Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

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

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
August 1, 2006

A meeting of the Fayetteville City Council will be held on August 1, 2006 at 6:00 PM 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 July 18, 2006 City Council Meeting Minutes.**

   APPROVED.

2. **Arkansas Outdoor Grant Program:** A resolution authorizing the Mayor to apply for an Arkansas Parks and Tourism Outdoor Recreation Grant in an amount not to exceed $125,000.00 for improvements to Sweetbriar Park, Bryce Davis Park and Gulley Park.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 127-06.

3. **Finger Park Playground Contract:** A resolution awarding RFP 06-14 and approving a contract with ARKOMA Playgrounds in the amount of $139,996.94 for the purchase and installation of an ADA accessible playground at Finger Park; and approving a seven percent (7%) contingency in the amount of $9,843.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 128-06.

4. **ADM 06-2178 Growth Group EJ Ball Renovation:** A resolution for ADM 06-2178 approving encroachments into the City's right-of-way for the purpose of constructing entrance and dining canopies on the south and west sides of 112 West Center Street, as described and depicted in the attached exhibit.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 129-06.

5. **Don Spann Architects Fire Station #3 Design:** A resolution approving a contract with Don Spann Architects in an amount not to exceed $105,300.00 for design and oversight of the replacement of Fire Station #3.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 130-06.

6. **Arkansas Forestry Grant:** A resolution authorizing the Fayetteville Fire Department to apply for and accept an Arkansas Forestry Commission Grant in the amount of $2,500.00 for the Fayetteville Firewise Mailout; and approving a budget adjustment recognizing the grant revenues.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 131-06.

B. UNFINISHED BUSINESS:

1. **ANX 06-2125 Dunnerstock/Foster:** An ordinance annexing that property described in annexation petition ANX 06-2125 (CC-2006-5), for property located at the north end of 59th Avenue, off Wedington Drive, containing approximately 60.20 acres. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4902.

2. **RZN 06-2126 Dunnerstock/Foster:** An ordinance rezoning that property described in rezoning petition RZN 06-2126, for approximately 60.20 acres, located north of Wedington Drive, at the end of 59th, from R-A, Residential Agricultural to RSF-4, Residential Single-Family, 4 units per acre. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4903.

C. NEW BUSINESS:

1. **Improvement District No. 17 – The Villas at Stonebridge:** An ordinance to establish and lay off Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4904.

2. **Allcom Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a month–to–month billing arrangement with Allcom Communications in an annual amount not to exceed $30,000.00 to provide paging services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4905.

3. **Alltel Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from Alltel in an annual amount not to exceed $50,000.00 to provide cellular phone services for a period of 24 months.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4906.

4. **RZN 06-2140 (Washington Regional Medical Center):** An ordinance rezoning that property described in Rezoning Petition RZN 06-2140, for approximately 61.5 acres, located east of Gregg Avenue, north of Appleby Road from R-O, Residential Office, and C-1, Neighborhood Commercial, to P-1, Institutional.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4907.

5. **VAC 06-2139 (Washington Regional Medical Center):** An ordinance approving VAC 06-2139 submitted by Washington Regional Medical Center for property located north of Appleby Road and west of Northhills Boulevard, vacating all utility easements reflected on easement plats filed for record on April 10, 2000 (Book 16, Page 72), November 29, 2001 (Book 17, Page 96) and June 03, 2003 (Book 23A, Page 47) and vacating a portion of Northhills Boulevard right-of-way as described on Exhibit "A".

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4908.

6. **VAC 06-2138 (Corral):** An ordinance approving VAC 06-2138 submitted by Alan Reid for property located at 1182 Summersby, vacating a 39 square foot portion of the utility easement located within the subject property.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4909.

7. **RZN 06-2088 Tri City Investments Appeal:** An appeal of the Planning Commission's decision to deny a rezoning request from RSF-4 to C-1 on approximately 2.78 acres of property located northwest of Huntsville Road (Hwy 16) and Stonebridge Road.

THIS ITEM WAS TABLED INDEFINITELY AT AUGUST 1, 2006 CITY COUNCIL MEETING.

8. **Annexation of Territory – CC-2006-17:** A resolution to accept the territory described by the County Court's Order No. CC-2006-17 annexing the territory into the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 132-06.

9. **Hoskins/City of Fayetteville Trade and Purchase of Land:** A resolution to approve a trade and purchase of land, a budget adjustment of $105,500.00 and the banking of 2.64 acres for future parkland dedication requirements.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 133-06.

D. INFORMATIONAL:
City Council Tour: July 31, 2006 - 4:30 PM

Meeting adjourned at 7:07 p.m.

City Council Meeting August 1, 2006

Compensation Committee Meeting Aug. 24, 2006 Info. to the Council.

Meeting Dates: Meeting August 29 Meeting August 15 4:00

Subject:		Roll			
Motion To:					Adjourn
Motion By:					7:05 PM.
Seconded:					
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Rhoads	absent			
	Ferrell	✓			
	Lucas	✓			
	Mayor Coody	✓			

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

passed Res. 127-06 to 131-06

7-0

City Council Meeting August 1, 2006

Subject:		ANX 06-2125 Dunnerstock / Foster			
Motion To:		3rd read	Pass		
Motion By:		Jordan			
Seconded:		Lucas			
B.1 Unfinished	Jordan	✓	✓		
	Reynolds	✓	✓		
	Thiel	✓	✓		
	Cook	✓	N		
	Marr	✓	✓		
passed	Rhoads	absent	absent		
	Ferrell	✓	✓		
4902	Lucas	✓	✓		
	Mayor Coody				
		7-0	6-1		

Subject:		RZN 06-2126 Dunnerstock / Foster			
Motion To:		3rd read	Pass		
Motion By:		Jordan			
Seconded:		Lucas			
B.2 Unfinished	Jordan	✓	✓		
	Reynolds	✓	✓		
	Thiel	✓	✓		
	Cook	✓	N		
passed	Marr	✓	✓		
	Rhoads	absent	absent		
4903	Ferrell	✓	✓		
	Lucas	✓	✓		
	Mayor Coody				
		7-0	6-1		

City Council Meeting August 1, 2006

Subject:		Improvement District #17 - The Villas at Stonebridge			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Marr	Marr		
Seconded:		Ferrell	Ferrell		
C.1 New Business passed 4904	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
	Rhoads	absent	absent	absent	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Mayor Coody				
		7-0	7-0	7-0	

Subject:		All com Communications			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:			Marr		
C.2. New Business passed 4905	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
	Rhoads	absent	absent	absent	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Mayor Coody				
		7-0	7-0	7-0	

City Council Meeting August 1, 2006

Subject:		Alltel Communications			
Motion To:		Amend to new Ordinance	2nd read	3rd read	
Motion By:		Ferrell	Jordan	Jordan	
Seconded:		Jordan	Ferrell	Ferrell	
C.3. New Business	Jordan	✓	✓	✓	✓
	Reynolds	✓	✓	✓	✓
	Thiel	✓	✓	✓	✓
	Cook	✓	✓	✓	✓
	Marr	✓	✓	✓	✓
Passed	Rhoads	absent	absent	absent	absent
	Ferrell	✓	✓	✓	✓
	Lucas	✓	✓	✓	✓
4906	Mayor Coody				
		7-0	7-0	7-0	7-0

Subject:		RZN 06-2140 Washington-Regional			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Lucas	Jordan		
C.4. New Business	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
passed	Rhoads	absent	absent	absent	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
4907	Mayor Coody				
		7-0	7-0	7-0	

City Council Meeting August 1, 2006

Subject:		VAC 06-2139 Washington Regional			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Jordan	Lucas		
C.5. New Business	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
passed	Rhoads	Absent	absent	absent	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
4908	Mayor Coody				
		7-0	7-0	7-0	

Subject:		VAC 06-2138 Corral			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Reynolds	Jordan		
Seconded:		Jordan	Reynolds		
C.6. New Business	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
passed	Rhoads	absent	absent	absent	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
4909	Mayor Coody				
		7-0	7-0	7-0	

City Council Meeting August 1, 2006

Subject:		RZN 06-2088 Tri City Investments			
Motion To:		Table Indef.			Appeal
Motion By:		Reynolds			
Seconded:		Thiel			
C.7. New Business Tabled Indef.	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Rhoads	Absent			
	Ferrell	✓			
	Lucas	✓			
	Mayor Coody				

7-0

Subject:		Annexation - CC-2006-17			
Motion To:					
Motion By:					
Seconded:					
C.8. New Business Passed Res. 132-06	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	N			
	Marr	✓			
	Rhoads	Absent			
	Ferrell	✓			
	Lucas	✓			
	Mayor Coody				

6-1

City Council Meeting August 1, 2006

Subject:		Hoskins / City of Fayetteville Trade &			
Motion To:		Support Original proposal			Purchase of Land
Motion By:		Cook			
Seconded:		Marr			
C.9. New Business passed Res. 133-06	Jordan	✓			
	Reynolds	N			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Rhoads	absent			
	Ferrell	N			
	Lucas	✓			
	Mayor Coody				

5-2

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

Agenda Session 7/25/06

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 1, 2006

A meeting of the Fayetteville City Council will be held on August 1, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

Presentation on the 2005 CAFR given by Adam Motherwell, Audit Committee Chairman– Agenda Session Only

A. CONSENT:

1. **Approval of the July 17, 2006 Special City Council Meeting Minutes and the July 18, 2006 City Council Meeting Minutes.**

2. **Arkansas Outdoor Grant Program:** A resolution authorizing the Mayor to apply for an Arkansas Parks and Tourism Outdoor Recreation Grant in an amount not to exceed $125,000.00 for improvements to Sweetbriar Park, Bryce Davis Park and Gulley Park.

3. **Finger Park Playground Contract:** A resolution awarding RFP 06-14 and approving a contract with ARKOMA Playgrounds in the amount of $139,996.94 for the purchase and installation of an ADA accessible playground at Finger Park; and approving a seven percent (7%) contingency in the amount of $9,843.00.

4. **ADM 06-2178 Growth Group EJ Ball Renovation:** A resolution for ADM 06-2178 approving encroachments into the City's right-of-way for the purpose of constructing entrance and dining canopies on the south and west sides of 112 West Center Street, as described and depicted in the attached exhibit.

5. **Don Spann Architects Fire Station #3 Design:** A resolution approving a contract with Don Spann Architects in an amount not to exceed $105,300.00 for design and oversight of the replacement of Fire Station #3.

B. UNFINISHED BUSINESS:

1. **ANX 06-2125 Dunnerstock/Foster:** An ordinance annexing that property described in annexation petition ANX 06-2125 (CC2006-5), for property located at the north end of 59th Avenue, off Wedington Drive, containing approximately 60.20 acres. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

2. **RZN 06-2126 Dunnerstock/Foster:** An ordinance rezoning that property described in rezoning petition RZN 06-2126, from approximately 60.20 acres, located north of Wedington Drive, at the end of 59th, for R-A, Residential Agricultural to RSF-4, Residential Single-Family, 4 units per acre. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

C. NEW BUSINESS:

1. **Improvement District No. 17 – The Villas at Stonebridge:** An ordinance to establish and lay off Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge.

2. **Allcom Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a month–to–month billing arrangement with Allcom Communications in the amount of $26,075.00 to provide paging services.

New Resolution from Kit.

3. **Alltel Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from Alltel in the amount of $36,043.00 to provide cellular phone services for a period of 24 months.

4. **RZN 06-2140 (Washington Regional Medical Center):** An ordinance rezoning that property described in Rezoning Petition RZN 06-2140, for approximately 61.5 acres, located east of Gregg Avenue, north of Appleby Road from R-O, Residential Office, and C-1, Neighborhood Commercial, to P-1, Institutional.

5. **VAC 06-2139 (Washington Regional Medical Center):** An ordinance approving VAC 06-2139 submitted by Washington Regional Medical Center for property located north of Appleby Road and west of Northhills Boulevard, vacating all utility easements reflected on easement plats filed for record on April 10, 2000 (Book 16, Page 72), November 29, 2001 (Book 17, Page 96) and June 03, 2003 (Book 23A, Page 47) and vacating a portion of Northhills Boulevard right-of-way as described on Exhibit "A".

6. **VAC 06-2138 (Corral):** An ordinance approving VAC 06-2138 submitted by Alan Reid for property located at 1182 Summersby, vacating a 39 square foot portion of the utility easement located within the subject property.

7. **RZN 06-2088 Tri City Investments Appeal:** An appeal of the Planning Commission's decision to deny a rezoning request from RSF-4 to C-1 on approximately 2.78 acres of property located northwest of Huntsville Road (Hwy 16) and Stonebridge Road.

D. INFORMATIONAL:

City Council Tour: July 31, 2006 - 4:30 PM

NB #9

ADD: Trade & Purchase of Land for Parkland.

Kit will not have in time for final Need Map - Get with Kit

NB #8

Annexation of Territory - CC 2006-17

consent

Arkansas Forestry Grant

New Finance Director

Paul Becker starts Monday.

Council Tour:

~~Hosting City of Fayetteville~~

Tri City Appeal

From: Vicki Deaton
To: Wood, Amber
Date: 7/13/06 9:59AM
Subject: agenda item

Amber,
This is to confirm for the July 25 City Council agenda session:

Presentation of 2005 CAFR given by Adam Motherwell, Audit Committee Chairman (information item only).

Thanks.
Vicki

Pre-Agenda Mtg.
7/19/06

Sondra

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 1, 2006

A meeting of the Fayetteville City Council will be held on August 1, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

Presentation on the 2005 CAFR given by Adam Motherwell, Audit Committee Chairman– Agenda Session Only

A. CONSENT:

1. **Approval of the July 17, 2006 Special City Council Meeting Minutes and the July 18, 2006 City Council Meeting Minutes.**

2. **Arkansas Outdoor Grant Program:** A resolution authorizing the Mayor to apply for an Arkansas Parks and Tourism Outdoor Recreation Grant in an amount not to exceed $125,000.00 for improvements to Sweetbriar Park, Bryce Davis Park and Gulley Park.

3. **Finger Park Playground Contract:** A resolution awarding RFP 06-14 and approving a contract with ARKOMA Playgrounds in the amount of $139,996.94 for the purchase and installation of an ADA accessible playground at Finger Park; and approving a seven percent (7%) contingency in the amount of $9,843.00.

4. **Growth Group EJ Ball Renovation:** A resolution for ADM 06-2178 approving encroachments into the City's right-of-way for the purpose of constructing entrance and dining canopies on the south and west sides of 112 West Center Street, as described and depicted in the attached exhibit.

remove

5. **Digital Motorcycle Video Systems:** A resolution awarding Bid #06-47 and approving the purchase of three (3) digital motorcycle recording systems from Mobilevision Inc. in the amount of $43,117.36.

remove

6. **New World Systems for APS Ticketing and Citations Contract:** A resolution approving the purchase of ten (10) handheld electronic ticketing devices and associated software from New World Systems Corp. in the amount of $107,274.00; and approving Budget Adjustments in the amounts of $99,377.00 and $56,000.00.

7. **Don Spann Architects Fire Station #3 Design:** A resolution approving a contract with Don Spann Architects in an amount not to exceed $105,300.00 for design and oversight of the replacement of Fire Station #3.

B. UNFINISHED BUSINESS:

1. **ANX 06-2125 Dunnerstock/Foster:** An ordinance annexing that property described in annexation petition ANX 06-2125 (CC2006-5), for property located at the north end of 59th Avenue, off Wedington Drive, containing approximately 60.20 acres. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

2. **RZN 06-2126 Dunnerstock/Foster:** An ordinance rezoning that property described in rezoning petition RZN 06-2126, from approximately 60.20 acres, located north of Wedington Drive, at the end of 59th, for R-A, Residential Agricultural to RSF-4, Residential Single-Family, 4 units per acre. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

C. NEW BUSINESS:

Get from Kit

1. **Improvement District No. 17 – The Villas at Stonebridge:** An ordinance to establish and lay off Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge.

2. **Allcom Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a month–to–month billing arrangement with Allcom Communications in the amount of $26,075.00 to provide paging services.

3. **Alltel Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from Alltel in the amount of $36,043.00 to provide cellular phone services for a period of 24 months.

4. **RZN 06-2140 (Washington Regional Medical Center):** An ordinance rezoning that property described in Rezoning Petition RZN 06-2140, for approximately 61.5 acres, located east of Gregg Avenue, north of Appleby Road from R-O, Residential Office, and C-1, Neighborhood Commercial, to P-1, Institutional.

5. **VAC 06-2139 (Washington Regional Medical Center):** An ordinance approving VAC 06-2139 submitted by Washington Regional Medical Center for property located north of Appleby Road and west of Northhills Boulevard, vacating all utility easements reflected on easement plats filed for record on April 10, 2000 (Book 16, Page 72), November 29, 2001 (Book 17, Page 96) and June 03, 2003 (Book 23A, Page 47) and vacating a portion of Northhills Boulevard right-of-way as described on Exhibit "A".

6. **VAC 06-2138 (Corral):** An ordinance approving VAC 06-2138 submitted by Alan Reid for property located at 1182 Summersby, vacating a 39 square foot portion of the utility easement located within the subject property.

7. **RZN 06-2088 Tri City Investments Appeal:** An appeal of the Planning Commission's decision to deny a rezoning request from RSF-4 to C-1 on approximately 2.78 acres of property located northwest of Huntsville Road (Hwy 16) and Stonebridge Road.

D. INFORMATIONAL:

City Council Tour: July 31, 2006 - 4:30 PM

Pre Agenda Meeting 7/19/06

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 1, 2006

A meeting of the Fayetteville City Council will be held on August 1, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

Presentation on the 2005 CAFR given by Adam Motherwell, Audit Committee Chairman– Agenda Session Only

A. CONSENT:

1. **Approval of the July 17, 2006 Special City Council Meeting Minutes and the July 18, 2006 City Council Meeting Minutes.**

2. **Arkansas Outdoor Grant Program:** A resolution authorizing the Mayor to apply for an Arkansas Parks and Tourism Outdoor Recreation Grant in an amount not to exceed $125,000.00 for improvements to Sweetbriar Park, Bryce Davis Park and Gulley Park.

3. **Finger Park Playground Contract:** A resolution awarding RFP 06-14 and approving a contract with ARKOMA Playgrounds in the amount of $139,996.94 for the purchase and installation of an ADA accessible playground at Finger Park; and approving a seven percent (7%) contingency in the amount of $9,843.00.

4. **Growth Group EJ Ball Renovation:** A resolution for ADM 06-2178 approving encroachments into the City's right-of-way for the purpose of constructing entrance and dining canopies on the south and west sides of 112 West Center Street, as described and depicted in the attached exhibit.

Take off per Mayor (Mayor has the agenda item.) 7/19/06

5. **Digital Motorcycle Video Systems:** A resolution awarding Bid #06-47 and approving the purchase of three (3) digital motorcycle recording systems from Mobilevision Inc. in the amount of $43,117.36.

Take off per Mayor

6. **New World Systems for APS Ticketing and Citations Contract:** A resolution approving the purchase of ten (10) handheld electronic ticketing devices and associated software from New World Systems Corp. in the amount of $107,274.00; and approving Budget Adjustments in the amounts of $99,377.00 and $56,000.00.

7. **Don Spann Architects Fire Station #3 Design:** A resolution approving a contract with Don Spann Architects in an amount not to exceed $105,300.00 for design and oversight of the replacement of Fire Station #3.

B. UNFINISHED BUSINESS:

1. **ANX 06-2125 Dunnerstock/Foster:** An ordinance annexing that property described in annexation petition ANX 06-2125 (CC2006-5), for property located at the north end of 59th Avenue, off Wedington Drive, containing approximately 60.20 acres. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

2. **RZN 06-2126 Dunnerstock/Foster:** An ordinance rezoning that property described in rezoning petition RZN 06-2126, from approximately 60.20 acres, located north of Wedington Drive, at the end of 59th, for R-A, Residential Agricultural to RSF-4, Residential Single-Family, 4 units per acre. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

C. NEW BUSINESS:

1. **Improvement District No. 17 – The Villas at Stonebridge:** An ordinance to establish and lay off Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge.

2. **Allcom Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a month–to–month billing arrangement with Allcom Communications in the amount of $26,075.00 to provide paging services.

3. **Alltel Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from Alltel in the amount of $36,043.00 to provide cellular phone services for a period of 24 months.

4. **RZN 06-2140 (Washington Regional Medical Center):** An ordinance rezoning that property described in Rezoning Petition RZN 06-2140, for approximately 61.5 acres, located east of Gregg Avenue, north of Appleby Road from R-O, Residential Office, and C-1, Neighborhood Commercial, to P-1, Institutional.

5. **VAC 06-2139 (Washington Regional Medical Center):** An ordinance approving VAC 06-2139 submitted by Washington Regional Medical Center for property located north of Appleby Road and west of Northhills Boulevard, vacating all utility easements reflected on easement plats filed for record on April 10, 2000 (Book 16, Page 72), November 29, 2001 (Book 17, Page 96) and June 03, 2003 (Book 23A, Page 47) and vacating a portion of Northhills Boulevard right-of-way as described on Exhibit "A".

6. **VAC 06-2138 (Corral):** An ordinance approving VAC 06-2138 submitted by Alan Reid for property located at 1182 Summersby, vacating a 39 square foot portion of the utility easement located within the subject property.

7. **RZN 06-2088 Tri City Investments Appeal:** An appeal of the Planning Commission's decision to deny a rezoning request from RSF-4 to C-1 on approximately 2.78 acres of property located northwest of Huntsville Road (Hwy 16) and Stonebridge Road.

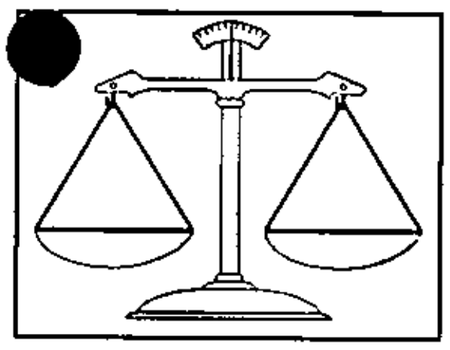
D. INFORMATIONAL:

City Council Tour: July 31, 2006 - 4:30 PM

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **August 2, 2006**

RE: **Passed Ordinances and Resolutions from City Council meeting of August 2, 2006**

1. **Arkansas Outdoor Grant Program:** Resolution authorizing Mayor to apply for an Arkansas Parks and Tourism Outdoor Recreation Grant in amount not to exceed $125,000.00 for improvements to Sweetbriar Park, Bryce Davis Park and Gulley Park;

2. **Finger Park Playground Contract:** Resolution awarding RFP 06-14 and approving contract w/ARKOMA Playgrounds in amount of $139,996.94 for purchase and installation of ADA accessible playground at Finger Park and approving 7% contingency in amount of $9,843.00;

3. **ADM 06-2178 – E.J. Ball Renovation:** Resolution for ADM 06-2178 approving encroachments into City's right-of-way for purpose of constructing entrance and dining canopies on south and west sides of 112 W. Center Street, as described and depicted in attached exhibit;

4. **Don Spann Architects – Fire Station #3 Design:** Resolution approving contract w/Don Spann Architects in amount not to exceed $105,300.00 for design and oversight of replacement of Fire Station #3;

5. **Arkansas Forestry Grant:** Resolution authorizing Fayetteville Fire Department to apply for and accept Arkansas Forestry Commission Grant in amount of $2,500.00 for Fayetteville Firewise Mail-out and approving budget adjustment recognizing grant revenues;

6. **ANX 06-2125:** Ordinance annexing property described in ANX 06-2125 (CC-2006-5), for property located at north end of 59th Avenue, off Wedington Drive, containing approximately 60.20 acres;

7. **RZN 06-2126:** Ordinance rezoning property described in RZN 06-2126, for approximately 60.20 acres, located north of Wedington Drive, at end of 59th , from R-A, Residential Agricultural to RSF-4, Residential Single-Family, 4 units per acre;

8. **Improvement District No. 17 – The Villas at Stonebridge:** Ordinance establishing and laying off Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge;

9. **Allcom Communications:** Ordinance waiving formal competitive bidding and approving month-to-month billing arrangement w/Allcom Communications in annual amount not to exceed $30,000.00 to provide paging services;

10. **Alltel Communications:** Ordinance waiving formal competitive bidding and approving proposal from Alltel in amount not to exceed $86,043.00 to provide cellular phone services for a period of 24 months;

11. **RZN 06-2140:** Ordinance rezoning property described in RZN 06-2140, for approximately 61.5 acres, located east of Gregg Avenue, north of Appleby Road from R-O, Residential Office, and C-1, Neighborhood Commercial, to P-1, Institutional;

12. **VAC 06-2139:** Ordinance approving VAC 06-2139 submitted by WRMC for property located north of Appleby Road and west of North Hills Boulevard, vacating all utility easements reflected on easement plats filed for record on April 10, 2000 (Book 16, Page 72), November 29, 2001 (Book 17, Page 96) and June 3, 2003 (Book 23A, Page 47) and vacating a portion of North Hills Boulevard right-of-way as described on Exhibit "A";

13. **VAC 06-2138:** Ordinance approving VAC 06-2138 submitted by Alan Reid for property located at 1182 Summersby, vacating 39 square foot portion of utility easement located within subject property;

14. **Annexation of Territory – CC-2006-17:** Resolution accepting territory described by County Court's Order No. CC-2006-17 annexing territory into City of Fayetteville;

15. **Hoskins/City of Fayetteville Land Deal:** Resolution approving trade and purchase of land, a budget adjustment of $105,500.00 and banking of 2.64 acres for future parkland dedication requirements.

Arkansas Democrat Gazette
NORTHWEST ARKANSAS EDITION
Northwest Arkansas Times
Benton County Daily Record
P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6415

AFFIDAVIT OF PUBLICATION

I, Elizabeth Wax, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of:

Final Agenda

Was inserted in the Regular Editions:

July 31, 2006

Publication Charge: $222.29

RECEIVED
AUG 02 2006
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Subscribed and sworn to before me
This 31 day of July, 2006.

Notary Public Sharlene D. Williams

My Commission Expires:

Sharlene D. Williams
Notary Public
State of Arkansas
My Commission Expires
October 18, 2014

FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
AUGUST 1, 2006

Fayetteville
ARKANSAS

A meeting of the Fayetteville City Council will be held on August 1, 2006 at 6:00 PM 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 July 18, 2006 City Council Meeting Minutes.

2. Arkansas Outdoor Grant Program: A resolution authorizing the Mayor to apply for an Arkansas Parks and Tourism Outdoor Recreation Grant in an amount not to exceed $125,000.00 for improvements to Sweetbriar Park, Bryce Davis Park and Gulley Park.

3. Finger Park Playground Contract: A resolution awarding RFP 06-14 and approving a contract with ARKOMA Playgrounds in the amount of $139,996.94 for the purchase and installation of an ADA accessible playground at Finger Park; and approving a seven percent (7%) contingency in the amount of $9,843.00.

4. ADM 06-2178 Growth Group EJ Ball Renovation: A resolution for ADM 06-2178 approving encroachments into the City's right-of-way for the purpose of constructing entrance and dining canopies on the south and west sides of 112 West Center Street, as described and depicted in the attached exhibit.

5. Don Spann Architects Fire Station #3 Design: A resolution approving a contract with Don Spann Architects in an amount not to exceed $105,300.00 for design and oversight of the replacement of Fire Station #3.

6. Arkansas Forestry Grant: A resolution authorizing the Fayetteville Fire Department to apply for and accept an Arkansas Forestry Commission Grant in the amount of $2,500.00 for the Fayetteville Firewise Mailout; and approving a budget adjustment recognizing the grant revenues.

B. UNFINISHED BUSINESS:

1. ANX 06-2125 Dunnerstock/Foster: An ordinance annexing that property described in annexation petition ANX 06-2125 (CC-2006-5), for property located at the north end of 59th Avenue, off Wedington Drive, containing approximately 60.20 acres. This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.

2. RZN 06-2126 Dunnerstock/Foster: An ordinance rezoning that property described in rezoning petition RZN 06-2126, for approximately 60.20 acres, located north of Wedington Drive, at the end of 59th, from R-A, Residential Agricultural to RSF-4, Residential Single-Family, 4 units per acre. This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.

C. NEW BUSINESS:

1. Improvement District No. 17 – The Villas at Stonebridge: An ordinance to establish and lay off Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge.

2. Allcom Communications: An ordinance waiving the requirements of formal competitive bidding and approving a month-to-month billing arrangement with Allcom Communications in an annual amount not to exceed $30,000.00 to provide paging services.

3. Alltel Communications: An ordinance waiving the requirements of formal competitive bidding and approving a proposal from Alltel in an annual amount not to exceed $50,000.00 to provide cellular phone services for a period of 24 months.

4. RZN 06-2140 (Washington Regional Medical Center): An ordinance rezoning that property described in Rezoning Petition RZN 06-2140, for approximately 61.5 acres, located east of Gregg Avenue, north of Appleby Road from R-O, Residential Office, and C-1, Neighborhood Commercial, to P-1, Institutional.

5. VAC 06-2139 (Washington Regional Medical Center): An ordinance approving VAC 06-2139 submitted by Washington Regional Medical Center for property located north of Appleby Road and west of Northhills Boulevard, vacating all utility easements reflected on easement plats filed for record on April 10, 2000 (Book 16, Page 72), November 29, 2001 (Book 17, Page 96) and June 03, 2003 (Book 23A, Page 47) and vacating a portion of Northhills Boulevard right-of-way as described on Exhibit "A".

6. VAC 06-2138 (Corral): An ordinance approving VAC 06-2138 submitted by Alan Reid for property located at 1182 Summersby, vacating a 39 square foot portion of the utility easement located within the subject property.

7. RZN 06-2088 Tri City Investments Appeal: An appeal of the Planning Commission's decision to deny a rezoning request from RSF-4 to C-1 on approximately 2.78 acres of property located northwest of Huntsville Road (Hwy 16) and Stonebridge Road.

8. Annexation of Territory – CC-2006-17: A resolution to accept the territory described by the County Court's Order No. CC-2006-17 annexing the territory into the City of Fayetteville.

9. Hoskins/City of Fayetteville Trade and Purchase of Land: A resolution to approve a trade and purchase of land, a budget adjustment of $105,500.00 and the banking of 2.64 acres for future parkland dedication requirements.

D. INFORMATIONAL:

City Council Tour: July 31, 2006 - 4:30 PM

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

City of Fayetteville Arkansas
City Council
Meeting Minutes
July 18, 2006

A meeting of the Fayetteville City Council was held on July 18, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Coody called the meeting to order.

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

Pledge of Allegiance

Mayor Coody: We have a visitor here today, Brian Lucas who is working on his Boy Scout city government merit badge. Brian has gotten interested in City government since his grandmother Shirley Lucas is on the City Council.

CONSENT:

Approval of the June 27, 2006 Special City Council meeting minutes and the July 6, 2006 City Council meeting minutes.

Approved

Planning Commissioner's Compensation: A resolution approving a Budget Adjustment in the amount of $21,800.00 for Salaries and Wages expense related to the compensation of Planning Commissioners.

Resolution 124-06 as Recorded in the Office of the City Clerk.

Alderman Jordan moved to approve the Consent Agenda as read. Alderman Marr seconded the motion. Upon roll call the motion passed 7-0. Alderman Reynolds was absent during the vote.

UNFINISHED BUSINESS:

Raze and Removal at 95 Cleburn Street: A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Beacon Flats, LLC located at 95 Cleburn Street in the City of Fayetteville, Arkansas. ***This item was Tabled at the July 6, 2006 City Council Meeting to the July 18, 2006 City Council Meeting.***

Yolanda Fields, Community Resources & Code Compliance Director: The property owners have submitted the required documentation to Planning for review so I am requesting that we table this until the first meeting of September.

Alderman Marr moved to table the resolution to the first meeting in September. Alderman Thiel seconded the motion. Upon roll call the motion passed 7-0. Alderman Reynolds was absent during the vote.

This resolution was tabled to the September 5, 2006 City Council meeting.

NEW BUSINESS:

Improvement District No. 16 – Wellspring: An ordinance to Establish and Lay Off Fayetteville Municipal Property Owners' Improvement District No. 16 – Wellspring.

City Attorney Kit Williams read the Ordinance.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Reynolds was absent during the vote.

City Attorney Kit Williams read the Ordinance.

Alderman Jordan moved to suspend the rules and go to the third and final reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Reynolds was absent during the vote.

City Attorney Kit Williams read the Ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Reynolds was absent during the vote.

Ordinance 4897 as recorded in the office of the City Clerk.

ANX 06-2129 McDonald: An ordinance annexing that property described in annexation petition ANX 06-2129 (CC2005-27, CC2006-7, and CC2006-8), for property located south of Huntsville Road (HWY 16), west of Roberts Road, containing approximately 14.21 acres.

City Attorney Kit Williams read the Ordinance.

Jeremy Pate, Director of Current Planning: This annexation request is for 14 acres south of Huntsville Road. This is owned by five different property owners, the applicant has succeeded in gaining the approval and signatures of those property owners to annex, so this would not create an island. It was originally submitted as a smaller parcel that the applicant wished to develop however it would have created two islands. We recommend that the applicant go back to get those signatures so that it would not create an island. Staff is recommending approval. I would like to add an amendment under section one, *the City Council hereby confirms annexation to the City of Fayetteville, Arkansas that property described in Exhibit A and map labeled Exhibit B attached hereto and make a part hereof.*

Alderman Thiel moved to approve the amendment under section one, *the City Council hereby confirms annexation to the City of Fayetteville, Arkansas that property described in Exhibit A and map labeled Exhibit B attached hereto and make a part hereof.* Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Reynolds abstained.

Alderman Thiel: I have not had any calls about this and I just want to make sure that the staff hasn't heard any concerns.

Jeremy Pate: We have not. We originally had some comments about the creation of islands because some residents in the area heard that was our policy and we responded accordingly.

Alderman Thiel: It is totally surrounded by the City and it's not that far from Huntsville Road, I don't really have a problem with it.

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

City Attorney Kit Williams read the Ordinance.

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

City Attorney Kit Williams read the Ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 7-1. Alderman Cook voting no.

Ordinance 4898 as recorded in the office of the City Clerk.

ANX 06-2125 Dunnerstock/Foster: An ordinance annexing that property described in annexation petition ANX 06-2125 (CC2006-5), for property located at the north end of 59th Avenue, off Wedington Drive, containing approximately 60.20 acres.

City Attorney Kit Williams read the Ordinance.

Jeremy Pate gave a short description of the proposed annexation. Planning Commission recommended this with a vote of 6-2. Staff is in favor of this proposal.

Alderman Jordan: I wouldn't mind if this went to the second reading but I would like to leave it on the second reading, because I would like Mr. McCord to show this at the Ward 4 meeting.

Jim McCord: Absolutely.

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

City Attorney Kit Williams read the Ordinance.

This ordinance was left on the second reading.

RZN 06-2126 Dunnerstock/Foster: An ordinance rezoning that property described in rezoning petition RZN 06-2126, from approximately 60.20 acres, located north of Wedington Drive, at the end of 59th, for R-A, Residential Agricultural to RSF-4, Residential Single-Family, 4 units per acre.

City Attorney Kit Williams read the Ordinance.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Ferrell wasabsent during the vote.

City Attorney Kit Williams read the Ordinance.

This ordinance was left on the second reading.

VAC 06-2123 Launder: An ordinance approving VAC 06-2123 submitted by John Launder for property located at 1025 Company, vacating 0.06 acre portion of the utility easement located within the subject property.

City Attorney Kit Williams read the Ordinance.

Jeremy Pate gave a brief description of the ordinance. Planning Commission reviewed this and there were no objections to this request. There are some conditions of approval. Staff is recommending approval.

Alderman Thiel: At Agenda Session I asked whether or not this was being utilized as a drainage area for the hillside there and I understand that is not at all. The applicant would like to go through three readings tonight so that he can obtain his building permit and get started.

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

City Attorney Kit Williams read the Ordinance.

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

City Attorney Kit Williams read the Ordinance.

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

Ordinance 4899 as recorded in the office of the City Clerk.

VAC 06-2068 Bio-Based/City of Fayetteville: An ordinance approving VAC 06-2068 submitted by the City of Fayetteville for property located at 1475 Cato Springs Road, vacating un-constructed right-of-way within the subject property in association with an approved large scale development for Bio-Based.

City Attorney Kit Williams read the Ordinance.

Jeremy Pate gave a brief description of the vacation. Planning Commission voted unanimously to vacate these rights of way and staff is recommending approval.

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

City Attorney Kit Williams read the ordinance.

Alderman Reynolds: Let's just leave it on the second reading; there is something I would like to check on first, that involves the property south of this.

Ray Boudreaux, Aviation and Economic Developer Director: Our extension to close the sale for that property is good for the 27th of July. This has been going through staff for sometime now. I would like to see this approved tonight.

Mayor Coody: Alderman Reynolds's had some concerns of the property south of that.

Alderman Reynolds: When this thing went through, we guaranteed them that they would have a sewer line through there. I haven't seen anything to show that.

Ray Boudreaux: I am pretty sure that was agreed to in the original agreement. This has to do with old roads that we need vacated.

Mayor Coody: The sewer lines and road way are different easements.

Alderman Thiel: Is that one of the conditions of the approval?

Alderman Cook: Letter F, does that not cover that?

Jeremy Pate: There are a number of conditions there, they start on page 9 of 16, A through G on condition one. Letter F does actually describe a utility easement and extension of utilities at time of development for this property.

Alderman Reynolds moved to reconsider VAC 06-2068 Bio-Based/City of Fayetteville. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

Alderman Reynolds: Thanks for clearing that up.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 4900 as recorded in the office of the City Clerk.

Amend Chapter 34, Cost Share Exemptions: An ordinance amending Chapter 34, Article II of the Code of Fayetteville, to exempt Cost Share agreements for Infrastructure Improvements from the requirements of § 34.23.

City Attorney Kit Williams read the Ordinance.

Kit Williams, City Attorney: State Law requires that any services or contracts in excess of $20,000 must be competitively bid, unless this City Council by ordinance waives it. However, below $20,000 the State law says that the City Council can make the rules for how you want the purchases to be handled. There is one new section in here; everything else is the same except for Subsection B which talks about cost-share agreements. I have proposed this amendment so that you will still see these cost-shares, they will come through as a resolution to approve the contract, but you won't have to waive competitive bidding.

Alderman Cook: These will still come through the committees?

Kit Williams: There would be no change. The only change would be if we had an ordinance or a resolution to present to the City Council.

Alderman Jordan: That was my understanding also.

Alderman Rhoads: If it is a cost-share agreement, it doesn't matter if it is over $20,000?

Kit Williams: If it is over $20,000, then you don't set the rules; the State sets the rules and we still have to have a waiver because that's what State law says.

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

City Attorney Kit Williams read the Ordinance.

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

City Attorney Kit Williams read the Ordinance.

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

Ordinance 4901 as recorded in the office of the City Clerk.

Duncan Associates Water and Sewer Impact Fees Phase 2: A resolution approving the first contract amendment with Duncan Associates in the amount of $110,000.00 to update the existing Water and Wastewater Impact Fees, to calculate fees for the collection system, and negotiate contracts with the cities of Elkins, Farmington, and Greenland to pay for and provide potential Water and Wastewater Impact Fees within their corporate boundaries; and approving a budget adjustment.

Tim Conklin, Planning and Program Development Director: At Agenda Session you asked whether or not the cities would be willing to pay ahead of time, prior to the Impact Fee Study being completed. I did speak with the Mayor's of those three cities and they did indicate for us to send them an invoice, so I do have a verbal agreement. All three cities have agreed to participate to have Duncan and Associates look at the system that they own. For Elkins, it's both the water and sewer systems, for Farmington and Greenland; it's the sewer system that they own, so the prices are different. Elkins will be paying $25,000.00, the cities of Farmington and Greenland will be paying $15,000.00, and the City of Fayetteville will be paying $55,000.00. That includes an update to our existing water and wastewater fee and it expands it into the actual collection system which includes the force mains and lift stations. We expect this study to take approximately 6 to 7 months to complete. We will be starting the project off in the first part of August if you approve this contract this evening. You are also approving a budget adjustment. The project will be managed by the City of Fayetteville, with all meetings held here and the three communities invited.

Alderman Ferrell: This would include a study of force mains and lift stations, in the rate study before, was that not part of it?

Tim Conklin: On the wastewater side the impact fee was based on the Wastewater Treatment Plant only, it did not include the collection system.

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

Resolution 125-06 as recorded in the office of the City Clerk.

Brasfield & Gorrie, LLC: A resolution approving a construction contract with Brasfield & Gorrie, LLC in the amount of $6,130,000.00 to construct the Hamestring Sewer Lift Station, WL-6; approving a four percent (4%) contingency in the amount of $245,000.00; and approving a budget adjustment in the amount of $5,100,000.00.

Alderman Cook: We looked at this at the Water and Sewer Committee meeting and I think we all unanimously agreed on the contract. We also discussed the funding on this, part of this funding is coming out of the fund balance or cash balance that we have. We talked about using some of that money for our project; $5 million of this is coming directly out of that.

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

Resolution 126-06 as recorded in the office of the City Clerk.

Amend §166.05 of the UDO - Large Scale Development: An ordinance to amend § 166.05 Large Scale Development of the Unified Development Code by adding Subsection (7) (e) to allow consideration of a Development's Economic Benefit.

Alderman Ferrell: I would like to ask that we table this indefinitely. When I brought this forward and asked other Councilmen to support it and sign on, there was no intent to aggravate a situation. I feel that this is too soon, so I respectfully would like to table indefinitely.

Alderman Ferrell moved to table the ordinance indefinitely. Alderman Marr seconded the motion. Upon roll call the motion passed 7-0 with Alderman Reynolds absent during the vote.

This ordinance was tabled indefinitely.

Meeting Adjourned at 6:40PM.

_____
Dan Coody, Mayor

_____
Sondra Smith, City Clerk/Treasurer

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
August 1, 2006

A meeting of the Fayetteville City Council will be held on August 1, 2006 at 6:00 PM 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 July 18, 2006 City Council Meeting Minutes.**

2. **Arkansas Outdoor Grant Program:** A resolution authorizing the Mayor to apply for an Arkansas Parks and Tourism Outdoor Recreation Grant in an amount not to exceed $125,000.00 for improvements to Sweetbriar Park, Bryce Davis Park and Gulley Park.

3. **Finger Park Playground Contract:** A resolution awarding RFP 06-14 and approving a contract with ARKOMA Playgrounds in the amount of $139,996.94 for the purchase and installation of an ADA accessible playground at Finger Park; and approving a seven percent (7%) contingency in the amount of $9,843.00.

4. **ADM 06-2178 Growth Group EJ Ball Renovation:** A resolution for ADM 06-2178 approving encroachments into the City's right-of-way for the purpose of constructing entrance and dining canopies on the south and west sides of 112 West Center Street, as described and depicted in the attached exhibit.

5. **Don Spann Architects Fire Station #3 Design:** A resolution approving a contract with Don Spann Architects in an amount not to exceed $105,300.00 for design and oversight of the replacement of Fire Station #3.

113 West Mountain 72701 (479) 521-7700 (479) 575-8257 (Fax)
accessfayetteville.org

6. **Arkansas Forestry Grant:** A resolution authorizing the Fayetteville Fire Department to apply for and accept an Arkansas Forestry Commission Grant in the amount of $2,500.00 for the Fayetteville Firewise Mailout; and approving a budget adjustment recognizing the grant revenues.

B. UNFINISHED BUSINESS:

1. **ANX 06-2125 Dunnerstock/Foster:** An ordinance annexing that property described in annexation petition ANX 06-2125 (CC-2006-5), for property located at the north end of 59th Avenue, off Wedington Drive, containing approximately 60.20 acres. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

2. **RZN 06-2126 Dunnerstock/Foster:** An ordinance rezoning that property described in rezoning petition RZN 06-2126, for approximately 60.20 acres, located north of Wedington Drive, at the end of 59th, from R-A, Residential Agricultural to RSF-4, Residential Single-Family, 4 units per acre. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

C. NEW BUSINESS:

1. **Improvement District No. 17 – The Villas at Stonebridge:** An ordinance to establish and lay off Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge.

2. **Allcom Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a month–to–month billing arrangement with Allcom Communications in an annual amount not to exceed $30,000.00 to provide paging services.

3. **Alltel Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from Alltel in an annual amount not to exceed $50,000.00 to provide cellular phone services for a period of 24 months.

4. **RZN 06-2140 (Washington Regional Medical Center):** An ordinance rezoning that property described in Rezoning Petition RZN 06-2140, for approximately 61.5 acres, located east of Gregg Avenue, north of Appleby Road from R-O, Residential Office, and C-1, Neighborhood Commercial, to P-1, Institutional.

5. **VAC 06-2139 (Washington Regional Medical Center):** An ordinance approving VAC 06-2139 submitted by Washington Regional Medical Center for property located north of Appleby Road and west of Northhills Boulevard, vacating all utility easements reflected on easement plats filed for record on April 10, 2000 (Book 16, Page 72), November 29, 2001 (Book 17, Page 96) and June 03, 2003 (Book 23A, Page 47) and vacating a portion of Northhills Boulevard right-of-way as described on Exhibit "A".

6. **VAC 06-2138 (Corral):** An ordinance approving VAC 06-2138 submitted by Alan Reid for property located at 1182 Summersby, vacating a 39 square foot portion of the utility easement located within the subject property.

7. **RZN 06-2088 Tri City Investments Appeal:** An appeal of the Planning Commission's decision to deny a rezoning request from RSF-4 to C-1 on approximately 2.78 acres of property located northwest of Huntsville Road (Hwy 16) and Stonebridge Road.

8. **Annexation of Territory – CC-2006-17:** A resolution to accept the territory described by the County Court's Order No. CC-2006-17 annexing the territory into the City of Fayetteville.

9. **Hoskins/City of Fayetteville Trade and Purchase of Land:** A resolution to approve a trade and purchase of land, a budget adjustment of $105,500.00 and the banking of 2.64 acres for future parkland dedication requirements.

D. INFORMATIONAL:

City Council Tour: July 31, 2006 - 4:30 PM

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

Added at Agenda Session 7/25/06

8-1-06
~~July 25, 2006 (Agenda Session Only)~~
City Council Meeting Date

A.6.

Tony Johnson	Fire	
Submitted By	Division	Department

Action Required:

This request is for approval to apply for and accept a non-matching grant from the Arkanasas Forestry Commission in the amount of $2,500.

$ 2,500.00	$ 1,200.00	Misc Revenue
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.0001.4996.05	$ 1,380.00	Revenue
Account Number	Funds Used to Date	Program / Project Category Name
	$ (180.00)	General Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date: 7.21.06

City Attorney — Date: 7/25/06

Finance and Internal Service Director — Date

Mayor — Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office

Received in Mayor's Office

Comments:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FAYETTEVILLE FIRE DEPARTMENT TO APPLY FOR AND ACCEPT AN ARKANSAS FORESTRY COMMISSION GRANT IN THE AMOUNT OF $2,500.00 FOR THE FAYETTEVILLE FIREWISE MAILOUT; AND APPROVING A BUDGET ADJUSTMENT RECOGNIZING THE GRANT REVENUES.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Fayetteville Fire Department to apply for and accept an Arkansas Forestry Commission Grant in the amount of $2,500.00 for the Fayetteville Firewise Mailout.

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

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED

Applicant Identifier

1. TYPE OF SUBMISSION

Application — Preapplication

☐ Construction — ☐ Construction

☒ Non-Construction — ☐ Non-Construction

3. DATE RECEIVED BY STATE

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

5. APPLICANT INFORMATION

Legal Name:

Organizational Unit:

Address *(Give City, County, State, and Zip code):*

Name and telephone number of the person to be contacted on matters involving this application *(Give area code)*

6. EMPLOYER IDENTIFICATION NUMBER *(EIN):*

☐☐ - ☐☐☐☐☐☐☐

7. TYPE OF APPLICANT: *(Enter appropriate letter in box)*

☐

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School District
I. State Control Instit. of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit organization
N. Other (Specify) _____

8. TYPE OF APPLICATION

☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es):

☐ ☐

A. Increase Award
B. Decrease Award
C. Increase Duration
D. Decrease Duration

Other *(Specify)* _____

9. NAME OF FEDERAL AGENCY: USDA - Forest Service, Southern Region

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER

1 0 - 6 6 4

Ti. .: Cooperative Forestry Assistance

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Fayetteville FireWise Board will mail inserts with app. 36,000 water bills in September promoting FireWise and Leaf Bag Giveaway on FireWise Day. Project costs will include cost of printing inserts and posters promoting the Fall FireWise Day.

12. AREA AFFECTED BY PROJECT *(Cities, counties, states, etc.)*

13. PROPOSED PROJECT:

Start Date	End Date
8/1/06	12/31/06

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant

b. Project

Fayetteville FireWise Mailout

15. ESTIMATED FUNDING

a. Federal	$2,500.00
b. Applicant	$
c. State	$
d. Local	$
e. Other	$
f. Program	$
g. TOTAL	$2,500.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. This preapplication/application was made available to the State Executive Order 12372 Process for review on:

DATE: _____

b. NO. ☐ Program is not covered by E.O. 12372
☐ or Program has not been selected by State for review

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ YES - If "YES", attach an explanation. ☒ NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative

b. Title

c. Telephone Number

d. Signature of Authorized Representative

e. Date Signed

INSTRUCTIONS FOR THE SF 424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

ITEM	ENTRY
1.	Self-explanatory.
2.	Date application submitted to Federal agency *(or State if applicable)* & applicant's control number *(if applicable)*.
3.	State use only *(if applicable)*.
4.	If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.
5.	Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application.
6.	Enter Employer Identification Number *(EIN)* as assigned by the Internal Revenue Service.
7.	Enter the appropriate letter in the space provided.
8.	Check appropriate box and enter appropriate letter(s) in the space(s) provided: --"New" means a new assistance award. --"Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. --"Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation.
9.	Name of Federal agency from which assistance is being requested with this application.
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.
11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate *(e.g., construction or real property projects)*, attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
12.	List only the largest political entities affected *(e.g., State, counties, cities)*.
13.	Self-explanatory.
14.	List the applicant's Congressional District and any District(s) affected by the program or project.
15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-ki contributions should be included on appropriate lines applicable. If the action will result in a dollar change to an existing award, indicate ***only*** the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as Item 15.
16.	Applicants should contact the State Single Point of Contract *(SPOC)* for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. *(Certain Federal agencies may require that this authorization be submitted as part of the application.)*

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Fire Division: Fire Program: Operations	Date Requested	Adjustment Number
2006		7/20/2006	

Project or Item Added/Increased:
$2,500 is requested in Office Supplies/Printing

Project or Item Deleted/Reduced:
$2,500 is requested in Misc Revenue

Justification of this Increase:
The Arkansas Forestry Commission grant will pay for the printing of Firewise pamphlets to be included with the customer's water bills.

Justification of this Decrease:
The money has already been appropriated by the State of Arkansas.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Office supplies/printing	1010	3020	5200	00	2,500		

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
#N/A	1010	0001	4996	05	2,500		

Approval Signatures

	Date
Requested By	7/20/06
Budget Manager	
Department Director	
ance & Internal Services Director	
Mayor	

Budget Office Use Only

Type: A B C D E

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

C.2
NB
8/1/06

ORDINANCE NO._____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A MONTH-TO-MONTH BILLING ARRANGEMENT WITH ALLCOM COMMUNICATIONS IN AN ANNUAL AMOUNT NOT TO EXCEED $30,000.00 TO PROVIDE PAGING SERVICES.

WHEREAS, the City of Fayetteville has been leasing pagers from Allcom Communication since 1999, and currently leases 166 pagers; and,

WHEREAS, pager numbers are not portable, so that a change of vendors would require changing a minimum of 166 numbers, an excessively expensive and cumbersome process.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical; waives the requirements of formal competitive bidding, and approves a month-to-month billing arrangement with Allcom Communications in an annual amount not to exceed $30,000.00 to provide paging services.

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA SMITH**, City Clerk

DRAFT

C.3.
NB
8/1/06

ORDINANCE NO._____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A PROPOSAL FROM ALLTEL IN AN ANNUAL AMOUNT NOT TO EXCEED $50,000.00 TO PROVIDE CELLULAR PHONE SERVICES FOR A PERIOD OF 24 MONTHS.

WHEREAS, maximum rate plan and equipment cost savings can only be achieved through a continuation of the ongoing business relationship with Alltel; and,

WHEREAS, City Staff has solicited informal quotes from other providers, all of whom were unable to offer anything even approximating these savings.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical; waives the requirements of formal competitive bidding, and approves a Proposal from Alltel in an annual amount not to exceed $50,000.00 to provide cellular phone services for a period of 24 months.

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA SMITH**, City Clerk

DRAFT

C. 7. Tri-City
8/1/06

Planning Commission Meeting Minutes
June 12, 2006

Tri-City Investments Rezoning
RZN 06-2088

RZN 06-2088: Rezoning (TRI-CITY INVESTMENTS, LLC, 527): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located at NW of HWY 16 AND STONEBRIDGE ROAD. The property is zoned RSF-4, SINGLE FAMILY – 4 UNITS/ACRE and contains approximately 2.78 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

Graves: The next item and the last item on the agenda is Rezoning 06-2088 Tri-City Investments.

Trumbo: Mr. Chair?

Graves: Commissioner Trumbo?

Trumbo: I'm going to have to recuse.

Graves: Ok, Thank you. Commissioner Trumbo is recusing for this item. Again with this item as I've told the previous applicants now this would require five affirmative votes in order to proceed from here with a positive recommendation. So, much to the extent that if there is more then one commissioner, well actually, we would have to be unanimous because Commissioner Trumbo has recused so it would have to be a unanimous decision tonight in order to get a positive recommendation. And so I would like to give you the option of whether you would like to table it tonight.

Beam: And as much as I've enjoyed this evening with you all I'm going to let us all go home and come back and see you in two weeks.

Graves: Ok. And so the applicant is requesting that we table this item tonight until we have a fuller Commission available to consider this item. Is there a motion? Such a motion?

Williams: Mr. Chair.

Graves: Oh, we need to hear public comment, I apologize. Is there any member of the public who came here who would like to address this item? Ok, please come forward. Understanding that we are not going to vote on it tonight.

Cobb: Yes, I understand it. My name is Theresa Cobb and I live at the corner of Sherlock and Homes which is an adjacent property to this proposed rezoning area. Last week I sent packets to the Commission members to try to save some time in this part that consisted of signatures of the neighborhood, of the people in the neighborhood that are opposed to this rezoning. Photographs of the area, etc. I've included a letter with that that since speaking to other members of the neighborhood that I've revised a

DRAFT

little bit I would like to go ahead and read this letter at this time and there is other people here who would like to speak.

Graves: Ok. If you would prefer it might be easier especially since we are probably not going to vote substantively on it tonight, we are probably going to table it, you might want to provide the letter to Jeremy and then it would be in our packet before we voted on it next time rather then reading the whole thing.

Cobb: Ok. Alright I'll do that and I have a photo -

Graves: The photograph, you can provide all that to Jeremy and he'll have it in our packet before we consider it next time if that's ok.

Cobb: That would be acceptable to me. Thank you.

Graves: Thank you. Do you want to give it to him right now? Ok. Is there any other member of the public who would like to address this item? Please come forward and state your name and make your comment.

Isaacs: I'm Elsa Isaacs. I live in the same neighborhood. Out of respect for our suffering Glutiuses Maximuses, that's a bad Latin in plural, could you put us up above number 13 in the agenda next time?

Graves: This will be old business next time so it would be at the, closer to the beginning of the agenda. Tonight it was a new business item and it was the last new business item.

Isaacs: Ok, thank you.

Graves: Thank you.

Bruins: I do apologize for having to speak, unfortunately -

Graves: Could you introduce yourself?

Bruins: Yes, I'm sorry, I'm Josh Bruins. I'm also a resident of the same neighborhood and unfortunately I'll be out of town on business in the next two weeks. So, I'd like to go ahead and address my concerns and talk to you a little bit about it.

Graves: That's fine.

Bruins: I live, my wife and I bought our house about a year ago and our house actually butts up to property that's in question. When we bought our house

DRAFT

we walked in, we saw this beautiful land you know behind our house this nice pasture and everything. And that was one of the major reasons we bought the house and we knew there was a possibility that since it was zoned residential that there was a possibility that there would be houses, we were great with. We like the idea of growth. And one of the neat things about the house is there was this terrace and on the terrace there was wysteria growing all over the top of it. Beautiful, shady, one of the coolest things about the house. One of the things to be noticed it the wysteria was wrapped around the terrace and it was actually pulling it down. Now say that to just say that growth without management can be detrimental and destructive to whatever it's around. So, I really want you guys when you are considering this to think about that. Though this growth is great and we all want to see Fayetteville grow and prosper, it needs to be managed and really looked at before it is actually completed. So, some of the major concerns that we have is safety. My wife and I we hope to have kids really soon; we want our kids to be able to go down the street, hang out, and do all that. But traffic is a major problem in the area because it's located right off Highway 16 first of all, but then with new businesses it's going to bring more traffic into the area. There is already speeding issues around there. In truth they'll address that more next time. Something else is the new growth brings crime. With businesses and especially large businesses there is a lot of riff raff that comes in. We all know that, it's just a logical thing and hopefully what they're doing, what they're proposing is going to be very tame but any time you bring in extra people and extra growth there is going to be more crime. The value of our neighborhood is something that we are majorly concerned about. When we bought it we looked at it and we thought you know what our neighborhood is going to grow financially, it's near the Stonebridge area with the new development, the golf course and all that. And we're very excited about the growth potential financially for us and we don't want that to be a deterrent in the future of someone buying our house because there is possibly a big box retailer behind us. Also, the value of our house relating to noise and disturbance. We don't want to at three in the morning to hear big rig trucks coming in and dropping off deliveries and lots of noise and lights and just the disturbance that brings. So, in our respect what needs to be done there is a few different options. We can limit the size and types of retailers that back up to our house. We know there is going to be retailers more then likely, now if we can keep this zoned residential that would be optimal and then it would be residential retailers that would come close to butting up to our house. So, that's one way we can do it and we would prefer that no big box retailers be allowed in, that it be restricted to small mom and pop shops. Colliers Drugs, like a little clothing shop, maybe even a business park the hours are 8 to 5 or something like that. Another suggestion that might be feasible is that we are concerned that at the end of Sherlock, right now it just stops. It's not a cul-de-sac, it just stops and that's a very big concern of

ours because we don't want that to become a through street to the commercial because if that does that will bring even more traffic through and the kids in our neighborhood won't be able to play on the streets, won't be able to walk around without the parents fearing that something is going to happen. Just cars driving by, trucks in the middle of the night things like that. So, that's another suggestion that we build up a park at the end of that. It would help the city, it would help the residents, and all the kids, and it would also block that from every being any kind of through street commercial. But of course what would make us the happiest what would be the most simple if leave that residential. So, like I said you know, growth isn't bad and I know that this is going to be a different one to win because even though numerous accounts are financially tied with this and I know you that probably you discussed it and know a lot about it and know what they are going to do. I will say I've talked with some of these guys and they've been very nice and very helpful. Unfortunately, I haven't gotten a chance to connect with them and actually go walk the rain with them. But it still, no matter what, it is impeding up into our land and we would appreciate it stay residential. And so, just, we just want to make sure it's positive growth and please think of that whenever you vote.

Graves: Thanks. And just so it's clear, anybody that may be affiliated with the Planning Commission or City Council if they have any kind of financial ties to such a project they would not be voting members of it and we do not discuss these items until we are here at our public meetings because that's just how it is. So, just to address the comment that was made that we may have already talked about it, that has not happened and it doesn't happen so. We've had a request by the applicant to table this tonight because we don't have a full, ok there is one more member of the public who would like to talk. Please introduce yourself and give us your comments.

McGaffey: My name is Rachel McGaffey and I live across the street from Theresa. Her property is facing it two ways but mine is directly across the street so. And I really appreciate your patience I am probably not going to be able to make the next one, perhaps my husband can be here. But I have a couple of my concerns and one of them may not even be, this may not be the forum, but one of them is definitely the traffic issue. Because if you look at the property itself and where it is sitting, in front of it fronting Highway 16 there is already, basically there is houses and one business, which I'm sure is going to be destroyed and something put there that's commercial. But as a whole it's a very quiet section and then there is the buffer zone, the field, and then there is our street which is Holme's Drive. I don't know exactly how anyone would develop that without having Highway 16 access and without using some part of the currently existing residential section although I don't know if that's the plan. I'm not privy to all the

planning but that area is not exactly huge and if Sherlock ends up being connected to any of that in any way or 16 is cut I'm not sure I can adequately explain to you how bad the traffic is there in the morning and in the evening, but if anyone lives near Elkins, basically it is a traffic jam from 7:15 until about 8:00 everyday. The only way you can get out onto the road is if someone lets you in. And the other side of Stonebridge, the left turners have bleak prospects. It is absolutely stopped in the morning and it backs up far past that road. So, if anyone is actually planning or know their plan which I don't by the way, if they are planning to cut 16, I can't even explain to you how dangerous that would be in my opinion especially if the businesses have some kind of outlet there because it would be two right next to each other Stonebridge and Sherlock. The other concern would be even if they don't do that if they twine Sherlock back and create some kind of a U for access or if they cut Stonebridge again, assuming that they connect the road into one big loop, it will pretty much destroy the dead end that we enjoy so much, which I'm not saying that would be the end of the world but for our world it would be. We have actually, as neighbors, and they are kind of new to our neighborhood, but we have a fantastic neighborhood. I know everyone on it except for the ones who live absolutely on the corner of Stonebridge because I think that's a rental property. We all know each other, we talk to each other, we stand out in the street and talk to each other. No one drives down our street. It is a neighborhood watch section. It is basically like a driveway with lots of people who like each other. So, it's disturbing to think that we would have some sort of through way where people could drive around. I guess beyond that, and again this is the part that I'm not sure is associated with this forum, but I have no clue what kind of business they're going to put there. It is a really horrible spot for anything big and anything small I'm not sure that it would be the right place. But that's altogether up to you to decide, but those are my comments.

Graves: Thank you very much. Is there any other member of the public that would like to comment on this item? Seeing none we do have, with all apologies for those of you who waited till the very end of the agenda to have an opportunity to address this and I'm sure have a decision tonight, we've had a request by the applicant to table this tonight, which in fairness is probably the appropriate thing to do if they request it given that we only have five members who could vote on it tonight and that's how many votes it would take. With that request is there, do I have a commissioner who would like to make such a motion.

Clark: Mr. Chair, I would like to make the motion to table Rezoning 06-2088 until the next regularly scheduled Planning Commission and having said that I would like to encourage neighbors to show up and also turn in all of

your materials that so that everybody can read them before the next Planning Commission.

Graves: We've had a motion to table is there a second?

Bryant: Second.

Graves: There has been a second by Commissioner Bryant. Is there any further discussion? Let's take the vote.

Roll Call: The motion to table RZN 06-2088 carries with a vote of 5-0-1.

Graves: And that's the end of our agenda items tonight are there any announcements?

Pate: We have one, the ordinance review committee is having a meeting at 5 P.M in the Blair Library on the 17th I believe, I'll double check that date for you, I'm sorry on the 29th of this month on the downtown zoning code; it will be in the Walker Room. That is a public discussion of the downtown zoning coding before it is forwarded to full City Council for a vote.

Graves: Are there any other announcements? We are adjourned.

DRAFT

Planning Commission Meeting Minutes
June 26, 2006

Tri-City Investments Rezoning
RZN 06-2088

RZN 06-2088: Rezoning (TRI-CITY INVESTMENTS, LLC, 527): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located at NW of HWY 16 AND STONEBRIDGE ROAD. The property is zoned RSF-4, SINGLE FAMILY – 4 UNITS/ACRE and contains approximately 2.78 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

Anthes: Our next item of business is a Rezoning Request 06-2088 for Tri-city Investments.

Trumbo: Madame Chair. I must recuse.

Anthes: Thank you. May we have the staff report please?

Fulcher: This item was scheduled for the last Planning Commission but based on the amount of members we had and the amount of affirmative votes that would be required the applicant did request that this item be tabled to tonight's meeting. The property is located at the northwest corner of Stonebridge and Huntsville Road. It is part of a larger tract approximately 2.78 acres, mostly undeveloped pasture land. The zoning line for this actually runs diagonally through the property creating a split zone of C-2 Thoroughfare Commercial on the south portion of the property which fronts Huntsville and Stonebridge and the northwest portion or diagonal or triangle portion of the property is RSF-4 adjacent to the residential subdivision to the north. The applicants are requesting that the RSF-4 portion of the property be rezoned to C-1 Neighborhood Commercial. At the previous Planning Commission meeting, although we didn't take a vote other than to table, we did hear public comment. Some of those concerns that were mentioned by the neighborhood members were traffic from the commercial use utilizing the residential street. If you look on some of your maps you will notice that there is a constructed stub-out from the adjacent neighborhood into this property for future development. They are also concerned with associated with commercial activities, light trespass, and the additional traffic that would be generated in addition to what is already on Huntsville, Stonebridge, Wyman Roads. When staff looked at this as a rezoning to Neighborhood Commercial, realizing that the purpose of C-1 zoning is to provide services for surrounding neighborhoods, also to be adjacent to major road networks which this is. And adjacent to the residences which this is. If this were to be rezoned staff will obviously during development be looking at compatibility between these different land uses. We'd be looking at lighting, screening, buffer areas, vegetation, and the building location to create a minimal impact on the existing residential community to the north. Given its location, C-2, part of this property being C-2, and the odd configuration of the zoning, the ability to create a transition between these two different types of zonings by utilizing our lighting ordinance, the provision in the Unified Development

Code for different types of land usages, we are recommending approval of this item from RSF-4 to C-1 Neighborhood Commercial.

Anthes: Commissioner Trumbo, I hate to do this to you but I need you to step out of the room if you recuse from an item. Sorry. You're supposd to be out of the room. Would any member of the public like to address Rezoning Request 06-2088 for Tri-city Investments? Please come forward. If you would state your name and give us your comments.

Nagathy: Thank you, my name is Rachel Nagathy and this is Teresa Kolb. And I'm here and she is also on dual respects. I own property on Holmes Drive, she owns property on Sherlock. But we are also the representatives for the Wyman Stonebridge Neighborhood Association. Prior to the meeting staff handed out a list. After the last Commission meeting we had a neighborhood association meeting and of the people who signed that sheet who were present all of them were in agreement with our request that you not rezone except for I think four people. So, we would like to request that you please not approve the zoning request. And the main reason that we are against this rezoning is because of the loss of control of that section. Because clearly we don't own it, but we would like to explain the impact it would have on us. Right now, even though we met with the developers at our neighborhood meeting, there is really not a clear strategy on how they are going to develop the property. Basically, from what my understanding is, if it is rezoned it can be developed by the people who currently own it or it can be sold and developed by someone else. So, their plans really don't play into your consideration for zoning. But we would like to say, first of all Teresa wrote a letter that's probably in your packets discussing a lot of these points, but there is really not going to be a buffer between our residential neighborhood and the commercial development. So, I would like to try to describe our neighborhood the best I can. We live on a dead end street that has nothing but residential homes. The back of it where this property is a field and so there is absolutely nothing there. We all know each other. We know every car that drives by. Kids play in our street. It's very very quiet. It's perfect for why we bought it. Pretty much no matter what kind of development they put there it is going to change all of that. The noise and the lighting will increase dramatically and for those on the south side they will have basically an eye sore in their backyard and privacy issues. The houses on Sherlock do not have fences on that side so they will basically be looking into the back alleyway as the development is currently proposed with dumpsters and trucks. And so the currently proposed transition between those two is a berm that is approximately 15' wide with a shadowbox, I believe, fence. But that is from where, from our perspective, is not enough of a buffer. We feel that if the property is not rezoned then at least we have that much acreage between us and the C-2, I believe it is right now, development on Highway 16. When we met with

the developers we told them our concerns about the noise, lighting, and the view from our windows and they told us one of the things that they want to put on the property is a grocery store. Which if, in their words, if they don't do the grocery store they're not going to develop that property they are probably going to give it to someone else to develop. So, we don't want to go there. But one of our neighbors, Josh, has been working with the developer to try to get an alternative plan that we could look at it to see if they could address our concerns, but they did not respond, at least not by Friday afternoon. So, we just, we didn't really have an option, we felt, to support the rezoning. I know that the property is awkwardly shaped, it's probably not, if you don't rezone it, that section probably will not be developed. I don't know if you can slice it to make the Highway 16 property to be more of a shape that they could be happier with, but we still really feel that we need something between us and them. One of our major points that we want to state here is that regardless of who develops it or what the zoning is, we do not want Sherlock to be opened. It is in our opinion going to be extremely dangerous. There is a letter in your packet from Captain William Brown in the Fayetteville City Police who agrees with that. So, hopefully that can go on record. We know that you guys are interested in doing commercial development for neighborhoods, but I would like to point out that really the neighborhood you will be servicing if development is done there is the City of Elkins because they all drive by there every day. And, well, basically, our neighborhood has the option of driving up 265 to do our shopping or to go to 16 if there were to be something there. It's only about 3 minutes from our house to go to the 265 intersection. The 4th thing is that the infrastructure for the roadways is really not in place at the time for development there. Highway 16 widening is contingent upon a bond issue being approved by the voters. I talked to the highway department and they are not planning to do that development unless significant funding is coming from elsewhere. Also, there is a light proposed at Stonebridge but I'm not sure if that is going to be done by developers or the city. And the Stonebridge section, that street is basically a country lane. It has no curbs, no sidewalks, and no anything. It's basically a tiny bit of pavement that is suppose to connect what will become a 150 home development on the top of the hill to Highway 16 and possibly this development. And lastly, we have a great deal of fear about what type of traffic issues this is going to cause for our neighborhood and that is something that Teresa will like to speak to. Thank you.

Anthes: Thank you, and Teresa before you start I know that we did have public comment last meeting and we do have a rather long agenda tonight so if you are going to repeat something if you could just make it really short. Thanks.

Kolb: Ok. You guys have my letter on file and I would just like to bring up that the current density on Highway 16 has led to bottlenecks and cut-throughs to our neighboring undeveloped neighborhood roads. Our area is a major thoroughfare for commuters. It is documented that the average speed is at least 10 miles an hour over the posted speed limits. We are on the extra patrol list for the Fayetteville Police Department and on the waiting list for speed tables in this area. The cut-through traffic has gotten so aggressive that the residents can no longer walk, walk the dogs, or walk to the bus stop, our kids can't without fear for our lives. I and several neighbors have had several stories about us having to jump in the ditch because there is no sidewalks or no shoulders this is basically country roads out through here. We get tail-gated and flipped off on a daily basis and by putting a grocery store in there or another big box retailer, this will draw in traffic from other places that normally would not travel through our area and could make it even more unsafe for us. The stop light that is being proposed, it will control some of the congestion, however, it will not reduce the current traffic density and the commuters still will cut-through, there will still be speeders, and adding shopping to this location will serve to undue any benefit of adding the stop light which I believe is being put in because of the residential development that is going on there not any potential for commercial development. Again there is a lot of huge development going on at Stonebridge, that's going to be a traffic issue of its own, but if you put a grocery store at the end of Stonebridge, instead of that traffic dumping out on Highway 265 to go north shopping, then we are looking at it coming barreling down Stonebridge. There's [inaudible] adequate shopping two miles away. The rezoning would be obviously for people in Elkins or in other outlying areas. Our neighborhood, again, as Rachel said, is a very quiet, well-established, historical part of Fayetteville. Some of the residents have been there since the beginning of the development in this area. I've heard a lot of their stories. We're proud home owners and we want the quality of life and the safety that we've enjoyed sustained. Bringing in big box retail will bring in increased traffic congestion, noise, light pollution, late night deliveries, and garbage that basically will destroy overnight what has taken years to establish. The current zoning provides a buffer that we have no guarantee can be matched if the property is rezoned. All the conceptual drawings on the table do not provide adequate green space for us or any major buffers or transitions. Due to the limited space of the property and size of the conceptual use, commercial will be basically in the backyard of the adjoining properties. So, for us to agree with the rezoning at this point, basically says do whatever you want with our properties, it doesn't matter to us. But it does matter to us and for the record, our neighborhood has been burned by developers before. The development that went in on the west side of Sherlock and Travis which is multi-density houses and duplexes, when that was in the planning phases it was agreed that the development along the fence line was to remain

single-family residences. That didn't happen. We have duplexes there now. I called the city on this and Brandon Thiel, our alderperson and -

Anthes: Teresa, I need for you to address just this development item. We are not looking at those other items, but if you do want to make a complaint about that or talk about it you can address those to staff after the meeting.

Kolb: Ok, I was just trying to show we have a fear of things being promised and it not being followed through that's why I was relating to that.

Anthes: Thanks.

Kolb: And finally, Sherlock Avenue should not be the entrance because of the danger it can present to the existing residents. You have our signatures on file, you have people from our neighborhood here, which, our neighborhood if you're here please stand. We have lots of people from our neighborhood here and we have discussions from the neighborhood and now we found out this afternoon the media was out in our neighborhood. We don't want this property rezoned the way it is being proposed to us. We are willing to continue to work with the developers that come in this area but we have got to have some kind of guarantees that our quality of life and safety will not be altered for the purpose of convenience and profit and right now the only guarantee we have is to ask that it not be rezoned.

Anthes: Thank you. Let the record show that we have about 15 people from the neighborhood present at the meeting. Would anyone else like to address this item? Please come forward.

Clark: I just wanted to clarify because -

Anthes: Would you state your name please.

Clark: My name is Caleb Clark. I'm sorry, I'm not used to this kind of dialogue.

Anthes: It's alright.

Clark: I just wanted to clarify, because I'm not sure, does this topic that we are talking about right now also include the 104 apartments that are being proposed just up the street on Wyman Road?

Anthes: No, this is just the zoning request for the one parcel of RSF-4 that sits behind the C-2 and they are requesting a C-1 Neighborhood Commercial zoning.

DRAFT

Clark: Ok, when is that one? Because that is more why I am here because of that issue and the sign for today so. But I don't see it on the agenda.

Anthes: Mr. Pate, do you know?

Pate: I'm not sure when that is but I have a card if you would like to contact our office.

Clark: Ok, thank you.

Anthes: Thanks. Please come forward. Good evening.

Bozarth: Ladies and gentleman, my name is Leon Bozarth and I missed our community meeting, I was working. But I would just like to state that I own three properties in this area, one of them being my personal residence. I just have a concern about the impact that this can have on our community. I understand growth and business and I'm all for that I just do not like it in my back door. And I assume each of you would not want that in your backyard either. I have a concern is the impact it might have on the value of our properties and certainly it has been mentioned before here all the increased traffic we might have. We had a business down the street for some time that increased our traffic tremendously that finally moved out. But anyway, it's just a concern of myself with my residents and my neighbors and like I said I own these properties there and I would just ask that you not rezone this please. Thank you.

Anthes: Thank you. Would any other member of the public like to address this rezoning for Tri-City. Good evening.

Mallock: My name is Stephanie Mallock and I live on Holmes Drive. And really all I would like to ask you is that you leave it zoned residential. I think it is a great place for residential homes. It would tie right into our neighborhood. We have a great established neighborhood which has already been mentioned. Our homes are well kept, they are clean, we have great people that live there, it is not trashed out at all, our kids can ride their bikes up and the down the street every day, they even go out in that field sometimes, that field I know they are safe out there. I know Teresa might look out her window and check out on them once in a while. They find all kinds of treasures out there they've brought back farming equipment and things like that so they're having a great time, but I also think that if it's going to be developed it should just stay residential. It would tie perfectly into our neighborhood and keep it nice. Thank you.

Anthes: Thank you. Would any other member of the public like to address this item? Seeing none I will close the public comment section.

[Unknown]: Madame Chair? Madame Chair? I apologize for interrupting.

Anthes: I didn't know where that voice was coming from.

[Unknown]: There were a few adjacent property owners that were notified that were actually to the south of Huntsville that were actually in support of this item. I just wanted to state that for the record.

Anthes: Thank you. Will the applicant come forward?

Beam: Good evening, my name is Steven Beam. I'm with Crafton, Tull, and Associates here representing Tri-City Investments.

Anthes: Steven, could I get you to put those drawings up over here so the audience can see.

Beam: I'm sorry.

Anthes: It's difficult with the camera. Sometimes you can you lean them against this pole even.

Beam: I think Jesse took my presentation but pretty much the things that staff has stated are the reasons that the developer felt that this would be a great project for the city of Fayetteville at this location. We're looking at approximately two acres on the backside of a C-2 zoning that is, the current zoning line kind of goes an odd shape through this property and doesn't follow the particular property lines, and looking at taking that to a C-1 as you all know. C-1 Neighborhood Commercial, we chose that because of the location. Neighborhood Commercial's intent is to provide services in a residential area or to a nearby residential area. The City of Fayetteville has gone to great lengths to try to encourage this type of development in other parts of the city so that we see the benefits from that in practice. That convenience that residents don't have to get in their car, travel a long distance to get their services to, you know in this case, it has been mentioned a potential grocery store. So, they don't have to drive clear across town so it doesn't tax our existing infrastructure that we all realize that we definitely have need and have shortages of. So, having this particular, this type of development in this location is going to help the traffic from a city wide standpoint. Sure it's going to draw a little bit more traffic to this site because currently it is undeveloped but the overall effect is it is going to help our infrastructure system. Also, from the standpoint of pedestrian services, another reason you want commercial or neighborhood commercial services is so that people can avoid having climbing into their car altogether. Residents from this development, from these surrounding

residential developments will be able to use the sidewalks to come to this place to shop, to take advantage of the services that will be offered there, and then, you know, turn around and walk back to their house and they never had to climb in their vehicle, which is another one of those things that you in the City of Fayetteville has greatly encouraged. Specifically along Highway 16, the residents have a concern of traffic there. With this development in this location again is going to help the traffic along Highway 16. It is going to remove the vehicles that are having to travel great distances to get to the services by providing the services here in this location. One of the concerns that the residents have mentioned is buffering and the picture that I have passed around show the [inaudible, stepped away from the microphone] and a wood shadowbox fence, a berm about 3' high. A wood shadowbox fence and then also some vegetation to kind of improve the appearance and I think this type of buffer is something that we've seen the City support in other instances where we have commercial property against residential. And this is an example that we would agree to tonight, but this is something that is usually more addressed in the large scale as I think much of the concerns of the citizens are usually addressed at that large scale stage. But there are obviously things that we can discuss tonight because we want to make this development fit into the area that's there right now and we think that it can serve the area and not be a hindrance and not be an eye sore through the large scale development review process. You all have drafted your ordinances and your requirements such that within the C-1 zoning certain things, certain measures can be taken to preserve the residential character of the properties around it. So, with that and for the sake of time I will close my presentation and just ask you guys if you have any questions I would be glad to answer them. The developer is also here and could answer any particular questions that may be addressed to him. So, I thank you for your time.

Anthes: Thank you, appreciate it. Is there discussion?

Lack: Madame Chair?

Anthes: Yes, Commissioner Lack.

Lack: Just to start us off, I have one probably quick question about the pictures or the renderings that were circulated. Thinking about it I can't see the development plan from here. Where is the fence relative to the property line?

Beam: It would be on the extreme north. I guess the fence itself would be set in on top of the berm so you would have some slope that would come up to the top of the berm and then you would have some slope. So, it wouldn't

be exactly on that property line just to get it to the highest point of the berm to kind of maximize the height of the buffering.

Lack: So, the toe of the berm would be at the north end of the property line?

Beam: Yep.

Anthes: I would like to remind commissioners, I appreciate you offering additional information, but we are reviewing a rezoning request and not a large scale development. So, just want to keep that in mind.

Clark: I have a question for the presenter. The property that you are talking about, the 2.78 acres does not front Highway 16 does it?

Beam: That is correct.

Clark: The front part that does front the highway is already zoned commercial correct?

Beam: That is correct.

Clark: Ok. None of this touches the highway.

Beam: None of this property does touch the highway. The property itself obviously fronts, the zoning line cuts through this property at an odd angle so with this C-1 effectively what we are doing, in order to the develop the property and comply with C-1 is down-zoning that C-2 front portion because you're not going to get anything on that back portion.

Clark: Well, actually you're up-zoning from RSF-5 to neighborhood commercial in that particular spot that does not front the highway, right?

Beam: That is correct.

Clark: Ok, thank you. That was my question.

Anthes: Are you finished?

Clark: No, you'll have to come back to me.

Anthes: Ok. I did have a question for staff about that. We have a split zone on the property right now and what is proposed is yet another split zone. Can you talk about why staff recommended or why the C-1 was requested rather then C-2, which would bring the property into the same zoning?

DRAFT

Pate: Staff had discussed the potential for C-2 to make this entire parcel one zoning as opposed to a split zoning as it is now. We felt however though that the C-2 zoning adjacent to the frontage, the uses that are allowed within that zoning would be, have more of an impact directly adjacent to a single family residence. If you notice in your C-1 and C-2 permitted uses they vary dramatically; C-1, for instance, states that it is designed primarily to provide convenience goods, personal services for persons living in the surrounding residential areas, and C-2 goes so far as to say that it is a functional grouping of commercial enterprises catering to highway travelers. So, you can see the big difference in just the description there so we felt it was important to have a transition. The setbacks, height regulations, bulk and area requirements are virtually the same. It is just a matter of change of use between the two.

Anthes: So, basically what staff was looking at is a Neighborhood Commercial development rather then a highway commercial development.

Pate: Correct.

Anthes: I guess that's, you know, this is a rezoning request but we have been provided with a sketch of what could go here and I'm looking at how much land is required to provide a neighborhood commercial center with walk-ability and a grocery and that sort of thing versus what is being shown which is a rather large store, looks like some smaller stores and two out lots with their associated parking. And to me that looks much more like a regional or highway development pattern. So, my question is, and I came to this, we toured this site, I came to this meeting tonight thinking that, you know, it wasn't necessarily incompatible and we have plenty of things in our ordinances to allow for buffering between residential and commercial areas. I thought about in our neighborhood, the IGA at Lafayette Street and the historic district. While that was built prior to our current development ordinances which would require much more screening and buffering, that is a successful adjusted position. And yet I'm thinking about the intent of what staff is asking or has recommended with this rezoning request to C-1 and I'm wondering if we actually need that amount of land to be rezoned to accomplish a neighborhood commercial center rather then a regional one that is shown or highway commercial type development that is shown. Is there further discussion?

Clark: Madame Chair?

Anthes: Commissioner Clark.

Clark: I have, we talked about not in my back yard, well unfortunately this is literally in my backyard. I live up Stonebridge and I am a member of this

association. Even if I weren't however, I think I would still have concerns about this particular rezoning. You're talking about 3.92 acres that are already zoned commercial C-2 along Huntsville. That to me is sufficient too, I'm surprised that you didn't request rezoning for that to be C-1 quite honestly. But regardless, that could still happen. You have commercial space along the highway to accommodate whatever type of commercial growth that would be fitting. To call it C-1, with the purpose of C-1, is designated primarily, and I'm reading from the code, to provide convenience goods and personal services for persons living in the surrounding residential area, when those people are here telling us they do not want it, sounds incredibly counter-intuitive. There is a lot of traffic in that area coming from the Elkins corner and it's true there are no services afforded to those folks in that area. But my neighbors who live in the City of Fayetteville want a buffer between their established neighborhood and commercial development. I think they are more than realistic in believing that development will occur on that corner. I think they just want to maintain a buffer and the RSF-4 does that quite nicely. And when you say it is more for pedestrian services, I dare you to walk down Stonebridge some time in the day. It is not a healthy place to walk, none of it. And with Stone Mountain going in on top of a street that does not have curb, gutter, or sidewalk, far out of the realm where this development is going in, is still putting your life in the hands of people that I don't want to put my life in the hands of. It is dangerous. Wyman Road is a very narrow road as well and you are going to be forcing more traffic on it. I think that we need to talk about a buffer. With a C-1 there is a 20' rear setback. Now this is an established residential community that has been there for many many years. They have a lot of older folks, a lot of younger folks, and they stay in the prospect of a commercial development 20' from their backyard. That just boggles my mind. The developers have been very forthcoming about what kind of developments they want to put there, but that's not what we are talking about. No matter what promises they make right now about setbacks, berms, fences, et cetera, doesn't matter. We are talking about zoning. We're not talking about the large scale development. They could turn around and flip this property and sell it and who knows what could go in and all those promises to the neighborhood could be gone. Not that you guys would do that, but it is possible. I think that a buffer is still needed. I think there is plenty of space to develop something that is C-1 along Huntsville, certainly something that is commercial along Huntsville on that corner. So, I will have to oppose this rezoning and hope that you will come back requesting that the C-2 be rezoned C-1 so you could be something that is less intense but still commercial on that corner. Still maintaining the RSF-4 as a buffer between the commercial and this neighborhood.

Anthes: Commissioner Clark, I guess I have a comment to that and I guess I'm wondering, one, RSF-4 is not really a buffer for another RSF-4. I mean we have RSF-4 and if we develop that as C-2 as it is there will be requirements associated with that and there will still be a residential adjacent to that C-2 with a certain prescribed setback. So, I'm a little confused about the comment about this being -

Clark: I guess I'm being a little more practical in thinking that even if it's higher density, a higher density residential in this little triangle might be more suitable then a commercial.

Anthes: This is leading to a question about a Planned Zoning District. I noticed in the staff report that you had spoken to the applicant about using a PZD for development of this property. Can you enlighten us to the outcome of that conversation?

Pate: The applicant has chosen at this time just to proceed forth with this particular request. Obviously to get some comments from the Planning Commissioners about their feelings and obviously the public comment, the benefit of the public comment as well to understand. Obviously, if the drawing before you came forward as a PZD would you support it in the same type of configuration? So, I think that is part of the applicant's desire before this Commission, is to understand that if a PZD were presented in a manner similar to what they have presented with the buffers and things they can commit to with the Planned Zoning District, what the potential outcome might be.

Anthes: Can I make one other comment? I do want to assure the neighbors that no matter what, any neighbor in any residential zoning that adjoins a commercial zoning in the City of Fayetteville there are particular regulations in terms of fences, lighting, buffering, and that sort of thing. So, it's not that the developer would be offering something that they might withdraw, but that there are specific ordinances and you can read them on the City's website at accessfayetteville.org. Also, sidewalks and street improvements, unfortunately in the City of Fayetteville we are not ahead of those things. They come with development and so that profile would probably change with development of the area as well. Go ahead.

Beam: Yes, I would just like to respond to some of Commissioner Clark's comments and also -

Anthes: I don't think she asked for a response.

Beam: Ok, well I, may I add just a few things then?

Anthes: If we address a question your way, feel free to answer it. Are there further, is there further discussion?

Graves: Madame Chair.

Anthes: Commissioner Graves.

Graves: I guess, just as I look at this, on our zoning map we've got C-2 across Stonebridge directly across from this piece of property and as the chair has indicated if you leave this RSF-4 you still end up at some point, if it develops as RSF-4, with houses budded up against the C-2 that fronts Highway 16 to the south. So, you still have a residential neighborhood but up against heavier uses, heavier commercial uses. So, from the standpoint of just looking at it as a rezoning, and I understand you can't erase from your mind that you've seen pictures that the developer brought tonight, but really those are not things that the developer can commit to at this point. It has been stated the developer could sell this piece of property after getting it rezoned and it could come through as a large scale development with a completely different look to it. So, from the standpoint of just the zoning part of it, it would make sense to me to have a C-1 transition between RSF-4 and C-2, and take up the concerns that the neighbors expressed at the large scale development stage. And I understand with rezoning we do look at traffic which is one of the concerns that has been raised. But again a lot of the concerns seem to be about walking and walk-ability and there is certainly the opportunity to connect this neighborhood to this tract without having to walk down Stonebridge and there is also the ability to require at the large scale development stage the development of sidewalk and so forth along the frontage of the property along Stonebridge. And so, it can be made more walkable and safer than it is right now with nothing on that piece of property if it were to develop at C-1. And so, just looking at the rezoning part of it, I understand everybody, neighbors and some Commissioners are always more comfortable if you get the PZD but we can't require it of every developer who wants to put in a commercial project to do it through the PZD process. We take it as we get it and this is a proposal for C-1 and it's in what I believe is a good transition parcel between the RSF-4 and C-2 zoned property along Highway 16 and the rest comes up at large scale development. And you're either comfortable with that or you're not and so I would suggest, I am comfortable with it and support the rezoning and obviously there are others who are not, but I don't know that we need to address the configuration and the layout and so forth because it could all be for not anyway.

Ostner: Madame Chair?

Anthes: Commissioner Ostner.

Ostner: I have a question for staff. If this were to be approved, forwarded tonight and approved by the City Council, with a split zone, I'm looking at that middle panel where they are showing the current zoning. Could a C-2 basically utilize its pink part, that's C-2, and simply use the C-1 for parking and still be in compliance.

Pate: Yes, because the parking lot would be a use-by-right in both of those zoning districts.

Ostner: Ok, so, it's foreseeable if this passes that there won't be any real obvious dramatic berms and lines and it could simply be a mixture.

Pate: You mean between the C-2 and C-1 zoning lines?

Ostner: Right, where the project simply utilizes that triangle in a different manner.

Pate: Yes.

Ostner: Ok, can it also be possible that the uses in the C-2 would be compliant and would simply build a building and a use and a C-1 that is also similarly compliant that would be on the list and there would be 1 parking lot.

Pate: The uses that would be permitted in the C-1 zoning district, so let's say a strip center were built across the line -

Ostner: Dry cleaner.

Pate: Right, only those uses permitted in C-1 would be allowed in that zoning district and those in C-2 would be allowed in C-2 zoning district. So, it is very specific about what uses are permitted.

Ostner: Ok. I just wanted to say that, I wanted to be clear about that. Ok, this is difficult. Both sides have good reasoning behind them. I don't think I can vote for it though only because, no, I don't want to require a PZD, but in awkward tricky little spots like this, instead of denying, that would be an option in the future. That's just one commissioner speaking. I would have to vote against it because I don't think that the C-1 is appropriate. There is a lot of commercial zoned land around this area. It's not like the city is lacking and really needing this area to be expanded. So, that's pretty much where my comments fall.

Anthes: Thank you, Commissioner Ostner. Is there further discussion?

Lack: Madame Chair?

DRAFT

Anthes: Commissioner Lack.

Lack: I'd like to ask staff for a little bit of clarification and just to see that I'm reading this correctly. I'm trying to get a good grasp on the proportion of the land to be rezoned. Looking at sheets 18 and 20 specifically, which show a, basically a four sided, shaded area, and when I look at the board that the applicant has put forth, even on sheets 18 and 20 that the line which seems to represents C-2 cuts through that shaded area. Are we talking about the shaded area of sheet 18 and 20 or are we talking about a smaller triangle that has really no frontage on Stonebridge Road except where it meets at a point?

Pate: I have to ask the applicant. There may a portion of the C-2 that's actually being rezoned C-1 as well, but I'd have to ask the applicant who surveyed this property to answer that.

Anthes: Did you understand the question?

Beam: Yeah, I did. The intent is just the portion of the RSF-4 and I think that is based on the zoning line on that sheet 18, Commissioner Lack, that you see, that C-2 line, this dark hatched area does extend a little bit farther south, I guess. Then that line and the only portion that we are considering rezoning actually. If you took the line on the C-2 that you see on the west side and extended it up and just connected a straight line up across to the northeast, that would be section that is actually being rezoned. Is that, did that answer you question?

Lack: That did, it is actually a smaller piece of property -

Beam: Yeah. It is slightly smaller then the dark hatched portion in the board.

Anthes: Would staff concur with that? It looks like on our page 18 of 20 if we did a connect-the-dots between the C-2 line that appears on either side of the shaded box, we get a triangle with no frontage or almost no frontage on Stonebridge?

Pate: Based on my limited knowledge of what legal description was submitted, these maps were created by a legal description, a shape file, it's a polygon in our GIS system so this is actually reflecting the legal description that was submitted and reviewed by our GIS division. So, there sounds like there may be a discrepancy in what the applicant is stating and what was actually submitted.

Clark: Ok, I'm fairly confused again.

DRAFT

Anthes: Just a second, let's follow up and see if, have you done a survey of the property and seen the geometry of that?

Beam: Yes, we have and I had our surveyors prepare a legal description and it may be based on his judgment that that zoning line did cut across slightly differently then what is reflected here. The, as far as zoning lines and this case, there wasn't anything that established, we can't get a survey from the city that states the current zoning line. So, what we did, based on the zoning maps that were published, tried to establish where that zoning line lies and prepared a legal description based off of that. Our intent is to not change any portion of the C-2. If we do change a portion of the C-2 to match the legal description that was submitted, we could do that as well.

Lack: I guess my concern with that is when I look at the board, which I take as it looks like that's off of the city's website, the official zoning map, and that cuts across from the corner of the property. I question whether the property is developable under the current zoning and I don't know that that has a requirement to allow a rezoning, but I would think that it is a factor. And so I just wanted to try to get clear on that because as we discuss this and consider where we are going with this and whether we would vote for that, I think it is a factor to me and I think that the C-1 portion of this would have some tendency to control what would happen on the site. While although the rest of the site is not to be rezoned C-1 at this time. And with that I think I'm tipping at this time to the side to favor this. I like the idea of having the retail close to the neighborhood. I do think that in the future it seems reasonable that Stonebridge will be upgraded and that it would create a good walkable condition. That's all.

Anthes: Thank you Commissioner Lack. Question of staff, the percentage of C-2 to RSF-1 or C-1 if this were approved, seems to be weighing in to the decision making of Commissioners. Do we have any real certainty if we're looking at just the wedge or the triangle and if so would we want clarification on that before we made a decision?

Pate: If the Planning Commission forwarded the request as it is currently submitted, we would rely on the legal description that has been submitted and checked by the GIS division and exhibit preparer. However, it is the applicant requesting the rezoning, so if this legal description is not what they are requesting then it would need to be changed. Just again, rough measurements, the history behind this diagonal swath across properties is because many decades ago the City annexed Lake Sequoyah and annexed 300' on either side of Highway 16 so it's about a 600' swath. That zoning line as scaled out on this map is 300' off of the right-of-way of Highway 16 in this location. So, that kind of furthers my thoughts that the zoning

description or the legal description provided by the applicant does go further south, though I don't know that would change a lot as Commissioner Ostner mentioned. There is no great change other then the uses permitted within those zoning districts and that's really the biggest difference between the two.

Anthes: So, the graphic as shown might very well be request for an RSF-4 to C-1 and then a portion of the lot from C-2 to C-1.

Pate: Correct.

Beam: May I clarify our position there?

Anthes: Please.

Beam: I think we would be fine with going with the legal description as it is submitted. So, if it be that a portion of that is C-2 that's been zoned down to C-1, I think that that would not be detrimental to our development purposes.

Anthes: Ok. I think staff did require that there would be comments taken from the Commission on whether or not we saw a PZD and that configuration in front of us, whether or not we would approve it. Is that correct Mr. Pate?

Pate: If you so desire.

Anthes: Ok. I guess we don't usually talk about that during rezoning, but that was brought up so. Personally, I think that the layout the way it's shown looks like a regional commercial center and not a neighborhood commercial center and it wouldn't be very interesting to me as a PZD in that configuration.

Harris: Madame Chair I would agree with that. Although this is hypothetical, I would be looking for something that seemed more akin with neighborhood commercial and buffer, sorry.

Anthes: Is there further discussion, comments, or motions?

Ostner: Yes, excuse me, Madame Chair.

Anthes: Commissioner Ostner.

Ostner: Weighing in on that, for the applicant's request that is a commercial center that is not trying to impact the neighborhood whereas a PZD in my mind accepts the fact that it's going to be part of the neighborhood and tries to

DRAFT

dialogue with it. Tries to interact in a gentle way instead of the berm concept, it might actually front a street with a mixture of housing and very low impact commercial to dialog with that residential area, that's my opinion on an extremely hypothetical situation.

Graves: Madame Chair -

Ostner: On just one other thing, we talked a little bit about buffers and screens and the sort of comparison to the intersection of College and Lafayette was mentioned. There is a big difference between this area and that. They can seem similar but that area is just basically choked with intercity traffic that it's not a highway thoroughfare, this is. People go by here and keep going, you know, hours on their journey and come back home. That little area not far from this building might get some highway travelers but they are all wishing they were taking another route and they might take another route, these guys probably don't have a choice, that's their only route. That's a big difference, so speed and volume dictates a lot of how people will behave and I think this should not be zoned C-1.

Graves: I'm going to move for approval of Rezoning 06-2088.

Anthes: A motion to approve or forward by Commissioner Graves, do I hear a second?

Lack: Second.

Anthes: Second by Commissioner Lack, is there further discussion? I guess I'd like some clarification from staff on the vision of the area. We have a General Plan 20/20 that talks about what we expect to see in certain areas of our city and we also have a City Plan that we've been looking at different areas that has not been adopted yet I find myself really torn on this one and I think it because the zoning around this area is really chaotic, there is a little bit of everything. And I'm not quite sure what the vision is and that's why I latched on to when you talked about Neighborhood Commercial and that being a vision.

Pate: When this area, and again this vision is based on our General Plan 20/20 which has been adopted by the Council so that's what drives the Planning Commission to either approve or deny rezonings. And in this area it is indicated that this would be primarily for a commercial type of location. Obviously, the zonings don't always reflect that and you see with every rezoning request that you look at, in this particular case you have a C-2 which is a regional commercial type of use, but it is not necessarily consistent with the Neighborhood Commercial, although it is already existing. You have C-1 across the street, you also have residential across

DRAFT

the street that could be developed, but there is also some issues to deal with a little further south. In this area we are seeing a lot of growth to the south and the north as some of the applicant, and Commissioners, or something the citizens and Commissioners mentioned on Stone Mountain and also off Dead Horse Mountain Road. The Commissioner's and Council's idea of this area in 2001 on the General Plan 20/20 was to provide an area of services so that citizens would not have to travel all the way to Harps on 265 and Mission or Wal-mart neighborhood area or to Highway 16 on the west side of town. So, I'm not necessarily saying this is a prime location for a grocery store, but it is an area that the Council has indicated is a good place for neighborhood services.

Anthes: Thank you Mr. Pate, is there further discussion? Will you call the roll?

Roll Call: The motion to approve RZN 06-2088 fails with a vote of 4-4-1.

Anthes: Thank you.

DRAFT

Added at Agenda Session 7/25/06

ALDERMAN AGENDA REQUEST FORM

C. 8.

FOR: COUNCIL MEETING OF AUGUST 1, 2006

FROM: ALDERMAN SHIRLEY LUCAS

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Accept The Territory Described By The County Court's Order No. CC 2006-17 Annexing The Territory Into The City Of Fayetteville

APPROVED FOR AGENDA:

Shirley Lucas — July 21, 2006

Shirley Lucas
Alderman
Date

Kit Williams — July 17, 06

Kit Williams
City Attorney (as to form)
Date

RECEIVED
JUL 21 2006
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

ENTERED 7/21/06

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE TERRITORY DESCRIBED BY THE COUNTY COURT'S ORDER NO. CC 2006-17 ANNEXING THE TERRITORY INTO THE CITY OF FAYETTEVILLE

WHEREAS, all of the real estate owners of a parcel of land contiguous to the City of Fayetteville petitioned the Washington County Court to be annexed into the City of Fayetteville; and

WHEREAS, after thirty days from the date of filing had elapsed and upon proper repeated publication of the notice of the hearing in a newspaper, the Washington County Judge held a proper hearing in which interested persons were allowed to appear and contest the granting of the petition; and

WHEREAS, the County Judge being satisfied that the allegations of the petition were sustained by the proof, that all of the owners of real estate signed this petition requesting to be annexed into Fayetteville, that the territory requested to be annexed has been accurately described and an accurate map thereof made and filed, and that the prayer of the petition was right and proper therefore entered its order granting the petition and annexing the territory on July 31, 2006.

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 accepts the territory described in County Court Order No. CC 2006-17 (attached as Exhibit A) into the City of Fayetteville as soon as legally possible so that this territory shall be deemed and taken to be a part and parcel of the limits of the City of Fayetteville and its inhabitants shall have and enjoy all the rights and privileges of the inhabitants of Fayetteville.

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

C. 9.

Fayetteville
ARKANSAS

OPERATIONS DIRECTOR

To: Mayor and City Council
From: Gary Dumas
Date: July 26, 2006
Re: Scull Creek Trail / Hoskins Agreement

After learning of the unease of some Council members concerning the median break and questions about the *park* value of the 2.5 acres of the total 7.39 acres that the City was to receive in the trade for Scull Creek Trail corridor and green space, the developer has requested that this item be tabled indefinitely.

Staff will continue to work with this developer and Council to hopefully reach an agreement.

113 West Mountain
Fayetteville, Arkansas 72701
Office phone - 479-575-8330
Fax - 479-575-8257
E-mail - gdumas@ci.fayetteville.ar.us

Added at Agenda Session 7/25/06

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

8/1/2006
City Council Meeting Date

Matt Mihalevich	Engineering	Operations
Submitted By	Division	Department

Action Required:

Approval of the trade of .75 acres of City of Fayetteville owned property north of Joyce Blvd. at a rate of 3:1 for 2.25 acres of property owned by Mr. Tracy Hoskins located north of Shiloh Drive along Scull Creek. In addition, approval of the purchase of an additional 2.5 acres of the same parcel owned by Mr. Hoskins at $40,000/acre plus closing costs and approval for Mr. Hoskins to bank the remaining 2.64 acres for future parkland dedication requirements resulting in the acquisition the 7.39 acre parcel to become park land and trail corridor for Scull Creek Trail.

$ 105,500.00	$ 555,000.00	Scull Creek Trail Corridor
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.6600.5805.00	$ 51,800.00	Miscellaneous
Account Number	Funds Used to Date	Program / Project Category Name
05039	$ 503,200.00	General
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] Budget Adjustment Attached [X]

Department Director — Date 7.24.06

City Attorney — Date 7-25-06

Finance and Internal Service Director — Date 7/25/06

M. — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office ENTERED 7/25/06

Received in Mayor's Office ENTERED 7/25/06

Comments:

City Council Meeting of August 1st, 2006
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Matt Mihalevich, Trails Coordinator

Date: July 18, 2006

Subject: Scull Creek Trail/Hoskins Agreement

RECOMMENDATION

Approval of the trade of .75 acres of City of Fayetteville owned property north of Joyce Blvd. at a rate of 3:1 for 2.25 acres of property owned by Mr. Tracy Hoskins located north of Shiloh Drive along Scull Creek. In addition, approval of the purchase of an additional 2.5 acres of the same parcel owned by Mr. Hoskins at $40,000/acre (the current Parks & Recreation Division cost per acre for money in lieu) plus closing costs and approval for Mr. Hoskins to bank the remaining 2.64 acres for future parkland dedication requirements resulting in the acquisition the 7.39 acre parcel to become park land and trail corridor for Scull Creek Trail.

BACKGROUND

The City of Fayetteville owns four parcels of land which were acquired for the construction of Joyce Blvd east of Gregg Ave. The city has no use for this property as it is narrow and unbuildable. The only value of the property is to the adjoining property to the north. Mr. Hoskins is purchasing the adjacent property to the north and desires to acquire this property. In order to accommodate the design of the project and utility locations, Mr. Hoskins may acquire the two remaining tracts to the west. If these tracts are acquired, Mr. Hoskins would like to reserve the right to trade for the .48 acre remnant of city property shown on the attached map as tract Z. Mr. Hoskins also is requesting a median break as shown on the attached map.

Mr. Hoskins owns property 7.39 acres adjacent to Scull Creek north of Shiloh, immediately north of the section of Scull Creek Trail recently paved on the Washington Regional Medical Center property. Scull Creek Trail is identified on the Fayetteville Alternative Transportation and Trails Master Plan and is currently the highest priority trail for the City of Fayetteville. A 0.6 mile section is under construction from the South side of Fulbright Expressway under Appleby Street and south to Gordon Long Park. In the future, this 12' wide multi-use trail will continue south along Scull Creek to the Walton Arts Center parking lot where it will connect to the recently completed section of Frisco Trail. To the north, Scull Creek Trail will pass under Fulbright Expressway through an existing box culvert and continue north along Scull Creek to connect to the existing Mud Creek Trail at Steel Boulevard. In order to make this connection, access

must be obtained from Mr. Hoskins. In an effort to acquire this important corridor, staff proposed a combination land trade, land acquisition and banking of park land. After a series of discussions, this proposal is acceptable to Mr. Hoskins.

DISCUSSION

Access through Mr. Hoskins' property for Scull Creek Trail is essential to completing the connection from existing Mud Creek Trail south to the first section of Scull Creek Trail currently under construction. The 1.23 acres of land along Joyce Boulevard was left over from the process of acquiring land for extending Joyce Blvd. to Gregg St. and has no use for the City of Fayetteville or its citizens. The trade of this unneeded land along Joyce Blvd. will provide a much needed trail corridor and adjacent green space for recreation and alternative transportation. This proposal is consistent with the ideas from the City Plan 2025 of providing enduring green networks within the City of Fayetteville. In addition to insuring land for Scull Creek Trail, this proposal will also provide needed park land for the residents of the surrounding area. Currently there are no parks within ½ mile of this property. Additionally this land will provide space for trail parking and trail head amenities including informational kiosks, picnic tables, and benches.

Of the five remnant parcels left over from the construction of Joyce Blvd., the City of Fayetteville owns four totaling 1.23 acres and one is privately held. This privately owned parcel isolates the one remaining .48 acre city owned parcel at the corner of Joyce Blvd. and Gregg Ave. Mr. Hoskins would like to trade for the three contiguous tracts totaling .75 acres and obtain an option to trade from his banked parkland for the .48 acre tract nearest to Gregg. at the same 3:1 ratio.

Acreage from City owned Parcels along Joyce Blvd of interest to Mr. Hoskins.	.75 Acres X 3 = 2.25 Acres
Proposed Purchase by the City of Fayetteville	2.5 Acres
Proposed Banking the remainder for the NW Quadrant	2.64 Acres
	7.39 Acres Total

BUDGET IMPACT

*Cash – 2.5 acres at $40,000/acre	$100,000
- Survey	$4,000
- Closing Cost and cost of transfer of property	$1,500
	Total = $105,500

For reference, if Mr. Hoskins were interested, which he has indicated he is not, the City of Fayetteville could purchase approximately 2.08 acres of the 7.39 acre parcel from Mr. Hoskins for parkland and trail corridor for Scull Creek Trail. The price for the land would be based on the current park land dedication cost per acre of $40,000 per acre. With this scenario, no additional parkland would be obtained.

City Council Meeting of August 1st, 2006
Agenda Item Number

BUDGET IMPACT - ALTERNATE

*Cash – Survey	$1,500
- Closing cost, Survey and cost of transfer of property	$1,500
*Cash – Purchase at to be determined appraised price	$83,200
	Total = $86,200

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A TRADE AND PURCHASE OF LAND, A BUDGET ADJUSTMENT OF $105,500.00 AND THE BANKING OF 2.64 ACRES FOR FUTURE PARKLAND DEDICATION REQUIREMENTS

WHEREAS, the City of Fayetteville owns a swath of property totaling .75 acres along the north side of Joyce Boulevard in Johnson, Arkansas that was acquired for the Joyce Street extension, but is excess now and not needed for corporate purposes; and

WHEREAS, Tracy Hoskins owns a 7.39 acre parcel along Scull Creek that would be useful to the city for the connection of the Scull Creek Trail and for park purposes; and

WHEREAS, Tracy Hoskins owns parcels of land on the north side of the excess City of Fayetteville property along Joyce Boulevard and desires to trade portions of his property along Scull Creel for this excess City property and then sell or bank the remainder of the 7.39 acres as parkland.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby agrees to trade the .75 acres of excess City Property along the north side of Joyce Boulevard (shown on Exhibit A) for 2.25 acres out of the 7.39 acre parcel owned by Mr. Tracy Hoskins along Scull Creek (shown on exhibit B).

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to purchase 2.5 acres of the 7.39 acre parcel owned by Mr. Hoskins for $40,000.00 per acre, plus closing costs for a total of about $105,500.00, and agrees to the Budget Adjustment in the amount of $105,500.00 attached as Exhibit C.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby accepts the banking of the remaining 2.64 acres of the 7.39 acre parcel as parkland for Tracy Hoskins' subsequent residential development obligation within this park quadrant pursuant to U.D.C. §166.03 (K)(1)(i).

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

Scull Creek Trail
Hoskins Agreement

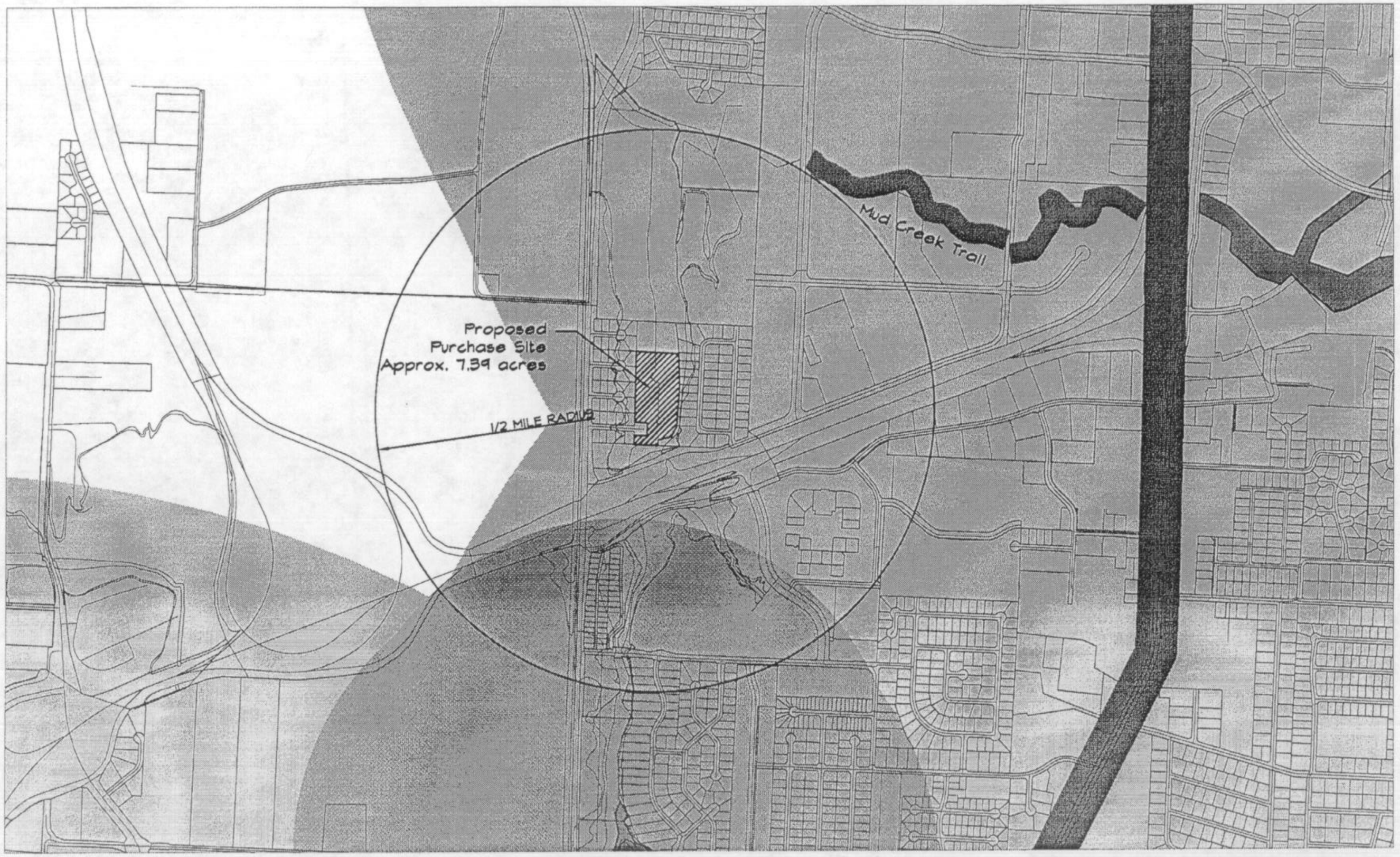
0 100 200

Sheet 1 of 2

Scull Creek Trail
Hoskins Agreement

0 100 200

Sheet 2 of 2

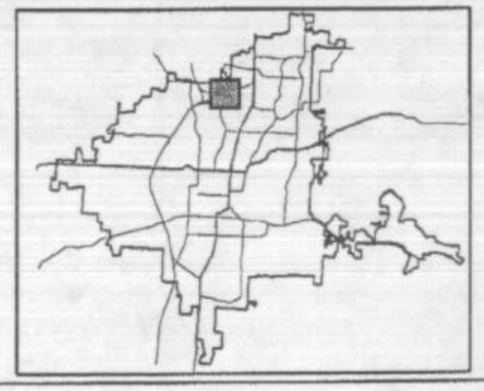


Scull Creek Trail/Hoskins Agreement

0 800 1600 2400

Legend

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



PROXIMITY MAP

Hoskins

PROJECT NAMEOR

AAJ

APPROVED

08-12-09

RECOMMENDED

N.A.

N.A.

FILE: DRAWING: DATE:

ATLAS PAGE NO.: SHEET 1 OF 1 SHEETS

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested	Adjustment Number
2006		8/1/2006	

Project or Item Added/Increased:

$105,500 is requested in the Land acquisition account in the Scull Creek Trail Corridor project.

Project or Item Deleted/Reduced:

None. This adjustment is to recognize $105,500 in the Greenspace Fees NW revenue account.

Justification of this Increase:

Funding will be used for the purchase of land to become park land and trail corridor for Scull Creek Trail.

Justification of this Decrease:

This is an administrative budget adjustment.

An unencumbered balance of $214,541 currently remains in NW green space escrow.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Land acquisition	1010	6600	5805	00	105,500	05039	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Greenspace Fees NW	1010	0001	4419	00	105,500	05039	1

Approval Signatures

John Nelson — Requested By — 7/18/2006 Date

Budget Manager — Date

[illegible] — Department Director — 7-19-06 Date

Finance & Internal Services Director — Date

Mayor — Date

Budget Office Use Only

Type: A B C D E

Posted to General Ledger — Initial — Date

Posted to Project Accounting — Initial — Date

Entered in Category Log — Initial — Date

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 1, 2006

A meeting of the Fayetteville City Council will be held on August 1, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

Presentation on the 2005 CAFR given by Adam Motherwell, Audit Committee Chairman– Agenda Session Only

A. CONSENT:

1. **Approval of the July 17, 2006 Special City Council Meeting Minutes and the July 18, 2006 City Council Meeting Minutes.**

2. **Arkansas Outdoor Grant Program:** A resolution authorizing the Mayor to apply for an Arkansas Parks and Tourism Outdoor Recreation Grant in an amount not to exceed $125,000.00 for improvements to Sweetbriar Park, Bryce Davis Park and Gulley Park.

3. **Finger Park Playground Contract:** A resolution awarding RFP 06-14 and approving a contract with ARKOMA Playgrounds in the amount of $139,996.94 for the purchase and installation of an ADA accessible playground at Finger Park; and approving a seven percent (7%) contingency in the amount of $9,843.00.

4. **ADM 06-2178 Growth Group EJ Ball Renovation:** A resolution for ADM 06-2178 approving encroachments into the City's right-of-way for the purpose of constructing entrance and dining canopies on the south and west sides of 112 West Center Street, as described and depicted in the attached exhibit.

5. **Don Spann Architects Fire Station #3 Design:** A resolution approving a contract with Don Spann Architects in an amount not to exceed $105,300.00 for design and oversight of the replacement of Fire Station #3.

B. UNFINISHED BUSINESS:

1. **ANX 06-2125 Dunnerstock/Foster:** An ordinance annexing that property described in annexation petition ANX 06-2125 (CC2006-5), for property located at the north end of 59th Avenue, off Wedington Drive, containing approximately 60.20 acres. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

2. **RZN 06-2126 Dunnerstock/Foster:** An ordinance rezoning that property described in rezoning petition RZN 06-2126, from approximately 60.20 acres, located north of Wedington Drive, at the end of 59th, for R-A, Residential Agricultural to RSF-4, Residential Single-Family, 4 units per acre. **This ordinance was left on the Second Reading at the July 18, 2006 City Council Meeting.**

C. NEW BUSINESS:

1. **Improvement District No. 17 – The Villas at Stonebridge:** An ordinance to establish and lay off Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge.

2. **Allcom Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a month–to–month billing arrangement with Allcom Communications in the amount of $26,075.00 to provide paging services.

3. **Alltel Communications:** An ordinance waiving the requirements of formal competitive bidding and approving a proposal from Alltel in the amount of $36,043.00 to provide cellular phone services for a period of 24 months.

4. **RZN 06-2140 (Washington Regional Medical Center):** An ordinance rezoning that property described in Rezoning Petition RZN 06-2140, for approximately 61.5 acres, located east of Gregg Avenue, north of Appleby Road from R-O, Residential Office, and C-1, Neighborhood Commercial, to P-1, Institutional.

5. **VAC 06-2139 (Washington Regional Medical Center):** An ordinance approving VAC 06-2139 submitted by Washington Regional Medical Center for property located north of Appleby Road and west of Northhills Boulevard, vacating all utility easements reflected on easement plats filed for record on April 10, 2000 (Book 16, Page 72), November 29, 2001 (Book 17, Page 96) and June 03, 2003 (Book 23A, Page 47) and vacating a portion of Northhills Boulevard right-of-way as described on Exhibit "A".

6. **VAC 06-2138 (Corral):** An ordinance approving VAC 06-2138 submitted by Alan Reid for property located at 1182 Summersby, vacating a 39 square foot portion of the utility easement located within the subject property.

7. **RZN 06-2088 Tri City Investments Appeal:** An appeal of the Planning Commission's decision to deny a rezoning request from RSF-4 to C-1 on approximately 2.78 acres of property located northwest of Huntsville Road (Hwy 16) and Stonebridge Road.

D. INFORMATIONAL:

City Council Tour: July 31, 2006 - 4:30 PM

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

1-Aug-06
City Council Meeting Date

David Wright/Connie Edmonston	Parks and Recreation	Operations
Submitted By	Division	Department

Action Required:

Resolution approving Parks and Recreation to submit an Outdoor Recreation Grant to the Arkansas Department of Parks and Tourism, in an amount not to exceed $125,000.

Not to exceed $125,000	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
2250-9250-5806.00	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
Numerous projects	n/a	n/a
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — Date 7-13-06

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

City Attorney — Date 7/14/06

Received in City Clerk's Office — ENTERED 7/13/06

Finance and Internal Service Director — Date 7/14/06

Received in Mayor's Office — ENTERED 7/14/06

Mayor — Date 7/14/06

Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor Coody and City Council

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

FROM: David Wright, Recreation Superintendent DW

DATE: July 13, 2006

SUBJECT: Resolution to apply for Arkansas Outdoor Grant Program

Background

The Land and Water Conservation Fund (LWCF) is a federal program with funds derived from the sale of federal surplus real estate property, federal motor boat fuel tax, and Outer Continental Shelf mineral receipts. The Arkansas Natural and Cultural Resources Grant and Trust Fund (NCRGTF) is a state program with funds collected from a tax on the transfer of certain real estate in the State of Arkansas. LWCF and NCRGTF funds are included in the Department of Parks and Tourism's Outdoor Recreation Grants Program for funding outdoor recreation facilities. Only incorporated cities and counties may apply. This is a 50/50 reimbursable matching grant with a $250,000 maximum request on matching funds. Last year, Arkansas Parks and Tourism awarded our City with $115,128 for construction of The Botanical Garden of the Ozarks at Lake Fayetteville. In 2004, the City of Fayetteville was awarded $40,000 for construction of Braden Park. In 2002, the City of Fayetteville received $100,000 for construction of Grinders Skate Park at Walker Park. This year's grant deadline is August 27, 2006. A resolution from the City of Fayetteville is required to apply for the grant.

Current Status

On, June 19th and June 20th public meetings were held at Sweetbriar Park and Bryce Davis Park to gather input from the public of their recreational desires and to prioritize an eligible grant project. An outreach to groups such as ethnic minority populations, the elderly and persons with disabilities was attained through group meetings. It was determined after obtaining public input that a grant for improvements to each of these parks be submitted. Improvements to Sweetbriar Park will include removal of outdated play equipment, installation of ADA accessible play equipment and picnic area. Bryce Davis Park will have the outdated play equipment removed and ADA accessible play equipment installed as well as a basketball court. Improvements to Gulley Park, which will also be included in the request, consist of replacement of the existing pea gravel play surface with an ADA approved soft surface tile. On July 10th, Parks and Recreation Advisory Board endorsed the decision from the public meetings, recommending to City Council that the Parks and Recreation Division complete the grant application.

The grant application must include detailed budgets, plans, specifications and bid documents that are ready for immediate bid and construction. The planned improvements for all three parks are completely ADA accessible. The grant also asks the applicant to specify how the funding meets the needs of the community. These improvements will provide for a safer play area as well as ADA accessible equipment for all citizens, which was a request in the Parks and Recreation Ten Year Master Plan. Improving and upgrading the facilities at these parks will achieve these goals.

This grant contains twelve (12) obligations covering everything from compliance of the Americans for Disabilities Act to property retained in perpetuity for outdoor recreation use. The land and the project our department would like to apply for grant funds each meet these obligations.

Section 6(f)(3) of the LWCF Act states "*No property acquired or developed with assistance under this section shall, without the approval of the Secretary of the United States Department of the Interior, be converted to other than public outdoor recreation use. The Secretary shall approve such conversion only if he/she finds it to be in accordance with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP) and only upon such conditions as he/she deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.*" If this property must ever be used for anything other than recreational use, it is possible to convert the park boundary. Currently, Bryce Davis and Gulley Parks are already contained within a LWCF / Arkansas State Parks Outdoor Recreation Park boundary.

Recommendation

Parks and Recreation requests City Council approval of a resolution to authorize the City, to apply for up to $250,000 from the Arkansas Parks and Tourism Outdoor Recreation Grant Program for the new Botanical Gardens site at Lake Fayetteville.

ATTACHMENTS

Public Meeting Minutes June 19, 2006
Public Meeting Minutes June 20, 2006
PRAB Meeting Minutes July 10, 2006
Conditions of Arkansas Outdoor Recreation Grant
Press Release/Newspaper Articles
Sample Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AN ARKANSAS PARKS AND TOURISM OUTDOOR RECREATION GRANT IN AN AMOUNT NOT TO EXCEED $125,000.00 FOR IMPROVEMENTS TO SWEETBRIAR PARK, BRYCE DAVIS PARK AND GULLEY PARK.

WHEREAS, the City of Fayetteville, Arkansas seeks to improve recreation facilities and wishes to seek grant funding assistance; and,

WHEREAS, in order to obtain the funds necessary to develop and/or improve the site for such a recreation area, it is necessary to obtain a 50/50 Matching Grant from the Arkansas Department of Parks and Tourism's Outdoor Recreation Grant Program; and,

WHEREAS, the City Council of the City of Fayetteville, Arkansas understands the grantee and grantor will enter into a binding agreement which obligates both parties to the policies and procedures contained in the *Land and Water Conservation Fund Grants Manual* including, but not limited to the following: the park area defined by the project boundary map, submitted in the application, must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and; all present and future overhead utility lines within the project boundary must be routed away or placed underground and; the project area must remain open and available for use by the public at all reasonable times of the day and year; facilities can be reserved for special events, league play, etc. but cannot be reserved, leased, or assigned for exclusive use, and; the project area must be kept clean, maintained, and operated in a safe and healthful manner. The City Council of the City of Fayetteville, Arkansas is well aware and apprised of the above-mentioned project, and will provide the local portion of the development cost of the entire 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 authorizes the Mayor to make application to the Arkansas Department of Parks and Tourism for assistance, in an amount not to exceed $125,000.00, for improvements to Sweetbriar Park, Bryce Davis Park and Gulley Park. Therefore, such application shall be submitted as expediently as possible.

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

PARKS AND RECREATION ADVISORY BOARD

Meeting Minutes July 10, 2006

Opening:
The regular meeting of the Parks and Recreation Advisory Board was called to order by Chairman Wade Colwell at 5:30 P.M. on July 10, 2006 in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Present:
Parks and Recreation Advisory Board members Bitler, Colwell, Davis, Bailey, Langsner and new Parks Board member, Free were present; Burke and Davidson were absent; Trail Coordinator Mihalevich, Park Staff Jumper, Curry, Jones, Edmonston, Whillock, Wright, Coles and audience were in attendance.

14. AR Parks & Tourism Grant: David Wright, Recreation Superintendent

Two public meetings were held to gather public input as to recreation needs of our community. A meeting was held on June 19 at Sweetbriar Park with 18 attending and on June 20 at Bryce Davis Park with 13 attending. (See meeting minutes.) These meetings are a requirement of the AR Parks and Tourism Outdoor Recreation Grant application. This grant is a 50/50 matching project to be awarded in 2007. The grant application is due August 27, 2006.

Bitler asked if any other than these parks had requested something.

Edmonston answered it has been requested Mt. Sequoyah Woods have a pavilion. However, no money is available to match. The project will be evaluated and future determination will be made.

Staff Recommendation: Staff recommends to apply for Arkansas Parks and Tourism Outdoor Recreation Grant Funds for replacement of the Davis Park playground and adding a half basketball court; renovation of Sweetbriar playground and picnic areas; and replacement of Gulley Park's large playground gravel surface to meet ADA standards with surface tiles.

PRAB Motion: Langsner moved to accept Staff's recommendation to apply for the Arkansas Parks and Tourism

Outdoor Recreation Grant Funds and to request a resolution by City Council to approve the application process go forward. Davis seconded the motion and it passed by unanimous vote of 6-0-0.

Minutes submitted by Cheryl Whillock

Fayetteville Parks and Recreation
Sweetbriar Public Meeting Minutes

Monday, June 19

At 5:30pm, Connie Edmonston, Parks and Recreation Director called the meeting to order.

Edmonston welcomed the 18 citizens (16 adults and 2 children), and one member of the press, to the meeting and explained how Parks and Recreation needed their input on improvements scheduled to occur at Sweetbriar Park. She explained that the project budget for the improvements was $40,000. This may be enough money for a small playground, or a small pavilion. However if anything additional was wanted, Parks and Recreation would need to seek additional funding.

David Wright, Recreation Superintendent, explained the Arkansas Outdoor Recreation Grant Program. The grant is funded through the Land Water Conservation Fund (LWCF) and a tax on real estate transfers in Arkansas. In the past, Fayetteville Parks and Recreation has received funding through this grant for Grinder's Skate Park at Walker Park, Braden Park. One of the grant obligations is the land will be used for outdoor recreation for perpetuity.

The citizens attending the meeting, anonymously voted for Parks and Recreation to apply for that grant make improvements to Sweetbriar Park.

Edmonston asked the citizens what type amenities they would like to see in the park. The citizens answered the following:

- Pavilion for neighborhood gatherings
- Picnic tables
- Swing Improvements
- Playground – something for the kids
- Tree Identification Plaques
- Benches
- Access to Mud Creek Trail from the park.
- A 2 person swing

Edmonston asked the citizens to prioritize their wishes.

One citizen stated she wished the park would remain a children's park rather than an adult park and voted a playground should be the top priority. The remainder of the group anonymously agreed.

Conversation continued about their second choice for park amenities. The group continued discussing a pavilion for group gatherings, such as birthday parties or neighborhood meetings. Other patrons would rather have picnic tables. Edmonston asked

the group to vote and they voted tied. Both a pavilion and picnic tables received eight votes. Edmonston and Wright asked the group to allow them to go back, take a look at what could be done. Parks would come back with a final rendition prior to construction.

The final highly requested item was linkage to Mud Creek trail.

The meeting adjourned at 6:20pm.

Sweetbriar Park

Public Meeting

June 19, 2006

FAYETTEVILLE
PARKS & RECREATION

Name	Address	Email
Terry Zelinski	2148 Sweetbriar Fay.	tazelinski@cox.net
SANDY HAMILTON	3230 CHARING CROSS	ASHAMILTON@COX.NET
Carol Hanna	2553 E Elaine	anchanna@netzero.com
Imogene W. Stout	2519 Elaine	442 6751
ELMER & JUNE RIDDLE	2526 ELAINE	442 2196
Stacy Beam	2640 E. Sharon	stacy_beam32@hotmail.com
Randall + Rachel Russell	2315 E Elaine	boxrluvr2@hotmail.com
222 Dave Bowman	6 N Greenbrian Dr.	2zBowman@cox.net
MIKE CORSO	2437 SHARON	521-8623

Name	Address	Email
Jeanine Reuse	2234 Sweetbriar	
Barbara + Doug Prichard	2533 Sweetbriar	
Kay Corso	2437 Sharon	
Tamara Spann	2561 Elaine Ave.	
M L Melnichak		
Terry Gott	2957 Oak Bailey Dr	tkgott@gmail.com
Dave Rader	2837 Birdie Drive	

Fayetteville Parks and Recreation
Bryce Davis Public Meeting Minutes

Tuesday, June 20

At 5:30pm, Connie Edmonston, Parks and Recreation Director called the meeting to order.

Edmonston welcomed 13 citizens (12 adults and 1 child) to the meeting and explained how Parks and Recreation needed their input on improvements scheduled to occur at Bryce Davis Park. She explained the project did not have a budget at this time, However, there was money in the Northwest Quadrant to fund the much needed improvements. If very much was requested, we may find it necessary to apply for additional funding.

David Wright, Recreation Superintendent, explained the Arkansas Outdoor Recreation Grant Program. The grant is funded through the Land Water Conservation Fund (LWCF) and a tax on real estate transfers in Arkansas. In the past, Fayetteville Parks and Recreation has received funding through this grant for Grinder's Skate Park at Walker Park, Braden Park. One of the grant obligations is the land will be used for outdoor recreation for perpetuity.

The citizens attending the meeting, anonymously voted for Parks and Recreation to apply for that grant make improvements to Bryce Davis Park.

Edmonston asked the citizens what type amenities they would like to see in the park. The citizens answered the following:

- **Another Basketball Court** – the current court is continuously used and is not big enough to accommodate people who wish to use it.
- **Walk around the Park** – some sort of trail that would allow someone to feel safer when walking. The citizen explained that her statement of "feeling safer" had to do with dealing with traffic on roads or not tripping on stumps. Not with the environment of the neighborhood.
- **Playground** – the current playground is in very poor shape. The surface needs to be replaced and any mulch Parks and Recreation puts into it, seems to disappear. It would be nice to have something age appropriate for the children of the neighborhood.
- **Look at marsh / wetland area** - Is there an opportunity to improve?
- **Larger pavilion** - Maybe with electricity?
- **Restrooms**

Edmonston asked the citizens to prioritize their wishes.

The group overwhelmingly supported improvements to the playground. The citizens supported the idea of two playgrounds, one for young children and one for older ones.

The current playground has aged and is in poor condition and the new playgrounds would be a nice addition.

The second choice of the citizens is an additional play area for basketball. The group did not want to add on to the current one. That would only allow for full court to be played by one group. The citizens asked for an additional court in a separate area, or a redesign in the area the current court exists.

The discussion continued about a walk trail. Most of the citizens agreed this would be an excellent amenity. However, they all agreed the City of Fayetteville should wait to see they land they would acquire that will become an addition of this park.

At the conclusion of all the voting and discussion, one gentleman asked for people to become more aware of Mt. Sequoyah Woods. He understood that matching funds were necessary of the grant. He also understood that plans would need to be made for the facility. But he would like people to begin thinking about it.

The meeting adjourned at 6:50pm.

Bryce Davis Park

Public Meeting

June 20, 2006

FAYETTEVILLE
PARKS & RECREATION

Name	Address	Email
Stacie Collins	3390 W. Harvard	Stacie Collins 1226@hotmail.com
Rachel Ulloa	3435 Harvard at	phone - 502-6027
WADE WARD	3167 W. YALE	CONTACT WADEWARD@YAHOO
Hazel Risk	3377 W Princeton	479-444 8005
JIM BEMIS	1325 Pine Creek	444 9825
Eric J. Schuldt	3374 Cornell	442-4187
Lauren Schuldt	3374 Cornell	442-4187
Ivetta Black	3373 Cornell	ivettab@yahoo.com
Harry Black	3373 Cornell	harryb@fbcs.net

Name	Address	Email
Peter Horton & Beth Horton	3440 W. Yale	sadarsadar@hotmail.com
DUANE WOLTJEN	521 APPLEBURY DR.	OZARKTRAVELER@ARKANSASUSA.Com

deadline. If the Form 424 is faxed, the entire application containing original signatures must be postmarked on or before the application deadline, August 25, 2006.

WHERE TO SEND THE APPLICATION

Outdoor Recreation Grants Program
Department of Parks and Tourism
Number One Capitol Mall
Little Rock, Arkansas 72201

HOW THE APPLICATION CAN BE PREPARED

- The application can be prepared locally.
- The application can be prepared by consultants. (Grant preparation cannot be paid for with grant funds).
- The application can be prepared by the local areawide Planning or Economic Development Districts or the Regional Planning Commissions.

WHAT ARE OUR OBLIGATIONS?

We are jointly committed! Both the Department of Parks and Tourism's Outdoor Recreation Grants Program and the project sponsor are committed to long term program compliance. After the project is completed and all grant funds have been disbursed, our commitment to the requirements of the Arkansas Matching Grant Program continues. These ongoing commitments include:

1. Property acquired or developed under the program must be retained in perpetuity for outdoor recreation use and will be subject to inspection by the State at least once every five years. In addition each project will be inspected by the State during construction and before final reimbursement is made.

2. Once a public park project boundary has been identified by the Department of Parks and Tourism and the local project sponsor, all facilities constructed within that boundary, at any future time, must be in compliance with the rules and regulations of the Outdoor Recreation Grants Program *Project Management Guide*. This also applies to those facilities constructed in whole or in part with local funds.

3. No overhead utility lines are allowed within the project boundary. All existing utility lines located within the park boundaries must be placed underground. No vehicular right-of-way easements are allowed within the boundary.

4. A permanent sign stating that federal LWCF or state NCRGTF moneys were used to acquire and/or develop public outdoor recreation facilities must be maintained within the park in perpetuity. Guidelines for the size, placement and design of the signs will be presented to each applicant after grant approval. Upon project completion the applicant will be required to describe the location of the sign, and state that the sign location will not change.

5. All public recreation facilities constructed within a Matching Grant Program assisted park must be accessible to the handicapped. This also applies to those facilities constructed in whole or part with local funds.

6. Property acquired or developed with assistance from the fund must be open to entry and use by all persons regardless of race, color, religion, sex, or national origin. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence.

7. Property acquired or developed with assistance from the Matching Grant Program shall be operated and maintained in perpetuity. The property shall be maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards. Properties shall be kept safe for public use. Fire prevention, lifeguards, and the like should be provided for proper public safety. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their functional lifetime to prevent undue deterioration and to encourage public use. Facilities that have reached an age that renders them obsolete or worn out may be removed with written permission of the Arkansas Department of Parks and Tourism's Outdoor Recreation Grants Program Director. Permission must be obtained prior to removal of the facilities.

8. The Arkansas ORGP staff will conduct periodic post completion inspections of the project area to ensure that program compliance continues after the project is completed. These inspections will be unannounced. Sponsors who fail to comply with long term commitment may jeopardize future eligibility for matching grant funds for new projects and/or be subject to legal actions by the State or Federal government to enforce program compliance.

9. The property shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility. Property which is not operated and maintained in good condition may jeopardize the awarding of future grant funds to that jurisdiction.

10. Participants may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with Matching Grant Program assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the type of users (i.e. hunters or four-wheelers, etc.). All limitations must be in accord with the applicable grant agreement and amendments.

11. All recipients of Matching Grant Program moneys must comply with the Architectural Barriers Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act, of 1990 Title II and Title III.

12. Properties (parks and recreation areas) acquired or developed with LWCF/NCRGTF assistance are prohibited by Section 6(f)(3) of the LWCF Act of 1965, as amended, from conversion to other than public outdoor recreation use.

Section 6(f)(3) of the LWCF Act states that "No property acquired or developed with assistance under this section shall, without the approval of the Secretary, U. S. Department of the Interior, be converted to other than public outdoor recreation use. The Secretary shall approve such conversion only if he/she finds it to be in accordance with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP) and only upon such conditions as he/she deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location."

From: City Clerk
To: City Clerk
Date: 6/16/06 6:14PM
Subject: Parks to Hold Public Meetings

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

NEWS RELEASE
FOR RELEASE MONDAY JUNE 19, 2006

CONTACT: Cheryl Whillock Parks and Recreation
(479) 444-3471 Ext. 471

CITY PARKS AND RECREATION DEPARTMENT TO HOLD PUBLIC MEETINGS

FAYETTEVILLE, AR – Fayetteville Parks and Recreation invites citizens and other interested parties to two public meetings. The first meeting will be held at Sweetbriar Park located at 2645 E. Sweetbriar on Monday, June 19, 2006 at 5:30 pm. A second public meeting is scheduled for Tuesday, June 20, 2006 at 5:30 pm at Bryce Davis Park located at 1595 N. Dartmouth.

The purpose of these meetings is to identify potential outdoor parks and recreation needs and priorities for 2006. Following the identification process, city officials will select those priorities to be submitted to the Arkansas Department of Parks and Tourism for matching grant application.

Ethnic minorities, persons with special needs, elderly persons over 55, youth and special interest groups are encouraged to attend and participate.

###

City of Fayetteville
City Clerk's Office
113 W. Mountain
Fayetteville, AR 72701
479-575-8323

NWAnews.com Northwest Arkansas' News Source

NORTHWEST ARKANSAS TIMES

Residents help identify priorities for better parks

BY MARSHA L. MELNICHAK Northwest Arkansas Times

Posted on Tuesday, June 20, 2006

URL: http://www.nwanews.com/nwat/News/41906/

Fayetteville residents at Sweetbriar Park Monday and at Bryce Davis Park tonight are helping Parks and Recreation staff identify grant priorities for revitalizing parks, playgrounds and picnic areas.

Connie Edmonston, the city's Parks and Recreation director, said the department is working to combine about three projects into one grant application.

The Arkansas Outdoor Recreation grant program is funded by the Land/Water Conservation Fund and the Arkansas Natural and Cultural Resources grant. Those two programs fund half of a 50/50 grant with Arkansas cities.

Edmonston said the city has $40,000 budgeted for Sweetbriar. The grant could mean up to double that amount for park and picnic improvements there. "We want to make some things happen here and we will, even if we don't get the grant money," she told the neighborhood Monday. "This is an old park; it has old equipment in it. They've waited their turn a long time," she said.

Work would begin next spring at the earliest.

The 20 people at last night's Sweetbriar Park meeting were from that neighborhood, but the meetings are open to any city resident.

Although parks and recreation staff see a need for improvements at Sweetbriar and Bryce Davis parks, the ideas offered at the public meetings can be for any part of the 60-park system.

Edmonston and David Wright, recreation superintendent, counted hands at Monday's meeting to learn that a children's playground at Sweetbriar Park was the first priority for those at the meeting.

June Riddle was one who said she was more interested in keeping it a children's park rather than an adult park.

Neighbors, in what one called "a graying group" often bring their grandchildren to the park.

The second priority for that group was a tie vote between a pavilion and picnic areas.

Sweetbriar, a peaceful 4-acre park on the city's northeast side, has about a half dozen picnic tables, a couple of grills and benches, a slide, swings, a climbing gym, a basketball

court, a waterfall and a "Watch for Snakes" sign.

The latter is because Mud Creek flows briskly through the neighborhood park. One side of the creek is brushy and wooded, while the other offers park amenities.

In addition to providing grant priorities, the public input meetings give staff a chance to find out what area residents want and need in their area parks.

One suggestion at the Sweetbriar meeting was a bridge across the creek to allow direct "walkable" access for the neighbors on the wooded side.

Doug Prichard, a former Eagle Scout and the father of Eagle Scouts, told park staff there was a lot of opportunity for Eagle projects on the wooded side of the park.

Other possibilities for the grant grouping are a soft surface under the large playground at Gulley Park. Funds will be available for that park in 2007, with or without the grant.

The city also has some funds that must be spent in the northwest quadrant of the city next year. Edmonston anticipates that could be — but would not necessarily have to be — at Bryce Davis Park, depending on public input from tonight's meeting. "We have to choose projects we have money for because the city has to provide half of the funds," Edmonston said.

Edmonston believes there is a good chance of getting the grant because of its emphasis on revitalization of existing parks.

Once parks and recreation staff have suggestions from the two meetings, they will take them to the Parks and Recreation board which will decide in July on the application projects.

Copyright © 2001-2006 Arkansas Democrat-Gazette, Inc. All rights reserved.
Contact: webmaster@nwanews.com

PUBLIC MEETING

Fayetteville Parks and Recreation invites citizens and other interested parties to two (2) public meetings. The first meeting will be held at Sweetbriar Park at 2645 E Sweetbriar Monday, June 19 at 5:30 pm. A second public meeting is scheduled for Tuesday, June 20, 2006 at 5:30 pm at Brice Davis Park, located at 1595 N. Dartmouth.

FAYETTEVILLE
PARKS & RECREATION

The purpose of these meetings is to identify potential outdoor parks and recreation needs and priorities for 2006. Following the identification process, city officials will select those priorities to be submitted to the Arkansas Department of Parks and Tourism for a matching grant application.

Ethnic minorities, persons with special needs, elderly persons over 55, youth and special interest groups are encouraged to attend and participate.

Written comments may be sent to parks_and_recreation@ci.fayetteville.ar.us

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

1-Aug-06
City Council Meeting Date

Connie Edmonston	Parks and Recreation	Operations
Submitted By	Division	Department

Action Required:

A resolution awarding RFP 06-14 and approval of a contract with Arkoma Playgrounds and Supply in the amount of $139,996.94 with a 7% project contingency of $9,843 for a total project cost of $149,840, for the installation of an ADA Accessible Playground at Finger Park.

$149,840.00	$ 150,000.00	Playground and Picnic Improvements
Cost of this request	Category/Project Budget	Program Category / Project Name
2250.9255.5801.00	$ 160.00	Parks Development/Finger Park
Account Number	Funds Used to Date	Program / Project Category Name
02027.3	$ 149,840.00	Parks Development
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] Budget Adjustment Attached [ ]

Department Director — 7-13-06 Date

City Attorney — 7/14/06

Finance and Internal Service Director — 7/14/06 Date

Mayor — 7/14/06 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office
ENTERED 7/13/06 aw

Received in Mayor's Office
ENTERED 7/14/06

Comments:

City Council Meeting of August 1, 2006

Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor Dan Coody and City Council
Thru: Gary Dumas, Operations Director
From: Connie Edmonston, Parks and Recreation Director
Date: July 13, 2006
RE: **Finger Park Playground Award**

RECOMMENDATION

A resolution awarding RFP 06-14 and approval of a contract with Arkoma Playgrounds and Supply in the amount of $139,996.94, with a 7% project contingency of $9,843 for a total project cost of $149,840, for an ADA accessible Playground at Finger Park.

BACKGROUND

Charles J. Finger Park is a 19 acre park located at 1525 East Farmers Road, southeast of the Walmart store. The land was purchased in 1983 with Community Development Block Grant Funds. A Master Plan of the neighborhood park was developed by Dr. Al Einert and approved by the Parks and Recreation Advisory Board. A wood playground was constructed in 1984. In 2003, the wood play sturcture was removed because it no longer met safety standards. Since the removal, citizens have requested for the playground to be replaced. Replacement was approved in the 2006 Capital Improvement Plan.

DISCUSSION

The contractor was selected through the Professional Selection method. RFP 06-14 was developed to request installation of an accessible playground at Finger Park for ages 2 to 12 years of age with surface tiles and approximately 315 s.y. of sidewalks leading to the playground site as well as the existing pavilion. Three vendors consisting of Arkoma Playground and Supply, RJR Enterprises, and Shields and Associates submitted designs. The designs were presented to the Professional Selection Committee on July 13, 2006. Arkoma Playgrounds and Supply was selected for this project. If approved, project will begin in the fall and completed in December.

BUDGET IMPACT

This project is funded with Park Land Dedication Funds from the Southwest Park District. Project is within the $150,000 budget.

Attachments:
Playground Design
Contract

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP 06-14 AND APPROVING A CONTRACT WITH ARKOMA PLAYGROUNDS IN THE AMOUNT OF $139,996.94 FOR THE PURCHASE AND INSTALLATION OF AN ADA ACCESSIBLE PLAYGROUND AT FINGER PARK; AND APPROVING A SEVEN PERCENT (7%) CONTINGENCY IN THE AMOUNT OF $9,843.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 06-14, and approves a Contract with Arkoma Playgrounds in the amount of $139,996.94 for the purchase and installation of an ADA Accessible Playground at Finger Park. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a seven percent (7%) contingency in the amount of $9,843.00.

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

City of Fayetteville
RFP 06-14, Finger Park Playground Project
Contract

This contract executed this ____ day of _____, 2006, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and Arkoma Playgrounds and Supply at 93 Colt Square, Suite 5, Fayetteville, Arkansas 72703.

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

1. Arkoma Playgrounds and Supply at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid as stated in Arkoma Playgrounds and Supply proposal, and in accordance with specifications attached hereto and made a part hereof under RFP# 06-14, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay for completion of the project based on prices indicated in Arkoma Playgrounds and Supply proposal. Payments will be made after approval and acceptance of work and submission of invoices. Payments will be made approximately 30 days after receipt of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and Arkoma Playgrounds and Supply consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Form identified as RFP 06-14 with the specifications and conditions typed thereon.

   B. Arkoma Playgrounds and Supply proposal.

   C. The Notice to Prospective Proposers.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and Arkoma Playgrounds and Supply and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Arkoma Playgrounds and Supply.

5. Arkoma Playgrounds and Supply shall not assign its duties under the terms of this agreement.

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

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

   1. Workmen's Compensation:
      Statutory Amount

   2. Comprehensive General & Automobile Insurance
      $500,000 for each accident.

   3. Bodily Injury Liability:
      $500,000 for each accident.

   4. Property Damage Liability:
      $500,000 aggregate.

The premiums for all insurance required herein shall be paid by Arkoma Playgrounds and Supply.

8. Arkoma Playgrounds and Supply to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Arkoma Playgrounds and Supply with 10 days written notice.

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

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

12. Jurisdiction: Legal jurisdiction to resolve any disputes must be **Arkansas** with **Arkansas law** applying to the case.

13. Arbitration/Mediation: We will not agree to be forced to mediate or arbitrate any dispute.

14. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments.

15. Lien Waivers: The contractor shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors, and sub-subcontractors. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

'According to Arkansas law, it is understood that no liens can be filed against public property if a valid and enforceable payment and performance bond is in place.

The contractor shall have each subcontractor and sub-subcontractor and material supplier execute a written receipt evidencing acknowledgement of this statement prior to commencement of the work of the subcontractor or material supplier.

WITNESS OUR HANDS THIS_____DAY OF _____, 2006.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY_____
DAN COODY, Mayor

ATTEST:

_____
Sondra Smith, City Clerk

BY_____
BECKY THOMPSON, Owner

ATTEST:

_____
Stuart Thompson, President

ARKOMA PLAYGROUNDS & SUPPLY
93 COLT SQUARE DR., SUITE 5
FAYETTEVILLE, AR 72703

City of Fayetteville
RFP 06-14, Finger Park Playground Project
Contract

This contract executed this ____ day of _____, 2006, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and Arkoma Playgrounds and Supply at 93 Colt Square, Suite 5, Fayetteville, Arkansas 72703.

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

1. Arkoma Playgrounds and Supply at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid as stated in Arkoma Playgrounds and Supply proposal, and in accordance with specifications attached hereto and made a part hereof under RFP# 06-14, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay for completion of the project based on prices indicated in Arkoma Playgrounds and Supply proposal. Payments will be made after approval and acceptance of work and submission of invoices. Payments will be made approximately 30 days after receipt of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and Arkoma Playgrounds and Supply consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Form identified as RFP 06-14 with the specifications and conditions typed thereon.

   B. Arkoma Playgrounds and Supply proposal.

   C. The Notice to Prospective Proposers.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and Arkoma Playgrounds and Supply and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Arkoma Playgrounds and Supply.

5. Arkoma Playgrounds and Supply shall not assign its duties under the terms of this agreement.

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

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

   1. Workmen's Compensation:
      Statutory Amount

   2. Comprehensive General & Automobile Insurance
      $500,000 for each accident.

   3. Bodily Injury Liability:
      $500,000 for each accident.

   4. Property Damage Liability:
      $500,000 aggregate.

The premiums for all insurance required herein shall be paid by Arkoma Playgrounds and Supply.

8. Arkoma Playgrounds and Supply to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Arkoma Playgrounds and Supply with 10 days written notice.

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

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

12. Jurisdiction: Legal jurisdiction to resolve any disputes must be **Arkansas** with **Arkansas law** applying to the case.

13. Arbitration/Mediation: We will not agree to be forced to mediate or arbitrate any dispute.

14. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments.

15. Lien Waivers: The contractor shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors, and sub-subcontractors. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

'According to Arkansas law, it is understood that no liens can be filed against public property if a valid and enforceable payment and performance bond is in place.

The contractor shall have each subcontractor and sub-subcontractor and material supplier execute a written receipt evidencing acknowledgement of this statement prior to commencement of the work of the subcontractor or material supplier.

WITNESS OUR HANDS THIS_____DAY OF _____, 2006.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY_____
DAN COODY, Mayor

ATTEST:

_____
Sondra Smith, City Clerk

BY_____
BECKY THOMPSON, Owner

ATTEST:

_____
Stuart Thompson, President

ARKOMA PLAYGROUNDS & SUPPLY
93 COLT SQUARE DR., SUITE 5
FAYETTEVILLE, AR 72703

City of Fayetteville
RFP 06-14, Finger Park Playground Project
Contract

This contract executed this ____ day of _____, 2006, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and Arkoma Playgrounds and Supply at 93 Colt Square, Suite 5, Fayetteville, Arkansas 72703.

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

1. Arkoma Playgrounds and Supply at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid as stated in Arkoma Playgrounds and Supply proposal, and in accordance with specifications attached hereto and made a part hereof under RFP# 06-14, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay for completion of the project based on prices indicated in Arkoma Playgrounds and Supply proposal. Payments will be made after approval and acceptance of work and submission of invoices. Payments will be made approximately 30 days after receipt of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and Arkoma Playgrounds and Supply consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Form identified as RFP 06-14 with the specifications and conditions typed thereon.

   B. Arkoma Playgrounds and Supply proposal.

   C. The Notice to Prospective Proposers.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and Arkoma Playgrounds and Supply and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Arkoma Playgrounds and Supply.

5. Arkoma Playgrounds and Supply shall not assign its duties under the terms of this agreement.

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

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

   1. Workmen's Compensation:
      Statutory Amount

   2. Comprehensive General & Automobile Insurance
      $500,000 for each accident.

   3. Bodily Injury Liability:
      $500,000 for each accident.

   4. Property Damage Liability:
      $500,000 aggregate.

The premiums for all insurance required herein shall be paid by Arkoma Playgrounds and Supply.

8. Arkoma Playgrounds and Supply to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Arkoma Playgrounds and Supply with 10 days written notice.

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

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

12. Jurisdiction: Legal jurisdiction to resolve any disputes must be **Arkansas** with **Arkansas law** applying to the case.

13. Arbitration/Mediation: We will not agree to be forced to mediate or arbitrate any dispute.

14. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments.

15. Lien Waivers: The contractor shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors, and sub-subcontractors. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

'According to Arkansas law, it is understood that no liens can be filed against public property if a valid and enforceable payment and performance bond is in place.

The contractor shall have each subcontractor and sub-subcontractor and material supplier execute a written receipt evidencing acknowledgement of this statement prior to commencement of the work of the subcontractor or material supplier.

WITNESS OUR HANDS THIS_____DAY OF _____, 2006.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY_____
DAN COODY, Mayor

ATTEST:

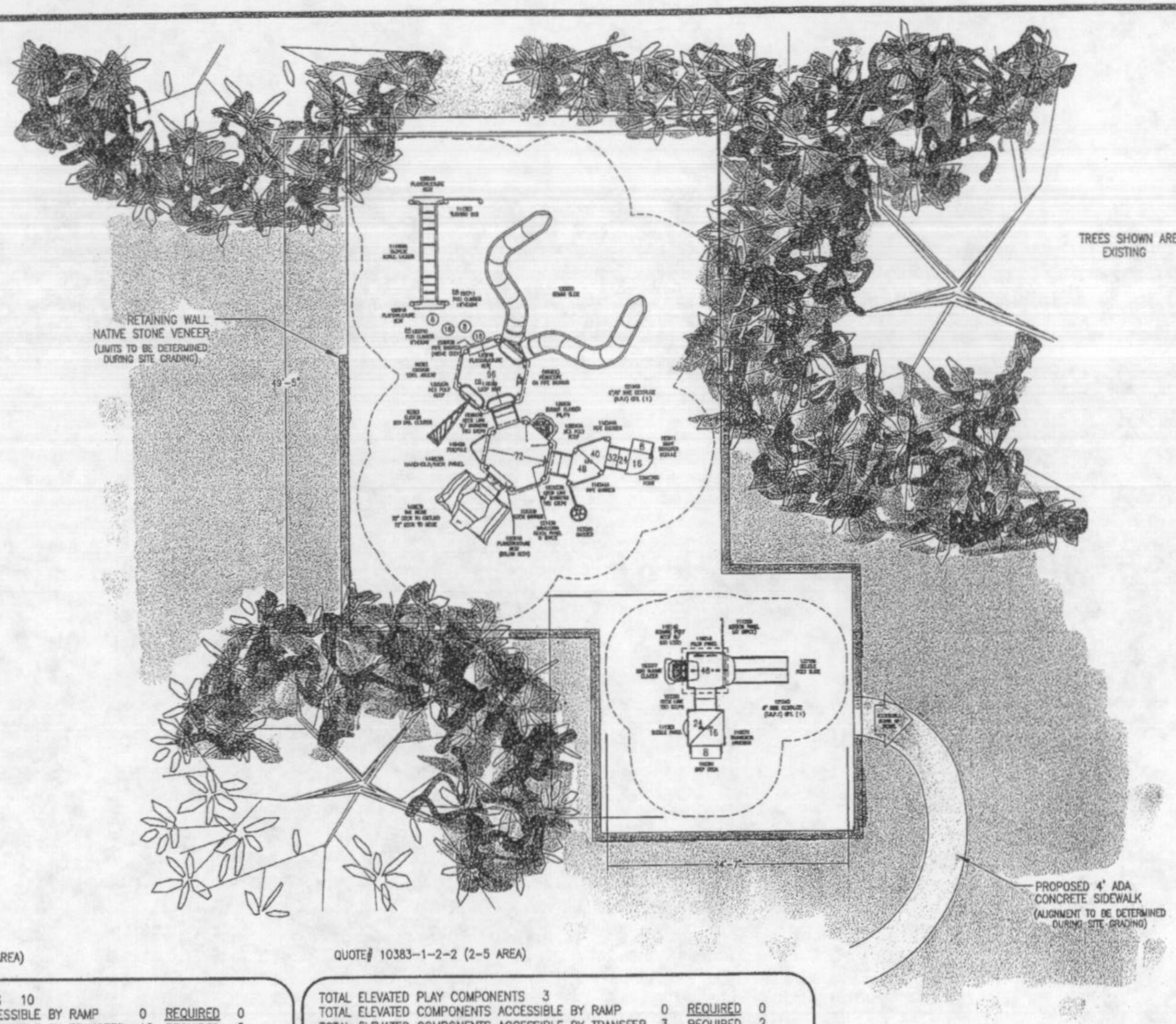
_____
Sondra Smith, City Clerk

BY_____
BECKY THOMPSON, Owner

ATTEST:

_____
Stuart Thompson, President

ARKOMA PLAYGROUNDS & SUPPLY
93 COLT SQUARE DR., SUITE 5
FAYETTEVILLE, AR 72703



QUOTE# 10383-1-2-1 (5-12 AREA)

ELEVATED PLAY COMPONENTS	10		
ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	10	REQUIRED	5
ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	3	REQUIRED	3
DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

QUOTE# 10383-1-2-2 (2-5 AREA)

TOTAL ELEVATED PLAY COMPONENTS	3		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	3	REQUIRED	2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	1	REQUIRED	1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	1	REQUIRED	1

IT IS THE MANUFACTURERS OPINION AND INTENT THAT THE USE AND LAYOUT OF THESE COMPONENTS CONFORM WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARD ASTM F1487

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY GUIDELINES (ADAAG), ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE OF AT LEAST THE HEIGHT OF THE HIGHEST ACCESSIBLE PART/FALL HEIGHT OF THE ADJACENT EQUIPMENT. (REF. CONSUMER PRODUCT SAFETY COMMISSION (CPSC) GUIDELINES, SECTION 10: SURFACING.)

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (POURED-IN-PLACE SUGGESTED) 3656 SQ.FT.

DESIGNED BY:
MDC
COPYRIGHT: 07/05/06
LANDSCAPE STRUCTURES, INC.

Date	Previous Drawing #	Initials
07/03/06	10383-1-1	MDC

LANDSCAPE STRUCTURES
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0033 FAX: 1-763-972-6091

SCALE IN FEET: 0' 5' 10' 20'

OPTION 1

CHARLES J. FINGER PARK
FAYETTEVILLE, AR

ARKOMA

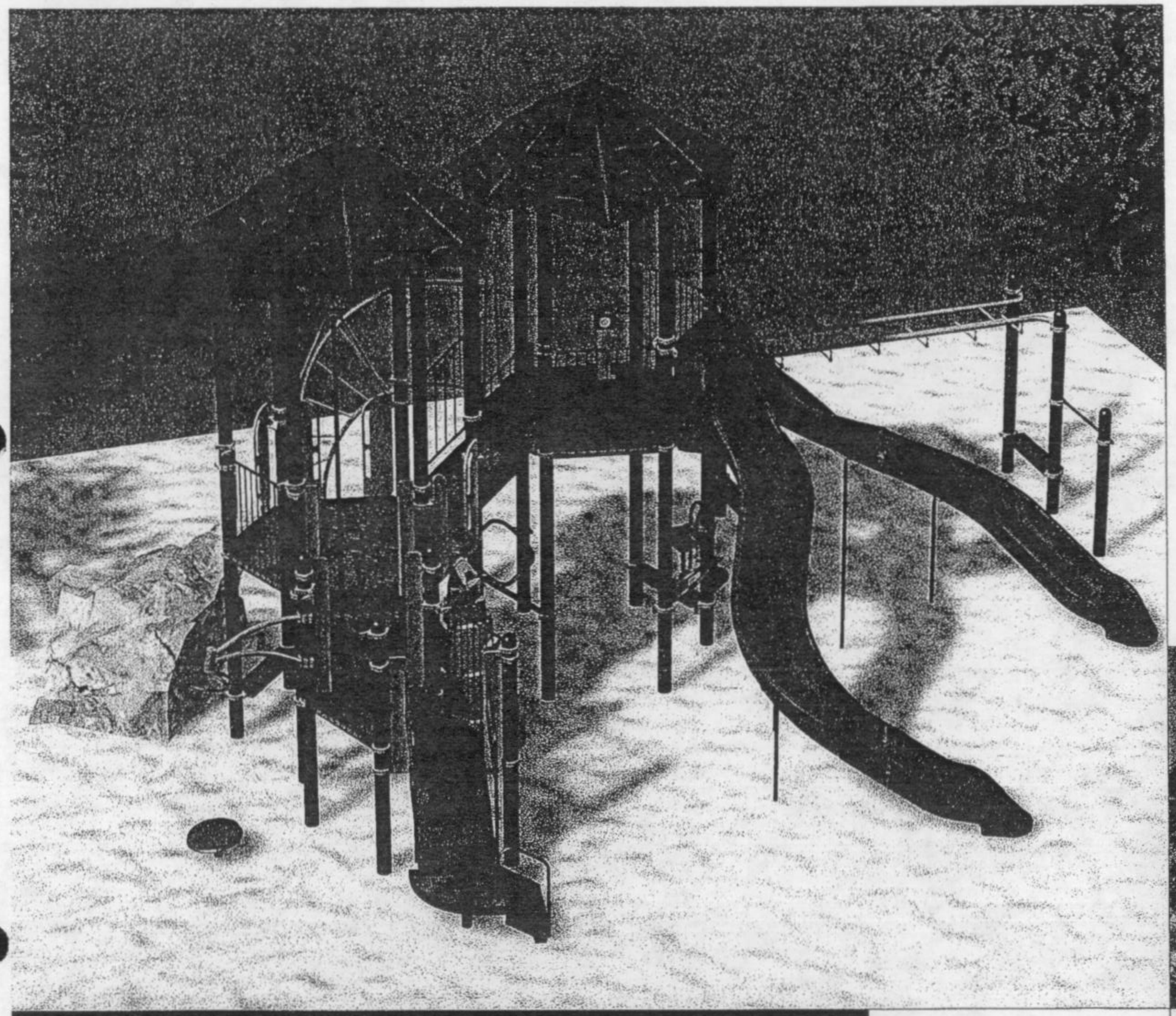
BECKY THOMPSON

SYSTEM TYPE:
PLAYBOOSTER/SHAPER

DRAWING #:
10383-1-2

ISO 14001:2004 REGISTERED

ISO 9001:2000 Certified



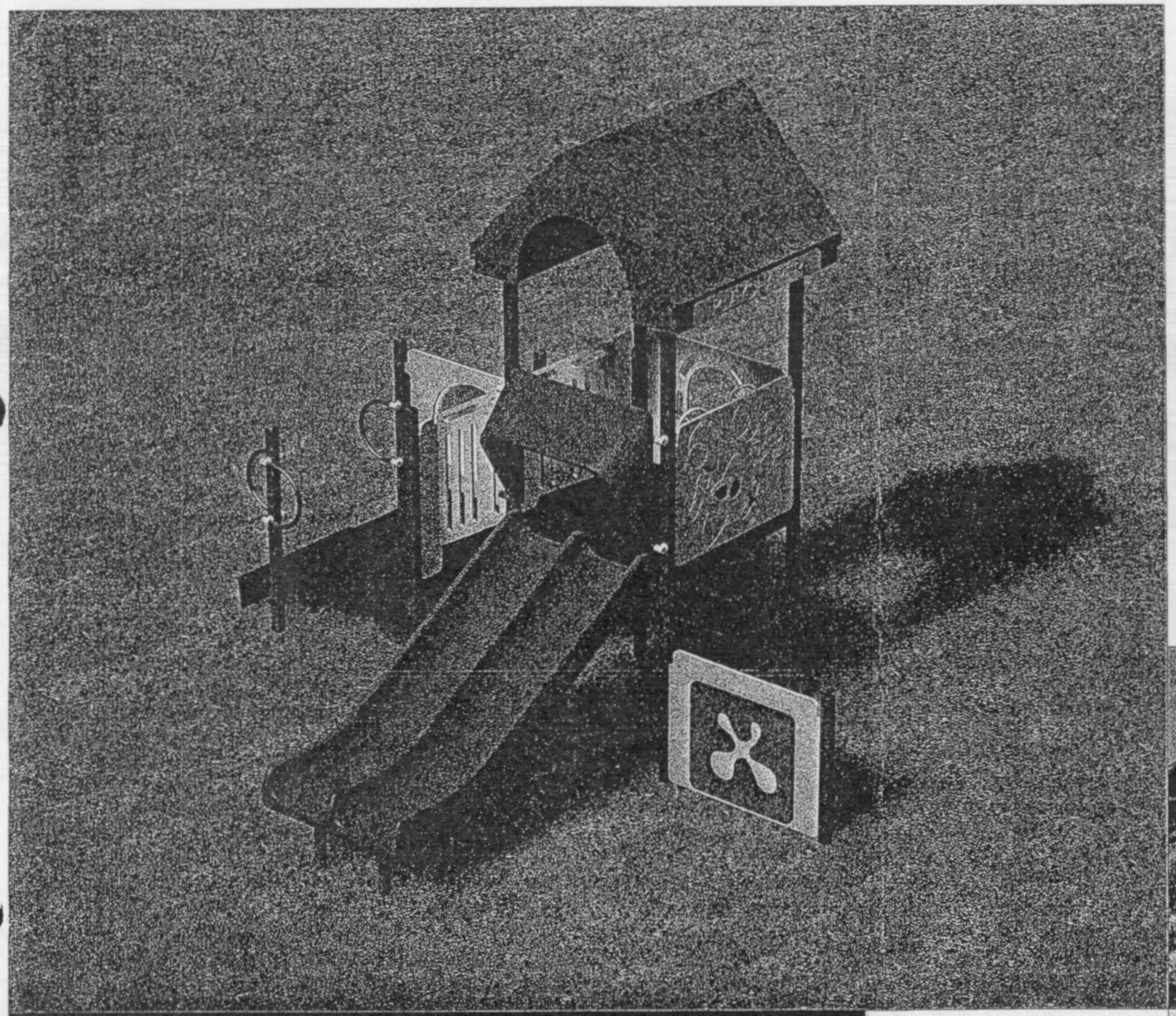
CHARLES J. FINGER PARK

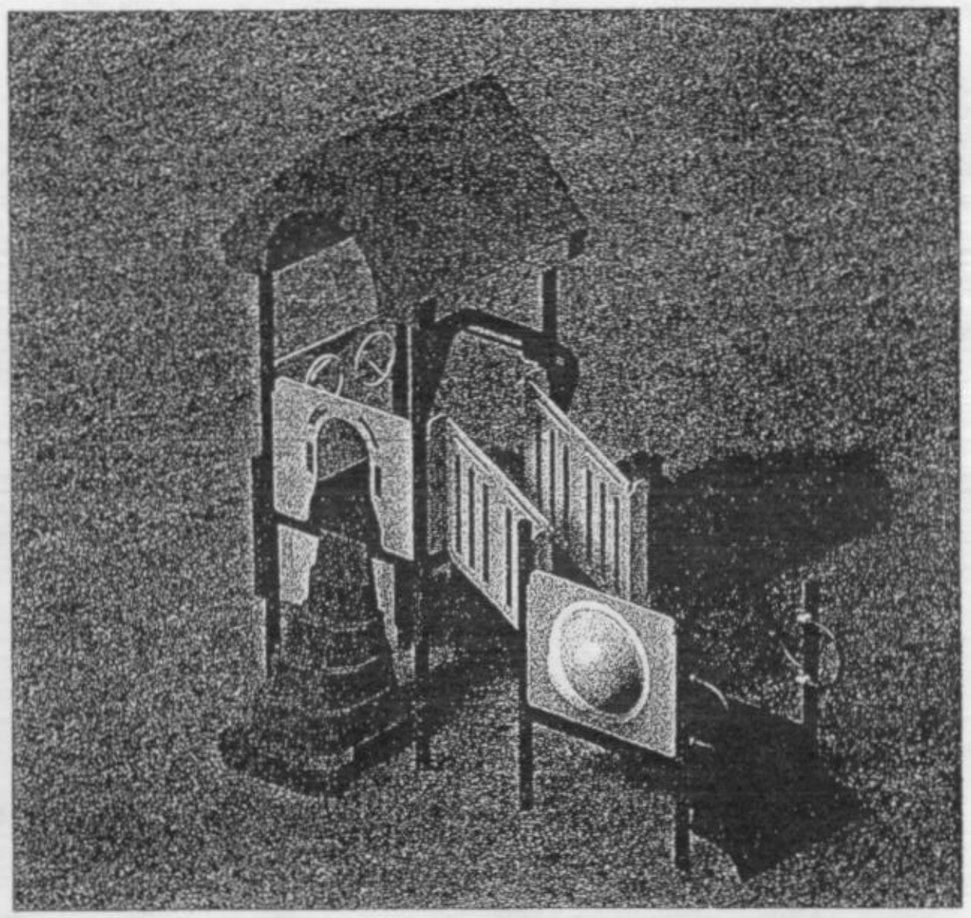
FAYETTEVILLE, AR 12610383-1-2-1 7/5/2006 1

ARKOMA PLAYGROUNDS & SUPPLY

ISO 14001 CERTIFIED

LANDSCAPE STRUCTURES





CHARLES J. FINGER PARK (2-5 AREA)

FAYETTEVILLE, AR	12610383-1-2-2	7/3/2006 1

ARKOMA PLAYGROUNDS & SUPPLY

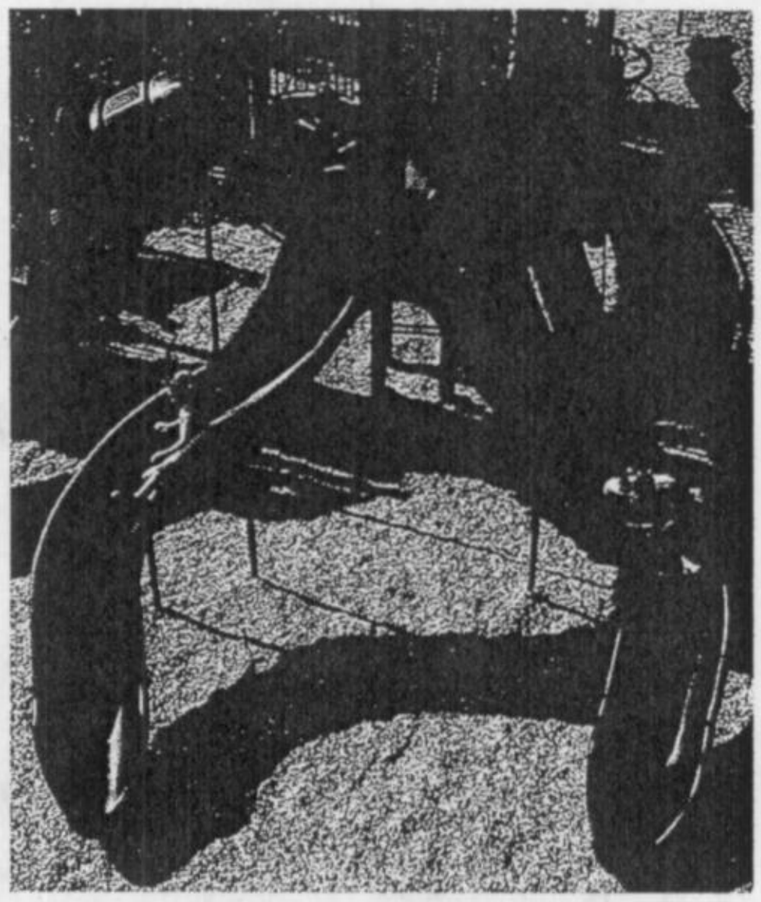
ISO 14001 CERTIFIED

LANDSCAPE STRUCTURES

CHARLES J. FINGER PARK

PLAYBOOSTER COMPONENTS
5-12 YEAR OLD STRUCTURE
Option #1

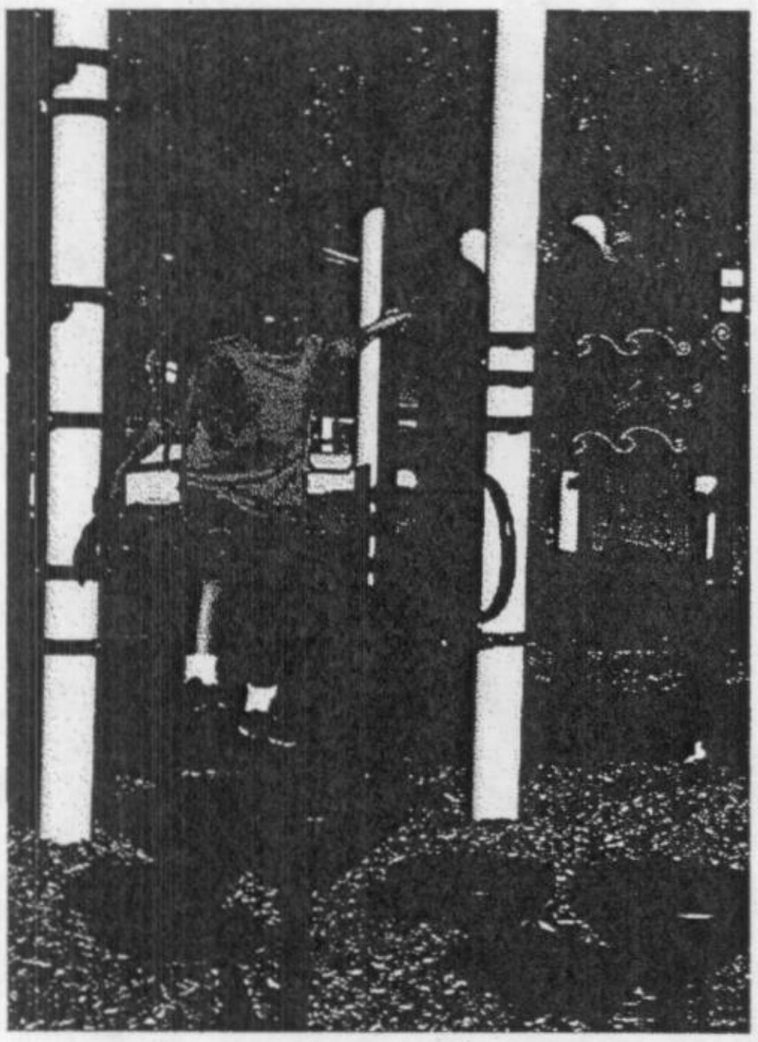
Gemini SlideWinder Slide



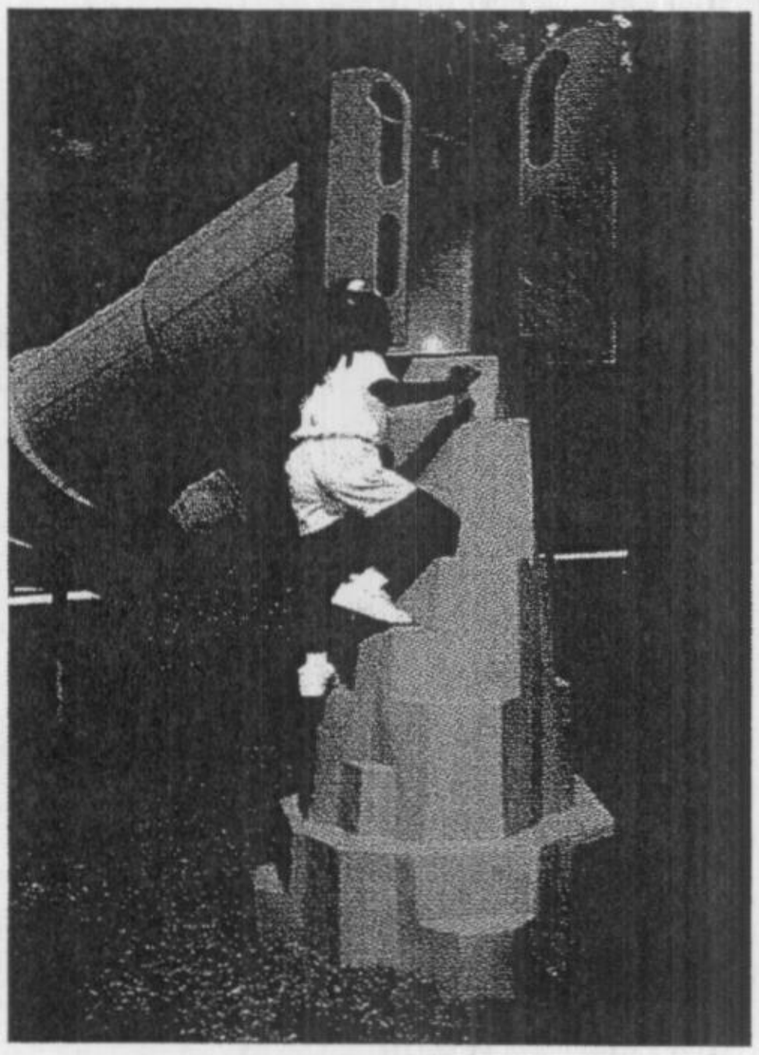
Sky Rail Climber

The Ridge

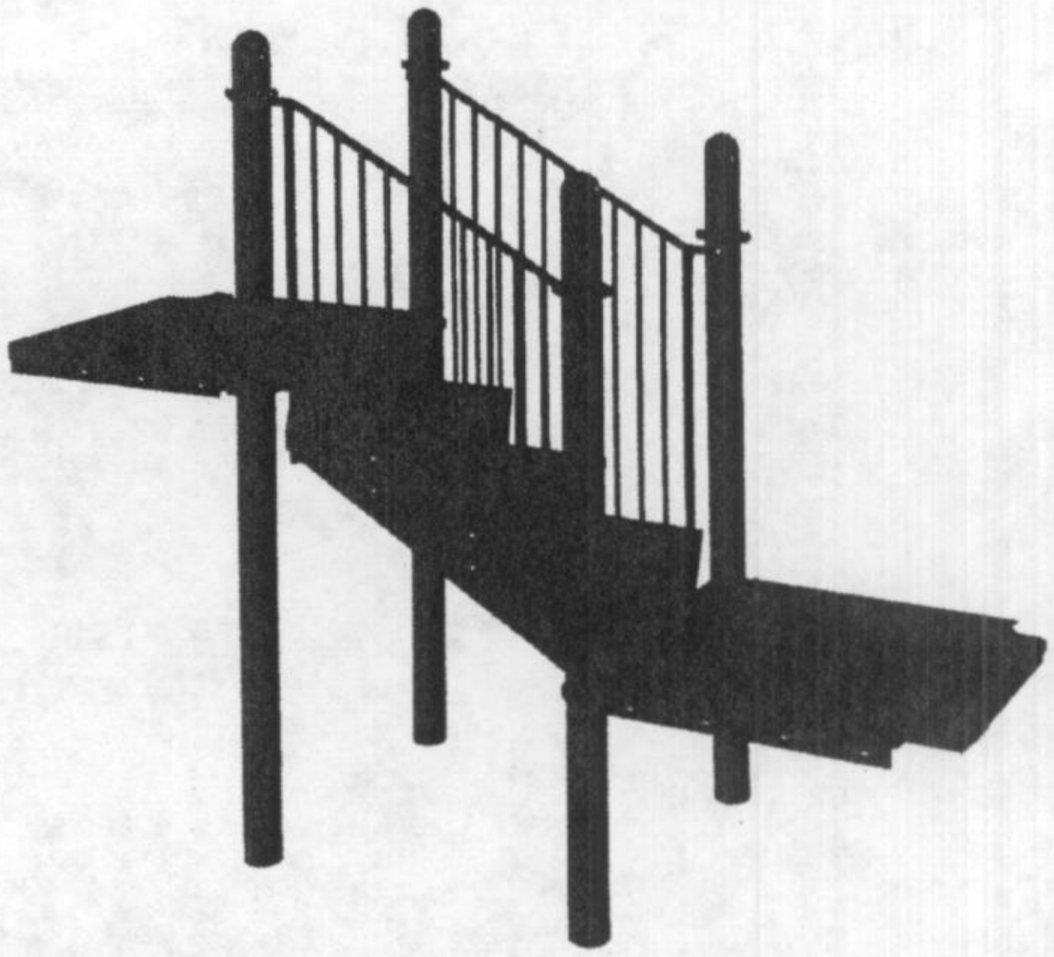
Pod Climber



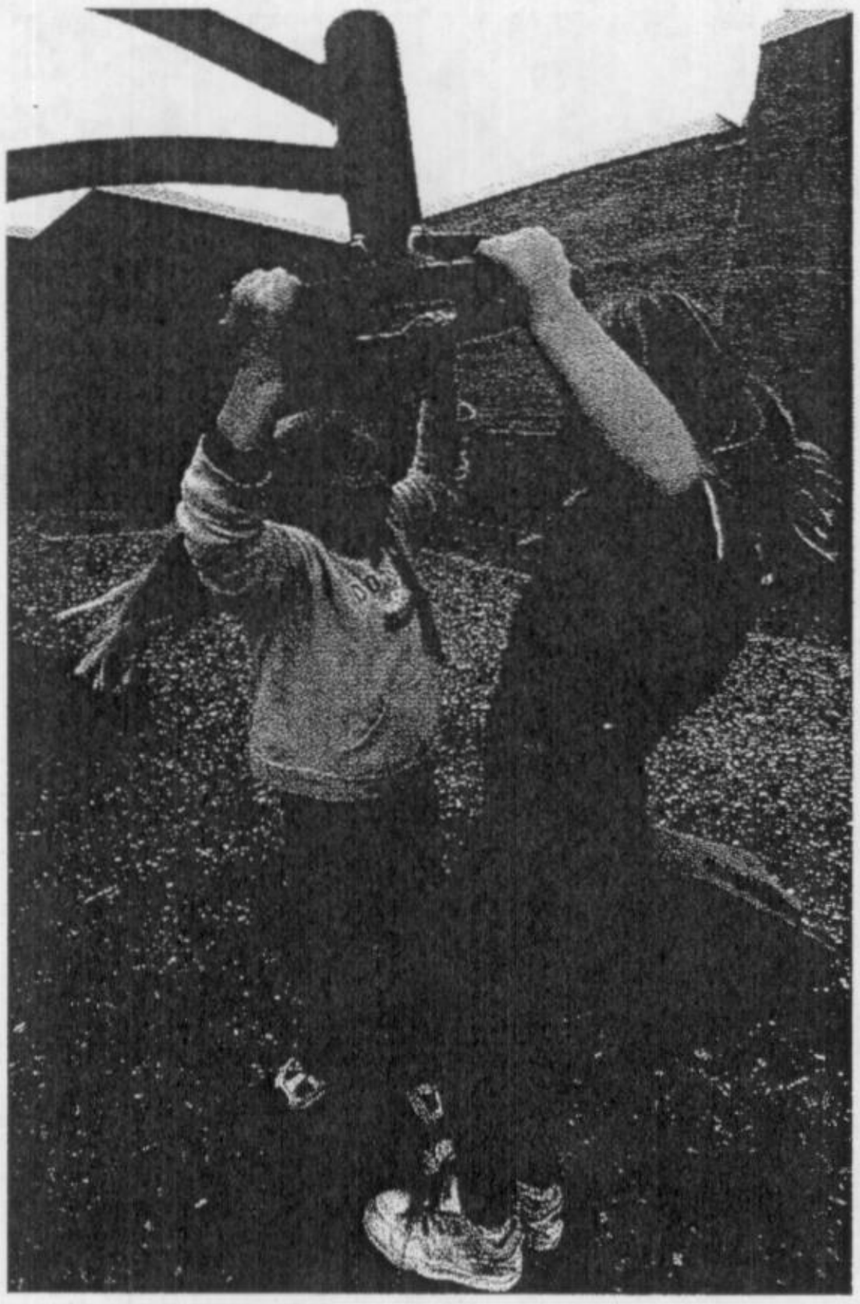
Summit Climber



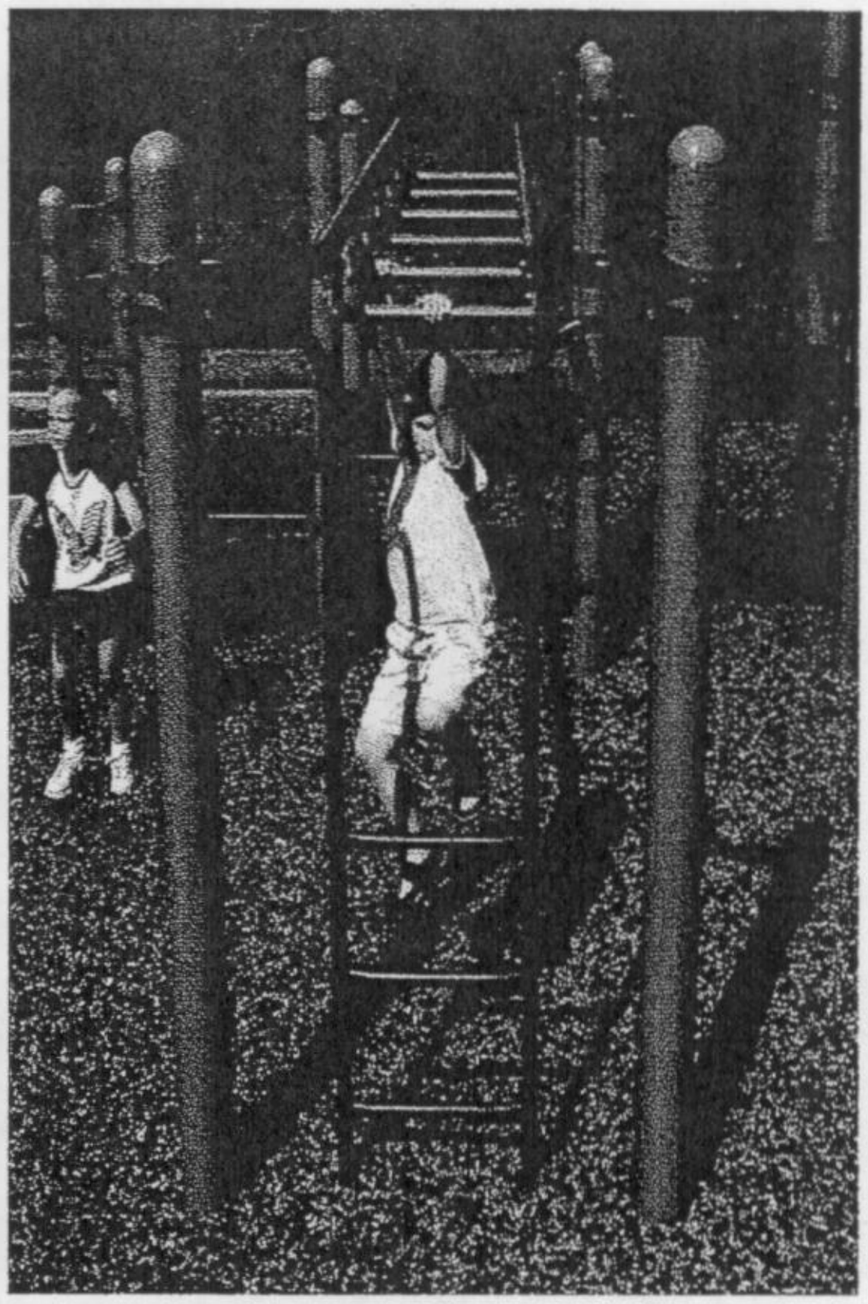
Deck Link Steps



Orbiter Spinner



Trapeze Horizontal Ladder

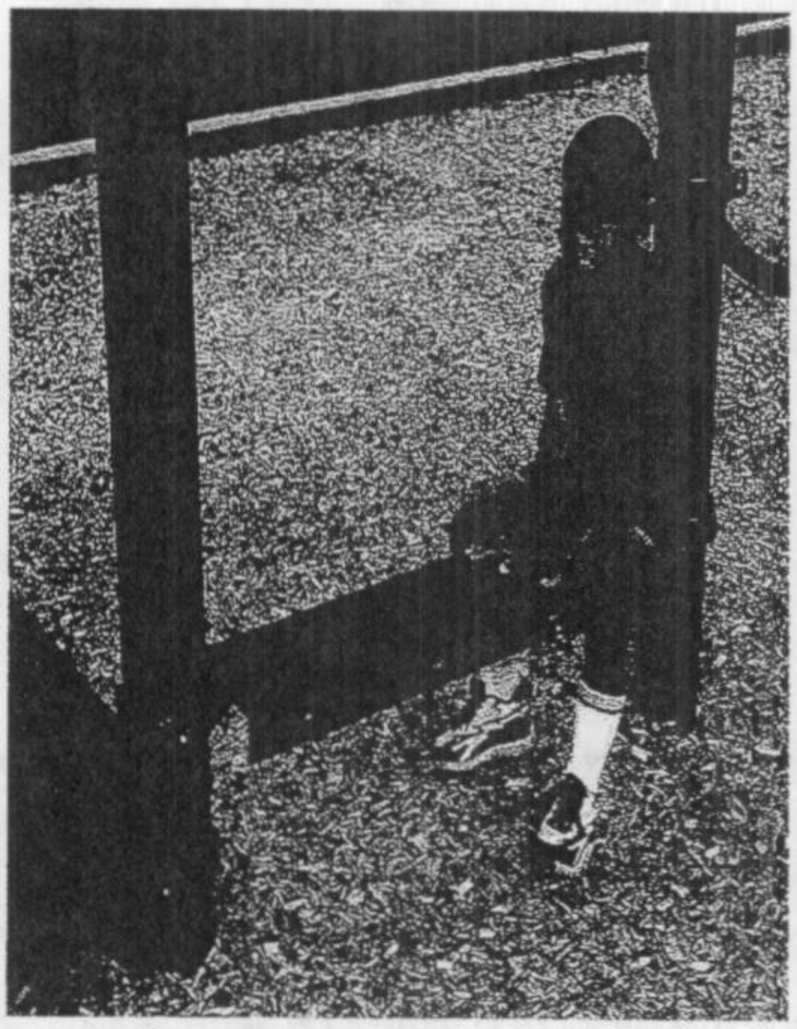


Loop Seats

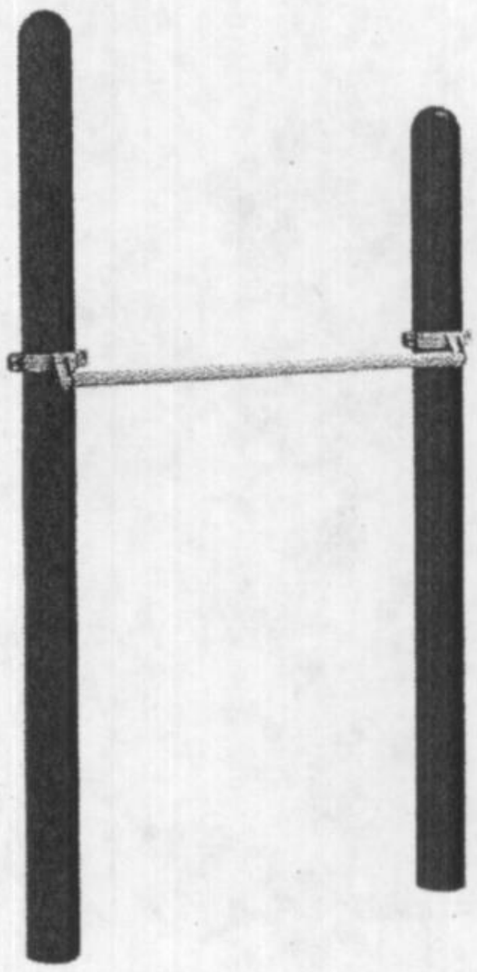
Navigator Reach Panel
(Ground Level - Wheelchair Access)

Periscope on Pipe Barrier

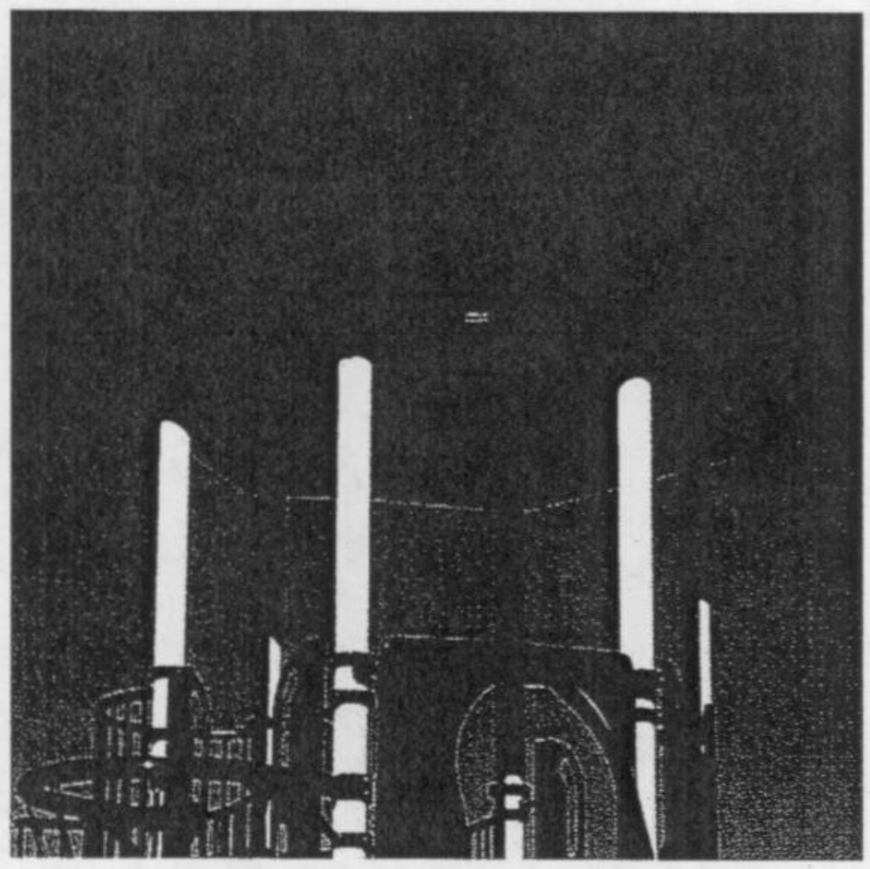
Playstructure Seat



Turning Bar

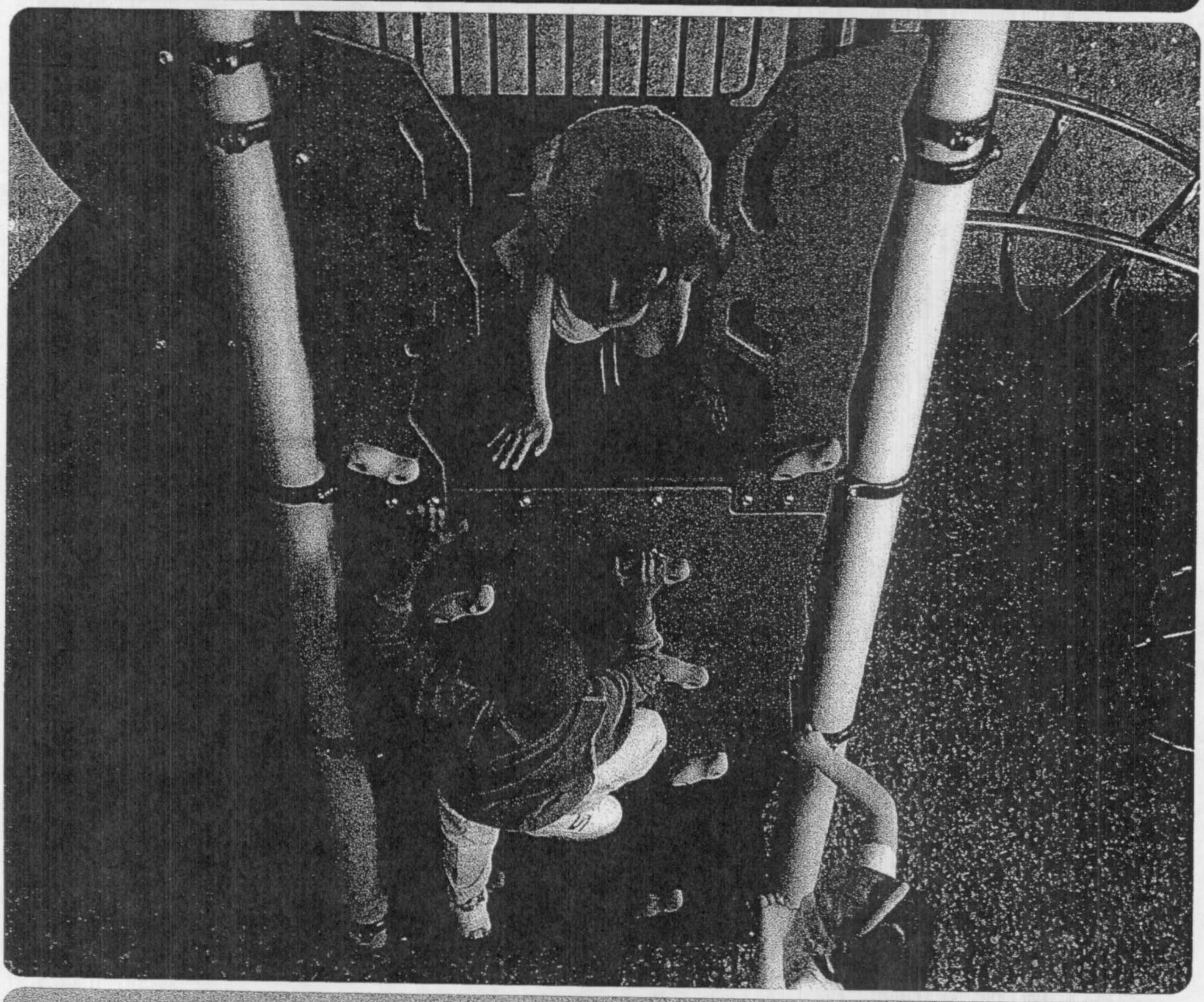


Hex Roof



Firepole

Towering Play Value!



Vertical Ascent™ Climber

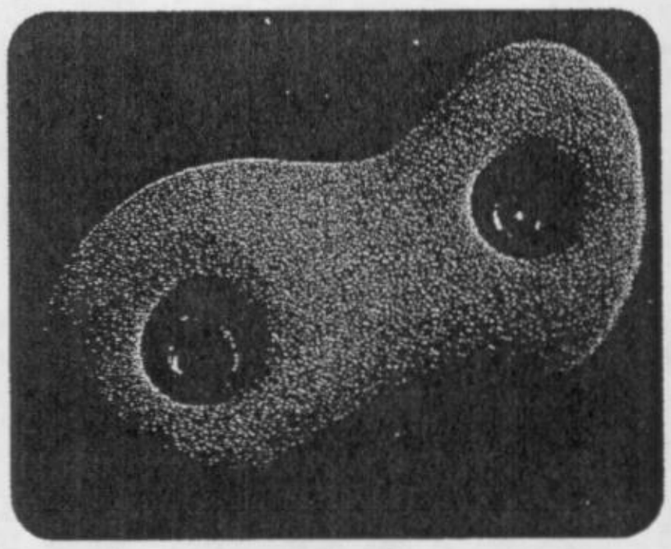
LANDSCAPE STRUCTURES

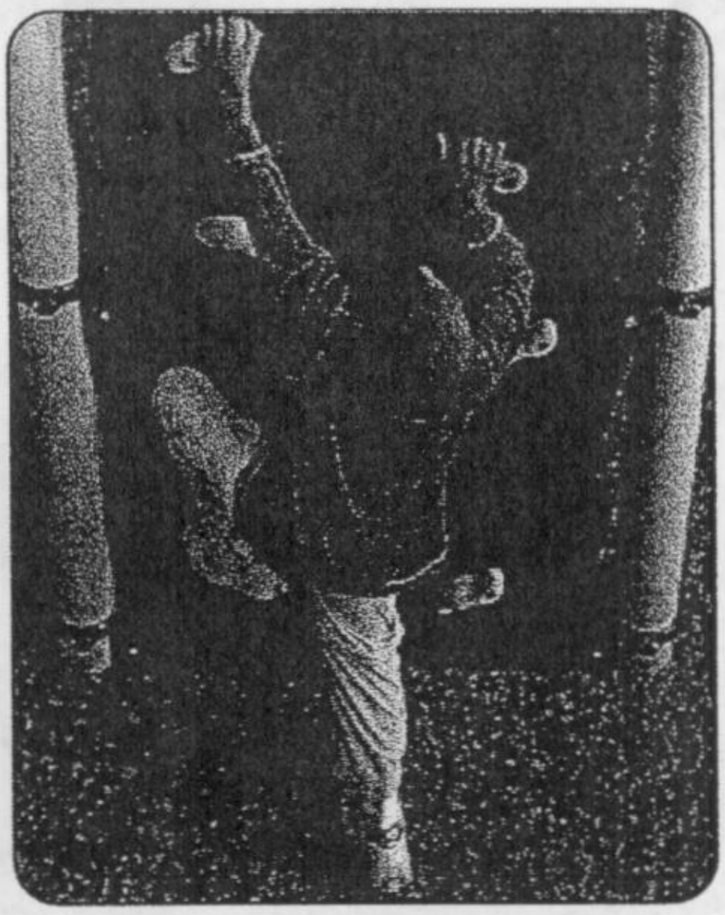
1888 4FUNLSI playlsi.com

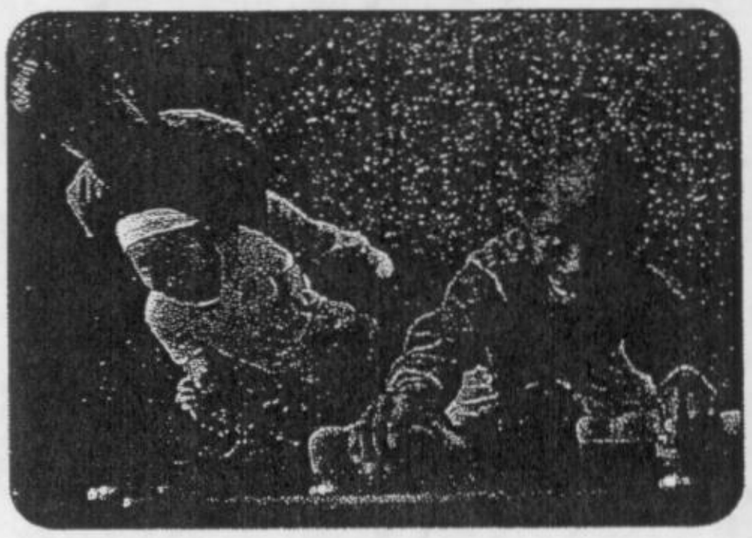
The ultimate climbing challenge!

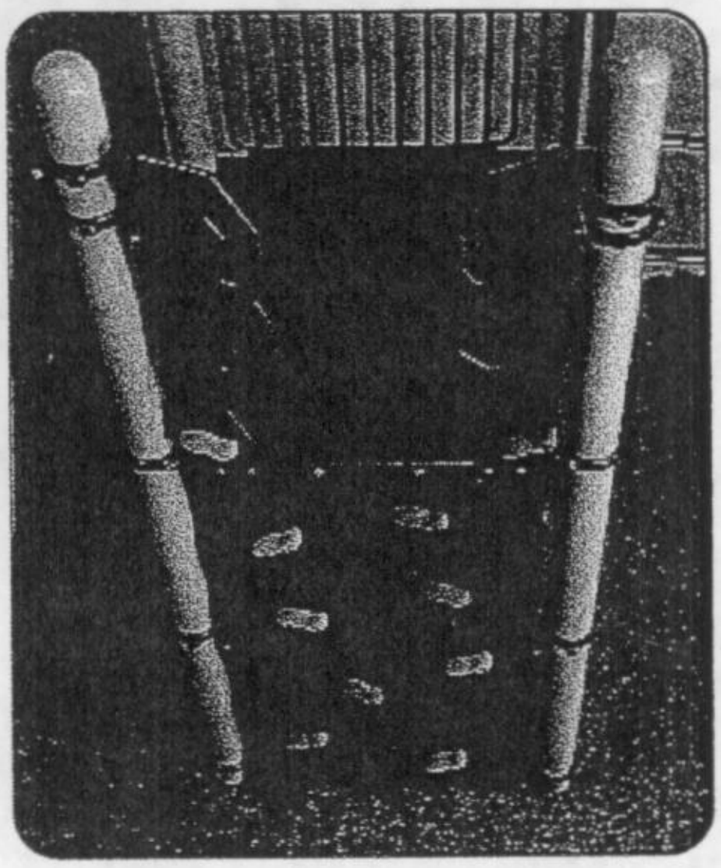
Let the new Vertical Ascent™ Climber from Landscape Structures bring the excitement of the climbing wall experience to your playground.

- Constructed from Permalene®, the same rugged, vandal-resistant material that we use for all of our play panels, the Vertical Ascent Climber is as durable as it is colorful.
- More routes to the top! Vertical Ascent is designed to give kids an economical, challenging climbing-wall style experience complete with colorful, climbing gym-style handholds.
- Large, easy-to-grasp handholds and footholds made of low-density Dualite® Resin are securely mounted to the Permalene climbing surface using stainless steel, vandal-resistant hardware.
- Vertical Ascent comes in a choice of 5 vibrant colors – red, green, blue, yellow and tan – and can be mounted to PlayBooster® deck heights of 48", 56", 64" and 72".









Materials Matter

Permalene

Our custom-cut, high-density polyethylene used for interactive play panels, tables, handholds and signs is a colorful alternative to pipe barriers. Permalene is strong, resists fading, and is easy to clean so your playground looks beautiful for years.

Product Information

145624A	Vertical Ascent, 48" Deck	83 lbs.
145624B	Vertical Ascent, 56" Deck	91 lbs.
145624C	Vertical Ascent, 64" Deck	99 lbs.
145624D	Vertical Ascent, 72" Deck	106 lbs.

Challenge your kids with Vertical Ascent.

The Best In Play Is Just One Call Away

1.888.4FUNLSI playlsi.com

LANDSCAPE STRUCTURES

755-2062 ©2004 Landscape Structures Inc. All Rights Reserved.

CHARLES J. FINGER PARK

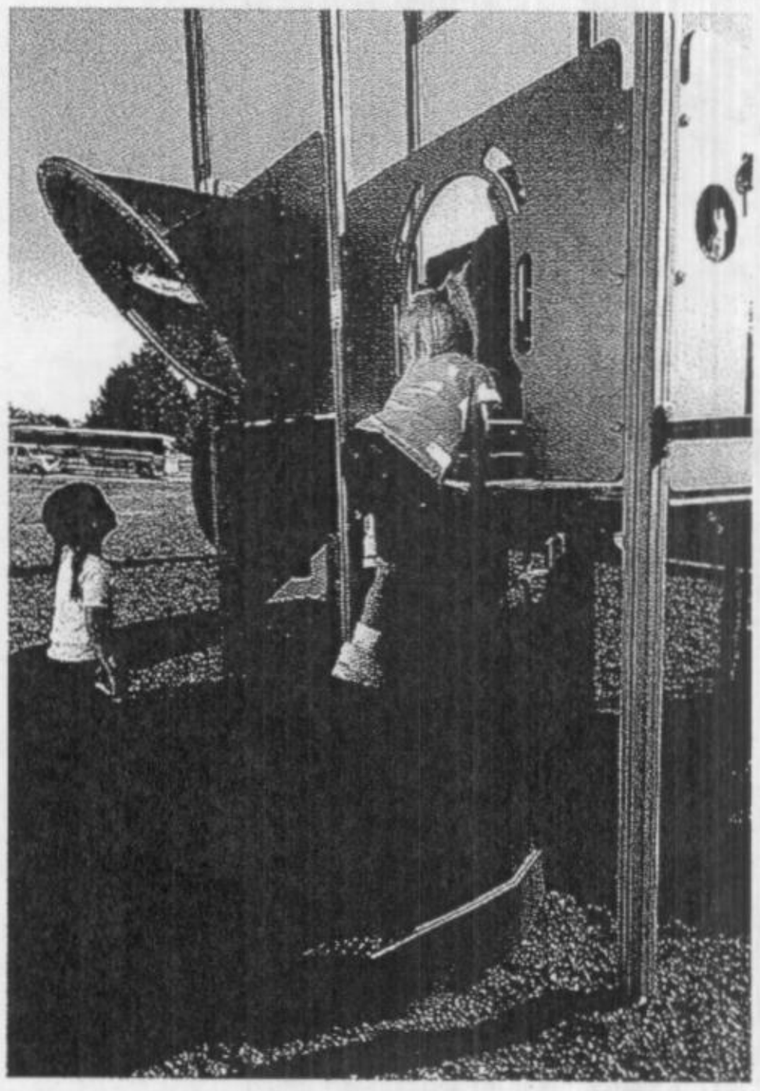
PLAYSHAPER COMPONENTS

2-5 YEAR OLD STRUCTURE

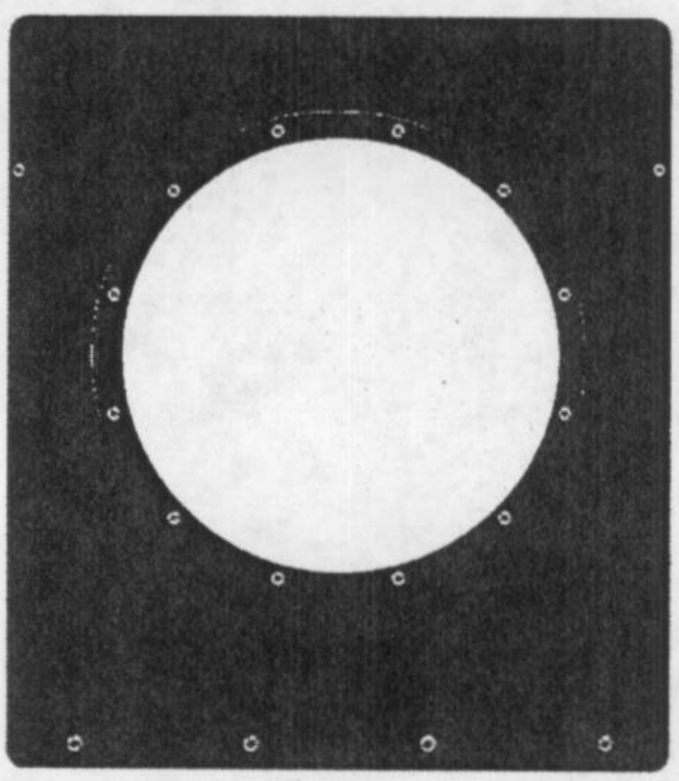
Option #1

Double Poly Slide

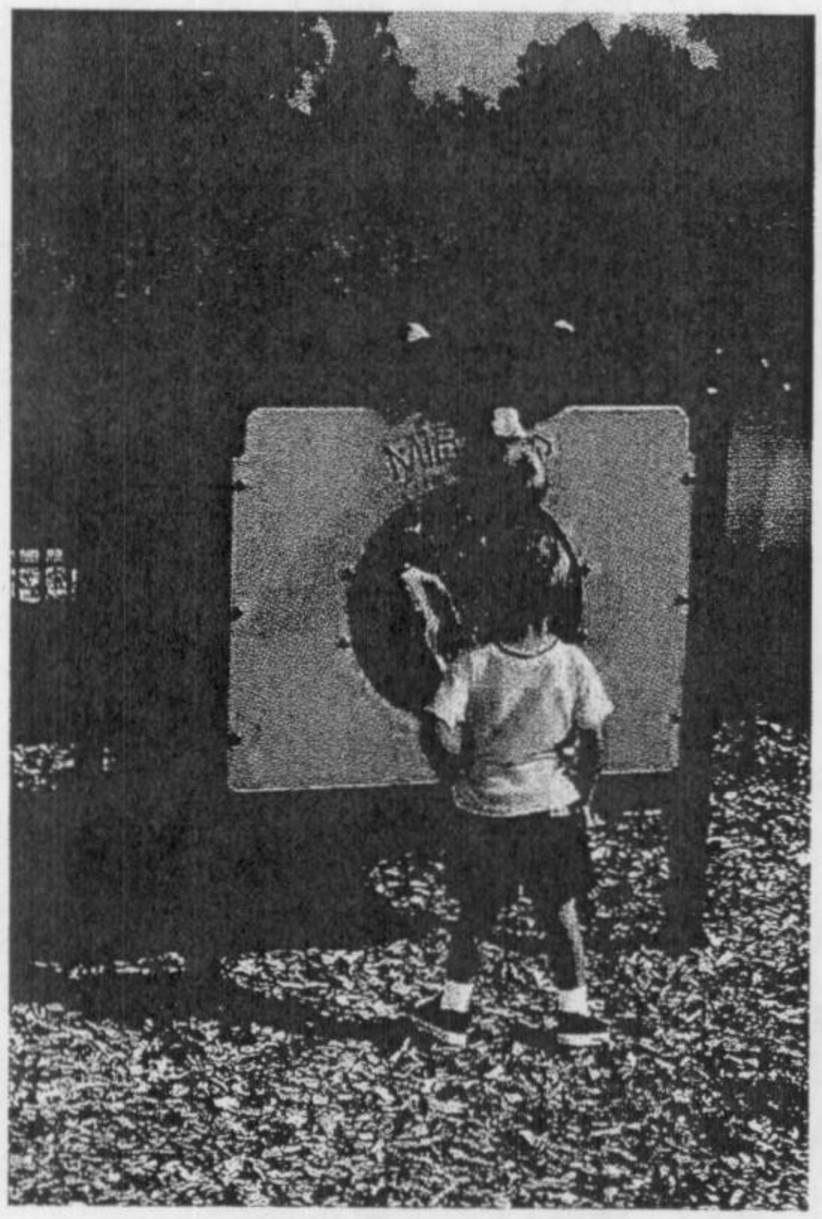
Mini Summit Climber



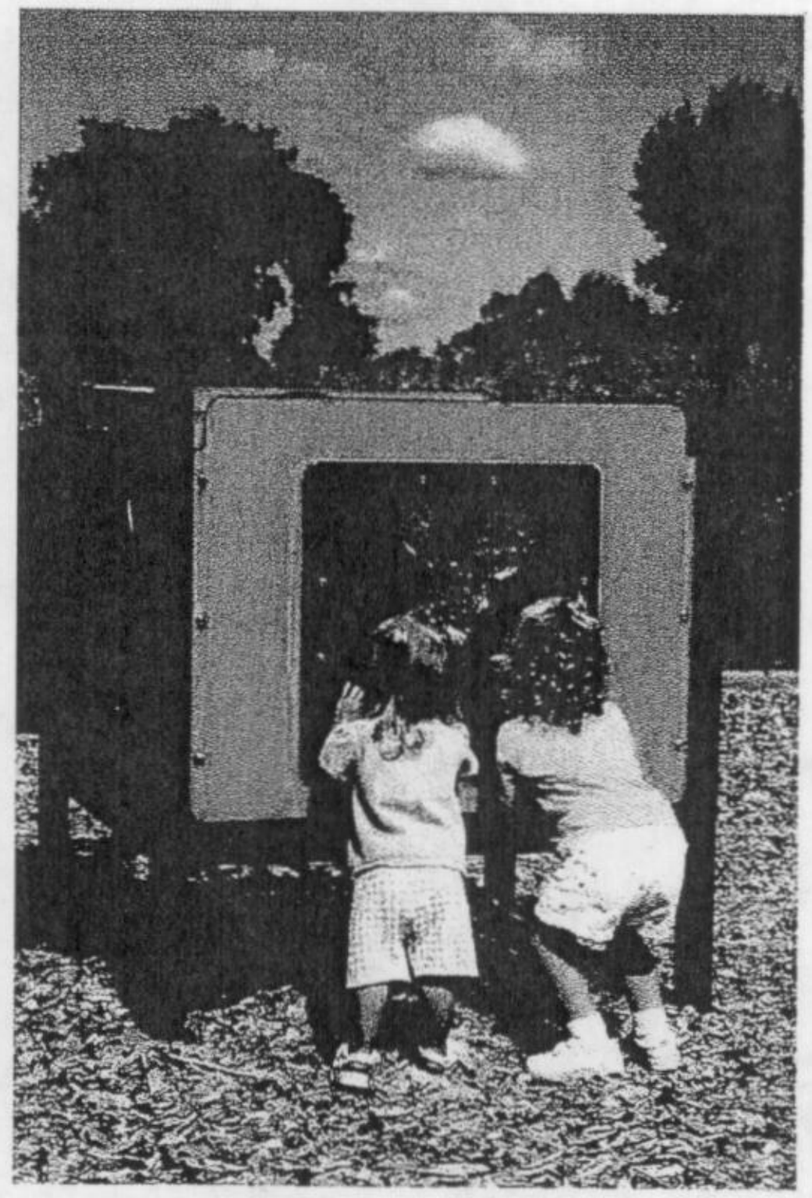
Bubble Panel



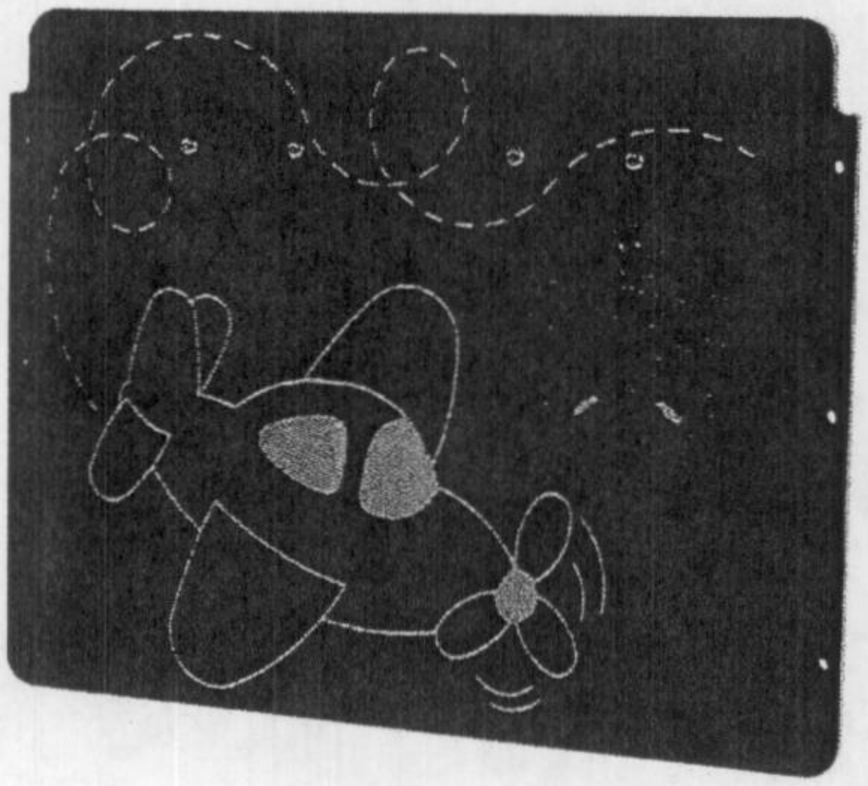
Mirror Panel - Side 1



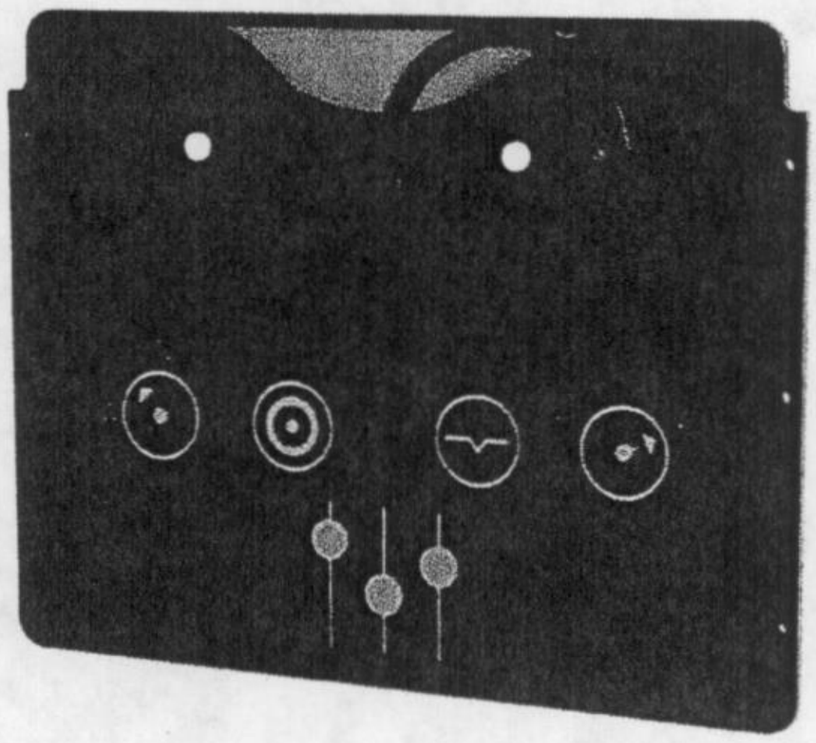
Mirror Panel - Side 2



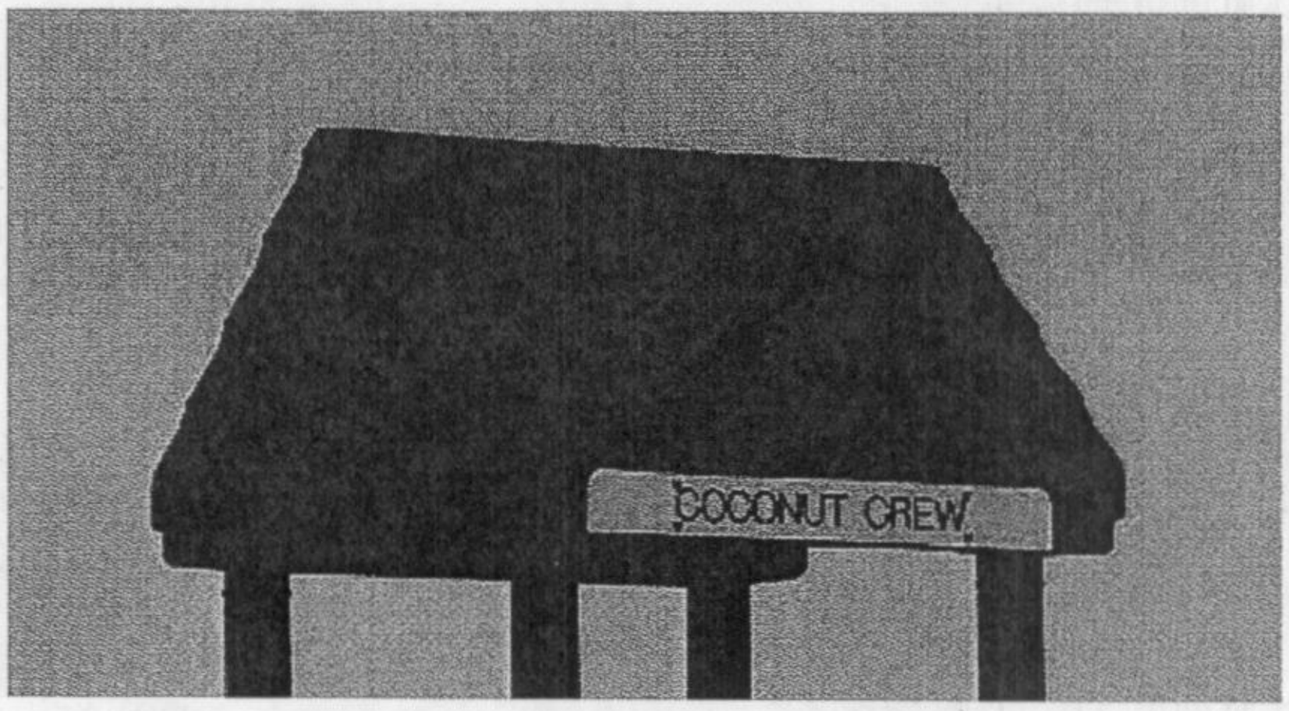
Pilot Panel - Side 1



Pilot Panel - Side 2

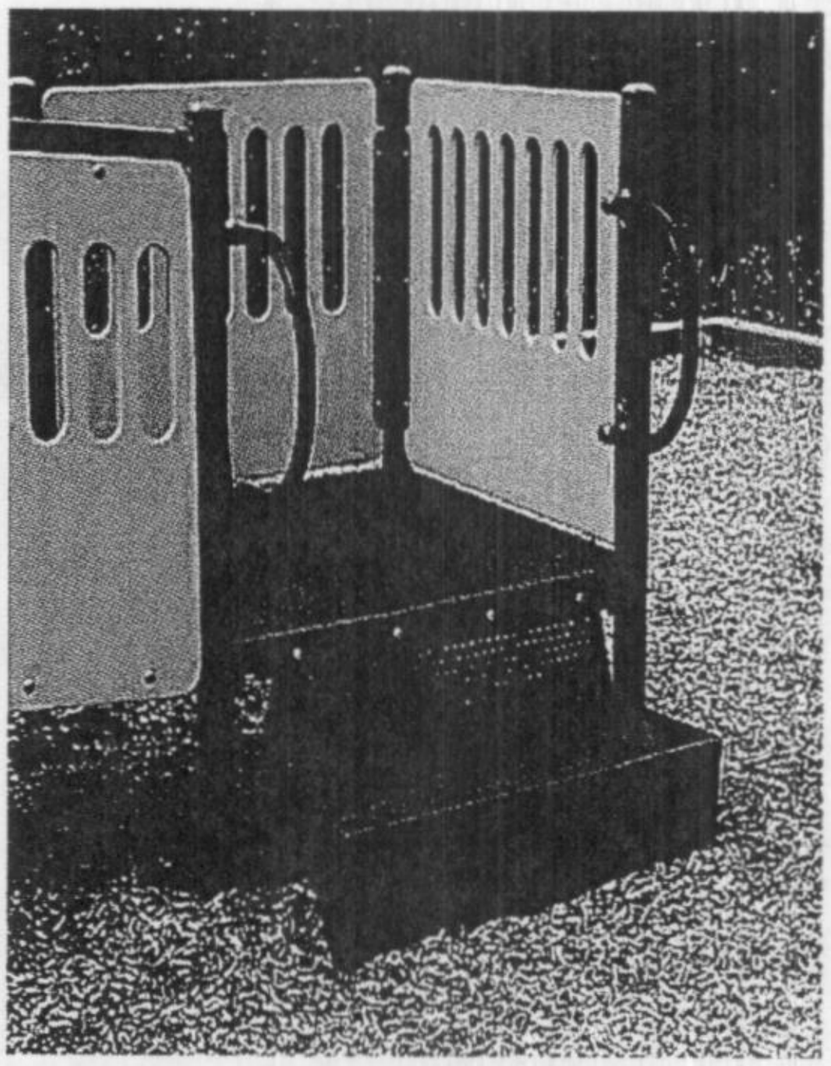


Square Poly Roof
(with Custom Logo)



2-Step Deck Link

Step Deck



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

1-Aug-06
City Council Meeting Date

Jeremy Pate	Planning	Operations
Submitted By	Division	Department

Action Required:

ADM 06-2178 (Growth Group EJ Ball Renovation) Approval of a resolution allowing encroachments into the City's right-of-way for the purpose of constructing canopies on the south and west sides of the EJ Ball Building at 112 West Center Street.

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

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — 7-14-06 Date

City Attorney — 7-14-06

Finance and Internal Service Director — 7/14/06 Date

Mayor — 7/14/06 Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Received in City Clerk's Office ENTERED 7/14/06

Received in Mayor's Office ENTERED 7/14/06

Comments:

City Council Meeting of August 1 2006
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: July 12, 2006

Subject: Canopy Encroachment on EJ Ball Building (ADM 06-2178)

RECOMMENDATION

Planning Staff recommends approval of a resolution allowing encroachments into the City's right-of-way for the purpose of constructing canopies on the south and west sides of the EJ Ball Building at 112 West Center Street in downtown Fayetteville.

In consideration for this intrusion into the right-of-way of Center Street and the public alley on the west side of the EJ Ball Building, staff recommends that: (1) the deteriorated sidewalk on the Center Street side of the building be replaced; (2) a brick band matching the details of the DDEP Improvements be added adjacent to the curb; (3) the problematic curb height be reduced from 12" to 6" and appropriate transition be made subject to Engineering Division approval; and (4) three street trees be planted in structured soil (or similar) and protective tree grates along the 9' sidewalk in front of the building along Center Street, the species and location of which to be approved by the City's Urban Forester.

BACKGROUND

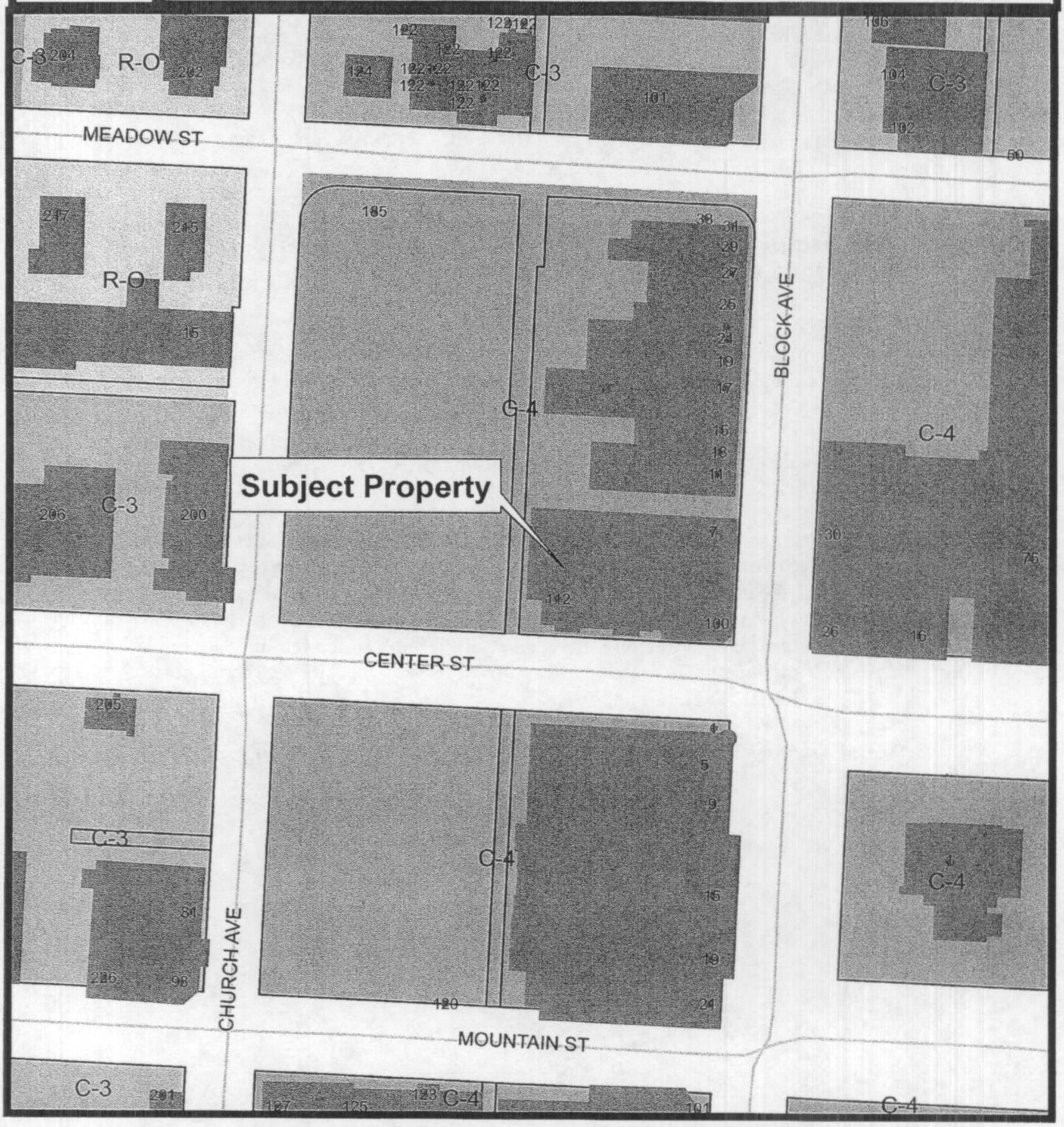
The EJ Ball Building is located at 112 West Center Street on the square in downtown Fayetteville. The applicant would like to renovate this building. The ground and first floor would be extensively remodeled on the interior as well as the exterior. Additionally, the exterior glass will be replaced, the exterior masonry will be cleaned, and a new covered terrace along with a glass roofed entrance canopy is proposed on the south side of the building. Staff finds that the terrace and canopy will provide a previously lacking human and pedestrian scale to the structure, and will be an improvement to downtown. The canopies for this renovation will need to encroach into the City's right-of-way on Center Street and the public alley along the south side of the building. A site plan, cross-sections, and architectural renderings depicting these encroachments and the proposed renovation are attached.

The request is to allow encroachment into the City's right-of-way in the amount of 9' at a height of approximately 17' above the sidewalk for the entrance canopy on Center Street, a 3' dining canopy on Center Street at a height of approximately 13' above the sidewalk, and a 3' dining canopy on the alley adjacent to the west side of the EJ Ball Building at a height of approximately 17' above the alley.

BUDGET IMPACT

None.

ADM 06-2178 Growth Group, EJ Ball Renovation



RESOLUTION NO. _____

A RESOLUTION FOR ADM 06-2178 APPROVING ENCROACHMENTS INTO THE CITY'S RIGHT-OF-WAY FOR THE PURPOSE OF CONSTRUCTING ENTRANCE AND DINING CANOPIES ON THE SOUTH AND WEST SIDES OF 112 WEST CENTER STREET, AS DESCRIBED AND DEPICTED IN THE ATTACHED EXHIBIT.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves encroachments into the City's right-of-way for the purpose of constructing canopies on the south and west sides of 112 West Center Street, as requested by the Group Group, Inc. Plans for the canopies are attached hereto marked Exhibit "A," and made a part hereof.

Section 2. Placement of the canopies shall be approved by the City.

Section 3. In consideration of the encroachment into public right-of-way, the Growth Group, Inc. shall: (a) replace the sidewalk along the Center Street side of the building; (b) add a brick band maintaining the details of the DDEP Improvements adjacent to the curb; (c) reduce the curb height from 12" to 6" and appropriate transition be made subject to Engineering Division approval; and (d) plant three street trees in structured soil (or similar) and protective tree grates along the 9' sidewalk in front of the building along Center Street, the species and location of which to be approved by with the City's Urban Forester.

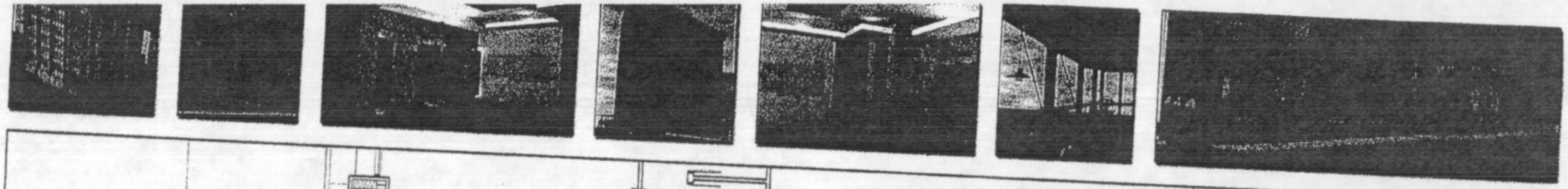
PASSED and **APPROVED** this ____day of _____, 2006.

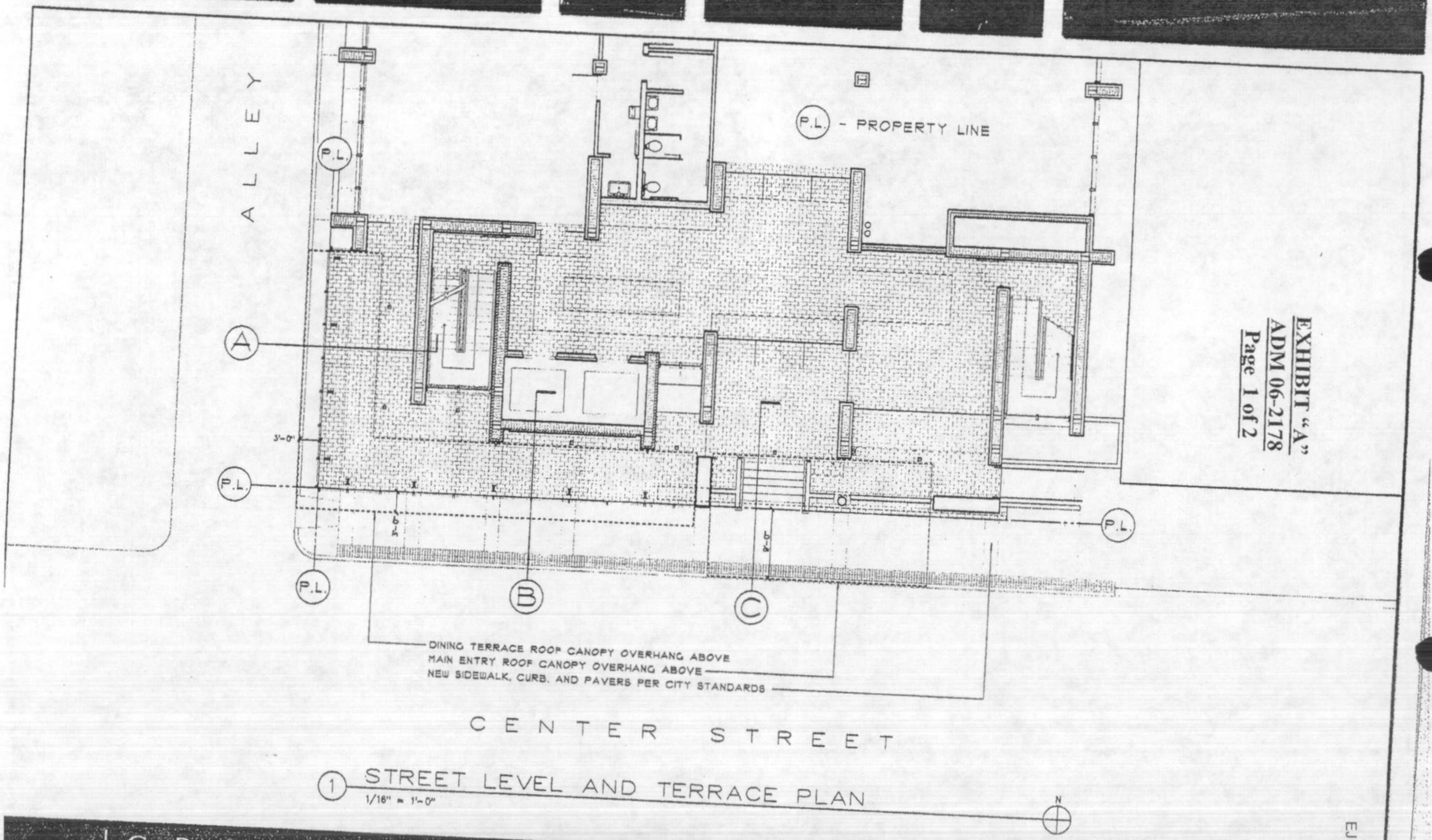
APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk





1 STREET LEVEL AND TERRACE PLAN
1/16" = 1'-0"

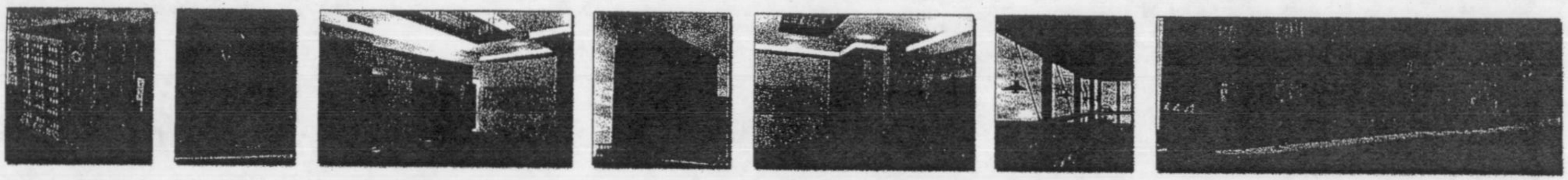
EXHIBIT "A"
ADM 06-2178
Page 1 of 2

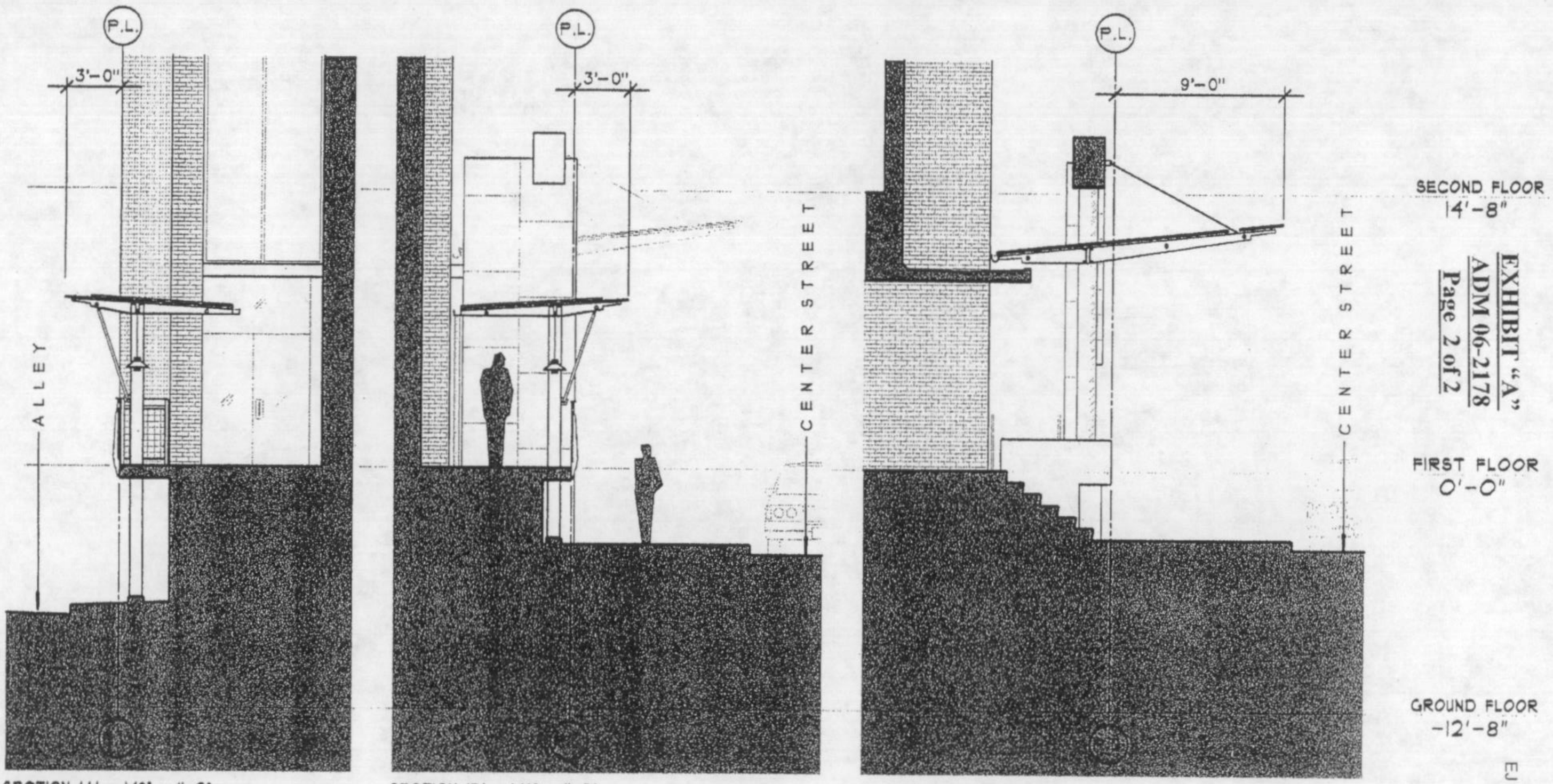
GROWTH GROUP PLAZA
FAYETTEVILLE, ARKANSAS

POLK STANLEY
534A

ROWLAND CURZON PORTER
ARCHITECTS, LTD.

ADM 06-2178
Growth Group
EJ Ball Plaza





SECTION 'A' - 1/8" = 1'-0"
WEST DINING TERRACE

SECTION 'B' - 1/8" = 1'-0"
SOUTH DINING TERRACE

SECTION 'C' - 1/8" = 1'-0"
SOUTH ENTRY CANOPY

EXHIBIT "A"
ADM 06-2178
Page 2 of 2

ADM 0
Growth
EJ Ball Ren
Page

GROWTH GROUP PLAZA
FAYETTEVILLE, ARKANSAS

POLK STANLEY
534A

ROWLAND CURZON PORTER
ARCHITECTS, LTD.

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

8/1/2006
City Council Meeting Date

Tony Johnson, Fire Chief	Fire	Fire
Submitted By	Division	Department

Action Required:

The action that is required is for the City Council to accept the contract with Don Spann Architects for the design and oversight of the replacement of Fire Station #3. This contract will be in the amount of eight percent of the construction contract (projected at $80,000), plus civil and geotechnical work (projected at $10,000), reimbursable (projected at $5,000), and a contingency fund of $10,300. The total authorization of the contract is $105,300.

$ 105,300.00	$842,000	Fire Station Three Expansion
Cost of this request	Category / Project Budget	Program Category / Project Name
4470 9470 5804 00	$ -	Building Construction
Account Number	Funds Used to Date	Program / Project Category Name
05006.1	$ 842,000.00	Sales Tax Improvement
Project Number	Remaining Balance	Fund Name

Budgeted Item [XX] Budget Adjustment Attached [ ]

Department Director	7-14-06 Date	Previous Ordinance or Resolution #
City Attorney	7/17/06 Date	Original Contract Date:
Finance and Internal Service Director	7/18/06 Date	Original Contract Number:
Mayor	7/18/06 Date	

Received in City Clerk's Office ENTERED 7-14-06

Received in Mayor's Office ENTERED 7/17/06

Comments:

Fayetteville Fire Department
303 W. Center St. Fayetteville AR. 72701
Phone (479) 575-8365 Fax (479) 575-0471

MEMORANDUM

TO:

FROM: Tony Johnson, Fire Chief Tony

DATE: July 14, 2006

SUBJECT: Consideration of a contract with Don Spann Architects for the design and oversight of the replacement of Fire Station Three

---

Recommendation:

Staff recommends the City Council approve the attached contract with Don Spann Architects for the design and oversight of the replacement of Fire Station Three to be built at 1851 East Huntsville Road.

Background:

A fire station has been planned for some time to replace Fire Station Three. The City purchased 12.8 acres on Huntsville Road with this use in mind for part of the acreage. The Architect Selection Committee has chosen Don Spann Architects to design and oversee this work.

Discussion:

Negotiation with Mr. Spann has resulted in the following proposal which the staff is recommending for City Council's approval:

Eight percent of the construction contract for the design and oversight fee (projected to be $80,000);

Civil and geotechnical work (projected to be $10,000);

Reimbursable expenses (projected to be $5,000).

Contingency: $10,300.

The total authorization will be $105,300.00

Budgetary Impact:

These funds have been budgeted for this purpose and reside in Account Number: 4470 9470 5804 00.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH DON SPANN ARCHITECTS IN AN AMOUNT NOT TO EXCEED $105,300.00 FOR DESIGN AND OVERSIGHT OF THE REPLACEMENT OF FIRE STATION #3.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a Contract with Don Spann Architects in an amount not to exceed $105,300.00 for design and oversight of the replacement of Fire Station #3. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

DON SPANN AIA ARCHITECT

TRANSMITTAL

TO: COY HURD	**FROM:** DON SPANN
COMPANY: CITY OF FAYETTEVILLE	**DATE:** JULY 12, 2006
ADDRESS: 113 WEST MOUNTAIN ST.	**PROJECT NUMBER:** 0614
CITY/STATE: FAYETTEVILLE, AR 72701	**PROJECT NAME:** FAYETTEVILLE FIRE STATION #3

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ■ AS REQUESTED ■ FOR YOUR USE

SENDING:

2 copies signed Owner – Architect Agreement – " *AIA Document B151 – 1997 Abbreviated Standard Form of Agreement Between Owner and Architect*" for Fayetteville Fire Station #3

NOTES/COMMENTS:

These agreements are for final review, approval and signature. Corrections have been made in accordance with the request of the Fayetteville City Attorney's Office and Fire Chief Tony Johnson.

We understand from our meeting yesterday with the Mayor, Chief Johnson and Councilwoman Thiel that this contract is subject to the following schedule:

Contract Complete ——————————————— July 14, 2006
Contract to Agenda Session ——————————————— July 25, 2006
Contract to Council Tour ——————————————— July 31, 2006
Contract to Council for Approval ——————————————— August 1, 2006

I understand that we are to be present at the Agenda Session and the Council Approval meeting. Please advise us as to the specific location and time for us to be present.

Thank you,

Don Spann AIA Architect

Cc: File

PO BOX 1033 • 1108 WEST POPLAR • ROGERS, AR 72757-1033
PHONE: (479) 636-2552 • FAX: (479) 631-1849

AIA® Document B151™ – 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of August in the year Two Thousand Six
(In words, indicate day, month and year)

BETWEEN Don Spann AIA, Architect's client identified as the City of Fayetteville:
(Name, address and other information)

City of Fayetteville Arkansas, Municipality
113 West Mountain St.
Fayetteville, AR 72701
Telephone Number: 479.575.8330

and Don Spann AIA, Architect:
(Name, address and other information)

Don Spann AIA, Architect, Subchapter S Corporation
1108 West Poplar

For the following Project:
(Include detailed description of Project)

The project is based on remodeling and renovating the old Tyson – "Mexican Original" plant built at the southeast corner of the intersection of South Ray Avenue and Huntsville Road in Fayetteville, Arkansas. Adaptive re-use of the existing space will include:

1. 6,500 square foot Fire Station with 2 apparatus bays, living quarters, kitchen, bunk area, storage, maintenance area and office.
2. 1600 square foot Offices of the Fire Marshal
3. 3,090 square feet for Fire Education and Training including office space for three people, storage, reception, conference room, interrogation room and garage space that ties in with the Fire Station apparatus bay.

Total aggregate square footage for the facility including, accessory use space, circulation, walls and unusable area is approximately 12,000 square feet.

The City of Fayetteville and Don Spann AIA, Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

ARTICLE 1 DON SPANN AIA, ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by Don Spann AIA, Architect, Architect's employees and Don Spann AIA, Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 Don Spann AIA, Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Don Spann AIA, Architect shall submit for the City of Fayetteville's approval a schedule for the performance of Don Spann AIA, Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the City of Fayetteville's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the City of Fayetteville shall not, except for reasonable cause, be exceeded by Don Spann AIA, Architect or City of Fayetteville.

§ 1.3 Don Spann AIA, Architect shall designate a representative authorized to act on behalf of Don Spann AIA, Architect with respect to the Project.

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

(Paragraph deleted)

ARTICLE 2 SCOPE OF DON SPANN AIA, ARCHITECT'S BASIC SERVICES

§ 2.1 DEFINITION

Don Spann AIA, Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 Don Spann AIA, Architect shall review the program furnished by the City of Fayetteville to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City of Fayetteville.

§ 2.2.2 Don Spann AIA, Architect shall provide a preliminary evaluation of the City of Fayetteville's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 Don Spann AIA, Architect shall review with the City of Fayetteville alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, Don Spann AIA, Architect shall prepare, for approval by the City of Fayetteville, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 Don Spann AIA, Architect shall submit to the City of Fayetteville a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the City of Fayetteville in the program, schedule or construction budget, Don Spann AIA, Architect shall prepare, for approval by the City of Fayetteville, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 Don Spann AIA, Architect shall advise the City of Fayetteville of any adjustments to the preliminary estimate of Construction Cost.

Init.
/

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City of Fayetteville, Don Spann AIA, Architect shall prepare, for approval by the City of Fayetteville, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 Don Spann AIA, Architect shall assist the City of Fayetteville in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the City of Fayetteville and Contractor.

§ 2.4.3 Don Spann AIA, Architect shall advise the City of Fayetteville of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

§ 2.4.4 Don Spann AIA, Architect shall assist the City of Fayetteville in connection with the City of Fayetteville's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.5 BIDDING OR NEGOTIATION PHASE

Don Spann AIA, Architect, following the City of Fayetteville's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the City of Fayetteville in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 Don Spann AIA, Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the City of Fayetteville of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 Don Spann AIA, Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by Don Spann AIA, Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of Don Spann AIA, Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the City of Fayetteville and Don Spann AIA, Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 Don Spann AIA, Architect shall be a representative of and shall advise and consult with the City of Fayetteville during the administration of the Contract for Construction. Don Spann AIA, Architect shall have authority to act on behalf of the City of Fayetteville only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 Don Spann AIA, Architect, as a representative of the City of Fayetteville, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the City of Fayetteville and Don Spann AIA, Architect in Article 12, (1) to become generally familiar with and to keep the City of Fayetteville informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City of Fayetteville against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, Don Spann AIA, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Don Spann AIA, Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 Don Spann AIA, Architect shall report to the City of Fayetteville known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, Don Spann AIA,

Init.
/
AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Don Spann AIA, Architect shall be responsible for Don Spann AIA, Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 Don Spann AIA, Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the City of Fayetteville shall endeavor to communicate with the Contractor through Don Spann AIA, Architect about matters arising out of or relating to the Contract Documents. Communications by and with Don Spann AIA, Architect's consultants shall be through Don Spann AIA, Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 Don Spann AIA, Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.9.2 Don Spann AIA, Architect's certification for payment shall constitute a representation to the City of Fayetteville, based on Don Spann AIA, Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of Don Spann AIA, Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by Don Spann AIA, Architect.

§ 2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that Don Spann AIA, Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City of Fayetteville to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.10 Don Spann AIA, Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever Don Spann AIA, Architect considers it necessary or advisable, Don Spann AIA, Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of Don Spann AIA, Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Don Spann AIA, Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.11 Don Spann AIA, Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Don Spann AIA, Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City of Fayetteville, Contractor or separate contractors, while allowing sufficient time in Don Spann AIA, Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Don Spann AIA, Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Don Spann AIA, Architect, of any construction means, methods, techniques, sequences or procedures. Don Spann AIA, Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, Don Spann AIA, Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to Don Spann AIA, Architect. Don Spann AIA, Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.13 Don Spann AIA, Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by Don Spann AIA, Architect as provided in Sections 3.1.1 and 3.3.3, for the City of Fayetteville's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 Don Spann AIA, Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the City of Fayetteville, for the City of Fayetteville's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 Don Spann AIA, Architect shall interpret and decide matters concerning performance of the City of Fayetteville and Contractor under, and requirements of, the Contract Documents on written request of either the City of Fayetteville or Contractor. Don Spann AIA, Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.16 Interpretations and decisions of Don Spann AIA, Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, Don Spann AIA, Architect shall endeavor to secure faithful performance by both City of Fayetteville and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 Don Spann AIA, Architect shall render initial decisions on claims, disputes or other matters in question between the City of Fayetteville and Contractor as provided in the Contract Documents. However, Don Spann AIA, Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the City of Fayetteville as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the City of Fayetteville. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond Don Spann AIA, Architect's control, Don Spann AIA, Architect shall notify the City of Fayetteville prior to commencing such services. If the City of Fayetteville deems that such services described under Section 3.3 are not required, the City of Fayetteville shall give prompt written notice to Don Spann AIA, Architect. If the City of Fayetteville indicates in writing that all or part of such Contingent Additional Services are not required, Don Spann AIA, Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, Don Spann AIA, Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by Don Spann AIA, Architect, and Don Spann AIA, Architect shall be compensated therefor as agreed by the City of Fayetteville and Don Spann AIA, Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

Init.
/
AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

§ 3.2.3 Through the presence at the site of such Project Representatives, Don Spann AIA, Architect shall endeavor to provide further protection for the City of Fayetteville against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of Don Spann AIA, Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the City of Fayetteville, including revisions made necessary by adjustments in the City of Fayetteville's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the City of Fayetteville's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the City of Fayetteville's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the City of Fayetteville or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where Don Spann AIA, Architect is party thereto.

§ 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the City of Fayetteville's needs and programming the requirements of the Project.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the City of Fayetteville.

Init.
/
AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the City of Fayetteville's own forces and coordination of services required in connection with construction performed and equipment supplied by the City of Fayetteville.

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the City of Fayetteville.

§ 3.4.10 Providing detailed estimates of Construction Cost.

§ 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.12 Providing analyses of owning and operating costs.

§ 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.4.14 Providing services for planning tenant or rental spaces.

§ 3.4.15 Making investigations; inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to Don Spann AIA, Architect.

§ 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

§ 3.4.18 Providing services after issuance to the City of Fayetteville of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 CITY OF FAYETTEVILLE'S RESPONSIBILITIES

§ 4.1 The City of Fayetteville shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the City of Fayetteville's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The City of Fayetteville shall furnish to Don Spann AIA, Architect, within 15 days after receipt of a written request, information necessary and relevant for Don Spann AIA, Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The City of Fayetteville shall establish and periodically update an overall budget for the Project, including the Construction Cost, the City of Fayetteville's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The City of Fayetteville shall designate a representative authorized to act on the City of Fayetteville's behalf with respect to the Project. The City of Fayetteville or such designated representative shall render decisions in a timely manner pertaining to documents submitted by Don Spann AIA, Architect in order to avoid unreasonable delay in the orderly and sequential progress of Don Spann AIA, Architect's services.

§ 4.4 The City of Fayetteville shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures;

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.6 The City of Fayetteville shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by Don Spann AIA, Architect and are reasonably required by the scope of the Project.

§ 4.7 The City of Fayetteville shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.8 The City of Fayetteville shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the City of Fayetteville's needs and interests. Such services shall include auditing services the City of Fayetteville may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the City of Fayetteville.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the City of Fayetteville's expense, and Don Spann AIA, Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The City of Fayetteville shall provide prompt written notice to Don Spann AIA, Architect if the City of Fayetteville becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in Don Spann AIA, Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the City of Fayetteville of all elements of the Project designed or specified by Don Spann AIA, Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the City of Fayetteville and equipment designed, specified, selected or specially provided for by Don Spann AIA, Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of Don Spann AIA, Architect and Don Spann AIA, Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the City of Fayetteville as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the City of Fayetteville's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by Don Spann AIA, Architect, represent Don Spann AIA, Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Don Spann AIA, Architect nor the City of Fayetteville has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Don Spann AIA, Don Spann AIA, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the City of Fayetteville's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Don Spann AIA, Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, Don Spann AIA, Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems

Init.
/
AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after Don Spann AIA, Architect submits the Construction Documents to the City of Fayetteville, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City of Fayetteville shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the City of Fayetteville chooses to proceed under Section 5.2.4.4, Don Spann AIA, Architect, without additional compensation, shall modify the documents for which Don Spann AIA, Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the City of Fayetteville shall be the limit of Don Spann AIA, Architect's responsibility under this Section 5.2.5. Don Spann AIA, Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF DON SPANN AIA, ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by Don Spann AIA, Architect and Don Spann AIA, Architect's consultants are Instruments of Service for use solely with respect to this Project. Don Spann AIA, Architect and Don Spann AIA, Architect's consultants shall be deemed the authors and City of Fayetteville's of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 6.2 Upon execution of this Agreement, Don Spann AIA, Architect grants to the City of Fayetteville a nonexclusive license to reproduce Don Spann AIA, Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the City of Fayetteville shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Don Spann AIA, Architect shall obtain similar nonexclusive licenses from Don Spann AIA, Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the City of Fayetteville shall refrain from making further reproductions of Instruments of Service and shall return to Don Spann AIA, Architect within seven days of termination all originals and reproductions in the City of Fayetteville's possession or control. If and upon the date Don Spann AIA, Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the City of Fayetteville to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The City of Fayetteville shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Don Spann AIA, Architect. However, the City of Fayetteville shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Don Spann AIA, Architect and Don Spann AIA, Architect's consultants. The City of Fayetteville shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the City of Fayetteville obtains the prior written agreement of Don Spann AIA, Architect and Don Spann AIA, Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the City of Fayetteville's sole risk and without liability to Don Spann AIA, Architect and Don Spann AIA, Architect's consultants.

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:

§ 6.4 Prior to Don Spann AIA, Architect providing to the City of Fayetteville any Instruments of Service in electronic form or the City of Fayetteville providing to Don Spann AIA, Architect any electronic data for incorporation into the Instruments of Service, the City of Fayetteville and Don Spann AIA, Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

(Paragraphs deleted)

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

Don Spann AIA, Architect and City of Fayetteville waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the City of Fayetteville fails to make payments to Don Spann AIA, Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at Don Spann AIA, Architect's option, cause for suspension of performance of services under this Agreement. If Don Spann AIA, Architect elects to suspend services, prior to suspension of services, Don Spann AIA, Architect shall give seven days' written notice to the City of Fayetteville. In the event of a suspension of services, Don Spann AIA, Architect shall have no liability to the City of Fayetteville for delay or damage caused the City of Fayetteville because of such suspension of services. Before resuming services, Don Spann AIA, Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Don Spann AIA, Architect's services. Don Spann AIA, Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is suspended by the City of Fayetteville for more than 30 consecutive days, Don Spann AIA, Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Don Spann AIA, Architect shall be compensated for expenses incurred in the interruption and resumption of Don Spann AIA, Architect's services. Don Spann AIA, Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Project is suspended or Don Spann AIA, Architect's services are suspended for more than 90 consecutive days, Don Spann AIA, Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 This Agreement may be terminated by the City of Fayetteville upon not less than seven days' written notice to Don Spann AIA, Architect for the City of Fayetteville's convenience and without cause.

§ 8.6 In the event of termination not the fault of Don Spann AIA, Architect, Don Spann AIA, Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which Don Spann AIA, Architect is not otherwise compensated, plus an amount for Don Spann AIA, Architect's anticipated profit on the value of the services not performed by Don Spann AIA, Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of Don Spann AIA, Architect, unless otherwise provided in Article 12.

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when Don Spann AIA, Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, the City of Fayetteville and Don Spann AIA, Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The City of Fayetteville or Don Spann AIA, Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The City of Fayetteville and Don Spann AIA, Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City of Fayetteville nor Don Spann AIA, Architect shall assign this Agreement without the written consent of the other, except that the City of Fayetteville may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the City of Fayetteville's rights and obligations under this Agreement. Don Spann AIA, Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 This Agreement represents the entire and integrated agreement between the City of Fayetteville and Don Spann AIA, Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City of Fayetteville and Don Spann AIA, Architect.

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City of Fayetteville or Don Spann AIA, Architect.

§ 9.8 Unless otherwise provided in this Agreement, Don Spann AIA, Architect and Don Spann AIA, Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 9.9 Don Spann AIA, Architect shall have the right to include photographic or artistic representations of the design of the Project among Don Spann AIA, Architect's promotional and professional materials. Don Spann AIA, Architect shall be given reasonable access to the completed Project to make such representations. However, Don Spann AIA, Architect's materials shall not include the City of Fayetteville's confidential or proprietary information if the City of Fayetteville has previously advised Don Spann AIA, Architect in writing of the specific information considered by the City of Fayetteville to be confidential or proprietary. The City of Fayetteville shall provide professional credit for Don Spann AIA, Architect in the City of Fayetteville's promotional materials for the Project.

§ 9.10 If the City of Fayetteville requests Don Spann AIA, Architect to execute certificates, the proposed language of such certificates shall be submitted to Don Spann AIA, Architect for review at least 14 days prior to the requested dates of execution. Don Spann AIA, Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO DON SPANN AIA, ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of Don Spann AIA, Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

Init.
/
AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Don Spann AIA, Architect and Don Spann AIA, Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

.2 fees paid for securing approval of authorities having jurisdiction over the Project;

.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;

.4 expense of overtime work requiring higher than regular rates if authorized in advance by the City of Fayetteville;

.5 renderings, models and mock-ups requested by the City of Fayetteville;

.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the City of Fayetteville in excess of that normally carried by Don Spann AIA, Architect and Don Spann AIA, Architect's consultants;

.7 reimbursable expenses as designated in Article 12;

.8 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of Don Spann AIA, Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of Don Spann AIA, Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of Don Spann AIA, Architect's statement of services rendered or expenses incurred.

§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from Don Spann AIA, Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which Don Spann AIA, Architect has been adjudged to be liable.

§ 10.6 DON SPANN AIA, ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the City of Fayetteville or the City of Fayetteville's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The City of Fayetteville shall compensate Don Spann AIA, Architect as follows:

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

Init.
/

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Eight per cent (8%) of the Cost of Construction (not to exceed 8% of $2,000,000)

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	fifteen	percent (	15	%)
Design Development Phase:	Twenty	percent (	20	%)
Construction Documents Phase:	forty	percent (	40	%)
Bidding or Negotiation Phase:	five	percent (	5	%)
Construction Phase:	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100.00	%)

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES
§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

Hourly costs based on attached rate schedule titled EXHIBIT "A"

§ 11.3.2 For Additional Services of Don Spann AIA, Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Hourly costs based on attached rate schedule titled EXHIBIT "A"

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one point zero two (1.20) times the amounts billed to Don Spann AIA, Architect for such services.
(Identify specific types of consultants in Article 12, if required.)

§ 11.4 REIMBURSABLE EXPENSES
For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one point zero one (1.10) times the expenses incurred by Don Spann AIA, Architect, Don Spann AIA, Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS
§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of Don Spann AIA, Architect, extension of Don Spann AIA, Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

(Paragraphs deleted)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of Don Spann AIA, Architect, subject to approval of the Fayetteville City Council.

ARTICLE 12 OTHER CONDITIONS OR SERVICES
(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

Init.
/
AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

§ 12.1 CHANGES IN SCOPE OR PRICE
"Changes, modifications, or amendments in scope, price or fees to this agreement shall not be allowed without a prior formal agreement amendment approved by the Mayor and the City Council in advance of the change in scope cost or fees.

§ 12.2 FREEDOM OF INFORMATION ACT
Contracts and documents produced under this agreement are subject to the requirements prescribed in the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Don Spann AIA Architect 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. Costs of reproducibles resulting from any authorized request shall be a reimbursable cost subject to the conditions of Article **§ 11.4** of this agreement

§ 12.3 JURISDICTION
Legal jurisdiction to resolve any disputes shall be the State of Arkansas with Arkansas Law applying to the case.

§ 12.4 CONSULTANTS
At the request of the City of Fayetteville the services of specific consultants are hereby added to Don Spann AIA, Architect's basic services. These services shall be based upon an approved proposal by the City of Fayetteville with the conditions of Article 11.3.3 applying to these costs. Specific Consultant disciplines will include the following:

Civil Engineering
Landscape Architecture
Geotechnical Engineer

This Agreement entered into as of the day and year first written above.

CITY OF FAYETTEVILLE	DON SPANN AIA, ARCHITECT
_____	_____
(Signature)	*(Signature)*
Dan Coody, Mayor	Don Spann, President
(Printed name and title)	*(Printed name and title)*
_____	
(Signature)	
Sondra Smith, City Clerk	
(Printed name and title)	

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

Init.

/

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

EXHIBIT "A"

Don Spann AIA, Architect

HOURLY RATES & REIMBURSABLE EXPENSES

Hourly Rates:
Principal ---------- $110.00 / hour
Staff Architect ---------- $80.00 / hour
Technician ---------- $55.00 / hour
Clerical ---------- $30.00 / hour

Init.

AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:
(2608795819)

Additions and Deletions Report for
AIA® Document B151™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:40:20 on 07/12/2006.

PAGE 1

AGREEMENT made as of the First day of August in the year Two Thousand Six
...
BETWEEN ~~the~~ Don Spann AIA, Architect's client identified as the ~~Owner:~~ City of Fayetteville:
...
City of Fayetteville Arkansas, Municipality
113 West Mountain St.
Fayetteville, AR 72701
Telephone Number: 479.575.8330
...
and ~~the~~ Don Spann AIA, Architect:
...
Don Spann AIA, Architect, Subchapter S Corporation
1108 West Poplar
...

The project is based on remodeling and renovating the old Tyson – "Mexican Original" plant built at the southeast corner of the intersection of South Ray Avenue and Huntsville Road in Fayetteville, Arkansas. Adaptive re-use of the existing space will include;

1. 6,500 square foot Fire Station with 2 apparatus bays, living quarters, kitchen, bunk area, storage, maintenance area and office.
2. 1600 square foot Offices of the Fire Marshal
3. 3,090 square feet for Fire Education and Training including office space for three people, storage, reception, conference room, interrogation room and garage space that ties in with the Fire Station apparatus bay.

Total aggregate square footage for the facility including, accessory use space, circulation, walls and unusable area is approximately 12,000 square feet.
...
The ~~Owner~~ City of Fayetteville and Don Spann AIA, Architect agree as follows.

PAGE 2

~~ARTICLE 1 ARCHITECT'S RESPONSIBILITIES~~ARTICLE 1 DON SPANN AIA, ARCHITECT'S RESPONSIBILITIES
§ 1.1 The services performed by ~~the~~ Don Spann AIA, Architect, Architect's employees and Don Spann AIA, Architect's consultants shall be as enumerated in Articles 2, 3 and 12.
...
§ 1.2 ~~The~~ Don Spann AIA, Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. ~~The~~ Don Spann AIA, Architect shall submit for the ~~Owner's~~ City of Fayetteville's approval a schedule for the performance of ~~the~~ Don Spann AIA, Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the ~~Owner's~~ City of Fayetteville's review and for approval of submissions by authorities having jurisdiction over the

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

Project. Time limits established by this schedule approved by the ~~Owner~~ City of Fayetteville shall not, except for reasonable cause, be exceeded by ~~the~~ Don Spann AIA, Architect or ~~Owner.~~ City of Fayetteville.

...

§ 1.3 ~~The~~ Don Spann AIA, Architect shall designate a representative authorized to act on behalf of ~~the~~ Don Spann AIA, Architect with respect to the Project.

...

~~ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES~~

...

ARTICLE 2 SCOPE OF DON SPANN AIA, ARCHITECT'S BASIC SERVICES

...

~~The~~ Don Spann AIA, Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

...

§ 2.2.1 ~~The~~ Don Spann AIA, Architect shall review the program furnished by the ~~Owner~~ City of Fayetteville to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the ~~Owner.~~ City of Fayetteville.

...

§ 2.2.2 ~~The~~ Don Spann AIA, Architect shall provide a preliminary evaluation of the ~~Owner's~~ City of Fayetteville's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

...

§ 2.2.3 ~~The~~ Don Spann AIA, Architect shall review with the ~~Owner~~ City of Fayetteville alternative approaches to design and construction of the Project.

...

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, ~~the~~ Don Spann AIA, Architect shall prepare, for approval by the ~~Owner,~~ City of Fayetteville, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

...

§ 2.2.5 ~~The~~ Don Spann AIA, Architect shall submit to the ~~Owner~~ City of Fayetteville a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

...

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the ~~Owner~~ City of Fayetteville in the program, schedule or construction budget, ~~the~~ Don Spann AIA, Architect shall prepare, for approval by the ~~Owner,~~ City of Fayetteville, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

...

§ 2.3.2 ~~The~~ Don Spann AIA, Architect shall advise the ~~Owner~~ City of Fayetteville of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the ~~Owner, the~~ City of Fayetteville, Don Spann AIA, Architect shall prepare, for approval by the ~~Owner,~~ City of Fayetteville, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

...

§ 2.4.2 ~~The~~ Don Spann AIA, Architect shall assist the ~~Owner~~ City of Fayetteville in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the ~~Owner~~ City of Fayetteville and Contractor.

...

§ 2.4.3 ~~The~~ Don Spann AIA, Architect shall advise the ~~Owner~~ City of Fayetteville of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

...

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

§ 2.4.4 ~~The~~ Don Spann AIA, Architect shall assist the ~~Owner~~ City of Fayetteville in connection with the ~~Owner's~~ City of Fayetteville's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

...

~~The~~ Don Spann AIA, Architect, following the ~~Owner's~~ City of Fayetteville's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the ~~Owner~~ City of Fayetteville in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

...

§ 2.6.1 ~~The~~ Don Spann AIA, Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the ~~Owner~~ City of Fayetteville of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

...

§ 2.6.2 ~~The~~ Don Spann AIA, Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by ~~the~~ Don Spann AIA, Architect.

...

§ 2.6.3 Duties, responsibilities and limitations of authority of ~~the~~ Don Spann AIA, Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the ~~Owner~~ City of Fayetteville and Don Spann AIA, Architect with consent of the Contractor, which consent will not be unreasonably withheld.

...

§ 2.6.4 ~~The~~ Don Spann AIA, Architect shall be a representative of and shall advise and consult with the ~~Owner~~ City of Fayetteville during the administration of the Contract for Construction. ~~The~~ Don Spann AIA, Architect shall have authority to act on behalf of the ~~Owner~~ City of Fayetteville only to the extent provided in this Agreement unless otherwise modified by written amendment.

...

§ 2.6.5 ~~The~~ Don Spann AIA, Architect, as a representative of the ~~Owner,~~ City of Fayetteville, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the ~~Owner~~ City of Fayetteville and ~~the~~ Don Spann AIA, Architect in Article 12, (1) to become generally familiar with and to keep the ~~Owner~~ City of Fayetteville informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the ~~Owner~~ City of Fayetteville against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, ~~the~~ Don Spann AIA, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ~~The~~ Don Spann AIA, Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

...

§ 2.6.6 ~~The~~ Don Spann AIA, Architect shall report to the ~~Owner~~ City of Fayetteville known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, ~~the~~ Don Spann AIA, Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. ~~The~~ Don Spann AIA, Architect shall be responsible for ~~the~~ Don Spann AIA, Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

PAGE 4

§ 2.6.7 ~~The~~ Don Spann AIA, Architect shall at all times have access to the Work wherever it is in preparation or progress.

...

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the ~~Owner~~ City of Fayetteville shall endeavor to communicate with the Contractor through ~~the~~ Don Spann AIA, Architect about matters arising out of or relating to the Contract Documents. Communications by and with ~~the~~ Don Spann AIA, Architect's consultants shall be through ~~the~~ Don Spann AIA, Architect.

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

...

§ 2.6.9.1 ~~The~~ Don Spann AIA, Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

...

§ 2.6.9.2 ~~The~~ Don Spann AIA, Architect's certification for payment shall constitute a representation to the ~~Owner,~~ City of Fayetteville, based on ~~the~~ Don Spann AIA, Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of ~~the~~ Don Spann AIA, Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by ~~the~~ Don Spann AIA, Architect.

...

§ 2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that ~~the~~ Don Spann AIA, Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the ~~Owner~~ City of Fayetteville to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

...

§ 2.6.10 ~~The~~ Don Spann AIA, Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever ~~the~~ Don Spann AIA, Architect considers it necessary or advisable, ~~the~~ Don Spann AIA, Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of ~~the~~ Don Spann AIA, Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of ~~the~~ Don Spann AIA, Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

...

§ 2.6.11 ~~The~~ Don Spann AIA, Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. ~~The~~ Don Spann AIA, Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the ~~Owner,~~ City of Fayetteville, Contractor or separate contractors, while allowing sufficient time in ~~the~~ Don Spann AIA, Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. ~~The~~ Don Spann AIA, Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by ~~the~~ Don Spann AIA, Architect, of any construction means, methods, techniques, sequences or procedures. ~~The~~ Don Spann AIA, Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

§ 2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, ~~the~~ Don Spann AIA, Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to ~~the~~ Don Spann AIA, Architect. ~~The~~ Don Spann AIA, Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

PAGE 5

§ 2.6.13 ~~The~~ Don Spann AIA, Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by ~~the~~ Don Spann AIA, Architect as provided in Sections 3.1.1 and 3.3.3, for the ~~Owner's~~ City of Fayetteville's approval and execution in accordance with the Contract

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:

(2608795819)

Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

...

§ 2.6.14 ~~The~~ Don Spann AIA, Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the ~~Owner,~~ City of Fayetteville, for the ~~Owner's~~ City of Fayetteville's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

...

§ 2.6.15 ~~The~~ Don Spann AIA, Architect shall interpret and decide matters concerning performance of the ~~Owner~~ City of Fayetteville and Contractor under, and requirements of, the Contract Documents on written request of either the ~~Owner~~ City of Fayetteville or Contractor. ~~The~~ Don Spann AIA, Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

...

§ 2.6.16 Interpretations and decisions of ~~the~~ Don Spann AIA, Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, ~~the~~ Don Spann AIA, Architect shall endeavor to secure faithful performance by both ~~Owner~~ City of Fayetteville and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

...

§ 2.6.17 ~~The~~ Don Spann AIA, Architect shall render initial decisions on claims, disputes or other matters in question between the ~~Owner~~ City of Fayetteville and Contractor as provided in the Contract Documents. However, ~~the~~ Don Spann AIA, Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

~~**§ 2.6.18** The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.~~

...

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the ~~Owner~~ City of Fayetteville as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the ~~Owner.~~ City of Fayetteville. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond ~~the~~ Don Spann AIA, Architect's control, ~~the~~ Don Spann AIA, Architect shall notify the ~~Owner~~ City of Fayetteville prior to commencing such services. If the ~~Owner~~ City of Fayetteville deems that such services described under Section 3.3 are not required, the ~~Owner~~ City of Fayetteville shall give prompt written notice to ~~the~~ Don Spann AIA, Architect. If the ~~Owner~~ City of Fayetteville indicates in writing that all or part of such Contingent Additional Services are not required, ~~the~~ Don Spann AIA, Architect shall have no obligation to provide those services.

...

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, ~~the~~ Don Spann AIA, Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

...

§ 3.2.2 Project Representatives shall be selected, employed and directed by ~~the~~ Don Spann AIA, Architect, and ~~the~~ Don Spann AIA, Architect shall be compensated therefor as agreed by the ~~Owner~~ City of Fayetteville and Don Spann AIA, Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

PAGE 6

§ 3.2.3 Through the presence at the site of such Project Representatives, ~~the~~ Don Spann AIA, Architect shall endeavor to provide further protection for the ~~Owner~~ City of Fayetteville against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of ~~the~~ Don Spann AIA, Architect as described elsewhere in this Agreement.

...

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

.1 inconsistent with approvals or instructions previously given by the ~~Owner,~~ City of Fayetteville, including revisions made necessary by adjustments in the ~~Owner's~~ City of Fayetteville's program or Project budget;

...

.3 due to changes required as a result of the ~~Owner's~~ City of Fayetteville's failure to render decisions in a timely manner.

...

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the ~~Owner's~~ City of Fayetteville's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

...

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the ~~Owner~~ City of Fayetteville or Contractor under the Contract for Construction.

...

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where ~~the~~ Don Spann AIA, Architect is party thereto.

...

§ 3.4.1 Providing analyses of the ~~Owner's~~ City of Fayetteville's needs and programming the requirements of the Project.

...

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the ~~Owner.~~ City of Fayetteville.

PAGE 7

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the ~~Owner's~~ City of Fayetteville's own forces and coordination of services required in connection with construction performed and equipment supplied by the ~~Owner.~~ City of Fayetteville.

...

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the ~~Owner.~~ City of Fayetteville.

...

§ 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to ~~the~~ Don Spann AIA, Architect.

...

§ 3.4.18 Providing services after issuance to the ~~Owner~~ City of Fayetteville of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

...

~~ARTICLE 4 OWNER'S RESPONSIBILITIES~~ARTICLE 4 CITY OF FAYETTEVILLE'S RESPONSIBILITIES

§ 4.1 The ~~Owner~~ City of Fayetteville shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the ~~Owner's~~ City of Fayetteville's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The ~~Owner~~ City of Fayetteville shall furnish to ~~the~~ Don Spann AIA, Architect, within 15 days after receipt of a written request, information necessary and relevant for ~~the~~ Don Spann AIA, Architect to evaluate, give notice of or enforce lien rights.

...

§ 4.2 The ~~Owner~~ City of Fayetteville shall establish and periodically update an overall budget for the Project, including the Construction Cost, the ~~Owner's~~ City of Fayetteville's other costs and reasonable contingencies related to all of these costs.

...

§ 4.3 The ~~Owner~~ City of Fayetteville shall designate a representative authorized to act on the ~~Owner's~~ City of Fayetteville's behalf with respect to the Project. The ~~Owner~~ City of Fayetteville or such designated representative shall render decisions in a timely manner pertaining to documents submitted by ~~the~~ Don Spann AIA, Architect in order to avoid unreasonable delay in the orderly and sequential progress of ~~the~~ Don Spann AIA, Architect's services.

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:

(2608795819)

...

§ 4.4 The ~~Owner~~ City of Fayetteville shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~**§ 4.5** The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.~~

...

§ 4.6 The ~~Owner~~ City of Fayetteville shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by ~~the~~ Don Spann AIA, Architect and are reasonably required by the scope of the Project.

...

§ 4.7 The ~~Owner~~ City of Fayetteville shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

...

§ 4.8 The ~~Owner~~ City of Fayetteville shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the ~~Owner's~~ City of Fayetteville's needs and interests. Such services shall include auditing services the ~~Owner~~ City of Fayetteville may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the ~~Owner.~~ City of Fayetteville.

...

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the ~~Owner's~~ City of Fayetteville's expense, and ~~the~~ Don Spann AIA, Architect shall be entitled to rely upon the accuracy and completeness thereof.

...

§ 4.10 The ~~Owner~~ City of Fayetteville shall provide prompt written notice to ~~the~~ Don Spann AIA, Architect if the ~~Owner~~ City of Fayetteville becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in ~~the~~ Don Spann AIA, Architect's Instruments of Service.

...

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the ~~Owner~~ City of Fayetteville of all elements of the Project designed or specified by ~~the~~ Don Spann AIA, Architect.

...

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the ~~Owner~~ City of Fayetteville and equipment designed, specified, selected or specially provided for by ~~the~~ Don Spann AIA, Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

...

§ 5.1.3 Construction Cost does not include the compensation of ~~the~~ Don Spann AIA, Architect and ~~the~~ Don Spann AIA, Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the ~~Owner~~ City of Fayetteville as provided in Article 4.

...

§ 5.2.1 Evaluations of the ~~Owner's~~ City of Fayetteville's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by ~~the~~ Don Spann AIA, Architect, represent ~~the~~ Don Spann AIA, Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither ~~the~~ Don Spann AIA, Architect nor the ~~Owner~~ City of Fayetteville has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

competitive bidding, market or negotiating conditions. Accordingly, ~~the~~ Don Spann AIA, Don Spann AIA, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the ~~Owner's~~ City of Fayetteville's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by ~~the~~ Don Spann AIA, Architect.

...

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, ~~the~~ Don Spann AIA, Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

PAGE 9

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after ~~the~~ Don Spann AIA, Architect submits the Construction Documents to the ~~Owner,~~ City of Fayetteville, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

...

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the ~~Owner~~ City of Fayetteville shall:

...

§ 5.2.5 If the ~~Owner~~ City of Fayetteville chooses to proceed under Section 5.2.4.4, ~~the~~ Don Spann AIA, Architect, without additional compensation, shall modify the documents for which ~~the~~ Don Spann AIA, Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the ~~Owner~~ City of Fayetteville shall be the limit of ~~the~~ Don Spann AIA, Architect's responsibility under this Section 5.2.5. ~~The~~ Don Spann AIA, Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

~~ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~ARTICLE 6 USE OF DON SPANN AIA, ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by ~~the~~ Don Spann AIA, Architect and ~~the~~ Don Spann AIA, Architect's consultants are Instruments of Service for use solely with respect to this Project. ~~The~~ Don Spann AIA, Architect and ~~the~~ Don Spann AIA, Architect's consultants shall be deemed the authors and ~~owners~~ City of Fayetteville's of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

...

§ 6.2 Upon execution of this Agreement, ~~the~~ Don Spann AIA, Architect grants to the ~~Owner~~ City of Fayetteville a nonexclusive license to reproduce ~~the~~ Don Spann AIA, Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the ~~Owner~~ City of Fayetteville shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. ~~The~~ Don Spann AIA, Architect shall obtain similar nonexclusive licenses from ~~the~~ Don Spann AIA, Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the ~~Owner~~ City of Fayetteville shall refrain from making further reproductions of Instruments of Service and shall return to ~~the~~ Don Spann AIA, Architect within seven days of termination all originals and reproductions in the ~~Owner's~~ City of Fayetteville's possession or control. If and upon the date ~~the~~ Don Spann AIA, Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the ~~Owner~~ City of Fayetteville to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

...

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The ~~Owner~~ City of Fayetteville shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of ~~the~~ Don Spann AIA, Architect. However, the ~~Owner~~ City of Fayetteville shall be permitted to authorize the Contractor, Subcontractors,

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of ~~the~~ Don Spann AIA, Architect and ~~the~~ Don Spann AIA, Architect's consultants. The ~~Owner~~ City of Fayetteville shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the ~~Owner~~ City of Fayetteville obtains the prior written agreement of ~~the~~ Don Spann AIA, Architect and ~~the~~ Don Spann AIA, Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the ~~Owner's~~ City of Fayetteville's sole risk and without liability to ~~the~~ Don Spann AIA, Architect and ~~the~~ Don Spann AIA, Architect's consultants.

PAGE 10

§ 6.4 Prior to ~~the~~ Don Spann AIA, Architect providing to the ~~Owner~~ City of Fayetteville any Instruments of Service in electronic form or the ~~Owner~~ City of Fayetteville providing to ~~the~~ Don Spann AIA, Architect any electronic data for incorporation into the Instruments of Service, the ~~Owner~~ City of Fayetteville and ~~the~~ Don Spann AIA, Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

...

~~**§ 7.1 MEDIATION**~~

~~**§ 7.1.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.~~

~~**§ 7.1.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.~~

~~**§ 7.1.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~**§ 7.2 ARBITRATION**~~

~~**§ 7.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.~~

~~**§ 7.2.2** Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.~~

~~**§ 7.2.3** A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~**§ 7.2.4** No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be~~

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

~~joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~The~~ Don Spann AIA, Architect and ~~Owner~~ City of Fayetteville waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

...

§ 8.1 If the ~~Owner~~ City of Fayetteville fails to make payments to ~~the~~ Don Spann AIA, Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at ~~the~~ Don Spann AIA, Architect's option, cause for suspension of performance of services under this Agreement. If ~~the~~ Don Spann AIA, Architect elects to suspend services, prior to suspension of services, ~~the~~ Don Spann AIA, Architect shall give seven days' written notice to the ~~Owner.~~ City of Fayetteville. In the event of a suspension of services, ~~the~~ Don Spann AIA, Architect shall have no liability to the ~~Owner~~ City of Fayetteville for delay or damage caused the ~~Owner~~ City of Fayetteville because of such suspension of services. Before resuming services, ~~the~~ Don Spann AIA, Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of ~~the~~ Don Spann AIA, Architect's services. ~~The~~ Don Spann AIA, Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 8.2 If the Project is suspended by the ~~Owner~~ City of Fayetteville for more than 30 consecutive days, ~~the~~ Don Spann AIA, Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, ~~the~~ Don Spann AIA, Architect shall be compensated for expenses incurred in the interruption and resumption of ~~the~~ Don Spann AIA, Architect's services. ~~The~~ Don Spann AIA, Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 8.3 If the Project is suspended or ~~the~~ Don Spann AIA, Architect's services are suspended for more than 90 consecutive days, ~~the~~ Don Spann AIA, Architect may terminate this Agreement by giving not less than seven days' written notice.

...

§ 8.5 This Agreement may be terminated by the ~~Owner~~ City of Fayetteville upon not less than seven days' written notice to ~~the~~ Don Spann AIA, Architect for the ~~Owner's~~ City of Fayetteville's convenience and without cause.

...

§ 8.6 In the event of termination not the fault of ~~the~~ Don Spann AIA, Architect, ~~the~~ Don Spann AIA, Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

...

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which ~~the~~ Don Spann AIA, Architect is not otherwise compensated, plus an amount for ~~the~~ Don Spann AIA, Architect's anticipated profit on the value of the services not performed by ~~the~~ Don Spann AIA, Architect.

...

§ 9.1 This Agreement shall be governed by the law of the principal place of business of ~~the~~ Don Spann AIA, Architect, unless otherwise provided in Article 12.

PAGE 11

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes:

(2608795819)

such statutes of limitations commence to run any later than the date when ~~the~~ Don Spann AIA, Architect's services are substantially completed.

...

§ 9.4 To the extent damages are covered by property insurance during construction, the ~~Owner~~ City of Fayetteville and Don Spann AIA, Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The ~~Owner~~ City of Fayetteville or ~~the~~ Don Spann AIA, Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

...

§ 9.5 The ~~Owner~~ City of Fayetteville and Don Spann AIA, Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the ~~Owner~~ City of Fayetteville nor ~~the~~ Don Spann AIA, Architect shall assign this Agreement without the written consent of the other, except that the ~~Owner~~ City of Fayetteville may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the ~~Owner's~~ City of Fayetteville's rights and obligations under this Agreement. ~~The~~ Don Spann AIA, Architect shall execute all consents reasonably required to facilitate such assignment.

...

§ 9.6 This Agreement represents the entire and integrated agreement between the ~~Owner~~ City of Fayetteville and ~~the~~ Don Spann AIA, Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ~~Owner~~ City of Fayetteville and Don Spann AIA, Architect.

...

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the ~~Owner~~ City of Fayetteville or Don Spann AIA, Architect.

...

§ 9.8 Unless otherwise provided in this Agreement, ~~the~~ Don Spann AIA, Architect and Don Spann AIA, Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

...

§ 9.9 ~~The~~ Don Spann AIA, Architect shall have the right to include photographic or artistic representations of the design of the Project among ~~the~~ Don Spann AIA, Architect's promotional and professional materials. ~~The~~ Don Spann AIA, Architect shall be given reasonable access to the completed Project to make such representations. However, ~~the~~ Don Spann AIA, Architect's materials shall not include the ~~Owner's~~ City of Fayetteville's confidential or proprietary information if the ~~Owner~~ City of Fayetteville has previously advised ~~the~~ Don Spann AIA, Architect in writing of the specific information considered by the ~~Owner~~ City of Fayetteville to be confidential or proprietary. The ~~Owner~~ City of Fayetteville shall provide professional credit for ~~the~~ Don Spann AIA, Architect in the ~~Owner's~~ City of Fayetteville's promotional materials for the Project.

...

§ 9.10 If the ~~Owner~~ City of Fayetteville requests ~~the~~ Don Spann AIA, Architect to execute certificates, the proposed language of such certificates shall be submitted to ~~the~~ Don Spann AIA, Architect for review at least 14 days prior to the requested dates of execution. ~~The~~ Don Spann AIA, Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

...

~~ARTICLE 10 PAYMENTS TO THE ARCHITECT~~ARTICLE 10 PAYMENTS TO DON SPANN AIA, ARCHITECT

...

Direct Personnel Expense is defined as the direct salaries of ~~the~~ Don Spann AIA, Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by ~~the~~ Don Spann AIA, Architect and Don Spann AIA, Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

...

.4 expense of overtime work requiring higher than regular rates if authorized in advance by the ~~Owner;~~City of Fayetteville;

.5 renderings, models and mock-ups requested by the ~~Owner;~~City of Fayetteville;

.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the ~~Owner~~ City of Fayetteville in excess of that normally carried by ~~the~~ Don Spann AIA, Architect and ~~the~~ Don Spann AIA, Architect's consultants;

...

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of ~~the~~ Don Spann AIA, Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

...

Payments on account of ~~the~~ Don Spann AIA, Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of ~~the~~ Don Spann AIA, Architect's statement of services rendered or expenses incurred.

...

No deductions shall be made from ~~the~~ Don Spann AIA, Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which ~~the~~ Don Spann AIA, Architect has been adjudged to be liable.

...

§ 10.6 DON SPANN AIA, ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the ~~Owner~~ City of Fayetteville or the ~~Owner's~~ City of Fayetteville's authorized representative at mutually convenient times.

...

The ~~Owner~~ City of Fayetteville shall compensate ~~the~~ Don Spann AIA, Architect as follows:

~~**§ 11.1 An Initial Payment of (($) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.**~~

PAGE 13

Eight per cent (8%) of the Cost of Construction (not to exceed 8% of $2,000,000)

...

Schematic Design Phase:	fifteen	percent (	15	%)
Design Development Phase:	Twenty	percent (	20	%)
Construction Documents Phase:	forty	percent (	40	%)
Bidding or Negotiation Phase:	five	percent (	5	%)
Construction Phase:	twenty	percent (	20	%)

...

Hourly costs based on attached rate schedule titled EXHIBIT "A"

...

§ 11.3.2 For Additional Services of ~~the~~ Don Spann AIA, Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

...

Hourly costs based on attached rate schedule titled EXHIBIT "A"

...

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one point zero two (1.20) times the amounts billed to ~~the~~ Don Spann AIA, Architect for such services.

...

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one point zero one (1.10) times the expenses incurred by ~~the~~ Don Spann AIA, Architect, ~~the~~ Don Spann AIA, Architect's employees and consultants directly related to the Project.

...

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of ~~the~~ Don Spann AIA, Architect, extension of ~~the~~ Don Spann AIA, Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

~~**§ 11.5.2** Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~*(Insert rate of interest agreed upon.)*~~

~~*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*~~

...

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of Don Spann AIA, Architect, subject to approval of the ~~Architect.~~ Fayetteville City Council.

PAGE 14

§ 12.1 CHANGES IN SCOPE OR PRICE
"Changes, modifications, or amendments in scope, price or fees to this agreement shall not be allowed without a prior formal agreement amendment approved by the Mayor and the City Council in advance of the change in scope cost or fees.

§ 12.2 FREEDOM OF INFORMATION ACT
Contracts and documents produced under this agreement are subject to the requirements prescribed in the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Don Spann AIA Architect 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. Costs of reproducibles resulting from any authorized request shall be a reimbursable cost subject to the conditions of Article **§ 11.4** of this agreement

§ 12.3 JURISDICTION
Legal jurisdiction to resolve any disputes shall be the State of Arkansas with Arkansas Law applying to the case.

§ 12.4 CONSULTANTS
At the request of the City of Fayetteville the services of specific consultants are hereby added to Don Spann AIA, Architect's basic services. These services shall be based upon an approved proposal by the City of Fayetteville with the conditions of Article 11.3.3 applying to these costs. Specific Consultant disciplines will include the following:

Civil Engineering
Landscape Architecture
Geotechnical Engineer

...

~~OWNER~~CITY OF FAYETTEVILLE	DON SPANN AIA, ARCHITECT
...	
Dan Coody, Mayor	Don Spann, President
...	

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

_____
(Signature)
Sondra Smith, City Clerk
(Printed name and title)

EXHIBIT "A"

Don Spann AIA, Architect

HOURLY RATES & REIMBURSABLE EXPENSES

Hourly Rates:

Principal	$110.00 / hour
Staff Architect	$80.00 / hour
Technician	$55.00 / hour
Clerical	$30.00 / hour

Additions and Deletions Report for AIA Document B151™ – 1997. Copyright © 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Don Spann, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:40:20 on 07/12/2006 under Order No. 1000228753_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B151™ – 1997 - Abbreviated Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Don Spann
(Signed)

PRESIDENT
(Title)

7/13/06
(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:20 on 07/12/2006 under Order No.1000228753_1 which expires on 3/21/2007, and is not for resale.
User Notes: (2608795819)

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

18-Jul-06
City Council Meeting Date

Jeremy Pate	Planning	Operations
Submitted By	Division	Department

Action Required:

ANX 06-2125 (Dunnerstock/Foster, 397): Submitted by James McCord for property located at north end of 59th Avenue, off Wedington Drive. The property is in the Planning Area and contains approximately 60.20 acres. The request is to annex the subject property into the City of Fayetteville.

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

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — 6-30-06 Date

City Attorney — 6-30-06

Finance and Internal Service Director — 7/3/06 Date

Mayor — 7/5/06 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office ENTERED 6/30/06

Received in Mayor's Office ENTERED 6/30/06

Comments:

Left on the second reading 7/18/06

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: June 29, 2006

Subject: Annexation for Dunnerstock/Foster (ANX 06-2125)

RECOMMENDATION

The Planning Commission recommended approval of the subject annexation request for approximately 60.20 acres of property located at 59th Avenue, north of Wedington.

BACKGROUND

The subject property contains approximately 60.20 acres and is located north of Wedington Drive. The Master Street Plan designates 59th Avenue as a collector street, which if constructed, would traverse north through the subject property. The Heritage Village Subdivision is located adjacent to the east property line, with an existing stub-out that intersects the subject property. The property to the west is largely undeveloped with large lot single-family homes and farmland.

DISCUSSION

This item was heard at the regular Planning Commission on June 26, 2006. The Planning Commission voted 6-2-0 to recommend approval of this annexation request to the City Council, with Commissioners Ostner and Anthes voting no.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE ANNEXING THAT PROPERTY DESCRIBED IN ANNEXATION PETITION ANX 06-2125 (CC2006-5), FOR PROPERTY LOCATED AT THE NORTH END OF 59TH AVENUE, OFF WEDINGTON DRIVE, CONTAINING APPROXIMATELY 60.20 ACRES.

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

Section 1: That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of that property described in Exhibit "A" and map labeled Exhibit "B" attached hereto and made a part hereof.

Section 2: That the official map of the City of Fayetteville, Arkansas, is hereby amended to reflect the change provided in Section 1 above.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to assign the zoning designation of R-A, Residential Agricultural to the subject property.

Section 4: That the above-described property is hereby assigned to Ward No. Four.

PASSED and **APPROVED** this___day of _____, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
ANX 06-2125

ALL OF THE NW ¼ OF THE NW ¼ AND PART OF THE SW ¼ OF THE NW ¼ OF SECTION 11, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID NW ¼, NW ¼ THENCE S00°58'01"W 1994.84 FEET, THENCE N89°05'25"W 1321.29 FEET; THENCE N01°03'51"E 1979.92 FEET; THENCE S89°44'21"E 1318.03 FEET TO THE P.O.B.; CONTAINING 60.21 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

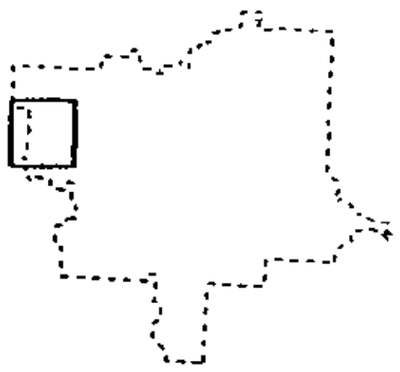
EXHIBIT "B"

ANX06-2125

One Mile View

DUNNERSTOCK/FOSTER

Overview



Legend

Subject Property

ANX06-2125

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

PC Meeting of June 26, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Jesse Fulcher, Current Planner
THRU:	Jeremy Pate, Director of Current Planning
DATE:	June 20, 2006

ANX 06-2125: (DUNNERSTOCK/FOSTER, 397): Submitted by JAMES MCCORD for property located at N END OF 59TH AVENUE, OFF WEDINGTON DRIVE. The property is in the Planning Area and contains approximately 60.20 acres. The request is to annex the subject property into the City of Fayetteville.

Planner: Jesse Fulcher

RECOMMENDATION:

Staff recommends approval of the requested annexation based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	**Required**	**YES**
	√Forwarded	**☐ Denied**
Date: June 26, 2006		
CITY COUNCIL ACTION:	**Required**	**YES**
	☐ Approved	**☐ Denied**
Date: July 18, 2006 (1st reading if recommended)		

BACKGROUND:

Property description & Proposal: The subject property contains approximately 60.20 acres and is located north of Wedington Drive. The Master Street Plan designates 59th Avenue as a collector street, which if constructed, would traverse north through the subject property. The Heritage Village Subdivision is located adjacent to the east property line, with an existing stub-out that intersects the subject property. The property to the west is largely undeveloped with large lot single-family homes and farmland.

Recommendation: Staff recommends approval of the proposed annexation. The subject property is adjacent to the City limits, and anticipated development of the property as proposed by the owner will be consistent and compatible to surrounding subdivisions should the property be annexed into the City of Fayetteville. Furthermore, the annexation proposed creates a logical and reasonable city limit boundary in this location.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Single family homes on large lots	Planning Area
South	Single family homes on large lots	R-A, Residential Agriculture
East	Heritage Village Subdivision	RT-12, Residential Two and Three Family
West	Single family homes on large lots	Planning Area

INFRASTRUCTURE:

Streets: The site has access to Wedington Drive, Fountain Street and 59th Avenue. Improvements will be required to surrounding streets which includes off-site improvements. An evaluation will be made by staff at the time of preliminary plat or large scale development.

Water: Public water is near to the site. A study of the water system shall be conducted by the developer. Substantial improvements to the water system may be required which includes off-site improvements. An evaluation will be made by staff at the time of preliminary plat or large scale development.

Sewer: Sanitary sewer is near to the site. Substantial improvements to the sewer system may be required which includes off-site improvements. This development will be within the sewer assessment area. An evaluation will be made by staff at the time of preliminary plat or large scale development. A study of the downstream system shall be conducted by the developer.

Drainage: Standard improvements and requirements for drainage will be required for the development.

Fire:

- The 60.20 acres are covered by Engine 7 located at 835 Rupple Road.
- It is 1.8 miles from the station with an expected response time of 4 minutes.
- The Fire Department anticipates 55 (33 EMS – 22 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.
- There are no recorded measured hydrant flows for this area.
- The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur.
- There should be no adverse effects on our call volume or response time to this development.

Police: It is the opinion of the Fayetteville Police Department that this annexation **will not** substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: General Plan 2020 identifies the portion of this property within the Planning Area as **Residential.**

FINDINGS:

11.6 ANNEXATION GUIDING POLICIES
BOUNDARIES

11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.

Finding: **Annexation of the property will not create an island of unincorporated property or a peninsula. The subject property is adjacent to an existing peninsula, however annexing the property will not extend the existing peninsula. Rather, the boundary created is an acceptable and logical extension of the city limits in this area.**

11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: **The proposed annexation area is adjacent to the City Limits to the south and east.**

11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: **This area is currently vacant at this time and is located west of an existing residential subdivision. The property does not consist of defined subdivisions or neighborhoods; however, once annexed into the city, the applicant intends to process a preliminary plat to approve subdivision of this property. Access to this property will be available from Wedington Drive to the south and from Fountain Street to the east, from Heritage Village Subdivision. Annexation of the property to allow for Planning Commission review of development in accordance with City standards is recommended.**

11.6.d Boundaries for annexed areas should follow natural corridors.

Finding: **The proposed city boundary, should the subject property be annexed, does not follow natural corridors. However, the subject property, if annexed would create a continuous horizontal boundary along the north property line of the Heritage Village Subivision.**

11.6.e Timing of services within annexation areas should be considered.

Finding: **Current conditions result in a response time of 4 minutes for fire protection from Fire Station #7. Extension of water and sewer lines shall occur at the time of development.**

ENVIRONMENTALLY SENSITIVE AREAS

11.6. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Finding: **The property is mainly cleared pasture land, however there are some large forested areas and several ponds. Additionally, the northeast portion of the property is located in the Hillside/Hilltop Overlay District. At the time of development, the proposal will be reviewed under all applicable City codes, including the Hillside/Hilltop Overlay District requirements.**

EMERGENCY AND PUBLIC SERVICES

11.6.g Public services must be able to be provided efficiently in newly annexed areas.

Finding: **The police department reports that this annexation and rezoning will not substantially alter the population density and thereby undesirably increase the load on police services or create and appreciable increase in traffic danger and congestion in the area.**

11.6.h Annexed areas should receive the same level of service of areas already in the city limits.

Finding: **Fire and police service shall be provided to this area with the same level of response and service as other developments in this area.**

11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Finding: **These factors were taken into consideration in the responses and recommendations included in this report.**

INFRASTRUCTURE AND UTILITIES

11.6.j Areas currently served by utilities and other public services should be annexed.

Finding: **Water, fire and police protection are currently provided in the surrounding areas.**

11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

Finding: **Improvements to the surrounding street systems and installation of fire hydrants would be made necessary by the annexation should additional development occur on the subject property. Water and sewer extensions to this property and street improvements will be reviewed at the time of development.**

11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Finding: **The proposed annexation is not part of a phased annexation initiated by the City.**

INTERGOVERNMENTAL RELATIONS

11.6.m Promote long-range planning with adjacent jurisdictions.

Finding: **N/A**

11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Finding: **N/A**

ADMINISTRATION OF ANNEXATIONS

11.6.o Designate zoning districts for the property during the annexation process.

Finding: **Annexations are automatically zoned R-A, Residential Agricultural. The property owners request for annexation and request to rezone this property RSF-4, Residential single family - 4 units/acre. This zoning designation is compatible with the Residential classification of the adjacent area on the City's adopted Future Land Use Plan. Staff finds that this zoning designation is compatible with that of the property being developed to the south.**

11.6.p An annexation study should be completed on all annexation proposals.

Finding: **Planning staff has asked the Engineering Division, Fire Department and Police Department to study this annexation request to determine if facilities and services are available to serve this property.**

11.6.q Development proposals require a separate review from the annexation proposals.

Finding: **Development of this property has not been proposed. However, the applicant has included a conceptual drawing of a residential subdivision on the subject property.**

11.6.r Residents should be fully informed of annexation activities.

Finding: **Adjoining neighbors have been notified of the annexation request. A legal ad and display have both been submitted with a local newspaper prior to the Planning Commission meeting for which this item is scheduled.**

11.6.w Encourage larger annexations to create acceptable boundaries.

Finding: **The subject annexation is for approximately 60.20 acres, which is contiguous to property within the city limits on both the south and east sides. There is an existing street stub-out from the adjacent Hertiage Village Subdivision, which would be extended through the subject property should development occur. Additionally, the Master Street Plan indicates the extension of 59th Avenue from its current location, north through the subject property. The extension of 59th Avenue shall be reviewed at the time of a development proposal.**

11.6.t Conduct a fiscal impact assessments on large annexations.

Finding: **No fiscal impact assessment was conducted for this annexation of 60.20 acres.**

From Fayetteville General Plan 2020 – 2002 Revision

11.6 Annexation Guiding Policies

Boundaries

11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.
11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.
11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.
11.6.d Boundaries for annexed areas should follow natural corridors.
11.6.e Timing of services within annexation areas should be considered.

Environmentally Sensitive Areas

11.6. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Emergency and Public Services

11.6.g Public services must be able to be provided efficiently in newly annexed areas.
11.6.h Annexed areas should receive the same level of service of areas already in the city limits.
11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Infrastructure and Utilities

11.6.j Areas currently served by utilities and other public services should be annexed.
11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.
11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Intergovernmental Relations

11.6.m Promote long-range planning with adjacent jurisdictions.
11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Administration of Annexations

11.6.o Designate zoning districts for the property during the annexation process.
11.6.p An annexation study should be completed on all annexation proposals.
11.6.q Development proposals require a separate review from the annexation proposals.
11.6.r Residents should be fully informed of annexation activities.
11.6.w Encourage larger annexations to create acceptable boundaries.
11.6.t Conduct a fiscal impact assessments on large annexations.

Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson
Asst Chief Bud Thompson
From: Captain Dale Riggins
Date: June 20, 2006
Re: June 19, 2006 Zoning Review – Fire Department Comments

ANX06-2125 (Dunnerstock/Foster)
RZN06-2126
These 60.2 acres are covered by Engine 7 located at 835 N Rupple Road.
It is 1.8 miles from the station with an expected response time of 4 minutes.
Fire Department anticipates 55 (33 EMS – 22 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.
There are no recorded measured hydrant flows for this area.
The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur.
There should be no adverse effects on our call volume or response time to this development.

ANX06-2127 (Williams)
This 1.0 acre is covered by Engine 7 located at 835 N Rupple Road.
The property is 2.4 miles from the station with an expected response time of 5.5 minutes
Measured hydrant flow in the area is 1465 gallons/minute.
We do not figure projected calls for service on properties that are being annexed.

ANX06-2129 (McDonald/Bridgedale II,)
These 14.21 acres are covered by Engine 5 at 833 N Crossover.
The property is 2.8 miles from the station with a projected response time of 6 minutes to this development. After Station 3 is built, on the corner of E Huntsville and Happy Hollow, the distance to the development will be reduced to 1.8 miles with an anticipated response time of 3.75 minutes.
Measured hydrant flow in the area is 1510 gallons/minute.
We do not figure projected calls for service on properties that are being annexed.

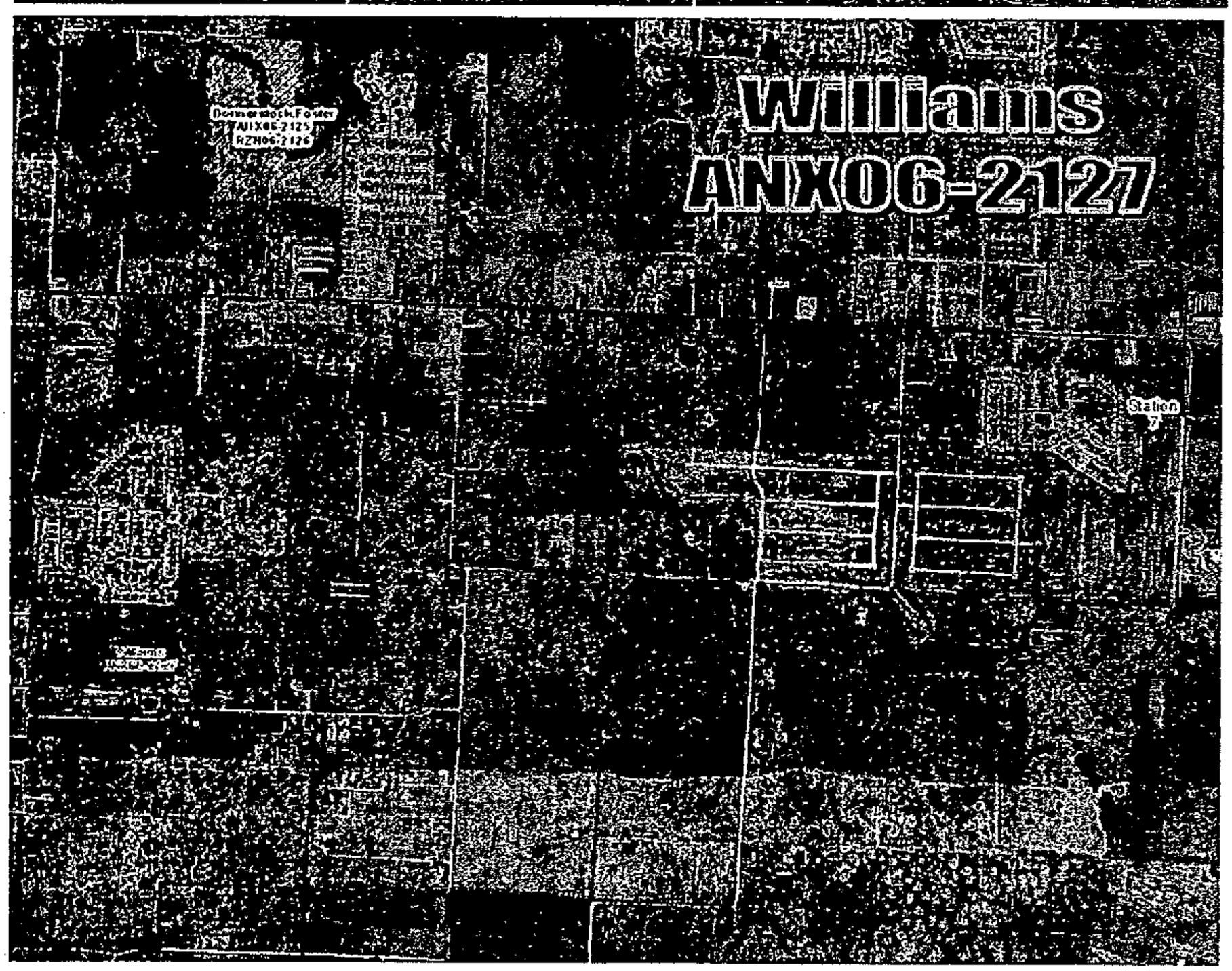
Please feel free to contact me if you have any questions

Dale Riggins
IT/Planning
Fayetteville Fire Department

Dunnerstock/Foster
ANX06-2125
RZN06-2126
Station

FIRST

START


Williams
ANX06-2127
Station

June 19, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Annexation **ANX 06-2125(DUNNERSTOCK/FOSTER, 397)**: submitted by JAMES MCCORD for property located at NORTH END OF 59TH AVENUE OFF OF WEDINGTON DRIVE would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion. This property is in the planning area and contains approximately 60.2 acres. The request is to annex the subject property into the City of Fayetteville.

It is the opinion of the Fayetteville Police Department that this annexation **will not** substantially alter the population density or create an undesirable increase the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

In reference to **RZN 06-2126 (DUNNERSTOCK/FOSTER, 397)**: submitted by JAMES MCCORD for property located at the NORTH END OF 59TH AVENUE OFF OF WEDINGTON DRIVE. The property is in the planning area and contains approximately 60.2 acres. The request is to rezone the subject property to RSF-4, Residential Single Family, four units per acres.

It is the opinion of the Fayetteville Police Department that this annexation **will not** substantially alter the population density or create an undesirable increase the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

FILED
2006 MAR -8 AM 11:38
KAREN GRIFFITH CHAMBERS
CO & CIRCUIT CLERK
WASHINGTON CO. AR

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

No. CC-2006-5

IN RE: ANNEXATION PETITION OF DUNNERSTOCK DEVELOPMENT, INC.; JANITA F. MOORE, TRUSTEE OF THE JANITA F. MOORE REVOCABLE TRUST u/t/d JUNE 30 ,1997; AND, DENNIS W. NAPIER AND GAY LYNN NAPIER AS CO-TRUSTEES OF THE DENNIS AND GAY LYNN NAPIER FAMILY REVOCABLE TRUST, u/a/d NOVEMBER 5, 1999

PETITION TO ANNEX PROPERTY TO CITY OF FAYETTEVILLE

For their Annexation Petition, the undersigned Petitioners state:

1. Petitioners are the owners of a majority of the real property located in Washington County, Arkansas, described in Exhibit "A" attached hereto. Said property is contiguous to and adjoining the City of Fayetteville, Arkansas.

2. Petitioners name James N. McCord, attorney at law, as the person authorized to act on behalf of Petitioners in this annexation proceeding. James N. McCord can be contacted at 11 N. West Ave, Suite 202, Fayetteville, AR 72701; telephone (479) 695-1134; Fax (479) 695-1135.

3. Attached hereto as Exhibit "B" is an accurate map of the real property described in Exhibit "A" attached hereto.

WHEREFORE, the undersigned Petitioners pray that the Washington County Court enter an order granting this Petition and annexing the territory described in Exhibit "A" attached hereto to the City of Fayetteville, Arkansas.

PETITIONERS

Dunnerstock Development, Inc.
An Arkansas corporation

By: _____
Mark B. Foster, President

Signature page for Annexation Petition of Dunnerstock Development, Inc., et al.

Janita F. Moore, Trustee

JANITA F. MOORE, Trustee of the
Janita F. Moore Revocable Trust
u/t/d June 30, 1997

Signature page for Annexation Petition of Dunnerstock Development, Inc., et al.

Dennis W Napier

Dennis W. Napier, Co-Trustee of the Dennis and Gay Lynn Napier Family Revocable Trust, u/a/d November 5, 1999

Gay Lynn Napier

Gay Lynn Napier, Co-Trustee of The Dennis and Gay Lynn Napier Family Revocable Trust, u/a/d November 5, 1999

FILED
2006 APR 11 AM 10:00
KAREN JONES PRUITT
CO PROBATE CLERK
WASHINGTON CO. ARK

IN THE COUNTY COURT OF WASHINGTON COUNTY ARKANSAS

No. CC- 2006-5

IN RE: PETITION OF DUNNERSTOCK DEVELOPMENT, INC.; JANITA F. MOORE, TRUSTEE OF THE JANITA F. MOORE REVOCABLE TRUST u/t/d JUNE 30, 1997; AND, DENNIS W. NAPIER AND GAY LYNN NAPIER AS CO-TRUSTEES OF THE DENNIS AND GAY LYNN NAPIER FAMILY REVOCABLE TRUST, u/a/d NOVEMBER 5, 1999 TO ANNEX PROPERTY TO CITY OF FAYETTEVILLE

ORDER OF ANNEXATION

On this 11th day of April, 2006, comes on for hearing before the Washington County Court the Petition to Annex Property to City of Fayetteville filed by Dunnerstock, Inc., Janita F. Moore, Trustee of the Janita F. Moore Revocable Trust u/t/d June 30, 1997, and Dennis W. Napier and Gay Lynn Napier as Co-Trustees of the Dennis and Gay Lynn Napier Family Revocable Trust, u/a/d November 5, 1999. From a review of the case file and the proof, the Court finds:

1. The allegations of the Petition to Annex Property to City of Fayetteville are sustained by the proof;

2. The requirements for signatures under Ark. Code Ann. Sec. 14-40-601 have been complied with;

3. The limits of the territory to be annexed have been accurately described and an accurate map thereof made and filed; and,

4. The prayer of the petitioners is right and proper.

IT IS, THEREFORE, ORDERED that the Petition to Annex Property to City of Fayetteville filed herein is hereby granted and the territory described in Exhibit "A" attached hereto is hereby annexed to the City of Fayetteville, Arkansas.

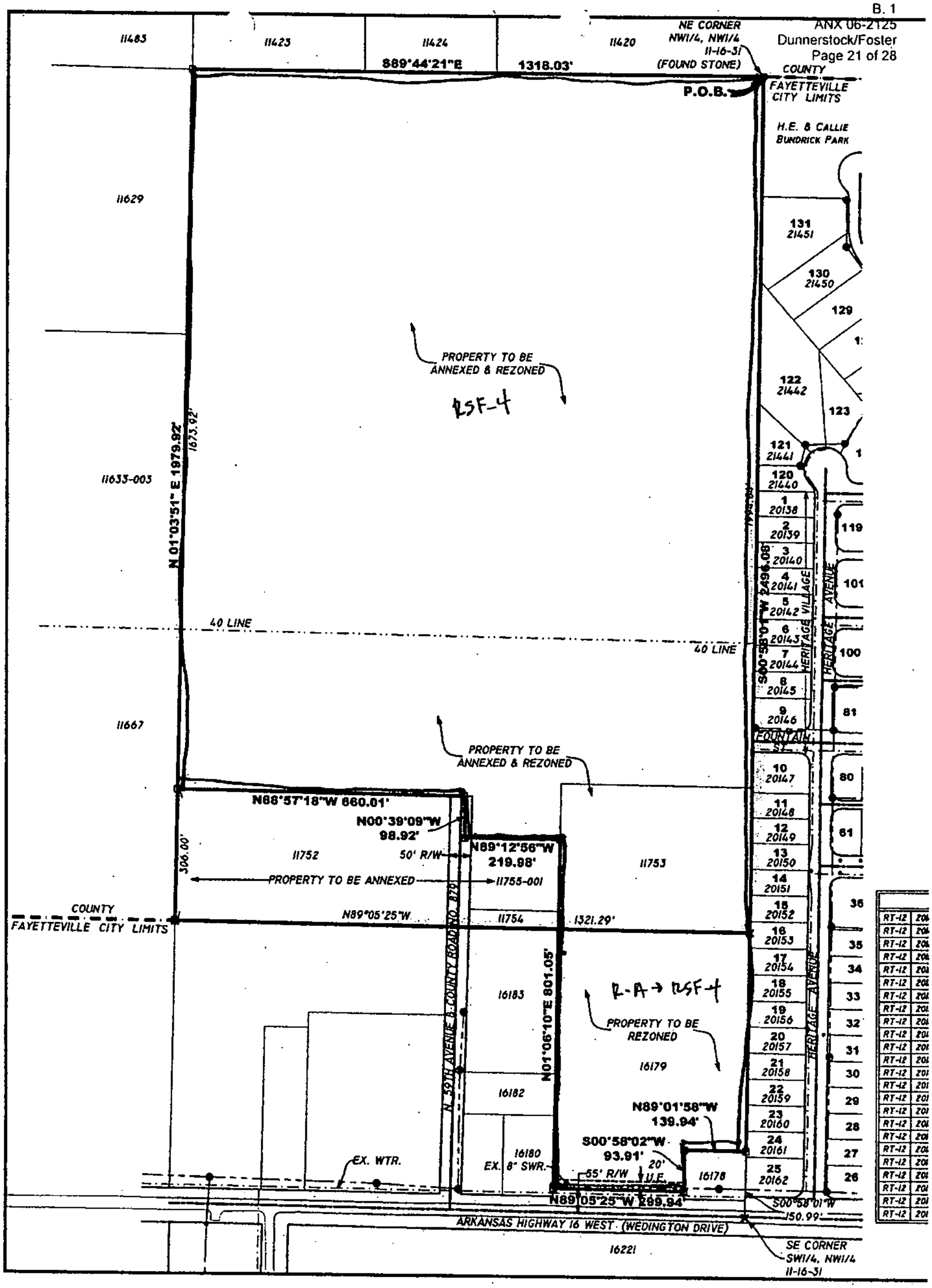
ENTERED this 11th day of April, 2006.

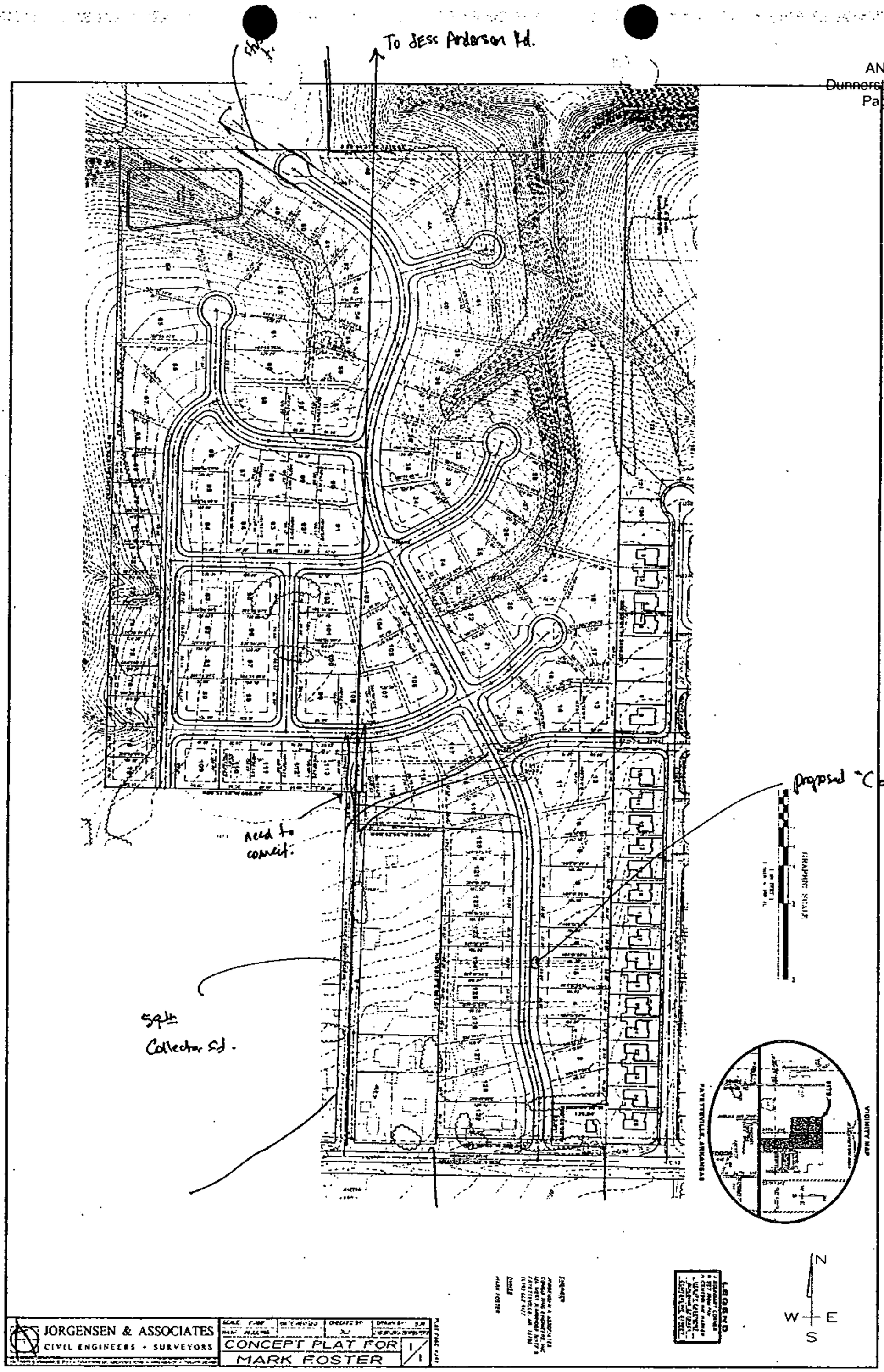
Washington County Judge

Ex. A for Order of County Judge

LEGAL DESCRIPTION: (PROPERTY TO BE ANNEXED)

ALL OF THE NW1/4 OF THE NW1/4 AND PART OF THE SW1/4 OF THE NW1/4 OF SECTION 11, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS; BEGINNING AT THE NE CORNER OF SAID NW1/4, NW1/4 THENCE S00°58'01"W 1994.84 FEET, THENCE N89°05'25"W 1321.29 FEET, THENCE N01°03'51"E 1979.92 FEET, THENCE S89°44'21"E 1318.03 FEET TO THE P.O.B.; CONTAINING 60.21 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.


11485
11423
11424
11420
NE CORNER
NW1/4, NW1/4
11-16-31
(FOUND STONE)
S89°44'21"E
1318.03'
P.O.B.
COUNTY
FAYETTEVILLE
CITY LIMITS
H.E. & CALLIE
BUNDRICK PARK
11629
PROPERTY TO BE
ANNEXED & REZONED
R5F-4
N 01°03'51" E 1979.92'
1673.92'
11633-003
40 LINE
40 LINE
11667
PROPERTY TO BE
ANNEXED & REZONED
N88°57'18"W 660.01'
N00°39'09"W
98.92'
306.00'
11752
50' R/W
N89°12'56"W
219.98'
11753
PROPERTY TO BE ANNEXED
11755-001
COUNTY
FAYETTEVILLE CITY LIMITS
N89°05'25"W
11754
1321.29'
N. 59TH AVENUE & COUNTY ROAD NO. 879
N01°06'10"E 801.05'
16183
R-A → RSF-4
PROPERTY TO BE
REZONED
16179
16182
N89°01'58"W
139.94'
S00°58'02"W
93.91'
20'
U.E.
55' R/W
16180
EX. 8" SWR.
EX. WTR.
16178
N89°05'25"W 299.94'
S00°58'01"W
150.99'
ARKANSAS HIGHWAY 16 WEST (WEDINGTON DRIVE)
16221
SE CORNER
SW1/4, NW1/4
11-16-31
HERITAGE VILLAGE AVENUE
S00°58'01"W 2496.08'
FOUNTAIN ST
131
21451
130
21450
129
122
21442
123
121
21441
120
21440
1
20138
2
20139
3
20140
4
20141
5
20142
6
20143
7
20144
8
20145
9
20146
10
20147
11
20148
12
20149
13
20150
14
20151
15
20152
16
20153
17
20154
18
20155
19
20156
20
20157
21
20158
22
20159
23
20160
24
20161
25
20162
119
101
100
81
80
61
36
35
34
33
32
31
30
29
28
27
26

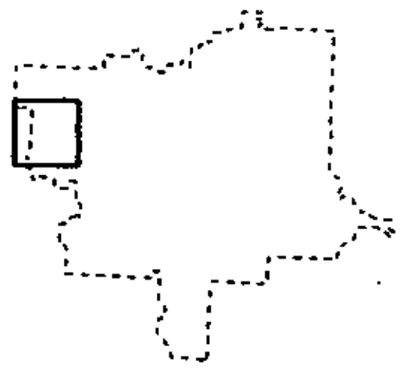

To Jess Anderson Rd.
Need to connect.
Collector St.
Proposed "Collector"
GRAPHIC SCALE
VICINITY MAP
FAYETTEVILLE, ARKANSAS
SITE
LEGEND
N
W
E
S
JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS
CONCEPT PLAT FOR
MARK FOSTER
1/1

ANX06-2125

One Mile View

DUNNERSTOCK/FOSTER

Overview



Legend

Subject Property

ANX06-2125

Boundary

Planning Area

Overlay District

Outside City

Legend

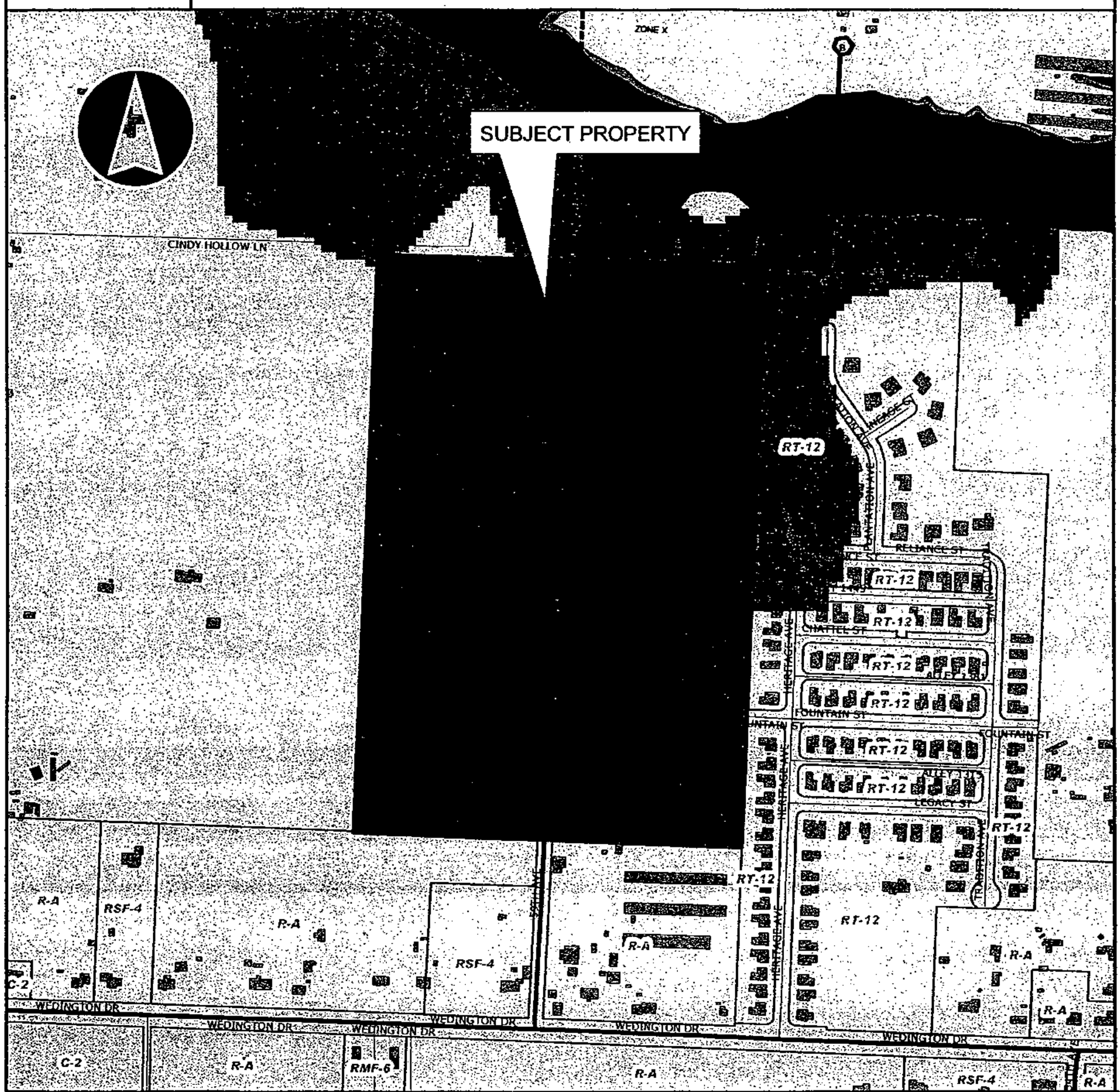
Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

ANX06-2125

DUNNERSTOCK/FOSTER

Close Up View



Overview

Legend

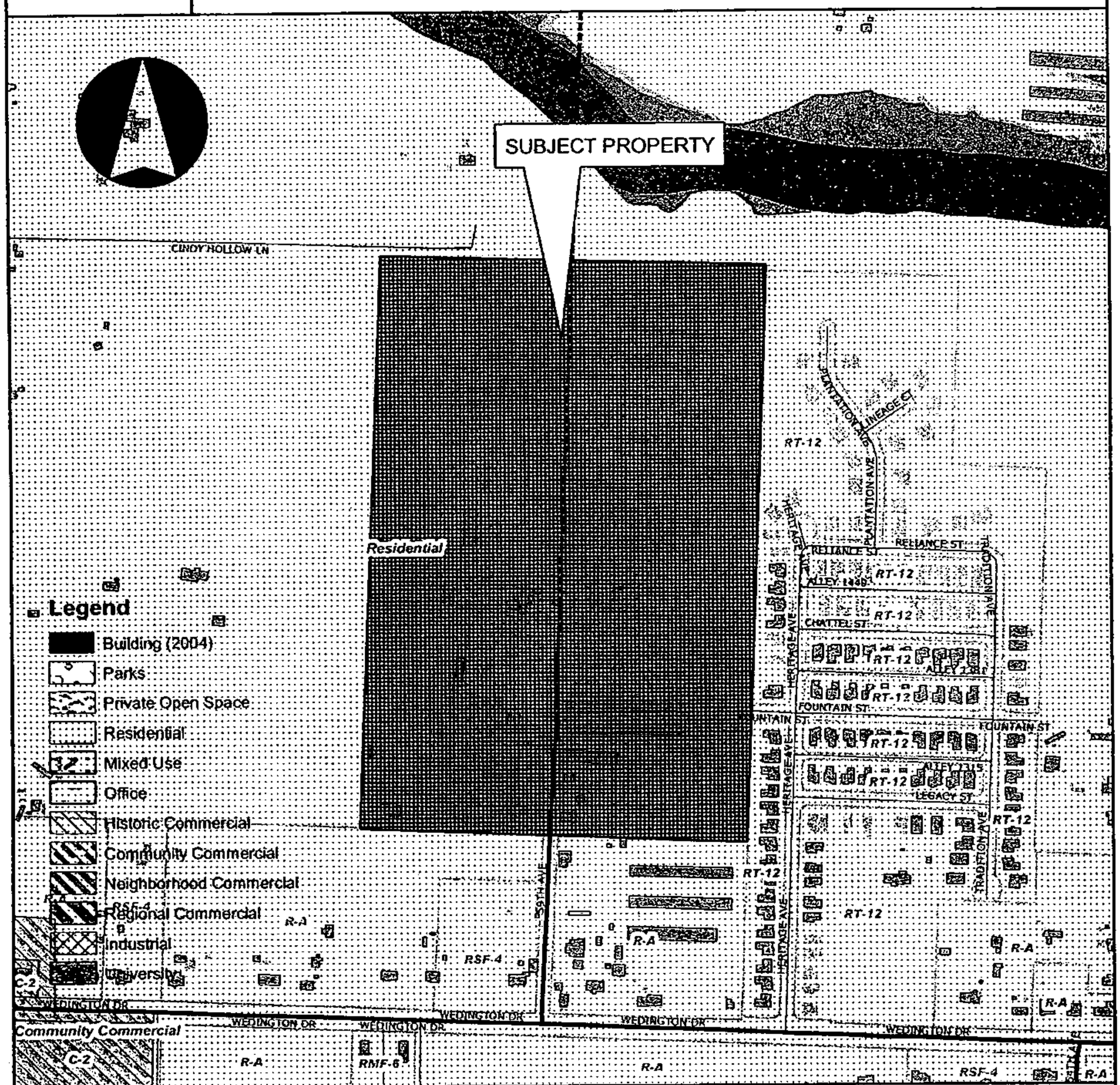
- Overlay District
- FLOODWAY
- 500 YEAR
- 100 YEAR
- LIMIT OF STUDY
- Hillside-Hilltop Overlay District
- BaseLine Profile
- Fayetteville
- Outside City
- ANX06-2125
- vector.GDB.Footprint_2004

0 175 350 700 1,050 1,400 Feet

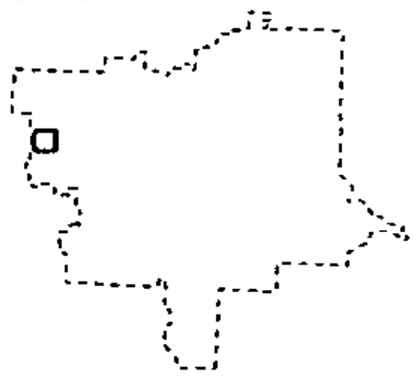
ANX06-2125

Future Land Use

DUNNERSTOCK/FOSTER



Overview



Legend

Subject Property

ANX06-2125

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Legend

0 175 350 700 1,050 1,400 Feet

add to Inner Agenda
C.3 ANX Dunnerstock/Foster

From: "Jim McCord" <jimmccordlaw@alltel.net>
To: <lljordan7@hotmail.com>
Date: 7/12/06 11:39AM
Subject: Dunnerstock Annexation/Rezoning to RSF-4 (60.2 acres at end of 59th Ave. north of Wedington Drive)

Lioneld,

This morning I confirmed with the office of the Resident Engineer for the Arkansas Department of Highways and Transportation that the Highway Department has executed a contract for a project to widen Wedington Drive (Arkansas Highway 16) to 4 lanes, plus a turn lane, from Meadowlands to Double Springs Road. I was advised that utility relocation work has begun and that the projected completion date of the widening project is May 1, 2008.

Jim

James N. McCord

Attorney at Law

11 N. West Ave., Suite #202

Fayetteville, AR 72701

Telephone (479) 695-1134

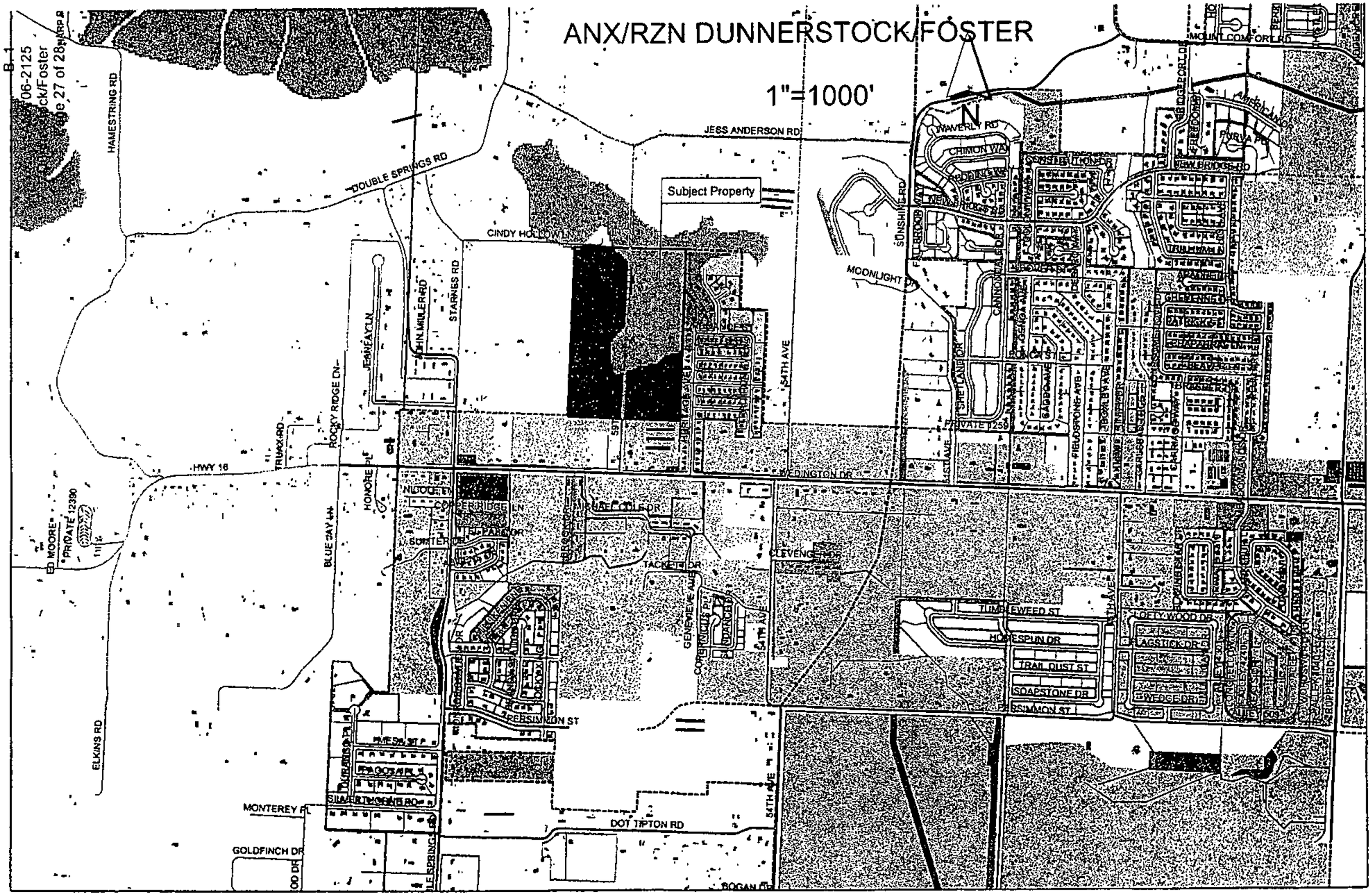
Facsimile (479) 695-1135

jimmccordlaw@alltel.net

CC: <ssmith@ci.fayetteville.ar.us>

ANX/RZN DUNNERSTOCK/FOSTER

1"=1000'



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

18-Jul-06
City Council Meeting Date

Jeremy Pate	Planning	Operations
Submitted By	Division	Department

Action Required:

RZN 06-2126 (Dunnerstock/Foster, 397): Submitted by James McCord for property located north of Wedington Drive, at the end of 59th Avenue. The property is in the Planning Area contains approximately 60.20 acres. The request is to rezone the subject property to RSF-4, Residential Single-Family, 4 units per acre.

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

Budgeted Item [ ] Budget Adjustment Attached [ ]

Department Director — Date: 6-30-06

City Attorney — Date: 6-30-06

Finance and Internal Service Director — Date: 7/3/06

Mayor — Date: 7/3/06

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Received in City Clerk's Office ENTERED 6/30/06

Received in Mayor's Office ENTERED 6/30/06

Comments:

Left on the second reading 7/18/06

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: June 29, 2006

Subject: Rezoning for Dunnerstock/Foster (RZN 06-2126)

RECOMMENDATION

The Planning Commission recommended approval of the subject rezoning request from R-A to RSF-4 on approximately 60.20 acres of property located located at 59th Avenue, north of Wedington.

BACKGROUND

The subject property contains approximately 60.20 acres and is located north of Wedington Drive. The Master Street Plan designates 59th Avenue as a collector street, which if constructed, would traverse north through the subject property. The Heritage Village Subdivision is located adjacent to the east property line, with an existing stub-out that intersects the subject property. The property to the west is largely undeveloped with large lot single-family homes and farmland.

DISCUSSION

This item was heard at the regular Planning Commission on June 26, 2006. The Planning Commission voted 7-1-0 to recommend approval of this rezoning request to the City Council, with Commissioner Ostner voting no.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 06-2126, FOR APPROXIMATELY 60.20 ACRES, LOCATED NORTH OF WEDINGTON DRIVE, AT THE END OF 59TH, FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE.

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

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

From R-A, Residential-Agricultural to RSF-4, Residential Single-Family, 4 units per acre, as shown on Exhibit "A" and map labeled Exhibit "B" 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 ___, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2126

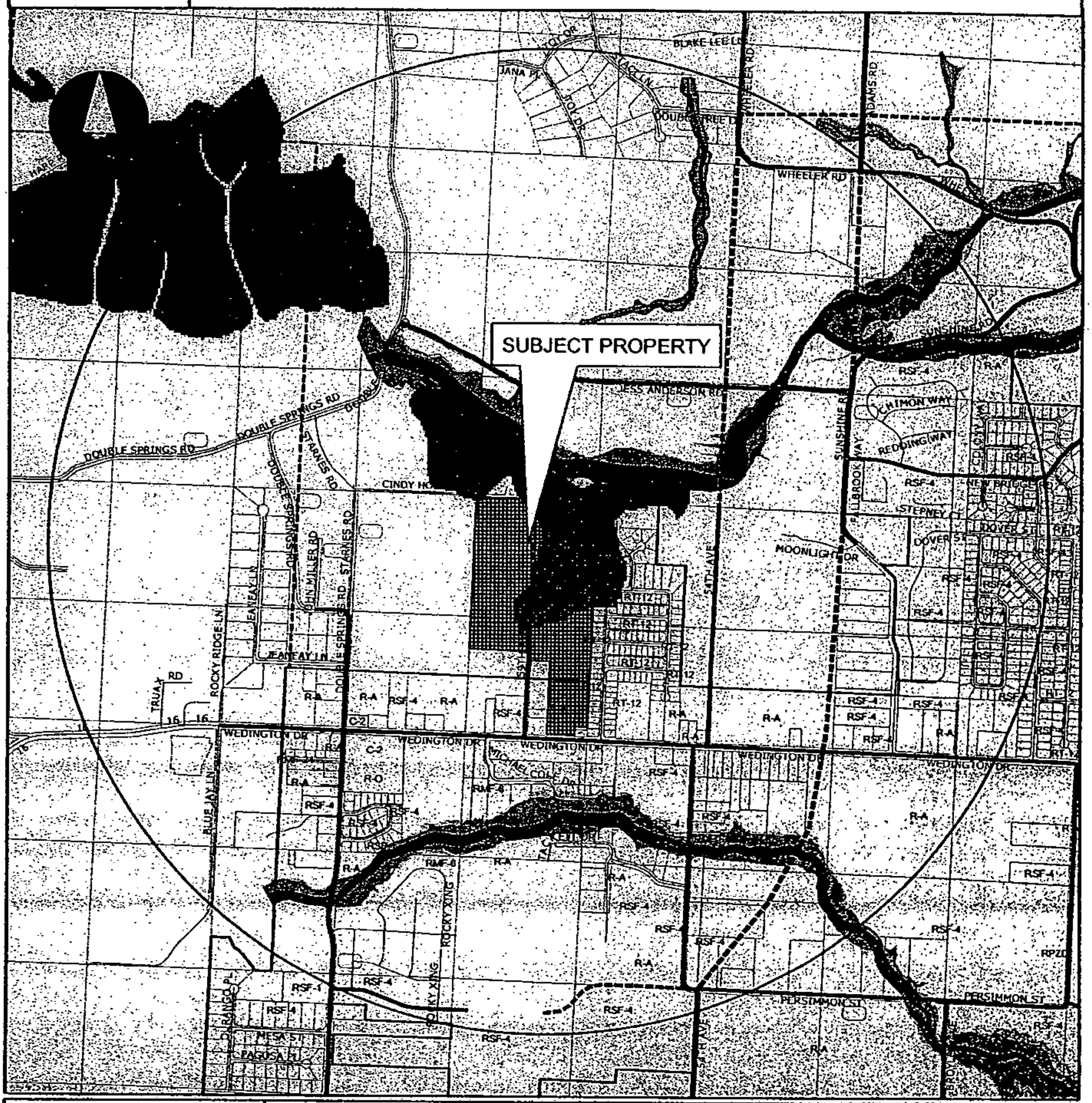
ALL OF THE NW ¼ OF THE NW ¼ AND PART OF THE SW ¼ OF THE NW ¼ OF SECTION 11, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID NW ¼, NW ¼ THENCE S00°58'01"W 2496.08 FEET, THENCE N89°01'58"W 139.94 FEET, THENCE S00°58'02"W 93.91 FEET, THENCE N89°05'25"W 299.94 FEET, THENCE N01°06'10"E 801.05 FEET, THENCE N89°12'56"W 219.98 FEET, THENCE N00°39'09"W 98.92 FEET, THENCE N88°57'18"W 660.01 FEET, THENCE N01°03'51"E 1673.92 FEET, THENCE S89°44'21"E 1318.03 FEET TO THE P.O.B.; CONTAINING 60.22 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

EXHIBIT "B"

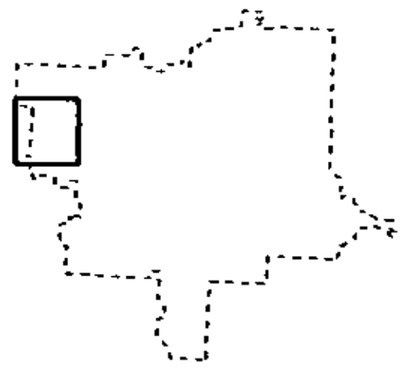
RZN06-2126

One Mile View

DUNNERSTOCK/FOSTER



Overview



Legend

Subject Property

RZN06-2126

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

PC Meeting of June 26, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Jesse Fulcher, Current Planner
THRU:	Jeremy Pate, Director of Current Planning
DATE:	June 20, 2006

RZN 06-2126: (DUNNERSTOCK/FOSTER, 397): Submitted by JAMES MCCORD for property located at N OF WEDINGTON DRIVE, AT THE END OF 59TH. The property is in the Planning Area and contains approximately 60.20 acres. The request is to rezone the subject property to RSF-4, Residential Single Family, 4 units per acre.

Planner: Jesse Fulcher

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings herein.

PLANNING COMMISSION ACTION:	**Required: YES**	
	√ Forwarded	**☐ Denied**
Date: June 26, 2006		
CITY COUNCIL ACTION:	**Required: YES**	
	☐ Approved	**☐ Denied**
Date: July 18, 2006 (1st reading if recommended)		

BACKGROUND:

Property description & Proposal: The subject property contains approximately 60.20 acres and is located north of Wedington Drive. The Master Street Plan designates 59th Avenue as a collector street, which if constructed, would traverse north through the subject property. The Heritage Village Subdivision is located adjacent to the east property line, with an existing stub-out that intersects the subject property. The property to the west is largely undeveloped with large lot single-family homes and farmland.

Related Issues: When property is annexed into the City, it is annexed as R-A Residential Agricultural. If the annexation is recommended for approval to City Council, the applicant would request to rezone the 60.20 acres to RSF-4, Residential Single Family, 4 Units per Acre. The annexation request, ANX 06-2125, is an accompanying item to this rezoning request.

Recommendation: Staff recommends approval of the rezoning request. Future changes or additional development on this site will be regulated by the city allowing for a uniform and consistent development pattern.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Single family homes on large lots	Planning Area
South	Single family homes on large lots	R-A, Residential Agriculture
East	Heritage Village Subdivision	RT-12, Residential Two and Three Family
West	Single family homes on large lots	Planning Area

INFRASTRUCTURE:

Streets: The site has access to Wedington Drive, Fountain Street and 59th Avenue. Improvements will be required to surrounding streets which includes off-site improvements. An evaluation will be made by staff at the time of preliminary plat or large scale development.

Water: Public water is near to the site. A study of the water system shall be conducted by the developer. Substantial improvements to the water system may be required which includes off-site improvements. An evaluation will be made by staff at the time of preliminary plat or large scale development.

Sewer: Sanitary sewer is near to the site. Substantial improvements to the sewer system may be required which includes off-site improvements. This development will be within the sewer assessment area. An evaluation will be made by staff at the time of preliminary plat or large scale development. A study of the downstream system shall be conducted by the developer.

Drainage: Standard improvements and requirements for drainage will be required for the development.

Fire:

- The 60.20 acres are covered by Engine 7 located at 835 Rupple Road.
- It is 1.8 miles from the station with an expected response time of 4 minutes.
- The Fire Department anticipates 55 (33 EMS – 22 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.
- There are no recorded measured hydrant flows for this area.
- The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur.
- There should be no adverse effects on our call volume or response time to 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 or create and appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: General Plan 2020 designates this site **Residential.** Rezoning this property to RSF-4 is consistent with the land use plan and compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **The proposed RSF-4 zoning for a Single family residential use is compatible with adjacent and nearby single family residential land use. The General Plan designates this area for residential use, which is compatible with the proposed RSF-4 zoning.**

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

Finding: **The proposed zoning is justified in order to promote orderly and consistent development patterns making use of existing infrastructure. A subdivision with density compatible to those surrounding subdivisions within the City could not be developed as it is currently zoned. A higher density than the R-A zoning district is appropriate in this area, and would provide compatibility with adjoining developments that are zoned RSF-4, R-A and RT-12.**

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

Finding: **The proposed zoning will provide additional traffic on all adjacent streets. Wedington Drive, a Principal Arterial on the MSP adjoins the southern boundary of the property. 59th Avenue would be extended to the north with development and Fountain Street to the east would be extended to serve future development. These existing street connections and the ability for 59th Avenue, which could eventually connect to Jess Anderson Road (a collector street), will aid in the movement of traffic generated by this subdivision. Additional stub-outs shall be provided with development of the subject property, which will allow traffic to disperse in an efficient manner and lessen any negative affects from the addition of vehicular traffic in this area. The Fayetteville Police Department finds that rezoning this property will not result in an appreciable increase in the level of traffic danger and congestion in the area.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and

sewer facilities.

Finding: **The proposed zoning would increase population density. Under an R-A, Residential Agricultural designation, the 60.20-acre tract would allow for a maximum of 30 dwelling unit (1 unit / 2 acres). With the proposed RSF-4 designation, 240 dwelling units would be permitted in this area. Rezoning the property increases the possible number of residential units and population than that which would be allowed in the R-A zoning district, but is consistent with land use, zoning, and development patterns in the immediate vicinity.**

Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half

(D) Bulk and area regulations.

Lot width minimum	200 ft.
Lot Area Minimum: Residential: Nonresidential:	 2 acres 2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* None.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson
Asst Chief Bud Thompson
From: Captain Dale Riggins
Date: June 20, 2006
Re: June 19, 2006 Zoning Review – Fire Department Comments

ANX06-2125 (Dunnerstock/Foster)
RZN06-2126
These 60.2 acres are covered by Engine 7 located at 835 N Rupple Road.
It is 1.8 miles from the station with an expected response time of 4 minutes.
Fire Department anticipates 55 (33 EMS – 22 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.
There are no recorded measured hydrant flows for this area.
The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur.
There should be no adverse effects on our call volume or response time to this development.

ANX06-2127 (Williams)
This 1.0 acre is covered by Engine 7 located at 835 N Rupple Road.
The property is 2.4 miles from the station with an expected response time of 5.5 minutes
Measured hydrant flow in the area is 1465 gallons/minute.
We do not figure projected calls for service on properties that are being annexed.

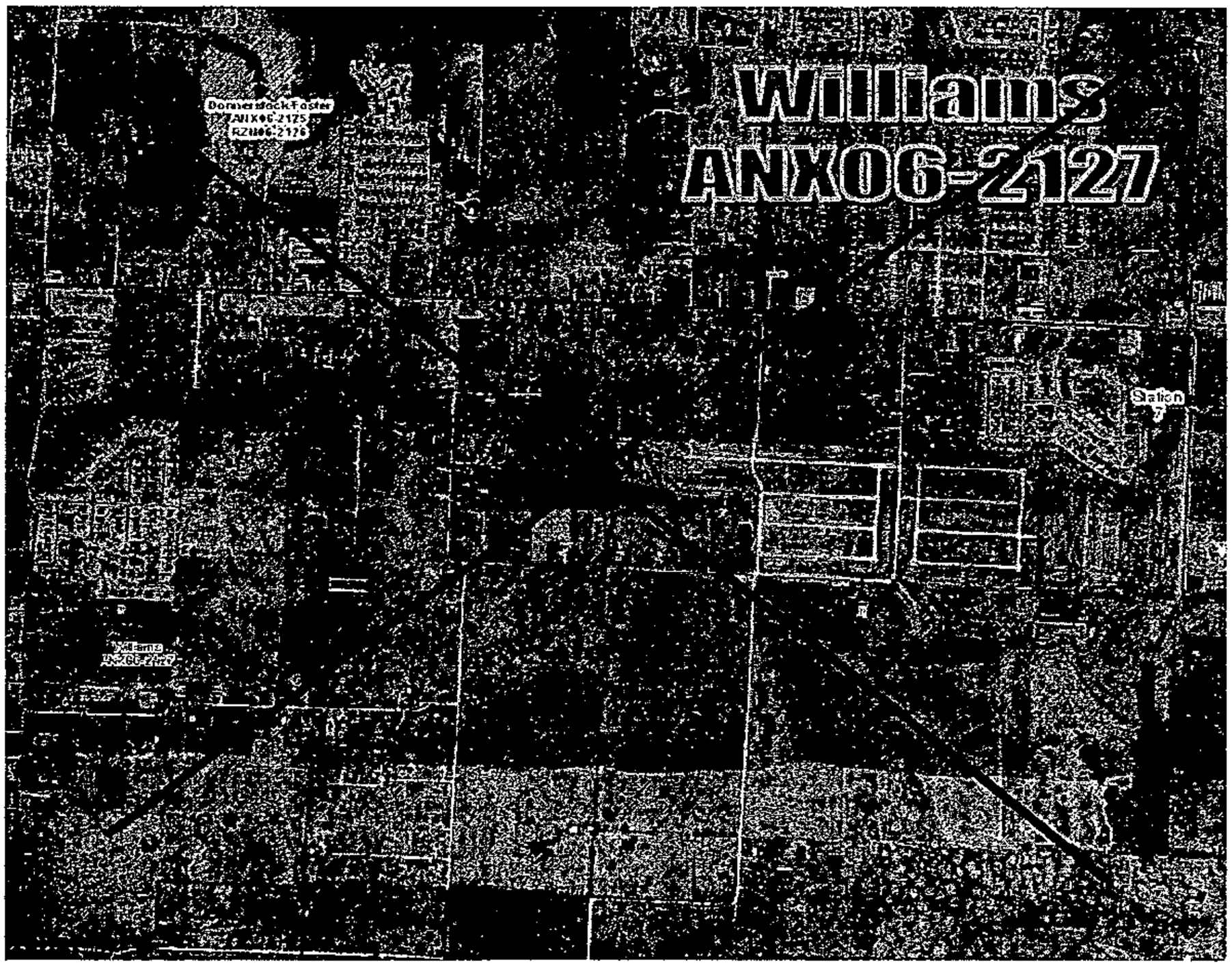
ANX06-2129 (McDonald/Bridgedale II,)
These 14.21 acres are covered by Engine 5 at 833 N Crossover.
The property is 2.8 miles from the station with a projected response time of 6 minutes to this development. After Station 3 is built, on the corner of E Huntsville and Happy Hollow, the distance to the development will be reduced to 1.8 miles with an anticipated response time of 3.75 minutes.
Measured hydrant flow in the area is 1510 gallons/minute.
We do not figure projected calls for service on properties that are being annexed.

Please feel free to contact me if you have any questions

Dale Riggins
IT/Planning
Fayetteville Fire Department

Fanish

start



June 19, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Annexation **ANX 06-2125(DUNNERSTOCK/FOSTER, 397):** submitted by JAMES MCCORD for property located at NORTH END OF 59TH AVENUE OFF OF WEDINGTON DRIVE would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion. This property is in the planning area and contains approximately 60.2 acres. The request is to annex the subject property into the City of Fayetteville.

It is the opinion of the Fayetteville Police Department that this annexation **will not** substantially alter the population density or create an undesirable increase the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

In reference to **RZN 06-2126 (DUNNERSTOCK/FOSTER, 397):** submitted by JAMES MCCORD for property located at the NORTH END OF 59TH AVENUE OFF OF WEDINGTON DRIVE. The property is in the planning area and contains approximately 60.2 acres. The request is to rezone the subject property to RSF-4, Residential Single Family, four units per acres.

It is the opinion of the Fayetteville Police Department that this annexation **will not** substantially alter the population density or create an undesirable increase the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

APPLICATION FOR REZONING FROM R-A TO RSF-4
FILED BY
DUNNERSTOCK DEVELOPMENT, INC.

6. Description of Rezoning Request

(a) Current ownership and any proposed or pending sales:
Dunnerstock Development, Inc.
There are no proposed or pending sales.

(b) Reason (need) for requesting zoning change:
To develop a single-family residential subdivision.

(c) How the property will relate to surrounding properties:

Land use- RSF-4 zoning will be compatible with the land use of the surrounding properties. To the east is an existing residential subdivision (Heritage Village) zoned RT-12; to the south are single family homes; and, to the north and west is vacant property in Washington County.

Traffic- Ingress and egress is available from 59th Avenue at the south property line to Wedington Drive and from the stub out of Fountain Street in Heritage Subdivision (Fountain Street intersects Heritage Avenue to the east and Heritage Avenue runs south to Wedington Drive).

Appearance- The proposed single-family residential subdivision will be compatible in appearance with the surrounding properties which are single family homes to the east and south; the properties to the west and north are vacant.

Signage- Any signage will comply with the Fayetteville sign ordinance.

(d) Availability of water and sewer lines:

Water lines- An 8" water line is located at the east boundary line of the property where Fountain Street stubs out in Heritage Village subdivision;

Sewer lines- An 8" sewer line is located at the east boundary line of the property where Fountain Street stubs out in Heritage Village subdivision; a 6" sewer line is located along 59th Avenue south of the property.

7. Statement in Support of Rezoning Application

(a) RSF-4 zoning is consistent with land use planning objectives, principles and policies and with land use and zoning plans; since (1) the City's Future Land Use Plan recommends residential use for the property, (2) RSF-4 zoning is

less dense than the RT-12 zoning for Heritage Village subdivision adjoining the property to the east and (3) the existing zoning and land use to the south is residential (RSF-4 and R-A) with single family homes.

(b) RSF-4 zoning is justified (needed) to authorize the development of a low density residential subdivision with affordable lots to meet a housing demand in the area. The lots are expected to be priced at approximately $40,000 each and are expected to have dimensions of approximately 70' X 110'.

(c) RSF-4 zoning will not create or appreciably increase traffic danger and congestion; applicant has been advised by the Fayetteville Engineering Department that the Arkansas Department of Highways and Transportation has a contract a project to widen Wedington Drive (Highway 16) to 4 lanes, plus a turn lane, from Meadowlands to Double Springs Road. The Fayetteville Master Street Plan designates 59th Avenue as a "Collector" (70' right-of-way and 36' pavement, back-of-curb to back-of-curb, required).

(d) RSF-4 will not alter the population density or undesirably increase the load on public services, including schools, water and sewer facilities; a maximum of 240 single family lots would be permitted on the 60.22 acres, but, because of the land to be used for required streets and utilities, the actual number of lots will likely be approximately 3 lots per acre (200 lots) which are likely developed in phases of 100 each over a two year pertiod.

(e) It would be impractical to use the land for any of the uses permitted under R-A zoning. Agricultural uses are not compatible with the existing residential homes to the east and south of the property. A residential subdivision with affordable lots could not be developed if the property is zoned R-A, because R-A zoning requires a 2 acre minimum lot size.

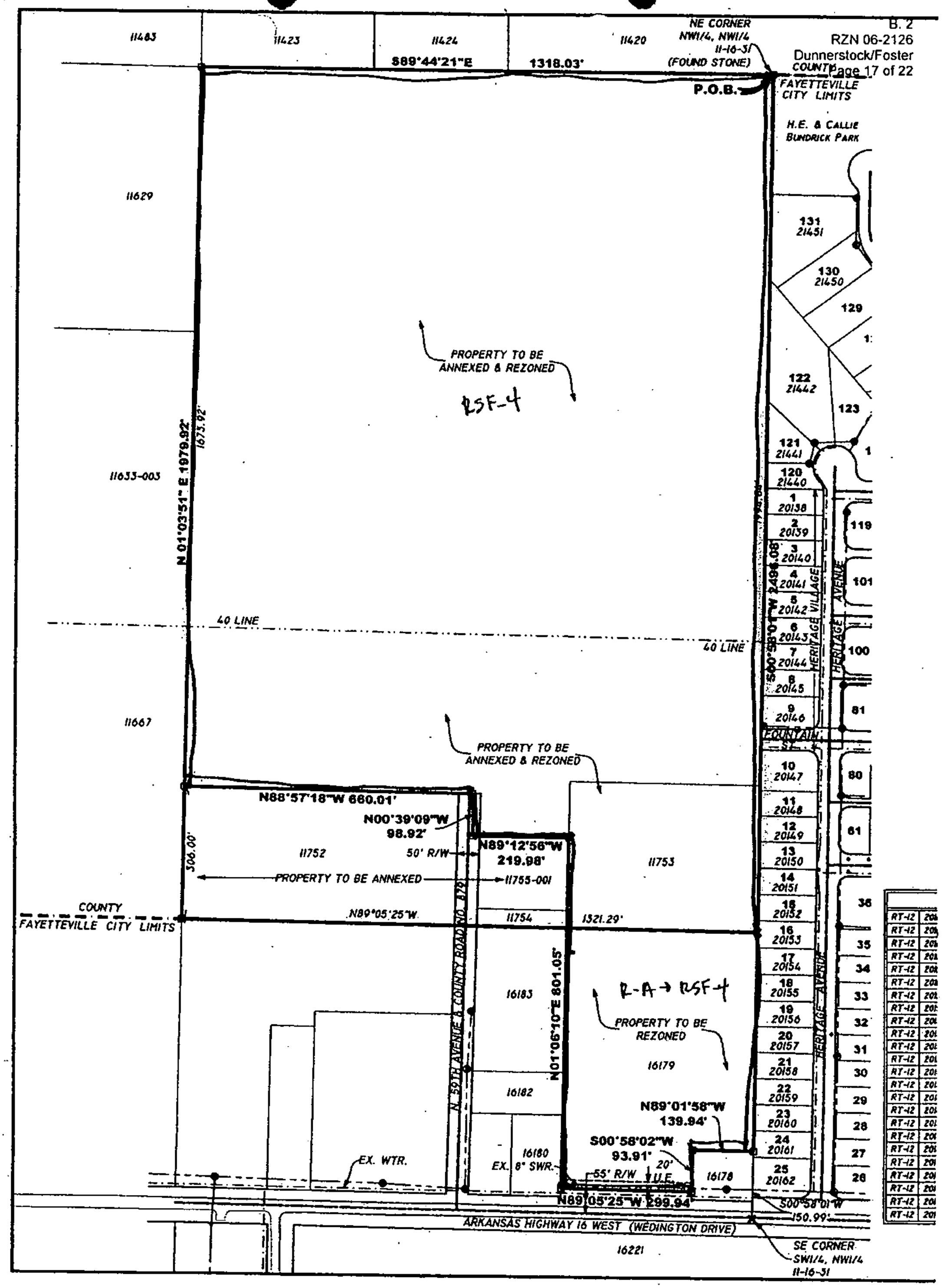
"A"

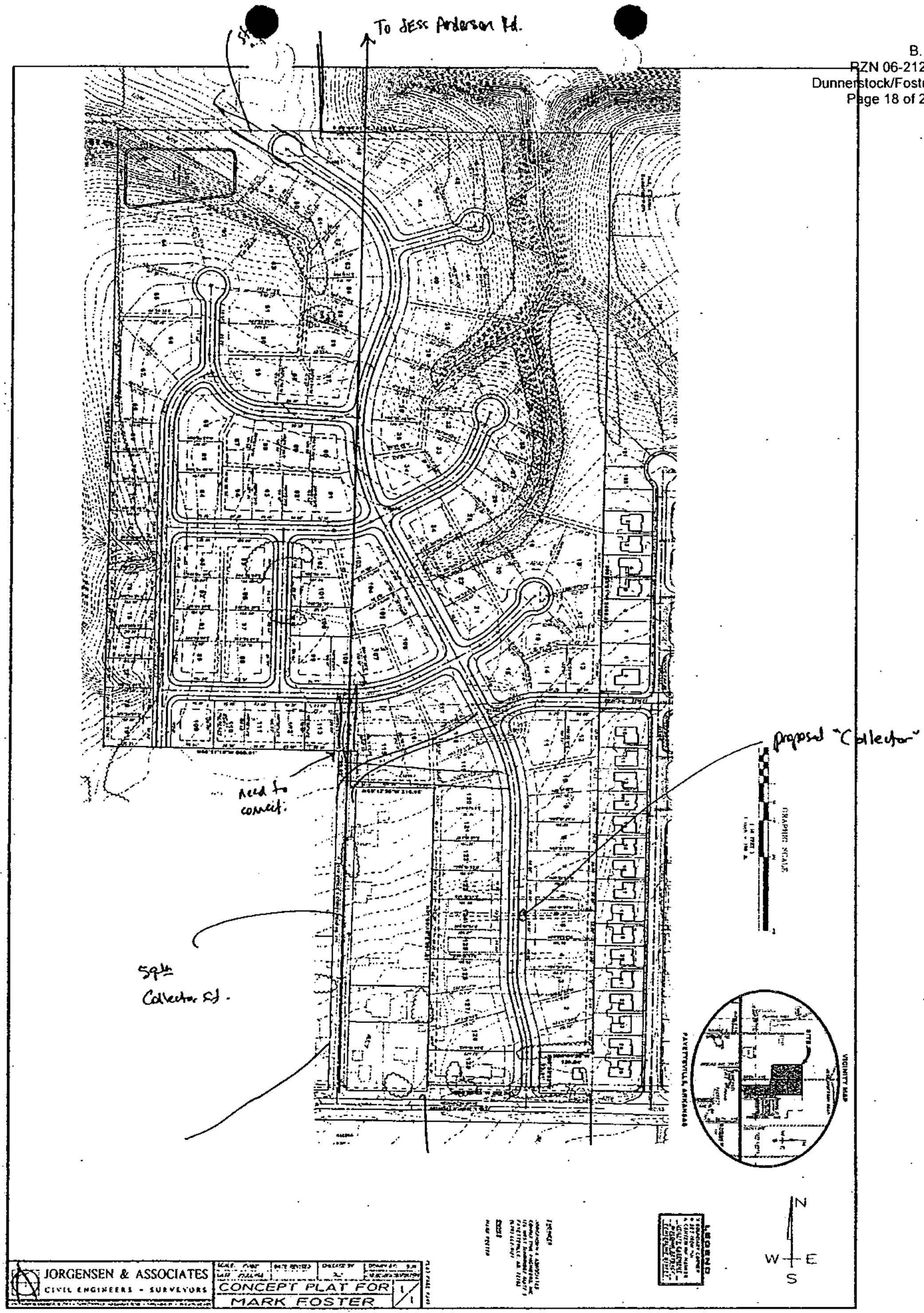
LEGAL DESCRIPTION: (PROPERTY TO BE ANNEXED)

All of the NW1/4 of the NW1/4 and part of the SW1/4 of the NW1/4 of Section 11, T16N, R31W in Washington County, Arkansas and being described as follows: Beginning at the NE Corner of said NW1/4, NW1/4 thence S00°58'01"W 1994.84 feet, thence N89°05'25"W 1321.29 feet, thence N01°03'51"E 1979.92 feet, thence S89°44'21"E 1318.03 feet to the P.O.B.; Containing 60.21 acres more or less subject to easements and Right of Way of record.

LEGAL DESCRIPTION: (PROPERTY TO BE REZONED)

All of the NW1/4 of the NW1/4 and part of the SW1/4 of the NW1/4 of Section 11, T16N, R31W in Washington County, Arkansas and being described as follows: Beginning at the NE Corner of said NW1/4, NW1/4 thence S00°58'01"W 2496.08 feet, thence N89°01'58"W 139.94 feet, thence S00°58'02"W 93.91 feet, thence N89°05'25"W 299.94 feet, thence N01°06'10"E 801.05 feet, thence N89°12'56"W 219.98 feet, thence N00°39'09"W 98.92 feet, thence N88°57'18"W 660.01 feet, thence N01°03'51"E 1673.92 feet, thence S89°44'21"E 1318.03 feet to the P.O.B.; Containing 60.22 acres more or less subject to easements and Right of Way of record.

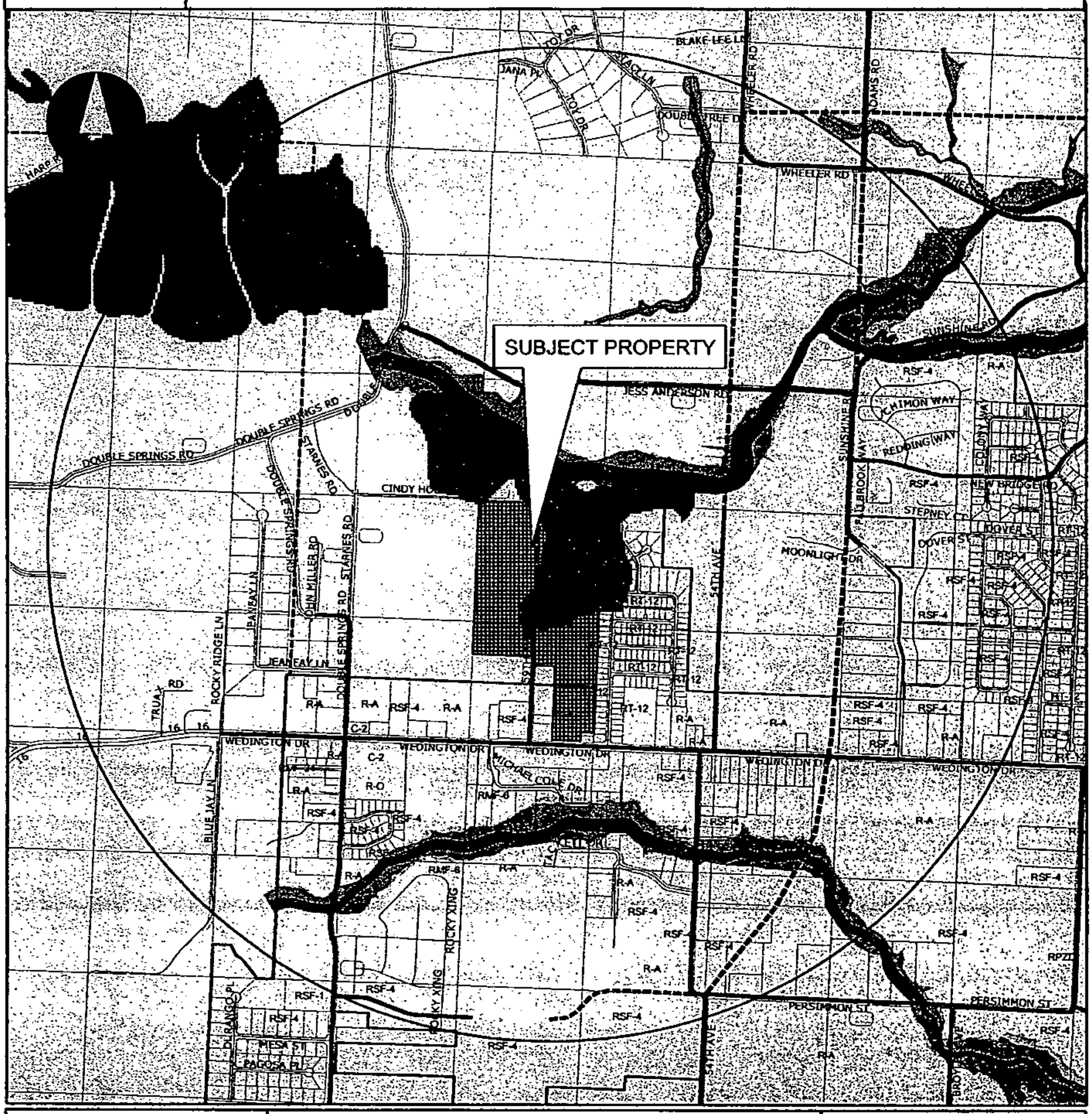

NE CORNER
NW1/4, NW1/4
11-16-31
(FOUND STONE)
P.O.B.
S89°44'21"E
1318.03'
11483
11423
11424
11420
11629
11633-003
11667
N 01°03'51" E 1979.92'
1673.92'
40 LINE
40 LINE
FAYETTEVILLE
CITY LIMITS
H.E. & CALLIE
BUNDRICK PARK
PROPERTY TO BE
ANNEXED & REZONED
RSF-4
PROPERTY TO BE
ANNEXED & REZONED
N88°57'18"W 660.01'
N00°39'09"W
98.92'
N89°12'56"W
219.98'
11752
50' R/W
11753
306.00'
PROPERTY TO BE ANNEXED
11755-001
COUNTY
FAYETTEVILLE CITY LIMITS
N89°05'25"W
11754
1321.29'
N. 59TH AVENUE & COUNTY ROAD NO. 829
N01°06'10"E 801.05'
16183
R-A → RSF-4
PROPERTY TO BE
REZONED
16179
16182
N89°01'58"W
139.94'
S00°58'02"W
93.91'
20'
U.E.
55' R/W
16178
16180
EX. 8" SWR.
EX. WTR.
N89°05'25"W 299.94'
S00°58'01"W
150.99'
ARKANSAS HIGHWAY 16 WEST (WEDINGTON DRIVE)
16221
SE CORNER
SW1/4, NW1/4
11-16-31
HERITAGE VILLAGE AVENUE
S00°58'01"W 2494.08'
FOUNTAIN
131
21451
130
21450
129
122
21442
123
121
21441
120
21440
1
20138
2
20139
3
20140
4
20141
5
20142
6
20143
7
20144
8
20145
9
20146
10
20147
11
20148
12
20149
13
20150
14
20151
15
20152
16
20153
17
20154
18
20155
19
20156
20
20157
21
20158
22
20159
23
20160
24
20161
25
20162
119
101
100
81
80
61
36
35
34
33
32
31
30
29
28
27
26


To Jess Anderson Rd.
Need to correct.
Proposed "Collector"
Collector St.
GRAPHIC SCALE
VICINITY MAP
FAYETTEVILLE, ARKANSAS
SITE
LEGEND
N
W
E
S
JORGENSEN & ASSOCIATES
CIVIL ENGINEERS - SURVEYORS
CONCEPT PLAT FOR
MARK FOSTER

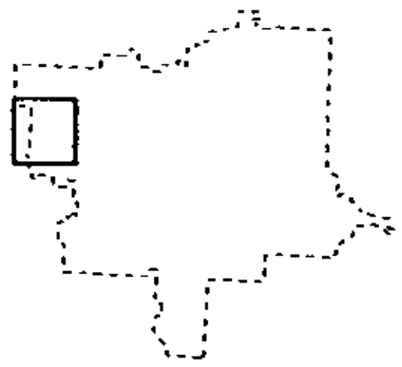
RZN06-2126

One Mile View

DUNNERSTOCK/FOSTER



Overview



Legend

Subject Property

RZN06-2126

Boundary

Planning Area

Overlay District

Outside City

Legend

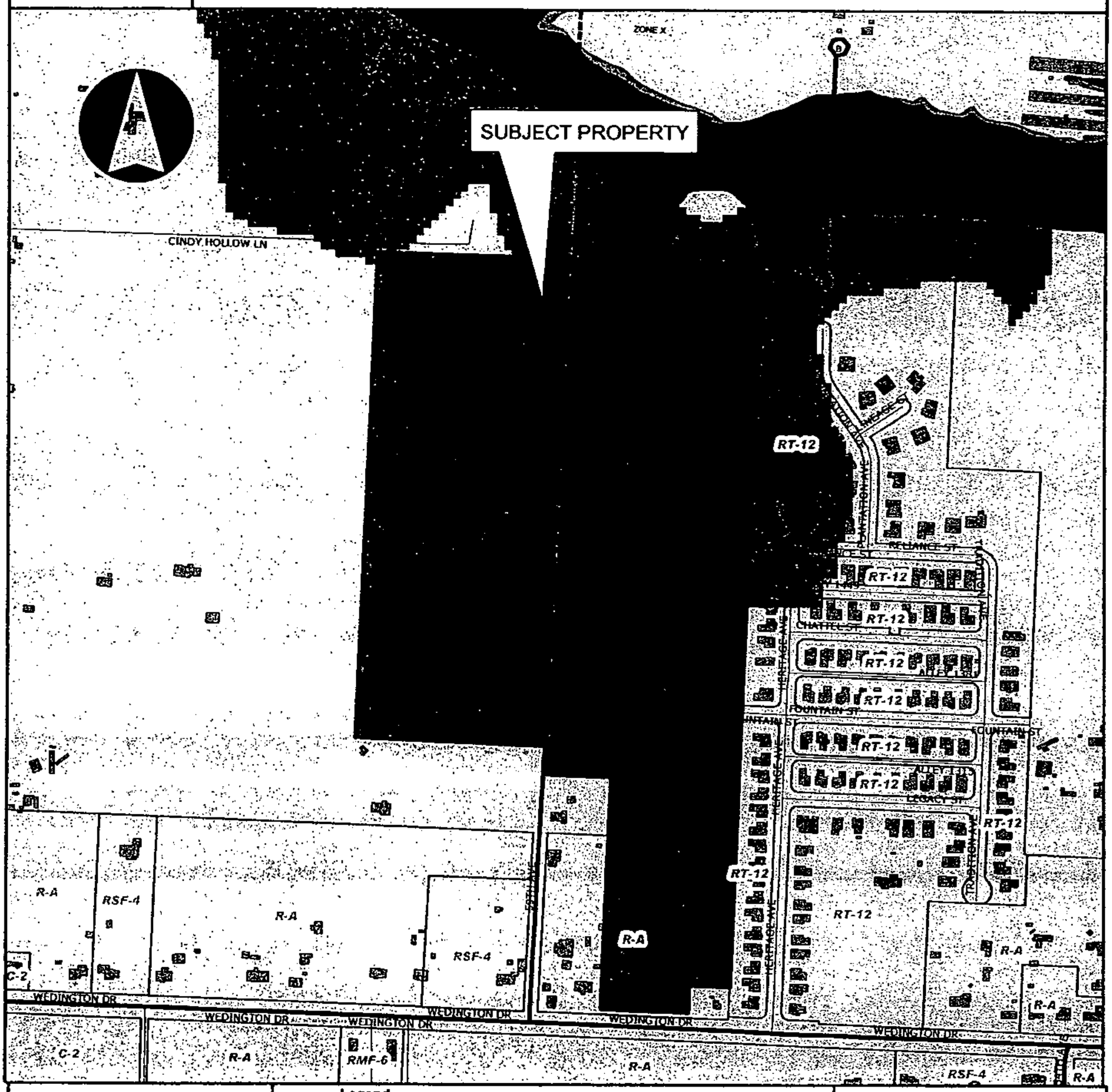
Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

RZN06-2126

Close Up View

DUNNERSTOCK/FOSTER



Overview

Legend

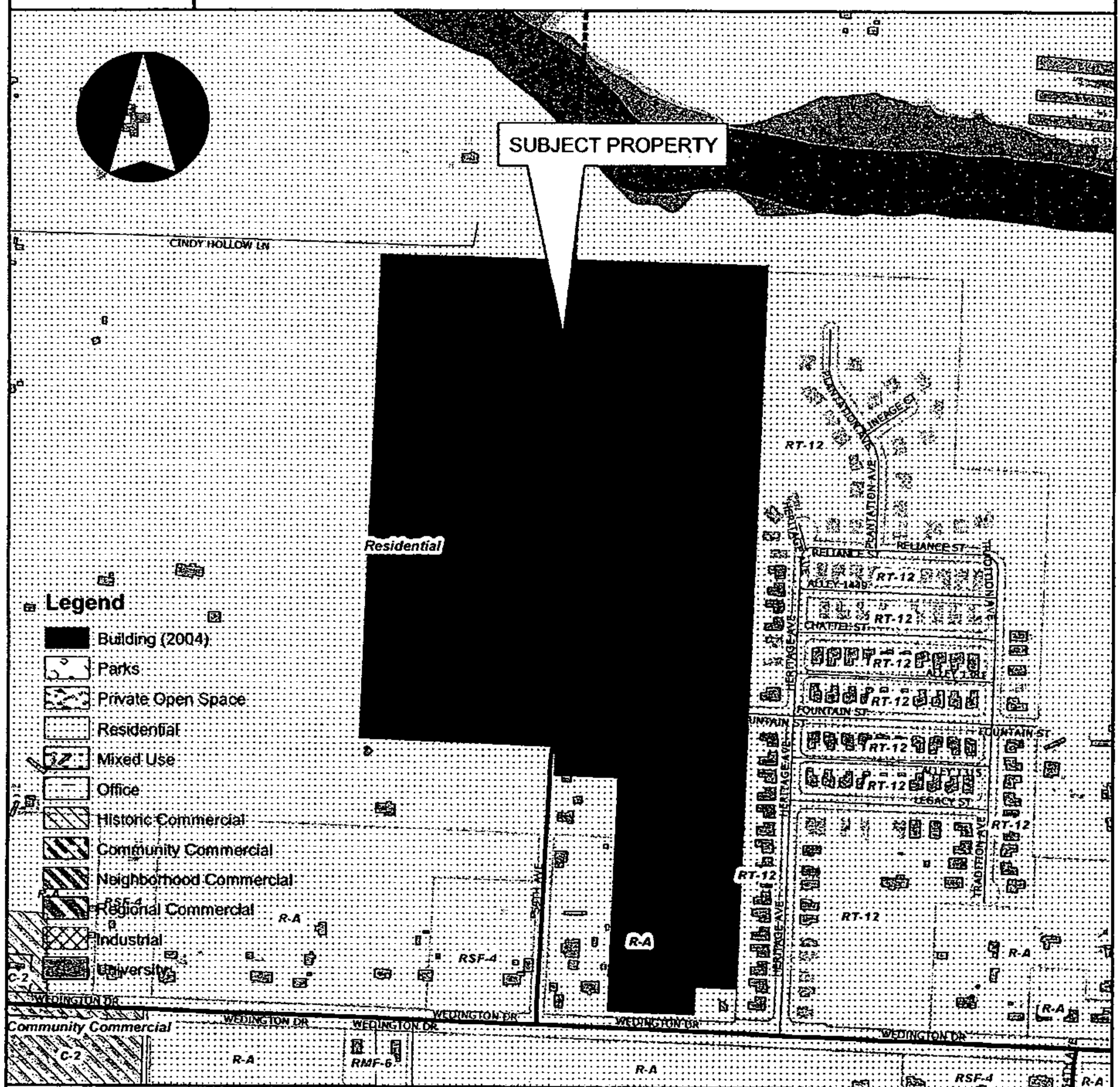
- Overlay District
- FLOODWAY
- 500 YEAR
- 100 YEAR
- LIMIT OF STUDY
- Hillside-Hilltop Overlay District
- BaseLine Profile
- Fayetteville
- Outside City
- RZN06-2126
- vector.GDB.Footprint_2004

0 175 350 700 1,050 1,400 Feet

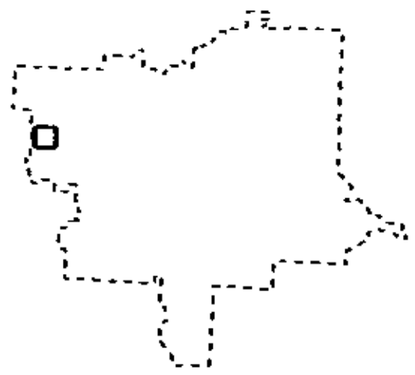
RZN06-2126

Future Land Use

DUNNERSTOCK/FOSTER



Overview



Legend

Subject Property

RZN06-2126

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Legend

0 175 350 700 1,050 1,400 Feet

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

August 1, 2006
City Council Meeting Date

Sondra Smith	City Clerk	City Clerk
Submitted By	Division	Department

Action Required:

An ordinance to establish Fayetteville Municipal Property Owners' Improvement District No. 17 - The Villas at Stonebridge. This petition is being filed under the Arkansas Municipal Property Owners' Improvement District law. Arkansas Code Ann. Sec. 14-94-101 et seq. The petition is being filed by James N. McCord. on behalf of the Improvement District.

N/A	N/A	N/A
Cost of this request	Category / Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item N/A Budget Adjustment Attached N/A

Sondra Smith 7/18/06
Department Director Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

D. J. White 7/19/06
City Attorney Date

Received in City Clerk's Office ENTERED 7/19/06

Finance and Internal Service Director Date

Received in Mayor's Office

Mayor Date

Comments:

Fayetteville
ARKANSAS

RECEIVED
JUL 18 2006
CITY OF FAYETTEVILLE
MAYOR'S OFFICE
COPY

113 West Mountain
Fayetteville, AR 72701
Telephone: (479) 575-8323
Fax: (479) 718-7695
city_clerk@ci.fayetteville.ar.us

City Clerk/Treasurer Division

July 18, 2006

Honorable Dan Coody, Mayor
City Administration Building
113 W. Mountain
Fayetteville, AR 72701

RE: Petition to form Fayetteville Municipal Property Owners' Improvement District No. 17
The Villas at Stonebridge

Dear Mayor:

Pursuant to Arkansas Code Ann. Sec. 14-94-105 (e)(3), you are hereby notified that the enclosed Petition to form Fayetteville Municipal Property Owners' Improvement District No. 17–The Villas at Stonebridge has been filed in the office of the Fayetteville City Clerk. Pursuant to Ark. Code Ann. Sec. 14-94-106 (a)(1), I hereby present you with the Petition.

Sincerely,

Sondra Smith
City Clerk/Treasurer

cc: Kit Williams, City Attorney
James N. McCord

JAMES N. McCORD
Attorney at Law
11 N. WEST AVE.
SUITE #202
FAYETTEVILLE, ARKANSAS 72701

TELEPHONE (479) 695-1134
FACSIMLE (479) 695-1135
jimmccordlaw@alltel.net

RECEIVED
JUL 18 2006
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

July 18, 2006

VIA HAND DELIVERY

Sondra Smith
Fayetteville City Clerk
City Administration Building
113 West Mountain Street
Fayetteville, AR 72701

Re: Petition to Form Fayetteville Municipal Property Owners' Improvement District No. 17- The Villas at Stonebridge

Dear Ms. Smith:

Enclosed for filing in the office of the Fayetteville City Clerk are four executed counterparts of a Petition to Form Fayetteville Municipal Property Owners' Improvement District No. 17- The Villas at Stonebridge. Please file mark each Petition, retain one for the City's permanent file, one for presentation to the Mayor, and return the other counterparts to me. The Petition is being filed under the Arkansas Municipal Property Owners' Improvement District law, Ark. Code Ann. Sec. 14-94-101 et seq.

. Ark. Code Ann. Sec. 14-94-106 provides:

> (a)(1) Upon the filing of the petition with the clerk, it shall be the duty of the clerk to present the petition to the mayor.
>
> (2) The mayor shall thereupon set a date and time not later than fifteen (15) days after the date of the presentation of the petition to the mayor, for a hearing before the governing body for consideration of the petition.
>
> (b)(1) At the hearing, it shall be the duty of the governing body to hear the petition and to ascertain whether those signing the petition constitute all the owners of the real property to be located in the district.

(2) If the governing body determines that all the owners of the real property to be located in the district have petitioned for the improvements, it shall be its duty by ordinance to establish and lay off the district as defined in the petition and to appoint the commissioners named in the petition.

* * *

(c) The ordinance establishing the district shall be published within thirty (30) days after its adoption by one (1) insertion in some newspaper of general circulation in the municipality in which the district lies.

Enclosed is a form the Mayor may use to give the City Council notice of the date and time of the hearing on the Petition. Also enclosed, for filing in the office of the City Clerk, is an executed Abstracter's Certificate certifying that the improvement district petition is signed by the owner of the record title to all the real property described in the Petition. I have drafted and enclose an ordinance which would establish the district and name the commissioners.

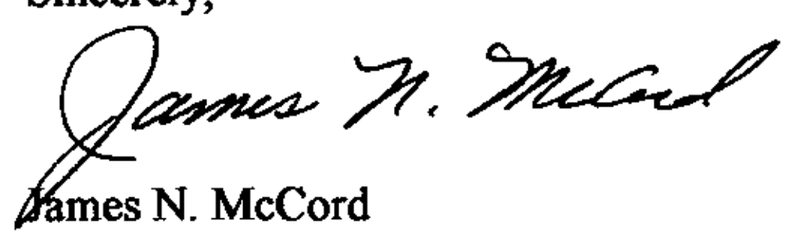
Formation of a municipal property owners' improvement district is merely a financing alternative for the cost of subdivision infrastructure. The developer must comply with all city development ordinances. The completed infrastructure improvements are dedicated to the city.

The improvement district issues special assessment bonds, bond proceeds are used to construct or purchase the improvements, the district levies an annual tax on each lot in the district to pay debt service on the bonds, the annual taxes are collected by the county tax collector and paid to the bond trustee, and the trustee makes debt service payments to the bondholders.

The Villas at Stonebridge Meadows will be a residential development on 53.03 acres located east of Dead Horse Mountain Road and south of Stonebridge Meadows Golf Course.

Should there be any questions, please contact me.

Sincerely,



James N. McCord

pc: Hon. Dan Coody, Mayor
Kit Williams, City Attorney

TO: Fayetteville City Council
FROM: Mayor Dan Coody
DATE: July ___, 2006
RE: Petition to Form Fayetteville Municipal Property Owners' Improvement District No. 17- The Villas at Stonebridge

Pursuant to Ark. Code Ann. Sec. 14-94-106(a)(2), I hereby set Tuesday, August 1, 2006, at 6:00 p.m. as the date and time for a hearing before the Fayetteville City Council for consideration of the Petition to Form Fayetteville Municipal Property Owners' Improvement District No. 17– The Villas at Stonebridge.

Ark. Code Ann. Sec.14-94-106(b)(1) provides that, at the hearing, it shall be the duty of the governing body to hear the petition and to ascertain whether those signing the petition constitute all the owners of the real property to be located in the district. Ark. code Ann. Sec. 14-94-106(b)(2)(A) provides that if the governing body determines that all the owners of the real property to be located in the district have petitioned for the improvements, it shall be its duty by ordinance to establish and layoff the district as defined in the petition and to appoint the commissioners named in the petition.

cc: Kit Williams, City Attorney
James N. McCord

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH AND LAY OFF FAYETTEVILLE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 17 – THE VILLAS AT STONEBRIDGE

WHEREAS, a Petition to form Fayetteville Municipal Property Owners' Improvement District No. 17- The Villas at Stonebridge has been filed with the Fayetteville City Clerk; and,

WHEREAS, the City Clerk has presented said petition to the Mayor; and,

WHEREAS, the Mayor has set August 1, 2006, at 6:00 p.m. as the date and time for a hearing before the Fayetteville City Council for consideration of said petition; and,

WHEREAS, the Fayetteville City Council has determined from an abstracter's certificate of property ownership that those signing the petition constitute all the owners of the real property to be located in the district; and,

WHEREAS, the Arkansas Municipal Property Owners' Improvement District Law provides at Ark. Code Ann. Sec. 14-94-106(b)(2) that if the governing body determines that all the owners of the record title to the real property to be located in the district have petitioned for the improvements, it shall then be its duty by ordinance to establish and lay off the district as defined in the petition and to appoint the commissioners named in the petition.

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

Section 1: That the real property described in Exhibit "A" attached hereto and made a part hereof is hereby established and laid off as Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge for the purpose of constructing, purchasing, accepting as a gift or maintaining facilities for waterworks, recreation, drainage, gas pipelines, underground trenches and excavations necessary for the installation by public utilities or municipal utilities of electric and telephone distribution systems, sanitary sewers, streets and highways including curbs and gutters, and sidewalks, together with facilities related to any of the foregoing, or for more than one of those purposes.

Section 2: The following three individuals are hereby appointed as commissioners of said improvement district: Hank Broyles, John Nock and Alexander Broyles.

Section 3: The name of said improvement district shall be Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge.

Section 4: The district shall not cease to exist upon the acquiring, constructing or completion of the improvements, but it shall continue to exist for the purpose of preserving, maintaining, and operating the improvements, replacing equipment, paying salaries to employees, and performing any other functions or services authorized in Ark. Code Ann., Title 14, Chapter 94.

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

Exhibit "A"

Fayetteville Municipal Property Owners'
Improvement District No. 17 – The Villas at Stonebridge

A part of Section 24, and a part of Section 25 all in Township 16 North, Range 30 West, Washington County, Arkansas and being more particularly described as follows: Beginning at the Northwest Corner of Northeast Quarter of Section 25 and running thence N 87°01'16" W 987.33 feet to the centerline of Dead Horse Mountain Road; thence along said centerline N 03°03'00" E 600.87 feet; thence leaving said road centerline S 87°01'16" E 52.27 feet; thence S 56°35'20" E 339.81 feet; thence S 81°27'33" E 631.08 feet; thence S 33°49'31" E 271.57 feet; N 88°15'23" E 161.27 feet; thence S 42°11'39" E 488.91 feet; thence S 04°36'52" E 928.17 feet; thence S 15°59'30" W 713.53 feet; thence S 70°37'32" W 185.48 feet; thence S 32°39'52" W 467.30 feet; thence S 46°59'22" W 162.84 feet; thence S 16°02'22" W 109.30 feet; thence S 02°33'46" W 105.25 feet; thence S 38°49'44" E 79.65 feet; thence S 16°12'04" E 74.82 feet; thence N 86°55'06" W 339.76 feet to the centerline of Dead Horse Mountain Road; thence along said road centerline N 49°07'24" W 36.69 feet; thence N 60°12'41" W 100.88 feet; thence N 77°29'04" W 137.15 feet; thence leaving said centerline S 86°55'06" E 456.61 feet to the Northwest Corner of the Southeast Quarter of said Section 25; thence N 02°33'46" E along the west line of the Northeast Quarter of said Section 25, 407.00 feet; thence N 87°26'15" W 213.99 feet; thence N 02°33'46" E 1276.27 feet; thence S 73°50'46" W 819.41 feet to a point in the county road; thence N 02°33'46" E 42.23 feet; thence N 73°50'46" E 1045.35 feet; thence N 02°33'46" E 843.38 feet to the point of beginning, containing an area of 53.03 acres more or less. Subject to and easements and or right of ways of record.

RECEIVED
JUL 18 2006
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

NOTICE

YOUR SIGNATURE HEREON SHOWS THAT YOU FAVOR THE ESTABLISHMENT OF AN IMPROVEMENT DISTRICT. IF THE DISTRICT IS FORMED, YOU MAY BE CHARGED FOR THE COSTS OF THE IMPROVEMENTS.

BEFORE THE CITY COUNCIL OF FAYETTEVILLE, ARKANSAS

PETITION TO FORM FAYETTEVILLE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 17- THE VILLAS AT STONEBRIDGE

For its petition to form Fayetteville Municipal Property Owners' Improvement District No. 17- The Villas at Stonebridge, Nock-Broyles Land Development, LLC, ("Petitioner") states:

1. Petitioner is the record title owner to all of the real property described in Exhibit "A" attached hereto and made a part hereof as reflected by the deed records in the office of the Circuit Clerk and Ex-Officio Recorder of Washington, County Arkansas. All of said property is located within the corporate limits of the City of Fayetteville, Arkansas.

2. Petitioner desires that the real property described in Exhibit "A" attached hereto and made a part hereof be established and laid off into a municipal property owners' improvement district pursuant to Ark. Code Ann. Sec. 14-94-101 et seq. for the purpose of constructing, purchasing, accepting as a gift or maintaining facilities for waterworks, recreation, drainage, gas pipelines, underground trenches and

excavations necessary for the installation by public utilities or municipal utilities of electric and telephone distribution systems, sanitary sewers, streets and highways including curbs and gutters, and sidewalks, together with facilities related to any of the foregoing, or for more than one of those purposes.

3. Petitioner desires that the district shall not cease to exist upon the acquiring, constructing or completion of the improvements, but it shall continue to exist for the purpose of preserving, maintaining, and operating the improvements, replacing equipment, paying salaries to employees, and performing any other functions or services authorized in Ark. Code Ann., Title 14, Chapter 94.

4. Petitioner names the following three individuals, pursuant to Ark. Code Ann. 14-94-105(a)(2)(B), as designated representatives of Petitioner to be appointed as commissioners of the district: Hank Broyles, John Nock and Alexander Broyles.

5. Petitioner proposes that the name of the district be Fayetteville Municipal Property Owners' Improvement District No. 17- The Villas at Stonebridge.

WHEREFORE, Nock-Broyles Land Development, LLC hereby petitions the City Council of Fayetteville, Arkansas to adopt an ordinance establishing and laying off the real property described in Exhibit "A" attached hereto and made a part hereof into Fayetteville Municipal Property Owners' Improvement District No. 17- The Villas at Stonebridge for the purpose of constructing, purchasing, accepting as a gift or maintaining facilities for waterworks recreation, drainage, gas pipelines, underground trenches and excavations necessary for the installation by public utilities or municipal utilities of electricity and telephone distribution systems, sanitary sewers, streets

including curbs and gutters, and sidewalks, together with facilities related to any of the foregoing, or for more than one of those purposes.

DATED this 18th day of July, 2006.

Nock-Broyles Land Development, LLC
An Arkansas limited liability company

By: _____
John Nock, authorized member

Exhibit "A"

A part of Section 24, and a part of Section 25 all in Township 16 North, Range 30 West, Washington County, Arkansas and being more particularly described as follows: Beginning at the Northwest Corner of Northeast Quarter of Section 25 and running thence N 87°01'16" W 987.33 feet to the centerline of Dead Horse Mountain Road; thence along said centerline N 03°03'00" E 600.87 feet; thence leaving said road centerline S 87°01'16" E 52.27 feet; thence S 56°35'20" E 339.81 feet; thence S 81°27'33" E 631.08 feet; thence S 33°49'31" E 271.57 feet; N 88°15'23" E 161.27 feet; thence S 42°11'39" E 488.91 feet; thence S 04°36'52" E 928.17 feet; thence S 15°59'30" W 713.53 feet; thence S 70°37'32" W 185.48 feet; thence S 32°39'52" W 467.30 feet; thence S 46°59'22" W 162.84 feet; thence S 16°02'22" W 109.30 feet; thence S 02°33'46" W 105.25 feet; thence S 38°49'44" E 79.65 feet; thence S 16°12'04" E 74.82 feet; thence N 86°55'06" W 339.76 feet to the centerline of Dead Horse Mountain Road; thence along said road centerline N 49°07'24" W 36.69 feet; thence N 60°12'41" W 100.88 feet; thence N 77°29'04" W 137.15 feet; thence leaving said centerline S 86°55'06" E 456.61 feet to the Northwest Corner of the Southeast Quarter of said Section 25; thence N 02°33'46" E along the west line of the Northeast Quarter of said Section 25, 407.00 feet; thence N 87°26'15" W 213.99 feet; thence N 02°33'46" E 1276.27 feet; thence S 73°50'46" W 819.41 feet to a point in the county road; thence N 02°33'46" E 42.23 feet; thence N 73°50'46" E 1045.35 feet; thence N 02°33'46" E 843.38 feet to the point of beginning, containing an area of 53.03 acres more or less. Subject to and easements and or right of ways of record.

RECEIVED
JUL 18 2006
CITY OF FAYETTEVILLE
CLERK'S OFFICE

BEFORE THE CITY COUNCIL OF FAYETTEVILLE, ARKANSAS

PETITION TO FORM FAYETTEVILLE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 17- THE VILLAS AT STONEBRIDGE

ABSTRACTER'S CERTIFICATE OF PROPERTY OWNERSHIP

Elite Title Company, Inc. hereby certifies that the deed records in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, reflect that the following is the owner of the record title to all of the real property described in Exhibit "A" to the Petition to Form Fayetteville Municipal Property Owners' Improvement District No. 17 – The Villas at Stonebridge, a copy of which Exhibit "A" is attached hereto and made a part hereof:

Nock-Broyles Land Development, LLC

DATED this 18th day of July, 2006.

Elite Title Company, Inc.

By: Deby L. Brashear
AUTHORIZED REPRESENTATIVE

Exhibit "A"

A part of Section 24, and a part of Section 25 all in Township 16 North, Range 30 West, Washington County, Arkansas and being more particularly described as follows: Beginning at the Northwest Corner of Northeast Quarter of Section 25 and running thence N 87°01'16" W 987.33 feet to the centerline of Dead Horse Mountain Road; thence along said centerline N 03°03'00" E 600.87 feet; thence leaving said road centerline S 87°01'16" E 52.27 feet; thence S 56°35'20" E 339.81 feet; thence S 81°27'33" E 631.08 feet; thence S 33°49'31" E 271.57 feet; N 88°15'23" E 161.27 feet; thence S 42°11'39" E 488.91 feet; thence S 04°36'52" E 928.17 feet; thence S 15°59'30" W 713.53 feet; thence S 70°37'32" W 185.48 feet; thence S 32°39'52" W 467.30 feet; thence S 46°59'22" W 162.84 feet; thence S 16°02'22" W 109.30 feet; thence S 02°33'46" W 105.25 feet; thence S 38°49'44" E 79.65 feet; thence S 16°12'04" E 74.82 feet; thence N 86°55'06" W 339.76 feet to the centerline of Dead Horse Mountain Road; thence along said road centerline N 49°07'24" W 36.69 feet; thence N 60°12'41" W 100.88 feet; thence N 77°29'04" W 137.15 feet; thence leaving said centerline S 86°55'06" E 456.61 feet to the Northwest Corner of the Southeast Quarter of said Section 25; thence N 02°33'46" E along the west line of the Northeast Quarter of said Section 25, 407.00 feet; thence N 87°26'15" W 213.99 feet; thence N 02°33'46" E 1276.27 feet; thence S 73°50'46" W 819.41 feet to a point in the county road; thence N 02°33'46" E 42.23 feet; thence N 73°50'46" E 1045.35 feet; thence N 02°33'46" E 843.38 feet to the point of beginning, containing an area of 53.03 acres more or less. Subject to and easements and or right of ways of record.

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

8/1/2006
City Council Meeting Date

Sharon Crosson	Utilities Management	Operations Department
Submitted By	Division	Department

Action Required:

An Ordinance approving a bid waiver for paging services for the City of Fayetteville.

$ 26,075.00	$ 26,075.00	Telephone Expense
Cost of this request	Category / Project Budget	Program Category / Project Name
(Various funds/programs) 5310.01	$ 15,332.00	(Various programs)
Account Number	Funds Used to Date	Program / Project Category Name
	$ 10,743.00	(Various funds)
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] Budget Adjustment Attached [ ]

Department Director	7-11-06 Date	Previous Ordinance or Resolution #
		Original Contract Date:
City Attorney	7/12/06 Date	Original Contract Number:
Finance and Internal Service Director	7/14/06 Date	Received in City Clerk's Office ENTERED 7/11/06
Mayor	7/13/06 Date	Received in Mayor's Office ENTERED 7/13/06

Comments:

City Council Meeting Date: August 1, 2006

The City of Fayetteville, Arkansas

City Council Agenda Memo

To: Mayor Dan Coody

Thru: Gary Dumas, Director of Operations

From: Sharon Crosson, Parking & Telecommunications Manager

Date: July 10, 2006

Subject: Ordinance Approving a Bid Waiver for Paging Services

---

Recommendation:
Staff recommends approval of a bid waiver for paging services. The City will continue its current month-to-month contract with Allcom Communications.

Background:
In January 1998, the City solicited bids for paging services and awarded the bid to the lowest bidder, Allcom Communications. Allcom has kept that same pricing for the City of Fayetteville and offers to keep these same rates without any contractual obligation. The City began leasing 99 pagers from Allcom in 1999, increased to 143 pagers by 2001, and is currently leasing 166 pagers. The pagers all have alphanumeric capabilities, and the rate plan includes total insurance coverage, extended coverage to Little Rock area, voice mail services, and email to pager services.

Discussion:
Staff requests a bid waiver for this contract due to the fact that pager numbers are not portable. If we were to switch paging companies, all pager numbers would have to be changed. This would cause major issues because these numbers are published in numerous locations (business cards, letterhead, and several law enforcement publications). Pagers used by the drug task force would really be hard to change since the pager number stays with the position, not the individual, and it is given to informants as well as all local law enforcement.

Staff has solicited informal quotes from other paging service providers and found Allcom's rates and features are very competitive:

- Allcom Comm. $7.00/monthly access
- Smith Two-Way $6.00/monthly access
- Midwest Paging $6.95/monthly access
- Advanced Paging $8.00/monthly access

113 WEST MOUNTAIN 72701
479-575-8330
479-575-8257 (Fax)

Smith Two-Way is the only other local vendor that can provide adequate coverage; however, they require a $38.00 per pager cost and only provide the voice mail feature. Allcom insures our pagers for $4.95 each which will cover all replacements regardless of cause (lost, stolen, water damaged, crushed, etc.).

Budget Impact:
We anticipate very few additional pagers in 2006. Our current expense for pager services total $26,075 per year. With the expansion of our cellular contract, the total number of pagers may actually be reduced. Employees that request for a cell phone are required to return any pagers once they are issued a new communications device.

113 WEST MOUNTAIN 72701
479-575-8330
479-575-8257 (Fax)

ORDINANCE NO._____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A MONTH-TO-MONTH BILLING ARRANGEMENT WITH ALLCOM COMMUNICATIONS IN THE AMOUNT OF $26,075.00 TO PROVIDE PAGING SERVICES.

WHEREAS, the City of Fayetteville has been leasing pagers from Allcom Communication since 1999, and currently leases 166 pagers; and,

WHEREAS, pager numbers are not portable, so that a change of vendors would require changing a minimum of 166 numbers, an excessively expensive and cumbersome process;

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical; waives the requirements of formal competitive bidding, and approves a month-to-month billing arrangement with Allcom Communications in the amount of $26,075.00 to provide paging services.

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA SMITH**, City Clerk

DRAFT

FROM : ALLCOM

ALLCOM COMMUNICATIONS

524 W. Sycamore, Suite 2
Fayetteville, AR 72703

City of Fayetteville
Attn: Sharon Crosson
113 W. Mountain St.
Fayetteville, AR 72701-6069

RE: Pagers

Dear Sharon;

Jamie Bytheway asked me to update you with contract and pricing information for the pagers you have on our service.
First let me say it has been a pleasure to work with the City of Fayetteville and we hope to be able to continue to provide you with our paging services well into the future. Allcom Communications, Inc. is locally owned and operated, giving us the opportunity to address the needs in our hometown area.
The City of Fayetteville is not under any contractual agreement with Allcom Communications at this time. Unless otherwise requested, your billing is on a month to month basis. This allows you to activate and disconnect as needed, without the concerns of keeping a certain number of units in service at all times. We have given the City special pricing in accordance with our Public Safety program extended to all of the municipalities in N.W. Arkansas. There has been no time in the past that a current customer's pricing has increased unless their services have changed. Therefore your current pricing will remain in effect.

Motorola Advisor Gold Alphanumeric pager rental	*4.95 * per unit per month*
Alphanumeric paging access with a local N.W. Arkansas number	*7.00 ** per unit per month*

** Includes insurance coverage of 2 equipment replacements per year per number.*
*** Includes 2 additional options at no additional charge. Those options are extended coverage, voice mail or email to pager.*

There are no charges for the use of our Web based paging or the Weather Page feature.
We have and will continue to place spare inventory both with Mr. Bytheway and with the Police Department for ease of changing out lost or damaged equipment. The only change that Allcom can foresee at this time is the elimination of our Oklahoma extended coverage. It has just come to our attention that the company we network with to provide that coverage, has sold to another paging company that will not be keeping our frequency. As of January, 2005, that coverage will no longer be available to our customers. I will inform Mr. Bytheway of the pagers affected by this change within the next few weeks.

Please don't hesitate to call if you have any questions.

Sincerely;
Ginger Phillips
Ginger Phillips
gphillips@pgtc.com

SCHEDULE 1 – PAGER ALLOCATION

Division/Department	Number of Pagers-2006
Animal Services	7
Building Services	11
District Court	1
Fire Department	26
Fleet	1
Information Technologies	2
Meter & Backflow	5
Parking Management	2
Parks & Recreation	5
Police Department	72
Solid Waste	1
Transportation	7
Water/Sewer	26

	166

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

8/1/2006
City Council Meeting Date

Sharon Crosson	Utilities Management	Operations Department
Submitted By	Division	Department

Action Required:

An Ordinance approving a bid waiver and contact award to Alltel Communications for Cellular Services. The term of this contract will be for twenty-four (24) months, with the option to continue thereafter on a month-to-month basis as long as the terms of the contract are not exceeded.

$ 36,043.00	$ 40,000.00	Telephone Expense
Cost of this request	Category / Project Budget	Program Category / Project Name
(Various funds/programs) 5310.01	$ -	(Various programs)
Account Number	Funds Used to Date	Program / Project Category Name
	$ 40,000.00	(Various funds)
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] Budget Adjustment Attached [ ]

Department Director — Date 7.11.06

City Attorney — Date 7/12/06

Finance and Internal Service Director — Date 7/14/06

Mayor — Date 7/13/06

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office ENTERED 7/11/06

Received in Mayor's Office ENTERED 7/12/06

Comments:

Fayetteville
ARKANSAS

City Council Meeting Date: August 1, 2006

The City of Fayetteville, Arkansas

City Council Agenda Memo

To: Mayor Dan Coody

Thru: Gary Dumas, Director of Operations

From: Sharon Crosson, Parking & Telecommunications Manager

Date: July 10, 2006

Subject: Bid Waiver and Contract Award to Alltel Communications for Cellular Services

---

Recommendation:
Staff recommends approval of a bid waiver and contract award to Alltel Communications for Cellular Services for a period of twenty-four (24) months.

Background:
The City of Fayetteville currently has an incredible contract with Alltel Communications. The contract allows the city up to 28,000 minutes per month for one flat fee, and includes free mobile-to-mobile minutes, free long distance, and 500 free roaming minutes. City cell phone users utilize their minutes from a "pool" of total minutes, which allows us to more efficiently manage our air time. Our time management contract truly has been extremely cost effective, equating to approximately 6.2 cents per minute. Our average cost per phone is $23.20 for basic cellular services including voice mail, call waiting, caller ID, 3-way calling, detail billing, call forwarding, and no answer busy transfer. Our current contract allows up to 84 cell phones and we have been at the maximum capacity since May 2004.

Discussion:
Staff has successfully managed the number of cell phones allocated to employees and kept this number to a minimum. The City of Fayetteville by far has fewer cell phones then any other government agency in northwest Arkansas. However, cell phones have become a vital necessity to enable employees to efficiently perform their jobs. We are at a crucial point where it is imperative that we expand our contract to allow more devices. The new contract is basically the same as the existing contract, except it allows us to expand up to 150 devices. Our telecommunications staff will continue to diligently manage the use of these devices and will be very efficient on the allocation of all expansion devices.

113 WEST MOUNTAIN 72701
479-575-8330
479-575-8257 (Fax)

Equipment pricing has been added to this contract at an extremely low rate. Standard cell phones will be offered at $0.99 each (currently $59.99). All other equipment will be 50% off retail prices. That is a tremendous savings to the City.

Staff requests a bid waiver for this contract due to the fact that there is a $760.00 per month credit that is built in to our current contract that would remain on our account with the continuation of this rate plan. If we bid this service, this credit is no longer being offered on any account. That would be an immediate $9,120.00 per year increase to our cellular contact. Secondly, if we awarded the cellular contract to another vendor, the City would have to purchase all new phones and reprogram all new phones. That would be a huge expense. And third, staff has solicited informal quotes from other cellular providers and no other vendor has come close to meeting Alltel's rate plan.

Budget Impact:
We anticipate growing to 125 devices in 2006, 17 of those are Blackberry devices. This will equal a total expense of $36,043 for 2006. Once we reach capacity of 150 devices, the expense will total $47,559 annually. Each division budgets for their own cellular expenses and are only allocated devices if they have budgeted for these expenses.

ORDINANCE NO._____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A PROPOSAL FROM ALLTEL IN THE AMOUNT OF $36,043.00 TO PROVIDE CELLULAR PHONE SERVICES FOR A PERIOD OF 24 MONTHS.

WHEREAS, maximum rate plan and equipment cost savings can only be achieved through a continuation of the ongoing business relationship with Alltel; and,

WHEREAS, City Staff has solicited informal quotes from other providers, all of whom were unable to offer anything even approximating these savings.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical; waives the requirements of formal competitive bidding, and approves a Proposal from Alltel in the amount of $36,043.00 to provide cellular phone services for a period of 24 months.

PASSED and **APPROVED** this 1st day of August, 2006.

APPROVED: ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

SCHEDULE 1 – CELL PHONE ALLOCATION

Division/Department	Number of Phones-1999	Number of Phones-2001	Number of Phones-2006
Administration	4	8	4
Airport	1	2	1
Animal Services	1	1	1
Budget	0	0	1
Building Safety	3	3	7
Building Services	2	2	2
City Prosecutor	3	3	1
Code Enforcement	1	1	2
Engineering	5	5	7
Fire Department	3	6	9
Fleet	1	1	1
Information Technologies	0	0	3
Meter & Backflow	1	2	2
Parks & Recreation	6	6	9
Planning	1	0	1
Police Department	15	19	33
Solid Waste	1	2	6
Transportation	1	4	6
Utilities Management	1	2	2
Water/Sewer	2	2	3
	52	69	101 (84 cell phones) (17 Blackberries)

alltel

We get it right
or make it right

Proposal For

CITY OF FAYETTEVILLE

Prepared by: **David Bates**
Date: **June 29, 2006**
Contact Number: **479-871-3385**

Business Solutions

Wireless for the way your company works.

Proposal For	CITY OF FAYETTEVILLE *GREATER FREEDOM ACCOUNT 4980005351*

Current Situation:

This proposal is based on 150 lines of service on the Greater Freedom plan.

Recommendation:

Greater Freedom

Based on the 3 month rate analysis performed, Greater Freedom is the best option for account 4980005351. While on Greater Freedom your company will receive exceptional customer service, a Local Footprint coverage area, and the most optimal package of min

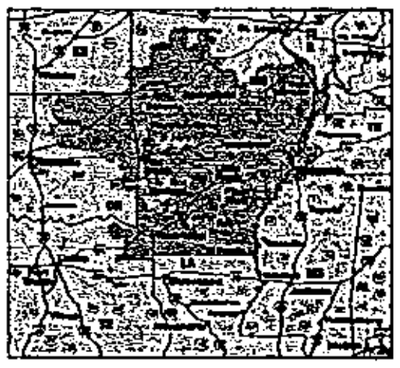
Customer Service:

Your Business Solutions Representative: ***DAVID BATES 479-871-3385***

Your Key Account Representative: ***LEE DELOACH 479-957-2499***

Once you become an Greater Freedom customer, you will receive exceptional customer service from your assigned Business Sales Team. The ALLTEL guarantee is that "We will get it Right or Make It Right". ALLTEL's billing systems, network operations, and s

Coverage:



With Greater Freedom, you have coverage across the state, as well as Memphis, Tulsa, and Springfield, MO.

Customized Greater Freedom Voice Package:

Monthly Access Charge:	**$2,838.50***	
Charge Per Line:	**$23.99**	
Monthly Access Credit	***$760**	
Plan Includes:		
Total Pooled Minutes:	**45,000**	
Anytime Minutes Per Phone:	**300**	
Night & Weekend Minutes:	**1,000**	
Mobile to Mobile Minutes:	**1,000**	
MOC Number Minutes:	**Included as part of the M2M minutes**	
Free to Roam Minutes	**500**	
Included Calling Features:	Call Waiting	Voice Mail
	3 Way Calling	Detail Billing
	Caller ID	Call Forwarding
	No Answer Busy Transfer	
	Long distance	

THIS OFFER INCLUDES A 20% MONTHLY ACCESS CHARGE DISCOUNT AND A 50% EQUIPMENT DISCOUNT

Customized Blackberry Access Package (based on 25 devices):

Monthly Access Charge:	**$1,124.75**	
Charge Per Line:	**$44.99**	

Axcess message packs (can be added to any voice line a la carte):
$14.99 per month - 1,500 messages (text, picture or video)
$9.99 per month - 750 messages (text, picture or video)
$5.99 per month - 300 messages (text, picture or video
$3.00 per month - 300 messages (text only)

Equipment pricing (includes 50% discount):

LG AX4270 model	**$0.99**	
Kyocera KX12 model	**$0.99**	

Sign Acceptance of Proposal Below:

Contact Name _____

Authorized Signature _____

Signature above authorizes ALLTEL to activate services as described in the attached proposal for a period of 24 months from the date of activation.

Date of Activation: _____

Date of Delivery: _____

Date of Training for end users: _____

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

1-Aug-06
City Council Meeting Date

Jeremy Pate	Planning	Operations
Submitted By	Division	Department

Action Required:

RZN 06-2140: (WRMC, 211/212): Submitted by USI-ARKANSAS, INC. for property located east of Gregg Avenue and north of Appleby Road. The property is zoned R-O, Residential Office, and C-1, Neighborhood Commercial, and contains approximately 61.5 acres. The request is to rezone the subject property to P-1, Institutional.

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

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director 7-14-06 Date

City Attorney 7-14-06

Finance and Internal Service Director 7/14/06 Date

Mayor 7/14/06 Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Received in City Clerk's Office
ENTERED 7-14-06

Received in Mayor's Office
ENTERED 7/14/06

Comments:

City Council Meeting of August 01, 2006
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: July 12, 2006

Subject: Rezoning for Washington Regional Medical Center (RZN 06-2140)

RECOMMENDATION

The Planning Commission recommended approval of the subject rezoning request from R-O and C-1 to P-1 on approximately 61.5 acres of property located east of Gregg Avenue, north of Appleby Road.

BACKGROUND

The subject property contains approximately 61.5 acres, delineated by Gregg Avenue to the west, Appleby Rd to the south, Futrall Road to the north and Northhills Blvd to the south. The property is zoned C-1 (9.5 acres) and R-O (52 acres). The existing Washington Region Medical Center hospital complex is developed on the property zoned R-O. Recently, the property to the west, zoned C-1 in 2004 and formerly utilized for a manufactured home park, was purchased by the applicant in anticipation of expanding hospital facilities. The hospital is a Cultural and Recreational Facility (Use Unit 4) and is a conditional use in both the C-1 and R-O zoning districts. Several conditional use permit applications have been reviewed by the Planning Commission for the existing and proposed developments on the property. At the time of the Large Scale Development review, the Planning Commission inquired as to why this property had not been rezoned appropriately to P-1 for its obvious use.

The applicant requests a rezoning of the subject property from R-O and C-1 to P-1, Institutional. A hospital (Use Unit 4) is a permitted use within this zoning district. Further development of the property would, therefore, not be subject to a conditional use permit.

DISCUSSION

This item was heard at the regular Planning Commission on July 10, 2006. The Planning Commission voted 8-0-0 to recommend approval of this rezoning request to the City Council.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 06-2140, FOR APPROXIMATELY 61.5 ACRES, LOCATED EAST OF GREGG AVENUE, NORTH OF APPLEBY ROAD FROM R-O, RESIDENTIAL OFFICE, AND C-1, NEIGHBORHOOD COMMERCIAL, TO P-1, INSTITUTIONAL.

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-O, Residential Office, and C-1, Neighborhood Commercial, to P-1, Institutional, as shown on Exhibit "A" attached hereto and made a part hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and **APPROVED** this___day of ___, 2006.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA SMITH**, City Clerk

DRAFT

EXHIBIT "A"
RZN 06-2140
(Page 1 of 3)

A PART OF THE N ½ OF THE NE ¼ OF THE NE ¼ AND A PART OF THE N ½ OF THE NW ¼ OF THE NE ¼ IN SECTION 34, T-17-N, R-30-W AND A PART OF THE SE ¼ OF THE SE ¼ AND A PART OF THE SW ¼ OF THE SE ¼ IN SECTION 27, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING BRASS CAP IN APPLEBY ROAD AT THE SOUTHEAST CORNER OF THE N ½ OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 34, THENCE N 89°28'49" W ALONG THE SOUTH LINE OF THE N ½ OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 34, 1109.30 FEET TO THE 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 GREGG AVENUE;
THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING SIX COURSES:
THENCE N 00°49'06" W 447.78 FEET;
THENCE N 04°29'19" E 150.74 FEET;
THENCE N 00°45'08" W 50.04 FEET;
THENCE N 04°42'04" E 100.64 FEET;
THENCE N 02°16'39" E 100.58 FEET;
THENCE N 06°14'15" E 100.93 FEET TO THE SOUTH RIGHT OF WAY OF HIGHWAY 71 BYPASS;
THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING FOUR COURSES:
THENCE N 80°46'22" E 46.26 FEET;
THENCE N 69°31'43" E 100.21 FEET;
THENCE N 58°37'10" E 101.00 FEET;
THENCE N 67°09'10" E 100.00 FEET TO A POINT IN THE CENTER OF SKULL CREEK;
THENCE SOUTH ALONG SAID CENTER OF CREEK THE FOLLOWING TWELVE COURSES:
THENCE S 17°24'54" E 104.58 FEET;
THENCE S 58°40'38" E 69.11 FEET;
THENCE S 70°23'00" E 52.42 FEET;
THENCE S 18°13'34" E 101.91 FEET;
THENCE S 15°51'27" W 128.39 FEET;

EXHIBIT "A"
RZN 06-2140
(Page 2 of 3)

THENCE S 29°18'17" W 102.53 FEET;
THENCE S 09°39'49" W 255.51 FEET;
THENCE S 00°08'37" E 91.86 FEET;
THENCE S 36°45'50" W 127.08 FEET;
THENCE S 08°50'32" E 109.66 FEET TO THE NORTH RIGHT-OF-WAY OF APPLEBY ROAD;
THENC CONTINUING ALONG SAID CENTER OF CREEK S 00°57'41" E 27.68 FEET;
THENCE S 13°39'04" E 42.76 FEET TO THE POINT OF BEGINNING, CONTAINING 9.45 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION CONTAINED WITHIN THE APPBLEBY ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE THEREOF.

AND

A PART OF THE SE ¼ OF THE SE ¼ OF SECTION 27, A PART OF THE NE ¼ OF THE NE ¼ OF SECTION 34, A PART OF THE SW ¼ OF THE SW ¼ OF SECTION 26, AND A PART OF THE NW ¼ OF THE NW ¼ OF SECTION 35 ALL IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY FOR APPLEBY ROAD THAT IS S 01°00'11" E 634.73 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 35; THENCE ALONG THE RIGHT-OF-WAY FOR APPLEBY ROAD S 89°26'53" W 525.83 FEET; THENCE N 78°34'00" W 201.61 FEET; THENCE S 74°50'34" W 103.15 FEET; THENCE N 80°39'33" W 50.7 FEET; THENCE N 84°54'52" W 202.81 FEET; THENCE S 89°05'00" W 48.1 FEET TO THE CENTERLINE OF A CREEK; THENCE LEAVING SAID APPLEBY ROAD RIGHT-OF-WAY AND FOLLOWING THE CENTERLINE OF SAID CREEK AS FOLLOWS: N 08°55'00" W 84.0 FEET; THENCE N 30°30'50" E 101.3 FEET, THENCE N 08°37'45" E 380.83 FEET: THENCE N 19°50'50" E 229.40 FEET; THENCE N 33°28'00" W 310.3 FEET TO THE SOUTH RIGHT-OF-WAY LINE FOR U.S. HIGHWAY 71B; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE FOR U.S. HIGHWAY 71B AS FOLLOWS: N 44°06'00" E 101.55 FEET; THENCE N 49°22'00" E 104.26 FEET; THENCE N 52°54'00" E 154.2 FEET; THENCE N 63°39'30" E 149.8 FEET; THENCE N 81°16'20" E 207.7 FEET; THENCE S 82°52'00" E 57.0 FEET; THENCE S 83°59'30" E 1.40 FEET; THENCE N 69°53'40" E 350.57 FEET; THENCE N 65°52'30" E 95.41 FEET TO THE BEGINNING OF A CURVE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.0 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 47.12 FEET (CHORD = S 69°07'30" E 42.43 FEET)

EXHIBIT "A"
RZN 06-2140
(Page 3 of 3)

TO POINT ON THE WEST RIGHT-OF-WAY LINE FOR NORTHHILLS BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY S 24°07'30" E 115.38; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 950.0 FEET, A CENTRAL ANGEL OF 28°00'48" AND AN ARC LENGTH OF 464.48 FEET (CHORD = S 10°07'06" E 459.87 FEET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 455.0 FEET, A CENTRAL ANGLE OF 30°47'08" AND AN ARC LENGTH OF 243.16 FEET (CHORD = S 21°54'49" E 240.27 FEET); THENCE LEAVING THE WEST RIGHT-OF-WAY LINE FOR NORTHHILLS BOULEVARD, N 89°28'20" E 660.17 FEET; THENCE S 00°54'04" E 517.99 FEET; THENCE N 89°28'20" E 420.40 FEET; THENCE S 01°02'11" E 204.35 FEET TO THE NORTH RIGHT-OF-WAY FOR APPLEBY ROAD THENCE ALONG THE RIGHT-OF WAY FOR APPLEBY ROAD S 88°53'22" W 178.00 FEET; THENCE N 01°06'38" W 10.00 FEET; THENCE S 88°53'22" W 40.00 FEET; THENCE S 01°06'38" E 15.00 FEET; THENCE S 88° 53'22" W 562.80 FEET; THENCE N 01°06'38" W 10.00 FEET; THENCE S 88°53'22" W 20.00 FEET; THENCE S 01°06'38" E 10.00 FEET; THENCE S 88°53'22" W 514.95 FEET TO THE POINT OF BEGINNING, CONTAINING 52.03 ACRES, MORE OR LESS, AS DESCRIBED ON THE EASEMENT PLAT FOR WASHINGTON REGIONAL MEDICAL CENTER 6/5/01.

DRAFT

PC Meeting of July 10, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Suzanne Morgan, Current Planner
THRU:	Jeremy Pate, Director of Current Planning
DATE:	July 5, 2006

RZN 06-2140: (WRMC, 211/212): Submitted by USI-ARKANSAS, INC. for property located N OF APPLEBY RD FROM GREGG AVE.TO NORTH HILLS BLVD. The property is zoned R-O, RESIDENTIAL OFFICE AND C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 61.5 acres. The request is to rezone the subject property to P-1, Institutional.

Planner: Suzanne Morgan

RECOMMENDATION:

Staff recommends approval of the requested rezoning of the 61.5-acre tract from R-O and C-1 to P-1.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
	⊗ Approved		**O Denied**
Date: July 10, 2006 **Motion:** Myres **Second:** Harris **Vote:** 8-0-0			
CITY COUNCIL ACTION:	**Required**	**YES**	
	O Approved		**O Denied**
Date: August 01, 2006 (1st reading if recommended)			

BACKGROUND:

Property description: The subject property contains approximately 61.5 acres, delineated by Gregg Avenue to the west, Appleby Rd to the south, Futrall Road to the north and Northhills Blvd to the south. The property is zoned C-1 (9.5 acres) and R-O (52 acres). The existing Washington Region Medical Center hospital complex is developed on the property zoned R-O. Recently, the property to the west, zoned C-1 in 2004 and formerly utilized for a mobile home park, was purchased by the applicant in anticipation of expanding hospital facilities. The hospital is a Cultural and Recreational Facility (Use Unit 4) and is a conditional use in both the C-1 and R-O zoning districts. Several conditional use permit applications have been reviewed by the Planning Commission for the existing and proposed developments on the property. At the time of the Large Scale Development review, the Planning Commission inquired as to why this property had not been rezoned appropriately to P-1 for its obvious use.

Proposal: The applicant requests a rezoning of the subject property from R-O and C-1 to P-1, Institutional. A hospital (Use Unit 4) is a permitted use within this zoning district. Further development of the property would, therefore, not be subject to a conditional use permit.

Recommendation: Staff recommends approval of the rezoning request. This property is an established hospital campus, along with adjacent property which is to be developed in a similar manner, and the continuation and expansion of this use in a zoning district which permits such a use is appropriate.

SURROUNDING LAND USE AND ZONING:

Direction from Site	Land Use	Zoning
North	I-540 and Single Family Residential	RSF-4 and C-2
South	Single, Two-family, & Multi-family Residential	RSF-4, RMF-24, RT-12, R-O
East	Medical Offices	R-O
West	Vacant	R-A

INFRASTRUCTURE:

Streets: The site has access to Appleby, Northhills Boulevard and Futrall Rd. Each of these is an improved roadway. WRMC has submitted guarantees for the traffic signal that is planned for the intersection of Northhills and Futrall.

Adjacent Master Street Plan Streets:
North: Futrall Drive (Collector Street)
South: Appleby Road (Collector Street)
East: Northhills Road (Collector Street)
West: Gregg Avenue (Minor Arterial)

Water: Public water is located throughout the site and will be sufficient to provide service for this property.

Sewer: Sanitary sewer is located throughout the site and will be sufficient to provide service for this property.

Drainage: Standard improvements and requirements for drainage will be required for any development on the property.

Fire: These 61.48 acres are covered by Engine 4 located at 3385 N Plainview. The property takes in a fairly large area with the closest point being .7 miles from the station with an anticipated response time of 2.5 minutes. The point most distant from the station is 1.4 miles with an anticipated response time of 4.25 minutes.

Measured hydrant flow in the area is 1539 gallons/minute. We do not calculate projected calls for service on properties that are being re-zoned to P-1, Institutional.

Police: It is the opinion of the Fayetteville Police Department that this annexation **will not** substantially alter the population density or create an undesirable load increase on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: General Plan 2020 designates this site **Office**. Rezoning this property to P-1, Institutional is compatible to the surrounding density of adjacent residential development and consistent with the 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 hospital use and other uses permitted within the P-1 zoning district are compatible with the adjacent residential and medical office developments. The expansion of this facility will increase its services and ability to meet the needs of many people throughout Northwest Arkansas. Staff finds that the proposed zoning is compliant with the General Plan, which identifies this area for office use, and expansion of the uses will provide employment adjacent to collector and arterial streets slated for improvement.**

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

Finding: **This property is developed for a hospital and associated services. At this time, a conditional use permit is required for each expansion or addition of parking on the property. The applicant anticipates future expansions and requests that the existing use be recognized and made a permitted use. Staff finds that the hospital use is appropriate in this area of the City of Fayetteville and compatible with surrounding uses. To allow expansions, improvements, etc. of the hospital, a rezoning is justified to circumvent additional and at times unnecessary consideration of a conditional use permit at each juncture.**

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

Finding: **Traffic will be evaluated with the further development of the hospital complex. It is not anticipated that the change in zoning from C-1 and R-O to P-1 will result in an increase in traffic danger and congestion.**

Police: **It is the opinion of the Fayetteville Police department that an appreciable increase in traffic danger and congestion would not be created by this rezoning.**

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 increase population density. The applicant's intended use for this property is a hospital. This facility will be used by population in surrounding municipalities, so while it will draw population from the surrounding region for short periods of stay, the use will not create a permanent increase in population.**

Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

161.15 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12	Offices, studios and related services
Unit 25	Professional offices

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 13	Eating places
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
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; Ord. 4726, 7-19-05)

161.16 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in restaurants
Unit 25	Professional offices

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

161.22 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft.
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that 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.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 60 % of the total area of such lot.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

Unit 4. Cultural and recreational facilities.

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included uses.*

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Detention home	
Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	
Zoo	

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS POLICE DEPARTMENT

June 29, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Annexation **ANZ 06-2140(WRMC, 211/212):** submitted by USI-ARKANSAS, INC. for property located NORTH OF APPLEBY ROAD FROM GREGG AVENUE TO NORTH HILLS BOULEVARD would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion. This property contains approximately 61.48 acres. The request is to rezone the subject property from R-O to P-1 Institutional.

It is the opinion of the Fayetteville Police Department that this rezoning **will not** substantially alter the population density or create an undesirable load increase on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

In reference to **RZN 06-2132 (JENNINGS PLUS N.A. DOWNZONING, 523-524-562):** submitted by C/O ALAN OSTNER JENNINGS PLUS N.A. for various properties located WITHIN THE JENNINGS-PLUS NEIGHBORHOOD ASOCIATION. This property is zoned RMF-24 and contains approximately 0.20 acres. The request is to downzone 51 parcels to RSF-8.

It is the opinion of the Fayetteville Police Department that this rezoning **will not** substantially alter the population density or create an undesirable increase on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown
Fayetteville Police Department

FAYETTEVILLE POLICE DEPARTMENT
100-A WEST ROCK STREET
FAYETTEVILLE, ARKANSAS 72701

(DELIVERIES) POLICE: 100-A WEST ROCK STREET 72701
PHONE: 479.587.3555 FAX: 479.587.3522

Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher

Thru: Chief Tony Johnson
Asst Chief Bud Thompson

From: Captain Dale Riggins

Date: July 5, 2006

Re: July 3, 2006 Zoning Review – Fire Department Comments

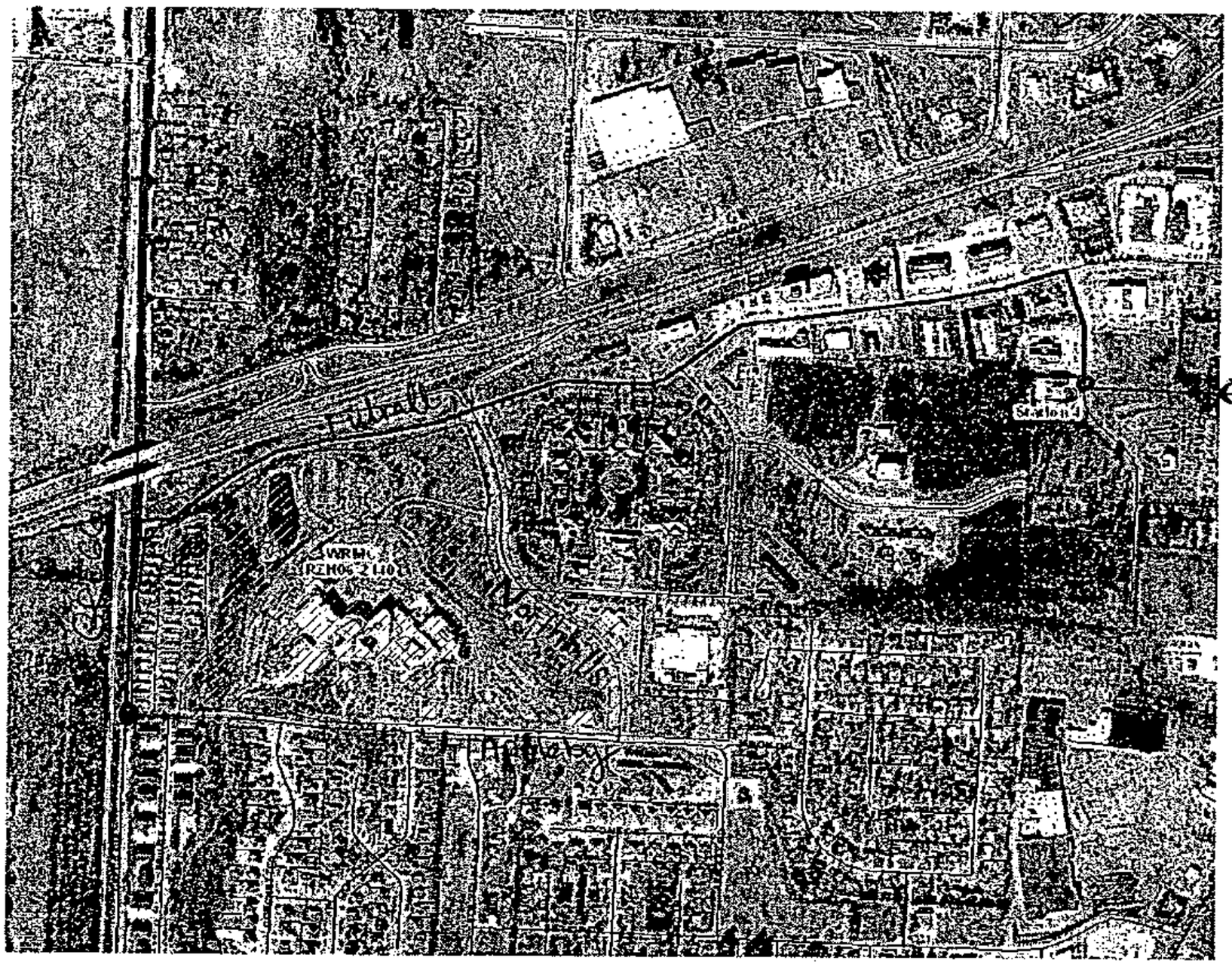
RZN06-2140 (WRMC)
These 61.48 acres are covered by Engine 4 located at 3385 N Plainview.
The property takes in a fairly large area with the closest point being .7 miles from the station with an anticipated response time of 2.5 minutes. The point most distance from the station is 1.4 miles with an anticipated response time of 4.25 minutes.
Measured hydrant flow in the area is 1539 gallons/minute.
We do not figure projected calls for service on properties that are being re-zoned to P-1, Institutional.

Call me if you have any questions concerning these comments.

Dale Riggins
Fayetteville Fire Department

RZN06-2140

WRMC



USI-ARKANSAS, INC.
CONSULTING ENGINEERS

May 30, 2006

Ms. Suzanne Morgan
Planning Division
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: WRMC, Rezoning
USI Job No. 0609001

Dear Ms. Morgan:

Regarding the above referenced project, we are applying to rezone 52-acre WRMC campus and the former trailer court to the west. The requested rezoning would change the campus from R-O to P-1 and the former trailer court from C-2 to P-1. The reason for this request is to streamline the development process for WRMC by eliminating the need for a conditional use permit with all future LSD's. This zoning change will not cause any changes to the traffic danger or congestion, population density, load on public services, appearance, or signage regulation in the area.

We are including the following items:

1. A $325 check for the processing fee.
2. A legal description of the property to be rezoned.
3. Two sets of typed mailing labels
4. A copy of the warranty deeds
5. A copy of the plats
6. A CD that contains the legal descriptions in word format.
7. This letter addressing the concerns of the Planning Division and the Planning Commission.

If you have any questions, or require any additional information, please contact us at your convenience.

Sincerely,
USI-Arkansas, Inc.

Josh Beam, E.I.
Project Engineer

cc: Kyle McCann, Senior Vice-President,COO, WRMC

Research • Planning • Engineering • Management
4847 Kaylee Ave. • Suite B • Springdale, Arkansas 72762
Telephone: (479) 872-7115 • Fax: (479) 872-7118
E-mail: springdale@usieng.com

USI-ARKANSAS, INC.
CONSULTING ENGINEERS

July 5, 2006

Ms. Suzanne Morgan
Planning Division
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: WRMC, Rezoning
USI Job No. 0609001

Dear Ms. Morgan:

Regarding the above referenced project, I am submitting this letter to address items number six and seven on the rezoning application as per your request.

6.

A. Both pieces of property that are proposed to be rezoned are owned by Washington Regional Medical Services, an Arkansas nonprofit corporation. There are no proposed or pending property sales.
B. The reason for this proposed rezoning is to streamline the development process for WRMC by eliminating the need for a conditional use permit for future additions of parking and/or medical office buildings.
C. The property will relate the same as it does now to the surrounding properties. There will be not change in the land use, traffic, appearance, or signage due to this rezoning.
D. A 12" waterline along Appleby, an 8" waterline along Gregg, an 18" waterline along Gregg, and many other 8" waterlines that exist on the hospital site can serve the property with water. Various 8" sewer lines exist on site as well that can be used to service future developments.

7.

A. The proposed change to P-1 is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. The R-O and P-1 zones are vary similar in all of the requirements that are shown in the Fayetteville Development Code.
B. The zoning is needed at this time. By rezoning now we will be able to reflect the new zoning on the plat that will be filed for the current development so that all records will be up to date. Also when WRMC decides to develop the old trailer park site, this will make it easier for them to dramatically improve the aesthetics of the area.
C. This rezoning will cause no change in the traffic danger or congestion.
D. This rezoning will not alter the population density.

Research • Planning • Engineering • Management
4847 Kaylee Ave. • Suite B • Springdale, Arkansas 72762
Telephone: (479) 872-7115 • Fax: (479) 872-7118
E-mail: springdale@usieng.com

E. Since both properties are to be used for the same purpose they should be zoned the same as well. Under the current R-O zoning of the main hospital campus, a conditional use permit is required for any development that is done. By rezoning to P-1 we eliminate the need for the conditional use permit and thereby save time in the development process not only for WRMC but also for the City Staff.

If you have any questions, or require any additional information, please contact us at your convenience.

Sincerely,
USI-Arkansas, Inc.

Josh Beam, E.I.
Project Engineer

cc: Kyle McCann, Senior Vice-President,COO, WRMC

Enclosures

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8267

PLANNING DIVISION CORRESPONDENCE

TO: GIS
FROM: Jan Gambill, Senior Planning Clerk
DATE:
SUBJECT: Legal check for planning project

Project Name: RZN06-2140 WRMC
Parcel: 765-1573-102 + -15782-000
Return by: 6 9

Plat Page#: 211 + 250
Section: 26-27
Township: 17
Range: 30

Current Zoning: RO, C2
Proposed Zoning: P-1

Submittal: (1st) 2nd 3rd

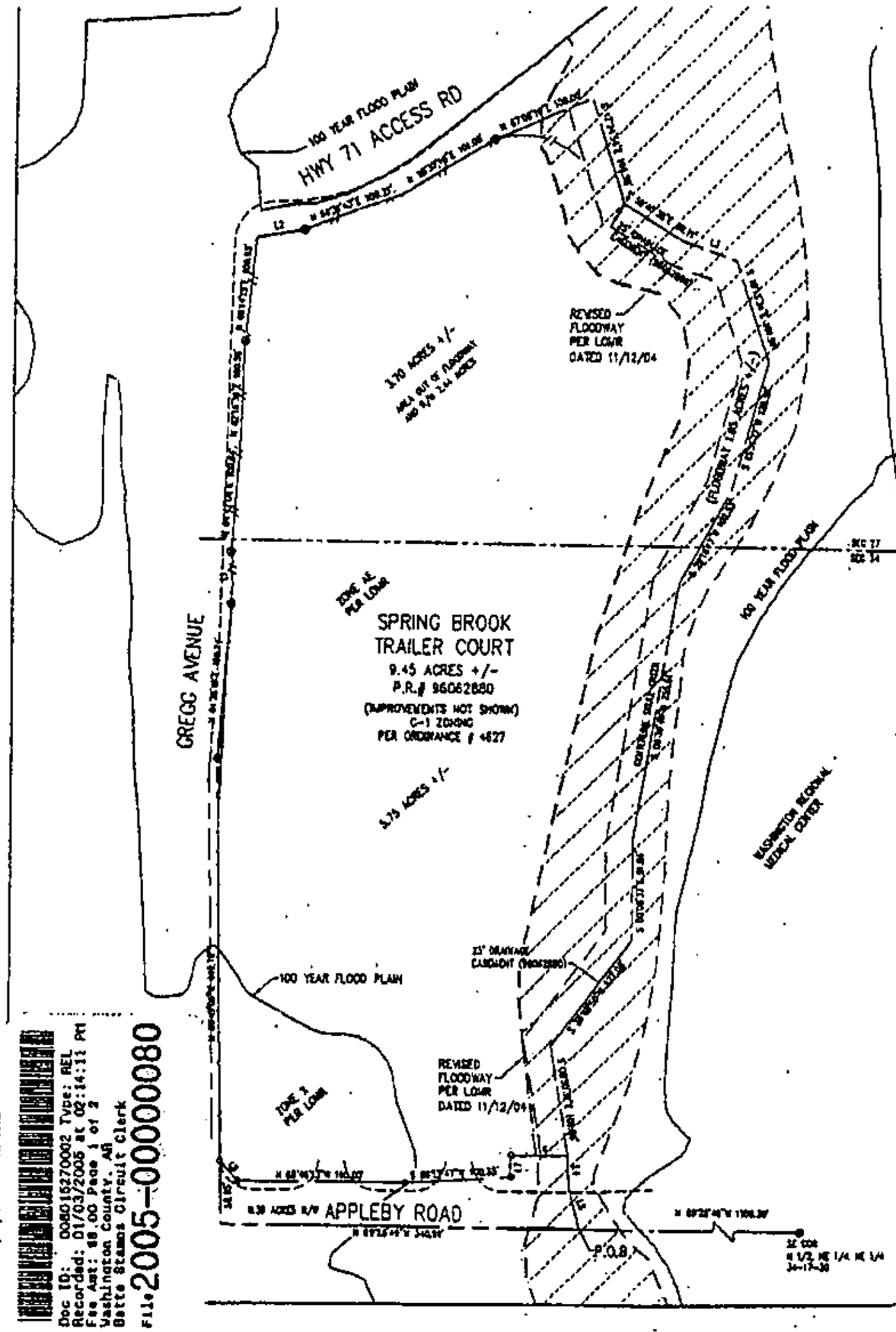
Closure error / comments: 61.48 ttl. A.

First: both descriptions close. Both descriptions reference the center of Skull creek, however, the deed calls describing the center are not the same and leave a gap. Since both reference skull creek I used the calls from the survey of file # 2005-00000080 as they appear to represent the creek best. Recommend an overall boundary description.

Has the applicant been contacted with requested revisions: YES NO

Checked by: TS

Date shape file was created: 6/13/2006



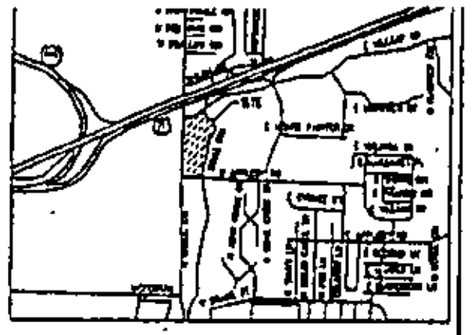
A PART OF THE N 1/2 OF THE NE 1/4 OF THE NE 3/4 AND A PART OF THE N 1/2 OF THE NW 1/4 OF THE NE 1/4 IN SECTION 34, T-17-N, R-30-W AND A PART OF THE NE 1/4 OF THE SE 1/4 AND A PART OF THE SW 1/4 OF THE SE 1/4 IN SECTION 27, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING BRASS CAP IN APPLEBY POND AT THE SOUTHEAST CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 34;
THENCE N88°22'48"W ALONG THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 34, 1109.38 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER OF SMALL CREEK;
THENCE N00°28'48"W 340.91 FEET TO THE EAST RIGHT-OF-WAY OF GREGG AVENUE;
THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING SIX COURSES:
THENCE S59°40'06"E 447.38 FEET;
THENCE N00°27'01"E 130.74 FEET;
THENCE N00°45'00"W 36.04 FEET;
THENCE N00°45'00"W 128.84 FEET;
THENCE N02°06'00"E 100.00 FEET;
THENCE N00°41'15"E 100.33 FEET ON THE SOUTH RIGHT-OF-WAY OF HIGHWAY 71 BYPASS;
THENCE ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING FOUR COURSES:
THENCE N89°46'27"E 46.38 FEET;
THENCE N89°31'45"E 100.21 FEET;
THENCE N88°37'10"E 101.00 FEET;
THENCE N87°09'10"E 106.80 FEET TO A POINT IN THE CENTER OF SMALL CREEK;
THENCE ALONG SAID CENTER OF CREEK THE FOLLOWING TWELVE COURSES:
THENCE S17°41'34"E 104.58 FEET;
THENCE S36°40'08"E 86.11 FEET;
THENCE S70°23'00"E 32.43 FEET;
THENCE S18°17'34"E 101.84 FEET;
THENCE S15°01'27"W 126.38 FEET;
THENCE S29°19'17"W 102.83 FEET;
THENCE S09°34'48"W 233.91 FEET;
THENCE S09°06'37"E 81.86 FEET;
THENCE S38°45'30"W 121.66 FEET;
THENCE S04°50'32"E 109.88 FEET TO THE NORTH RIGHT-OF-WAY OF APPLEBY ROAD;
THENCE CONTINUING ALONG SAID CENTER OF CREEK S07°57'41"E 27.68 FEET;
THENCE S17°38'04" E 42.76 FEET TO THE POINT OF BEGINNING, CONTAINING 9.45 ACRES, MORE OR LESS.
SUBJECT TO THAT PORTION CONTAINED WITHIN THE APPLEBY ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE THEREOF.

BEARING	DISTANCE
L1	50.04'
L2	46.38'
L3	12.47'
L4	27.68'
L5	42.76'
L6	34.41'
L7	28.18'
L8	14.93'

BASIS OF BEARING: PLAT RECORD # 96062880

RZ06-2140
First submittal: Okay
6/13/2006
TJ



VICINITY MAP
NTS

LEGEND

- FOUND IRON PIN
- SET IRON PIN
- FOUND BRASS CAP
- FOUND R/W MONUMENT
- PROPERTY LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CURB LINE
- EDGE ASPHALT
- WOOD PRIVACY FENCE
- CHAIN LINK FENCE
- EXISTING EASEMENT
- FLOODWAY LINE
- 100 YEAR FLOOD
- FLOODWAY HATCH

NOTES:

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, OR LOCATION OF ANY UTILITIES OR SERVICE LINES. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THIS PROPERTY IS IN FLOOD ZONE "A" OR "AE", AND IS INSIDE THE 500-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 0541C0205G, EFFECTIVE DATE JULY 21, 1999.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE OTHER MAPS(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

LAND SURVEYOR'S DECLARATION

I HEREBY DECLARE THAT ON THE 21 DAY OF Dec 2004 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS HERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAFTON, TULL & ASSOCIATES, INC.
BY ALVIN G. HARRIS (AGENT)

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 931
SIGNATURE
ALVIN G. HARRIS

500-17N-30W-0-34-100-72-0931
500-17N-30W-0-27-200-72-0931

© 2004 Crafton, Tull & Associates, Inc.

DATE	BY	DESCRIPTION

REVISIONS

BOUNDARY SURVEY
PT. SE/4, SE/4 SEC. 27 & PT. NE/4, NE/4, SEC. 34-17N-30W
Prepared For
COMMERCIAL COMPUTER SERVICES, INC.
WASHINGTON COUNTY, ARKANSAS

Crafton, Tull & Associates, Inc.
Architects, Engineers & Surveyors

DRAWN: SJ	DATE: 12/15/04	PROJECT NO. 041173-00
CHECKED:	SHEET NO.:	

Doc ID: 008015270002 Type: REL
Recorded: 01/03/2005 at 02:14:11 PM
Fee Amt: $8.00 Page 1 of 2
Washington County, AR
Betty Stamps Circuit Clerk
File 2005-00000080

Job Name: Boundary
Drawing Name: C:\041173-00\SUR\EP\041173-00.DWG (4453)
Xrefs Used:
Plot: 1:1Sign
Scale: 1=60
Date: 12/28/2004

C. 4
RZN 06-2140
Washington Regional
Medical Center
Page 21 of 26

Legal Description of Former Spring Brook Trailer Court

A part of the N ½ of the NE ¼ of the NE ¼ and a part of the N ½ of the NW ¼ of the NE ¼ in Section 34, T-17-N, R-30-W and a part of the SE ¼ of the SE ¼ and a part of the SW ¼ of the SE ¼ in Section 27, T-17-N, R-30-W, Washington County, Arkansas, being more particularly described as follows:

Commencing at an existing brass cap in Appleby Road at the southeast corner of the N ½ of the NE ¼ of the NE ¼ of said section 34, Thence N 89°28'49" W along the south line of the N ½ of the NE ¼ of the NE ¼ of said section 34, 1109.30 feet to the 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 Gregg Avenue;
Thence along said right of way the following six courses:
Thence N 00°49'06" W 447.78 feet;
Thence N 04°29'19" E 150.74 feet;
Thence N 00°45'08" W 50.04 feet;
Thence N 04°42'04" E 100.64 feet;
Thence N 02°16'39" E 100.58 feet;
Thence N 06°14'15" E 100.93 feet to the south right of way of Highway 71 Bypass;
Thence along said south right of way the following four courses:
Thence N 80°46'22" E 46.26 feet;
Thence N 69°31'43" E 100.21 feet;
Thence N 58°37'10" E 101.00 feet;
Thence N 67°09'10" E 100.00 feet to a point in the center of Skull Creek;
Thence south along said center of creek approximately 1185.81 feet back to the point of beginning, containing 9.45 acres, more or less.
Subject to that portion contained within the Appleby Road right of way along the south side thereof.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Applicant's Signature

Legal Description of WRMC Medical Campus

A part of the SE ¼ of the SE ¼ of Section 27, a part of the NE ¼ of the NE ¼ of Section 34, a part of the SW ¼ of the SW ¼ of Section 26, and a part of the NW ¼ of the NW ¼ of Section 35; all in Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a point on the north right-of-way for Appleby Road that is S 01°00'11" E 634.73 feet from the Northwest corner of said Section 35; thence along the right-of-way for Appleby Road S 89°26'53" W 525.83 feet; thence N 78° 34'00" W 201.61 feet; thence S 74°50'34" W 103.15 feet; thence N 80°39'33" W 50.7 feet; thence N 84°54'52" W 202.81 feet; thence S 89°05'00" W 48.1 feet to the centerline of a creek; thence leaving said Appleby Road right-of-way and following the centerline of said creek as follows: N 08°55'00" W 84.0 feet; thence N 30°30'50" E 101.3 feet, thence N 08°37'45" E 380.83 feet: thence N 19°50'50" E 229.40 feet; thence N 33°28'00" W 310.3 feet to the South right-of-way line for U.S. Highway 71B; thence along the South right-of-way line for U.S. Highway 71B as follows: N 44°06'00" E 101.55 feet; thence N 49°22'00" E 104.26 feet; thence N 52°54'00" E 154.2 feet; thence N 63°39'30" E 149.8 feet; thence N 81°16'20" E 207.7 feet; thence S 82°52'00" E 57.0 feet; thence S 83°59'30" E 1.40 feet; thence N 69°53'40" E 350.57 feet; thence N 65°52'30" E 95.41 feet to the beginning of a curve, thence along a curve to the right having a radius of 30.0 feet, a central angle of 90°00'00" and an arc length of 47.12 feet (chord = S 69°07'30" E 42.43 feet) to point on the west right-of-way line for North Hills Boulevard, thence along said right-of-way S 24°07'30" E 115.38; thence along a curve to the right having a radius of 950.0 feet, a central angel of 28°00'48" and an arc length of 464.48 feet (chord = S 10°07'06" E 459.87 feet); thence along a curve to the left having a radius of 455.0 feet, a central angle of 30°47'08" and an arc length of 243.16 feet (chord = S 21°54'49" E 240.27 feet); thence leaving the west right-of-way line for North Hills Boulevard, N 89°28'20" E 660.17 feet; thence S 00°54'04" E 517.99 feet; thence N 89°28'20" E 420.40 feet; thence S 01°02'11" E 204.35 feet to the North right-of-way for Appleby Road thence along the right-of way for Appleby Road S 88°53'22" W 178.00 feet; thence N 01°06'38" W 10.00 feet; thence S 88°53'22" W 40.00 feet; thence S 01°06'38" E 15.00 feet; thence S 88° 53'22" W 562.80 feet; thence N 01°06'38" W 10.00 feet; thence S 88°53'22" W 20.00 feet; thence S 01°06'38" E 10.00 feet; thence S 88°53'22" W 514.95 feet to the Point of Beginning, containing 52.03 acres, more or less, as described on the Easement Plat for Washington Regional Medical Center 6/5/01.

First submittal: okay
RZN06-2140
6/13/2006
TS

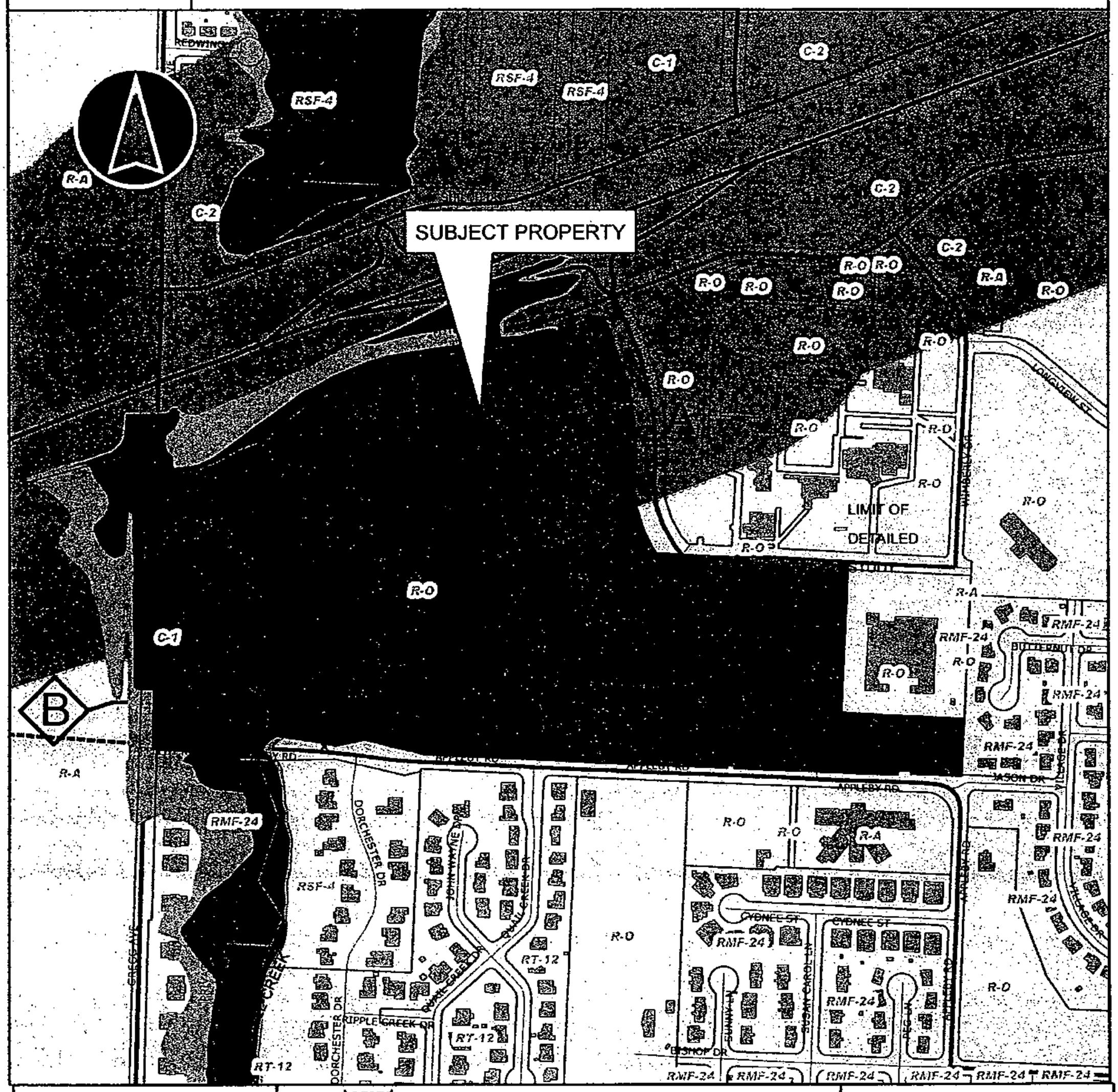
EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Applicant's Signature

RZN06-2140

WRMC

Close Up View



Overview

Legend

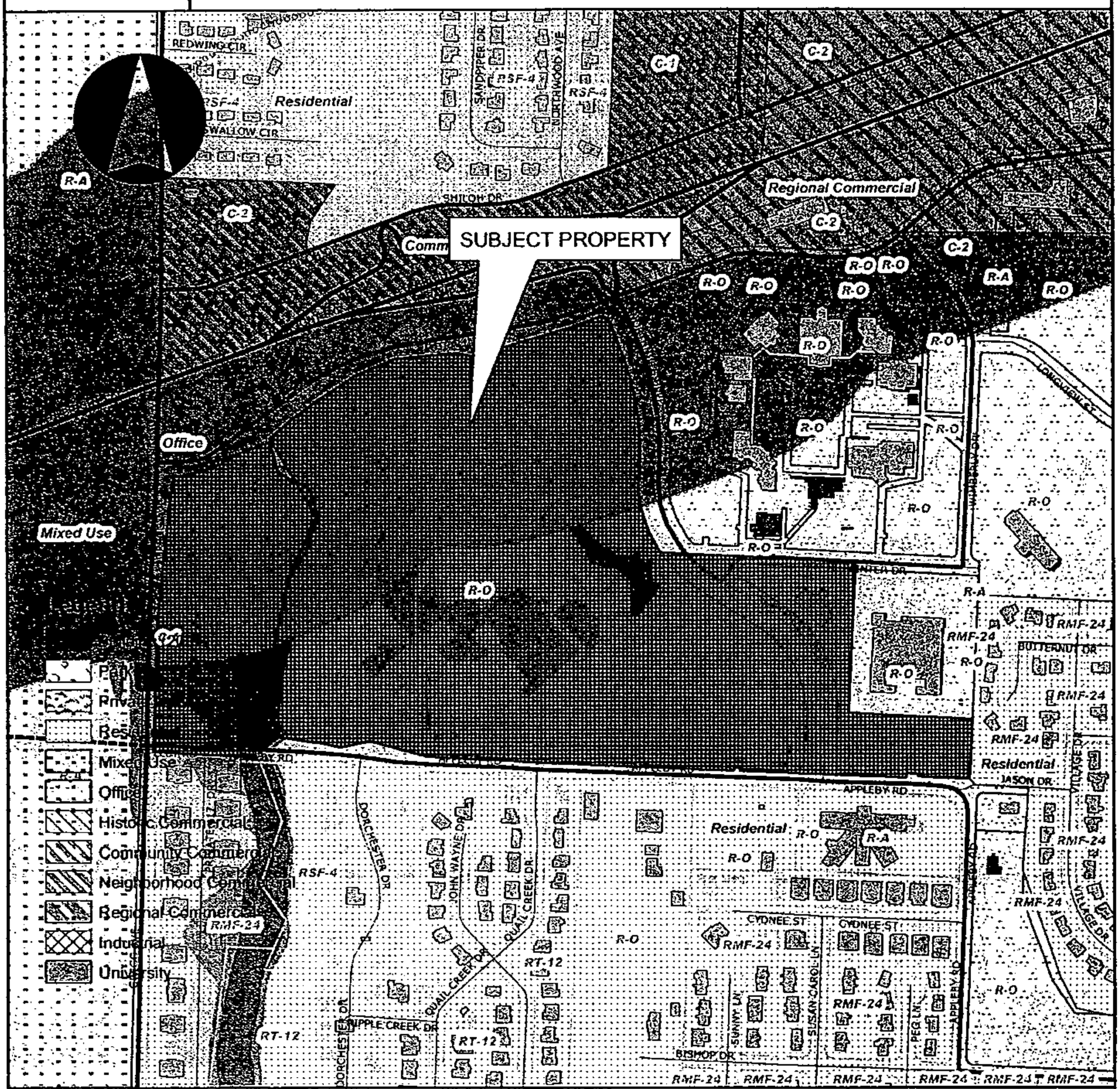
- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- RZN06-2140
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District

0 200 400 800 1,200 1,600 Feet

RZN06-2140

WRMC

Future Land Use



Overview

Legend

Subject Property

RZN06-2140

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

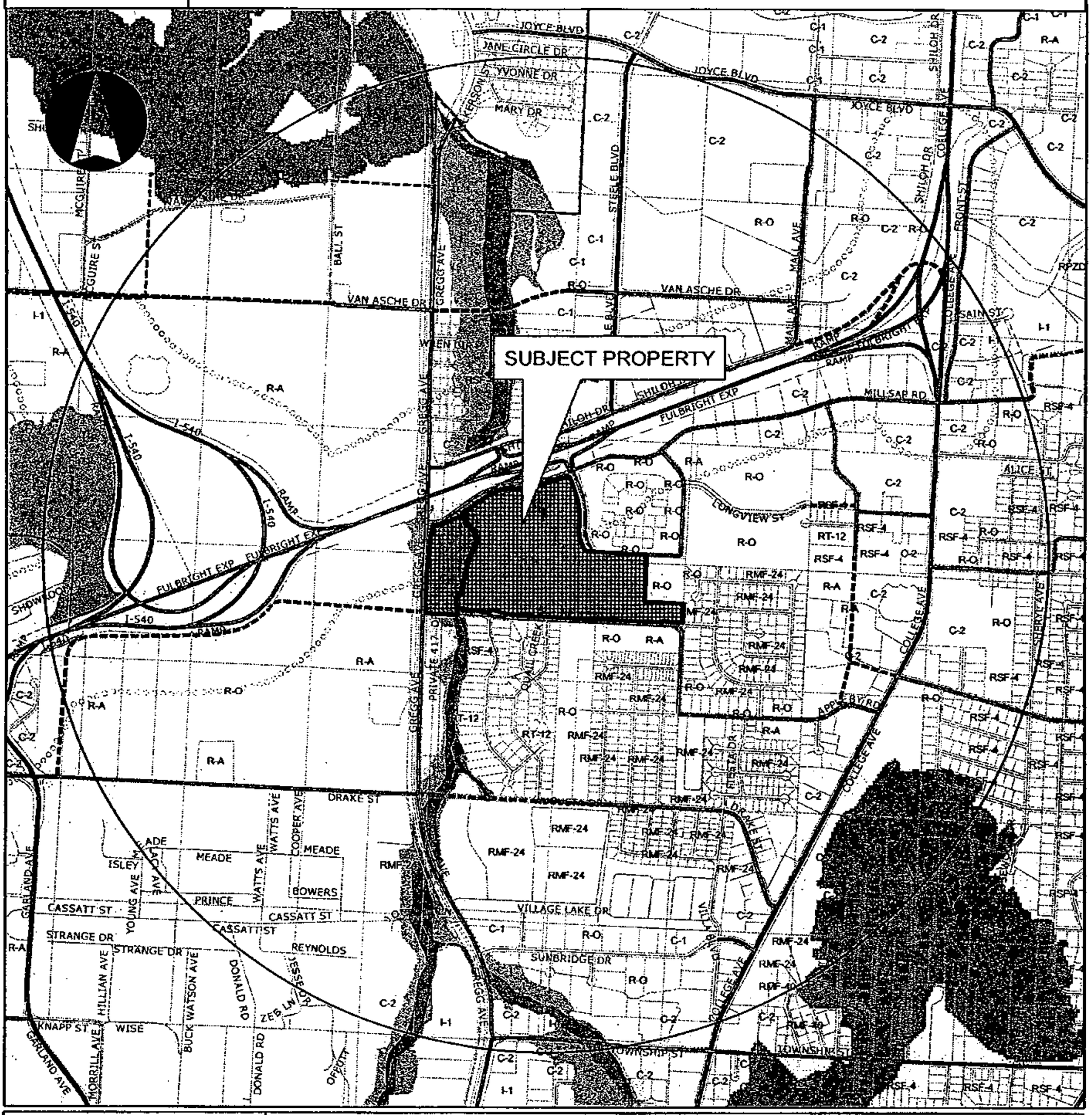
Legend

0 200 400 800 1,200 1,600 Feet

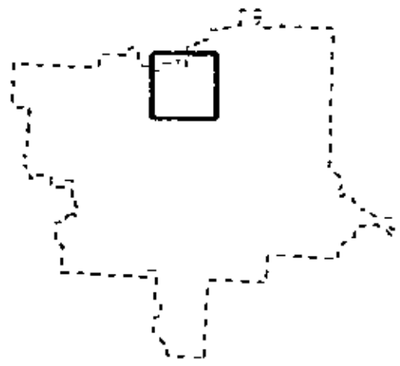
RZN06-2140

One Mile View

WRMC



Overview



Legend

Subject Property

RZN06-2140

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

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

1-Aug-06
City Council Meeting Date

Jeremy Pate	Planning	Operations
Submitted By	Division	Department

Action Required:

VAC 06-2139: (WRMC, 211/212): Submitted by USI-Arkansas, Inc. for property located at 3215 N. Northhills Boulevard. The property is zoned R-O, Residential Office, and contains approximately 52.03 acres. The request is to vacate portions of right-of-way and several utility easements within the subject property.

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

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — 7.14.06 Date

City Attorney — 7-14-06

Finance and Internal Service Director — 7/17/06 Date

Mayor — 7/17/06 Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Received in City Clerk's Office ENTERED 7/17/06

Received in Mayor's Office ENTERED 7/17/06

Comments:

City Council Meeting of August 01, 2006
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: July 14, 2006

Subject: Easement Vacation for Washington Regional Medical Center (VAC 06-2139)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating the utility easements filed for record on easement plats filed in 2000, 2001 and 2003 for Washington Regional Medical Center, as well as a portion of Northhills Boulevard right-of-way.

BACKGROUND

The subject property contains 52.03 acres, delineated by Appleby Road to the south, Futrall Road to the north and Northhills Boulevard to the south. The property is zoned R-O and developed for Washington Regional Medical Center. Numerous easement and rights-of-way dedications have occurred on this property. Easement plats have been filed in 2000, 2001 and 2003, respectively. The Planning Commission recently approved significant building additions; several of the approved structures were proposed atop of existing utilities and easements. Therefore, the large scale development was approved with the condition that easements be vacated prior to issuance of a permit, and a new easement plat be prepared and filed dedicating any additional or amended utility easements.

The applicant requested the vacation of portions of easements on the subject property. Because several conflicting easement plats in previous years have been filed, staff recommends the following vacations:

1. Vacate all utility easements on the 2000 Easement Plat (Book 16, Page 72).
2. Vacate all utility easements on the 2001 Easement Plat (Book 17, Page 96).
3. Vacate all utility easements on the 2003 Easement Plat (Book 23A, Page 47).
4. Vacate a portion of the Northhills Boulevard right-of-way that was dedicated across the existing box culvert west of the street. The applicant shall dedicate drainage/utility easement in place of the right-of-way.

The applicant shall file a new easement plat to replace all necessary easements to serve all utility company and city services. Neither the utility representatives nor the city service representatives had any objections to the requested vacations.

DISCUSSION

Notification was provided to all appropriate utility representatives and to the City. This item was heard on consent at the regular Planning Commission on July 10, 2006. The Planning Commission voted 8-0-0 to recommend this vacation request to the City Council. Staff finds the modified request to be a better way to facilitate additional easement dedications.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 06-2139 SUBMITTED BY WASHINGTON REGIONAL MEDICAL CENTER FOR PROPERTY LOCATED NORTH OF APPLEBY ROAD AND WEST OF NORTHHILLS BOULEVARD, VACATING ALL UTILITY EASEMENTS REFLECTED ON EASEMENT PLATS FILED FOR RECORD ON APRIL 10, 2000 (BOOK 16, PAGE 72), NOVEMBER 29, 2001 (BOOK 17, PAGE 96) AND JUNE 03, 2003 (BOOK 23A, PAGE 47) AND VACATING A PORTION OF NORTHHILLS BOULEVARD RIGHT-OF-WAY AS DESCRIBED ON EXHIBIT "A".

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 portions of the platted utility easements and portion of city right-of-way are not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates all easements as described and depicted on the 2000 Washington Regional Medical Center Easement Plat filed for record on April 10, 2000 (Book 16, Page 72).

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby vacates all easements as described and depicted on the 2001 Washington Regional Medical Center Easement Plat filed for record on November 29, 2001 (Book 17, Page 96).

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby vacates all easements as described and depicted on the 2003 Washington Regional Medical Center Easement Plat filed for record on June 03, 2003 (Book 23A, Page 47).

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby vacates a portion of Northhills Boulevard right-of-way as described on Exhibit "A" and attached hereto.

Section 5: That a copy of this Ordinance duly certified by the City Clerk along with an easement plat approved by the City of Fayetteville to replace all necessary and required easements for all utility company and city services shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

DRAFT

Section 6: That this vacation approval is subject to all conditions of approval listed in the Planning Commission staff report and shall not be in effect until all conditions are met therein.

PASSED and **APPROVED** this__day of____, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:
By: _____
SONDRA SMITH, City Clerk

DRAFT

EXHIBIT "A"
VAC 06-2139

RIGHT-OF-WAY TO BE VACATED:

A PART OF THE NW ¼ OF THE NW ¼ OF SECTION 35, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER OF SAID SECTION 35, RUN S 01°00'11" E 362.02 FEET; THENCE EAST 709.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 79°28'52" E 37.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET AND AN ARC LENGTH OF 31.50 FEET (CHORD = S 07°38'47" E 31.49 FEET); THENCE N 79°28'52" W 36.39 FEET; THENCE N 09°45'11" W 31.88 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS, AS SHOWN ON THE EASEMENT PLAT FOR WASHINGTON REGIONAL MEDICAL CENTER 6/5/01.

DRAFT

PC Meeting of July 10, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Suzanne Morgan, Current Planner
	Matt Casey, Assistant City Engineer
THRU:	Jeremy Pate, Director of Current Planning
DATE:	July 5, 2006 ***Revised July 14, 2006***

VAC 06-2139: (WRMC, 211/212): Submitted by USI-ARKANSAS, INC. for property located at 3215 NORTH HILLS BLVD. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 52.03 acres. The request is to vacate a portion of right-of-way and parts of several utility easements within the subject property.

Planner: Suzanne Morgan

Findings:

Property Description and Background: The subject property contains 52.03 acres, delineated by Appleby Rd to the south, Futrall Road to the north and North Hills Blvd to the south. The property is zoned R-O and developed for Washington Region Medical Center. Numerous easement and right-of-way dedications have occurred on this property. Easement plats have been filed in 2000, 2001 and 2003 for the property. The Planning Commission recently approved significant building additions to the property. Several of the approved structures were proposed atop of existing utilities and easements; therefore, the large scale development was approved with the condition that the easements be vacated prior to issuance of a permit.

Request: The applicant requests the following vacations:

1. Vacate all utility easements on the 2000 Easement Plat (Book 16, Page 72).
2. Vacate all utility easements on the 2001 Easement Plat (Book 17, Page 96).
3. Vacate all utility easements on the 2003 Easement Plat (Book 23A, Page 47).
4. Vacate a portion of the Northhills Boulevard right-of-way that was dedicated across the existing box culvert west of the street. The applicant shall dedicate drainage/utility easement in place of the right-of-way.

The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

UTILITIES	**RESPONSE**
Ozarks Electric	No Objections
Cox Communications	No Objections provided that the existing facilities are relocated.
Southwestern Electric Power Company	No Objections provided that the existing facilities are relocated.
Arkansas Western Gas	No Objections. Easements will be retained for any existing facilities within the vacated area.
Southwestern Bell Telephone	No Objections provided that new easements are dedicated .

CITY OF FAYETTEVILLE:	**RESPONSE**
Water/Sewer	No objections.
Transportation	No Objections
Solid Waste	No Objections
Engineering	No Objections provided that an easement is dedicated in place of the right-of-way to be vacated.

Public Comment: Staff has not received any written or verbal public comment against the requested vacations.

Recommendation: Staff finds that this new easement would provide adequate easement for the relocation of existing utilities. All of the utility companies have approved the easement vacation. Staff recommends approval of the proposed right-of-way and utility easement vacations associated with **VAC 06-2139** with the following conditions:

Conditions of Approval:

1. The vacated right-of-way shall be replaced with a drainage/utility easement, to be dedicated by a filed easement plat.

2. Additional easements shall be recorded in which utilities may be relocated from the abandoned easements.

3. The legal descriptions shall be approved by the GIS Division prior to City Council consideration.

4. Any relocation of existing utilities shall be at the owner/developer's expense.

PLANNING COMMISSION ACTION: **__yes__Required**
Recommendation to be: **__✓__Approved (on Consent) __Denied**

Motion: Clark
Second: Lack
Vote: 8-0-0
Date: July 10, 2006

Comments:_____

The "CONDITIONS OF APPROVAL", as stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
By

_____
Title

_____
Date

PETITION TO VACATE A RIGHT-OF-WAY AND EASEMENTS LOCATED IN CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the right-of-way and easements hereinafter sought to be abandoned and vacated, lying in the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a right-of-way and easements which is described as follows:

> All easements that are shown on the easement plat for Washington Regional Medical Center dated 03/22/2000 and filed at the Washington County Courthouse, Book 16, Page 72, and all easements and right of way described in Exhibit A.

That the abutting real estate affected by said abandonment of the alley are City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described right-of-way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 6 day of July, 20 06.

Kyle L. McCann
printed name

signature

printed name

signature

Exhibit A

LEGAL DESCRIPTION OF TOTAL PROPERTY

A part of the SE ¼ of the SE ¼ of Section 27, a part of the NE ¼ of the NE ¼ of Section 34, a part of the SW ¼ of the SW ¼ of Section 26, and a part of the NW ¼ of the NW ¼ of Section 35; all in Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a point on the north right-of-way for Appleby Road that is S 01°00'11" E 634.73 feet from the Northwest corner of said Section 35; thence along the right-of-way for Appleby Road S 89°26'53" W 525.83 feet; thence N 78° 34'00" W 201.61 feet; thence S 74°50'34" W 103.15 feet; thence N 80°39'33" W 50.7 feet; thence N 84°54'52" W 202.81 feet; thence S 89°05'00" W 48.1 feet to the centerline of a creek; thence leaving said Appleby Road right-of-way and following the centerline of said creek as follows: N 08°55'00" W 84.0 feet; thence N 30°30'50" E 101.3 feet, thence N 08°37'45" E 380.83 feet: thence N 19°50'50" E 229.40 feet; thence N 33°28'00" W 310.3 feet to the South right-of-way line for U.S. Highway 71B; thence along the South right-of-way line for U.S. Highway 71B as follows: N 44°06'00" E 101.55 feet; thence N 49°22'00" E 104.26 feet; thence N 52°54'00" E 154.2 feet; thence N 63°39'30" E 149.8 feet; thence N 81°16'20" E 207.7 feet; thence S 82°52'00" E 57.0 feet; thence S 83°59'30" E 1.40 feet; thence N 69°53'40" E 350.57 feet; thence N 65°52'30" E 95.41 feet to the beginning of a curve, thence along a curve to the right having a radius of 30.0 feet, a central angle of 90°00'00" and an arc length of 47.12 feet (chord = S 69°07'30" E 42.43 feet) to point on the west right-of-way line for North Hills Boulevard, thence along said right-of-way S 24°07'30" E 115.38; thence along a curve to the right having a radius of 950.0 feet, a central angel of 28°00'48" and an arc length of 464.48 feet (chord = S 10°07'06" E 459.87 feet); thence along a curve to the left having a radius of 455.0 feet, a central angle of 30°47'08" and an arc length of 243.16 feet (chord = S 21°54'49" E 240.27 feet); thence leaving the west right-of-way line for North Hills Boulevard, N 89°28'20" E 660.17 feet; thence S 00°54'04" E 517.99 feet; thence N 89°28'20" E 420.40 feet; thence S 01°02'11" E 204.35 feet to the North right-of-way for Appleby Road thence along the right-of way for Appleby Road S 88°53'22" W 178.00 feet; thence N 01°06'38" W 10.00 feet; thence S 88°53'22" W 40.00 feet; thence S 01°06'38" E 15.00 feet; thence S 88° 53'22" W 562.80 feet; thence N 01°06'38" W 10.00 feet; thence S 88°53'22" W 20.00 feet; thence S 01°06'38" E 10.00 feet; thence S 88°53'22" W 514.95 feet to the Point of Beginning, containing 52.03 acres, more or less, as described on the Easement Plat for Washington Regional Medical Center 6/5/01.

UTILITY EASEMENT TO BE VACATED

Beginning at the Southwest Corner of the above-described property, thence N 08°55'00" W 71.46 feet to the true point of beginning; thence East 302.09 feet;

thence N 00°32'44" E 190.04 feet; thence N 14°42'59" E 180.50 feet; thence S 78°44'26" E 20.20 feet; thence S 14°42'59" W 179.11 feet; thence S 00°32'44" W 60.05 feet; thence East 59.74 feet; thence South 39.18 feet; thence East 5.00 feet; thence South 15.96 feet; thence West 65.44 feet; thence S 00°32'44" W 72.16 feet; thence East 65.15 feet; thence S 67°19'19" E 113.00 feet; thence S 82°10'17" E 101.59 feet; thence S89°58'56" W 119.49 feet; thence N 67°19'19" W 57.26 feet; thence S 01°16'53" W 22.06 feet; thence S 89°58'56" W 19.82 feet; thence N 01°16'53" E 30.34 feet; thence N 67°19'19" W 18.18 feet; thence West 61.33 feet; thence S 00°32'44" W 37.32 feet; thence West 20.00 feet; thence N 00°32'44" E 37.32 feet; thence West 298.76 feet; thence N 08°55'00" W 20.24 feet to the true point of beginning, containing 0.52 acres, more or less, as shown on the Easement Plat for Washington Regional Medical Center 6/5/01.

Also,

Beginning at the Southwest Corner of the above-described property, thence N 89°05'00" E 48.1 feet; thence S 84°54'52" E 107.33' to the true Point of Beginning; thence N 27°35'23" E 215.18 feet; thence N 06°26'55" E 95.60 feet; thence N 52°10'24" E 195.19 feet; thence S 45°00'00" E 42.30 feet; thence S 45°00'00" W 40.00 feet; thence S 54°56'42" W 143.85 feet; thence S 06°26'55" W 86.27 feet; thence S 27°35'23" W 206.07 feet; thence N 84°54'52" W 43.47 feet to the true Point of Beginning, containing 0.47 acres, more or less, as shown on the Easement Plat for Washington Regional Medical Center 6/5/01.

Also,

Beginning at the Northeast Corner of the Northeast Quarter of Section 34, thence following the easterly section line of said Section 34 S 01°00'11" E 421.53 feet; thence West 636.95 feet to the True Point of Beginning; thence S 47°23'32" W 20.00 feet; thence N 42°36'28" W 40.10 feet; thence N 44°59'39" E 20.02 feet; thence S 42°36'28" E 40.94 feet to the true Point of Beginning, containing 0.02 acres, more or less, as shown on the Easement Plat for Washington Regional Medical Center 6/5/01.

Also,

Beginning at the Northeast Corner of the Northeast Quarter of Section 34, thence following the easterly section line of said Section 34 S 01°00'11" E 361.92 feet; thence West 690.73 feet to the True Point of Beginning; thence S 44°59'39" W 19.83 feet; thence N 42°36'28" W 86.06 feet; thence N 03°54'49" E 3.74 feet; thence N 54°56'42" E 25.49 feet; thence S 03°54'49" W 11.26 feet; thence S 42°36'28" E 76.63 feet to the true Point of Beginning, containing 0.04 acres, more or less, as shown on the Easement Plat for Washington Regional Medical Center 6/5/01.

Also,

Beginning at the Northeast Corner of the Northeast Quarter of Section 34, thence following the easterly section line of said Section 34 S 01°00'11" E 367.97 feet; thence West 266.06 feet to the True Point of Beginning; thence S 45°00'00" W 20.04 feet; thence N 41°15'23" W 70.46 feet; thence N 48°44'37" E 20.00 feet; thence S 41°15'23" E 69.15 feet to the true Point of Beginning, containing 0.03 acres, more or less, as shown on the Easement Plat for Washington Regional Medical Center 6/5/01.

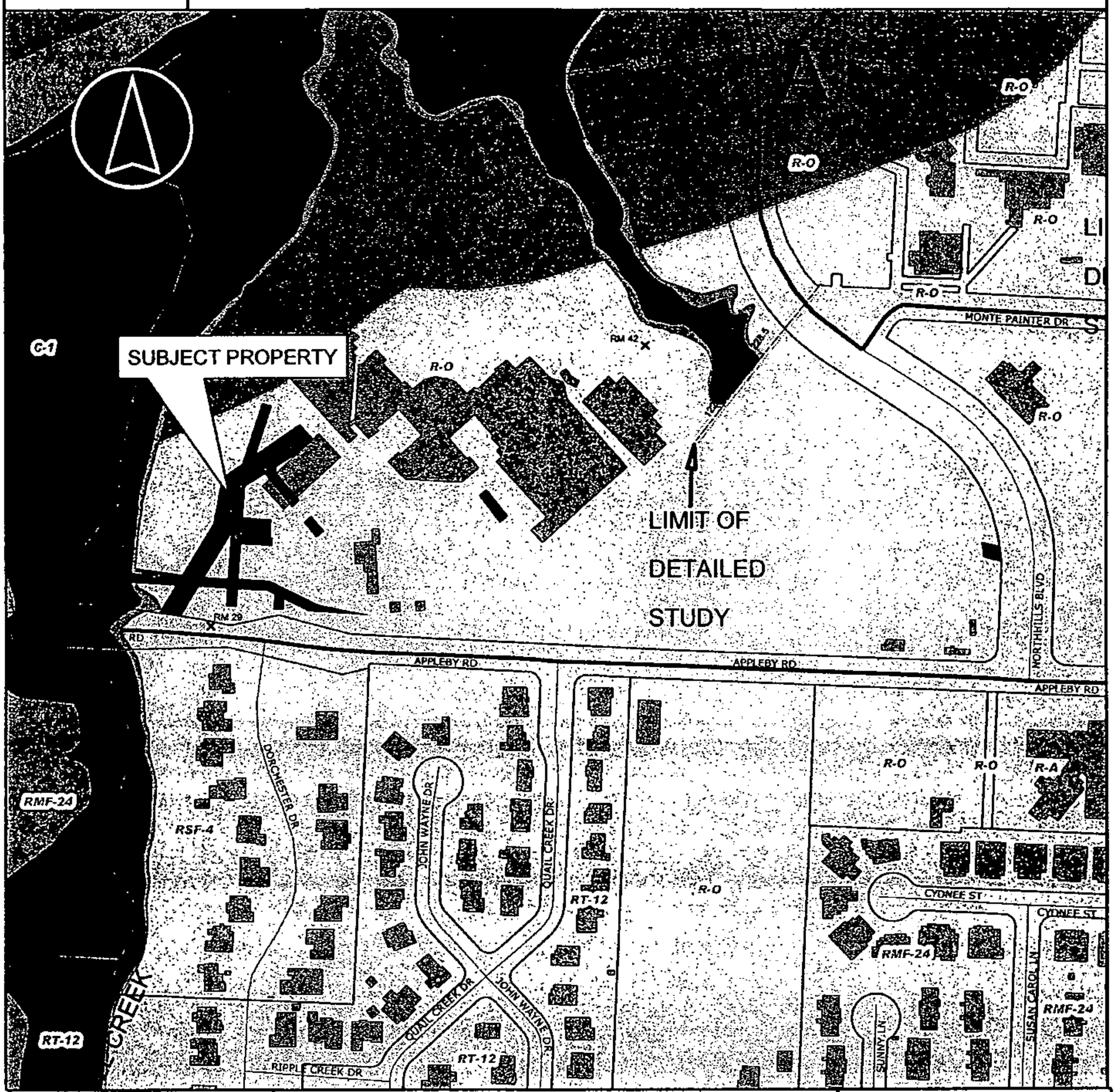
RIGHT-OF-WAY TO BE VACATED

A part of the NW ¼ of the NW ¼ of Section 35, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:
From the Northwest corner of said section 35, run S 01°00'11" E 362.02 feet; thence East 709.09 feet to the true POINT OF BEGINNING; thence S 79°28'52" E 37.62 feet; thence along a curve to the right having a radius of 340.00 feet and an arc length of 31.50 feet (chord = S 07°38'47" E 31.49 feet); thence N 79°28'52" W 36.39 feet; thence N 09°45'11" W 31.88 feet to the POINT OF BEGINNING, containing 0.03 acres, more or less, as shown on the Easement Plat for Washington Regional Medical Center 6/5/01.

VAC06-2139

Close Up View

WRMC



Overview

Legend

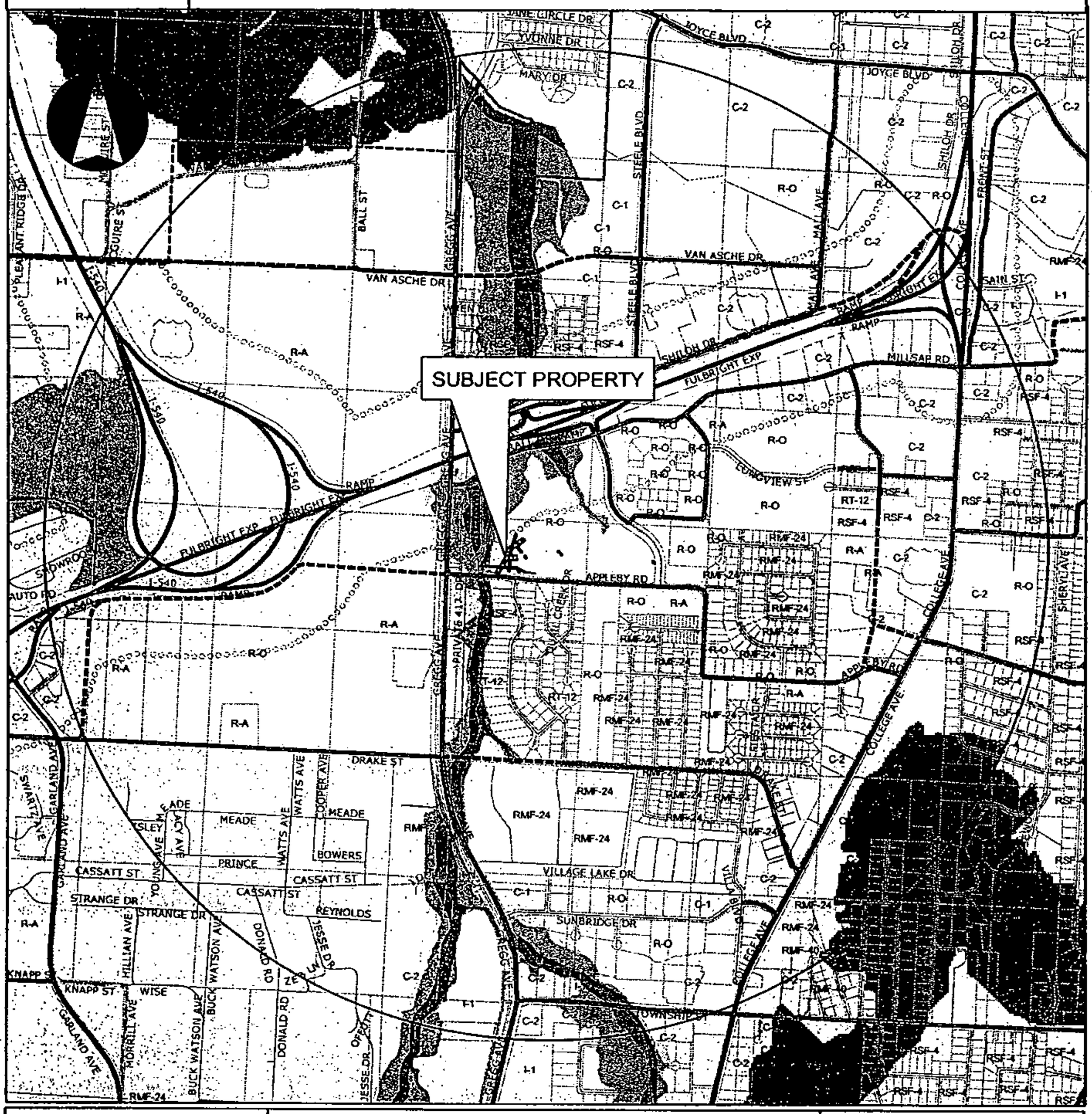
- Overlay District
- FLOODWAY
- 500 YEAR
- 100 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- VAC06-2139
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District

0 125 250 500 750 1,000 Feet

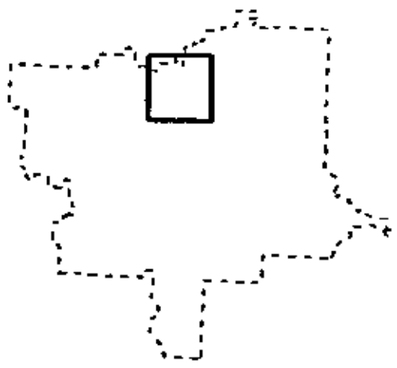
VAC06-2139

One Mile View

WRMC



Overview



Legend

Subject Property

VAC06-2139

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

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

1-Aug-06
City Council Meeting Date

Jeremy Pate	Planning	Operations
Submitted By	Division	Department

Action Required:

VAC 06-2138: (Corral, 410): Submitted by Alan Reid for property located at 1182 Summersby Drive. The property is zoned RSF-4, Residential Single-Family, 4 units per acre. The request is to vacate a portion of a utility easement located within the subject property.

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

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — Date 7.14.06

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

City Attorney

Finance and Internal Service Director — Date 7/14/06

Received in City Clerk's Office ENTERED 7/14/06

Received in Mayor's Office ENTERED 7/14/06

Mayor — Date 7/14/06

Comments:

City Council Meeting of August 1 2006
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: July 12, 2006

Subject: Easement Vacation for Corral (VAC 06-2138)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating a portion of a 25' general utility easement located within the residential lot at 1182 Summersby Drive.

BACKGROUND

The subject property is a small portion (39 square feet) of an existing 25-foot utility easement traversing east-west along the southern property line of a single-family lot located at 1182 Summersby Drive. This property is identified as Lot 46 in the Summersby Subdivision. A roof overhang on the southern side of the house encroaches into the utility easement. This portion of the easement is not being used by any utility providers. This item was heard at the July 5, 2006 Board of Adjustment meeting for a variance request to allow for the overhang in the building setback. The variance request was unanimously approved.

The overall 25' easement was originally platted on this developed property for general utility use. Utility representatives have no objections to the requested vacation.

The request is to vacate approximately 39 square feet of the existing utility easement.

DISCUSSION

Notification was provided to all appropriate utility representatives and to the City. This item was heard on consent at the regular Planning Commission on July 10, 2006. The Planning Commission voted 8-0-0 to recommend this vacation request to the City Council.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 06-2138 SUBMITTED BY ALAN REID FOR PROPERTY LOCATED AT 1182 SUMMERSBY, VACATING A 39 SQUARE FOOT PORTION OF THE UTILITY EASEMENT LOCATED WITHIN THE SUBJECT PROPERTY.

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 portion of the platted utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility easement:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the conditions of approval listed in the staff report and Planning Commission recommendations for the City of Fayetteville, and shall not be in effect until all conditions are met therein.

PASSED and **APPROVED** this__day of____, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:
By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
VAC 06-2138

A PART OF LOT NUMBERED FORTY-SIX (46), SUMMERSBY SUBDIVISION, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FORTY-SIX (46), SAID POINT BEING AN EXISTING IRON REBAR; THENCE N33 DEGREES 53'59"E 25.00 FEET ALONG THE EAST LINE OF SAID LOT FORTY-SIX (46) TO THE BUILDING SETBACK LINE; THENCE LEAVING THE EAST LINE OF SAID LOT FORTY-SIX (46), N56 DEGREES 06'01"W 22.89 FEET ALONG SAID SETBACK LINE TO A POINT ON THE EXISTING ROOF OVERHANG FOR THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SETBACK LINE S34 DEGREES 03'56"W ALONG SAID ROOF OVERHANG 1.51 FEET TO THE CORNER OF SAID ROOF OVERHANG; THENCE N55□57'07"W ALONG SAID ROOF OVERHANG 26.36 FEET TO THE CORNER OF SAID ROOF OVERHANG; THENCE N34 DEGREES 03'56"E ALONG SAID ROOF OVERHANG 1.44 FEET TO A POINT ON SAID BUILDING SETBACK LINE; THENCE S56 DEGREES 06'01"E 26.36 FEET TO THE POINT OF BEGINNING, CONTAINING 39 SQUARE FEET, MORE OR LESS.

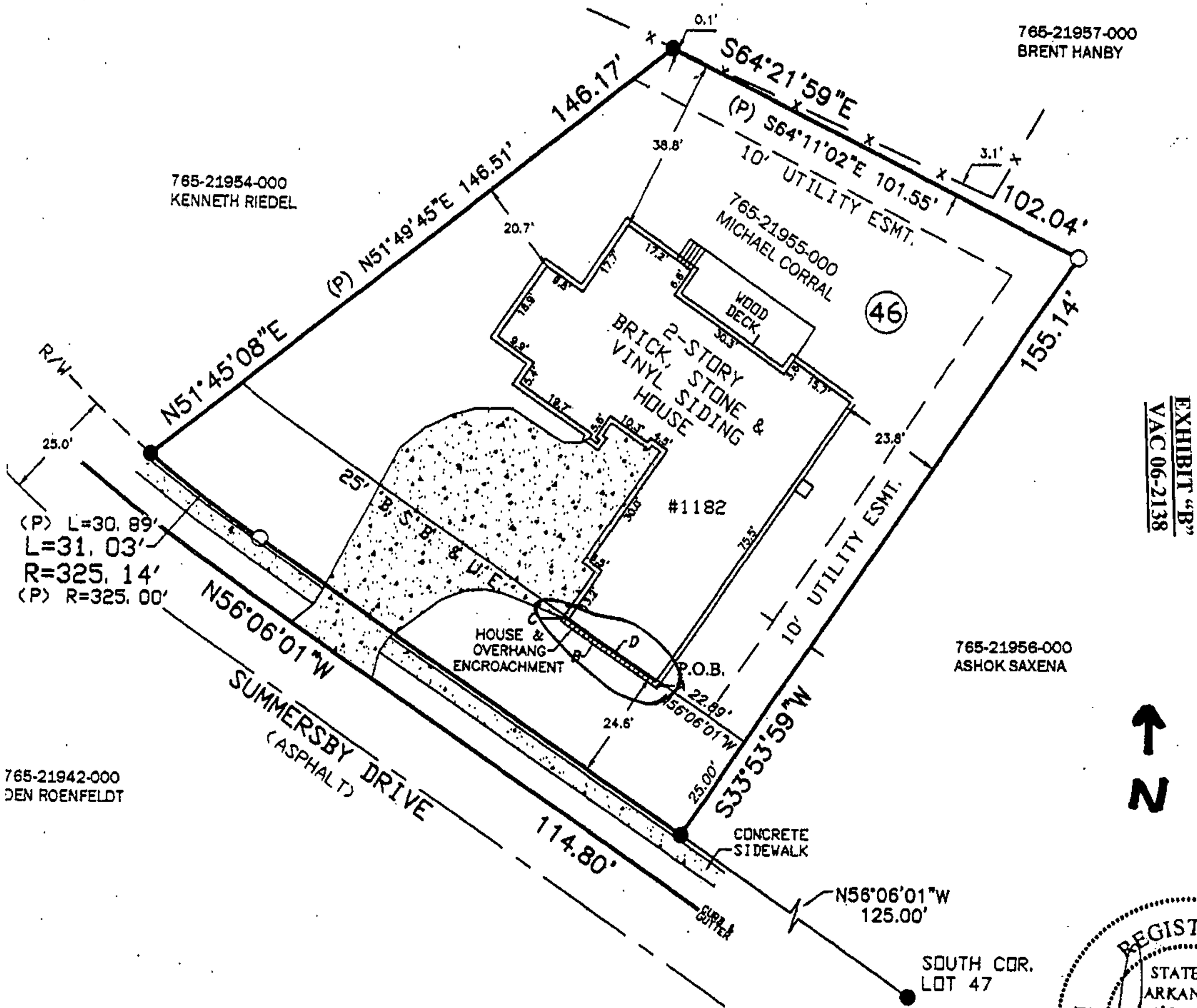


EXHIBIT "B"
VAC 06-2138

SURVEY DESCRIPTION
LOT NUMBERED FORTY-S
ARKANSAS, AS PER PLAT
OFFICIO RECORDER OF W.

DESCRIPTION OF BUILD
A PART OF LOT NUMBERE
FAYETTEVILLE, ARKANSA
CLERK AND EX-OFFICIO R
BEING MORE PARTICULAR
SOUTHEAST CORNER OF S
EXISTING IRON REBAR; TH
SAID LOT FORTY-SIX (46) T
THE EAST LINE OF SAID LO
SETBACK LINE TO A POINT
POINT OF BEGINNING; THE
SAID ROOF OVERHANG 1.5
THENCE N55°57'07"W ALO
OF SAID ROOF OVERHANG,
1.44 FEET TO A POINT ON S
26.36 FEET TO THE POINT O
LESS.

REGISTERED
STATE OF ARKANSAS
NO. 1005

DRAW
JCC

Fayetteville
ARKANSAS

PC Meeting of July 10, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Andrew Garner, Senior Planner
	Matt Casey, Assistant City Engineer
THRU:	Jeremy Pate, Director of Current Planning
DATE:	July 5, 2006 *Updated July 11, 2006*

VAC 06-2138: (CORRAL, 410): Submitted by ALAN REID for property located at 1182 SUMMERSBY DRIVE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 0.37 acres. The request is to vacate a 39 square foot portion of a utility easement.

Property Owner: MICHAEL CORRAL Planner: ANDREW GARNER

Findings:

Property Description and Background: The subject property is a small portion (39 square feet) of an existing 25-foot utility easement traversing east-west along the southern property line of a single-family lot located at 1182 Summersby Drive. This property is identified as Lot 46 in the Summersby Subdivision. This portion of the easement is not being used by any utility providers. This item is also on the July 5, 2006 Board of Adjustment agenda for a variance request to allow for the overhang in the building setback.

Request: The applicant's request is to vacate the 39 square foot portion of the utility easement in order to accommodate a roof overhang of the recently constructed home. The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

UTILITIES	RESPONSE
Cox Communications	No Objections
Southwestern Electric Power Company	No Objections
Arkansas Western Gas	No Objections
Southwestern Bell Telephone	No Objections

CITY OF FAYETTEVILLE:	RESPONSE
Water/Sewer	No objections
Engineering	No Objections

Public Comment: Staff has not received public opposition to this vacation request. Five adjacent property owners responded that they do not object to the vacation request.

Recommendation: Staff recommends approval of the proposed utility easement vacation **VAC 06-2138** with the following condition:

Conditions of Approval:

1. Any relocation of existing utilities shall be at the owner/developer's expense.

PLANNING COMMISSION ACTION: __yes__ **Required**
Recommendation to be: __X__ **Approved** _____ **Denied**
Motion: Clark
Second: Lack
Vote: 8-0-0 (Approved on consent agenda)
Date: July 10, 2006
Comments:_____

The "CONDITIONS OF APPROVAL", as stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
By

_____
Title

_____
Date

ARA

Alan Reid
& ASSOCIATES
PROFESSIONAL
LAND
SURVEYORS
BOUNDARY
TOPO
GPS

Date: May 31, 2006

To: City of Fayetteville Planning
Fayetteville, Arkansas

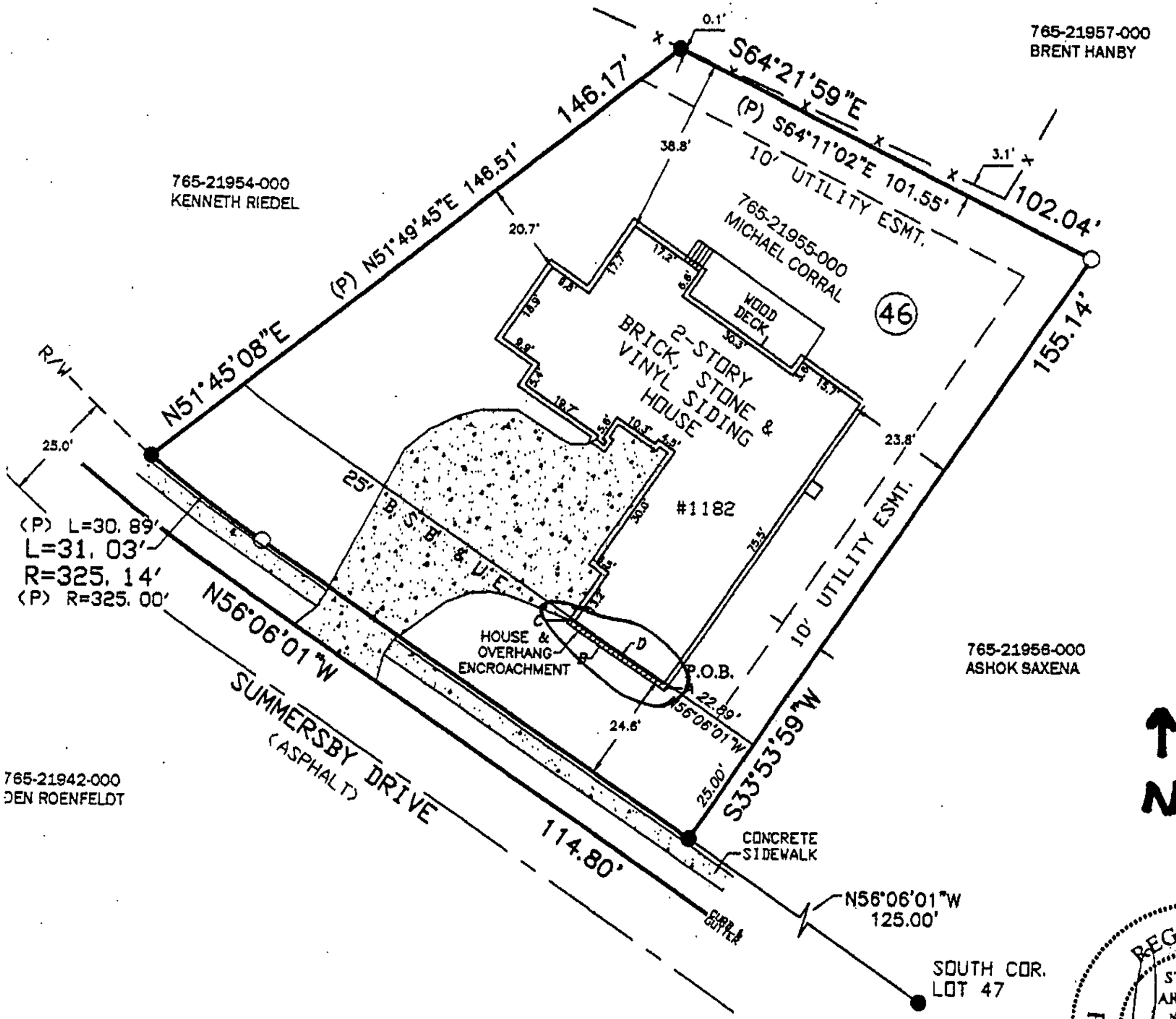
RE: Easement Vacation and Variance

Dear Sir or Madam,
Please accept for your review our request for a utility easement vacation and building setback variance for the property located at 1182 Summersby Drive. The results of our survey reflect that a portion of the front roof overhang is encroaching onto the existing utility easement and building setback. We are asking that the utility companies and city vacate only that portion of the easement that is being encroached upon. Thank you for cooperation in this matter.

Sincerely,

Alan Reid
Designated Representative for
Michael Corral, property owner

118 S. College Avenue Fayetteville, Arkansas 72701 479.444.8784 1.888.549.8784 Fax 479.444.0964



SURVEY DESCRIPTION

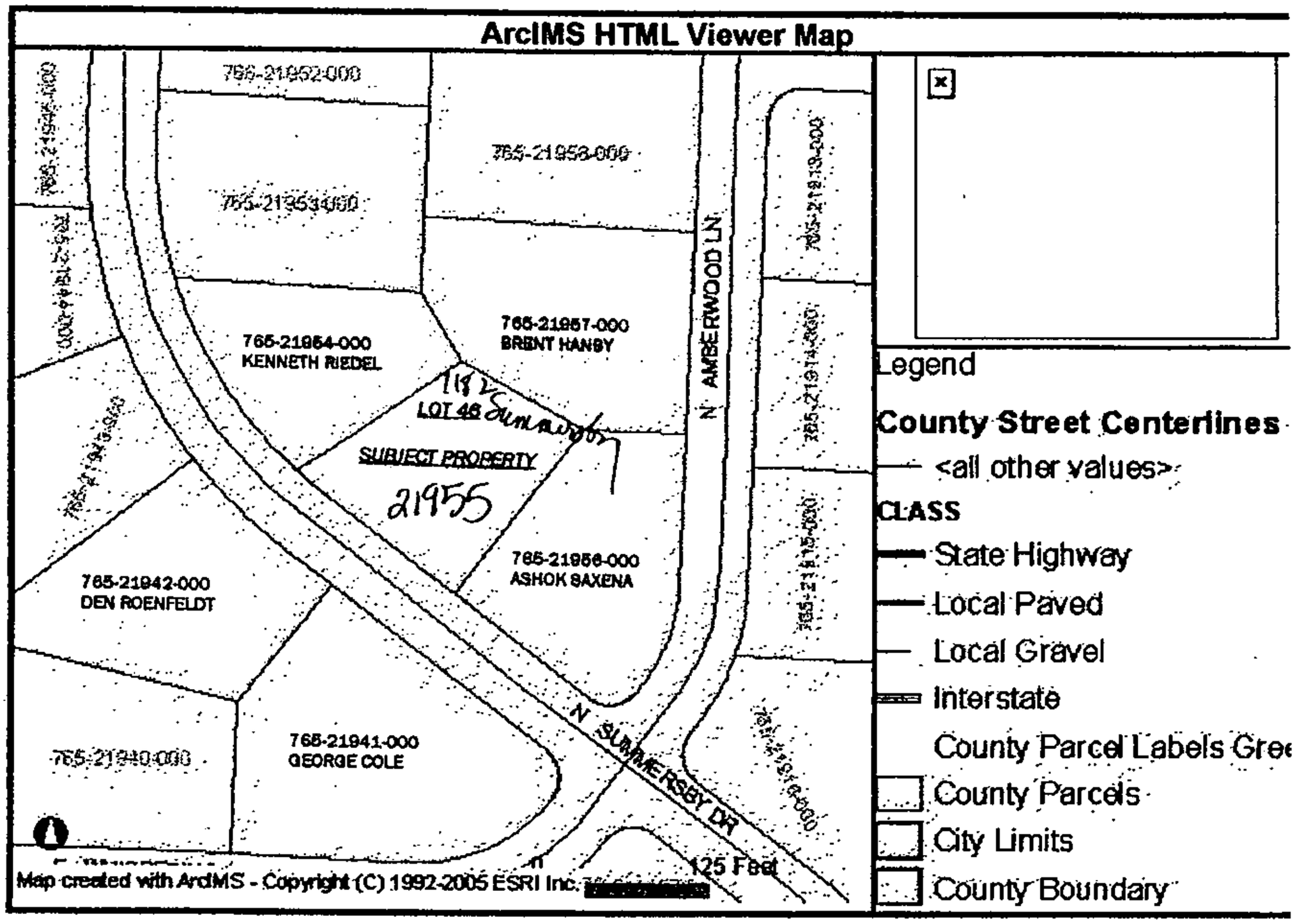
LOT NUMBERED FORTY-S
ARKANSAS, AS PER PLAT
OFFICIO RECORDER OF W

DESCRIPTION OF BUILD

A PART OF LOT NUMBERE
FAYETTEVILLE, ARKANSA
CLERK AND EX-OFFICIO R
BEING MORE PARTICULAR
SOUTHEAST CORNER OF S
EXISTING IRON REBAR; TH
SAID LOT FORTY-SIX (46) T
THE EAST LINE OF SAID LO
SETBACK LINE TO A POINT
POINT OF BEGINNING; THE
SAID ROOF OVERHANG 1.5
THENCE N55°57'07"W ALON
OF SAID ROOF OVERHANG,
1.44 FEET TO A POINT ON S
26.36 FEET TO THE POINT O
LESS.

0'

DRAW
JCC


ArcIMS HTML Viewer Map
765-21952-000
765-21953-000
765-21954-000
KENNETH RIEDEL
765-21957-000
BRENT HANBY
LOT 46
SUBJECT PROPERTY
21955
765-21956-000
ASHOK SAXENA
765-21942-000
DEN ROENFELDT
765-21941-000
GEORGE COLE
N AMBERWOOD LN
N SUMMERSBY DR
125 Feet
Map created with ArcIMS - Copyright (C) 1992-2005 ESRI Inc.
Legend
County Street Centerlines
<all other values>
CLASS
State Highway
Local Paved
Local Gravel
Interstate
County Parcel Labels Gree
County Parcels
City Limits
County Boundary

at&t

Lynda Palmer
AT&T Arkansas
Mgr.-Eng. (Right-of-Way)
Construction / Engineering

1111 West Capitol, Rm 941
Little Rock, AR 72201
(501) 373.5255 Phone
(501) 373.0229 Fax
lynda.palmer@att.com

May 5, 2006

Alan Reid
Reid and Associates
118 College Avenue
Fayetteville, AR 72701

Dear Mr. Reid:

RE: easement release – Summersby S/D - Fayetteville

Please find enclosed SBC's concurrence in your request to the above mentioned easement reduction.

This concurrence must be recorded at the Washington County Courthouse in the office of the circuit clerk to be complete and legal. I would appreciate you returning a copy of the document to me at the above address for my files.

If you have any questions or comments, please call me at 501-373-5255.

Sincerely,

Lynda Palmer

attachments

CONCURRENCE TO VACATE
A DEDICATED PUBLIC UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, hereby concurs in the closing of the following dedicated public alley, to-wit:

A part of lot numbered forty-six (46), Summersby Subdivision, Fayetteville, Arkansas, as per plat on file in the office of the circuit clerk and ex-officio recorder of Washington County, Arkansas, being more particularly described as follows: Commencing at the southeast corner of said lot forty-six (46), said point being an existing iron rebar; thence N33° 53' 59" E 25.00 feet along the east line of said lot forty-six (46) to the building setback line; thence leaving the east line of said lot forty-six (46), N56° 06' 01"W 22.89 feet along said setback line to a point on the existing roof overhang for the true point of beginning; thence leaving said setback line S34° 03' 56" W along said roof overhang 1.51 feet to the corner of said roof overhang; thence N55° 57' 07" W along said roof overhang 26.36 feet to the corner of said roof overhang; thence N34° 03' 56" E along said roof overhang 1.44 feet to a point on said building setback line; thence S56° 06' 01" E 26.36 feet to the point of beginning, containing 39 square feet, more or less.

Signed and executed this 8TH day of May, 2006.

By: _____
F. Jean Davis
Director-Engineering/Construction

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF FAULKNER

On this the 8th day of May 2006, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared F. Jean Davis, who, after being duly sworn, declared that he is the Director-Engineering/Construction for Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

In witness whereof I hereunto set my hand and official seal.

LYNDA E. SOMMERFELDT PALMER
COMM. EXP. 8-10-2011
NOTARY PUBLIC
FAULKNER COUNTY, AR

This instrument prepared by AT&T
1111 W. Capitol, Room 941
Little Rock, AR 72201 (501-373-5255)

Lynda E. Sommerfeldt Palmer
Notary Public
My commission expires August 10, 2011

UTILITY APPROVAL FORM FOR RIGHT-OF-WAY, ALLEY AND UTILITY EASEMENT VACATIONS

DATE: 05/05/06

UTILITY COMPANY: Southwestern Bell Telephone d.b.a. AT&T Arkansas

REQUESTED VACATION:

Street

X Utility Easement

Street and all the utility easements located within the vacated street

Right-of-Way for alley or street

Right-of-Way for alley or streets and all utility easements located within the vacated right-of-way

Alley

Alley and all utility easements located within the vacated alley

I have been notified of the petition to vacate the following right-of-way.

Described as follows:

A part of lot numbered forty-six (46), Summersby Subdivision, Fayetteville, Arkansas, as per plat on file in the office of the circuit clerk and ex-officio recorder of Washington County, Arkansas, being more particularly described as follows: Commencing at the southeast corner of said lot forty-six (46), said point being an existing iron rebar; thence N33° 53' 59" E 25.00 feet along the east line of said lot forty-six (46) to the building setback line; thence leaving the east line of said lot forty-six (46), N56° 06' 01"W 22.89 feet along said setback line to a point on the existing roof overhang for the true point of beginning; thence leaving said setback line S34° 03' 56" W along said roof overhang 1.51 feet to the corner of said roof overhang; thence N55° 57' 07" W along said roof overhang 26.36 feet to the corner of said roof overhang; thence N34° 03' 56" E along said roof overhang 1.44 feet to a point on said building setback line; thence S56° 06' 01" E 26.36 feet to the point of beginning, containing 39 square feet, more or less.

UTILITY COMPANY COMMENTS:

No objections to the vacation described above.

Signature of this form does not constitute a release of easement. The attached Concurrence must be recorded at the Benton County courthouse in order for this release to be complete and legal.

Signature of AT&T Company Representative:

Lynda E. Sommerfeldt Palmer

Lynda E. Sommerfeldt Palmer, Mgr.-Engr. (ROW)

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 12/15/05

UTILITY COMPANY: Cox

REQUESTED VACATION (*applicant must check all that apply*):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follo

General location / Address: 1182 SUMMERSET

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retai (State the location, dimensions, and purpose below.)

Signature of Utility Company Representative

PLANNER

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 12/15/05

UTILITY COMPANY: AWG

REQUESTED VACATION (*applicant must check all that apply*):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follo

General location / Address: 1182 SUMMERBY

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retair (State the location, dimensions, and purpose below.)

Signature of Utility Company Representative

NORTHWEST REGIONAL MGR

Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 12/15/05

UTILITY COMPANY: SWEPCO

REQUESTED VACATION (*applicant must check all that apply*):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follo

General location / Address: 1182 SUMMERSET

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retain (State the location, dimensions, and purpose below.)

Kenny Sullivan 913-2303

Signature of Utility Company Representative

Right of Way Agent, SWEPCO

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 12/15/05

UTILITY COMPANY: FAYETTEVILLE WATER & SEWER

REQUESTED VACATION (*applicant must check all that apply*):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follo

General location / Address: 1182 SUMMERSBY
LOT 4 Summersby

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retain (State the location, dimensions, and purpose below.)

Signature of Utility Company Representative

Superintendent Water + Sewer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 4/28/2006

UTILITY COMPANY: FAYETTEVILLE WATER & SEWER

APPLICANT NAME: MICHAEL CORRAL APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

✓ Utility Easement

~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

~ Alley

~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 1182 SUMMERSPIT DRIVE

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

✓ ~ No objections to the vacation(s) described above.

~ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

No Water or Sewer is in the area.

~ No objections provided the following conditions are met:

Randall A Patrick Tom Hobbard Ops. Mgr.

Signature of Utility Company Representative

W/S Field Service Rep

Title

PETITION TO VACATE AN EASEMENT LOCATED IN LOT 46, SUMMERSBY SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement herein sought to be abandoned and vacated, lying in Lot 46, Summersby Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a portion of an easement which is described as follows:

A PART OF LOT NUMBERED FORTY-SIX (46), SUMMERSBY SUBDIVISION, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FORTY-SIX (46), SAID POINT BEING AN EXISTING IRON REBAR; THENCE N33°53'59"E 25.00 FEET ALONG THE EAST LINE OF SAID LOT FORTY-SIX (46) TO THE BUILDING SETBACK LINE; THENCE LEAVING THE EAST LINE OF SAID LOT FORTY-SIX (46), N56°06'01"W 22.89 FEET ALONG SAID SETBACK LINE TO A POINT ON THE EXISTING ROOF OVERHANG FOR THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SETBACK LINE S34°03'56"W ALONG SAID ROOF OVERHANG 1.51 FEET TO THE CORNER OF SAID ROOF OVERHANG; THENCE N55°57'07"W ALONG SAID ROOF OVERHANG 26.36 FEET TO THE CORNER OF SAID ROOF OVERHANG; THENCE N34°03'56"E ALONG SAID ROOF OVERHANG 1.44 FEET TO A POINT ON SAID BUILDING SETBACK LINE; THENCE S56°06'01"E 26.36 FEET TO THE POINT OF BEGINNING, CONTAINING 39 SQUARE FEET, MORE OR LESS.

That the abutting real estate affected by said abandonment of the easement is Lot 46, Summersby Subdivision, City of Fayetteville, Arkansas, and that the public interest and welfare would not be adversely affected by the abandonment of the above described portion of the utility easement.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described portion of the utility easement.

Dated this ____ day of _____, 2006

Michael Conal
Printed name

_____
Signature

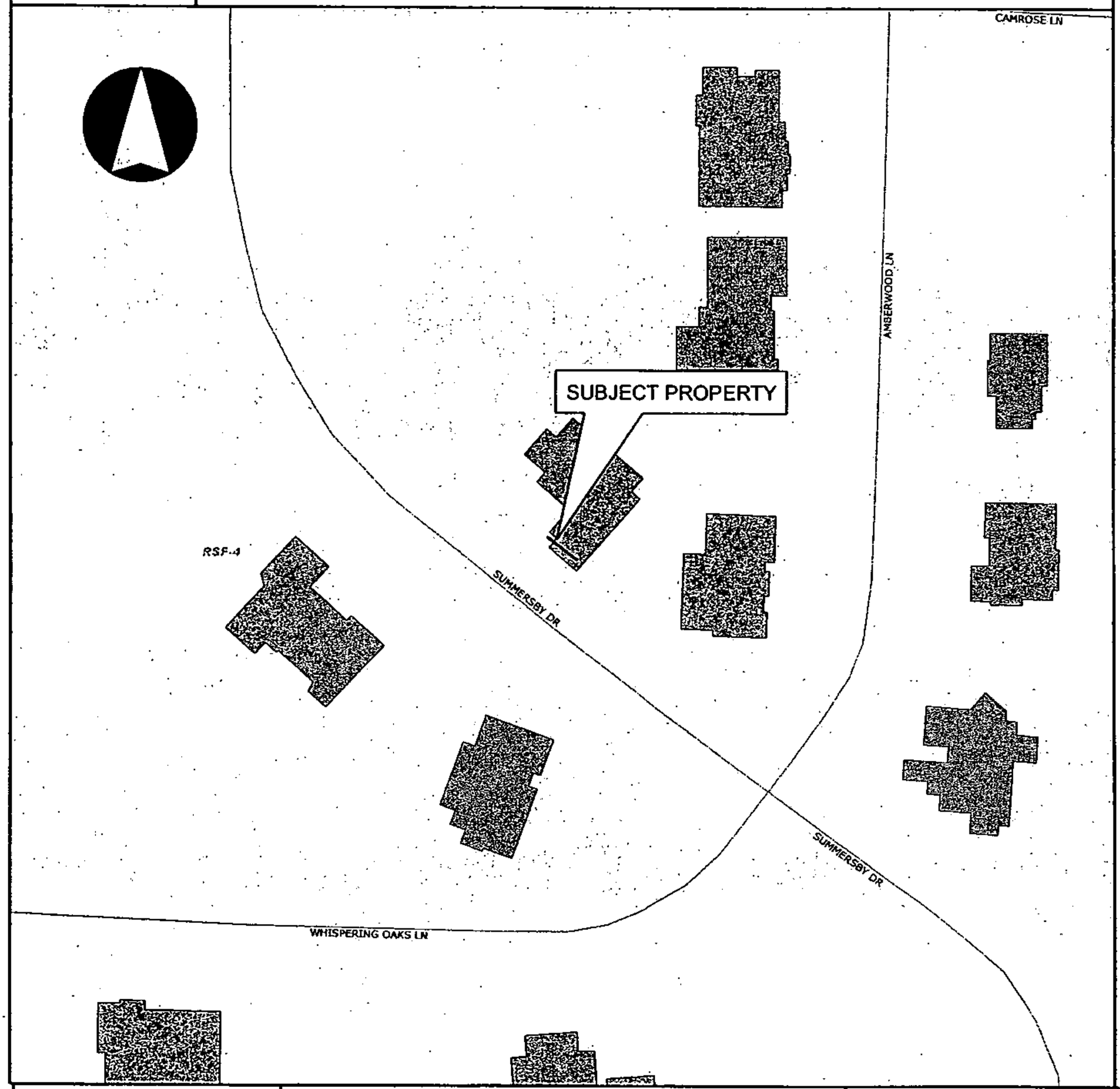
Cathy Conal
Printed name

_____
Signature

VAC06-2138

Close Up View

CORRAL



Overview

Legend

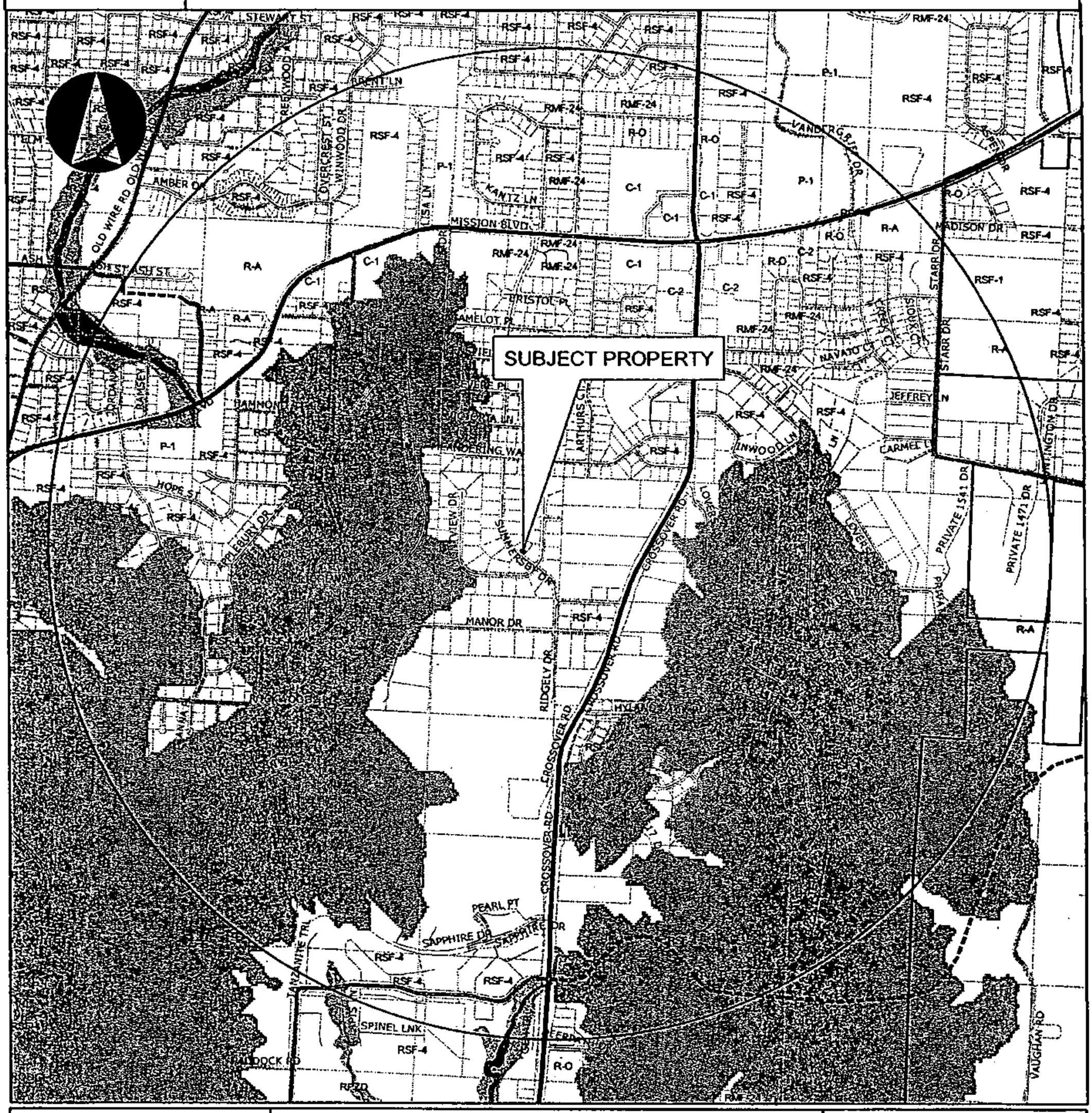
Overlay District
FLOODWAY
500 YEAR
100 YEAR
LIMIT OF STUDY
BaseLine Profile
Fayetteville
Outside City
VAC06-2138
vector.GDB.Footprint_2004
Hillside-Hilltop Overlay District

0 45 90 180 270 360 Feet

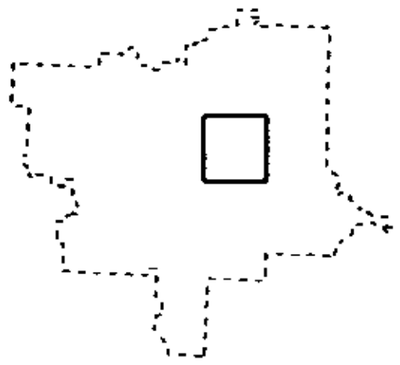
VAC06-2138

One Mile View

CORRAL



Overview



Legend

Subject Property

VAC06-2138

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

Crafton, Tull & Associates, Inc.
architects, engineers & surveyors

historical preservation
government
public works
healthcare
residential
education
parks, sports & recreation
transportation
industrial
commercial

July 3, 2006

Mr. Jeremy Pate
Director of Current Planning
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

RE: The Shoppes at Stonebridge, Neighborhood Market Rezone Appeal
CTA Job No. 061001-01

Dear Mr. Pate:

As you know, on Monday night, the Planning Commission was split on the decision of whether or not to rezone a portion of our Stonebridge property to Neighborhood Commercial resulting in the denial of our request. We appreciate your support of the request, however, it was unfortunate that the Planning Commission did not agree with your and our reasoning in supporting the request.

Based on Staff's recommendation of approval and the compliance of our request with the City's Growth Plan, we would like to appeal the Planning Commission decision to the City Council. It is our understanding that this letter is all that is required in order to appeal the decision. If you need any more information to process this request, please let me know. We'll be glad to provide you with whatever information necessary.

We appreciate your consideration of this request. If you have any questions or need any additional information, please don't hesitate to call me at 479-878-2475 or emailing me at Steven.Beam@craftontull.com.

Sincerely,
Crafton, Tull & Associates, Inc.

Steven Beam, E.I.
Department/ Project Manager

RECEIVED
JUL 05 2006
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

901 North 47th Street • Rogers, Arkansas 72756 • phone: 479.636.4838 • fax: 479.631.6224
www.craftontull.com

City Council Meeting of August 01, 2006
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: July 06, 2006

Subject: Rezoning for Tri-City Investments (RZN 06-2088)

RECOMMENDATION

The Planning Commission recommended denial of the subject rezoning request from RSF-4 to C-1 on approximately 2.78 acres of property located northwest of of Huntsville Road (HWY 16) and Stonebridge Road.

BACKGROUND

The subject property is part of a 6.70-acre tract of land that lies on the northwest corner of Huntsville Road and Stonebridge Road. There is an existing single-family home located on the east side of the property with access to Stonebridge Road. The remainder of the property is an undeveloped pasture. The property is adjacent to an existing single-family subdivision to the north, which has a built stub-out to the subject property.

The applicant is requesting the property be rezoned from RSF-4, Residential Single-family, 4 Units per Acre to C-1, Neighborhood Commercial.

DISCUSSION

This item was heard at the regular Planning Commission on June 26, 2006. The Planning Commission voted 4-4-0 to recommend approval of this rezoning request to the City Council.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 06-2088, FOR APPROXIMATELY 2.78 ACRES, LOCATED NORTHWEST OF HWY 16 AND STONEBRIDGE ROAD, FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE 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 RSF-4, Residential Single-Family, 4 units per acre to C-1, Neighborhood Commercial, as shown on Exhibit "A" and map labeled Exhibit "B" 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 ___, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2088

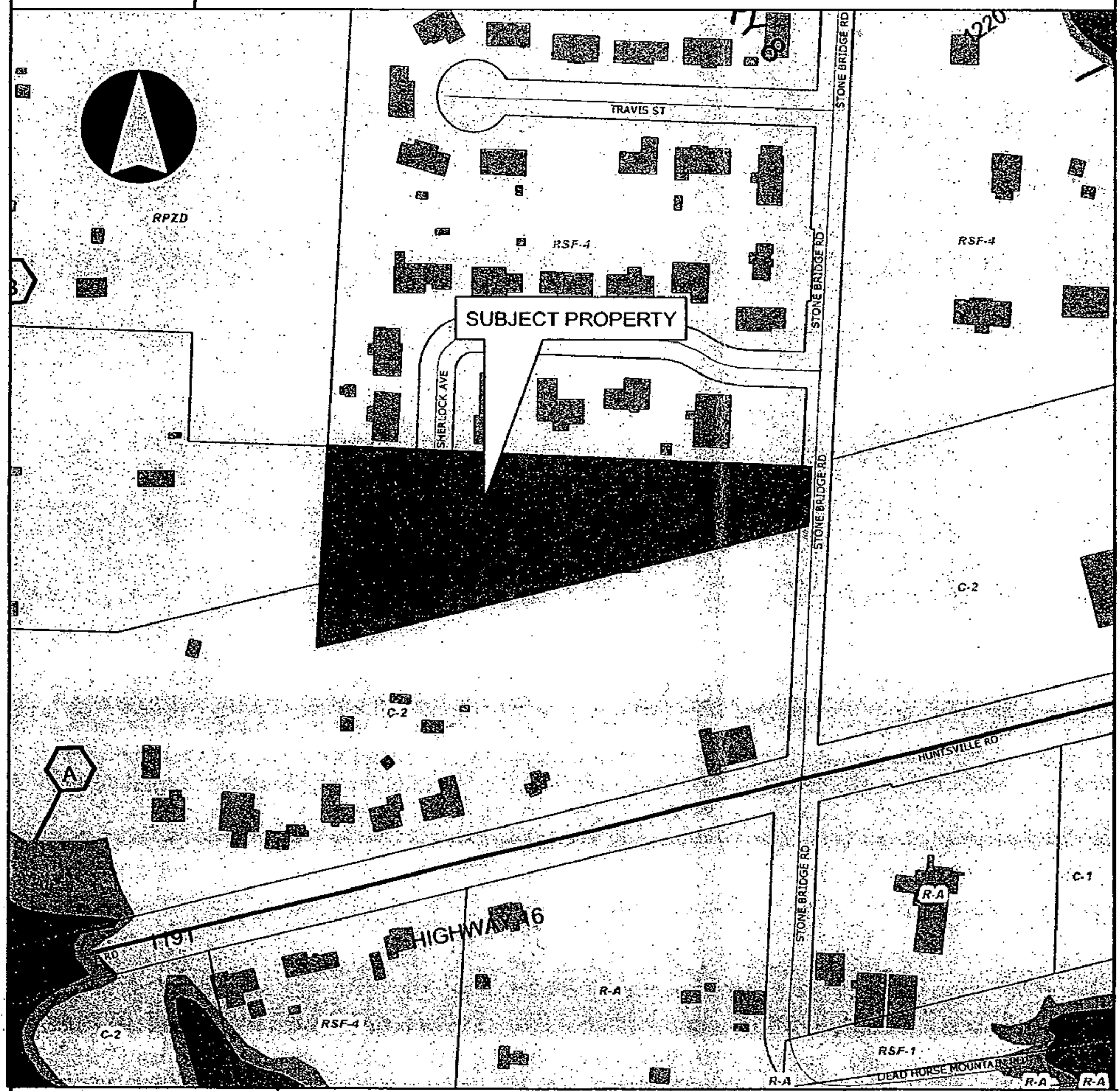
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼ OF THE SE ¼) OF SECTION FOURTEEN (14), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, THENCE ALONG THE EAST LINE OF SAID SE ¼ OF THE SE ¼, N02°46'59"E 251.99 FEET TO THE POINT OF BEGINNING AND RUN THENCE S75°49'18"W 690.73 FEET; THENCE N02°46'59"E 282.54 FEET; THENCE S87°27'33"E 433.69 FEET; THENCE S87°27'33"E 227.00 FEET; THENCE S02°46'59"W 83.82 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 121024.34 SQ. FT. OR 2.78 ACRES, MORE OR LESS.

EXHIBIT "B"

RZN06-2088

Close Up View

TRI-CITY INVESTMENTS



Overview

Legend

Overlay District
FLOODWAY
500 YEAR
100 YEAR
LIMIT OF STUDY
BaseLine Profile
Fayetteville
Outside City
RZN06-2088
vector.GDB.Footprint_2004
Hillside-Hilltop Overlay District

0 75 150 300 450 600 Feet

Crafton, Tull & Associates, Inc.
architects, engineers & surveyors

historical preservation
government
public works
healthcare
residential
education
parks, sports & recreation
transportation
industrial
commercial

July 3, 2006

Mr. Jeremy Pate
Director of Current Planning
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

RE: The Shoppes at Stonebridge, Neighborhood Market Rezone Appeal
CTA Job No. 061001-01

Dear Mr. Pate:

As you know, on Monday night, the Planning Commission was split on the decision of whether or not to rezone a portion of our Stonebridge property to Neighborhood Commercial resulting in the denial of our request. We appreciate your support of the request, however, it was unfortunate that the Planning Commission did not agree with your and our reasoning in supporting the request.

Based on Staff's recommendation of approval and the compliance of our request with the City's Growth Plan, we would like to appeal the Planning Commission decision to the City Council. It is our understanding that this letter is all that is required in order to appeal the decision. If you need any more information to process this request, please let me know. We'll be glad to provide you with whatever information necessary.

We appreciate your consideration of this request. If you have any questions or need any additional information, please don't hesitate to call me at 479-878-2475 or emailing me at Steven.Beam@craftontull.com.

Sincerely,
Crafton, Tull & Associates, Inc.

Steven Beam, E.I.
Department/ Project Manager

901 North 47th Street • Rogers, Arkansas 72756 • phone: 479.636.4838 • fax: 479.631.6224

www.craftontull.com

PC Meeting of June 26, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Jesse Fulcher, Current Planner
THRU:	Jeremy Pate, Director of Current Planning
DATE:	~~June 20, 2006~~ *Updated June 24, 2006*

RZN 06-2088: (TRI-CITY INVESTMENTS, LLC, 527): Submitted by CRAFTON, TULL & ASSOC. for property located at NW OF HWY 16 AND STONEBRIDGE ROAD. The property is zoned RSF-4, SINGLE FAMILY – 4 UNITS/ACRE and contains approximately 2.78 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

Planner: JESSE FULCHER

RECOMMENDATION:
Staff recommends approval of the proposed rezoning from RSF-4 to C-1, Neighborhood Commercial based on the findings herein.

PLANNING COMMISSION ACTION: Required YES
Approved √Denied
Date: June 26, 2006

CITY COUNCIL ACTION: Required YES
Approved Denied
Date: July 18, 2006 (first reading if recommended)
August 01, 2006 (first reading for appeal)

BACKGROUND:

Comments from Planning Commission 6/12/06: Many of the adjoining property owners within the adjacent subdivision to the north attended the previous Planning Commission hearing. The neighbors had concerns with the following items:

- Commercial traffic utilizing the residential street for access to the development.
- Noise associated with commercial activities (deliveries, trash service, etc.)
- Light trespass
- Additional traffic generated in addition to that on Huntsville Road, Stonebridge Road and Wyman Road.

** Staff has spoken with the applicant about utilizing a Planned Zoning District for development of the property.*

Property description: The subject property is part of a 6.70-acre tract of land that lies on the northwest corner of Huntsville Road and Stonebridge Road. There is an existing single-family home located on the east side of the property with access to Stonebridge Road. The remainder of the property is an undeveloped pasture. The property is adjacent to an existing single-family subdivision to the north, which has a built stub-out to the subject property.

Request: The applicant is requesting the property be rezoned from RSF-4, Residential Single-family, 4 Units per Acre to C-1, Neighborhood Commercial.

Recommendation: Staff recommends approval of the rezoning request based on the findings included in the staff report. Future development on this site will be regulated by the City to ensure adequate services, infrastructure, connectivity and consistent development within the surrounding area. Additionally, at the time of development staff will address issues related to compatibility between different land uses, including but not limited to lighting, screening, buffer areas, vegetation and building location.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Stone Bridge Subdivision Ph. II	RSF-4, Residential Single-family
South	HWY right-of-way/Single-family homes	No zoning/R-A, Residential Agriculture
East	Undeveloped	C-2, Thoroughfare Commercial
West	Single-family homes	C-2/RSF-4

INFRASTRUCTURE:

Streets: The site has access to Stonebridge Road and HWY 16 (Huntsville Road). This development may be assessed for traffic signal improvements and street improvements to Stonebridge Road. Improvements that may be required shall be evaluated by staff as development occurs.

Water: Public water is adjacent to the site. There is a 12" waterline running along Stonebridge Road and a 6" main stubbed out from the adjacent subdivision to the north.. Water service will need to be extended within the property at the time of development.

Sewer: Sanitary sewer is available on the site. There are 8" sanitary sewer mains located on three sides of this property. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended to and within the property at the time of development.

The site has access to Stonebridge Road. Stonebridge Road is an un-improved 2-lane paved roadway at this point. Improvements that may be required shall be evaluated by staff as development occurs.
Standard improvements and requirements for drainage will be required for the development.

Fire: The subject property is located approximately 1.4 miles from the Fire Station #5 with a projected response time of 3.25 minutes. When the new Station #3 is put in service at Huntsville Road and Happy Hollow, the distance will be reduced to 0.9 miles with a response time of 2.25 minutes.

Police: Properties in this area of the city already receive police services. The same level of service will be provided to this site as is currently applied to the existing surrounding development. 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, the police department is concerned that a connection onto Sherlock Avenue will create a danger to the residents of the residential subdivision.

LAND USE PLAN: General Plan 2020 designates the site as Community Commercial and Residential where the applicant proposes the C-1 zoning district.

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: **Staff finds that rezoning the property to allow development of commercial uses in this area is compatible with the surrounding uses and zoning districts. Staff also finds that a C-1 zoning district adjacent to a major road network and residential properties is compatible and may provide commercial areas that are a convenient way to meet the shopping needs of adjacent residents. Buffer areas will be required to be established between any residential and non-residential use and residential zoning districts.**

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

Finding: **The current zoning line crosses diagonally across the property, creating an unusual layout for potential development. Rezoning the remainder of the property to C-1 would be appropriate, given that the C-1 zoning district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.**

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

Finding: **The police department has determined the proposed zoning will not substantially alter the population density to create an undesirable affect on services. At the time of development, appropriate ingress and egress to the property will be examined, included the existing stub-out from the adjacent residential subdivision. Adequate access to the property should be provided by Huntsville Road (a principle arterial) and Stonebridge Road (a local street).**

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: **Rezoning the property from RSF-4 to C-1, in which only accessory residential uses are permitted by right, the residential development on the subject property will likely decrease.**

The findings of the Engineering Division, Fire Department and Police Department are listed within the body of this staff report.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

161.16 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.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

May 5, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed **RZN 06-2088 (Tri-City Investments. LLC, 527)** submitted by Crafton Tull & Associates for property located NW of Hwy 16 and Stonebridge Road 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. I do, however, have a concern that commercial traffic from this shopping center does not need an outlet on to Sherlock. This will create a danger to the residents when the same result could be created by an entrance/exit onto Stonebridge. I am speculating that an outlet on Sherlock might be planned.

Sincerely,

William Brown
Captain – Administration
Fayetteville Police Department

RZN 06-2088: Rezoning (Tri-City Investments, LLC, 527)

Public water is adjacent to the site. There is a 12" waterline running along Stonebridge Road and a 6" main stubbed out from the adjacent subdivision to the north.. Water service will need to be extended within the property at the time of development.

Sanitary sewer is available on the site. There are 8" sanitary sewer mains located on three sides of this property. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended to and within the property at the time of development.

The site has access to Stonebridge Road. Stonebridge Road is an un-improved 2-lane paved roadway at this point. Improvements that may be required shall be evaluated by staff as development occurs.

Standard improvements and requirements for drainage will be required for the development.

PZD 06-2108: Planned Zoning District (Bellwood S/D II, 400)

Public water is adjacent to the site. There is a 6" waterline along Rupple Road. Improvements to the water system may be required dependent upon the demand placed by the future development. Water service will need to be extended within the property at the time of development.

Sanitary sewer is not available on the site. There is an 8" sewer line located in the adjacent subdivision to the north and to the west. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended to and within the property at the time of development. This property is within the Hamestring Creek Lift Station basin.

The site has access to Rupple Road. Rupple Road is an unimproved two-lane paved roadway at this property. Rupple is planned to be a 4- Lane Boulevard at this point. A portion of the boulevard may need to be constructed as a part of this development. Assessments for traffic signals will also be considered. Improvements that may be required shall be evaluated by staff as development occurs.

Standard improvements and requirements for drainage will be required for the development.

RPZD 06-2107: Planned Zoning District (Champions Club Condos)

Public water is adjacent to the site to the west. An extension of this 12" water line will be required to extend to connect at Razorback Road. Water service will need to be extended within the property at the time of development.

Sanitary sewer is available on the site. There is a 24" sewer main that runs through the site. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended within the property at the time of development.

The site has access to Razorback Road and 15th Street. Razorback Road is an improved four lane state highway at this location. This portion of 15th street is an unimproved two lane roadway. Street improvements that may be required shall be evaluated by staff as development occurs.

Standard improvements and requirements for drainage will be required for the development.

Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson
Asst Chief Bud Thompson
From: Captain Dale Riggins
Date: June 8, 2006
Re: June 5, 2006 Zoning Review – Fire Department Comments

RZN06-2088 (Tri City Investments)
These 2.78 acres are covered by Engine 5 at 833 N Crossover.
It is 1.4 miles from the station with an expected response time of 3.25 minutes. When the new station 3 is put in service, at Huntsville Road and Happy Hollow, the distance will be reduced to .9 miles and the response time will decrease to 2.25 minutes
We do not figure projected calls for service on commercial properties, but typically this type of re-zoning will not adversely affect our call volume or response time.

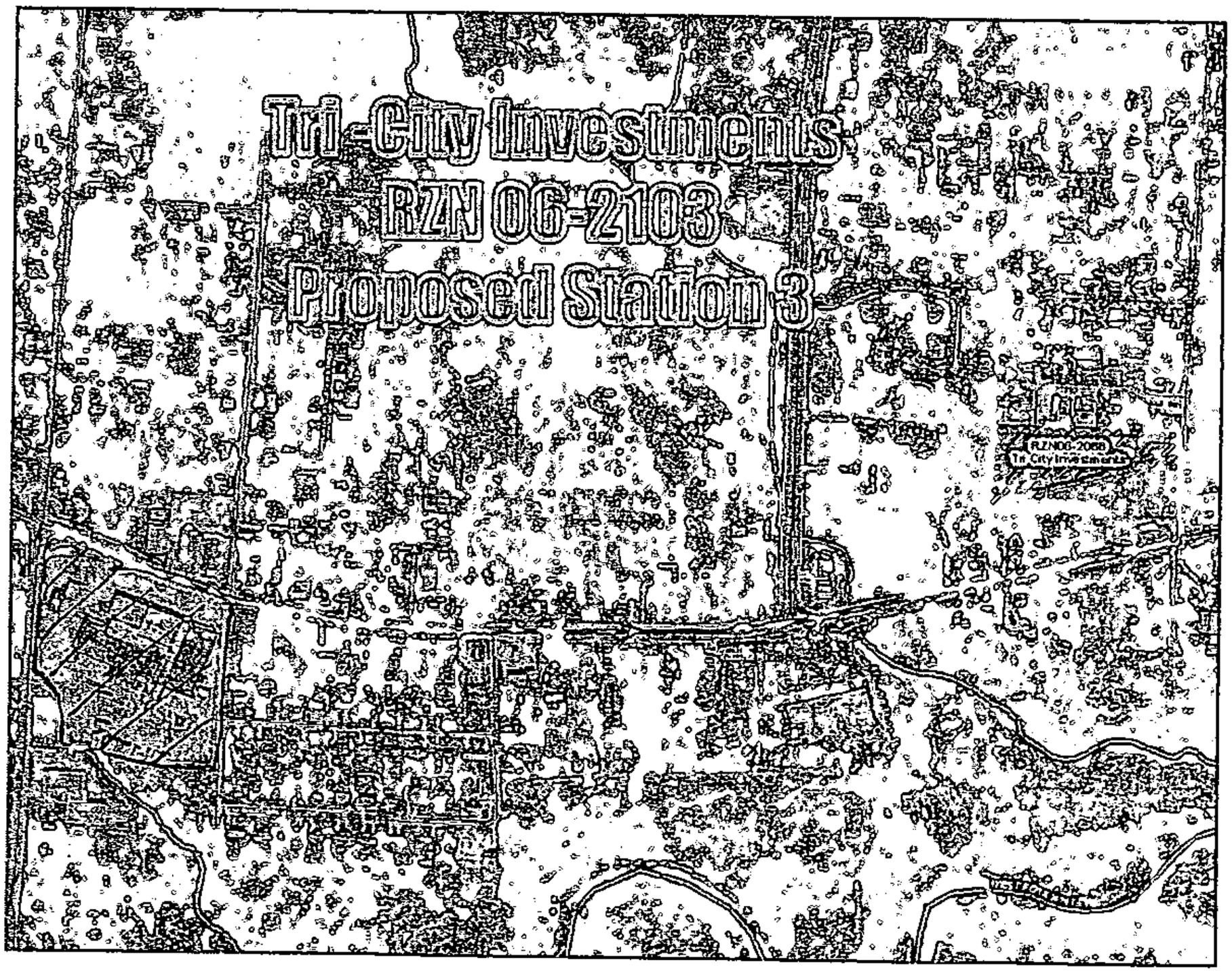
MDP R-PZD06-2103 (Bellwood S/D)
These 20.35 acres are covered by Engine 7 located at 835 N Rupple Road.
The property is 0.5 miles from the station with an expected response time of 2 minutes
The Fire Department anticipates 26 (16 EMS – 10 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.
Measured hydrant flow in the area is 1590 gallons/minute.
The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur.
There should be no adverse effects on our call volume or response time to this development.

MDP R-PZD 06-2107 (Champion's Club Condos)
These 4.20 acres are covered by Engine 6 located at 900 S Hollywood.
It is 1.3 miles from the station with an expected response time of 3 minutes.
The Fire Department anticipates 29(18 EMS – 11 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.
The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this development.

Please feel free to contact me if you have any questions

Captain Dale Riggins
Fayetteville Fire Department

Tri-City Investments
RZN 06-2088
Station 5
Deplanne
RP ZD 85-1798
Paddock Road SD
PZD 85-1735
RZN06-2088
Tri City Investments


Tri-City Investments
RZN 06-2103
Proposed Station 3
RZN06-2088
Tri City Investments

REZONE REQUEST STATEMENT

Current Owner: Tri-City Investments, LLC
P.O. Box 180513
Ft. Smith, AR 72918

Proposed Zoning:
Currently, the property in question is zoned RSF-4 and the owners wish it to be rezoned C-1 for commercial development of the property. The site is part of a 6.70-acre tract of land that lies on the NW corner of AR Highway 16 and Stonebridge Road. The area of the tract to be rezoned is 2.70 acres on the north side of the property. It is not practical to develop this area in its current zoning; however, if combined with the zoning to the south, it would provide a prime lot for commercial development.

Proposed Use:
The proposed development on this property is a commercial shopping center with two out-lots. Currently, the property to the east across Stonebridge Road is being designed as a commercial property. The site is bounded to the north by residential properties, zoned RSF-4, and to the west by residential properties, zoned C-2. This development would play into the City of Fayetteville's Future Land Use Plan, and would provide additional facilities to serve the neighborhood.

While the exact layout has not been determined at this time, traffic would most likely enter the site from a single drive off AR Highway 16; other drives would be located along Stonebridge Road.

Signage at the entrance of the development has not yet been specified; however, it would be in compliance with code requirements and be of a nature that is consistent with the look and feel of the development.

Utilities:
There is an existing 8" sanitary sewer line that runs north and south along the western property line of the site and then turns and runs east along the southern boundary of parcel 765-02276-000. There is also a 12" water line that runs along the north side of AR Highway 16, across the property. The exact water and sewer design has not been finalized as of yet, but will be included with the Preliminary Plat submittal.

Dear Commission Members:

Please find attached a counter-petition of such from the neighbors of the Wyman/Stonebridge Neighbors respectfully requesting the Rezoning Petition #RZN 06-2088 be denied, pictures of the area and a partial list of those who are opposed.

My name is Teresa Kolb and I live at on Sherlock Ave, adjacent to the proposed-rezoned area. I have tried to consolidate the comments from my neighbors, facts and some opinion regarding the rezoning. I am the self-appointed, yet agreed to, representative of the neighborhood and as such appeal to the Planning Commission to please deny the rezoning request as it is. This request is being submitted to the commission in hopes of maintaining the integrity of our quiet predominantly residential, historic, and well-established neighborhood. There are several reasons that this in not the mutual best use of this area. Those issues being, traffic and safety issues, current use/quality of use to existing neighbors and the detrimental impact of adjacent properties.

Traffic Issues
The Administrative Captain for the Fayetteville Police Department stated in a letter to your staff that in his opinion the rezoning would not substantially alter current traffic density. However, he did not address the issue that we *currently* have a density problem that has the flow of traffic on Hwy 16 East at a steady flow most of the time. Rush hour traffic, specifically, keeps traffic flow in gridlock. This area has become a bottleneck and is frustrating commuters to the point that they have begun using Stonebridge and Wyman streets as cut-throughs to avoid the traffic light and congestion. Currently traffic violations (documented and not) in our area have reached a level such that accidents are becoming more frequent, residents are being harassed and our children are not safe to walk to the bus stop.

Our neighborhood has been on a quest to control or quell traffic in this area for over 5 years. Between Holly Gerstner (former association president) myself, and others our area has become a well-known traffic hot spot at the FPD. You have a copy of the most recent traffic study that shows the average speed in excess of 10 mph over the current 25mph in some areas. Stonebridge and or Wyman roads are currently on the waiting list for speed tables and we are on the Police Department's added patrol list. The report also shows a volume of traffic that has targeted this area as a main avenue of commuters to and from Fayetteville (per Sgt. Gabbard's presentation to our neighborhood). Most of the increase in local traffic is due to the cut-throughs mentioned. This study does not include the much more heavily populated Hwys 16 and 265.

This is an older well-established part of Fayetteville and it has not had the improvements necessary to accommodate any further commercial development concentrated in this immediate area. The main road of Hwy 16 is two lanes and no sidewalk. While it is probable that this will become four lane sometime in the future it will not be in the immediate time frame. The cut-through roads are very antiquated as well and are even more narrow with no shoulder or sidewalks for local pedestrians.

This is not a safe area and I have personally had to quit walking my dogs in the evenings because it has gotten too dangerous to walk along Stonebridge/Wyman or Hwy 16. Last summer my nephew was struck by a van while riding his bike east up the hill on Wyman because the guy was going to fast to avoid him. Luckily he was not seriously injured. Another neighbor who has attempted to walk her dog has had to jump in the ditch several times to avoid be hit by commuter traffic. Yet another neighbor has commented that he gets flipped off regularly for going the speed limit when a pass-through driver couldn't get around him to get to their destination at what speed they feel the area should have. The driver's in this area are becoming more and more aggressive towards the locals and frustrated with the traffic density and congestion in the area.

There is discussion of a traffic light at Stonebridge and Hwy 16. While this may help move traffic a little better instead of making it gridlock, I don't see how it will improve the overall existing traffic congestion in this one block area between Hwy 265 and Sherlock where the requested rezoning

property is located. A light could allow traffic to move a little faster and/or provide easier access for the cut-through traffic to speed on to their destination, but it will not stop the current volume or change driver's desires to find alternate routes to get to their destination yet faster.

Up the hill on Stonebridge is a massive housing development that alone will tax the area's already overloaded roadway. Hwy 16 east to Elkins is also due for more development. Adding convenient shopping in this one block will not be in the best interest of the current residents. Let's take the convenience factor out and look at the problems that can be created by irresponsibly, haphazardly throwing in shopping centers just because there is open land.

Current Zoning/Quality of Use
Zoning this whole field commercial would destroy the natural barrier the area provides and would put commercial development directly next to residential. Currently there is a beautiful line of trees that separates and surrounds the proposed rezoning area from Hwy 16 and creates a buffered area for residences that Fayetteville is famous for. This buffer shields the current residents to some degree from the constant drone of traffic on Hwy 16. Unfortunately for those immediately on Hwy 16 the tree line does not buffer the noise but does provide a much desired shade canopy and aesthetic appeal. I'm sure the trees would have to go for the development that is desired.

We understand there are commercial codes that can provide a gradual division or buffering from commercial to residential. However, living next door to the proposed site, I can attest to the fact that there is not enough room in that field to make the development gradual enough to buffer not only the highway noise but the development added traffic itself and not erode the current quality of existence I and my neighbors enjoy. If you visit the site you can see the lot is not that big. You can see the residential housing from Hwy 16, not to mention the houses ON Hwy 16. It is a small pocket of open land more suited for a neighborhood park than a strip mall.

Along with shopping opportunities this rezoning could create would also come parking lot lights that would light up the whole neighborhood adjacent to the lot, noise from the patrons, delivery truck traffic and noise probably late into the night and dumpsters behind the stores that would create a problem all on it's own and so on. We know part of this area is already zoned commercial and we cannot stop frontage development, but by not allowing this rezoning we could more drastically limit what type of development does occur and curtail some of the potential problems a big box store or even a medium size strip mall would cause.

In the planning file the findings of the staff were stated through out the file that this rezoning would provide a convenient way to meet the shopping needs of the residents. We, as a neighborhood agree Fayetteville is growing and would love the convenience of more shopping etc. however, not at the price of the quality of the existing well-established neighborhood. The way the current rezoning is proposed and the potential development is not what we, the current inhabitants, desire in our neighborhood. I heard a comment that "the people in Elkins are desperate for some convenient shopping". We too would like convenience and there is plenty of open space east of this immediate area all the way to Elkins that could not only provide convenience but would be less frustrating to access. Just because there are four corners on Stonebridge and Hwy 16 does not mean that they must be filled with shopping opportunities. Let's plan responsibly, together with safety and quality of life in mind.

Finally and more directed to the specific properties adjacent to the proposed site is that we as property owners were told when we each purchased our property that the open field was zoned Single Family Residence, that it was laid out to where it could easily have utility lines added, and it would eventually be a continuation to our neighborhood of families. We were not told that it is half commercial and a developer with only monetary goals in mind could come in and CHANGE it to meet his purpose and destroy our current quality of life.

Additionally, and related to the traffic issue, are "rumors" that Sherlock Ave could be extended and used as an entry to the development. Even Captain Brown stated in his letter to the

Request for Denial of Rezoning Petition #RZN 06-2088 from RSF-4 to C-1

Address:	Signatures
574 Sherlock Ave	[illegible]
577	Jan Maurice
574 Sherlock Ave	Marilyn Sue Mauro
577 Sherlock Ave.	[illegible]
574 Sherlock Ave	Dorothy Rykey
555 Sherlock	Scott [illegible]
2680 Holmes Dr.	Dawn Clemence
2680 Holmes Drive	
~~2680 Holmes Drive~~	William Blanchard
2680 Holmes Drive	[illegible]
2694 Holmes Drive	
2715 Holmes	[illegible]
2737 E. Holmes	Liz Bruno
2737 E. Holmes	Stephanie Mellicote
2756 Holmes	Melvin Holmes
585 Stone Bridge	[illegible]
2772 E. Holmes dr.	Mike Chanley
2762 E. TRAVIS	Terry Byrd
2720 E. TRAVIS	Debra D. Byrd
2720 E. TRAVIS	TRAVIS St.
Lawrence Gosnell	

Request for Denial of Rezoning Petition #RZN 06-2088 from RSF-4 to C-1

Address:	Signatures
Elsa Isaacs Firschein	Elsa Isaacs
2663 E. Travis	

To: Wyman/Stonebridge Residents

My name is Teresa Kolb. I live on Sherlock Ave (off Stonebridge). I have been a resident of the neighborhood for 7 years. In that time I have watched the traffic congestion, speeding, cut-throughs and driver aggression steadily increase in our area. I started a campaign back in 2000 to try to bring the then early problems to the attention of the City. Since that time I have worked in conjunction with Holly (Wyman/Stonebridge Assoc.) to further bring the growing traffic problem to the attention of the City.

There have been several traffic studies in this area and it was finally acknowledged last summer that we do in fact have a dangerous traffic problem in our area and have been put on the waiting list for speed tables. In addition to this we are on the police department's extra patrol list to try to deter some of the negative driver habits.

All this said, we are now looking at a developer requesting that the property at the corner of Stonebridge and Hwy 16 (the open field on the right if facing south) be rezoned from Single Family Residence to Commercial Neighborhood C-1. The left corner of the same area was already zoned C-1 and has been approved for small shops to be added. You can only imagine the added traffic nightmare this current rezoning request could potentially cause.

I have been in contact with our alderperson Brenda Thiel. Brenda's recommendation is that all those opposed unite and let our desires for our neighborhood be heard. She further states that in addition to Planning Commission approval the request would have to be approved by the City Council. Brenda let me know that if we are opposed to this because of the traffic issue it could have a good chance of not passing Council approval, but we need to let them know where our neighborhood stands on the issue.

Additionally, Sgt Gabbard who has worked closely with Holly on the traffic study issue has agreed to forward notification of our cause to Captain Johnson. They are well aware of the already over-taxed traffic in the area and review rezoning petitions.

I am asking that anyone who can attend the hearing for the rezoning petition please attend. I have attached a copy of the meeting notice. In addition, I am *also* collecting signatures of residents who oppose the Rezoning Petition to further emphasize to the Commission that we want control of our neighborhood and to encourage responsible planning for Fayetteville.

If you received this letter I have been unable to meet you personally. I would ask that if you support our plight to please indicate so by signing the bottom of this letter and returning it to me. Signing the letter obligates you to nothing more than requesting that the Rezoning Petition be denied. You can either drop it in my mail box 574 Sherlock, call me and I'll pick it up 571-8174 or email the statement of your opposition to accounting@daviswrightlaw.com. Please let me know of your support even if you plan on attending the meeting so I can compile a collection of denial requests and let the commission know where we stand as a group. Thank you in advance for you support.

I/we Hollie Gerstner
request that the Planning Commission deny Rezoning Petition# 06-2088 for rezonging NW Hwy 16/Stonebridge from RSF-4 to C-1.
My address is 2808 E Wyman RD located in the above neighborhood.
FAY AR 72701

To: Wyman/Stonebridge Residents

My name is Teresa Kolb. I live on Sherlock Ave (off Stonebridge). I have been a resident of the neighborhood for 7 years. In that time I have watched the traffic congestion, speeding, cut-throughs and driver aggression steadily increase in our area. I started a campaign back in 2000 to try to bring the then early problems to the attention of the City. Since that time I have worked in conjunction with Holly (Wyman/Stonebridge Assoc.) to further bring the growing traffic problem to the attention of the City.

There have been several traffic studies in this area and it was finally acknowledged last summer that we do in fact have a dangerous traffic problem in our area and have been put on the waiting list for speed tables. In addition to this we are on the police department's extra patrol list to try to deter some of the negative driver habits.

All this said, we are now looking at a developer requesting that the property at the corner of Stonebridge and Hwy 16 (the open field on the right if facing south) be rezoned from Single Family Residence to Commercial Neighborhood C-1. The left corner of the same area was already zoned C-1 and has been approved for small shops to be added. You can only imagine the added traffic nightmare this current rezoning request could potentially cause.

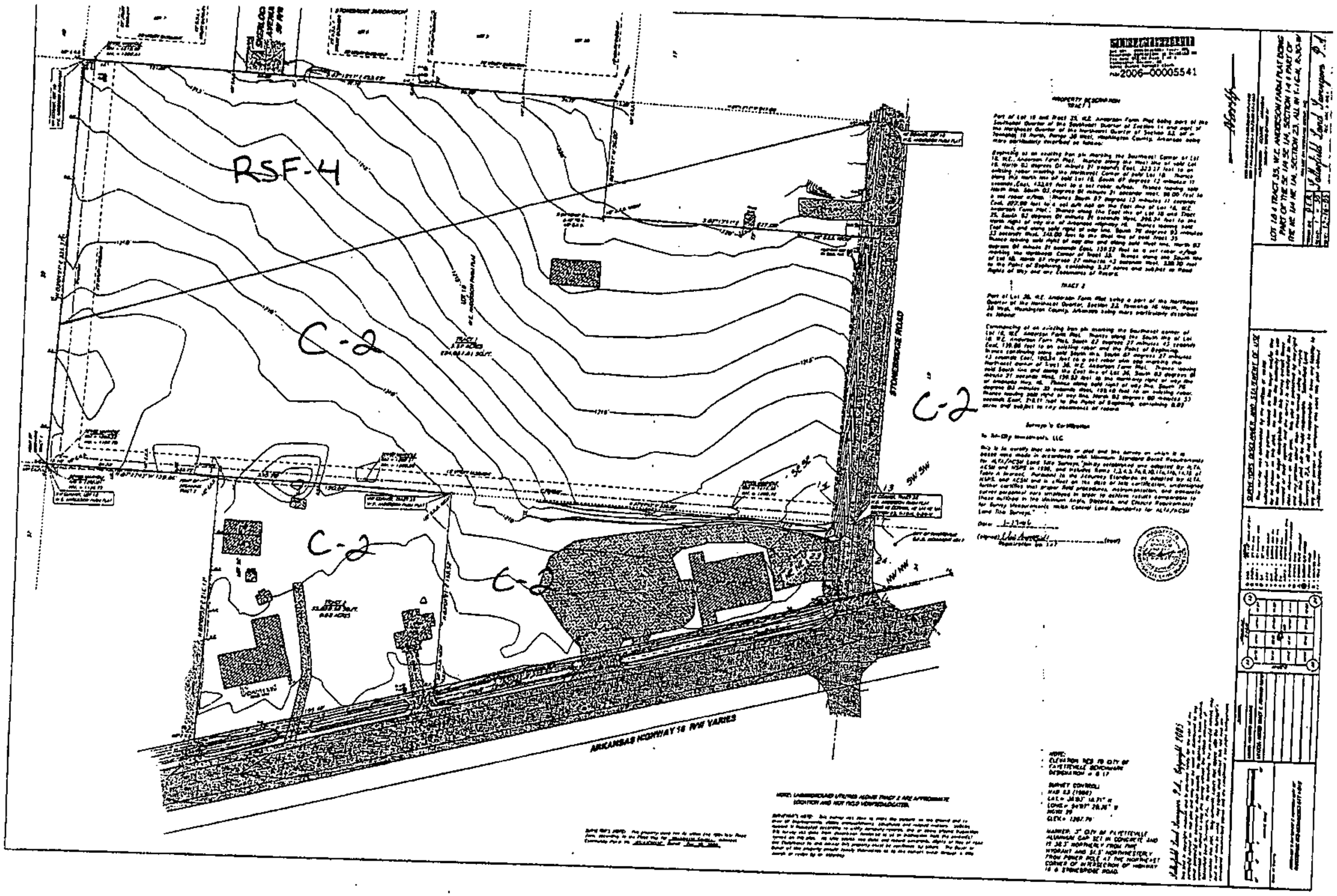
I have been in contact with our alderperson Brenda Thiel. Brenda's recommendation is that all those opposed unite and let our desires for our neighborhood be heard. She further states that in addition to Planning Commission approval the request would have to be approved by the City Council. Brenda let me know that if we are opposed to this because of the traffic issue it could have a good chance of not passing Council approval, but we need to let them know where our neighborhood stands on the issue.

Additionally, Sgt Gabbard who has worked closely with Holly on the traffic study issue has agreed to forward notification of our cause to Captain Johnson. They are well aware of the already over-taxed traffic in the area and review rezoning petitions.

I am asking that anyone who can attend the hearing for the rezoning petition please attend. I have attached a copy of the meeting notice. In addition, I am *also* collecting signatures of residents who oppose the Rezoning Petition to further emphasize to the Commission that we want control of our neighborhood and to encourage responsible planning for Fayetteville.

If you received this letter I have been unable to meet you personally. I would ask that if you support our plight to please indicate so by signing the bottom of this letter and returning it to me. Signing the letter obligates you to nothing more than requesting that the Rezoning Petition be denied. You can either drop it in my mail box 574 Sherlock, call me and I'll pick it up 571-8174 or email the statement of your opposition to accounting@daviswrightlaw.com. Please let me know of your support even if you plan on attending the meeting so I can compile a collection of denial requests and let the commission know where we stand as a group. Thank you in advance for you support.

I/we Lynn Robbins & Dennis Robbins
request that the Planning Commission deny Rezoning Petition# 06-2088 for rezonging NW Hwy 16/Stonebridge from RSF-4 to C-1.
My address is 473 SO. STONEBRIDGE RD located in the above neighborhood.

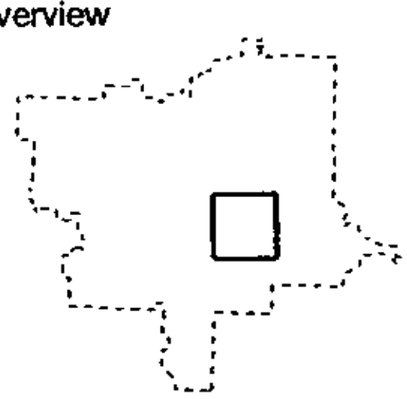

RSF-4
C-2
C-2
C-2
C-2
STONEBRIDGE ROAD
ARKANSAS HIGHWAY 16 R/W VARIES
2006-00005541

RZN06-2088

One Mile View

TRI-CITY INVESTMENTS

Overview



Legend

Subject Property

RZN06-2088

Boundary

Planning Area

Overlay District

Outside City

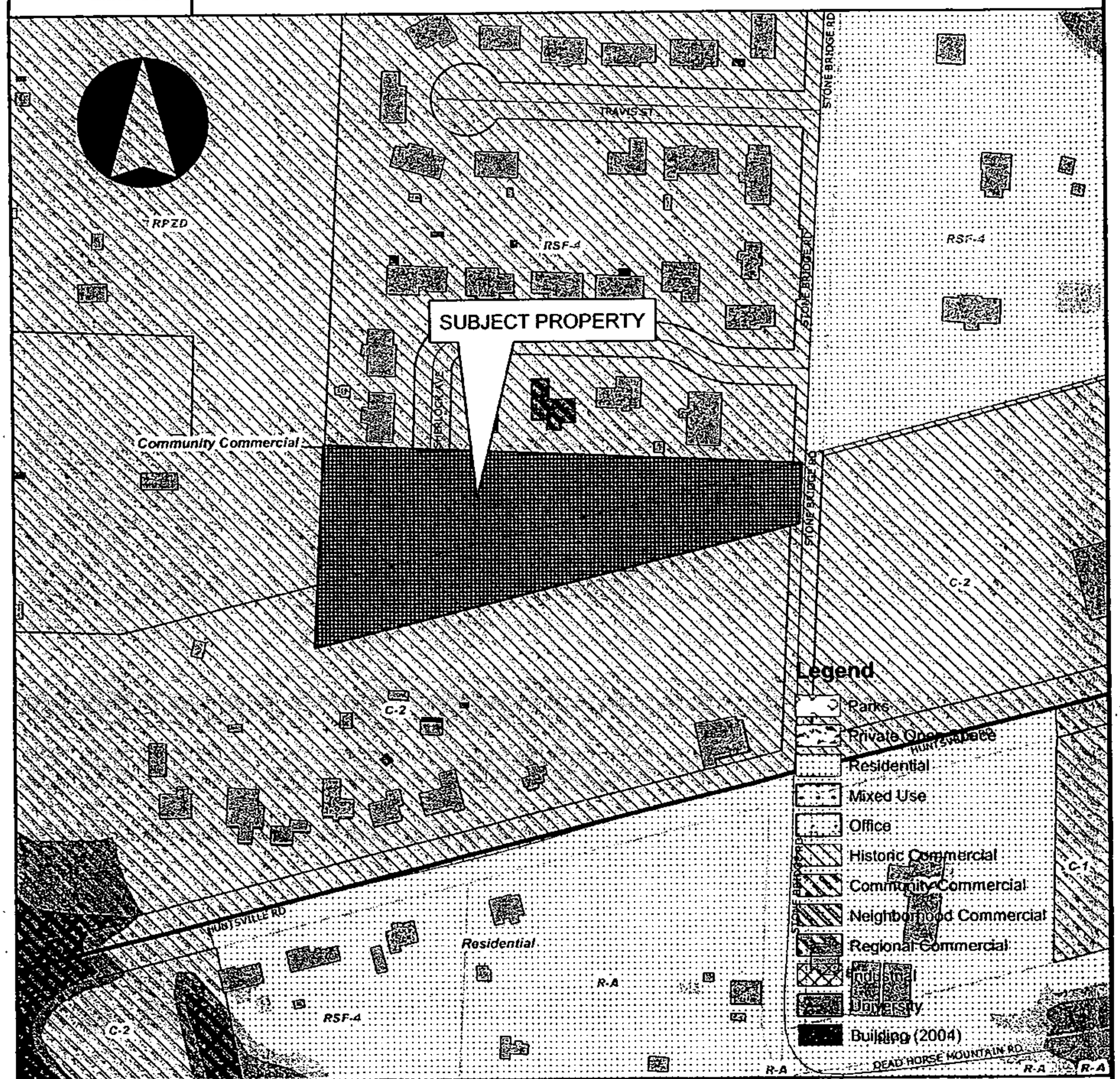
Legend

0 0.125 0.25 0.5 0.75 1 Miles

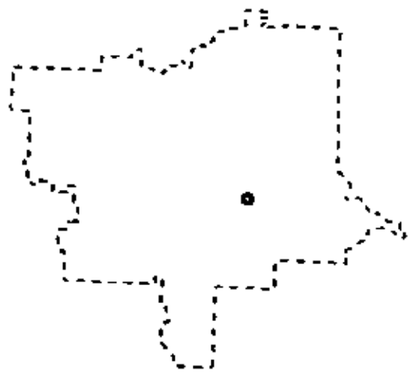
RZN06-2088

Future Land Use

TRI-CITY INVESTMENTS



Overview



Legend

Subject Property

RZN06-2088

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

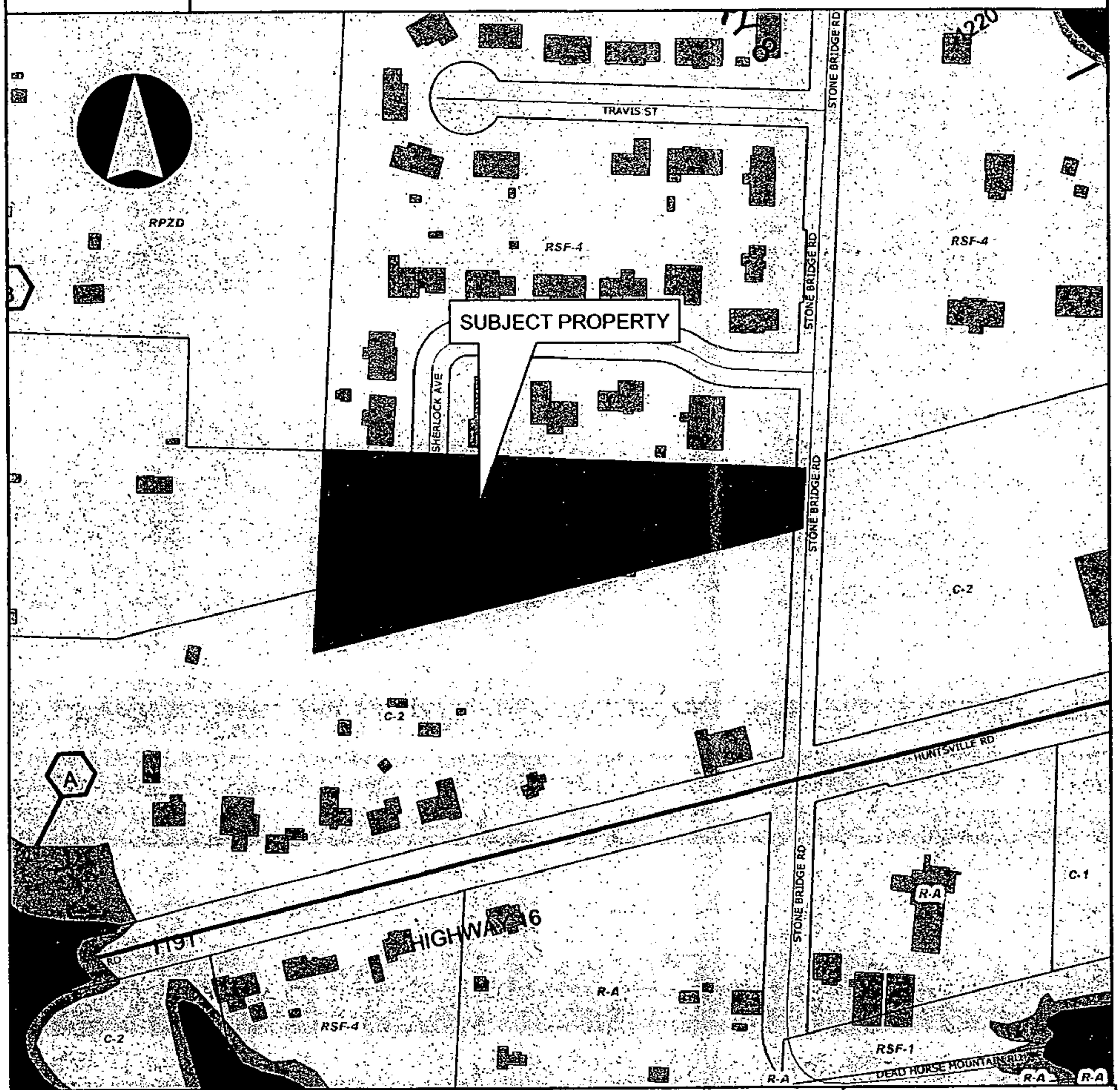
Legend

0 75 150 300 450 600 Feet

RZN06-2088

Close Up View

TRI-CITY INVESTMENTS



Overview

Legend

Overlay District
FLOODWAY
500 YEAR
100 YEAR
LIMIT OF STUDY
BaseLine Profile
Fayetteville
Outside City
RZN06-2088
vector.GDB.Footprint_2004
Hillside-Hilltop Overlay District

0 75 150 300 450 600 Feet