each lot (regardless of how many persons or entities own an interest in the lot) shall be entitled to one (1) vote and the owner of each cluster home (regardless of how many persons or entities own an interest in the cluster home shall be entitled to one (1) vote).

Section 3. Quorum, Notice and Voting Requirements. The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the articles of incorporation and by-laws of the Association, as the same may be amended from time to time. Subject to the provisions of Section 2 above and any other provision to the contrary set out in these Covenants, any action by or on behalf of the Association may be taken with the assent given in writing and signed by members who collectively hold or control a majority of the outstanding votes of the Association.

ARTICLE III

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every member and each individual within a member's family shall have a non-exclusive right and easement of use, recreation, and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of each respective lot, PROVIDED, HOWEVER, such easement shall not give such person (excluding the Developer and the Association), the right to make alterations, additions or improvements to the Common Properties. Notwithstanding the foregoing, the Tree Easement noted on the Plat for lots in The Common is not considered to be Common Areas, and the tress located thereon shall be maintained in their current state by the lot owners burdened by this easement and no trees (unless diseased or dead) shall be

removed from those lots.

Section 2. Title to the Common Properties. If appropriate and as permitted by the City, the Association shall hold such title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section I of this Article as is necessary to accomplish the purposes and effects of these Covenants. The Association shall have the right to design, redesign, reconfigure, alter, improve, landscape, and maintain the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements created hereby shall be subject to the following provisions:

(A) The Board shall prescribe reasonable regulations and policies governing, and to charge fees and/or deposits related to, the use, operation, and maintenance of the Common Properties and all lots.

(B) The Board, on behalf of the Association, may enter into and execute contracts with any party for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association and/or these Covenants.

(C) The Board shall suspend the voting rights of any member and suspend the right of any member to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a lot resided upon by such member remains unpaid, and otherwise for any period deemed reasonable by the Board for any infraction of the then existing rules and regulations.

(D) The Board, on behalf of the Association, may dedicate or transfer all or any part of the Common Properties to any municipal corporation, county government, political subdivision, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by the Board.

ARTICLE IV

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned by it within the Addition, hereby covenants and agrees, and each owner of any lot, by acceptance of a deed therefor, whether from the Developer or some subsequent grantor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and

consideration for acquisition of the lot), to pay to the Association the following matters:

(A) Regular assessments or charges for maintenance, taxes and insurance on the Common Properties shall be paid by all of the Owners within the Addition on an equal basis. In Addition, Owners of lots within The Commons shall pay additional special assessments and The Commons as may be needed to maintain the common driveways and roadways within The Commons. Owners of Lots within The Villas shall pay special assessments regular maintenance associated with the upkeep of the alleyways within The Villas.

(B) Special group assessments (which may be applied to owners of only one area of the Addition such as The Commons or The Villa) may also be levied for capital improvements or unusual or emergency matters, such assessments to be fixed, established, and collected by the Board from time to time as hereinafter provided.

(C) Special individual assessments levied against individual lot owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual owner, his or her family, guests or invitees, and not caused by ordinary wear and tear.

(D) Assessments and fines levied against individual lot owners for violation of rules and regulations pertaining to the Association and/or the Common Properties.

The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made and shall also be the continuing personal obligation of the then existing owner of such lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Board on behalf of the Association shall be used exclusively for the purposes of: (i) enhancing the natural environment, appearance, and beauty of the Addition; (ii) promoting the health, recreation, safety, and general welfare of the residents of the Addition; and (iii) repairing, maintaining, and renovating those portions of the Addition set aside on private roadways, sidewalks, or easements.

Section 3. Basis and Amount of Regular Maintenance Assessments.

(A) The Board shall determine the regular base assessments for each of the lots at least annually. Each lot (except with regard to special individual assessments) shall be assessed the same amount and in an equal uniform manner; provided, however, owners of

lots within The Commons – Tract A and The Commons – Tract B may be assessed additional amounts for work or repairs attributable exclusively to the The Commons Areas but only so long as such assessments against lot owners in The Commons - Tract A and The Commons -Tract B are uniform and equal.

(B) The Board shall give notice to all members at least 30 days in advance of the date all regular or special assessments are due. The Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly, or monthly basis, and accordingly, the Board shall prescribe the appropriate due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessments or special assessment under Sections 3 and 4 hereof, shall be fixed in a resolution by the Board authorizing such assessment.

Section 4. Special Group Assessments. In addition to the regular assessments authorized by Section 3 hereof, the Board may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement in the Addition.

Section 5. Rate of Assessments. Except as noted herein, regular and special group assessments shall be fixed at a uniform rate for all lots owned by members, unless otherwise approved by the Board for work or expenses attributable to the The Commons Areas. Should a special assessment be determined necessary by the Board, the rate of assessment shall be equal for all lots. The failure to pay the assessment by the owner of a lot within the required time period shall constitute a lien only against the lot assessed.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; and Remedies of Association.

(A) If any assessment or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien on the lot of the non-paying owner which shall bind such lot in the hands of the owner and owner's heirs, executors, administrators, devisees, personal representatives, successors, and assigns. The Board shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The personal obligation of the then-existing owner to pay such assessment, however, shall remain the owner's personal obligation and shall not pass to owner's successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be

unaffected by any sale or assignment of a lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the lot.

(B) The Board may also give written notification to the holder(s) of a mortgage on lot of a non-paying owner of such owner's default in paying any assessment when such default has not been cured within 30 days of the original date due, provided that the Board has, theretofore, been furnished in writing with the correct name and address of the holder(s) of such mortgage and a request to receive such notification.

(C) The Board may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid assessments and delinquent accounts, and there shall also be added to the amount of any unpaid assessment or to any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the lots subject to assessment.

ARTICLE V

General Powers and Duties of the Board of Directors of the Association

Section 1. Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (sometimes referred to as the "Board").

(A) The Board, for the benefit of the Association, the Addition, and the owners, may provide and may pay for, out of the assessment fund(s) provided for in Article IV above, any or all of the following:

(1) Care, preservation and maintenance of the Common Properties and the furnishing and upkeep of any desired personal property and fixtures for use in or on the Common Properties;

(2) Private trash and garbage collection service, if any, which pertain to the Common Properties only;

(3) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges), if any, which pertain to the Common Properties only;

(4) The services of any person or firm (including the Developer and any affiliates of the Developer) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager hired by the Board;

(5) Legal and accounting services; and

(6) Any other materials, supplies, equipment, labor, services, maintenance, repairs, structural alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of these Covenants or which in its opinion shall be necessary or proper for the operation or protection of the Association and the Addition or for the enforcement of these Covenants.

(B) The Board shall have the following additional rights, powers and duties:

(1) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

(2) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association; and

(3) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time.

Section 2. Maintenance Contracts. The Board shall have full power and authority to contract with any owner (including, without limitation, the Developer) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interests of the Association.

Section 3. Liability Limitations. No member or the directors and officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or otherwise. The Developer or the Association, its directors, officers, agents, or employees, shall not be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof or for failure to repair or maintain the same.

Section 4. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses.

ARTICLE VI

Use and Division of Lots

No lot may be divided or split. The Addition (and each lot situated therein) shall be constructed, developed, occupied and used as follows:

Section 1. Residential Lots. All lots within the Addition shall be used, known and described as residential lots. Only one (1) single family residential dwelling consisting of not less than 1,100 square feet of heated and cooled finished space shall be constructed on each Lot within the Addition. In addition, the customary and usual necessary structures may be constructed on each lot as may be permitted by the City. No building or structure intended for or adopted to business purposes shall be erected, placed, permitted or maintained on any lot. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade, or profession within the Addition, and/or within any lot. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations, and ordinances of the City or any other governmental authority or political subdivision having jurisdiction over the Addition.

Section 2. Residential Purposes. By acquisition of any lot within the Addition, each owner (excluding bona fide home-builders) covenants with and represents to the Developer and to the Association that the lot is being specifically acquired for the specific and singular purpose of constructing and using a single-family residential dwelling thereon or as a residence for such owner and/or owner's immediate family members.

Section 3. Minimum Square Footage. Each single-family residence constructed on a lot shall contain at least the minimum square footage heated and cooled finished space as set forth in Section 1 above. The decision by the Committee regarding the computation of the amount of square footage a residence contains shall be final.

Section 4. The Villa Lots. The alleyways within The Villa must remain clear at all times. Alleyways may not be utilized for parking or storage purposes and shall be subject to such other rules and regulations as may be promulgated by the Board from time to time.

ARTICLE VII

Easements

Section 1. In General. Other than primary service in the Addition and within platted easements, there shall be no above- ground service for utilities except those lines or poles that shall be approved, in writing by the City of Fayetteville. The owner of each lot shall be responsible for the protection of underground facilities located on his or her lot and shall prevent any alteration of grade or construction activity which may interfere with said utility lines.

Section 2. Utility Easements. Underground service cables to all residences which may be located in the Addition shall run from the nearest service pedestal to the point of use and upon the installation of such service cable to a particular residence, the supplier of service shall thereafter be deemed to have an effective right of way easement covering a 5 foot strip extending 2.5 feet on each side of the service cable from the service transformer to the service entrance to the residence. This easement shall also be available to all of the suppliers of public utilities and quasi-public utilities.

Section 3. Gas Lines. For gas meters and gas lines to the structures in the Addition, all yard lines will be plastic pipe of the size and material approved by the public utility servicing the Addition and an approved tracer wire will be installed in the trench with the plastic pipe and attached to the meter eyes in accordance with the public utility specifications. No yard line will be installed under concrete or asphalt except in a casing approved by the public utility. All gas meters shall be installed within 5 feet of the corner of the residence it services and may not be located in any portion of the front of the residence.

Section 4. Tree Easements. A tree easement[INSERT LANGUAGE FROM CITY OF FAYETTEVILLE TREE ORDINANCE HERE].

Section 5. Approval of Easements. No portion of any lot shall be used for a driveway or passageway or easement of any type to service or benefit property or owners of property adjoining the Walnut Crossing unless such usage is approved by two-thirds (2/3) of the voting members of the Association and the Developer; provided, however, some driveways, as reflected on the plat may be shared or used in common by two lots.

ARTICLE VIII

**Architectural Control Committee - Approval
of Plans, Control of Development Activities**

Section 1. Submission of Plans. In order to maintain a beautiful and pleasing setting in a the Addition, two (2) sets of all building and site improvement plans and specifications must be submitted to the Committee for its approval prior to the commencement of construction. The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Addition and, in consideration thereof, shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in the Addition. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style and landscaping. No concrete block foundation may be exposed. The Committee will adopt rules or by-laws explaining the mechanics of its operation and providing for a twenty-one (21) day maximum time within which plans must be reviewed and approved or disapproved after submission and, if not approved or disapproved in that period, that the same shall be considered as automatically approved.

Section 2. Diversion of Drainage. All plans or schemes for the diversion of drainage, or construction or reconfiguration of a pond or lagoon, shall be approved by the Committee; provided, however, no reconfiguration of the Conservation Land Use Area shall be allowed.

Section 3. Garage and Detached Structures. All residences constructed in the Addition shall have a private garage to accommodate a minimum of 2 automobiles. No carports are allowed within the Addition. Any detached structure to be built on a lot, such as a covered entertainment area, guest house, pool house, barn, or other structure, shall conform to the basic styling of the dwelling and the plans for any such structures must be submitted to the Committee for approval prior to construction. As set forth in Article VI, Section 4, there shall be no parking on any alleyway within The Villa.

Section 4. Temporary Structures. No trailer, mobile home, tent, construction shack, or other out building shall be erected on any lot in the Addition except for temporary use by construction contractors for a reasonable period of time and only in such location and for such time as may be designated by the Committee. Boats, recreational vehicles, and vehicles used for recreational purposes, shall be stored to the rear of the main residential structure on each lot. Any type of vehicle that has been inoperative for a period of more than three (3) days shall be stored in the garage or at the rear of the main residential structure so as to be obscured from public view and the view of adjacent lots. The Committee shall have authority to establish setback lines consistent with those

reflected on the plat.

Section 5. Fences/Requirement Regarding Public Park. Plans for all fencing, whether on lot lines or surrounding patios, pools, barns or other areas of the lot must be submitted to, and approved by, the Committee prior to the construction thereof. In the approval of the fencing, the Committee shall give consideration to the location, height, material conformity with neighboring areas, and the obstruction of views. No barbed wire, razor wire, or chain link fence will be allowed nor may any fence incorporate or use metal poles in its construction. Notwithstanding the foregoing, a four (4) foot fence shall be maintained along Lots 10-33, Block 1, bordering the 5.0 acre public park.

ARTICLE IX

No Offensive Trade or Activity

No obnoxious or offensive trade or activity including the discharge of firearms or fireworks shall be permitted on any lot, nor shall any activity be undertaken on any lot that shall become an annoyance or nuisance to the neighborhood. Home occupations in which customers or suppliers travel to or from a residence in the Addition are prohibited. The development of minerals of any kind or nature, is prohibited within the Addition.

ARTICLE X

Animals

Section 1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in the Addition for commercial purposes. No animals, livestock, or poultry may be raised, bred, or kept on any lot for any other purpose without the approval of the Board, which approval, when granted, must be renewed in writing by the Board, within 3 years from the date of first approval. If the Board fails to approve the renewal, then the owner must remove the animals, livestock, or poultry within 30 days of the expiration of the approval.

Section 2. Notwithstanding the provisions set forth in Section 1 above, dogs, cats, or other common household pets may be kept or raised on a lot, provided they are not kept, bred, or maintained for commercial purposes, and they are not obnoxious or offensive. In the pen, cage, kennel, shelter, run, track, or other building, structure, or devise directly or indirectly related to animals (including dogs, cats, household pets, or otherwise) which can be seen, heard, or smelled by any other lot owner must be approved by the Committee. Violations of this provision may be brought before the Board, and, after considering the same, the Board may order the violation to cease or be remedied in some

fashion. The failure to heed the Association's directive shall result in a lien being filed against the property and the Board being able to take such other legal and/or equitable action as it deems necessary and proper.

ARTICLE XI

Motorized Recreation Vehicles

Motorized recreational vehicles including, but not limited to, motorbikes, motorcycles, scooters, mopeds, trail bikes and any other similar mechanical device emitting noise, smoke or other environmental pollutants shall not be operated within the Addition except for the sole and exclusive purpose of ingress and egress to and from lots. The roadways within the Addition shall not be used by such vehicles for recreational purposes. The purpose of this restriction is to reduce noise and other pollution so as to permit maximum enjoyment of the surroundings in the Addition. This restriction shall not apply to equipment normally used for lawn or garden maintenance so long as said equipment is operated in the ordinary and usual manner intended.

ARTICLE XII

Signs

Unless approved in writing by the Committee, signs shall be prohibited on all lots except that 1 sign, not exceeding 6 square feet in size, advertising a particular lot for sale shall be permitted.

ARTICLE XIII

Additional Design and Construction Criteria

Section 1. Storage of Construction Materials. Construction materials may only be stored on a lot for thirty (30) days prior to the commencement of construction. Thereafter, construction is to be completed within a reasonable period of time.

Section 2. Garbage; Dumping. Dumping is prohibited in the Addition. All trash, garbage or other waste shall be kept in sanitary containers that shall be located at the rear of each residential unit, but shall be kept out of the alley area. All lots (and adjoining alleys) shall be maintained in a neat and orderly condition at all times.

Section 3. Accessory Buildings. Accessory buildings may only be constructed if the plans are submitted to and approved by the Committee.

Section 4. Antenna, Aerial and Other Devices. All antenna or other types of aerial transmitting or receiving devices (including without limitation, radio or television transmitting or receiving antenna) shall be approved by the Committee. The approval of antenna may be denied if, in the sole discretion of the Committee, the antenna or other receiving device would impede the view or otherwise distract from the overall image of the Addition.

Section 5. Appearance of Lot. All owners shall be required to keep their lot in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All open areas on lots shall be kept mowed to a height of not more than twelve (12) inches. The Board shall promulgate rules and regulations regarding the maintenance of lots and adequate enforcement mechanisms in the event a lot is not properly maintained.

Section 6. Mailboxes. All mailboxes shall be located within 10 feet of the driveway servicing the lot and must be of brick construction or shall be grouped for The Villa and The Commons at a location designated by the Developer.

ARTICLE XIV

Miscellaneous Provisions

Section 1. Enforcement. Enforcement of these Covenants may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants; but failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

Section 2. Validity. Violation of or failure to comply with these Covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any lot. Invalidation of any one or more of these covenants and restrictions, or any portions thereof, by a judgment, decree, or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these Covenants conflict with any ordinance or regulation promulgated by a governmental authority, then the governmental provisions shall control.

Section 3. Headings. The headings contained in these Covenants are for

reference purposes only and shall not in any way affect the meaning or interpretation of the provisions set out herein. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 4. Notices to Member/Owner. Any notice required to be given to any member or owner shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the member or owner on the records of the Association at the time of such mailing.

Section 5. Disputes. Matters of dispute or disagreement between owners with respect to interpretation or application of the provisions of these Covenants, the rules of the Committee, the Association's by-laws, or the rules and regulations of the Board shall be determined by the Board of Directors of the Association. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.

IN WITNESS WHEREOF, Rausch Coleman Homes, LLC, being the Developer herein, has caused this instrument to be executed by its Operating Manager, as of this _____ day of _____, 2004.

"DEVELOPER"

RAUSCH COLEMAN HOMES, LLC

By: _____
Operating Manager

ACKNOWLEDGMENT

12735\0033

STATE OF ARKANSAS)
) §§
COUNTY OF SEBASTIAN)

On this the _____ day of _____, 2004, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within-named _____ and _____ to me personally well known, who stated he was the Operating Manager of Rausch Coleman Homes, LLC, an Arkansas limited liability company and he was duly authorized in this capacity to execute the foregoing instrument for and in the name and behalf of the said company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 2004.

Notary Public

My Commission Expires:

EXHIBIT "A"

Legal Description

(An attachment to and an integral portion
of the Declaration of Covenants,
Conditions and Restrictions for
WALNUT CROSSING
development being more
particularly described as follows:

EXHIBIT "B"

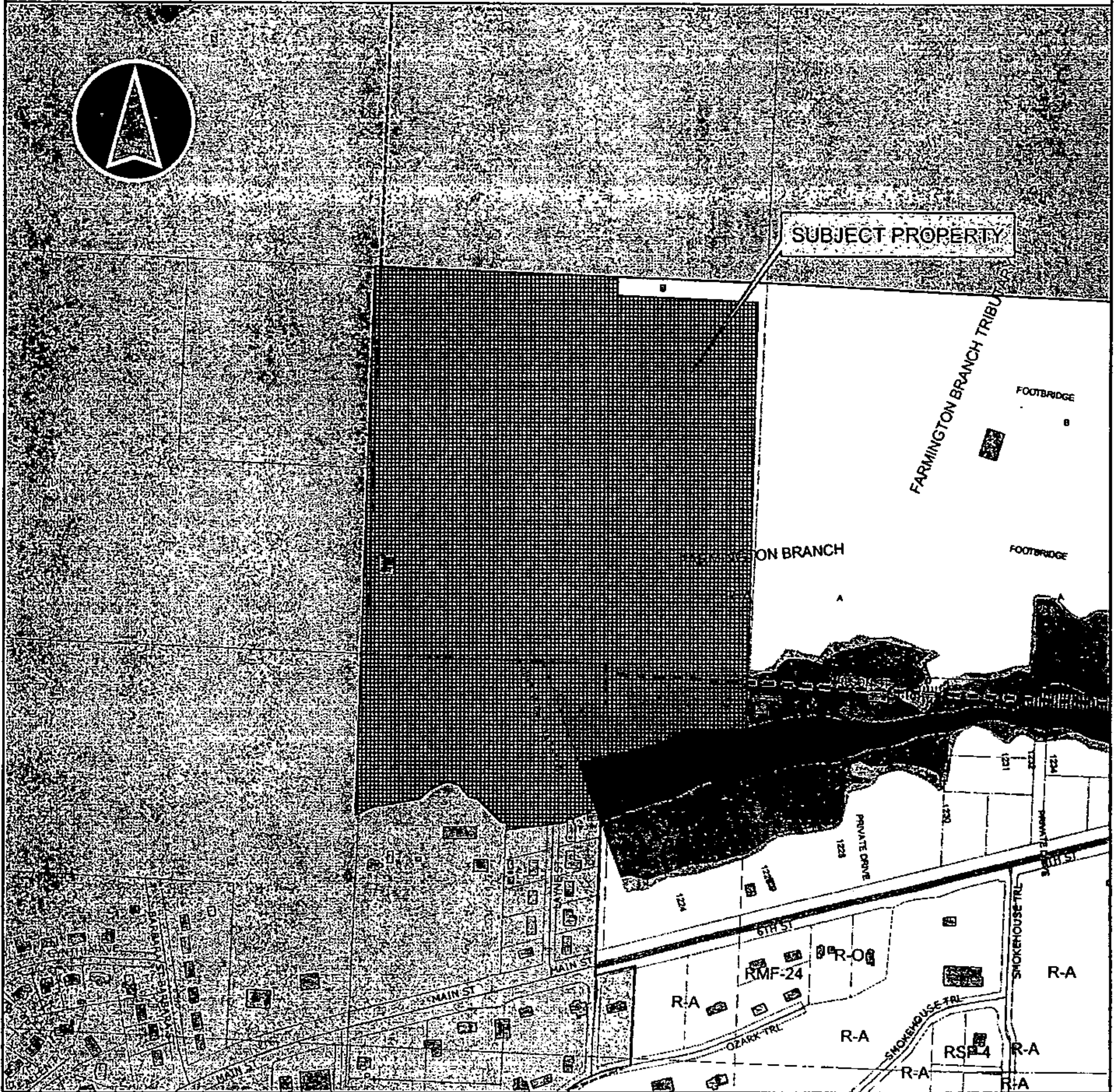
Plat

127350033

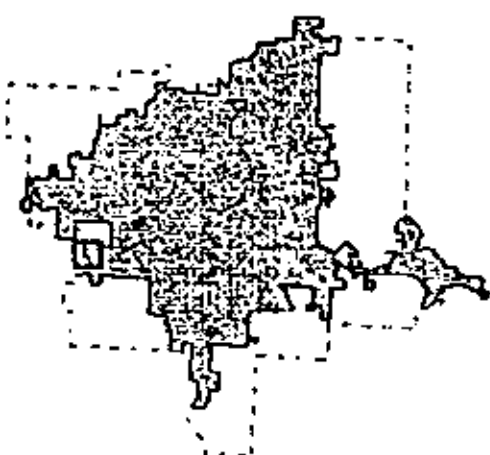
RPZD04-1181

WALNUT CROSSING SUBDIVISION

Close Up View



Overview



Legend

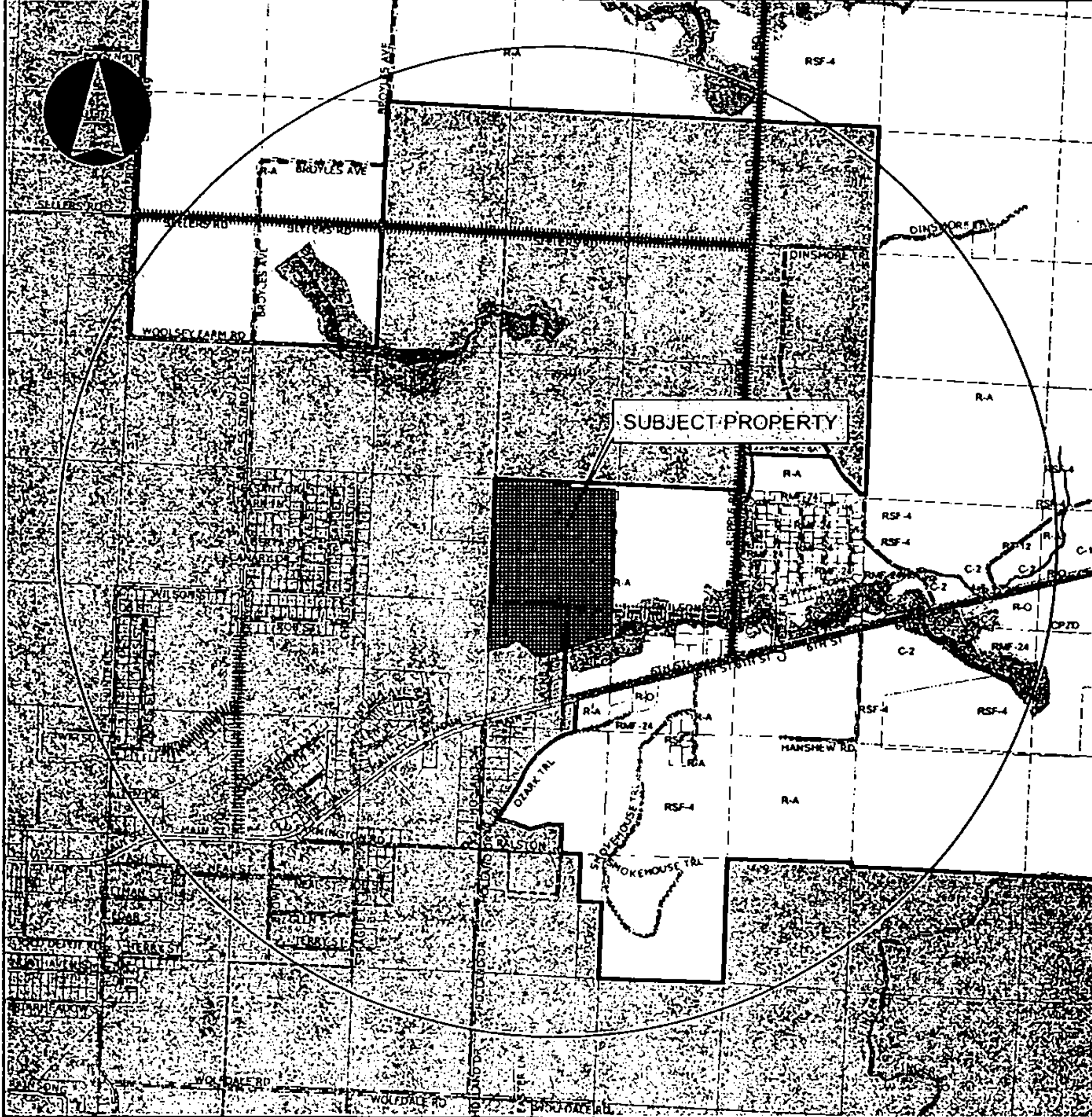
- | | | |
|----------------------------|----------------------------|--------------------|
| ○ ○ ○ ○ ○ Overlay District | ▨▨▨▨▨ Principal Arterial | — FLOODWAY |
| Master Street Plan | ▨▨▨▨▨ Minor Arterial | — 100 YEAR |
| Master Street Plan | ▨▨▨▨▨ Collector | — 500 YEAR |
| Freeway/Expressway | ● ● ● ● Historic Collector | — LIMIT OF STUDY |
| | | — BaseLine Profile |
| | ▨▨▨▨▨ RPZD04-1181 | |
| | ▭ Fayetteville | |
| | ▭ Outside City | |

0 212.5 425 850 1,275 1,700 Feet

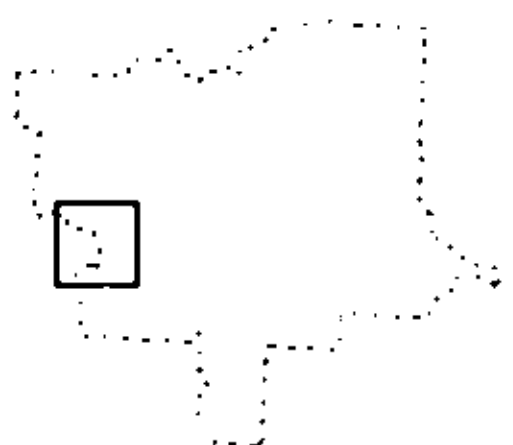
R-PZD04-1181

WALNUT CROSSING SUBDIVISION

One Mile View

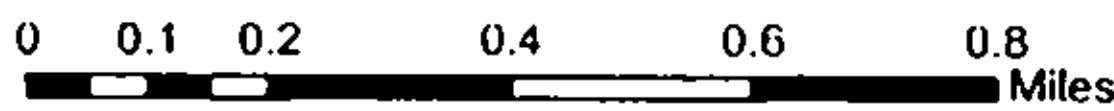


Overview



Legend

- | | | |
|-------------------------|------------------|---------------------------|
| Streets | Boundary | Master Street Plan |
| Existing | Planning Area | Freeway/Expressway |
| Planned | Overlay District | Principal Arterial |
| Subject Property | Outside City | Minor Arterial |
| RPZD04-1181 | | Collector |
| | | Historic Collector |



STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of:

October 19, 2004

FROM:

Dawn T. Warrick

Planning

CP&E

Name

Division

Department

ACTION REQUIRED: Ordinance approval.

SUMMARY EXPLANATION:

An ordinance rezoning approximately 43.30 acres located north of Hwy. 62, east of the Farmington City Limits from R-A, Residential Agricultural to R-PZD 04-1181 and adopting the associated development plan for Walnut Crossing as submitted by Kim Hesse on behalf of Rausch Coleman Homes.

STAFF RECOMMENDATION: Approval

Dawn T. Warrick 10/1/04
Division Head Date

[Signature] 10/1/04
City Attorney Date

[Signature] 10-5-04
Department Director Date

[Signature] 10-5-04
Finance & Internal Services Dir. Date

[Signature] 10-5-04
Chief Administrative Officer Date

[Signature] 10/5/04
Mayor Date

Received in Mayor's Office

Date

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item:

Yes

No



City Council Meeting of October 19, 2004
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator *DW*

Date: September 28, 2004

Subject: Commercial Planned Zoning District for Rivendell (C-PZD 04-1175)

RECOMMENDATION

Planning Staff recommends approval of an ordinance creating the Commercial Planned Zoning District (C-PZD) for Rivendell. This action will establish a unique zoning district for development of a 0.67 acre tract located east of Gregg Avenue, between Meadow Street and Center Street in Downtown Fayetteville. The proposal entails a mixed-use project with 13 attached dwelling units and approximately 6,370 SF of commercial/artist studio/retail/eating space/office space.

BACKGROUND

Property description: The subject 0.67-acre tract is located east of Gregg Avenue, between Meadow Street and Center Street, the former site of a railroad spur that ran from the old Ice Plant (Walton Arts Center parking area) to the feed mills on 6th street (Mill District). The property is adjacent to a variety of zoning and uses, including R-O, C-3, I-1, and RMF-40. The property is currently zoned I-1, Heavy Commercial/Lt Industrial, which allows for a variety of manufacturing, warehousing, wholesale and other commercial/industrial activities. The Future Land Use Plan identifies this property as a Mixed Use area. The property currently contains several buildings that house music and band practices, as well as a piano tuning operation.

Proposal: The request is for a Commercial Planned Zoning District on 0.67 acres currently zoned I-1. The applicant requests rezoning and site plan approval for a mixed use development consisting of two buildings with (13) one-bedroom units and approximately 6,370 SF of commercial space. The development proposal facilitates the construction of a portion of the Center Prairie Trail, which follows the old railroad bed in this location. The trail connection will help link the downtown and Dickson Street to South Fayetteville and the Mill District, as well as the new public library and the Square. The structures are proposed to front onto the public trail in a pedestrian-friendly manner, and allow for parking underneath the structure, accessed from Gregg Avenue.

DISCUSSION

The Planning Commission voted 8-0-0 in favor of this request on Monday, September 28, 2004. Approval of a planned zoning district requires City Council approval as it includes zoning (land use) as well as development approval (site development plan).

Recommended conditions were approved by the Planning Commission, which are reflected in the attached staff report.

The proposal embodies many of the policies of the General Plan and the recently adopted Downtown Master Plan, some of which are located in the findings of the attached staff report. The proposed development of the site in the downtown area contributes residential dwelling units, commercial, office, and studio space, and with extensive discussion and coordination with the Parks Department, facilitates an important trail connection in the heart of the downtown area.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A COMMERCIAL PLANNED ZONING DISTRICT TITLED C-PZD 04-1175, RIVENDELL LOCATED AT THE NORTHEAST CORNER OF CENTER STREET AND SOUTH GREGG AVENUE CONTAINING APPROXIMATELY 0.67 ACRES, MORE OR LESS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MIXED USE 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 I-1, Heavy Commercial, Light Industrial to C-PZD 04-1175 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 plat and approved by the Planning Commission on September 27, 2004.

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 _____, 2004.

APPROVED:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
C-PZD 04-1175

A PART OF THE WEST HALF (W1/2) BLOCK NUMBERED TWENTY-ONE (21) OF THE ORIGINAL TOWN PLAT OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AND A PORTION OF GREGG AVENUE, ALTOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK TWENTY-ONE (21), SAID POINT BEING AN EXISTING IRON; THENCE N87°21'50"W 221.96 FEET ALONG THE NORTH LINE OF SAID BLOCK TWENTY-ONE (21) TO AN EXISTING RAILROAD RAIL WITH A CHISELED "X" ON THE EAST BOUNDARY OF A ONE HUNDRED (100) FOOT WIDE RAILROAD RIGHT-OF-WAY FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A 714.49 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE 312.95 FEET, THE CHORD FOR WHICH BEING S06°10'55"W 310.45 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE N78°38'34"W 98.24 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET TO A SET 1/2" IRON REBAR ON THE WEST BOUNDARY OF SAID ONE HUNDRED (100) FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET AND RUNNING ALONG SAID WEST RAILROAD RIGHT-OF-WAY LINE, N02°02'45"W 28.49 FEET TO A SET 1/2" IRON REBAR AT THE BEGINNING OF A 814.49 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE 257.77 FEET, THE CHORD FOR WHICH BEING N05°38'23"E 256.69 FEET, TO A SET 1/2" IRON REBAR ON THE EAST RIGHT-OF-WAY LINE OF GREGG AVENUE; THENCE N02°42'43"E ALONG THE EAST RIGHT-OF-WAY LINE OF GREGG AVENUE 10.23 FEET TO A SET COTTON SPINDLE AT THE NORTHWEST CORNER OF SAID BLOCK TWENTY-ONE (21); THENCE S87°21'50"E 105.17 FEET TO THE POINT OF BEGINNING, CONTAINING 0.67 ACRES, MORE OR LESS. THE ABOVE DESCRIBED 0.67 ACRE TRACT BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.



PC Meeting of September 27, 2004

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, Senior Planner
Matt Casey, Staff Engineer
THRU: Dawn Warrick, A.I.C.P., Zoning & Development Administrator
DATE: September 21, 2004

C-PZD 04-1175: Planned Zoning District (RIVENDELL, 522): Submitted by DENELE CAMPBELL for property located at THE NE CORNER OF CENTER STREET AND S. GREGG AVENUE. The property is zoned I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL and contains approximately 0.67 acres. The request is to approve a C-PZD, Commercial Planned Zoning District with 4,675 s.f. commercial/retail area, 13 dwelling units and 26 parking spaces proposed.

Owner: DENELE CAMPBELL

Planner: JEREMY PATE

Findings:

Proposal: The applicant requests approval of a Commercial Planned Zoning District on 0.67 acres currently zoned I-1, Heavy Commercial/Lt. Industrial, located at Meadow St., Gregg Ave. and Center St. The project is currently the site of several buildings that are leased for music/band practices. The applicant requests a rezoning and Large Scale Development approval for a mixed use re-development, which entails constructing two (2) multi-story buildings, comprised of 4,675 SF of commercial/retail area, (13) 1-bedroom dwelling units and 26 parking spaces. Associated development includes a tea room and provisions for the continuation of the Center Prairie Trail through the subject property. The two buildings are proposed to access the trail at-grade, fully utilizing the opportunity for pedestrian connections to the Downtown, University, Mill District and Dickson Street areas with continued construction of the trail network.

Proposed Development: C-PZD, Residential Planned Zoning District

	Land Use	Square Feet	# of Units	# of Bedrooms	Parking Required
Bldg 1	Mixed-Use	2,910 + 550 SF (tea room)	7	7	21 spaces
Bldg 2	Mixed Use	2,910	6	6	18 spaces
Individual Total	Multi-Family & Commercial	-	13	13	13 spaces
		6,370	-	-	25 spaces
TOTAL (x 2 Bldgs)	Mixed-Use	6,370	-	-	38 spaces

*The applicant proposes 26 on-site spaces, with the majority underneath the buildings off of Gregg Avenue. Bike racks will provide additional transportation options, as will the proximity to the public trail.

Density: Total proposed dwelling units on the 0.67 acres numbers 13, therefore the proposed density for the C-PZD is **19.4 DU/acre.**

Access: The development is adjacent to public streets on three sides. Access for three parking spaces near the Tea Room is proposed from Center Street, across from the existing curb cut. Access from Meadow Street allows for loading and two parking spaces. For Gregg Avenue, the applicant requests a Master Street Plan amendment and right-of-way vacation to enable adequate parking to be located on-site. The request is to reduce this portion of Gregg Avenue to an alley classification, allowing for pull-in parking underneath the proposed building. This particular section of Gregg Avenue does not currently carry a high level of traffic from Meadow to Center, and improvements to the pavement section will actually widen the access to a minimum of 22 feet.

The buildings within the development have been designed to create a desirable, pedestrian-oriented front along the Center-Prairie Trail. A multi-use easement is being granted to facilitate the construction of a new water line and a 12-foot wide multi-use trail. The trail is to be installed by the City of Fayetteville Parks and Recreation Division. The developer intends to only build on the west side of property, preserving the eastern hillside as natural woodland. A cohesive grouping of trees is being preserved in a 30'x 230' area, adjacent to existing development and along the steepest portion of the property.

Architectural elevations of the proposed structures have been submitted for Planning Commission review. All interior drives, landscaping, common areas and buildings will be maintained by the developer.

Existing Development: The site currently contains several older buildings and is the site of a former railroad spur.

Surrounding Land Use/Zoning:

Direction	Land Use	Zoning
North	Reindl Property re-development Nadine Baum Studios	C-3, Central Commercial I-1, Heavy Commercial/Lt Industrial
South	Auto repair shop	RMF-40, Res. Multifamily, 40 DU/acre
East	Offices	R-O, Residential Office
West	Warehousing	I-1, Heavy Commercial/Lt Industrial

Water & Sewer: Water and sewer lines existing along all three surrounding streets. A new water line is to be constructed within the proposed 20-foot multi-use easement.

Street Improvements Proposed: Curb and gutter along Center St. and Meadow St., 22-foot asphalt overlay over Gregg Avenue, 6-foot sidewalk along Center Street

Parks: The Parks and Recreation Board recommends a money-in-lieu contribution of \$5,109 for 13 additional single family units. Within the multi-use easement granted through the subject property, the Parks Dept. will construct a 12-foot multi-use trail, as an extension of the Center

Prairie Trail system.

Tree Preservation: Existing: 59%
Preserved: 25%
Mitigation: None required.

Recommendation: Staff recommends approval of C-PZD 04-1175 with the following conditions:

Conditions to Address / Discuss:

1. Planning Commission determination of Commercial Design Standards. *Staff finds the submitted elevations for the commercial portion of the development meets all aspects of Commercial Design Standards.* PLANNING COMMISSION DETERMINED IN FAVOR OF SUBMITTED ARCHITECTURAL ELEVATIONS.
2. Planning Commission determination of the requested Master Street Plan amendment. *The applicant requests an amendment to the classification of Gregg Avenue, from a Local Street to an alley, to facilitate pull-in parking for this currently low traffic street.* PLANNING COMMISSION DETERMINED IN FAVOR OF THE PROPOSED AMENDMENT.
3. Planning Commission determination of vacation of Gregg Avenue right-of-way. *In conjunction with the Master Street Plan amendment, the applicant proposes to vacate portions of existing right-of-way along Gregg Avenue on the subject property, which is being processed formally as a Vacation request along with the PZD.* PLANNING COMMISSION DETERMINED IN FAVOR OF THE REQUESTED VACATION.
4. Planning Commission determination of Parkland dedication. *The Parks & Recreation Board voted to recommend the applicant pay money-in-lieu of land in the amount of \$5,109 for 13 multifamily units. The Trails Division of the Parks Dept. will build an extension of the Center Prairie trail within the 20-foot wide multi-use easement traversing the site north-south.* PLANNING COMMISSION DETERMINED IN FAVOR OF THE RECOMMENDED PARKLAND DEDICATION FEES-IN-LIEU.
5. Planning Commission determination of the required recommendation to the City Council regarding the rezoning of the subject property to the unique district for C-PZD 04-1175 with all conditions of approval as determined by the Planning Commission. PLANNING COMMISSION DETERMINED IN FAVOR OF THE REZONING REQUEST.
6. An ordinance creating this C-PZD shall be approved by City Council.
7. All setbacks, protective easements, density, and designated uses are binding with the approval of the C-PZD. Submitted design standards and building elevations are likewise binding to the project.

8. In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
9. The applicant shall formerly vacate existing utility easements along Center Street to facilitate new construction of stairs, walls and the garden patio south of the Tea Room, prior to building permit. Structures may not encroach into utility easements.
10. The developer shall dedicate right-of-way a minimum of 25 feet from centerline along Meadow Street and Center Street, to meet Master Street Plan requirements. A minimum of 20 feet of right-of-way shall remain along Gregg Avenue.
11. Pursuant to ongoing discussions with the applicant and a neighboring property owner, any development or zoning approved with the subject C-PZD shall not infringe upon the land use rights of the adjacent property owner, with whom a property line dispute has been discussed. Though a property line dispute is a private matter to be settled outside of City purview, any permit issued on the real property described herein shall be invalidated should a legal decision be reached that changes the configuration of development. *It is staff's understanding that the legal description submitted for the Planned Zoning District reflects the agreement reached between the two property owners, and that no further action should be needed.*
12. All trash enclosures shall be screened from view with materials that are compatible with and complementary to the proposed buildings.
13. All parking lot lights are to be shielded, directed downward and away from adjacent properties utilizing full cut-off sodium lighting fixtures.
14. All signage shall be permitted in accordance with city ordinances.
15. All roof- and/or wall-mounted utilities shall be screened with materials complementary to the proposed buildings. All ground-mounted utilities shall be screened with complementary materials or vegetation.

Standard Conditions of Approval:

16. 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)
17. 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.

18. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
19. Large scale development shall be valid for one calendar year.
20. 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

Date: September 27, 2004

The "CONDITIONS OF APPROVAL", stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

By

Title

Date

Findings associated with C-PZD 04-1175

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 development of the subject downtown site into a mixed-use, residential/commercial/artist studio space achieves many of the goals identified in the City's adopted Downtown Master Plan, as well as many goals in the General Plan 2020. The surrounding neighborhood will be greatly enhanced by the pedestrian-friendly and unique development, which provides the ability to construct another crucial link in the Center Prairie Trail system. Specific development features of the project, including building location, the use of private and semi-public patios and window shopping, as well as residential units adjacent to the public trail all contribute to the health, safety, amenity and welfare of the community. The proposal creates residential units in the downtown area, a primary goal of the Downtown Master Plan. The integrity of a cohesive grouping of trees is protected, providing an attractive setting for the trail as it enters into the Dickson Street/Nadine Baum area, while also functioning as a screen to adjacent uses.

- (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, with the exception of trash enclosures and utilities (wall and ground-mounted). Landscaping is required, and has been presented with the Landscape Plan. The applicant is working with staff to best locate new street trees along Meadow Street and Center Street. Additional landscape plantings are

proposed along the trail.

(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: No new public or private streets are proposed with this project. A single vehicular entry point is proposed from Center Street, to three (3) parking spaces. Another vehicular access is located on Meadow Street, to two (2) parking spaces. All other vehicular access to the site is proposed from Gregg Avenue, within a parking garage located underneath the proposed building. The applicant requests a Master Street Plan amendment to down-grade Gregg Avenue from its current classification as a Local Street to an alley, in this location. Gregg Avenue currently is seldom used for through traffic. The alley would remain public right-of-way, allowing for public and emergency access. The alley classification would allow for the development of the buildings closer to the street, as well as permit vehicles parked off of Gregg to back out of the space.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: The proposal calls for 26 parking spaces, where a minimum of 27 is required by code. However, with additional bicycle racks, the applicant meets this requirement. Additionally, the project is oriented to the trail system, allowing for a high pedestrian and bicycle traffic use, from Dickson Street to the 6th Street. Portions of the trail behind the new public library are currently under construction.

- (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 greenspace requirements (25%) are exceeded with the subject proposal (46%).

- (6) *Sidewalks.* As required by §166.03.

FINDING: A new public sidewalk is proposed along Center Street. A sidewalk along Meadow Street or Gregg Avenue is not recommended.

- (7) *Street Lights.* As required by §166.03.

FINDING: All street lights installed shall be pursuant to the above-referenced code section.

- (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: No additional private or public streets are proposed with the subject project. All grading and drainage criteria, as well as erosion control measures, shall be complied with as part of the construction review process.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: N/A

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: The applicant proposes to retain the integrity of a grouping of trees along the eastern boundary of the site, roughly 7,197 SF of canopied hillside consisting of maples, oaks and elms. Of the 59% of tree canopy on the site, approximately 25% is being preserved in this area.

- (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: Staff finds the submitted architectural elevations exceed the city's commercial design standards.

- (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 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 subject C-PZD utilizes a mixed-use concept, promoting the idea of shared living and working space. The applicant envisions small artist's studios, galleries, offices, eateries and specialty shops. The mixed-use component of the project, along with overall architectural and development principles utilized in the site planning that promote a pedestrian access to the site, create a unique and flexible project that embodies the spirit of the Downtown Master Plan. The uses proposed, both residential and commercial/retail, allow for a flexible use of the site, and achieve compatibility and harmony with surrounding land uses, which varies greatly, from auto repair shops and warehousing to professional offices, restaurants and civic performance cities, all integral to a thriving and balanced downtown. A positive impact on adjoining properties should be achieved, enhancing the health, safety and welfare of the surrounding community. The project provides a variety of uses, employment opportunities, downtown living space, and an innovative approach to mixed use yet harmonious development consistent with many of the guiding policies of the General Plan 2020, as well as the Downtown Master Plan for the City of Fayetteville.

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.

9.8.c Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.

9.8.e Utilize more intense development patterns downtown, where appropriate, and encourage mixed uses in new developments to promote better community design, maintain human scale, and enhance pedestrian activity.

9.8.f Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services.

Historic Downtown Commercial Areas:

9.11.b Encourage the continuing revitalization of Dickson Street and provide a sense of connection between Dickson Street and the Square.

9.11.c Encourage retail use of ground floor space and restrict office and residential uses to higher floors.

Neighborhood Commercial Areas:

9.12.d Provide commercial areas that are accessible for the convenience of individuals living in residential districts.

9.12.e Reduce the length and number of trips generated by residential development by enhancing the accessibility to these areas.

Mixed Use Areas:

9.14.a Allow mixing of uses and integration of design through the planning process.

Community Character:

9.19.f Allow compatible commercial development within and adjacent to residential development.

9.19.i Promote higher density development and mixed use development within the City limits to provide for more efficient development, create traditional neighborhoods, and preserve open space.

Circulation:

9.20.j Establish facilities which accommodate safe and convenient travel for pedestrians and bicyclists.

9.20.l Promote mixed-use and traditional neighborhood development to reduce roadway demand and change travel patterns.

(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 C-PZD 04-1175. The development standards and plan approved shall be adopted with the rezoning.

(D) *C-PZD, Commercial Planned Zoning District*

(1) *Purpose and intent.* The C-PZD is intended to accommodate mixed-use developments containing any combination, including multiple combinations of commercial, office or residential uses in a carefully planned configuration in such a manner as to protect and enhance the availability of each independent use. The C-PZD is also intended to accommodate single use commercial developments that are determined to be more appropriate for a PZD application than a general commercial rezone. The legislative purposes, intent and application of this district include, but are not limited to, the following:

- (a) To encourage the clustering of commercial and office activities within areas specifically designated to accommodate such uses and to discourage the proliferation of commercial uses along major thoroughfares and noncommercial areas.
- (b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.
- (c) To encourage orderly and systematic commercial, office or mixed use development design or a combination thereof, providing for the rational placement of activities, vehicular and pedestrian circulation, access and egress, loading, landscaping and buffering strips.
- (d) To encourage commercial development which is consistent with the city's General Plan.
- (e) To accommodate larger scale suburban developments of mixed-uses in a harmonious relationship.

FINDING: The project, as defined with proposed uses, meets many of the goals above, including concentrating a mixed-use development within an orderly and rational manner, providing for maximum pedestrian benefit, encouraging development which is consistent with the City's General Plan and recently adopted Downtown Master Plan.

(2) Permitted Uses.

Unit 1	City-wide uses by right
Unit 2	City wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single family dwellings
Unit 9	Two family dwellings
Unit 10	Three family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline service stations and drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 24	Home occupations
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 29	Dance Halls

FINDING: The applicant has described uses in all of the above-referenced (those without the strike-through) Use Unit categories, uses which are to be allowed by right within the proposed zoning district.

(3) Conditions.

- (a) In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.

FINDING: The applicant indicates compliance with this requirement, and with approval of the rezoning, this condition shall be placed upon the property in perpetuity, unless and until the property is rezoned.

- (b) Residential uses must be appropriate to the design of the project.

FINDING: The residential uses proposed have been designed with the commercial uses in mind, utilizing organizing principles and design ideas to achieve maximum compatibility between the two uses.

- (c) Warehousing and light industrial uses shall have a gross area per use that does not exceed five thousand (5,000) square feet and at least twenty percent (20%) of the floor area used for

retail sales.

FINDING: These uses are not permitted within the proposed development.

***Required Findings for Rezoning Request.**

RECOMMENDATION: Staff recommends approval of the rezoning request from I-1, Heavy Commercial/Light Industrial, to C-PZD 04-1175, with the adoption of the associated large scale development plan.

LAND USE PLAN: The General Plan 2020 Future Land Use Plan designates this site as a Mixed Use Area. Rezoning this property to R-PZD 04-1159, with associated mixed use plan, is consistent with the land use plan and compatible with surrounding land uses, both commercial and residential, 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 zoning is consistent with many of the adopted planning objectives, principles and policies of the City, as outlined in the staff report. The existing I-1 zoning permits high-intensity commercial and industrial uses on the subject property, uses that are not highly appropriate in this area and that prohibit the type of mixed-use development proposed. The mixed-use commercial and multi-family residential development exhibits many of the characteristics deemed desirable as guiding policies in the General Plan 2020, as well as the adopted Downtown Master Plan.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed rezoning is justified, as a means of redeveloping a parcel of property in the downtown area in a manner that is more consistent with surrounding land use patterns. A mixed-use land use is desirable for the subject property, to achieve compatibility with both commercial and residential zoning and land use in the surrounding area. Furthermore, the proposed zoning, along with the development plans submitted, allows for an integral pedestrian and bicyclist trail connection along the Center Prairie Trail, a connection that might not occur with heavy commercial or industrial uses on the property in question. A rezoning from its current I-1 classification is needed to allow for such an important component of the city's adopted plan.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Based on staff findings and the attached Fayetteville Police Department report and Fire Department projections, the proposed rezoning would not create or appreciably increase traffic danger and congestion in the area. The property is served by Meadow Street, Center Street, Gregg Avenue and the future multi-use trail, as avenues to disperse traffic.

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 create a total of 13 new residential units. This increase in units would not undesirably increase the load on public services.

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

Rivendell

C. 7
C-PZD 04-1175 (Center Street & Gregg Street)
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A Mixed-Use Development

546 West Center/541 West Meadow Fayetteville Arkansas
Denele Campbell 13251 Green Road West Fork AR 72774
479-839-2475 dcampbell@sprynet.com

August 4, 2004

Planning Staff
City of Fayetteville
125 W. Mountain St.
Fayetteville AR 72701

To Whom It May Concern:

We propose a Planned Zoning District to be named Rivendell, a mixed use commercial zone that will include residential, office, and commercial use. Our vision is to create a place where fledgling entrepreneurs can present themselves to the public in a place the public likes to be, clustered around a block-long portion of the City trail. Rivendell's proposed mixed use zoning is compatible with the land use in adjacent properties and will serve as a transition zone between the commercial uses north of Center Street and residential uses south of Center.

One trail-level unit is planned as a tea house café with seating for 15. All trail level units are planned for commercial use except one handicap accessible apartment. Commercial use may include – but is certainly not limited to – artist studio/gallery, chocolate shop, cheese/wine shop, jazz studio, professional offices, pilates/exercise room, and year-round farmer's market bazaar.

Our 12 second floor residential units are designed so that a person might combine living and working in the same unit. A person might use the 140 sq feet of "front" room as an art studio/gallery, office, repair shop, or any number of other income-producing activities. The loft bedroom (3rd level) includes a dormer porch where residential tenants may enjoy the woodland.

The eastern half of this property will remain a natural woodland. Approximately 900 square feet at the south end of this woodland hillside is planned as an outdoor seating area for the tea house café. Trail level patios with waterfalls are planned at the north and south end of the woodland.

Outdoor art shows, tasting festivals, music events, and even private parties such as weddings will be welcome at Rivendell. We will market commercial tenants collectively and make every effort to coordinate with established Fayetteville events and Walton Arts Center programs, an approach geared to provide maximum exposure for minimum cost to the entrepreneurs who try to make their mark with shop space at Rivendell.

We very much appreciate the opportunity made available to us through the City's PZD designation. We believe that this project fits very well with the intent of the PZD ordinance and hope for speedy approval. We'd like to be open for business by August 2005.

Sincerely,


Denele Campbell

RIVENDELL

PZD Application Item #5. Written description of this request addressing the following items:

b.. Current ownership information and any proposed or pending property sales.

This property is owned by Denele Campbell. No proposed or pending sales. This property is a block long from Center north to Meadow Street (avg 300 ft) and is an arc of land approximately 92 – 100' wide. The property drops from east to west approximately 20'.

c.. Reason (need) for requesting the zoning change.

To accommodate the City Trail:

The property located at 541 W. Center and 546 W. Meadow is an old railroad right of way originally purchased by the railroad in 1885. The track ran from the old ice plant (Walton Arts Center parking lot) to the feed mills at 6th and South School (Mill District). The City and I have communicated for over six years about the use of the old railbed for the City trail system. Several configurations have been considered for the trail, but ultimately the only feasible route is the old rail bed itself. Unfortunately, this route runs directly through the center of my land. If the trail easement is 14' wide as currently requested, I will be left with 36' – 43' of woodland on the east hillside of my land and 43' of land between the trail and Gregg Street.

To allow room for me to build:

The City will need to abandon right-of-way along the east side of Gregg Street. The footprint of the proposed building is 38'. (This is 25' of living space, 5' of walkway, and 5' of stairwell, with 3' of elevated porch/deck space along the west wall.) This plan provides a 2' setback between the edge of the deck space and the edge of the current pavement of Gregg St., as approved by City staff. I propose a 22' width the whole length of Gregg St. This leaves only 3' of clearance on the east side of the building between the edge of the trail and the stairs.

To allow for adequate parking:

The City will need to designate this block of Gregg Street as a public alleyway. Parking for my narrow strip of land is feasible only if it is provided underneath the buildings and only if cars can enter from and back out onto Gregg Street. Traffic flow along Gregg Street is very minimal, so it is not expected that traffic will be impeded by this parking requirement.

The City will need to approve zero set back between right-of-way line and small parking areas at the north and south ends of the property. Even with the creation of 18-20 parking spaces underneath the buildings along the Gregg Street exposure, we will still need handicap accessible spaces at the trail elevation. Both these lots need to abut the right-of-way line for those streets. On the Center Street end, the lot would provide one handicap space and two additional spaces for short-term parking and delivery. Between this lot and the edge of Center Street the right-of-way space is 13', proposed as 7' of green space and a new 6' sidewalk. On

the Meadow Street end, the lot would provide one handicap space and one additional space for short term and delivery. We propose money in lieu of sidewalks at the Meadow Street exposure, with preservation of existing trees and vegetation between the right-of-way line and the edge of pavement.

We also want to point out that the concept of building a mixed-use property along the City trail is to encourage people to walk. We believe that public parking one block north at the Walton Arts Center lot is a readily accessible and functional parking space for our property.

d. Statement of how the property will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

Rivendell's proposed mixed use zoning is compatible with the land use in adjacent properties and will serve as a transition zone between the commercial uses north of Center Street and residential uses south of Center. To the north of Rivendell is commercial property including the Nadine Baum Learning Center and the emerging complex of retail, food, and office space in the Brian Reindl Warehouse. To the west is an old industrial use property housing a refinishing firm and Northwest Tobacco and Candy, among other things. In the rest of Block 21 are three residences and three properties of mixed use office and residential. To the south are apartments.

Traffic along Center Street is an important source of drive-by exposure for Rivendell. It is not expected that any significant additional traffic on Center Street will be generated by Rivendell. We do expect to market Rivendell as a destination accessed through the City's trail system and to target Walton Arts Center, Dickson Street, and downtown patrons in promotions for Rivendell.

With the appearance of Rivendell we attempt to create the mood of a place out of time. Our woodland hillside and patio waterfalls frame our Gothic Revival structures. To build an organic whole, we will surround the buildings, city trail, walkways, and parking lots with vegetation. This appearance matches other Gothic Revival and Classical structures on this wooded hillside block of original downtown Fayetteville.

Signage has not been designed yet but will list the names of businesses located in Rivendell and will be mounted on the south- and north-facing building facades. A primary sign area approximately 20" x 10' stating "Rivendell" will surmount the lower signs listing current commercial tenants. Additional signs pointing to parking will be placed on the ground near the appropriate turns. Individual business tenants may place signage at their entries by hanging signs from the porch ceiling as long as these signs meet our standards. Additional signs may be posted in their windows. Special events may be advertised with temporary A-frame signs or banners along the street frontage or from the second-floor porch railing facing the trail, or from the railing of the elevated decks along the west side facing Gregg Street. Special events signage will be regulated for size, display location, and duration according to City ordinance as it may apply.

e. Availability of water and sewer. Water and sewer mains run along the south, west, and east

sides of this property. A new water line will be constructed under the trail, to allow for reduced set back requirements along Gregg Street.

f. Rivendell fulfills the intent and purpose of the Planned Zoning District as a comprehensively planned development which revitalizes a depressed portion of the downtown area and provides for cultural enrichment and economic development. The project combines all possible zoning uses (except industrial) while preserving an important urban woodland and accommodating the city trail. (In fact, this project is so perfect the City should be paying me to build it!)

August 24, 2004

Mr. Jeremy Pate
City of Fayetteville, Planning Division
113 West Mountain Street
Fayetteville, AR 72701

RE: Rivendell PZD

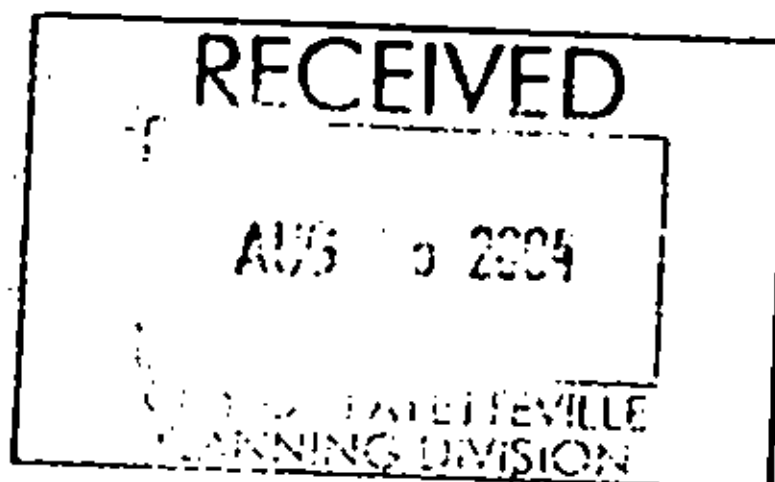
Dear Mr. Pate,

The owner of the referenced project would like to formally request a revision to the Master Street Plan changing the status of Gregg Street, between Center Street and Meadow Street, from a street to an alley. This will reduce the requirements for right-of-way. We have sent out notices to adjoining property owners regarding this reduction in right-of-way and have not received any objections.

Please call with questions.

Sincerely,
Clark Consulting,


J. Steve Clark, P.E.





FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

C. 7
C-PZD 04-1175 (Center Street & Gregg Street)
Page 28 of 36

RECEIVED

SEP 10 2004

PLANNING DIV.

POLICE DEPARTMENT

September 7, 2004

Dawn Warrick
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Warrick,

This document is in response to the request for a determination of whether the proposed **C-PZD 04-1175: Planned Zoning District (Rivendell, pp 522)** submitted by Denele Campbell for property located at the NE corner of Center Street and S. Gregg Avenue would substantially alter the population density and thereby undesirably increase the load on public services or create an appreciable increase in traffic danger and traffic congestion.

It is the opinion of the Fayetteville Police Department that this Planned Zoning District 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".

Lieutenant William Brown
Fayetteville Police Department

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	Projected Fire/Other Calls for Service at Maximum Build Out	Projected EMS Calls for Service at Maximum Build Out
RZN 04-1164	CLEVENGER			FS 7	1.70 miles	4-5 min.	4-5 min.	3	1	2
RZN 04-1166	SLOAN			FS 7	1.20 miles	4 min.	4-5 min.	21	8	13
RZN 04-1167	McBRYDE			FS 7	1.53 miles	4-5 min.	4-6 min.	5	2	3
RZN 04-1173	CAR WASH			FS 6	1.1 miles	2-3 min.	2-3 min.	N/A	N/A	N/A
C-PZD 04-1175	RIVENDELL			FS 1	.20 miles	1 min.	1 min.	3	1	2

Response times will be lower when access to Ruppel Rd. is established
Response times will be lower when access to Ruppel Rd. is established

**FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS**

**113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-444-3469**

TO: Jeremy Pate, Senior Planner
FROM: Alison Jumper, Park Planner
DATE: August 31, 2004
SUBJECT: Parks & Recreation Tech. Plat Review Comments

Meeting Date: September 3, 2004
Item: C-PZD 04-1175 Rivendell, 522
Park District: SW
Zoned: I-1
Billing Name & Address: Denele Campbell

	<u>Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	@ .024 acre per unit = _____ acres	@ \$555 per unit = \$ _____
Multi Family	@ .017 acre per unit = _____ acres	13 @ \$393 per unit = \$5109
Mobile Home	@ .024 acre per unit = _____ acres	@ \$555 per unit = \$ _____
Lot Split		@ \$555 per unit = \$ _____

COMMENTS:

- On April 5th 2004 Parks and Recreation Advisory Board approved a conditional combination of money-in-lieu of land to meet the Park Land Dedication Ordinance Requirements. The money-in-lieu fees in the amount of \$5109 are to be paid prior to issuance of building permit.

The following is the conditional approval:

The Water and Sewer Department may run a water line easement along the length of the property; providing a Center Prairie Trail continuation. If the water line easement is not placed on the property, a combination of money and land to be coordinated with land owner.

- Please label the trail as Multi-Use Trail and identify where the trail easement and waterline are located within the easement.
- Please continue to coordinate trail with Steve Hatfield, Trails and Greenways Coordinator at 718-7688.

PARKS AND RECREATION ADVISORY BOARD

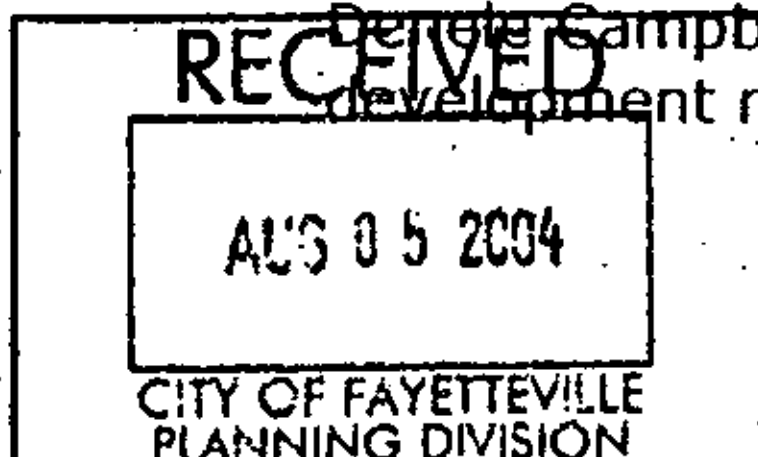
Meeting Minutes
April 5, 2004

6. Park Land Dedication

Development Name:	Rivendell Mixed Use Development
Engineer:	Steve Clark
Owner:	Denele Campbell
Location:	Corner of Center and Gregg Street
Park District:	South East
Units:	24 Multi Family
Total Acres:	
Land Dedication Requirement:	.41 Acres
Money in Lieu Requirement:	\$9,432
Existing Parks:	Happy Hollow Park within 1 mile (5 acres) Proposed Stone Mountain Park within ½ mile (8.2 acres)
Staff Recommendation:	Conditional Recommendation of Money in Lieu of land.
Justification:	The Water and Sewer Department may run a water line easement along the length of the property; providing a Center Prairie Trail continuation. If the water line easement is not placed on the property, Parks Staff recommends a combination of money and land to be coordinated with land owner. Although a deed has not yet been received, an approximate 8 acre park in the Stone Mountain Development to the North is planned. This park will be accessible from Deer Path Estates by way of proposed Skyview Lane and is within a ½ mile radius.

Hatfield explained that this developer has been great to work with because she keeps the trail usage in mind.

Denele Campbell explained the concept of this development. The development multi family development is going to face the trail as the



April 5, 2004 / 1

rear will face the street. The upper level will be residential and the lower level will be for low impact commercial such as shops and galleries. Denele plans to only build on the west side of the property and preserve the east side of the property as natural woodland. The issues that have come up in this development include parking and waterline problems.

Bailey stated this is a great way for the public to have better access to connect by a private property.

Marley asked what the time table on the development is.

Denele Campbell replied she is hoping to move along the process by starting with PRAB and possibly going to Planning in a few months.

MOTION:

Hill moved to accept Conditional Recommendation of Money in Lieu of Land to satisfy the Park Land Dedication Ordinance for the proposed Rivendell Mixed Use Development.

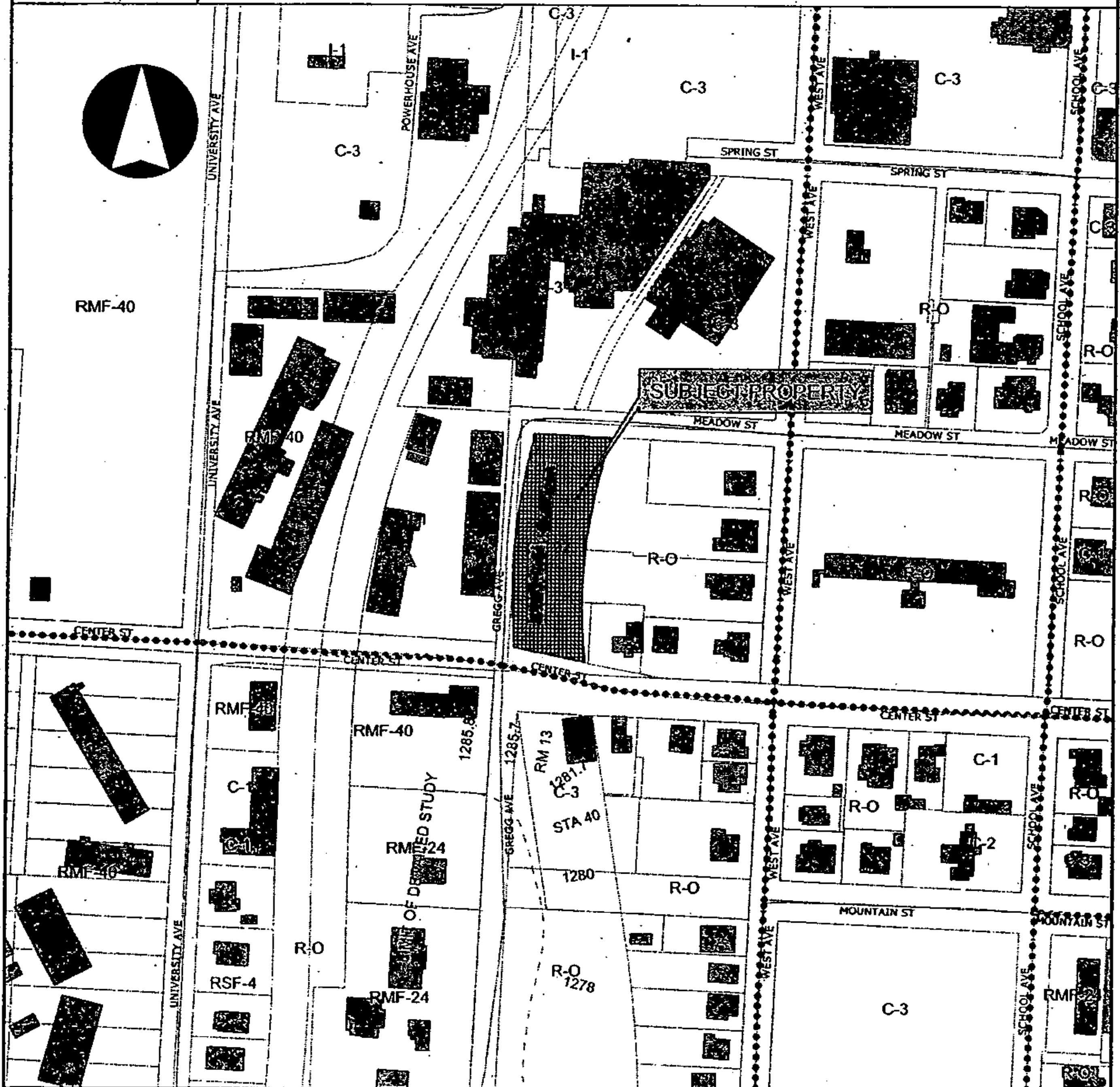
Mauritson seconded the motion.

Upon roll call, the motion was approved 7-0-0 with Colwell, Bailey, Eads, Hill, Marley, Shoulders, Mauritson voting 'yes' and Pawlik Holmes absent for the vote.

C-PZD04-1175

Close Up View

RIVENDELL



Overview



Legend

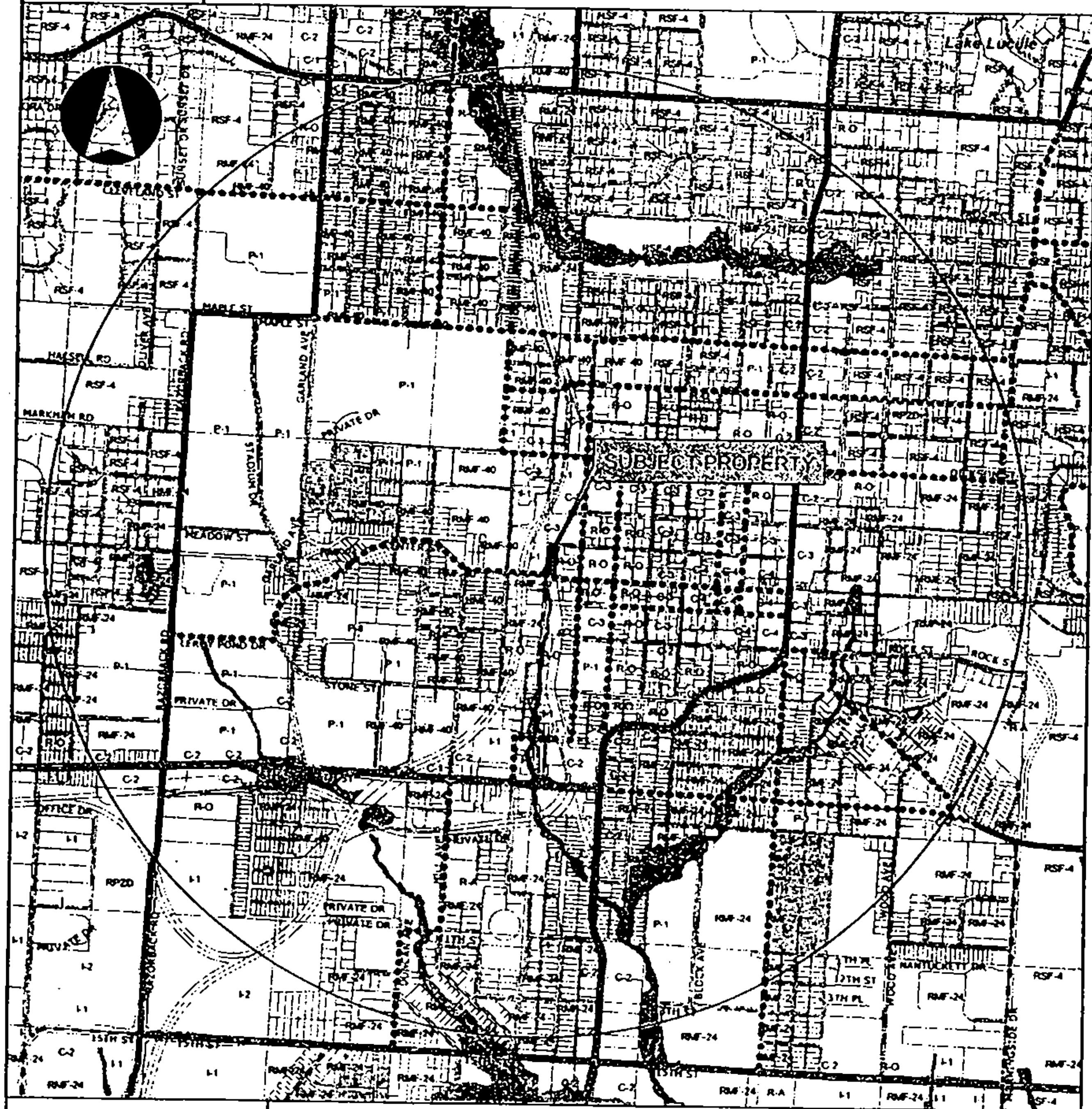
- | | | |
|------------------------|--------------------|------------------|
| ooooo Overlay District | Principal Arterial | FLOODWAY |
| Master Street Plan | Minor Arterial | 100 YEAR |
| Master Street Plan | Collector | 500 YEAR |
| Freeway/Expressway | Historic Collector | LIMIT OF STUDY |
| | | BaseLine Profile |
| | | C-PZD04-1175 |
| | | Fayetteville |
| | | Outside City |

0 75 150 300 450 600 Feet

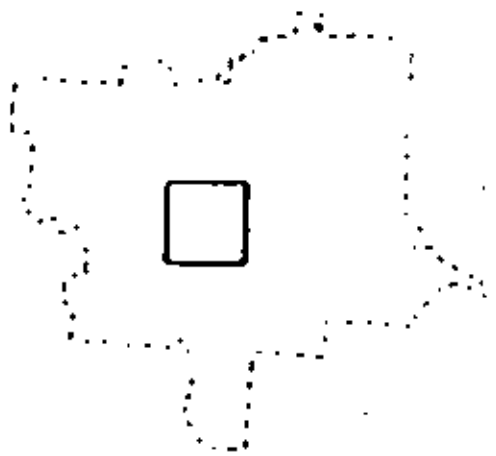
C-PZD04-1175

One Mile View

RIVENDELL



Overview



Legend

Subject Property

C-PZD04-1175

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of: October 19, 2004

FROM:

Dawn T. Warrick

Planning

CP&E

Name

Division

Department

ACTION REQUIRED: Ordinance approval.

SUMMARY EXPLANATION:

An ordinance rezoning approximately .67 acres located at the northeast corner of Center Street and South Gregg Avenue from I-1, Heavy Commercial, Light Industrial to C-PZD04-1175 and adopting the associated development plan for Rivendell as submitted by Steve Clark on behalf of Denele Campbell.

STAFF RECOMMENDATION: Approval

Dawn T. Warrick 10/1/04
Division Head Date

Received in Mayor's Office

10/4/04
Date ptt

[Signature] 10/1/04
City Attorney Date

Cross Reference:

[Signature] 10-5-04
Department Director Date

Previous Ord/Res#:

[Signature] 10/5/04
Finance & Internal Services Dir. Date

Orig. Contract Date:

[Signature] 10-5-04
Chief Administrative Officer Date

Orig. Contract Number:

[Signature] 10/5/04
Mayor Date

New Item:

Yes

No

ENTERED
[Signature]
10/11/04

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator *DW*

Date: September 28, 2004

Subject: Master Street Plan amendment for Gregg Ave – Rivendell (ADM 04-1257)

RECOMMENDATION

Planning Staff recommends approval of a resolution amending the Master Street Plan to reclassify Gregg Avenue from a Local Street to an Alley in this location as part of the Commercial Planned Zoning District for Rivendell, as described and depicted herein.

BACKGROUND

Property description: The subject property is located east of Gregg Avenue, between Meadow Street and Center Street, in the Fayetteville downtown area.

Proposal: The applicant proposes to develop a mixed-use project on the site, as presented with the associated Planned Zoning District plans and architectural elevations. The project is to consist of (13) 1-bedroom dwelling units and a mixture of retail, commercial, studio, office and eating spaces. Due to existing site constraints and the desire to facilitate construction of an important section of the Center Prairie Trail connecting South Fayetteville to Downtown Fayetteville, the applicant has designed the structures with at-grade pedestrian access from the trail and underground parking from Gregg Avenue. Parking is proposed underneath the structures, requiring vehicles to back out onto Gregg Avenue when exiting. Gregg Avenue is classified as a Local Street currently, which requires additional right-of-way to be dedicated, and would not allow for backing out onto the public street.

Request: The request is to reclassify Gregg Avenue in this location from a Local Street, requiring a minimum of 50 feet of right-of-way, to an Alley, requiring a minimum of 20 feet of right-of-way. There is a low traffic volume in this area between Meadow Street and Center Street, and the existing street grid allows maximum opportunity for traffic to disperse.

City Council Meeting of October 19, 2004
Agenda Item Number

DISCUSSION

The Planning Commission voted 8-0-0 in favor of the associated Planned Zoning District for Rivendell which included consideration of this Master Street Plan amendment and the vacation request of a portion of Gregg Avenue right-of-way as a condition of that approval on Monday, September 28, 2004.

Gregg Avenue is identified on the City's current Master Street plan as a Local Street. The original platting of this street continued north from Meadow Street to Spring Street (see attached). Several of these street sections were vacated in their entirety previously, facilitating development of the warehouse structures north of the property, currently being remodeled for a mixed-use development. Gregg Avenue currently carries a very low volume of traffic, compared to surrounding through streets. Staff finds the proposed change in classification will not detrimentally impact the intent of the Master Street Plan in this location. Traffic flow will be substantially the same, with the exception of that generated by the proposed development. The alley is proposed to remain a public right-of-way allowing for continued public and emergency access, on an improved street.

BUDGET IMPACT

None. As part of the development proposed with the Planned Zoning District for Rivendell, the developer is required to overlay Gregg Avenue to an improved standard allowing for emergency and public access.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE MASTER STREET PLAN TO RECLASSIFY GREGG AVENUE FROM A LOCAL STREET TO AN ALLEY BETWEEN CENTER STREET AND MEADOW STREET AS DESCRIBED IN THE STAFF REPORT ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, there is a low traffic volume in this area between Meadow Street and Center Street and the existing street grid allows maximum opportunity for traffic to disperse; and

WHEREAS, the reclassification of this local street to an alley will not detrimentally impact the intent of the Master Street Plan in this location.

WHEREAS, the alley is to remain a public right of way allowing for continued public and emergency access.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the herein mentioned change as described in the staff report attached hereto and made a part hereof, labeled Exhibit "A".

PASSED and APPROVED this _____ day of October, 2004.

APPROVED:

By: _____
DAN COODY, MAYOR

ATTEST:

By: _____
SONDRA SMITH, CITY CLERK

August 24, 2004

Mr. Jeremy Pate
City of Fayetteville, Planning Division
113 West Mountain Street
Fayetteville, AR 72701

RE: Rivendell PZD

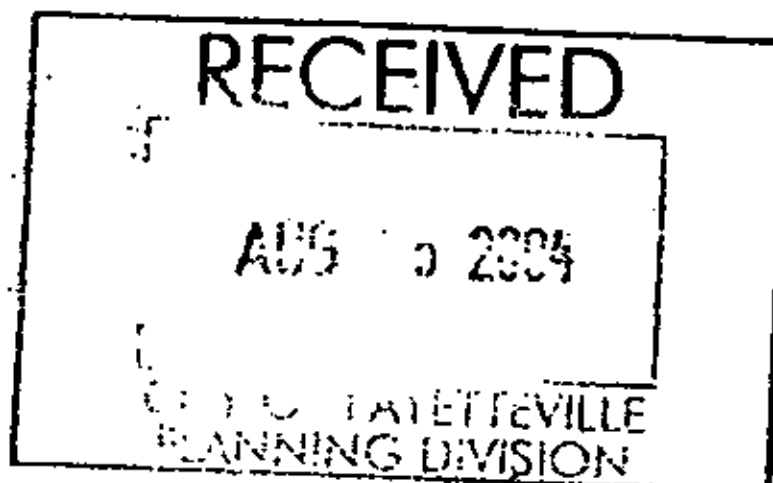
Dear Mr. Pate,

The owner of the referenced project would like to formally request a revision to the Master Street Plan changing the status of Gregg Street, between Center Street and Meadow Street, from a street to an alley. This will reduce the requirements for right-of-way. We have sent out notices to adjoining property owners regarding this reduction in right-of-way and have not received any objections.

Please call with questions.

Sincerely,
Clark Consulting,


J. Steve Clark, P.E.



Description

We are requesting that a portion of Gregg Street between Center Street and Meadow Street be vacated and that the remainder of the street be changed to an alley. Gregg Street has always functioned more as an alley than as a street. There is very little traffic that uses the street on a regular basis.

The property that was acquired by Ms. Denele Campbell from the railroad was previously a railroad spur that had not been actively used in many years. The legal description of the railroad property overlapped the Gregg Street Right-of-Way along the east side of the ROW. In fact Ms. Campbell's West property line is as much as 18 feet into the Gregg Street ROW.

The development that is being proposed will require that most of the parking be located under the proposed buildings. In order for this to function it will be necessary to back out of the garage structure on to Gregg Street. In order for this to be legal the Street Row will need to be converted to an alley.

Rivendell P2D.

RIVENDELL

PZD Application Item #5. Written description of this request addressing the following items:

b.. Current ownership information and any proposed or pending property sales.

This property is owned by Denele Campbell. No proposed or pending sales. This property is a block long from Center north to Meadow Street (avg 300 ft) and is an arc of land approximately 92 – 100' wide. The property drops from east to west approximately 20'.

c.. Reason (need) for requesting the zoning change.

To accommodate the City Trail:

X The property located at 541 W. Center and 546 W. Meadow is an old railroad right of way originally purchased by the railroad in 1885. The track ran from the old ice plant (Walton Arts Center parking lot) to the feed mills at 6th and South School (Mill District). The City and I have communicated for over six years about the use of the old railbed for the City trail system. Several configurations have been considered for the trail, but ultimately the only feasible route is the old rail bed itself. Unfortunately, this route runs directly through the center of my land. If the trail easement is 14' wide as currently requested, I will be left with 36' – 43' of woodland on the east hillside of my land and 43' of land between the trail and Gregg Street.

To allow room for me to build:

X The City will need to abandon right-of-way along the east side of Gregg Street. The footprint of the proposed building is 38'. (This is 25' of living space, 5' of walkway, and 5' of stairwell, with 3' of elevated porch/deck space along the west wall.) This plan provides a 2' setback between the edge of the deck space and the edge of the current pavement of Gregg St., as approved by City staff. I propose a 22' width the whole length of Gregg St. This leaves only 3' of clearance on the east side of the building between the edge of the trail and the stairs.

To allow for adequate parking:

X The City will need to designate this block of Gregg Street as a public alleyway. Parking for my narrow strip of land is feasible only if it is provided underneath the buildings and only if cars enter from and back out onto Gregg Street. Traffic flow along Gregg Street is very minimal, so it is not expected that traffic will be impeded by this parking requirement.

The City will need to approve zero set back between right-of-way line and small parking areas at the north and south ends of the property. Even with the creation of 18-20 parking spaces underneath the buildings along the Gregg Street exposure, we will still need handicap accessible spaces at the trail elevation. Both these lots need to abut the right-of-way line for those streets. On the Center Street end, the lot would provide one handicap space and two additional spaces for short-term parking and delivery. Between this lot and the edge of Center Street the right-of-way space is 13', proposed as 7' of green space and a new 6' sidewalk. On

the Meadow Street end, the lot would provide one handicap space and one additional space for short term and delivery. We propose money in lieu of sidewalks at the Meadow Street exposure, with preservation of existing trees and vegetation between the right-of-way line and the edge of pavement.

We also want to point out that the concept of building a mixed-use property along the City trail is to encourage people to walk. We believe that public parking one block north at the Walton Arts Center lot is a readily accessible and functional parking space for our property.

d. Statement of how the property will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

Rivendell's proposed mixed use zoning is compatible with the land use in adjacent properties and will serve as a transition zone between the commercial uses north of Center Street and residential uses south of Center. To the north of Rivendell is commercial property including the Nadine Baum Learning Center and the emerging complex of retail, food, and office space in the Brian Reindl Warehouse. To the west is an old industrial use property housing a refinishing firm and Northwest Tobacco and Candy, among other things. In the rest of Block 21 are three residences and three properties of mixed use office and residential. To the south are apartments.

Traffic along Center Street is an important source of drive-by exposure for Rivendell. It is not expected that any significant additional traffic on Center Street will be generated by Rivendell. We do expect to market Rivendell as a destination accessed through the City's trail system and to target Walton Arts Center, Dickson Street, and downtown patrons in promotions for Rivendell.

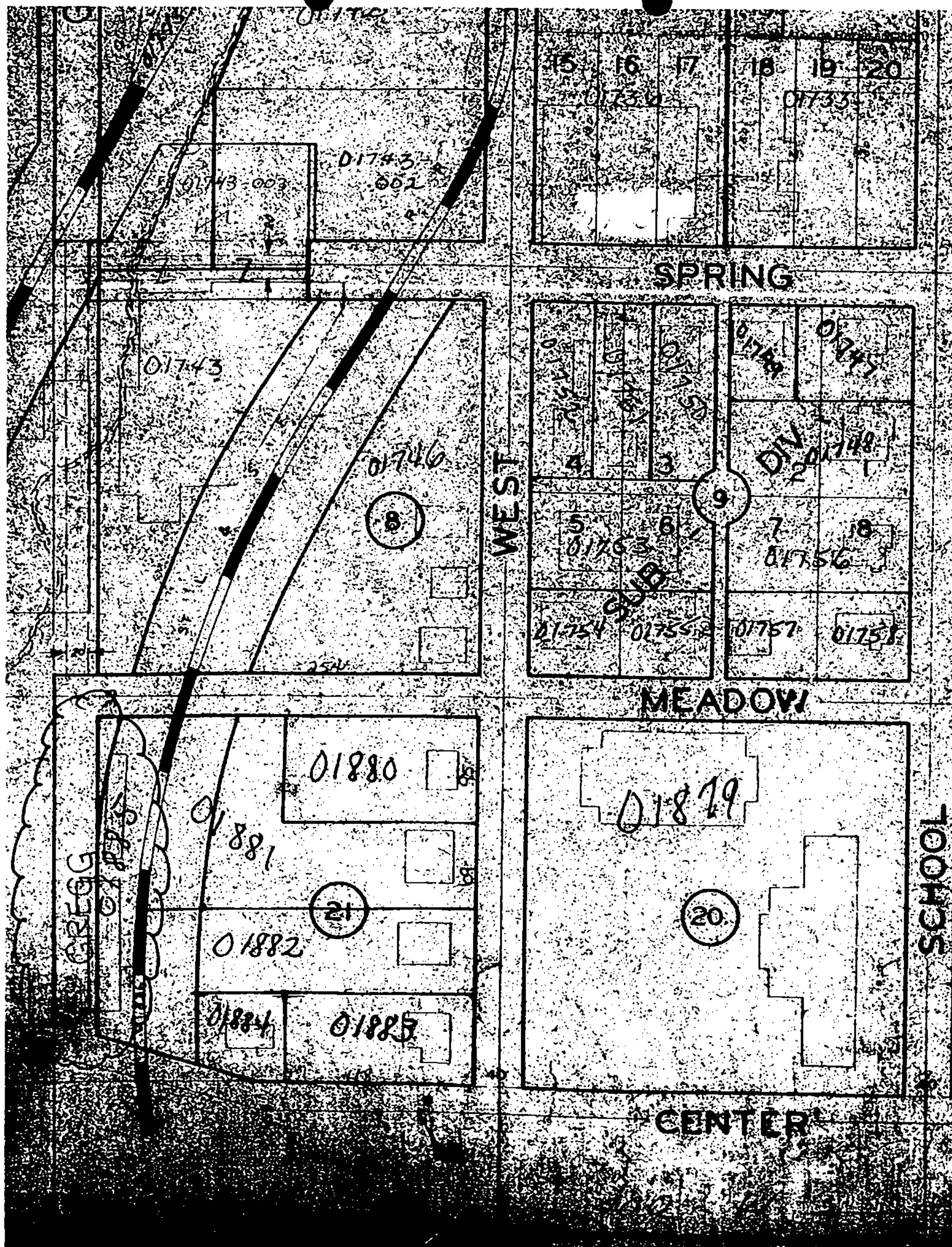
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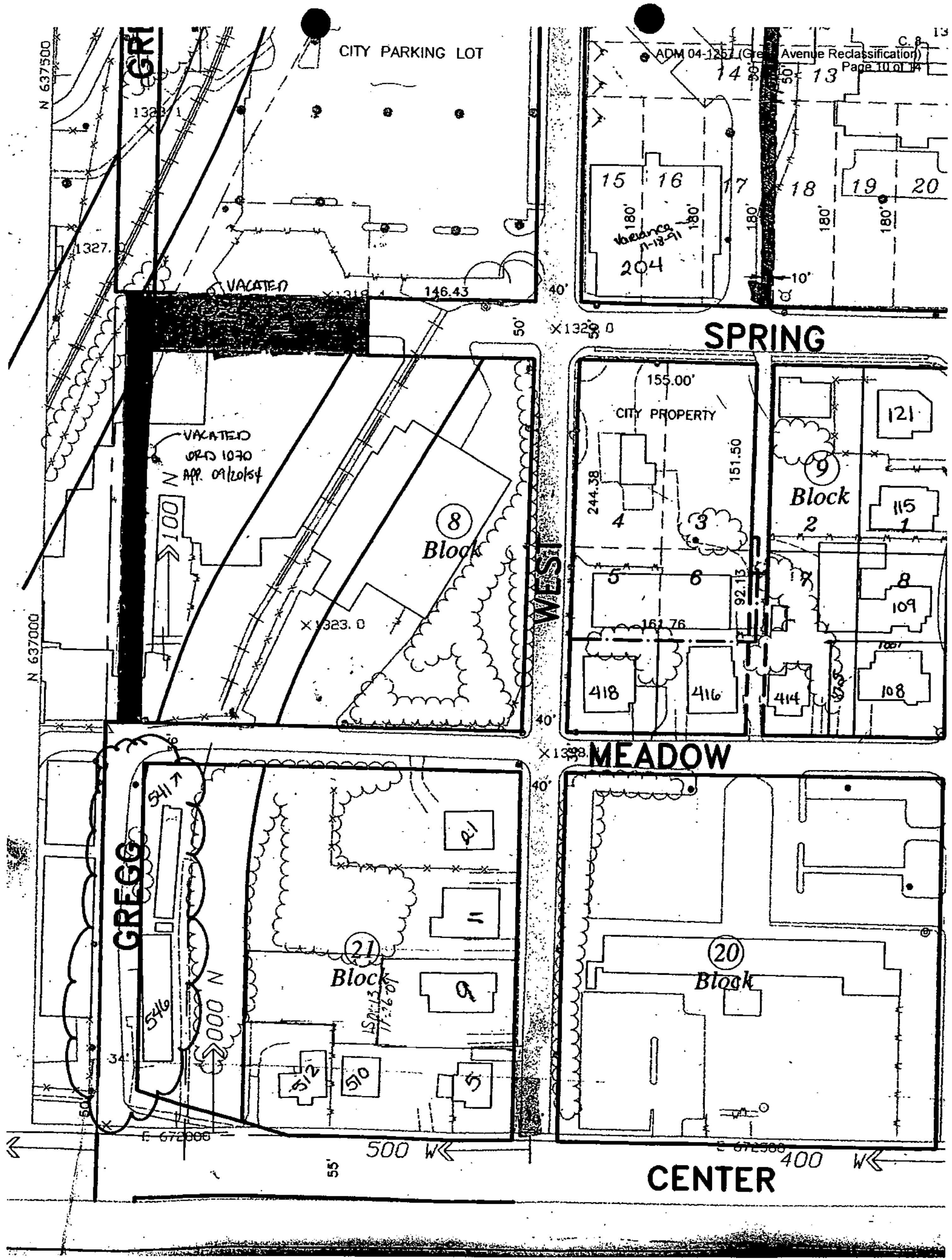
Signage has not been designed yet but will list the names of businesses located in Rivendell and will be mounted on the south- and north-facing building facades. A primary sign area approximately 20" x 10' stating "Rivendell" will surmount the lower signs listing current commercial tenants. Additional signs pointing to parking will be placed on the ground near the appropriate turns. Individual business tenants may place signage at their entries by hanging signs from the porch ceiling as long as these signs meet our standards. Additional signs may be posted in their windows. Special events may be advertised with temporary A-frame signs or banners along the street frontage or from the second-floor porch railing facing the trail, or from the railing of the elevated decks along the west side facing Gregg Street. Special events signage will be regulated for size, display location, and duration according to City ordinance as it may apply.

e. Availability of water and sewer. Water and sewer mains run along the south, west, and east

sides of this property. A new water line will be constructed under the trail, to allow for reduced set back requirements along Gregg Street.

f. Rivendell fulfills the intent and purpose of the Planned Zoning District as a comprehensively planned development which revitalizes a depressed portion of the downtown area and provides for cultural enrichment and economic development. The project combines all possible zoning uses (except industrial) while preserving an important urban woodland and accommodating the city trail. (In fact, this project is so perfect the City should be paying me to build it!)





VAC04-1178

Close Up View

RIVENDELL



Overview



Legend

- | | | |
|----------------------------|----------------------|--------------------|
| ○ ○ ○ ○ ○ 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 |
| | | ▬ VAC04-1178 |
| | | ▬ Fayetteville |
| | | ▬ Outside City |

0 75 150 300 450 600 Feet

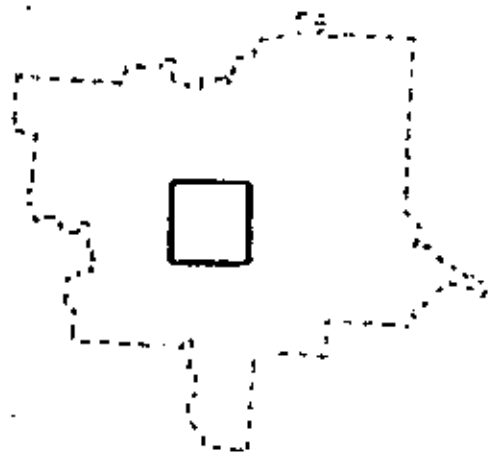
VAC04-1178

One Mile View

RIVENDELL



Overview



Legend

Subject Property

VAC04-1178

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of:

October 19, 2004

FROM:

Dawn T. Warrick

Planning

CP&E

Name

Division

Department

ACTION REQUIRED: Resolution approval.

SUMMARY EXPLANATION:

ADM 04-1257 was submitted by Steve Clark on behalf of Denele Campbell for property located north of Center Street and south of Meadow Street. The request is to reclassify Gregg Street in this location from a local street to a public alley.

STAFF RECOMMENDATION: Approval

Dawn T. Warrick 10/1/04
Division Head Date

[Signature] 10/1/04
City Attorney Date

[Signature] 10-5-04
Department Director Date

[Signature] 10-5-04
Finance & Internal Services Dir. Date

[Signature] 10-5-04
Chief Administrative Officer Date

[Signature] 10/5/04
Mayor Date

Received in Mayor's Office

10/4/04
Date *PH*

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item:

Yes

No

ENTERED
10/11/04

City Council Meeting of October 19, 2004
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator *DW*

Date: September 28, 2004

Subject: Master Street Plan amendent for Wilson St. – Walnut Xing (ADM 04-1258)

RECOMMENDATION

Planning Staff recommends approval of a resolution amending the Master Street Plan to relocate Wilson Street, an un-constructed Collector Street, approximately 600 feet to the north as part of the Residential Planned Zoning District for Walnut Crossing, as described and depicted herein.

BACKGROUND

Property Description: The property consists of a total of 52.98 acres located in west Fayetteville and east Farmington, north of Hwy 62 (6th Street). Of the 52.98 acres in review for the associated Planned Zoning District, only 43.30 acres is within the City of Fayetteville, the remainder of which lies within the City of Farmington. Two legal descriptions, therefore, accompanies the proposal: one for the rezoning, from R-A, Residential Agricultural to the unique R-PZD zoning district (43.30 acres); and a second for the Preliminary Plat being processed simultaneously, subdividing property in both jurisdictions (52.98 acres). The City of Farmington has been notified and is in the process of reviewing development plans separately from the City of Fayetteville.

The property is agricultural in nature, with floodplain associated with Farmington Branch creek and several groupings of trees.

Proposal: As part of the development proposal, the applicant plans to dedicate right-of-way for an east-west Collector and construct a street to accomplish the goals of the Master Street Plan. The intended location, however, is approximately 600 feet to the north of planned Wilson Street.

Request: The request is to relocate the planned Collector Street (Wilson St) that traverses the southern boundary of the property approximately 600 feet to the north, as depicted in the Planned Zoning District subdivision plans. The proposed street is aligned in such a way to connect to existing Alberta Street in Farmington to the west and to the planned Ruppel Road extension to the east, with future development. This would allow for a

City Council Meeting of October 19, 2004
Agenda Item Number

north-south arterial connection (Ripple Road), and distance the road from following Farmington Branch creek too closely.

DISCUSSION

The Planning Commission voted 8-0-0 in favor of the associated Planned Zoning District for Walnut Crossing which included consideration of this Master Street Plan amendment as a condition of that approval on Monday, September 27, 2004.

BUDGET IMPACT

None.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE MASTER STREET PLAN TO RELOCATE WILSON STREET, A PROPOSED COLLECTOR STREET, APPROXIMATELY 600 FEET NORTH AS PART OF R-PZD 04-1181, WALNUT CROSSING, AS DESCRIBED IN THE STAFF REPORT ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, the relocation of Wilson Street approximately 600' north will allow for this collector to be situated along a large utility easement in an area that is undesirable for residential lot locations; and

WHEREAS, the relocation of this collector street will distance the road from following too closely to the Farmington Branch creek and associated floodway and floodplain areas.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the herein mentioned change as described in the staff report attached hereto and made a part hereof, labeled Exhibit "A".

PASSED and APPROVED this _____ day of October, 2004.

APPROVED:

By: _____
DAN COODY, MAYOR

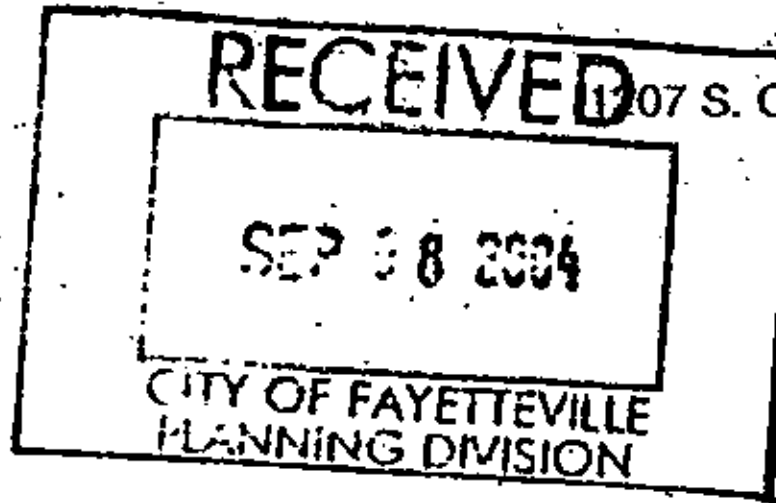
ATTEST:

By: _____
SONDRA SMITH, CITY CLERK

Engineering Services, Inc.

1707 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72765-0282

Phone: 479-751-8733 • Fax: 479-751-8746



September 7, 2004

Planning and Development
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RE: Walnut Crossing Subdivision (PZD 04-1181)
Master Street Plan Revision
Fayetteville, Arkansas

To Whom It May Concern:

The City of Fayetteville Master Street Plan calls for an East-West Collector street in the area of the proposed Walnut Crossing Subdivision. The Walnut Crossing Subdivision PZD submitted includes a street (Street 3) which satisfies Fayetteville's minimum requirements for a collector and also satisfies the intent of the Master Street Plan.

The proposed street has a right-of-way of 80 feet, while only seventy feet of right-of-way is required by the city, and it is east-west in direction. The proposed street is approximately 600' further north than the Master Street Plan calls for, but is in the general area required. The street runs across the entire width of the proposed PZD, and is aligned in such a way as to connect to the existing Alberta Street if extended to the West. There are no impediments to the east of the proposed street, using the alignment proposed in the PZD, that would prevent its eventual extension to Ruppel Road, which the Master Street Plan calls to be extended to Highway 62.

I believe the street layout proposed to the city meets the requirements of future traffic in the area and the intent of the Master Street Plan. If you have any questions regarding this development, please do not hesitate to contact me.

Sincerely,

Brian J. Moore, P.E.
Secretary/Treasurer



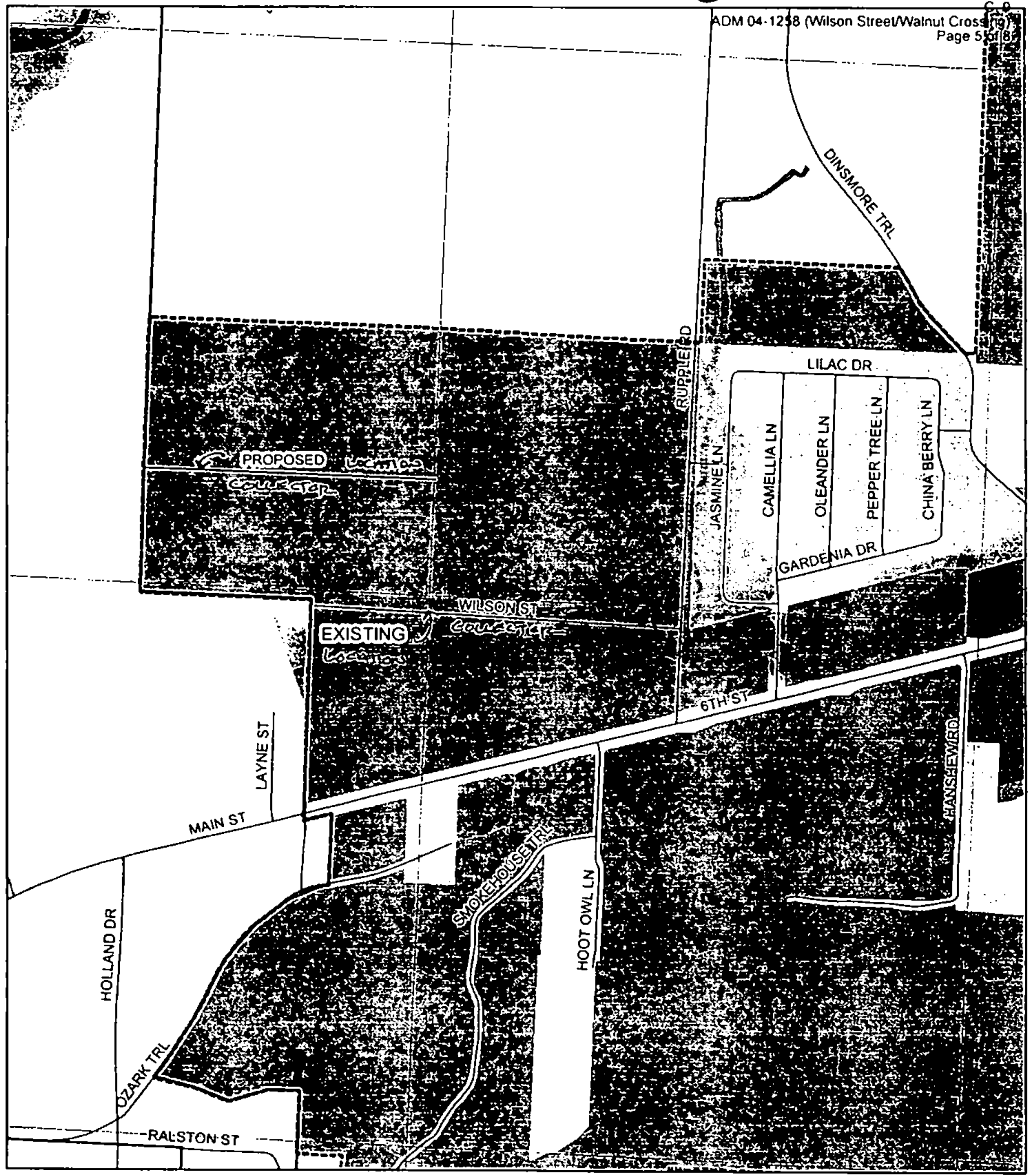
Consulting Engineers and Surveyors

Jerry W. Martin, P.E.
President

E. Walt LeFevre, P.E.
Senior Vice President

Philip C. Humbard, P.E., P.L.S.
Vice President

Brian J. Moore, P.E.
Secretary / Treasurer



Legend

Master Street Plan

— UNCLASSIFIED

CLASS, EXIST

----- COLLECTOR, PLANNED

— COLLECTOR, EXISTING

----- FREEWAY/EXPRESSWAY, PLANNED

— FREEWAY/EXPRESSWAY, EXISTING

— HISTORIC COLLECTOR, EXISTING

----- MINOR ARTERIAL, PLANNED

— MINOR ARTERIAL, EXISTING

----- PRINCIPAL ARTERIAL, PLANNED

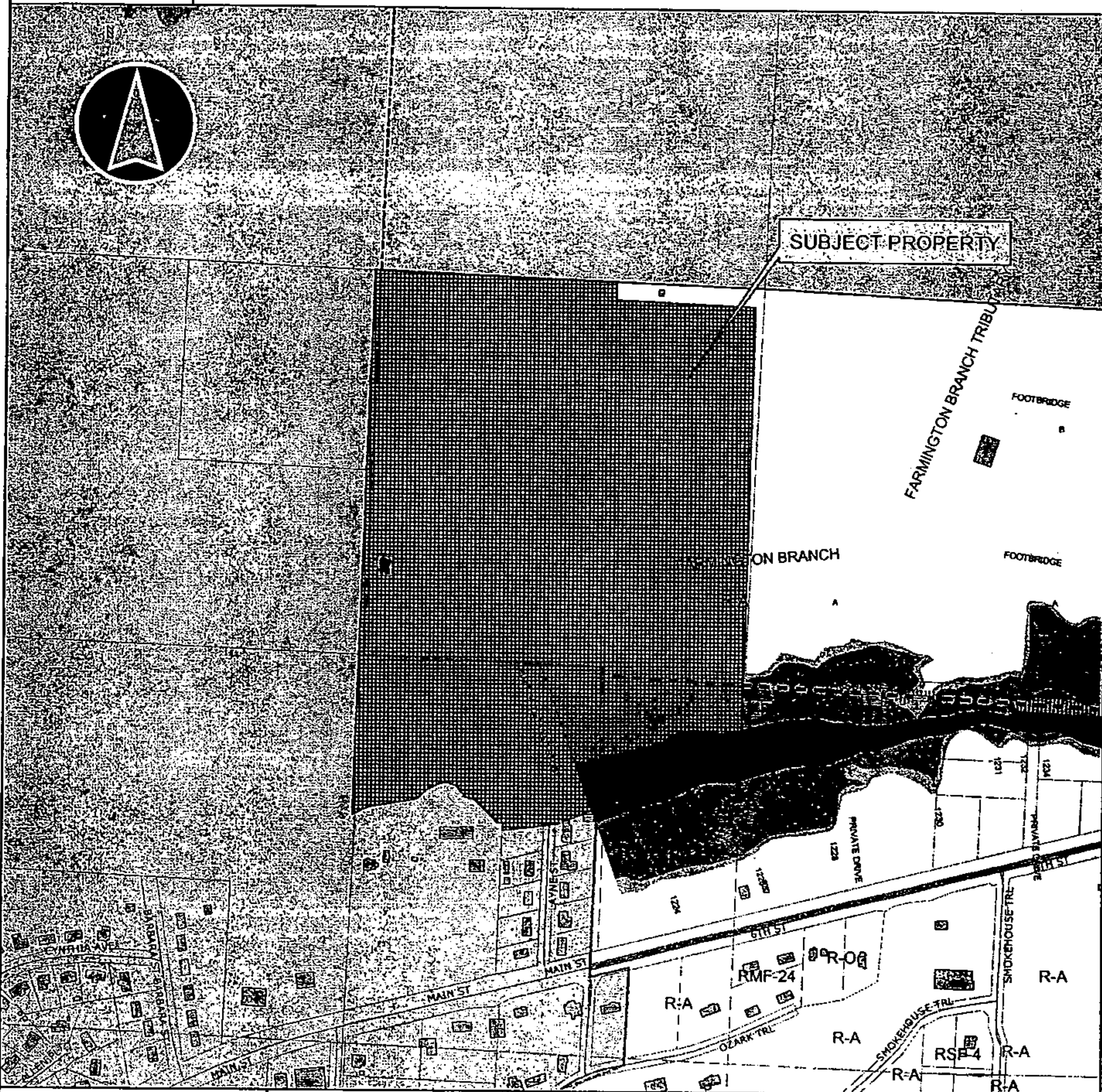
— PRINCIPAL ARTERIAL, EXISTING



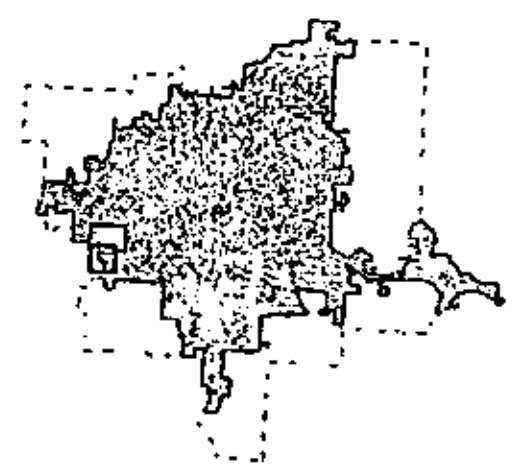
RPZD04-1181

WALNUT CROSSING SUBDIVISION

Close Up View

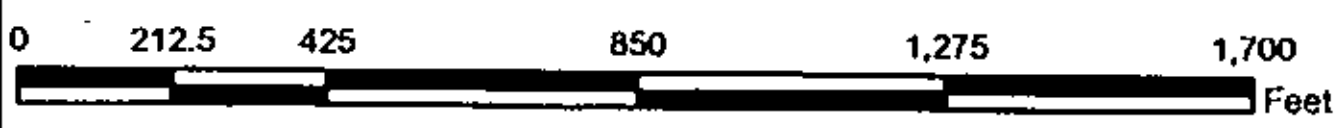


Overview



Legend

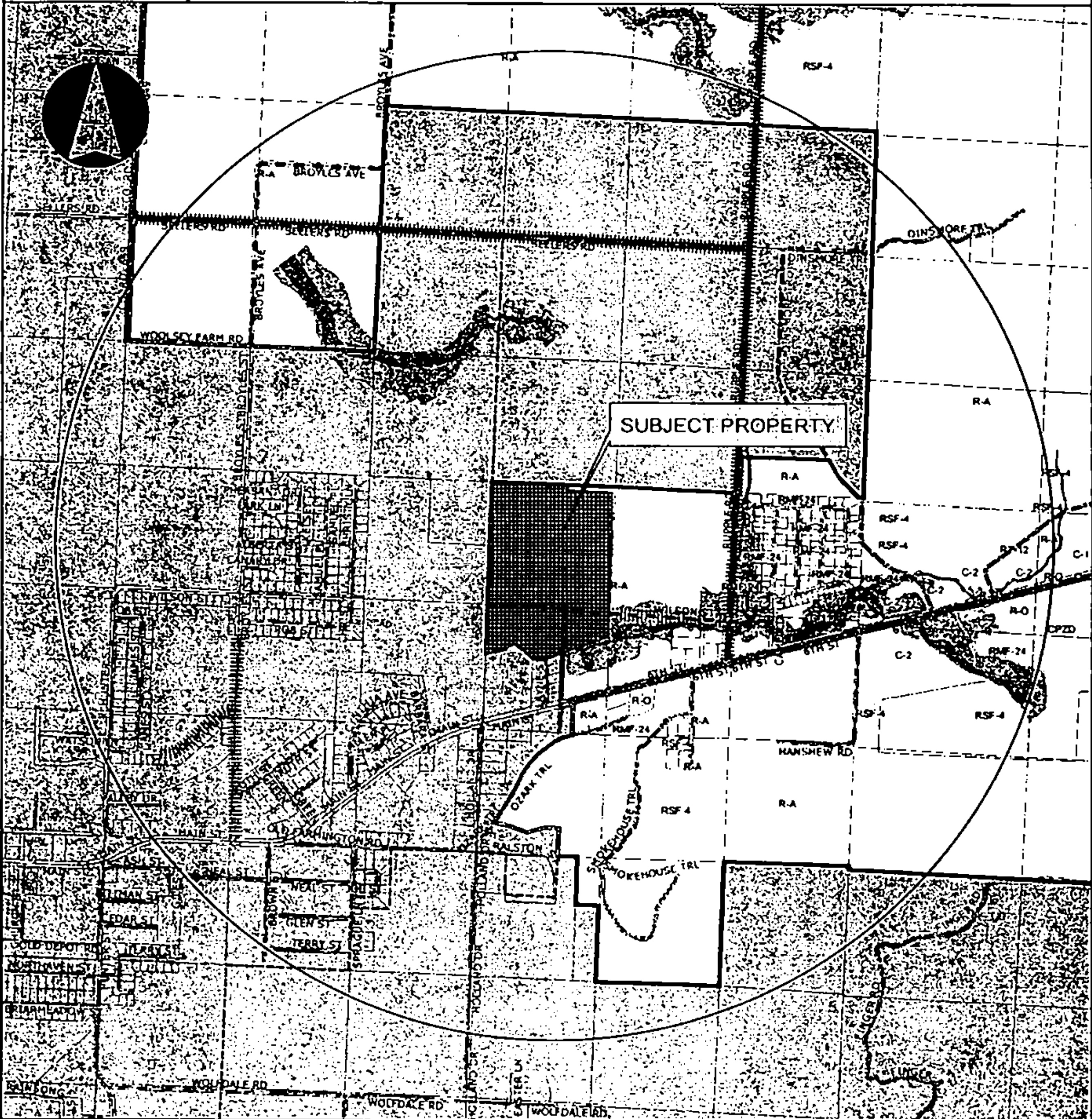
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|--------------------|--------------------|------------------|
| ○ Overlay District | Principal Arterial | FLOODWAY |
| Master Street Plan | Minor Arterial | 100 YEAR |
| Master Street Plan | Collector | 500 YEAR |
| Freeway/Expressway | Historic Collector | LIMIT OF STUDY |
| | | BaseLine Profile |
| | | RPZD04-1181 |
| | | Fayetteville |
| | | Outside City |



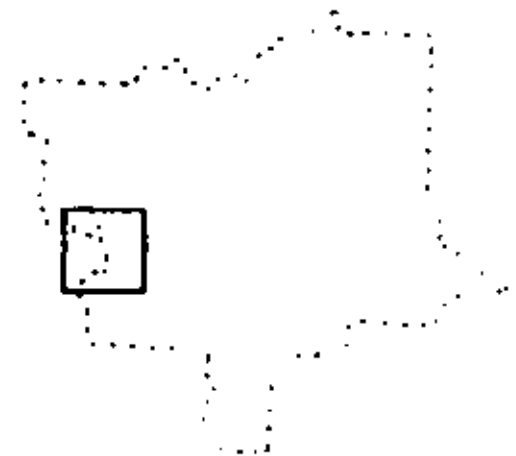
R-PZD04-1181

WALNUT CROSSING SUBDIVISION

One Mile View



Overview



Legend

Streets

- Existing
- ||||| Planned

Subject Property

- RPZD04-1181

Boundary

- Planning Area
- Overlay District
- Outside City

Master Street Plan

- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of:

October 19, 2004

FROM:

Dawn T. Warrick

Planning

CP&E

Name

Division

Department

ACTION REQUIRED: Resolution Approval.

SUMMARY EXPLANATION:

A resolution to amend the Master Street Plan to relocate a proposed collector street (Wilson Street) approximately 600 feet north.

STAFF RECOMMENDATION: Approval

Dawn T. Warrick 10/1/04
Division Head Date

[Signature] 10/1/04
City Attorney Date

[Signature] 10-5-04
Department Director Date

[Signature] 10/5/04
Finance & Internal Services Dir. Date

[Signature] 10-5-04
Chief Administrative Officer Date

[Signature] 10/5/04
Mayor Date

Received in Mayor's Office

10/4/04
Date *PH*

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item:

Yes

No

ENTERED
[Signature]
10/11/04

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Community Planning and Engineering Services Director

From: Dawn T. Warrick, AICP, Zoning and Development Administrator *DW*

Date: September 28, 2004

Subject: Easement Vacation for Gregg Avenue/Rivendell (VAC 04-1178)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating a portion of Gregg Avenue right-of-way, as described and depicted herein.

BACKGROUND

The applicant currently has an associated Planned Zoning District request in process, unanimously recommended by the Planning Commission for approval to the City Council for the construction of a mixed-use development in the downtown area. The project plan has been developed around and is contingent upon the vacation of a particular portion of street right-of-way along Gregg Avenue between Meadow Street and Center Street.

Gregg Avenue is a Local Street on the Master Street Plan, requiring a right-of-way dedication of 25 feet from centerline (50 feet total). Currently a total of 34 feet of right-of-way exists in this location, with the existing structures located near or at the right-of-way line. Along with the vacation request, and as part of the Planned Zoning District proposal, the applicant is also requesting the Master Street Plan be amended for this portion of Gregg Avenue, down-grading its classification from a Local Street to an alley. The developer's proposal is to overlay the existing street and have the parking directly off of the new surface underneath the proposed buildings, a situation that is not allowed with Gregg Street's current classification and right-of-way requirements.

Request: The applicant requests to vacate approximately 12 feet of the eastern portion of the existing Gregg Street right-of-way along the subject property's frontage, and to dedicate the remaining area as a public alley as described and depicted in the attached documents.

DISCUSSION

Notification was provided to all utility representatives and adjoining property owners. No objections were submitted.

City Council Meeting of October 19, 2004
Agenda Item Number

The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation for approval of the vacation request at the regular meeting of September 27, 2004.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 04-1178 TO VACATE A PORTION OF THE RIGHT OF WAY FOR GREGG STREET LOCATED BETWEEN CENTER STREET AND MEADOW STREET AND RECLASSIFYING THIS SUBJECT RIGHT OF WAY AS AN ALLEY AS DEPICTED ON THE ATTACHED MAP AND LEGAL DESCRIPTION.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described platted right of way is no longer required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons the following described right of way, retaining the use as a public alley:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

PASSED AND APPROVED this _____ day of _____, 2004.

APPROVED:

By _____
Dan Coody, Mayor

ATTEST:

By _____
Sondra Smith, City Clerk

EXHIBIT "A"
VAC 04-1178

A PART OF THE WEST HALF (W1/2) BLOCK NUMBERED TWENTY-ONE (21) OF THE ORIGINAL TOWN PLAT OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AND A PORTION OF GREGG AVENUE, ALTOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK TWENTY-ONE (21), SAID POINT BEING AN EXISTING IRON; THENCE N87°21'50"W 221.96 FEET ALONG THE NORTH LINE OF SAID BLOCK TWENTY-ONE (21) TO AN EXISTING RAILROAD RAIL WITH A CHISELED "X" ON THE EAST BOUNDARY OF A ONE HUNDRED (100) FOOT WIDE RAILROAD RIGHT-OF-WAY, SAID POINT BEING ON A 714.49 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE 312.95 FEET, THE CHORD FOR WHICH BEING S06°10'55"W 310.45 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE N78°38'34"W 87.38 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET TO AN EXISTING CHISELED "X" IN CONCRETE FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET, N78°38'34"W 10.86 FEET TO A SET ½" IRON REBAR ON THE WEST BOUNDARY OF SAID ONE HUNDRED (100) FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET AND RUNNING ALONG SAID WEST RAILROAD RIGHT-OF-WAY LINE, N02°02'45"W 28.49 FEET TO A SET ½" IRON REBAR; THENCE LEAVING THE WEST RAILROAD RIGHT-OF-WAY LINE, N02°02'45"W 5.44 FEET ALONG PROPOSED EAST RIGHT-OF-WAY LINE OF GREGG AVENUE; THENCE CONTINUING ALONG THE PROPOSED EAST RIGHT-OF-WAY LINE OF GREGG AVENUE, N86°53'31"E 1.56 FEET; THENCE N02°42'36"E 239.14 FEET; THENCE N48°37'39"E 16.73 FEET TO A SET ½" IRON REBAR; THENCE LEAVING THE PROPOSED EAST RIGHT-OF-WAY LINE OF GREGG AVENUE AND RUNNING ALONG THE OLD EAST RIGHT-OF-WAY LINE OF GREGG AVENUE, S02°42'48"W 286.38 FEET TO POINT OF BEGINNING, CONTAINING 3363 SQUARE FEET, MORE OR LESS.

Exhibit "B"

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of September 27, 2004

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
FROM: Jeremy Pate, Senior Planner
Matt Casey P.E. Staff Engineer
THRU: Dawn Warrick, AICP, Zoning & Development Administrator
DATE: September 16, 2004

VAC 04-1178: Vacation (RIVENDELL, 483): Submitted by STEVE CLARK for property located at THE FORMER 100 FT. RAILROAD R/W ON THE WEST SIDE OF BLOCK 21 ORIGINAL TOWN PLAT. The property is zoned I-1, HEAVY COMMERCIAL/LIGHT INDUST and contains approximately 0.67 acres. The request is to vacate a portion of the Right-of-Way on Gregg Street.

Property Owner: DENELE CAMPBELL

Planner: JEREMY PATE

Findings: See the attached maps and legal descriptions for the exact locations of the requested utility easement vacation.

Background: The applicant currently has a PZD under review in the Planning Commission process for the construction of a commercial and multi-family development. The project plan has been developed around and is contingent upon the vacation of this portion of street right-of-way along Gregg Avenue, based on conversations with city staff and utility representatives.

Gregg Avenue is a Local Street on the Master Street Plan, requiring a right-of-way dedication of 25 feet from centerline. Along with the vacation request, and as part of the Planned Zoning District proposal, the applicant is also requesting the Master Street Plan be amended for this portion of Gregg Avenue, down-grading its classification from a Local Street to an alley. The developer's proposal is to overlay the existing street and have the parking directly off of the new surface underneath the proposed buildings, a situation that is not allowed with Gregg Street's current classification and right-of-way requirements.

Request: The applicant requests to vacate a portion of the existing Gregg Street right-of-way and to dedicate this area as a public alley as described and depicted in the attached documents.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

UTILITIES

Ozarks Electric

Cox Communications

RESPONSE

No Objections

No Objections

AEP/SWEPCO

No Objections

Arkansas Western Gas

No Objections

SW Bell

No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

No Objections

Transportation

No Objections

Solid Waste

No Objections

Engineering

No Objections

Recommendation: Staff recommends approval of the proposed R-O-W vacation 04-1178 with the following conditions:

Conditions of Approval:

1. A 20' wide water and sewer easement shall be dedicated that runs north and south on the east side of the proposed buildings running generally with the proposed trail. It will need to connect from Meadow Street right-of-way to the Center Street right-of-way.

PLANNING COMMISSION ACTION: yes Required ✓ Approved _____ Denied

Date: September 27, 2004

Comments: _____

The "CONDITIONS OF APPROVAL", beginning on page two of this report, are accepted in total without exception by the entity requesting approval of this development item.

By _____

Title _____

Date _____

CITY COUNCIL ACTION: yes Required

Date: October 19, 2004

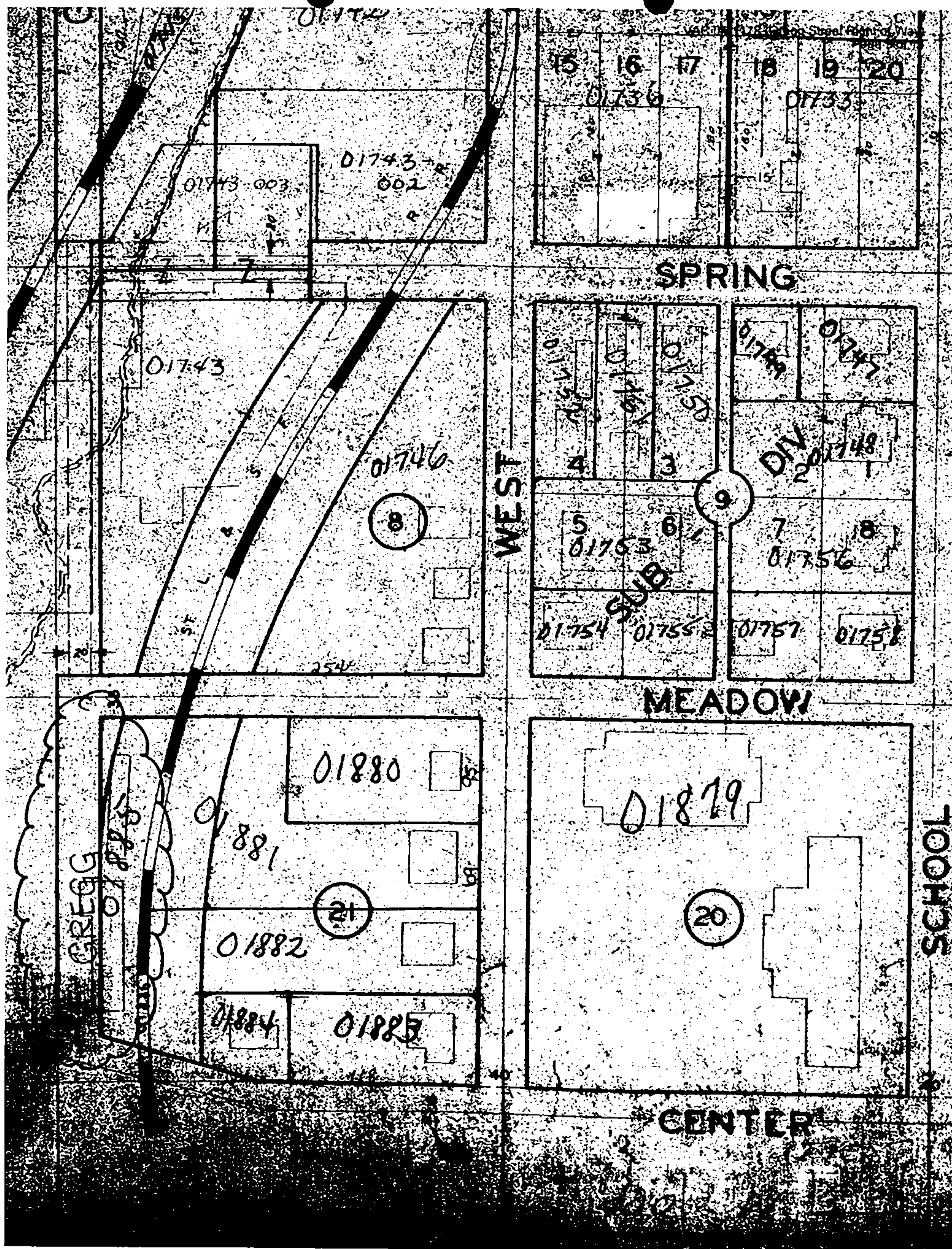
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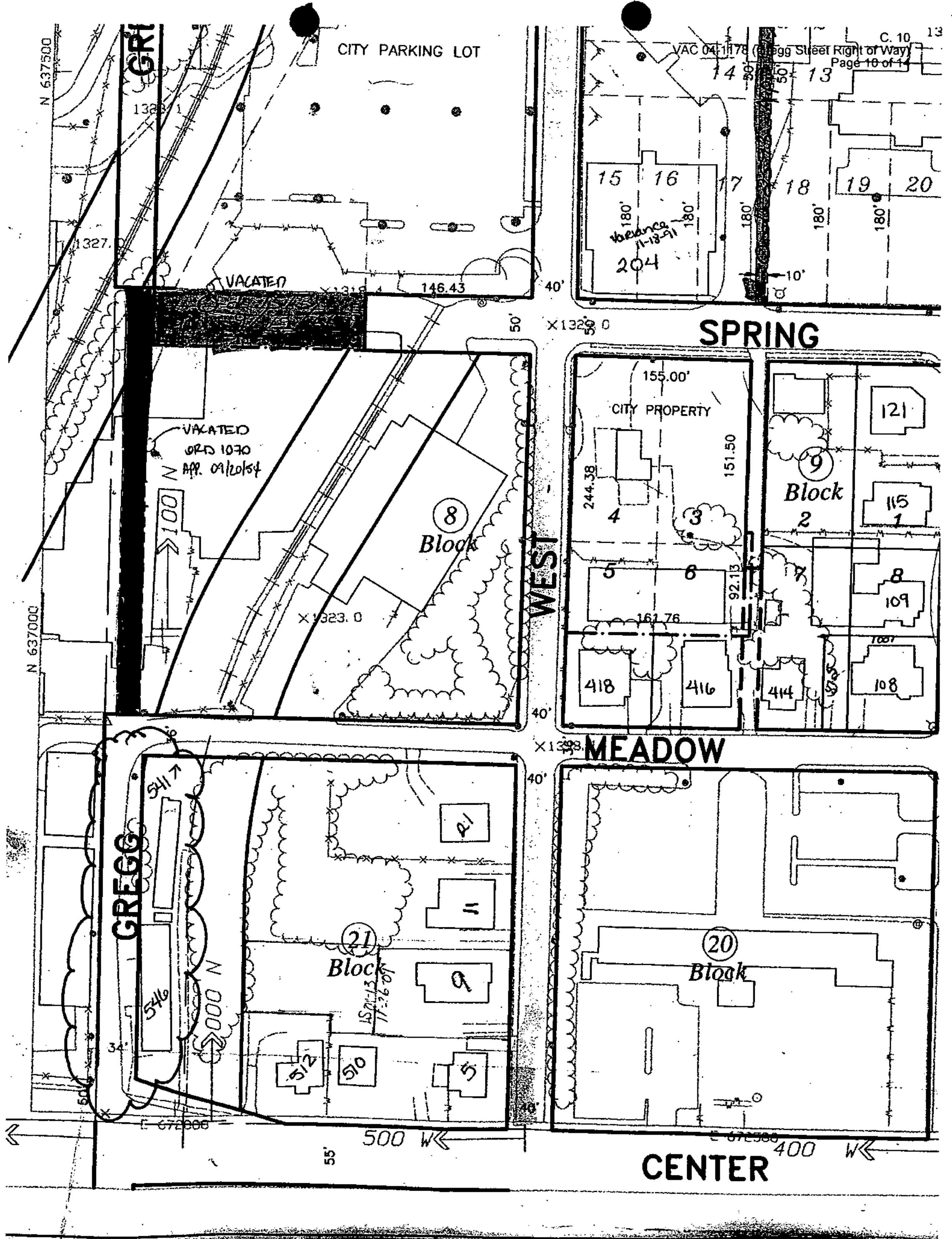
We are requesting that a portion of Gregg Street between Center Street and Meadow Street be vacated and that the remainder of the street be changed to an alley. Gregg Street has always functioned more as an alley than as a street. There is very little traffic that uses the street on a regular basis.

The property that was acquired by Ms. Denele Campbell from the railroad was previously a railroad spur that had not been actively used in many years. The legal description of the railroad property overlapped the Gregg Street Right-of-Way along the east side of the ROW. In fact Ms. Campbell's West property line is as much as 18 feet into the Gregg Street ROW.

The development that is being proposed will require that most of the parking be located under the proposed buildings. In order for this to function it will be necessary to back out of the garage structure on to Gregg Street. In order for this to be legal the Street Row will need to be converted to an alley.

Rivardell P2D.





CITY PARKING LOT

VAC 04-11-78 (Gregg Street Right of Way)
Page 10 of 14

VACATED

VACATED
ORD 1070
APP. 09/20/54

SPRING

WEST

MEADOW

GREGG

Block 20

Block 21

CENTER

500 W

400 W

E 672500

E 672500

55'

X 1329.0

X 1328.0

X 1323.0

Block 8

Block 2

CITY PROPERTY

15 16 17 18 19 20

204

121

115

109

108

418

416

414

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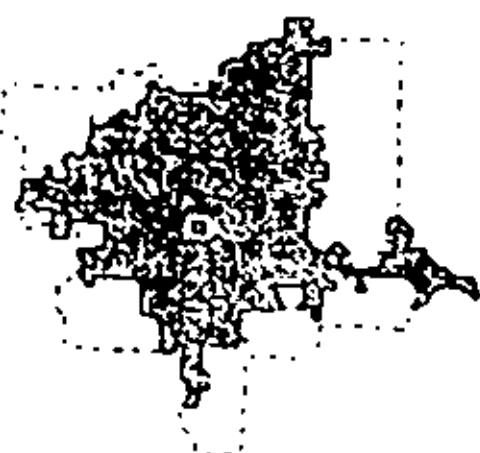
VAC04-1178

Close Up View

RIVENDELL



Overview



Legend

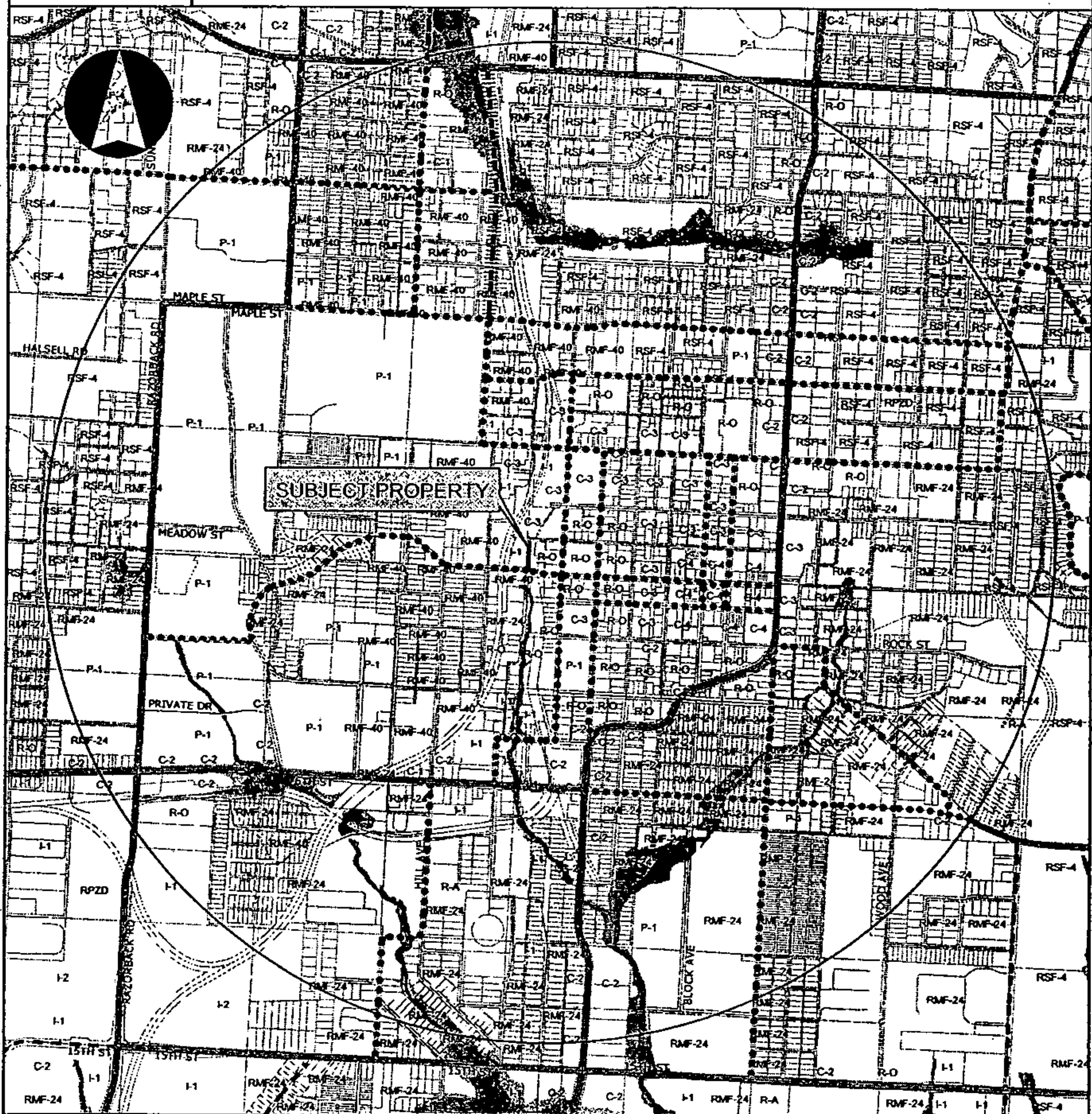
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| <ul style="list-style-type: none"> Overlay District Master Street Plan Master Street Plan Freeway/Expressway | <ul style="list-style-type: none"> Principal Arterial Minor Arterial Collector Historic Collector | <ul style="list-style-type: none"> FLOODWAY 100 YEAR 500 YEAR LIMIT OF STUDY BaseLine Profile VAC04-1178 Fayetteville Outside City |
|--|---|--|

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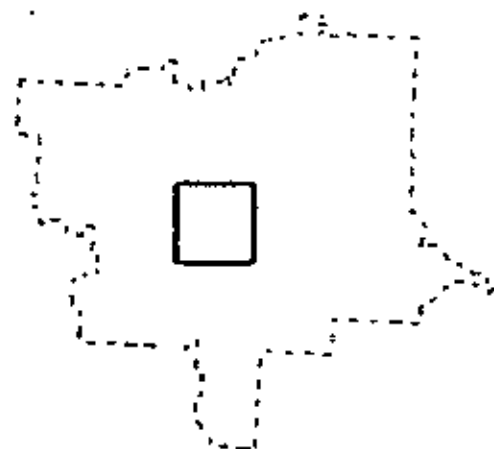
VAC04-1178

One Mile View

RIVENDELL



Overview



Legend

Subject Property

VAC04-1178

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

 x AGENDA REQUEST

For the Fayetteville City Council Meeting of: October 19, 2004

FROM:

<u>Dawn T. Warrick</u>	<u>Planning</u>	<u>CP&E</u>
Name	Division	Department

ACTION REQUIRED: Ordinance approval.

SUMMARY EXPLANATION:

VAC 04-1178 was submitted by Steve Clark on behalf of Denele Campbell for property located north of Center Street and south of Meadow Street. The request is to vacate a portion of the Gregg Street right of way, rededicating this area as a public alley.

STAFF RECOMMENDATION: Approval

Dawn T. Warrick 10/1/04
Division Head Date

[Signature] 10/1/04
City Attorney Date

Received in Mayor's Office 10/4/04
Date PH

Cross Reference:

[Signature] 10-5-04
Department Director Date

[Signature] 10-5-04
Finance & Internal Services Dir. Date

Previous Ord/Res#: _____

[Signature] 10-5-04
Chief Administrative Officer Date

Orig. Contract Date: _____

Orig. Contract Number: _____

[Signature] 10/5/04
Mayor Date

New Item: Yes No

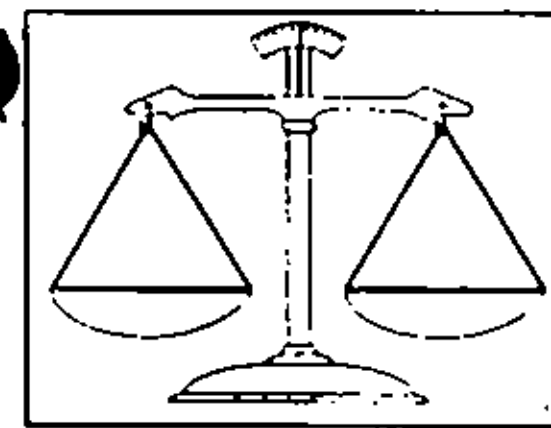
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10/1/04

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

A handwritten signature in black ink, appearing to read 'Kit Williams', written over a horizontal line.

DATE: **October 20, 2004**

RE: **Passed Resolutions and Ordinances from City Council meeting of October 19, 2004**

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. **Walker Parking Consultants/Engineers, Inc. Contract:** Resolution approving contract in amount of \$23,940.00 plus possible expenses of up to \$5,250.00 with Walker Parking Consultants/Engineers, Inc. for engineering services related to rehabilitation and repair of Meadow Street parking deck;
2. **Lake Sequoyah Boat Dock Operation Contract:** Resolution awarding contract to Dixie L. Smith in amount of \$25,000.00 to operate the Lake Sequoyah Boat Dock from November 1, 2004 through December 31, 2005;
3. **Selective Traffic Enforcement Grant:** Resolution accepting 2004-2005 Selective Traffic Enforcement Program (STEP) Grant in amount of \$30,000.00 for purpose of paying overtime to officers engaged in enforcement of DWI/DUI and seatbelt laws and to purchase child safety seats for distribution to the public; and approving budget adjustment recognizing grant revenue;
4. **Habitat for Humanity Fee Waiver:** Resolution permanently waiving building permit fee and other developmental fees for homes to be constructed by Habitat for Humanity;
5. **RZN 04-1166:** Ordinance rezoning property described in rezoning petition RZN 04-1166 as submitted by Raymond Smith on behalf of Sloan Properties for property located east of Broyles Avenue and south of Persimmon Street containing approximately 22.94 acres from R-A Residential Agricultural to RSF-4, Residential Single Family, Four Units Per Acre;

6. **RZN 04-1167:** Ordinance rezoning property described in rezoning petition RZN 04-1167 submitted by Raymond Smith on behalf of Bryan McBride and Sloan Properties for property located west of Ruppel Road, south of Persimmon containing approximately 5.01 acres from R-A, Residential Agriculture to RSF-4, Residential Single Family, Four Units Per Acre;

7. **Farmington Settlement Agreement:** Resolution approving settlement agreement with City of Farmington to resolve all sewer maintenance, repair and rehabilitation issues and to approve budget adjustment of \$350,000.00 from Water and Sewer Fund Reserves;

8. **RZN 04-1188:** Ordinance rezoning property described in rezoning petition RZN 04-1188 as submitted by Gene Housley for property located at 400 W. Appleby Road containing approximately 9.46 acres from R-A Residential Agricultural to C-1, Neighborhood Commercial;

9. **C-PZD 04-1175:** Ordinance establishing Commercial Planned Zoning District titled C-PZD 04-1175, Rivendell located at northeast corner of Center Street and South Gregg Avenue containing approximately 0-67 acres, more or less; amending official zoning map of City of Fayetteville; and adopting Associated Mixed Use Development Plan as approved by the Planning Commission;

10. **ADM 04-1257:** Resolution amending Master Street Plan to reclassify Gregg Avenue from Local Street to an Alley between Center Street and Meadow Street as described in staff report attached hereto and made a part hereof;

11. **VAC 04-1178:** Ordinance approving VAC-1178 to vacate a portion of the right of way for Gregg Street located between Center Street and Meadow Street and reclassifying this subject right of way as an Alley as depicted on the attached map and legal description;

12. **Seven Hills Resolution of Intent:** Resolution expressing City Council's intent that the City enter into negotiations, without delay, with Sage House, inc. and Seven Hills Homeless Shelter Center, Inc. to lease City property located on Huntsville Road to the mutual benefit of both of these transitional housing providers and the City of Fayetteville;

13. **Interlocal Agreement w/Washington County for Jail Services:** Resolution adopting interlocal agreement between City of Fayetteville and Washington County, wherein County will provide jail services to City approving transfer of three FTE jail positions to Records Division upon City Jail closure; and approving transfer of two FTE jail positions to Patrol Division on January 1, 2005.

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 - Conrad Odom
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith



**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
October 19, 2004**

A meeting of the Fayetteville City Council will be held on October 19, 2004 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 Minutes:** Approval of the October 5, 2004 City Council meeting minutes.
2. **Walker Parking Consultants/Engineers, Inc. Contract:** A resolution to approve a contract in the amount of \$23,940.00 plus possible expenses of up to \$5,250.00 with Walker Parking Consultants/Engineers, Inc. for engineering services related to the rehabilitation and repair of the Mountain Street parking deck.
3. **Lake Sequoyah Boat Dock Operation Contract:** A resolution awarding a contract to Dixie L. Smith in the amount of \$25,000.00 to operate the Lake Sequoyah Boat Dock from November 1, 2004 through December 31, 2005.
4. **Selective Traffic Enforcement Grant:** A resolution accepting the 2004-2005 Selective Traffic Enforcement Program (STEP) Grant in the amount of \$30,000.00 for the purpose of paying overtime to officers engaged in DWI/DUI and seatbelt enforcement and to purchase child safety seats for distribution to the public; and approving a budget adjustment recognizing the grant revenue.

*Kit will
change wording
of Ord.*

B. UNFINISHED BUSINESS

1. **RZN 04-1166 (Sloan Properties):** An ordinance rezoning that property described in rezoning petition RZN 04-1166 as submitted by Raymond Smith on behalf of Sloan Properties for property located east of Broyles Avenue and South of Persimmon Street containing approximately 22.94 acres from R-A, Residential Agricultural to RSF-4, Residential Single Family, Four Units Per Acre. *This ordinance was left on the first reading at the October 5, 2004 City Council Meeting.*
2. **RZN 04-1167 (McBryde):** An ordinance rezoning that property described in rezoning petition RZN 04-1167 as submitted by Raymond Smith on behalf of Bryan McBryde and Sloan Properties for property located at the end of Ruppel Road, south of Persimmon containing approximately 5.01 acres from R-A, Residential Agriculture to RSF-4, Residential Single Family, Four Units Per Acre. *This Ordinance was left on the first reading at the October 5, 2004 City Council Meeting.*

C. NEW BUSINESS:

1. **Farmington Settlement Agreement:** A resolution to approve a settlement agreement with the City of Farmington to resolve all sewer maintenance, repair and rehabilitation issues and to approve a budget adjustment of \$350,000.00 from the Water and Sewer Fund Reserves.
2. **Arkansas Blue Cross & USABLE Insurance Benefit Plan Renewal:** A resolution exercising the first of five one-year options to renew employee group policies with Usable Life to provide life, accidental death and dismemberment, and long term disability insurance coverage, and with Blue Cross/Blue Shield for the group medical plan.
3. **RZN 04-1164 (Clevenger Duplexes):** An ordinance rezoning that property described in rezoning petition RZN 04-1164 as submitted by Melissa Curiel for property located south of Wedington Drive and east of 54th Avenue, containing approximately 4.93 acres from R-A, Residential Agricultural to RMF-6, Residential Multi Family, six units per acre subject to a Bill of Assurance limiting the number and type of structures to duplex and single family use.
4. **RZN 04-1188 (Gene Housley):** An ordinance rezoning that property described in rezoning petition RZN 04-1188 as submitted by Gene Housley for property located at 400 West Appleby Road containing approximately 9.46 acres from R-A Residential Agricultural to C-1, Neighborhood Commercial.
5. **RZN 04-1189 (Jackson/Humphries):** An ordinance rezoning that property described in rezoning petition RZN 04-1189 as submitted by Nick Wilson for property located at the northwest corner of South School Avenue and Sunrise Mountain Road containing approximately 7.91 acres from R-A Residential Agricultural and C-2, Thoroughfare Commercial to I-1 Heavy Commercial, Light Industrial.

Get A
Minute from
Dawn

~~Set Plan
#1-6~~

received

Passout maps

6. **R-PZD 04-1181 (Walnut Crossing):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 04-1181, Walnut Crossing located north of Highway 62, east of Layne Street containing 43.30 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.
7. **C-PZD 04-1175 (Center Street & Gregg Street):** An ordinance establishing a Commercial Planned Zoning District titled C-PZD 04-1175, Rivendell located at the northeast corner of Center Street and South Gregg Avenue containing approximately 0.67 acres, more or less; amending the official zoning map of the City of Fayetteville; and adopting the Associated Mixed Use Development Plan as approved by the Planning Commission.
8. **ADM 04-1257 (Gregg Avenue Reclassification):** A resolution amending the Master Street Plan to reclassify Gregg Avenue from a Local Street to an Alley between Center Street and Meadow Street as described in the staff report attached hereto and made a part hereof.
9. **ADM 04-1258 (Wilson Street/Walnut Crossing):** A resolution amending the Master Street Plan to relocate Wilson Street, a proposed Collector Street, approximately 600 feet north as apart of R-PZD 1181, Walnut Crossing, as described in the staff report attached hereto and made a part hereof.
10. **VAC 04-1178 (Gregg Street Right of Way):** An ordinance approving VAC-1178 to vacate a portion of the right of way for Gregg Street located between Center Street and Meadow Street and reclassifying this subject right of way as an Alley as depicted on the attached map and legal description.

D. INFORMATIONAL:

Council Tour: October 18, 2004 - 4:30 pm.

✓ Consent add Habitat for Humanity - BT
✓ NB add Sage House - BT
✓ NB add Jail Closing - FJ

Check on
Res. w/kit

Scan Tent. Agenda & Save
& Delete Word Doc.

Check Marging

Mayor Dan Cooxly

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 - Conrad Odom
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
October 19, 2004**

A meeting of the Fayetteville City Council will be held on October 19, 2004 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 Minutes:** Approval of the October 5, 2004 City Council meeting minutes.
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Selective Traffic Enforcement Grant: A resolution accepting the 2004-2005 Selective Traffic Enforcement Program (STEP) Grant in the amount of \$30,000.00 for the purpose of paying overtime to officers engaged in DWI/DUI and seatbelt enforcement and to purchase child safety seats for distribution to the public; and approving a budget adjustment recognizing the grant revenue.

New Resolution
from Kit

B. UNFINISHED BUSINESS

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Planning
Commission
Minutes

Place information

6. **R-PZD 04-1181 (Walnut Crossing):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 04-1181, Walnut Crossing located north of Highway 62, east of Layne Street containing 43.30 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.

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Move to #7

9. **ADM 04-1258 (Wilson Street/Walnut Crossing):** A resolution amending the Master Street Plan to relocate Wilson Street, a proposed Collector Street, approximately 600 feet north as apart of R-PZD 1181, Walnut Crossing, as described in the staff report attached hereto and made a part hereof.

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D. INFORMATIONAL:

Council Tour: October 18, 2004 – 4:30 pm.

Add to : - Consent: ✓ Habitat Resolution

New Business: #11 ✓ SAGE House Resolution. (New Resolution from Kit.)

#12 Jail Closing.