

Aldermen

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



Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
September 19, 2006**

A meeting of the Fayetteville City Council will be held on September 19, 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**

Nominating Committee Report

A. CONSENT:

- 1. Approval of the July 17, 2006 City Council and Planning Commission joint meeting and the August 15, 2006 City Council meeting minutes.**

The July 17, 2006 minutes were removed from the Consent Agenda. The minutes for the August 15, 2006

- 2. Time Striping, Inc:** A resolution approving a contract with Time Striping, Inc. in the amount of \$29,504.70 for Airport Parking Lot Rehabilitation; approving a ten percent project contingency in the amount of \$2,950.00; and approving a budget adjustment in the amount of \$35,296.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 152-06.

3. **Garver Engineers, LLC; Van Asche Drive Extension Project:** A resolution approving an amendment to the contract with Garver Engineers, LLC in the amount of \$135,750.00 for Construction Phase Services on the Van Asche Drive Extension Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 153-06.

4. **Garver Engineers, LLC; Mount Comfort from I-540 to Ruppel Road:** A resolution approving a contract with Garver Engineers, LLC in an amount not to exceed \$320,050.00 for traffic studies, design surveys, and conceptual design services for Mount Comfort Road from I-540 to Ruppel Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 154-06.

5. **Arkansas & Missouri Railroad Safety Improvements:** A resolution approving payment to the Arkansas & Missouri Railroad in an amount not to exceed \$362,000.00 for safety improvements to the crossing at Van Asche Drive and Gregg Avenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 155-06.

6. **Wayne Gentry d/b/a Nu Look Contract Amendment:** A resolution approving Amendment #1 to the contract with Wayne Gentry d/b/a Nu Look in an amount not to exceed \$20,000.00 to continue the Redevelopment Program through the end of 2006.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 156-06.

7. **Northwest Arkansas Housing Coalition Ten-Year Plan To Reduce Homelessness:** A resolution supporting the development of the Northwest Arkansas Housing Coalition Ten-Year Plan to Reduce Homelessness.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 157-06.

8. **Animal Services Building Contract:** A resolution approving a contract with Roberts-McNutt, Inc. in the amount of \$43,817.00 to re-roof the Animal Services Building; and approving a project contingency in the amount of \$4,382.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 158-06.

B. UNFINISHED BUSINESS:

1. **Annexation of Island Surrounded by the City of Fayetteville and Farmington:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4923.

2. **Annexation of Island Surrounded by the City of Fayetteville:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of the City of Fayetteville, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4924.

3. **ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*

THIS ITEM WAS TABLED TO OCTOBER 3, 2006 CITY COUNCIL MEETING.

4. **First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville. *This resolution was Tabled at the September 5, 2006 City Council Meeting to the September 19, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 159-06.

5. **ANX 06-2183 Lierly Lane Subdivision:** An ordinance annexing that property described in annexation petition ANX 06-2183 (CC2006-16), for a part of Lierly Lane Subdivision located south of Lierly Lane, containing approximately 20 acres. *This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4925

6. **RZN 06-2184 Lierly Lane Subdivision:** An ordinance rezoning that property described in rezoning petition RZN 06-2184 for approximately 20 acres, a part of Lierly Lane Subdivision located south of Lierly Lane 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 September 5, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4926.

7. **RZN 06-2181 Life Covenant Church:** An ordinance rezoning that property described in rezoning petition RZN 06-2181, for approximately 1.36 acres, located at 1855 Porter Road 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 September 5, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4927.

C. NEW BUSINESS:

1. **RZN 06-2199 Red Arrow Downzoning:** An ordinance rezoning that property described in rezoning petition RZN 06-2199, for approximately 88 individual properties, located south of Eighteenth Street, east of I-540, and west of Razorback Road from RMF-24, Residential Multi-Family, 24 units per acre to RSF-4, Residential Single Family, 4 units per acre.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4928.

2. **RZN 06-2201 Mariscal:** An ordinance rezoning that property described in rezoning petition RZN 06-2201, for approximately 1.50 acres, located at 4041 Wedington Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial.

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

3. **Sweetser Construction Contract:** A resolution approving a construction contract with Sweetser Construction in the amount of \$3,165,079.80 for the Van Asche Drive extension project; approving a project contingency in the amount of \$158,254.00; and approving a budget adjustment in the amount of \$2,173,496.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 160-06.

4. **Amend § 117.41 of the Code of Fayetteville – Taxicabs:** An ordinance to amend § 117.41 of the Code of Fayetteville to eliminate the administrative fee for replacement taxicabs.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4929.

5. **Cherokee Nation Contract Amendment #1:** A resolution approving Contract Amendment # 1 to the contract with the Cherokee Nation to provide the combined services of receiving, handling, hauling and disposing of municipal residential and commercial waste at the City of Fayetteville's transfer station.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 161-06.

D. INFORMATIONAL:

City Council Tour: None

Meeting adjourned at 10:25 p.m.

Adjourn 10:25 PM

Subject: Roll					
Motion To:					
Motion By:					
Seconded:					
Lucas Rhoads were absent until 6:05 PM	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Mayor Coody	absent			

7-0

Subject: Nominating Committee Report					
Motion To:		Approve	Amend Report to add another person.		
Motion By:		Cook	Thiel		
Seconded:		Reynolds	Reynolds		
passed Amendment failed	Ferrell	✓	N		
	Lucas	✓	N		
	Jordan	✓	N		
	Reynolds	✓	✓		
	Thiel	✓	✓		
	Cook	✓	N		
	Rhoads	✓	✓		
	Mayor Coody				

7-0

Failed

Subject: B.H. Consent					
Motion To:		Approve			
Motion By:		Reynolds			
Seconded:		Cook			
July 17 Minutes removed	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
August 15 Minutes approved passed	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Mayor Coody				
passed	Res. 152-06 to 158-06 7-0				

Subject: Annexation of Island - City of Fayetteville & Jarnagin					
Motion To:		3rd read	Pass		
Motion By:		Reynolds			
Seconded:		Ferrell			
B.I. Unfinished	Ferrell	✓	✓		
	Lucas	✓	✓		
	Jordan	✓	✓		
	Reynolds	✓	✓		
passed	Thiel	✓	✓		
	Cook	✓	N		
	Rhoads	✓	✓		
	Mayor Coody				
4923					

7-0

6-1

Subject: Annexation Annexation of Island - City of Fayetteville					
Motion To:		3rd read			
Motion By:		Reynolds			
Seconded:		Ferrell			
B.2. Unfinished passed 4924	Ferrell	✓	✓		
	Lucas	✓	✓		
	Jordan	✓	✓		
	Reynolds	✓	✓		
	Thiel	✓	✓		
	Cook	✓	N		
	Rhoads	✓	✓		
	Mayor Coody				

7-0

6-1

Subject: ADM 06-1955, 06-1956 Amended Title XV					
Motion To:		3rd read			Downtown Master
Motion By:		Thiel			Plan
Seconded:		Reynolds Cook			Zoning Districts
B.3. Unfinished passed	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Mayor Coody				

7-0

Subject: ADM ADM - 06-1955, 06-1956 Amend Title XV					
Motion To:		Amend as	Alderman Cook suggested		
Motion By:		Cook			
Seconded:		Ferrell			
B.3. Unfinished Amendment Passed Amendment	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Mayor Coody				

7-0

Subject: ADM 06-1955, 06-1956 Amend Title XV					
Motion To:		Reconsider the Greg House Area			
Motion By:		Reynolds			
Seconded:		Rhoads			
B.3. Unfinished Reconsider Passed	Ferrell	✓			
	Lucas	N			
	Jordan	N			
	Reynolds	✓			
	Thiel	✓			
	Cook	N			
	Rhoads	✓			
	Mayor Coody				

4-3

Subject: ADM ADM - 06-1955, 06-1956 AMEND Title XV					
Motion To:		Approve Amendments			
Motion By:					
Seconded:					
B.3. Unfinished Amendments passed	Ferrell	✓			
	Lucas	N			
	Jordan	N			
	Reynolds	✓			
	Thiel	✓			
	Cook	N			
	Rhoads	✓			
	Mayor Coody				

4-3

Subject: ADM - 06-1955, 06-1956 Amend Title XV					
Motion To:		Amend Map to leave Maple, Reagan, Lafayette & Gregg Streets out of the Master Plan			
Motion By:		Ferrell			
Seconded:		Reynolds			
B.3. Unfinished Amend Map failed	Ferrell	✓			
	Lucas	✓			
	Jordan	N			
	Reynolds	✓			
	Thiel	N			
	Cook	N			
	Rhoads	N			
	Mayor Coody				

3-4
failed

Subject: 000 ADM 06-1955, 06-1956 Title XV					
Motion To:	Amend (Regan Street Area)	Re-Zone to Downtown General	Admendment was tabled until		
Motion By:		Lucas			the next meeting
Seconded:		Thiel			
B.3. Unfinished Tabled to 10/3/06	Ferrell		N		
	Lucas		✓		
	Jordan		✓		
	Reynolds	Tabled	N		
	Thiel		✓		
	Cook		✓		
	Rhoads		N		
	Mayor Coody				

4-3

Subject: ADM 06-1955, 06-1956 Title XV					
Motion To:		Table Ordinance until the next City Council Meeting			
Motion By:		Cook			
Seconded:		Thiel			
B.3. Unfinished Tabled until 10/3/06	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Mayor Coody				

Subject: Code First Security Bancorp Contract					
Motion To:		Approve			
Motion By:		Rhoads			
Seconded:		Ferrell			
B.4. Unfinished <u>Passed</u> 159-06	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	N			
	Cook	N			
	Rhoads	✓			
	Mayor Coody				

5-2

Subject: ANX - 06-2183 Lierly Lane					
Motion To:		3rd read		Pass	
Motion By:		Rhoads			
Seconded:		Ferrell			
B.5. Unfinished <u>Passed</u> 4925	Ferrell	✓		✓	
	Lucas	✓		✓	
	Jordan	✓		✓	
	Reynolds	✓		✓	
	Thiel	✓		✓	
	Cook	absent during the vote		N	
	Rhoads	✓		✓	
	Mayor Coody				

6-0

6-1

Subject: Roll RZN 06-2184 Lierly Lane Subdivision					
Motion To:		3rd read		Pass	
Motion By:		Lucas			
Seconded:		Ferrell			
B.6. Unfinished passed 4926	Ferrell	✓		✓	
	Lucas	✓		✓	
	Jordan	✓		✓	
	Reynolds	✓		N	
	Thiel	✓		✓	
	Cook	✓		N	
	Rhoads	✓		✓	
	Mayor Coody				

7-0

5-2

Subject: RZN 06-2181 Life Covenant Church					
Motion To:		3rd read	Pass		
Motion By:		Lucas			
Seconded:		Ferrell			
B.7. Unfinished passed 4927	Ferrell	✓	✓		
	Lucas	✓	✓		
	Jordan	✓	✓		
	Reynolds	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Rhoads	✓	✓		
	Mayor Coody				

7-0

7-0

Subject: RZN RZN 06-2199 Red Arrow Downzoning					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Cook	Cook		
Seconded:		Lucas	Lucas		
C.1. New Business <u>Passed</u> 4928	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Coody				

7-0

7-0

7-0

Subject: RZN 06-2201 Mariscal					
Motion To:		2nd Read			
Motion By:		Lucas			
Seconded:		Ferrell			
C.2. New Business Left on the Second Reading	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Mayor Coody				

7-0

Subject: XXXX Sweetser Construction Contract					
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Lucas			
C.3. New Business <u>Passed</u> 160-06	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Mayor Coody				

7-0

Subject: Amend 117.41 of the Code of Fayetteville Taxicals					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Ferrell	Reynolds		
Seconded:		Lucas	Ferrell		
C.4. New Business <u>Passed</u> 4929	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Coody				

7-0

7-0

7-0

Subject: Red Cherokee Nation Contract Amendment # 1					
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Thiel			
C.S. New Business <u>passed</u> 161-06	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Mayor Coody				

7-0

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

Agenda Session
9/12/06

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



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**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
September 19, 2006**

A meeting of the Fayetteville City Council will be held on September 19, 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**

Add: Nominating Committee
Report

**Progress Report on Classification and Compensation System Project – Phase II
Management Advisory Group. – Agenda Session Only**

**Downtown Partners – City Council Progress Report – Daniel Hintz, Executive Director,
Downtown Partners. – Agenda Session Only**

County Ambulance Committee Discussion. – Hugh Earnest, Agenda Session Only

A. CONSENT:

- July 17, 2006 City Council/ Planning Commission*
August 15, 2006 City Council
1. Approval of the ~~September 5, 2006~~ City Council meeting minutes.
 2. **Time Striping, Inc:** A resolution approving a contract with Time Striping, Inc. in the amount of \$29,504.70 for Airport Parking Lot Rehabilitation; approving a ten percent project contingency in the amount of \$2,950.00; and approving a budget adjustment in the amount of \$35,296.00.
 3. **Garver Engineers, LLC; Van Asche Drive Extension Project:** A resolution approving an amendment to the contract with Garver Engineers, LLC in the amount of \$135,750.00 for Construction Phase Services on the Van Asche Drive Extension Project.

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5. **Arkansas & Missouri Railroad Safety Improvements:** A resolution approving payment to the Arkansas & Missouri Railroad in an amount not to exceed \$362,000.00 for safety improvements to the crossing at Van Asche Drive and Gregg Avenue.
6. **Wayne Gentry d/b/a Nu Look Contract Amendment:** A resolution approving Amendment #1 to the contract with Wayne Gentry d/b/a Nu Look in an amount not to exceed \$20,000.00 to continue the Redevelopment Program through the end of 2006.
7. **Northwest Arkansas Housing Coalition Ten-Year Plan To Reduce Homelessness:** A resolution supporting the development of the Northwest Arkansas Housing Coalition Ten-Year Plan to Reduce Homelessness.
8. **Animal Services Building Contract:** A resolution approving a contract with Roberts-McNutt, Inc. in the amount of \$43,817.00 to re-roof the Animal Services Building; and approving a project contingency in the amount of \$4,830.00.

B. UNFINISHED BUSINESS:

1. **Annexation of Island Surrounded by the City of Fayetteville and Farmington:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
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D. INFORMATIONAL:

City Council Tour: September 18, 2006 -4:30 PM

Add: Amend Section 117.41 (C.4.)
Cherokee Nation Amendment #1 (C.5.)

Pre-Agenda Session 9-6-06

Aldermen

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**Progress Report on Classification and Compensation System Project – Phase II
Management Advisory Group. – Agenda Session Only**

**Downtown Partners – City Council Progress Report – Daniel Hintz, Executive Director,
Downtown Partners. – Agenda Session Only**

County Ambulance Committee Discussion. – Hugh Earnest, Agenda Session Only

Mayor wants to add item for Agenda Session Only

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1. **Annexation of Island Surrounded by the City of Fayetteville and Farmington:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
2. **Annexation of Island Surrounded by the City of Fayetteville:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of the City of Fayetteville, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
3. **ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
4. **First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville. *This resolution was Tabled at the September 5, 2006 City Council Meeting to the September 19, 2006 City Council Meeting.*

5. **ANX 06-2183 Lierly Lane Subdivision:** An ordinance annexing that property described in annexation petition ANX 06-2183 (CC2006-16), for a part of Lierly Lane Subdivision located south of Lierly Lane, containing approximately 20 acres. *This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
6. **RZN 06-2184 Lierly Lane Subdivision:** An ordinance rezoning that property described in rezoning petition RZN 06-2184 for approximately 20 acres, a part of Lierly Lane Subdivision located south of Lierly Lane 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 September 5, 2006 City Council Meeting.*
7. **RZN 06-2181 Life Covenant Church:** An ordinance rezoning that property described in rezoning petition RZN 06-2181, for approximately 1.36 acres, located at 1855 Porter Road 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 September 5, 2006 City Council Meeting.*

C. NEW BUSINESS:

1. **RZN 06-2199 Red Arrow Downzoning:** An ordinance rezoning that property described in rezoning petition RZN 06-2199, for approximately 88 individual properties, located south of Eighteenth Street, east of I-540, and west of Razorback Road from RMF-24, Residential Multi-Family, 24 units per acre to RSF-4, Residential Single Family, 4 units per acre.
2. **RZN 06-2201 Mariscal:** An ordinance rezoning that property described in rezoning petition RZN 06-2201, for approximately 1.50 acres, located at 4041 Wedington Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial.
3. **Sweetser Construction Contract:** A resolution approving a construction contract with Sweetser Construction in the amount of \$3,165,079.80 for the Van Asche Drive extension project; approving a project contingency in the amount of \$158,254.00; and approving a budget adjustment in the amount of \$2,173,496.00.

D. INFORMATIONAL:

City Council Tour: September 18, 2006 -4:30 PM

August 18, 2006

County Ambulance Committee Discussion. – Hugh Earnest, Agenda Session Only

City Council Agenda September 5, 2006

Alderman Jordan and Alderman Lucas approved Hugh Earnest presenting this discussion at agenda session.

Sondra Smith

Moved to Sept. 19 CC mtg 8/29/06

From: Tim Conklin
To: Hintz, Daniel; Smith, Sondra
Date: 8/7/06 11:41AM
Subject: Downtown Partners City Council Progress Report

Sondra - Please add to the August 29, 2006 **agenda session only** a 15 minute presentation for:

Downtown Partners - City Council Progress Report - Daniel Hintz, Executive Director, Downtown Partners

Tim Conklin, AICP
Director of Planning and Development Management
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Phone: 479-575-8267
Fax: 479-575-8202

planning@ci.fayetteville.ar.us

CC: Coody, Dan; Coody, Dan; Dumas, Gary; Thomas, Susan

Moved to Sept. 19 CC mtg 8/29/06

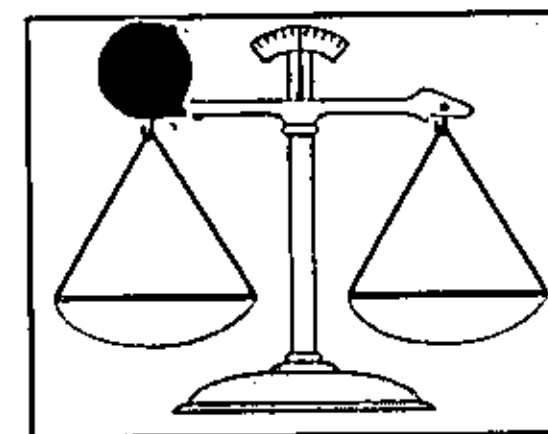
From: Michele Bechhold
To: Wood, Amber
Date: 7/26/06 11:22AM
Subject: Agenda Item

Please include the following item on the Council agendas beginning with August 15 meeting date and continuing through September 19 meeting date.

Progress Report on Classification and Compensation System Project - Phase II Management Advisory Group. - Agenda Session Only

Thanks,
Michele

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



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody, Mayor**

THRU: **Sondra Smith, City Clerk**

FROM: **Kit Williams, City Attorney**

A handwritten signature in dark ink, appearing to read 'Kit Williams', written over a horizontal line.

DATE: **September 20, 2006**

RE: **Passed Ordinances and Resolutions from City Council meeting
of September 19, 2006**

1. **Time Striping, Inc.:** Resolution approving contract w/Time Striping, Inc. in amount of \$29,504.70 for Airport Parking Lot Rehabilitation; approving 10% contingency in amount of \$2,950.00 and budget adjustment in amount of \$35,296.00;
2. **Garver Engineers – Van Asche Dr. project:** Resolution approving amendment to contract w/Garver Engineers in amount of \$135,750.00 for construction phase services on Van Asche Dr. extension project;
3. **Garver Engineers – Mt. Comfort from I-540 to Ruppel Road:** Resolution approving contract w/Garver Engineers in amount not to exceed \$320,050.00 for traffic studies, design surveys and conceptual design services for Mt. Comfort Rd. from I-540 to Ruppel Road;
4. **AR & MO RR Safety Improvements:** Resolution approving payment to AR & MO Railroad in amount not to exceed \$362,000.00 for safety improvements to crossing at Van Asche Dr & Gregg Ave.;
5. **Wayne Gentry d/b/a Nu Look Contract Amendment:** Resolution approving Amendment #1 to contract in amount not to exceed \$20,000.00 to continue Redevelopment Program through end of 2006;
6. **NWA Housing Coalition Ten-Year Plan To Reduce Homelessness:** Resolution supporting development of NWA Housing Coalition Ten-Year Plan to Reduce Homelessness;
7. **Animal Services Building Contract:** Resolution approving contract w/Roberts-McNutt, Inc. in amount of \$43,817.00 to re-roof Animal Services Bldg and approving contingency in amount of \$4,382.00;

8. **Annexation of Island surrounded by City of Fayetteville and Farmington:** Ordinance annexing into City of Fayetteville a parcel of land completely surrounded by incorporated limits of Fayetteville & City of Farmington;
9. **Annexation of Island surrounded by City of Fayetteville:** Ordinance annexing into City of Fayetteville a parcel of land completely surrounded by incorporated limits of Fayetteville;
10. **First Security Bancorp Contract:** Resolution approving five-year contract w/First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to City of Fayetteville;
11. **ANX 06-2183:** Ordinance annexing property described in ANX 06-2183 (CC2006-16), for part of Lierly Lane Subdivision located south of Lierly Lane, containing approximately 20 acres;
12. **RZN 06-2184:** Ordinance rezoning property described in RZN 06-2184 for approximately 20 acres, part of Lierly Lane Subdivision located south of Lierly Lane from R-A, Residential Agricultural, to RSF-4, Residential Single Family, 4 units per acre;
13. **RZN 06-2181:** Ordinance rezoning property described in RZN 06-2181 for approximately 1.36 acres, located at 1855 Porter Road from R-A, Residential Agricultural, to RSF-4, Residential Single Family, 4 units per acre;
14. **RZN 06-2199:** Ordinance rezoning property described in RZN 06-2199 for approximately 88 individual properties, located south of Eighteenth Street, east of I-540, and west of Razorback Road from RMF-24, Residential Multi-Family, 24 units per acre to RSF-4, Residential Single Family, 4 units per acre;
15. **Sweetser Construction Contract:** Resolution approving contract w/Sweetser in amount of \$3,165,079.80 for Van Asche Dr. extension project, contingency in amount of \$158,254.00 and budget adjustment in amount of \$2,173,496.00;
16. **Amend §117.41 of Code of Fayetteville – Taxicabs:** Ordinance amending §117.41 of Code of Fayetteville to eliminate administrative fee for replacement taxicabs;
17. **Cherokee Nation Contract Amendment #1:** Resolution approving Contract Amendment #1 w/Cherokee Nation to provide combined services of receiving, handling, hauling and disposing of municipal residential and commercial waste at City of Fayetteville's transfer station.

Nominating Committee Report
Meeting: Monday, September 11, 2006
Room 111, City Hall 5:00 p.m.
Members Present – Kyle Cook, Shirley Lucas, and Brenda Thiel

The following is being submitted to the entire City Council for consideration.

Construction Board of Adjustments and Appeals

The Committee recommends the following candidate for appointment:

- *Teresa Kolb* – One unexpired alternate term ending 3/31/07.

Environmental Concerns Committee

The Committee recommends the following candidates for appointment:

- *Nancy Varvil* – One unexpired citizen-at-large term ending 12/31/06.
- *Scott Longing* – One unexpired citizen-at-large term ending 12/31/08.

Telecommunications Board

The Committee recommends the following candidate for appointment:

- *Richard Drake* – One unexpired term ending 6/30/10.

Aldermen

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

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



**City of Fayetteville Arkansas
City Council
Meeting Minutes
August 15, 2006**

A meeting of the Fayetteville City Council was held on August 15, 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, Mayor Dan Coody, Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

CONSENT:

Approval of the July 17, 2006 Special City Council meeting minutes and the August 1, 2006 City Council meeting minutes.

The July 17, 2006 City Council Meeting Minutes were removed from the Agenda by City Clerk Sondra Smith.

The August 1, 2006 City Council Meeting Minutes were approved.

Personnel Policy Crisis Leave: A resolution amending the City of Fayetteville's Crisis Leave Policy.

This item was removed from Consent and moved to New Business.

Crossland Heavy Contractors, Inc: A resolution approving a contract with Crossland Heavy Contractors, Inc. in the amount of \$908,710.00 for 24" Water Main Replacement Project (W. Custer Lane/Morningside Drive); approving a project contingency in the amount of \$90,000.00; and approving a budget adjustment in the amount of \$214,700.00.

Resolution 134-06 as Recorded in the Office of the City Clerk.

Alderman Jordan moved to approve the Consent Agenda as read with the July 17, 2006 minutes removed and the Personnel Policy Crisis Leave agenda item moved to New Business. **Alderman Lucas** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Rhoads** was absent.

NEW BUSINESS:

Personnel Policy Crisis Leave: A resolution amending the City of Fayetteville's Crisis Leave Policy.

Fire Chief Tony Johnson asked the City Council to amend the crisis leave to allow 48 hours for firefighters; he stated we reference it as hours instead of days off because we work a 24 hour shift over a 72 hour period which is 24 on 48 off. I believe this is an equity issue with regards to the firefighters and all employees. I have talked this over with staff as well as with Firefighters Association President Dean Matthews who is here tonight. We believe this is more in line with the intent of the City Policy that any time we can recognize the working days of a firefighter that we refer to it with regards to city policy and ours.

Mayor Coody: So this makes it more equitable with the general employee base.

Alderman Marr moved to amend the resolution as proposed by City Attorney Kit Williams. **Alderman Rhoads** seconded the motion. Upon roll call the motion passed unanimously.

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

Resolution 135-06 as Recorded in the Office of the City Clerk.

Alderman Lucas: I would like to add something to the agenda. We are going to put in motion the bringing in of the island annexation that's in Ward 4 in the west part of the Fayetteville boundaries. What we need to do is get it started and then we'll have a public meeting and then we won't do anything about the ordinance until September 19th but this is just to get the process going.

Kit Williams pointed out that there were two separate ordinances.

Alderman Lucas moved to add the two island annexation ordinances to the agenda. Alderman Jordan seconded the motion. Upon roll call the motion passed unanimously.

Island Annexation: An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas.

City Attorney Kit Williams read the ordinance.

Kit Williams: I attached the map with that ordinance but GIS has provided an improved map and I will hand that out.

Ron Woodruff, a representative of several of the property owners asked Kit if this includes the annexation for all of Charlie Sloan's property.

Kit Williams: Actually Mr. Sloan's property has already been annexed into the City, that includes the property around this property within that island that Farmington was considering recently until Mr. Sloan's property became annexed into the City of Fayetteville.

Ron Woodruff: Does it also include some property south of Mr. Sloan's property in that annexation?

Kit Williams: It does. It does not include the small island that Farmington annexed last night.

Ron Woodruff: I had the pleasure of representing several of the property owners in the properties south of Mr. Sloan. We went to a public hearing at Farmington. There were six to eight people that spoke and not a single one wants to be annexed into the City of Farmington. We strongly want to encourage you to pursue this matter with all diligence and to bring these people within the City of Fayetteville.

Mayor Coody asked Ron to point out the reasons why the folks want to come into Fayetteville.

Ron Woodruff: The reasons they gave was that they thought the tax millage in Farmington would far exceed the Fayetteville tax millage and the water cost, sewer, fire protection and street maintenance.

Ted Youmans stated that if this area is not taken into Fayetteville it's going to create more confusion than what there already is. This is going to save me money if you will move forward with this motion. My property borders the Sloan property on two sides and I have been waiting 16 years for this and it's a long awaited day for me.

Marios Rankin: We are on the other side of Double Springs and am very much in favor of an annexation. I hope that you will give serious consideration to a yes vote in favor of this.

Kit Williams: We will have to leave this on the first reading. We will have to have a public hearing at the next City Council Meeting. Mr. Conklin is ready to send out the notices as

required by the statute. After the hearing on the second meeting in September the City Council can actually consider whether or not they want to go forward with this ordinance.

This ordinance was left on the first reading.

Island Annexation: An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of the City of Fayetteville, Arkansas.

Kit Williams: I do have a better map for that also. It is a much smaller parcel, its north of the area that we just spoke about.

City Attorney Kit Williams read the ordinance.

This ordinance was left on the first reading.

RZN 06-2172 Dunnerstock: An ordinance rezoning that property described in rezoning petition RZN 06-2172 for approximately 19.98 acres, located west of Ruppel Road, east of Meadowlands Subdivision, from R-A Residential-Agricultural, RSF-1, Residential Single Family, 1 unit per acre, and C-2 Thoroughfare Commercial to C-1, Neighborhood Commercial, RMF-12, Residential Multi-Family, 12 units per acre, and RSF-7, Residential Single Family, 7 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Current Planning gave a brief description of the ordinance. He stated that staff recommended approval of this rezoning request.

Alderman Lucas: This isn't a PZD, this is just rezoning these three parcels, and nothing is in stone there?

Jeremy Pate: That's correct. They have submitted a pretty detailed Bill of Assurance that discusses that they will have connectivity to adjacent properties and that the overall development will be compatible with the Wellspring Development which is across Ruppel Road to the east. We are trying to initiate a lot of those discussions with the future development of the property. The applicants did submit a Planned Zoning District initially after that meeting, however this particular applicant is not intending on developing all that property so it was very hard for them to commit to any kind of drawing.

Alderman Lucas: So he is getting it rezoned to sell?

Jeremy Pate: That's correct.

Alderman Cook: I agree with Shirley, I would much rather see a PZD but at least we are seeing a mix of zoning here instead of one single zoning. Especially on this one location which is rapidly becoming a commercial node in this part of Fayetteville. I would much rather see a PZD on this location but I'm encouraged at least that there's a mix of zone.

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 Lucas: I would like to invite the developers to a Ward 4 Meeting to talk about this if you would like to come.

Alderman Jordan: We have found that in the past it causes a little less trouble when the people can see it and ask questions on it so I would really appreciate it if you could do that.

This ordinance was left on the second reading.

The Hamptons, LLC Cost-Share: An ordinance waiving the requirements of formal competitive bidding and approving a cost-share with The Hamptons, LLC in the amount of \$49,243.00 for the upsizing of approximately 1870' of 8" Water Main to 12" Water Main; and approving a project contingency in the amount of \$2,462.00.

City Attorney Kit Williams read the ordinance.

Alderman Thiel: This and our next item are both cost shares totaling over \$180,000.00 for new developments. I just wanted to know if our current impact fees are funding these cost shares.

Ron Petrie, City Engineer: They are funding the first one for water. The second one is a drainage cost share so there's no impact fees.

Alderman Reynolds moved to suspend the rules and go to the second reading. Alderman Ferrell 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 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 4910 as Recorded in the Office of the City Clerk.

Zion Place, LLC Cost-Share: An ordinance waiving the requirements of formal competitive bidding and approving a cost-share with Zion Place, LLC in the amount of \$128,435.00 for offsite drainage improvements associated with Zion Gardens.

City Attorney Kit Williams read the ordinance.

Alderman Thiel: Maybe Mr. Petrie could explain why the City should cost share on this.

Ron Petrie: I have responded on numerous complaints in this area starting about two years ago. The majority of this development in this water basin was developed prior to our stormwater management ordinance. We had a significant amount of water that was crossing under Zion and then onto Randall Road onto a single family residential lot. That lot had a significant hole in the front due to erosion. When this particular development came through the process we knew that it was a good time to use some of the developers money to help pay for some of these improvements. That's why we recommended it. There is another development coming in on Zion Road and it's going through the process. If it is approved they will reimburse us approximately \$40,000.00 of this \$128,000.00 so we would only be spending \$88,000.00. That needs to be approved by the Planning Commission.

Alderman Thiel: Normally I would object to this however I know that in Ward One we have had situations that have been created because we didn't have ordinances in place. I know the revisions to the stormwater ordinance will be coming up in the next meeting. It's very important to note when we are discussing that ordinance that the cost to the City, that basically we are responsible for, is because we haven't had some of the things in place that we needed to have. I think since we are doing something that will be proactive for the future in regard to these issues I am more supportive.

Alderman Cook: I drove out there and looked at this. Has it already been built?

Ron Petrie: Yes, the developer has taken the chance. The property owner was really pushing the developer to get it done.

Alderman Cook: There is one culvert that goes under the south piece of Randall Road and then it makes the 90 degree and heads back towards Highway 265 and there's another culvert that runs under there and then on the other side there are two 42" culverts that catch the water on the other side. On either end of those it's exposed so I'm not sure how that's going to solve the problem.

Ron Petrie: It's not completed yet. There will be a large junction box constructed making all those connections.

Alderman Cook: So the reason is they have had flooding issues in the past, were there flooding issues before there was any development out there? I have a feeling that development has probably created the drainage issues there and whether we have a stormwater ordinance or not I'm not very compelled to support this because I'm frustrated by the fact that as developments come on line we've created more drainage issues there. It frustrates me that the rest of the taxpayers have to split the bill to fix that problem when I think the development should have foreseen that when they first started developing that corridor where the drainage comes through. I can't wait for the stormwater management ordinance to come through.

Ron Petrie: We have spent a significant amount of dollars doing similar fixes throughout the city in the past.

Alderman Ferrell: I went out there before this was done and there were some complaints about the drainage out there. I think there was a problem before it started but I have not received any calls or public comment on this since it's been started.

Alderman Jordan: So you are basically saying Bobby that you think the problem already existed before the development was there?

Alderman Ferrell: Yes, I know it did.

Mayor Coody: You were saying a lot of this developed before we had our stormwater ordinances in place.

Ron Petrie: Right, specifically that is when the problem was created, from the previous development, not from this development that's under construction.

Alderman Jordan: So you think it was pre-existing?

Ron Petrie: Right, you had a large amount of parking lots that was built at the corner of Zion and 265 as a very large parking lot and impervious areas. It predated the detention requirements.

Alderman Marr: Is this the development that in the Planning process there was a homeowner abutting this property, we're talking about the property on the north side of Zion Road that is building out around the old Tyson land in that area is that where we are talking about?

Ron Petrie: Yes, that's right.

Alderman Marr: Didn't the developer through coordination with the property owner who complained about this in the planning process begin to address this. I thought that was a part of the Planning approval process that they were going to adjust that.

Ron Petrie: This was approved by the Planning Commission; this cost share. It was recommended to the City Council that they approve this cost share so it was worked out through the early stages. In the mean time getting approvals from the adjacent property owners and a design that works has taken a significant amount of time.

Alderman Marr: It was a condition of approval at the Planning process?

Ron Petrie: Yes sir.

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

City Attorney Kit Williams read the ordinance.

Alderman Ferrell 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.

Alderman Jordan: Due to the amount of flooding that we are probably experiencing in this area I would probably go ahead and support this. I have a problem when I hear that the developers hurried along and built it because to me that seems to me "well we'll go ahead and build it and then we'll go ahead and get it approved." That bothers me a little bit. I don't want us to get in the habit of folks going ahead and knowing the risk and building and assuming that it's going to get passed.

Alderman Ferrell: It certainly is going to help in the resolution of this drainage problem.

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

Ordinance 4911 as Recorded in the Office of the City Clerk.

Amend City Plan 2025 Attainable Housing: A resolution amending City Plan 2025 to better address attainable housing policy and goals.

Tim Conklin, Planning and Program Development Director: On July 17th you adopted the City Plan 2025 and added a sixth goal to create attainable housing in Fayetteville. Staff has prepared for this Council meeting text, objectives and benchmarks that go along with that goal. This evening Karen Minkel in Long Range Planning will walk you through those amendments to City Plan 2025 that address the attainable housing goal that we've adopted.

Karen Minkel, Senior Planner: First I want to congratulate you on the adoption of City Plan 2025. We were informed that it has won the achievement in Comprehensive Planning Award from the State Chapter of the American Planning Association and two other awards that were given were the Achievement in Technology Award for the City Plan 2025 Website and the Achievement in Journalism for Sarah Terry when she was covering it in the Morning News.

Mayor Coody: We know that we have the best Planning Staff around but it looks like we are getting word to the outside world that they recognize as well we have one of the best Planning staffs in the country.

Karen Minkel: Thank you. That will be presented at the State Conference in late September. Moving on to what was discussed on the July 17th meeting there were three amendments that were moved to the plan. The third was the addition of goal six which is that we will create attainable housing and that was the amendment that required the most modification. So that is what I am going to present tonight.

She went on to discuss the resolution regarding attainable housing.

Alderman Thiel: I asked you to establish a monetary value because in our impact fee ordinance that was passed by this Council we waived impact fees for affordable housing. I'm not sure if the public is aware of that. I don't think currently we have a threshold or an amount or any guidance of whether it's actually a figure. I understand those figures change and we don't really want to put something into place that has a figure that is going to change. I would like to see an amendment to that ordinance come back from Planning that does give a little clearer guidance to the administrator to the impact fee ordinance so that whenever someone does come in and apply for a waiver we can educate the public and developers that they have this ability. This is the standard that we are setting that they can apply for and the value. I would like to see that if you think that is doable that we make that amendment to our impact fee ordinance so that's something the administrator will feel comfortable doing without that amendment.

Tim Conklin: Currently the impact fee ordinance states affordable has an exemption for construction of single family housing funded wholly or primarily by federal community block grants, non profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable owner occupied single family residence to low income individuals shall be exempted from payment of the impact fees pursuant to this ordinance by the impact fee administrator. That's the current language that is in the ordinance. With regard to your question with regard to setting a range or some limits, I can work with our City Attorney to find out the best way to look at modifying that language to bring that back to you.

Kit Williams: I wouldn't be concerned about trying to modify that language. If you remember our experts that came in and told us about impact fees really didn't want any exemptions or waivers. He felt that impact fees are not supposed to be used for policy methods to help one group or another group but they are supposed to provide developmental funds for the impacts caused by new development. I remember him saying that rather than waiving it we could pay them ourselves. We went ahead and compromised and allowed this waiver for Habitat for Humanity and the Community Development Block Grant Funds because those were so significant and special but we have not allowed it for private developers at all to my knowledge. I would be concerned about how we would actually administer that and whether or not we have overstepped our bounds if we went in and said if you build a house for this amount of money we are not going to charge you impact fees. I would be concerned with that.

Alderman Thiel: My concern is that it is the public's perception that the Council and Administration is not doing anything to encourage affordable housing and that has been a goal set by this Council and that is one thing that we looked at. We also looked at the idea of certain parts of town that had the tiered level of impact fees and that was also discussed during the impact fee and you at that time also warned us about any particular area of town or having an area that we focused on for redevelopment that you felt there was concerns with doing that and so we didn't do that. I wanted to bring this up for discussion to see if we could and if we can't why we can't. Just so the public is aware.

Alderman Ferrell: Karen, in looking at the plans, who is charged with lobbying the legislature, is that, the Councilman, city government, or who is charged with doing that?

Karen Minkel: In the benchmark it splits it between City staff and elected and appointed officials.

Mayor Coody: I know that some of your efforts to modify legislations was put off not for this session to the following session, I don't think it would be a bad idea to consider doing some work in this session to where at least we can get it into the committee and they can study it for a while and it wouldn't be a shock to the system the next legislative session I think we might have better luck. There might be some legislators who would like to see us bring something forward because affordable housing all across the state is a factor and I think that you would find a lot of support here for different ways to preserve farmland to do some of the development policies differently than what we are allowed right now. I think there would be quite a bit of support for it. What is our total impact fee right now?

Tim Conklin: Water and Wastewater is \$1,143, Fire and Police is about \$500.

Kit Williams: Parks is another one that has now been raised to almost \$900. Even when you look at \$2,500 I don't think that is usually the difference in an affordable house and \$150,000 or \$152,500.

Mayor Coody: When we looked at land seven years ago it was \$20,000 per acre and that same land is \$100,000 per acre now. Impact fees didn't do that. This is charging what the market will bear, that is what has made real-estate do what it's done in Fayetteville.

Alderman Jordan: I would agree with yours and Brenda's comments because in a Ward 4 meeting about three months ago we had a realtor come in and this was before we raised the fire and police impact fees and she stated that there was six houses in the City of Fayetteville less than \$200,000. So it's not like we had a tremendous availability of affordable housing to begin with. So when I hear that impact fees are driving it into the dirt I don't buy that.

Alderman Marr: To support your comment I would encourage us to do this in the next legislative session to plant the seeds and work with it as opposed to taking it further out. I don't think it's something that will go through one session. I think it will require education and support from throughout the state enabling legislation. I completely support your comments tonight.

Crystal Goedereis pointed out that it's not impact fees that are driving lots up. She stated I think it's time for everyone to realize that not all people want to live in an apartment. If we do not find a way to have affordable housing we will have to pay a much higher price for labor than other cities in our area causing the trickle down effect. Working together I see some possibilities that could work. She went on to express her ideas to improve affordable housing.

Mayor Coody: Your point about lot sizes to be modified is very important and I think our staff is working on that as we speak. The paradox that we work with is that yes, we have fees for

parks and greenspace and tree mitigation and water and sewer and fire and police, these add to our quality of life and because that quality of life brings up our desirability and livability that in itself drives up prices because the more desirable of a place Fayetteville is to live the more people want to live here. The more people that want to live here that drives up what people will pay for real estate. We have this paradox within the rules in which we have to work. It's not easy balancing that but it's what we try to do and deal with everyday.

Angel Thirston, a resident of Fayetteville spoke on the need for affordable housing. She stated that we are at the point where it absolutely needs to be addressed and I'm happy to see that you are addressing it. She stated that very little of Fayetteville is located in a CRA designated area where we can lend under a CRA program through the Fannie Mae Foundation. Are you working on getting those developed or are you working with the Federal government on getting any of those CRA designations for any of Fayetteville?

Mayor Coody: Who delineates the districts? Is that the Federal Government through HUD?

Angel Thirston: Fannie Mae, HUD.

Mayor Coody: We can have Yolanda Fields look into that and see if we can change some boundaries to expand that availability.

Karen Minkel: It sounded like some people were interested in modifying the timeline.

Mayor Coody: If we use your numbers that you presented will we not be able to move forward sooner if our timeline is allowed?

Tim Conklin: We just wanted to clarify since you were adopting this document with these benchmarks and timelines that if you wanted to change those that we should formalize that amendment.

Mayor Coody: How booked is the staff? Is this going to completely overwhelm what you are trying to do or do you think you might find a few minutes to pull this together.

Karen Minkel: I think we would do our best to meet the Council's wishes but on this spreadsheet as you can see there are a lot of tasks outlined in the first year. If there were anything that the Council thought could wait until the second or third year and we could shift them around that might be helpful.

Alderman Thiel: Wasn't this idea that we move this forward based on possibly having one of our representatives that's interested in moving something forward do so? Could we look at that opportunity and come back? Then if it seems like there is going to be something that will really facilitate your process, do we necessarily have to make an amendment or can we just wait and see if there is an opportunity?

Mayor Coody: I don't know that we would need to amend what you brought forward but I think that if we can find the time to get our foot in the door this legislative session, we don't have

to fill in all the details and do all the lobbying, we can get there and then work toward the next session just to give a heads up. If there are things we can do to expedite it in this session we can do that but I don't think we need to amend what we have. I think we can still work within these amendments.

Alderman Jordan: I don't either, I'm sorry. I think that if you wanted to look at it as just a citizen you probably could anyway. I don't think we have to have a timeline if you're interested in it I think just pick it up and go with it.

Mayor Coody: I know we have had some citizens that provided some information on the transfer of development rights that might have been pretty handy.

Alderman Marr: I would offer that we look at setting an action item because it's my experience without a time frame and without ownership things tend to pass quickly without it being on our checklist for something to do. I'm not saying change what you have we've talked about establishing a commercial historic district but a lot of the areas in which we are talking about with that one particular item many of those buildings on the square and some of the discussions that have taken place on that have already occurred. And that the action items maybe to add one that we try to introduce into committee or get a legislative sponsor that would help introduce it for study as an additional action item as opposed to shifting something out and reallocating those resources.

Alderman Cook: While I support inclusionary zoning to me that is the last resort that we want to commit to as far as attainable housing. I think it will give us attainable housing, there are many other action items on here that I think we can change quickly that might help us reach that goal, as Don mentioned complete neighborhoods is one of those. I support his amendment but when we get to the point where we are forcing people to do attainable housing it changes the dynamics and we want to create the environment where people want to themselves.

Alderman Marr moved to amend the resolution as proposed by Alderman Marr. Alderman Thiel seconded the motion. Upon roll call the motion to amend passed unanimously.

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

Resolution 136-06 as Recorded in the Office of the City Clerk.

Amend Chapter 35, Taxation for Outdoor Vendors: An ordinance to amend Chapter 35: Taxation of the code of Fayetteville by enacting a provision requiring licenses for outdoor vendors to ensure compliance for zoning and taxation requirements.

City Attorney Kit Williams read the ordinance.

Alderman Thiel: So this does apply to all outdoor vendors?

Kit Williams: During the Bikes, Blues, and BBQ Festival, during that period of time, that's correct.

Alderman Thiel: Why did we not look at expanding this to year round because we are starting to have more outdoor vendors?

Kit Williams: Bikes, Blues and BBQ Inc. came to the City with an offer to help. This is going to require a great deal of manpower and organization on behalf of Bikes, Blues and BBQ to ensure that this functions properly, there are going to be many vendors there. We will have to work with Bikes, Blues and BBQ also and assist them but the reason why we have done that this is the largest festival the City has, we have a group that's willing to work with us saying we are willing to do this if you will pass an ordinance that will help us to force all these vendors to follow the law and pay the taxes as they should be doing and so that's why we've done it just for this one festival this one time of year because we have an able and willing partner that's willing to help us do this.

Alderman Thiel: I appreciate the fact that the Bike's Blues Group has volunteered to help on this but I still think in the future we might need to look at the possibility of a year round thing because it's certainly not going to include the overwhelming nature that this brings to us.

Alderman Ferrell: When that came from Ordinance Review, the thing they wanted to look at was Bike's Blues and BBQ and I just wanted to make sure I didn't miss that. Were they talking about other festivals during that time?

Alderman Thiel: Yes

Alderman Ferrell: I didn't read that into that. The Farmer's Market was exempted I remember.

Alderman Marr: I think the discussion at Ordinance Review was that people were not concerned about any fees that would be charged to groups to administer this program for non-profit events like Springfest and Autumnfest which is why the decision at the time was made not to do anything until these great guys came forward.

Alderman Lucas stated that she remembered the same thing.

Alderman Thiel: We've had some vendors pop up in our Ward.

Nelson Driver, Event Manager of Bikes, Blues and BBQ: This would include those vendors during this event.

Alderman Reynolds: What are they going to be in charge of as far as the City of Fayetteville, is it going to cover from Greenland to Springdale to Goshen to Farmington?

Kit Williams: It will cover the city limits of Fayetteville. I have a question for Mr. Driver. We've had a meeting already looking at this ordinance and we've talked about how it could be

implemented do you think this is something that your group is satisfied with and we will be able to administer this?

Nelson Driver: Yes, we are going to be working with Sharon Jenkins office to get the appropriate permits. Gary Dumas and I have talked about this several times and a vendor that is not located as a part of the Bikes, Blues and BBQ event will have to obtain the necessary occupancy permits from the City and the Health Department and then come to us for the event permit. At that time they would be given the tax information and would be required to turn that form in along with their payment on a daily basis.

Alderman Thiel asked the administration if they were comfortable that we have the staffing to do this.

Kit Williams: What will happen is in the ordinance the police can issue a citation. If they are on city property we could force them to close and leave if they are on someone else's property we can't kick them out. We don't want you to get the impression that the police will be down there closing shops if they happen to be on someone else's private property where they have a right to be. All we can do is issue them a citation.

Nelson Driver: One of the event permits that they will be required to display in their permitted area will have a physical address posted on that permit.

Mayor Coody: The staff is fully advised of all of this and they agree with it.

Alderman Ferrell: I think this has turned out to be a win win. I think this will benefit the surrounding area of merchants and the tax dollars of the city. Thanks again for being willing to work with us.

Alderman Marr 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 Marr 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 4912 as Recorded in the Office of the City Clerk

ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map: An ordinance amending Title XV: Unified Development Ordinance of the Code of

Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map.

City Attorney Kit Williams read the ordinance.

Tim Conklin gave a presentation on the proposed Downtown Master Plan Zoning Districts and map. He discussed several amendments recommended by staff.

Bob Estes, a resident of Fayetteville discussed the variance provision in the ordinance, the setback provision in the ordinance and the structures that have significant historical value. He explained how they should be treated under the ordinance.

Mayor Coody asked Tim Conklin if this would render some properties downtown useless and not buildable and take value from it.

Tim Conklin: We currently have zoning districts that result in many buildings being non-conforming with more of a suburban type standard. These standards are to bring in conformance more of the historical development patterns. My response to that is it would be difficult to write a code that makes everything conforming in the City.

Mayor Coody asked Kit about the non-conforming issue and how the new regulation will address the non-conforming issue.

Kit Williams quoted Chapter 164.12 of the Unified Development Code which says in subsection 1 that designated preservation structures significant structures as designated by the City Council resolution as worthy of preservation shall be exempted from the provisions of this section. In other words they will not be considered non-conforming uses. The problems that Mr. Estes points out for a non-conforming structure that it cannot be rebuilt if there is too much damage could be alleviated that way. That takes a second action by the City Council. You would have to pass a resolution to designate any structure that you believe is worthy of preservation as opposed to making it a non-conforming use. In looking at Exhibit B talking about building height that is for Residential Single Family Zoned Districts, I think Mr. Estes's comments about the downtown districts doesn't appear to be covered with the height variance that we have in other areas that we are proposing that the Planning Commission have the right to grant variances for the height limitations. So that might be something that you all would want to consider adding to the Downtown Districts. Right now it is not there for anything but residential districts.

Tim Conklin: The title needs to be amended. The text below it talks about all residential zoning districts.

Kit Williams: The Downtown Districts are not residential districts. I think some of them are commercial.

Tim Conklin: That's correct, that would need to be amended. The intent was to have all height variances go to the Planning Commission.

Kit Williams: So we would need to amend Exhibit B then?

Tim Conklin: Yes, under B.5. Under the small "a" it talks about all zoning districts. It says all zoning districts shall have the authority to grant a variance for height.

Bob Estes: With regard to the height variance that is a policy decision to be made by you. That is a legislative decision. What you need to decide is do you want height variances to go to your Planning Commission and then to the City Council and the Circuit Court or do you want to follow the statute on bulk and area variances and have those go to your Board of Adjustment and then to your Circuit Court. You seem to have made the policy decision that you want height to go to your Planning Commission but that is a legislative decision for you to make.

Alderman Thiel: I think we need a definition of historic structures and there are some things that we need to look at. We need to set standards for what that would be designated as. Once we do that then we would be ready to adopt a resolution where we accept these applications or whatever process we choose to do and I think this sounds like a very good process. I think there was some steps we need to take before we get there. We need to establish that criteria and go from there. We also have the variance ability right? The people that are concerned, if something does happen to their building they do have that ability. As long as they have that ability their hands aren't completely tied on this. I do think it's important that we establish this. I do think there needs to be criteria set and some time taken to determine that criteria.

Bob Estes: Should you make a policy decision to create a Historic Zoning District there would be criteria for that Historic Zoning District, that's when and where you would establish that criteria is when you enacted or put in place that zoning classification.

Cyrus Young, a citizen: I am looking at the main yellow area in the center of this map and I was wondering what the gray areas within that yellow area is?

Tim Conklin: The large gray areas are Planned Zoning Districts that have been removed from the zonings. The smaller gray symbols are buildings, footprints.

Cyrus Young: That further muddies up the water then. I suggest you revise that map somehow because any buildings that are supposed to be yellow need to be yellow in the final draft. This proposed method you have of downtown zoning districts, once this is approved if a property owner comes and wants to change their designation, can they come and petition the Council to change it?

Kit Williams: This is a zoning decision so obviously future councils can rezone land.

Cyrus Young: Thank you.

Julie Drew, a resident of 230 W. Meadow expressed her concerns about the amount of water that's on the areas on the map. She also voiced concerns regarding the height of buildings, noise pollution and the loss of the walkable neighborhood with a tree canopy and greenspace.

Alderman Marr asked Julie for the streets in the neighborhood area that she was referring to.

Julie Drew: We are looking at Spring Street to Center or possibly the middle of that block because I understand there is a church on Center Street and Church Street. to School. So about a four block area.

Daniel Hintz, Executive Director of Fayetteville Downtown Partners spoke on the Downtown Master Plan and stated that a comprehensive plan is needed to protect and enhance the downtown experience.

Paula Marinoni, Chairman of the West Lafayette St. Historic Neighborhoods Association stated this has been brought forward in an atmosphere of not understanding what the historic resources are in our downtown area. If it is brought forward in this atmosphere of understanding it is my prediction that in 15 years 90% of the historic fabric of this area will be wiped out. She went on to speak on the importance of restoring the historic resources and the importance of old main and the viewshed.

Mayor Coody: Thank you Paula and don't think that we can only consider the things on these sheets behind us. We can consider other things as well. We would have no problem adding this historic appreciation up there either we just haven't been able to do it because we've been too busy. One question I have Kit is that on preserving historic places that are privately held what kind of authority will we have to do that?

Kit Williams: Well, if they are privately owned then the owner has the authority to do what they want to. That doesn't mean that we as a city can't try to do certain things to facilitate them. We do certain things and there are some exemptions for them in our current ordinances for building permits and things like that when it's a historic structure but we don't have a lot of protection.

Mayor Coody: We are working right now to preserve and get some funds if this bond issue passes on September 12th that will get us some funds to restore those old bridges over there on Maple and Lafayette that we need to rebuild because they are historical bridges that need to be fixed up. So we do have an appreciation for things historic and don't think that we're just looking to tear everything down because that is not the intent at all.

Alderman Marr: The second Lyle Sumac discussion that we had we specifically spoke about that item and I brought it forward at the end of it. We did make a decision to add it and it's just never made it to paper. It's something that needs to make it to the visual goals that have been up there because a part of Fayetteville is the history of Fayetteville.

Paula Marinoni thanked the Mayor and City Council for the time that they commit to serving the city. She stated I know it takes a lot of time and sitting in those chairs for a very long time. She also thanked Don Marr for representing them so well and stated that they were all very sad to see him go.

William Jackson, a resident of Fayetteville stated that there was too much yellow on the map. He stated that everybody wants to build a corridor between the square to Dickson Street. By having so much yellow you don't insent the developers to build six story structures along block, you insent them to build everywhere so they're just going to be spotted. By controlling the amount of yellow that you have will insent them to build there which does not help facilitate that walkable track between Dickson Street and the square. He went on to voice his concerns on the regulations for renovations to historic homes.

Alderman Thiel: Are you sure you're conforming now?

William Jackson: We're in a residential office right now.

Alderman Thiel: A lot of what we found was it's almost a flip flop. The improvements that are non-conforming now would become conforming and vice versa.

William Jackson: When you walk down Locust Street, from Spring Street to Dickson that is zoned C-3. If you walk down that street both sides of the street are residential houses. When you start coming further south from Spring Street that becomes residential office and that's basically how most of those houses are being used right now, either rent houses or someone has their business there and they are living there also.

Mayor Coody: One of the things that are non-conforming are the setbacks because a lot of these buildings were built in the 1910's-1930's and then in the 50's and 70's. Setbacks were then applied over these existing structures without really regard of where the structure is set on the property. There are a lot of 1900 structures that are non-conforming because the setbacks go right through the middle of the house.

William Jackson: Our frontage would have to be 75% of the build line and when you include that you need a driveway to be able to park that takes some of the frontage off and then that makes it to where we can't build our house back the way that it was.

Alderman Thiel: You might not be able to build it right now.

Mayor Coody: That's the problem. I think it would probably be more flexible to build it after this than before. Currently there are houses here that if they burn down today you couldn't rebuild them because they violate all the setbacks and everything else.

Alderman Marr: I think the thing to the Council though is that this is a consistent comment coming from our ward where residents live in this area and that is that there is too much yellow. When this map started much of the area that we were talking about was not blue it was green. I am planning on bringing the amendment to change this for some of these areas because I think we've gone from one extreme to the other and left where we got the feedback through the Downtown Master Plan process.

Alderman Cook: Don is right. Even going into the Downtown Master Plan process that was lined with comments were the people that lived down here were afraid that it was basically just

going to foster the change and they were going to lose the neighborhoods downtown. My hope going into this process was to try to preserve the neighborhoods that are down there because we always make comments that we want to make sure that people live downtown. As this map evolved there has been consistently more and more yellow every time.

Mayor Coody asked the staff "how did this evolve to incorporating so much of the yellow zone to replace the green and the blue?"

Leif Olson, Planner: When we brought this forward to the Planning Commission we started with the original Dover Kohl proposal and through a series of public hearings residents came in and the map was amended. This current version is probably the sixth draft that the Planning Commission looked at and considered and I don't think that the Planning Commission ever really came to a consensus on the map in terms of what it should look like. Some people felt there was too much main street center some people thought that there was not enough red and they forwarded it to Ordinance Review Committee without a recommendation of approval in its current form knowing that the discussion would continue and the map would continue to evolve and it would come to some sort of consensus between all the parties involved.

Alderman Marr: Now that this thing has been in the process this long we have an idea of where the players want various things and a more comprehensive view on it as opposed to a microview based on a person's individual property.

Alderman Thiel: During the Ordinance Review process we made some changes and concessions to try to appease some neighbors that were very concerned. I am making the amendment based on Alderwoman Thiel's Downtown Zoning Code map. It's just basically changing that one little section of that block back to what it was in the original Dover Kohl Downtown Master Plan and it would take it back to Main Street Center which would give it the allowance of six stories rather than four stories, which is allowed in the way it is zoned in the map that was forwarded to us tonight. That's my amendment.

Leif Olson pointed out on the map the area Alderman Thiel was referring to.

Tom Brown, a resident of 339 N. Gregg thanked the staff and the Planning Commission for all their efforts that they put into this. He stated that he was happy with the way the map looks now. What you are proposing right now, you need to be careful because of the height issue. I think it would be better to keep the height restrictions lower.

Alderman Thiel: Across the street on West Avenue is the yellow zone. All we are doing is lining it up with that.

Tom Brown: I'm afraid that if you go ahead and make the amendment that you are considering it would be more of a statement that you are making to the general development community that in this area it's alright to go up. That's an impact on the viewshed and could potentially get worse than keeping it restricted right now.

Alderman Thiel: I am representing my constituents there even though that is not in my ward. We have discussed that over and over for a parking deck. That area is already commercial. I can certainly see your point but because of the area we basically just added back the area that is already zoned commercial. Before this Downtown Master Plan is passed you've got to remember that people that own this property now have the ability to build basically to any height.

Tim Conklin: Part of that corner is zoned C-3. Not the higher area that you are showing but part of it is C-3.

Alderman Thiel: I appreciate your concerns. I don't think we are setting precedence.

Alderman Marr: I'm not going to support that rezoning. Part of the reason is due to you made a statement that most of this property is vacant with the exception of these three buildings and to me that's a perfect opportunity to begin a transition from 6 to 4 to the neighborhood; and if the difference between across the road on the western side is that the buildings are in existence and they're functioning more of the space versus the space we are talking about. To the east of this property there is a very significant downtown neighborhood which is the Ralston Bowles area, an older neighborhood and more affordable neighborhood. The stepping down of this yellow to blue into a Wilson Park Neighborhood is a better transition.

Alderman Thiel: The blue is still between that neighborhood so that transition is still there.

Alderman Marr: But it does not come all the way down to Watson. Your amendment takes it out from mid-Block.

Alderman Thiel: No it doesn't, it comes all the way to Watson.

Alderman Lucas: We need to keep in mind when we are looking at this whole map and not just the area that Brenda is looking at that if all this yellow area, if we do pass it, there are options of making a variance to go higher but it would be difficult if it is zoned six stories to refuse to let them build to that height. If something is four stories and they have good reasons for wanting to go higher they can always come through and request that.

Alderman Thiel: We don't have a maximum on any of this anymore on the heights.

Tim Conklin: We don't have a minimum, we do have a maximum.

Alderman Thiel: A concern of a lot of people was that they had to build a certain height. They don't have to build a certain height in any zone now.

Tim Conklin: That's correct.

Alderman Thiel moved to amend the Proposed Downtown Zoning Code Map. Alderman Ferrell seconded the motion. Upon roll call the amendment failed 3-5. Alderman

Reynolds, Thiel and Ferrell voting yes. Alderman Cook, Marr, Rhoads, Lucas and Jordan voting no.

Alderman Marr: Since we are doing some of these map revisions before we finish the public comment I would like to talk about the area that's been spoken about from Spring to Center to Church to School. Spring Street crosses after that first block of Locust Street, that is the boundary that I'm speaking of.

Alderman Marr stated that Meadow Street would be in the direct center where Meadow and Church is on the map. If you are on Dickson Street in the middle of the map if you come down from Locust the east side of that street which is residential then mid-Block and then when you get to Spring Street it would become a square and go to Church and School.

Alderman Marr pointed out the area on the map he was referring to and stated he would like to move that we change this from yellow to blue.

Alderman Thiel: The only thing I would suggest is that we don't go all the way down Center and that you just follow the property lines there and not include all the emphasis on Center.

Alderman Marr: To mid-Block?

Alderman Thiel: Yes. You are doing mid-Block on another section of it.

Karen Reese, a citizen stated the problem is that there are property owners in this yellow district who feel like taking certain streets and making them green or blue as sort of a way of spot zoning. It's good to have it commercially zoned, my problem is the height. I think we should have a four story height limit until we get to the red. If it could be looked at in a way to limit the height we might be able to reach more of a compromise.

Citizen: An unknown citizen from the audience stated that he did not understand why the yellow could not be blue because the buildings there are not less than four stories right now and they are still commercial.

Alderman Thiel asked the staff to point out the differences.

Alderman Marr described the differences between the yellow and the blue. He stated typically when you think about these zoning areas you think about a much larger geographical mass, when you leave one zone and you go into the next zone that there is a significant distance between them. You could take this entire area and it is walkable so we're arguing about some of these things that really are more related to the height and there is still the ability to get to this use in three blocks.

Alderman Thiel stated that Karen Reese made a good point. If we start off at six floors that is pretty much the max.

Mayor Coody: Nothing to incent.

Alderman Thiel: By reducing this to the four stories then we have some ability to add incentives to developers to request a certain location being higher. That does seem to be the biggest issue here.

Tim Conklin: There are some conditional use differences also and that is outdoor music and dance halls. That has been an issue that we have discussed at Planning Commission and Ordinance Review Committee so I just wanted to make you aware of that when you do change that color the ability to apply for the conditional use is removed in the downtown general. Your question was with regard to the building height, the four story suggestion is one of the reasons why we have the step back with the buildings in order to help mitigate some of the overall height that you will see as it develops out. What Dover Kohl was doing was trying to make a recommendation if you are going to go to six stories you would step back your building.

He went on to speak on examples of recent buildings.

Mayor Coody: I want to respond to Brenda on the incentives that we've talked about, if we did grant the six story use by right, you get six stories. If we are going to talk about transfer development rights where you can add density downtown by securing greenspace where you want it then you can say you have a four story by right unless you do a green building, you preserve some greenspace and provide affordable housing. There could be a long list of things you could do and that if you do these things for us we will let you have another two floors and that could provide an incentive for developers to do things that are good for them and are also good for the City. If we just say you get six stories with no incentives that takes the ability for us to adapt away from us.

Karen Reese questioned the allowances under conditional uses?

Tim Conklin: There is no conditional use for Use Unit 29 dance halls or Use Unit 35 for outdoor music in the Downtown General.

Karen Reese: So it's not like there is no commercial in the blue it's just that you might have to get conditional use to do it.

Alderman Marr: The motion is the area drawn on the map in red, that would be changed from yellow to blue.

Mayor Coody: You were talking about mid-Block cut?

Alderman Marr: I'm comfortable cutting it between Meadow and Center.

Alderman Thiel: I appreciate that change, that's more acceptable.

Alderman Marr moved to amend the Proposed Downtown Zoning Code Map as discussed at the City Council meeting. Alderman Jordan seconded the motion. Upon roll call the motion passed unanimously.

Alderman Marr stated that there does need to be further dialogue and discussion of what the current zoning is for the Washington Elementary area. The point that was brought up by the West Lafayette Historic Neighborhood Association since it abuts the Mt. Nord Historic District I think there should be some consideration given to that being zoned blue versus yellow.

Alderman Marr moved to amend the Proposed Downtown Zoning Code Map as proposed by Alderman Marr. Alderman Cook seconded the motion. Upon roll call the motion passed unanimously.

Mayor Coody: I would prefer not to vote on this this evening. It's an important debate.

Alderman Ferrell: There are probably some property owners that don't know about this that are listening tonight and will know that there is a proposal coming up and will have a chance to come.

Mayor Coody: We may do a district of it that is for an incentive or maybe another outlying part that is used by right.

Alderman Thiel: I definitely think there needs to be discussion at the next meeting about that and also there were a lot of concerns about the tree planting issues and so forth. The Ordinance Review Committee looked at the new Landscape Manual and the provisions to the Landscape Ordinance and I think they will resolve a lot of the concerns that people have. The Landscape revisions will be before the Council at the next Council meeting and it will kind of coincide with the next discussion of the Downtown Master Plan. I think people need to be informed about those changes. I would not support the passage of the Downtown Master Plan without the landscape revisions as we reviewed in Ordinance Review Committee.

This ordinance was left on the first reading.

ADM 06-2164 Sycamore Center Appeal: An appeal of the Planning Commission's decision to deny ADM 06-2164 Sycamore Center for waiver of landscaping requirements to accommodate additional parking.

Jeremy Pate, Director of Current Planning gave a brief description of the appeal. He stated that the applicant is experiencing some parking difficulties on this property due to the tenants that are leased in that space and due to the development of the site. The applicant has proposed a reduction in the greenspace from 15' to 6' on both College Avenue and Sycamore. This would allow the applicants to provide more parking spaces in an effort to mitigate their evident parking problems on the property. Staff felt this property was built in accordance with the city codes in 2001 and still meets our city codes. We do not feel that the greenspace should be reduced in this particular location. Sarah Patterson our enforcer has also submitted a memo recommending denial of this application for a reduction in greenspace. Planning voted 7-0 to deny this appeal. Staff is recommending denial of this request for a waiver of the landscape requirements.

Alderman Lucas asked Jeremy what the setback request was on College.

Jeremy Pate: The proposal is for the same on both sides. It is a 9' waiver and it's actually only 6' of greenspace exclusive of the right of ways.

Alderman Lucas: What was the variance?

Jeremy Pate: There was originally a building setback variance to allow for the building to encroach into the Master Street Plan setback. That was not a landscape variance it was a building setback variance and that was granted by the Board of Adjustment.

Alderman Lucas: But that wasn't taken advantage of?

Jeremy Pate: That's correct; they chose not to go with that particular development plan and instead built the structure as you see it now.

Jack Butt, Attorney representing Rick Thomas the owner of the property stated Rick is here tonight to get 10 more parking spaces for a small shopping center at Sycamore and College which will increase the total from 36 to 46 parking spaces. There is 15' of greenspace required between the street and where the parking starts. What he is proposing to do is make that 6'.

He stated that his client was not given the benefit of this ordinance when he could have used it and it probably would have been cheaper and easier to use this than to cut back in his parking even though it existed in 2000 when he did it. It would still be in the planning code today and still be available to him but somehow it's disappeared. If it was a good idea in 2000 it is probably still a good idea.

He read the verbiage from the section of the code he provided to the City Council. He went on to explain why the City Council should approve the appeal.

Rick Thomas, owner of the property described the parking problems that he and his tenants are facing. He stated that if the Council approved the appeal he would bring in a lot of landscaping. He stated he believes this is a win win situation for everyone.

Alderman Rhoads asked Mr. Thomas if he was the one that dealt with the City in 2000.

Rick Thomas: The architect dealt with the City.

Alderman Rhoads: It was the architect that asked what the two options were and was told by the City that those were the only two options?

Rick Thomas: Yes, as far as I know.

Alderman Rhoads: Who was that architect?

Rick Thomas: Phillip Hatfield.

Alderman Rhoads: Are the tenants leaving only because of the parking?

Rick Thomas: That is what they have told me.

Jim Hansen, owner of Royal Dry Cleaners at Sycamore Center stated we have had major problems in the last year to two years. This has been a bad situation for my business and it has started to decline somewhat in the last two years. This is a really important issue to me and I would hope that the Council really considers the small businessman in the area as I think you all do. I hope you consider the issue, thank you.

Alderman Marr asked Mr. Hansen what the business operating hours were for his business.

Jim Hansen: 6:00 AM to 6:00 PM.

Alderman Marr: When are your parking problems?

Jim Hansen: Parking problems start anywhere from 10:00 AM to 4:00 PM.

Phillip Hatfield with Miller, Boskus and Lack Architects stated he worked on the project from the beginning. He described the past process that he went through in the beginning phases of the project. He stated they told him about the 15' of greenspace that would need to be added between the right of way and the parking which of course took 10 spaces of asphalt away. He reviewed that and asked what options he had and at that time Dawn Warrick mentioned that he could reduce the spaces or reduce the square footage. The variance that was given was not discussed with me.

Alderman Rhoads: Are you the only liaison between the owner and the City on this issue?

Phillip Hatfield: Yes.

Alderman Rhoads: So what you are saying is that no one offered you this third option and you did not know of the option?

Phillip Hatfield: I did know of the option.

Alderman Rhoads: And your firm did not know of the option?

Phillip Hatfield: No, we didn't.

Alderman Rhoads asked the Planning staff to respond on how this section of the code book got taken out.

Jeremy Pate: We have a little record. We have minutes of conversations from both Alett and Dawn to Mr. Hatfield, correspondence and 15 site plans that they worked through on this project. With regard to when the ordinance changed, I just looked in our code and we have references every time the code changes this section. The reduction waiving 15' of landscaping in 1998 was not in Chapter 166, it was actually in Chapter 170. In 1998 Chapter 160 was converted to Chapter 172. That ordinance has been changed no less than 1998 and 2003 so I have not read the

minutes and looked at every ordinance. We recodified the entire code in 2003 but as you know we have changed the code in between those times.

Alderman Rhoads: What my question is was there a conscience effort that you all are aware of to take that option out.

Tim Conklin: Staff has asked me that too and I cannot recall any discussion. Typically in the landscape ordinances, the Landscape Administrator dealt with those issues and that's another staff person who is no longer here who may have some knowledge of why it changed but I can't answer that question.

Alderman Rhoads: Is it one that you think should be out or in?

Jeremy Pate: I think it is typically in most cases utilized to achieve the minimum greenspace requirements that we have. I would recommend that it remain in.

Alderman Rhoads: Cause you can go up and get the greenspace?

Jeremy Pate: Correct.

Alderman Thiel asked Jeremy if he had some memory of a recent discussion of a berming option on the commercial building project just south of the Revenue Office.

Jeremy Pate: That's actually something that was just offered. They had a 30-35' greenspace exclusive in the driveway in that case so there is a major waterline that was going through there and they were simply offering to screen their parking. They were far exceeding the required greenspace.

Alderman Marr: Jeremy, was the Planning Commission aware of Item D. not being offered? Was that a part of the discussion and the debate at the Planning Commission meeting?

Jeremy Pate: I believe this is the first time this has been discussed.

Jack Butt: I didn't represent Mr. Thomas at the Planning Commission. I looked at it and I saw there were issues that should have been discussed that simply weren't presented but this was not the presentation that the Planning Commission saw.

Alderman Marr: The comments about the Planning Commission receiving staff report information on the variance of zoning versus the variance of development. Do you care to speak to that?

Jeremy Pate: Until this year all parking lot landscape setback requirements went to the Board of Adjustment. When I became the Zoning Development Administrator I questioned that practice simply because it seems to be more of a development type variance application as opposed to a bulk and area requirement. I reversed that procedure and am now bringing those before the Planning Commission. Staff reports have always been reviewed for parking lot

landscape variances and those have not changed any great deal since they were reviewed by the Board of Adjustment.

Alderman Marr: When I see an appeal that comes to us where no one voted for it normally I walk into this meeting with a pretty strong feeling about what I am going to think. Do you have any opinion on if they heard the presentation that we heard tonight does it sway your staff recommendation differently or sway how you believe the Planning Commission would've looked at this item?

Jeremy Pate: I think it certainly would have helped staff. I have not nor has the Planning Commission seen any of it. It may have helped them make a different decision as you mentioned. As far as staff recommendations, we are basing it on our current codes, not what was approved in 1998 or 2000. In staff's opinion the primary cause of the traffic situation is a restaurant business. It is well documented that a restaurant business has much greater peak hour traffic congestion than your typical retail establishment which is how this was developed under the building permit that was established for this project.

Alderman Ferrell: Jeremy, what would you say that your opinion is on whether the applicants should have received that option when they came with that option if it were on the books about the berm?

Jeremy Pate: Sure, if the option was on the books we would make every effort to let everyone have that option if it was allowed by code we're going to let them know that.

Alderman Ferrell: If there is an error we have a chance to make it right. I think that the berm that Jack explained to us could be put in there. If that was an option at the time I think it's something that is worthy of consideration.

Alderman Thiel: I think it's obvious that regardless of who did what or whenever that the owner would have taken this option. He certainly wants to take it now. I don't have a problem with approving this appeal.

Mayor Coody: I've got some questions on the curb cut coming off College Avenue. I see two color sheets here, are these the two options we are being offered to choose between?

Phillip Hatfield: I did mention an Option 1 and 2. The first option was the waiver that was officially put into the motion. The second wasn't really a motion, it was an idea that came out as a possibility so I decided to go ahead and put it in the letter as an option also to show what that might look like. The proposal was to take the sidewalk and move it closer to College and Sycamore so that the 15' of landscape and trees would still remain between the parking and the sidewalk. The reduction would actually come from the grass that's between the curb and the sidewalk.

Mayor Coody: Tim, the sidewalk that cuts across the curb cut that fronts College Avenue that sidewalk obviously moves closer to College Avenue. If we were to look at aligning the sidewalk

to move that close to College, what would that do to pedestrian safety and other parking lot interaction?

Jeremy Pate: To step in the applicant's shoes it would be much more difficult with regards to permitting because that's Highway Department right of way so it would likely take a Highway Department approval in that area. We have had some difficulty with sidewalk locations and Highway Department right of way in recent projects.

Mayor Coody: The thing I like about Option 2 is it increases the landscaping abilities. I was hoping the Council's might approve this deal. We could really end up with attractive landscaping and kind of trade for granting this appeal.

Jeremy Pate: If the Council desired we could certainly work with the applicants and if one option is more preferable and Highway Department would permit it that is something the Council could look at as Option 1 and if it were denied they could go with Option 2. However, what you write in the resolution would be important.

Mayor Coody: From my perspective Option 2 would be the preferred.

Alderman Lucas: Jeremy, in the discussion you talked about the business caddy cornered across from this development, how does that affect your decisions on other developments? Is this going to cause a problem with your decisions on whether you are going to allow different things or will it still be the same?

Jeremy Pate: No, our code does not allow us to consider other non-conforming situations as a basis for recommending something.

Alderman Lucas: I feel like we should be fair with all development. When someone comes to you for a development do they have access to all the ordinances and codes and everything? I know you are very good about helping everybody but it's not really the Planning Departments responsibility to tell them everything right?

Jeremy Pate: With the amount of development that we see there is no way that we could ever tell anyone all of the codes.

Alderman Lucas: I don't want that to be the basis for someone saying they didn't tell me this because I know that the codes are available. I'm inclined to go with this. I would like to see a berm, if we had a berm or something that would do a little bit more screening that would be nice. Safety in the parking lot is a consideration with having more parking spaces. You probably don't have enough even if you didn't have a restaurant. I probably will support this.

Kit Williams: The ignorance of law is not an excuse under the law but prior to the time that we recodified this and put it on the web there were a few of these books around mainly in our Planning Department. I'm sure they did rely upon our Planning staff that has always been very helpful and has tried to provide sufficient information. It's reasonable that maybe they didn't know of that option at that point in time. If you do decide to grant this variance then you do need

to designate what you want to happen with it whether it is parking Plan 1 or 2 or if you want to hold them to the picture they provided. If you do make some sort of motion, you put whatever conditions you want to put on to make sure that we get what you are looking at.

Alderman Cook: When did the restaurant go into that location?

Citizen: An unknown citizen from the audience stated right around 2002.

Alderman Cook: When did your parking problems begin?

Citizen: An unknown citizen stated it has certainly been a problem since day one.

Alderman Cook: Personally speaking I shop in the center and I have never had a problem finding a space. I'm a little frustrated because when this was redeveloped there had to be some kind of consideration of what was going to go into that center and the size of the center. We have these ordinances on the books that we require every other redevelopment up and down that corridor to adhere to. We are talking about going away from that and granting a variance to those ordinances that we are requiring everyone else to follow. I agree with the Planning Commission and staff's recommendation that we should not grant that variance.

Jeremy Pate: We would uphold all of our current regulations for a project unless they could show some sort of hardship.

Mayor Coody: I know we have granted some and denied other appeals for this right of way change. We have a history of both perspectives.

Alderman Jordan asked Jeremy why he came to the decision that he did on the staff report.

Jeremy Pate: We felt that on this property the property owner had created this hardship by the tenant mix. In my opinion offices located in this property would not have the same parking problem because it would be a very different type of parking ratio.

Alderman Jordan: We had these ordinances in place because that is what we are supposed to go by. That's how we make decisions. We could be dealing with these requests all up and down College because we don't go by our ordinances. This is a concern of mine that the ordinances are the ordinances and it's unfortunate because actually Option 2 is a better looking development but that's not what the ordinance says.

Alderman Thiel: I agree, it's not in there now but I keep going back to the fact that they obviously did not know about the option when they built this project and a project that went in about the same time did know about and did utilize it. That's the part that bothers me about this. I feel certain they would have used this option if they would have known about it.

Alderman Jordan: The point is that's not what the ordinance is now.

Mayor Coody: If we could use the incentive debate and if we could strike a deal that would be good for the business owner and the City we would end up with a much more attractive environment than we have now from College Avenue and get the parking places.

Alderman Jordan asked Mayor Coody what type of trees he was referring to.

Mayor Coody: I'm talking about shade trees for parking lots. I would like to have landscaping here to where at the end of the day we would be very proud of it.

A discussion followed on ideas for landscaping in front of the center.

Mayor Coody: I am assuming that you would agree to something like that?

Rick Thomas: Definitely.

Alderman Jordan: So you agree to work with the landscape people to put in whatever they think needs to happen and a berm?

Rick Thomas: That is correct.

Alderman Jordan: What I was going to do was make a motion to work with the landscape architect and whatever they come up with.

Alderman Jordan moved to grant the appeal. Alderman Reynolds seconded the motion.

Mayor Coody: We have a motion and a second to look at Option #2 as our first option and the petitioner would work with our Landscape Administrator and Tree Administrator and the Planning staff to make something very attractive and safe. Is that a fair assessment for everyone?

Kit Williams: I don't like that motion Mayor. It is too vague. The motion needs to be to approve the appeal, grant the variance on condition that the applicant will comply with the proposed parking Option 2 plat including the photo that they have given us of that in addition that they will work with the Landscape Administrator and comply with the Landscape Administers reasonable request for selection of plants.

Alderman Jordan: I will withdraw my motion and change it to state whatever he just stated.

Alderman Jordan moved to approve the appeal and grant the variances with the conditions stated by City Attorney Kit Williams. Alderman Reynolds seconded the motion. Upon roll call the motion passed 7-1. Alderman Cook voting no.

Resolution 137-06 as recorded in the Office of the City Clerk.

Amend § 162.01 (U) and (W) Mini-Storage Units and Auto Salvage: An ordinance to amend § 162.01 (U) and (W) to make Mini-Storage Units and Auto Salvage and Junk Yards conditional uses.

Kit Williams: Jeremy Pate informed me of a couple changes we need to make in this ordinance to make it consistent with the current code. The only thing we are doing in this is changing a use by right for these mini-storage units and auto salvage and junk yards to conditional uses. I redrafted the ordinance adding a new Subsection 3 which keeps mini storage as a conditional use in C-2 zones as it is right now. Section 2 is also modified and allowed mini-storage as conditional use in I-2 as well as I-1. Before I read it I would rather have it amended to the form that has 3 sections in it.

Alderman Thiel moved to amend the ordinance as proposed by City Attorney Kit Williams. Alderman Cook seconded the motion. Upon roll call the motion passed 6-0. Alderman Ferrell and Jordan were absent during the vote.

City Attorney Kit Williams read the ordinance.

Alderman Thiel: Swifty and I brought this forward because of our concern on the salvage yard that's being put in and I feel strongly that both salvage yards and mini-storage units should come in as conditional use so that we do get conditions placed with those projects.

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 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 unanimously.

Ordinance 4913 as Recorded in the Office of the City Clerk

Statement from Alderman Marr.

Alderman Marr announced his resignation as Alderman of Ward Two, Position Two. He personally thanked the council for everything he has learned from each of them, for all their hard work, friendship, and their vision for Fayetteville. He stated I really believe that this is a great Council. He went on to thank City Clerk Sondra Smith along with the City Clerk staff, City Attorney Kit Williams, Mayor Coody and he also gave personal messages to each of the Councilmen. He thanked the citizens who believed in him and put him on the Council and

James for being a huge support along with his friends. He stated it has been a great time, this is my official sayonara. I appreciate all your support during my time.

Mayor Coody presented Alderman Marr with a plaque of appreciation for his years of service.

Vacancy for Alderman Ward Two, Position Two: An ordinance declaring a vacancy to exist in the office of alderman for Ward Two, Position Two, calling and setting a date for the special election to fill that position.

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.

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.

City Attorney Kit Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 7-0.

Ordinance 4914 as Recorded in the Office of the City Clerk

Mayor Coody announced the Bond Issue Election on September 12, 2006. He briefly explained each question and expressed the importance of this election.

Alderman Jordan encouraged everyone to get out and vote on September 12, 2006 and he expressed the importance of this election.

Alderman Reynolds encouraged the voters of Ward 1 to get out and vote on September 12, 2006. He stated his support of the issue. I want you to support it; if you have any questions give me a call. It is very important.

Alderman Lucas asked the people in Ward 4 to support this. She stated this is extremely important for the City so please get out and vote on September 12, 2006.

Meeting Adjourned at 10:35 PM

Dan Coody, Mayor

Sondra Smith, City Clerk/Treasurer

Nominating Committee Report
Meeting: Monday, September 11, 2006
Room 111, City Hall 5:00 p.m.
Members Present – Kyle Cook, Shirley Lucas, and Bren

Attach a
Copy to the
Sept. 19 Minutes

The following is being submitted to the entire City Council for consideration.

Construction Board of Adjustments and Appeals

The Committee recommends the following candidate for appointment:

- *Teresa Kolb* – One unexpired alternate term ending 3/31/07.

Environmental Concerns Committee

The Committee recommends the following candidates for appointment:

- *Nancy Varvil* – One unexpired citizen-at-large term ending 12/31/06.
- *Scott Longing* – One unexpired citizen-at-large term ending 12/31/08.

Telecommunications Board

The Committee recommends the following candidate for appointment:

- *Richard Drake* – One unexpired term ending 6/30/10.

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 - Vacant
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
September 19, 2006**

A meeting of the Fayetteville City Council will be held on September 19, 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**

Nominating Committee Report

A. CONSENT:

- 1. Approval of the July 17, 2006 City Council and Planning Commission joint meeting and the August 15, 2006 City Council meeting minutes.**
- 2. Time Striping, Inc:** A resolution approving a contract with Time Striping, Inc. in the amount of \$29,504.70 for Airport Parking Lot Rehabilitation; approving a ten percent project contingency in the amount of \$2,950.00; and approving a budget adjustment in the amount of \$35,296.00.
- 3. Garver Engineers, LLC; Van Asche Drive Extension Project:** A resolution approving an amendment to the contract with Garver Engineers, LLC in the amount of \$135,750.00 for Construction Phase Services on the Van Asche Drive Extension Project.
- 4. Garver Engineers, LLC; Mount Comfort from I-540 to Ruppel Road:** A resolution approving a contract with Garver Engineers, LLC in an amount not to exceed \$320,050.00 for traffic studies, design surveys, and conceptual design services for Mount Comfort Road from I-540 to Ruppel Road.

5. **Arkansas & Missouri Railroad Safety Improvements:** A resolution approving payment to the Arkansas & Missouri Railroad in an amount not to exceed \$362,000.00 for safety improvements to the crossing at Van Asche Drive and Gregg Avenue.
6. **Wayne Gentry d/b/a Nu Look Contract Amendment:** A resolution approving Amendment #1 to the contract with Wayne Gentry d/b/a Nu Look in an amount not to exceed \$20,000.00 to continue the Redevelopment Program through the end of 2006.
7. **Northwest Arkansas Housing Coalition Ten-Year Plan To Reduce Homelessness:** A resolution supporting the development of the Northwest Arkansas Housing Coalition Ten-Year Plan to Reduce Homelessness.
8. **Animal Services Building Contract:** A resolution approving a contract with Roberts-McNutt, Inc. in the amount of \$43,817.00 to re-roof the Animal Services Building; and approving a project contingency in the amount of \$4,382.00.

B. UNFINISHED BUSINESS:

1. **Annexation of Island Surrounded by the City of Fayetteville and Farmington:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
2. **Annexation of Island Surrounded by the City of Fayetteville:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of the City of Fayetteville, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
3. **ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
4. **First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville. *This resolution was Tabled at the September 5, 2006 City Council Meeting to the September 19, 2006 City Council Meeting.*
5. **ANX 06-2183 Lierly Lane Subdivision:** An ordinance annexing that property described in annexation petition ANX 06-2183 (CC2006-16), for a part of Lierly Lane Subdivision located south of Lierly Lane, containing approximately 20 acres. *This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*

6. **RZN 06-2184 Lierly Lane Subdivision:** An ordinance rezoning that property described in rezoning petition RZN 06-2184 for approximately 20 acres, a part of Lierly Lane Subdivision located south of Lierly Lane 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 September 5, 2006 City Council Meeting.*
7. **RZN 06-2181 Life Covenant Church:** An ordinance rezoning that property described in rezoning petition RZN 06-2181, for approximately 1.36 acres, located at 1855 Porter Road 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 September 5, 2006 City Council Meeting.*

C. NEW BUSINESS:

1. **RZN 06-2199 Red Arrow Downzoning:** An ordinance rezoning that property described in rezoning petition RZN 06-2199, for approximately 88 individual properties, located south of Eighteenth Street, east of I-540, and west of Razorback Road from RMF-24, Residential Multi-Family, 24 units per acre to RSF-4, Residential Single Family, 4 units per acre.
2. **RZN 06-2201 Mariscal:** An ordinance rezoning that property described in rezoning petition RZN 06-2201, for approximately 1.50 acres, located at 4041 Wedington Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial.
3. **Sweetser Construction Contract:** A resolution approving a construction contract with Sweetser Construction in the amount of \$3,165,079.80 for the Van Asche Drive extension project; approving a project contingency in the amount of \$158,254.00; and approving a budget adjustment in the amount of \$2,173,496.00.
4. **Amend §117.41 of the Code of Fayetteville – Taxicabs:** An ordinance to amend §117.41 of the Code of Fayetteville to eliminate the administrative fee for replacement taxicabs.
5. **Cherokee Nation Contract Amendment #1:** A resolution approving Contract Amendment # 1 to the contract with the Cherokee Nation to provide the combined services of receiving, handling, hauling and disposing of municipal residential and commercial waste at the City of Fayetteville's transfer station.

D. INFORMATIONAL:

City Council Tour: None

Revised

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH ROBERTS-MCNUTT, INC. IN THE AMOUNT OF \$43,817.00 TO RE-ROOF THE ANIMAL SERVICES BUILDING; AND APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,382.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a Contract with Roberts-McNutt, Inc. in the amount of \$43,817.00 to re-roof the Animal Services Building. 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 Project Contingency in the amount of \$4,382.00.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED:

DAN GOODY, Mayor

Attest:

By

SONDRA SMITH, City Clerk

Added at Agenda Session
ALDERMAN AGENDA REQUEST FORM

C. 4
Amend 117.41 of the
Code of Fayetteville-Taxicabs
Page 1 of 4

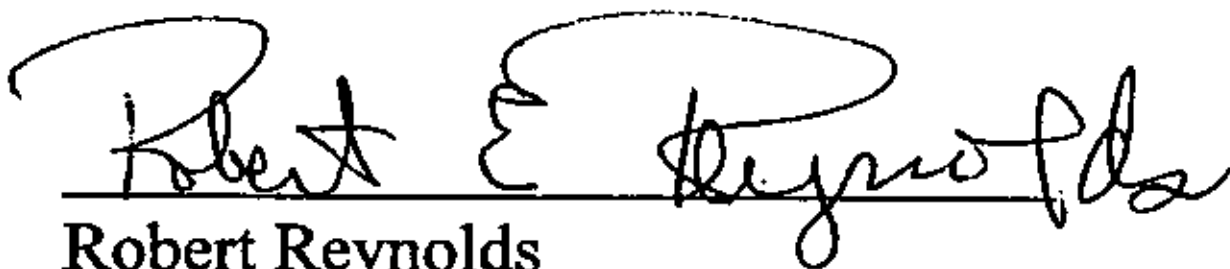
FOR: COUNCIL MEETING OF SEPTEMBER 19, 2006

FROM: ALDERMAN ROBERT REYNOLDS

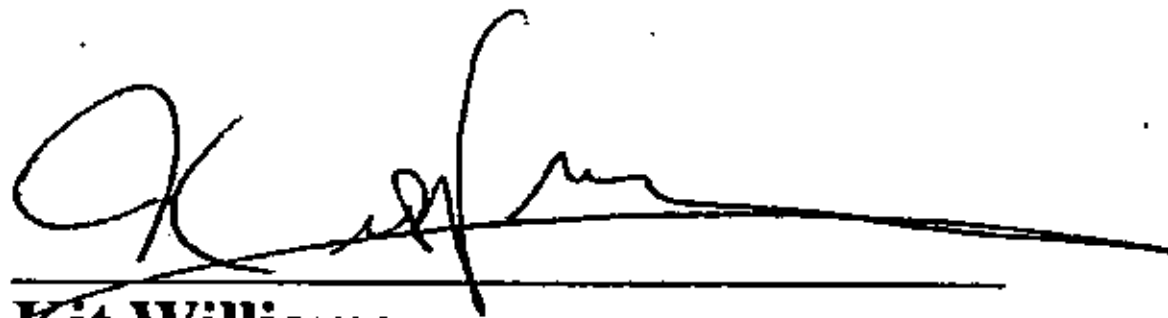
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §117.41 Of The Code Of Fayetteville To Eliminate The Administrative Fee For Replacement Taxicabs

APPROVED FOR AGENDA:


Robert Reynolds
Alderman

9-12-06
Date


Kit Williams
City Attorney (as to form)

9-12-06
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §117.41 OF THE CODE OF
FAYETTEVILLE TO ELIMINATE THE ADMINISTRATIVE
FEE FOR REPLACEMENT TAXICABS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends
§117.41 *Vehicles To Be Kept Safe and Sanitary* by adding two additional sentences at the end of
the section as follows:

“If a properly inspected, licensed taxicab with decal is taken out of
service and replaced with another taxicab, the replacement taxicab
must be inspected by the Fleet Superintendent at the established
rate as set out above. However, the replacement taxicab shall then
receive a decal without the owner having to pay the \$100.00
administrative fee.”

The new §117.41 shall be enacted as set forth in Exhibit A attached hereto.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"

117.41 Vehicles To Be Kept Safe And Sanitary

Every vehicle operating under this article shall be subject to a thorough examination and inspection by the Fleet Division of the City, to include verification of the accuracy of each fare meter. The cost of said inspection shall be at a rate set by the Fleet Superintendent and shall be calculated at the hourly charge schedule utilized by the division. In addition, certificate holders shall pay an annual one hundred (100) dollar fee per vehicle, to defray the City's administrative costs. The vehicle must comply with such reasonable rules and regulations as may be prescribed by the Chief of Police, or his duly-appointed representative. These rules and regulations shall be promulgated to provide safe transportation and shall specify such safety equipment and regulatory devices as the Chief of Police, or his duly-appointed representative, shall determine necessary. The vehicle, upon passage of an inspection shall be affixed with a decal that certifies the vehicle as safe to operate in the City of Fayetteville. If a properly inspected, licensed taxicab with decal is taken out of service and replaced with another taxicab, the replacement taxicab must be inspected by the Fleet Superintendent at the established rate as set out above. However, the replacement taxicab shall then receive a decal without the owner having to pay the \$100.00 administrative fee.

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

Added at
Agenda Session
9/12/06

C. 5
Cherokee Nation Contract Amendment #1
Page 1 of 36

9/19/2006

City Council Meeting Date

Gary Dumas

Submitted By

Division

Operations

Department

Action Required:

Resolution to Approve: Cherokee Nation Contract to Provide for the Operation of the Transfer Station, Hauling Services, and Disposal of Solid Waste – Amendment No: 1

None

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Fund Name

Budgeted Item

xx

Budget Adjustment Attached

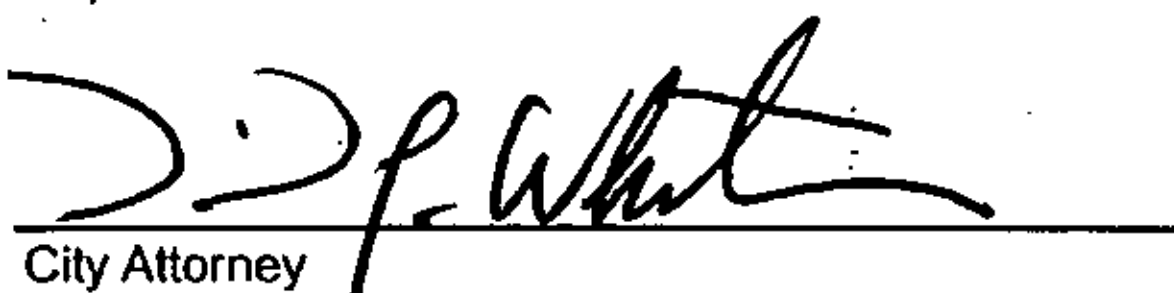

Department Director

9/12/2006

Date

Previous Ordinance or Resolution # 64-06

Original Contract Date: 4/4/2006


City Attorney

9/12/06
Date

Original Contract Number:

Finance and Internal Service Director

Date

Received in City Clerk's Office



Mayor

Date

Received in Mayor's Office

Comments:

OPERATIONS DIRECTOR

To: City Council

From: Gary Dumas

Date: September 12, 2006

RE: Cherokee Nation Contract to Provide for the Operation of the Transfer Station,
Hauling Services, and Disposal of Solid Waste – Amendment No. 1

Recommendation

Approve Resolution Amending the contract with Cherokee Nation to allow a 3rd Surety Option for contract performance; Transfer of All Assets (equipment and personnel) of the Hauling and Operating Company in the event of contractor failure.

Background

On April 4, 2006 the City entered into a contract with the Cherokee Nation to operate the transfer station, provide hauling services and disposal of solid waste for the City of Fayetteville. The contract is scheduled to go into effect of September 25, 2006 (rather than the September 26 date within the contract, though agreement with Waste Management of Arkansas). This contract will save the City approximately \$295,724 annually over the current vendor's contract. The annual value of the contract to the Cherokee Nation is \$1,184,348. The saving the City will incur as a result of this contract will offset some of the inflationary expenses within the Solid Waste and Recycling operation.

The Cherokee Nation has requested an alternative to providing the contract performance surety as required by contract language.

4. SECURING FOR PERFORMANCE: Cherokee Nation has provided a performance bond issued by a corporate surety which is satisfactory to the City and authorized to do business in the State of Arkansas in the amount of two million dollars (\$2,000,000.00) to secure faithful performance of this Contract, but shall be authorized, at the election of Cherokee Nation, to replace the performance bond with a letter of credit from an accredited state or national bank in the sum of Five Hundred Thousand Dollars (\$500,000.00). The security shall remain in full force and effect during the term of this Contract and all costs of same shall be the responsibility of Cherokee Nation.

The contract language provided two options for securing performance. The preferred of these two options is the letter of credit because of its ease of access by the City. With the letter of credit, the City only has to show to the financial institution proof of non-performance and the City can access the funds secured by the letter. The performance bond is treated more like an insurance policy and the City would be required to make claims and be reimbursed.

Currently the City is holding \$100,000 from the contract to secure performance. Prior to initiation of work for the City on September 25, all contract provisions must be fulfilled.

Discussion

The contract fees are:

Transfer Station Operation -----	\$ 3.50 per ton
Hauling Services -----	\$ 5.50 per ton
Disposal -----	\$13.97 per ton

The transfer and hauling fees are \$9.00 per ton. At approximately 200 tons per day, the month fee to the contractor will be approximately \$39,600.

The contractor has requested that rather than a letter of credit that the City accept a third surety option. That option being that the City retains the currently held \$100,000 and in the event of non-performance all assets, equipment and personnel related to the operation of the transfer station and the hauling to the landfill will be transferred to the City, and the City utilize the \$100,000 for any expenses above the approximate \$39,600 per month that the City would be spending for transfer station and hauling services. The disposal services at the Cherokee Nation Landfill would remain available.

The equipment utilized in the operation is as follows:

Three (3) Mack semi tractors w/wet kits @ \$58,000 ea.-----	\$174,000
Six walking floor trailers w/tarps @ \$48,500 ea -----	\$291,000
Komatsu WA 200 loader -----	\$ 99,359
Komatsu WB 140 loader backhoe -----	\$ 72,240
Total -----	\$636,599

The monthly debt service is \$14,004 and the monthly personnel expense is estimated to be \$18,337, for a total of \$32,341. Fuel cost is estimated at \$9,897 per month. Maintenance is estimated at \$5,000 per month. Total operational cost is \$47,238. Available monthly contractor fee is \$39,600. The \$100,000 cash deposit would be used to supplement the monthly contractor fee for several months while a Council decision on an replacement contractor is reached. The solicitation for a new contractor should take less than 90 days.

This option will allow if necessary, the continuation of all solid waste activities without significant interruption until a new contract can be awarded.

Utilization of a letter of credit or other cash surety would require during at least the short-term that our solid waste collection vehicles dump at the landfill rather than at the transfer station. Wear and tear on these vehicles would be significant given the increased mileage. Fuel expense would be approximately 5.5 times greater at \$54,432 per month.

While no one wants to contemplate a contract failure, the performance requirements are in place to protect the City in such an event. In evaluating the options, it appears that the type of surety proposed by Cherokee Nation, though unusual, is a better option for the City of Fayetteville.

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENT #1
TO THE CONTRACT WITH THE CHEROKEE NATION TO
PROVIDE THE COMBINED SERVICES OF RECEIVING,
HANDLING, HAULING AND DISPOSING OF MUNICIPAL
RESIDENTIAL AND COMMERCIAL WASTE AT THE CITY OF
FAYETTEVILLE'S TRANSFER STATION.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby approves Amendment #1 to the contract with the Cherokee Nation
providg the combined services of receiving, handling, hauling and disposing of
municipal residential and commercial waste at the City of Fayetteville's Transfer
Station. A copy of Amendment #1, marked Exhibit "A" is attached hereto and
made a part hereof.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

SONDRA SMITH, City Clerk

EXHIBIT "A"

**AMENDMENT #1
TO THE AGREEMENT TO TRANSPORT AND DISPOSE
OF MUNICIPAL SOLID WASTE
AND FOR OPERATION OF TRANSFER STATION**

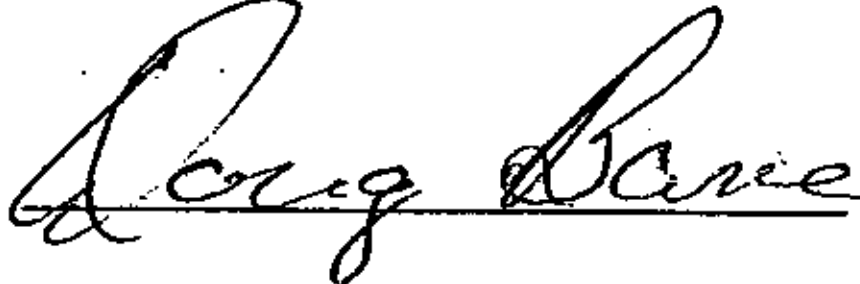
BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas and The Cherokee Nation, on this ____ day of September, 2006, hereby agree that the Agreement of April 4, 2006, shall be amended by striking Paragraph 4 and inserting the following in its stead:

4. Cherokee Nation has provided a performance bond issued by a corporate surety which is satisfactory to the City and authorized to do business in the State of Arkansas in the amount of two million dollars (\$2,000,000.00) to secure faithful performance of this Contract, but shall be authorized, at the election of Cherokee Nation, to replace the performance bond with a letter of credit from an accredited state or national bank in the sum of Five Hundred Thousand Dollars (\$500,000.00), or execute an Assignment of all of the Assets of Feather Hauling Services, LLC, to include both equipment and personnel, to the City of Fayetteville, together with a deposit of \$100,000.00. The security, in whatever form, shall remain in full force and effect during the term of this Contract and all costs of same shall be the responsibility of Cherokee Nation.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set for herein above.

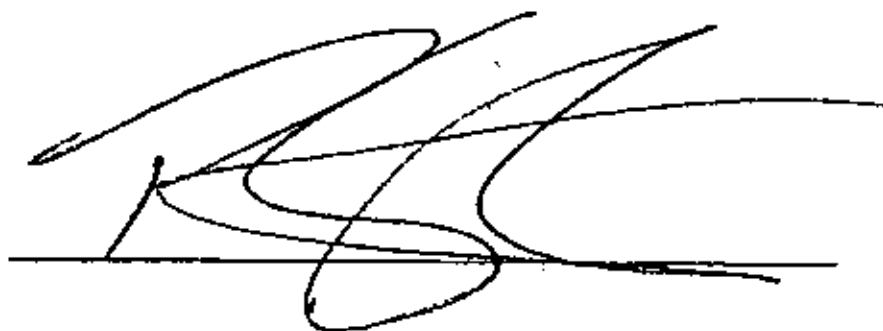
CHEROKEE NATION



CITY OF FAYETTEVILLE

DAN COODY, Mayor

WITNESS:



ATTEST:

SONDRA SMITH, City Clerk

EXHIBIT "A"

**AMENDMENT #1
TO THE AGREEMENT TO TRANSPORT AND DISPOSE
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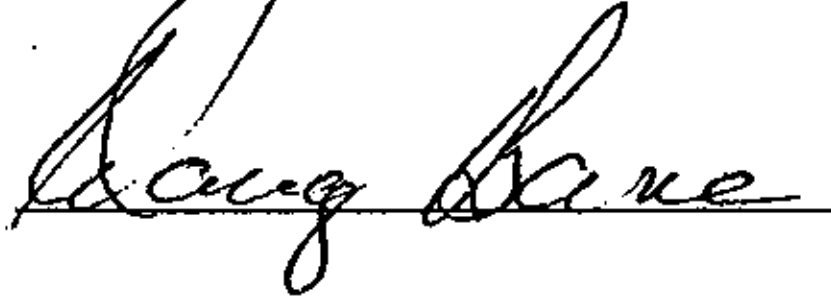
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IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set for herein above.

CHEROKEE NATION



CITY OF FAYETTEVILLE

DAN COODY, Mayor

WITNESS:



ATTEST:

SONDRA SMITH, City Clerk

Annualized Salary Information – Fayetteville Transfer Station

Position Title	Hourly Base Rate	Yearly Total	Fringe Benefits @ 38%	Total Costs
Manager/Scale House Operator	N/A	\$35,000.00	\$13,300.00	\$48,300.00
Heavy Equipment Finish Operator	13.50	\$28,080.00	\$10,670.40	\$38,750.40
Truck Driver 1	12.50	\$26,000.00	\$9,880.00	\$35,880.00
Truck Driver 2	12.50	\$26,000.00	\$9,880.00	\$35,880.00
Truck Driver 3	12.50	\$26,000.00	\$9,880.00	\$35,880.00
Sanitation Technician	9.00	\$18,720.00	\$7,113.60	\$25,833.60
TOTALS:		\$159,800.00	\$60,724.00	\$220,052.60

Equipment and Truck Information
Feather Hauling Services, LLC

Description of Equipment/Trucks	Value	Monthly Payments
Three (3) Mack Semi tractors with wet kits @ \$58,000.00 ea	\$174,000.00	\$4,972.92
Six (6) Walking Floor Trailers with Tarps @ \$48,500.00 ea	\$291,000.00	\$4,577.04
Komatsu WA 200 Loader	\$99,359.00	\$2,497.00
Komatsu WB 140 Loader Backhoe	\$72,240.00	\$1,958.00
TOTALS:	\$636,599.00	\$14,004.96

City Council Agenda Item

To: Mayor and City Council
From: Gary Dumas
Date: March 15, 2006
Subject: Transfer Station Contract Update

Recommendation: Staff requests awarding a contract to the Cherokee Nation for the combined services of receiving, handling, hauling and disposing of municipal, residential and commercial waste at the City of Fayetteville's Transfer Station.

Background: The current contract with Waste Management for the operation of the transfer station including the services mentioned above is set to expire on September 26, 2006. The City solicited bids for these services with bid #06-08 and opened sealed bids on February 10th, 2006. Only one contractor, The Cherokee Nation, placed a bid.

Discussion: The Cherokee Nation operates a federally regulated Subtitle D landfill near Stillwell, Oklahoma. The landfill has been operated by the Nation for over 20 years. Currently the Boston Mountain Solid Waste District, the City of Lincoln, the City of Prairie Grove, the City of Tahlequah, the City of Stillwell, and the Delaware County Solid Waste Authority primarily uses this landfill for their disposal needs. The landfill is under new management and is permitted, licensed and compliant with all federal regulations regarding environmentally sound landfills.

The contract will allow the City to dump class 4 material (construction and non putrescible waste) on the tipping floor at the Transfer Station, saving the Division valuable haul time by not taking the material to the class 4 landfill at Tontitown. This will be a significant savings to the Division especially with the growth currently being experience in the drop box program.

The contract stipulates that the rate for the services provided in the contract will be paid in the sum of \$24.47 per ton and is inclusive of all present applicable government fees and licenses, surcharges, taxes, materials, overhead, profit, insurance and equipment. The fee will not be adjusted for 3 years from the start of operation but shall be subject to fuel surcharges as needed and agreed upon under the terms of the contract.

The current rate for the services rendered through Waste Management is \$30.58 per ton or approximately \$1,480,072 annually. The new contract will represent a savings of \$6.11 per ton or approximately \$295,724 in annual costs. These numbers are based on the estimation of 48,400 tons per year handled through the transfer station. The annual value of the contract to Cherokee Nation is approximately \$1,184,348.

Budget Impact: The impact will be beneficial to the City with the reduction of disposal costs budgeted to the Commercial, Residential and Drop Box programs. These accounts; 5500.5010.5316.00 - Commercial, 5500.5020.5316.00 - Residential, and 5500.5030.5316.00 - Drop Box will be positively affected.

RESOLUTION NO. 64-06

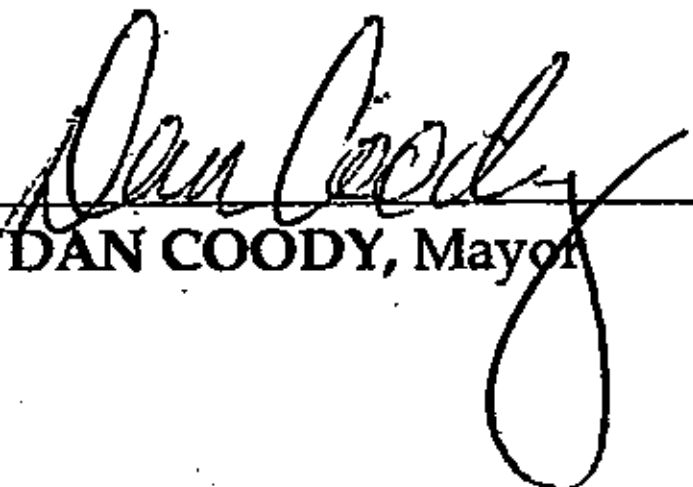
A RESOLUTION AWARDING A CONTRACT TO THE CHEROKEE NATION TO PROVIDE THE COMBINED SERVICES OF RECEIVING, HANDLING, HAULING AND DISPOSING OF MUNICIPAL RESIDENTIAL AND COMMERCIAL WASTE AT THE CITY OF FAYETTEVILLE'S TRANSFER STATION.

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

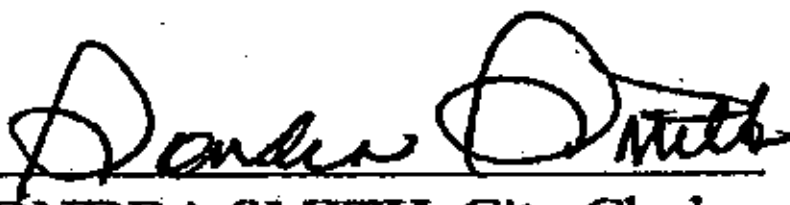
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards a contract to the Cherokee Nation to provide the combined services of receiving, handling, hauling and disposing of municipal residential and commercial waste at the City of Fayetteville's Transfer Station. A copy of the contract, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and APPROVED this 4th day of April, 2006.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 
SONDRA SMITH, City Clerk



**AGREEMENT TO TRANSPORT AND DISPOSE
OF MUNICIPAL SOLID WASTE
AND FOR OPERATION OF TRANSFER STATION**

This agreement is made and entered into this 4th, day of April, 2006, by and between the City of Fayetteville, Arkansas and The Cherokee Nation.

Terms and Conditions

WITNESSETH: In consideration of the terms and conditions set forth below, which constitute good and enforceable consideration, it is agreed:

1. **TERM OF AGREEMENT:** Performance of this agreement shall begin on September 26, 2006. The initial term of the Contract shall be five years from the date above. The City shall have the option to renew this agreement for three additional five year terms, subject to mutual renegotiation of terms. The City shall provide the Cherokee Nation written notice of its intent to renew at least ninety days prior to the expiration of the current Contract. The Contract and any renewal of same, shall be subject to annual approval of the budget by the Fayetteville City Council.

2. **SCOPE OF SERVICE:** Cherokee Nation shall be responsible for the performance of all services reasonably necessary to provide for the proper disposal of the residential and commercial waste generated within the City. Goods and services to be provided by The Cherokee Nation under the terms of this agreement shall include but not be limited to the following:

- (a) Operating supplies including fuel;
- (b) Operating equipment. Any front-end loader buckets shall be equipped with attached brushes or sweeps to prevent metal-to-concrete floor contact during any tipping floor loading operations. Truck scales and other permanent fixtures of the building and grounds will be provided and maintained by the City;
- (c) Scale house attendant services;
- (d) Tipping floor supervision and load spotting services;
- (e) Equipment maintenance services for all Cherokee Nation equipment;
- (f) Regular housekeeping and cleaning services for the Transfer Station, the scale house, and for the portion of the ground occupied by Transfer Station operations and equipment;

- (g) Operators for waste handling equipment including loading and compaction equipment;
- (h) Documentation of inbound and outbound tonnages of solid waste;
- (i) Regular billing statements to all Transfer Station customers;
- (j) General administrative oversight and supervision; and
- (k) Preparation of regular, required reports to all applicable government agencies, as well as a quarterly summary report to the City; and
- (l) For any and all waste hauling services, whether hauling to, or from the City's Transfer Station, and whether performed by The Cherokee Nation, or by a contractor employed by the Nation for these purposes, no additional taxes or assessments will be imposed by the City of Fayetteville on those activities, so long as they are related to the operation of the City's Transfer Station and the appropriate royalty per ton is paid to the City of Fayetteville as described below.

3. **FEES:** For its services to be performed hereunder, Cherokee Nation shall be entitled to receive payment from the City of Fayetteville of the following fees: For the combined services of receiving, handling, hauling and disposing of the solid waste delivered to the transfer Station by the City of Fayetteville, the sum of \$24.47 per ton based upon incoming weight delivered to the Transfer Station. Cherokee Nation shall be entitled to charge a reasonable fee for all other solid waste delivered to the transfer Station from sources other than the City of Fayetteville, for which the Cherokee Nation shall pay to the City of Fayetteville a host fee of \$3.50 per ton based upon incoming weight delivered to the Transfer Station.

The fee shall be inclusive of all present applicable government fees and licenses, surcharges, taxes, materials, overhead, profit, insurance and equipment. The Cherokee Nation fee will not be adjusted for (3) years from the start of operation, currently anticipated to be September 26, 2006, but such fees shall be subject to fuel surcharges as may be needed from time to time, to accommodate increased costs above the initial benchmark cost of: \$2.2382 per gallon for road diesel; \$1.8177 per gallon for high sulfur off-road diesel as determined by the most recent acquisitions by Cherokee Nation's contract operator of the Cherokee Nation Sanitary Landfill. The fuel surcharge, when applicable, will increase the initial fee per ton as referenced above. No fuel surcharge shall be authorized hereunder until the combined average daily benchmark cost for road diesel and off-road diesel is, for the most recent billing month, greater than 10% of the initial benchmark. For each 10% increment the initial fee per ton may be additionally adjusted.

On September 26, 2009, the Cherokee Nation fee may be adjusted by using the difference in the CPI from September of the prior year and the CPI for August of 2009, as determined by use of the United States Department of Labor index for goods and services. That index is found at: <http://data.bls.gov/cgi-bin/surveymost?su>. Cherokee Nation shall bill the City on a monthly basis for its services hereunder, itemizing such bills to show the tonnage and resulting fee. Bills shall be paid within thirty (30) days of presentation. Cherokee Nation shall account and pay to the City the City's host fee as previously described in this section above within thirty (30) days of Cherokee Nation's receipt thereof. Cherokee Nation shall keep accurate records which shall be made available to the City during regular business hours during the term of this Contract, and for no less than three years after the termination thereof, in the event there is a need for either party to justify all fees and payments.

The fees to be charged to an outside hauler bringing waste to the transfer station will not be controlled or disclosed by the terms of this Agreement, but such rate will always be reasonable, when compared to the surrounding market prices. This rate may be adjusted from time to time at the discretion of the Nation, but at no time shall the rate charged to outside haulers be less than the rate charged to the City of Fayetteville. For purposes of this Agreement, the term outside hauler includes any and all wastes not hauled to the Transfer Station by the City of Fayetteville.

4. SECURING FOR PERFORMANCE: Cherokee Nation has provided a performance bond issued by a corporate surety which is satisfactory to the City and authorized to do business in the State of Arkansas in the amount of two million dollars (\$2,000,000.00) to secure faithful performance of this Contract, but shall be authorized, at the election of Cherokee Nation, to replace the performance bond with a letter of credit from an accredited state or national bank in the sum of Five Hundred Thousand Dollars (\$500,000.00). The security shall remain in full force and effect during the term of this Contract and all costs of same shall be the responsibility of Cherokee Nation.

5. QUANTITIES: The City makes no warranties as to the quantities of solid waste available for transfer and disposal. The City, during the term of this contract shall deliver to Cherokee Nation the City's Transfer Station all of the municipal, residential and commercial solid waste streams collected by the City, except recyclable waste recycled as such.

6. DISPOSAL SITES: Cherokee Nation shall dispose of all waste tendered it in disposal sites that are properly permitted and operating in accordance with all applicable State and Federal laws and regulations. Cherokee Nation shall at all times have a commitment for adequate landfill air space adequate to meet the projected needs of the waste to be disposed of hereunder during the term of the Contract. Prior to any change by Cherokee Nation of the disposal site, Cherokee Nation shall provide documentation to the City that such site meets specifications hereunder.

7. **CHEROKEE NATION'S EQUIPMENT:** Cherokee Nation warrants that all transport tractors, trailers and equipment used in the operation of the Transfer Station and the transport of accepted solid waste, will be maintained in a mechanically sound, clean and painted manner at all times, and that Cherokee Nation shall have sufficient spare equipment available to ensure daily loading, transport and disposal of all waste received pursuant to this Contract. All equipment shall be painted uniformly with respect to Cherokee Nation or its chosen contractor. Transport trailers shall be marked with the name and telephone number of Cherokee Nation or its contractor, on each side of the vehicle.

8. **REPRESENTATION, WARRANTIES AND COVENANTS OF THE CITY:**
The City represents, covenants and warrants:

- (a) That the City's Transfer Station, at the time it is tendered to Cherokee Nation for operation, shall be properly and fully permitted as a solid waste transfer station by all applicable governmental authorities, and shall be designed, constructed and operable, within industry standards, as a transfer station;
- (b) That in its delivery of waste to the City's Transfer Station, the City, its customers, agents and employees shall obey all reasonably adopted rules and regulations that may be posted from time to time by Cherokee Nation for the proper, efficient and safe operation of the facility, and shall exercise reasonable prudence and care in disposing of waste at the facility.
- (c) That the City will provide access by Cherokee Nation to the Transfer Station at least one (1) week in advance of the commencement of these services for the purpose of set up and testing of communication and software systems necessary for the use of Cherokee Nation in the proper and efficient performance of this Agreement in the operation of said facility.

9. **DEFAULT AND TERMINATION:** Upon the breach of either party to this Contract of any of its material terms and conditions, and delivery of written notice to the breaching party of said breach and demand for cure, the breaching party shall fully cure said breach within sixty (60) days. Failure to so cure shall entitle the party providing said notice to declare a default and terminate the Contract, which termination must be set forth in writing and delivered to the defaulting party.

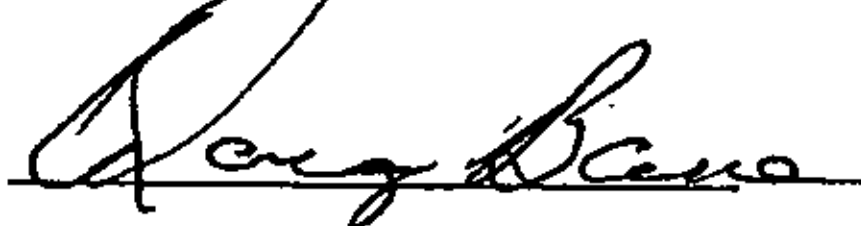
10. **GENERAL SPECIFICATIONS:** The terms and conditions of this Contract include each and every general specification set forth hereinafter.

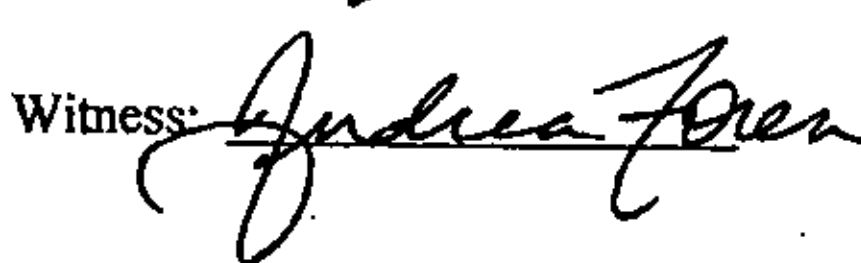
11. EXCUSED PERFORMANCE: Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, fires, acts of God, and act of Federal and State governments, governmental agencies or Courts.

12. ADMINISTRATIVE PROVISIONS: This agreement constitutes the entire agreement between the parties and there are no representations, warranties, promises, covenants, agreements or contracts except as set forth herein. This agreement may not be amended except as set forth in writing and signed by authorized representatives for both parties. This agreement shall be construed under the laws of the State of Arkansas, and shall inure to the benefit of the parties hereto, their successors, assigns and representatives. This agreement may be assigned by either party only with the prior written consent of the other party, which consent shall not be unreasonably withheld. The persons signing on behalf of the respective parties hereto warrant that they have full and proper authority to execute this agreement on behalf of the parties so represented.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set for herein above.

CHEROKEE NATION

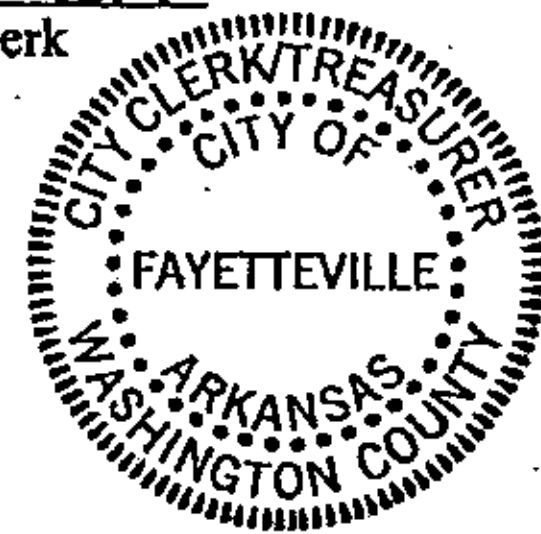


Witness: 

CITY OF FAYETTEVILLE


DAN COODY, Mayor

ATTEST: 
Sondra Smith, City Clerk



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

4/4/06
64-06
Cherokee Nation/
Transfer Station

April 4th, 2006
City Council Meeting Date

Brian Pugh
Submitted By
Solid Waste and Recycling
Division
Operations
Department

Action Required:

Staff requests awarding a contract to the Cherokee Nation for the combined services of receiving, handling, hauling and disposing of municipal, residential and commercial waste at the City of Fayetteville's Transfer Station.

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

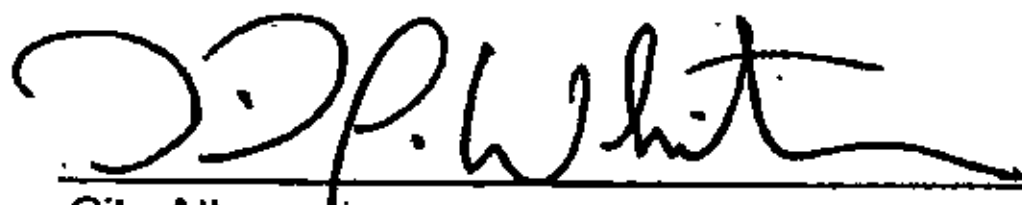
Budgeted Item ☐ Budget Adjustment Attached ☐


Department Director
3-17-06
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

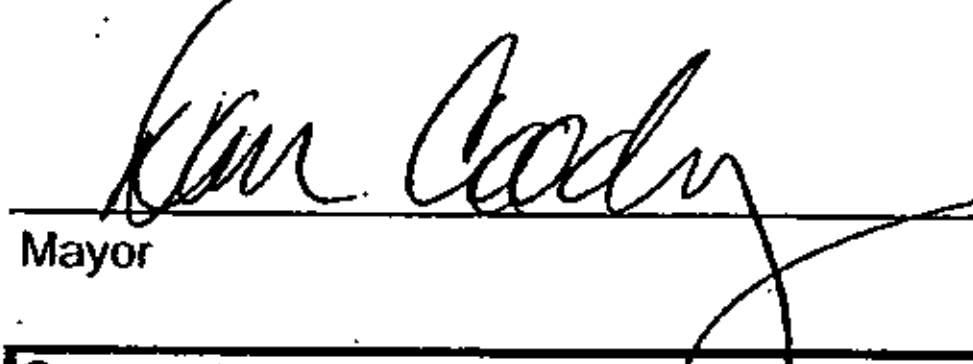
Original Contract Number: _____


City Attorney
3/20/06
Date

Received in City Clerk's Office
ENTERED
3/17/06


Finance and Internal Service Director
3/21/06
Date

Received in Mayor's Office
ENTERED
3/20/06


Mayor
3/22/06
Date

Comments:

City Council Agenda Item

To: Mayor and City Council
From: Gary Dumas 
Date: March 15, 2006
Subject: Transfer Station Contract Update

Recommendation: Staff requests awarding a contract to the Cherokee Nation for the combined services of receiving, handling, hauling and disposing of municipal, residential and commercial waste at the City of Fayetteville's Transfer Station.

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Budget Impact: The impact will be beneficial to the City with the reduction of disposal costs budgeted to the Commercial, Residential and Drop Box programs. These accounts; 5500.5010.5316.00 - Commercial, 5500.5020.5316.00 - Residential, and 5500.5030.5316.00 - Drop Box will be positively affected.



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

INVITATION TO BID

BID # 06-08

Solid Waste Transfer and Disposal

BID #: 06-08

DATE ISSUED: January 19, 2006

DATE & TIME OF OPENING: February 10, 2006 at 2:00 PM

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

F.O.B. Fayetteville, AR

INVITATION TO BID CITY OF FAYETTEVILLE, ARKANSAS
BID DOCUMENTS
FOR
TRANSPORT AND DISPOSAL OF SOLID WASTE
PROVISION OF TRANSFER STATION/RECYCLING CENTER
OPERATION OF TRANSFER STATION

BID 06-08, "SOLID WASTE TRANSFER AND DISPOSAL"

INVITATION TO BID

For Transport and Disposal of Solid Waste
Provision of Transfer Station/Recycling Center
Operation of Transfer Station

CITY OF FAYETTEVILLE, ARKANSAS

The City of Fayetteville (City) has one facility that contains both the Fayetteville Transfer Station and the Fayetteville Recycling Center (Fayetteville Transfer Station/Recycling Center). The Transfer portion of this facility utilizes loose-fill technology and is capable of satisfying the present and future solid waste disposal needs of the City. Design is expandable to allow the Fayetteville Transfer Station to serve Washington County as necessary.

Scaled Bids are invited and will be received by the City of Fayetteville for one or all of the following:

Option A: Disposal of all solid waste received at the Fayetteville Transfer Station.

Option B: The daily transport of all solid waste received at the Fayetteville Transfer Station.

Option C: The daily transport and disposal of all solid waste received at the Fayetteville Transfer Station.

Option D: The operation of the Transfer Station and the offer of a host fee to the City.

Bids must be made on the enclosed Bid Forms in accordance with Instructions to Bidders described herein and as furnished by the Purchasing Department, City Administration Building, Fayetteville Arkansas.

The defined terms appearing in the General Specifications apply to all Invitation to Bid Documents. Copies of Forms are attached hereto.

Bids must be delivered to the City Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas 72701 on or before **February 10, 2006 at 2:00 pm, local time**. The envelope containing the Bid must be sealed and plainly marked "**BID 06-08, SOLID WASTE TRANSFER AND DISPOSAL**".

Bids will be publicly opened and read at that time in the offices of the Purchasing Department or a room to be designated and announced at the time of opening. The successful Bidder will be awarded the Contract through an Ordinance of the City

approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

A Bid bond or certified check must accompany the Bid in accordance with the Instructions to Bidders.

The City reserves the right to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

There will be a pre-bid conference on January 27, 2006, 1:30 p.m. at the Solid Waste & Recycling Division, 1560 South Happy Hollow Road, Fayetteville, Arkansas.

INSTRUCTIONS FOR BIDDERS

1. TERM OF AGREEMENT

The agreement is to take effect and continue and remain in full force and effect for a period of five (5) years, and such period shall commence on September 27, 2006. The City shall have the option to renew said agreement for three (3) successive five (5) year terms. The option to renew can be made effective by written notification from the City to the Contractor, ninety (90) days prior to the expiration of the previous contract period. Contract will be subject to the annual approval of the budget by the Fayetteville City Council.

2. PREPARATION OF THE BID

Bids shall be made on the Bidders Bid Form attached hereto and as described herein, and shall give the amount of bids for services provided in figures, and must be signed by the Bidder. If price already entered by the Bidder on the Bid Form is to be altered, it shall be crossed out with ink and the new unit price entered above or below it, and initialed by the Bidder in ink. Each Bid, together with appropriate attachments, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, address, and plainly marked "**BID 06-08, SOLID WASTE TRANSFER AND DISPOSAL**". If forwarding by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid. The City may consider as irregular any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Any Bid received after the time and date specified above shall not be opened and will not be considered.

3. BID SECURITY AND EVIDENCE OF INSURANCE

Each Bid must be accompanied by a bond, a certified check drawn on a state or national bank, or an irrevocable bank letter of credit in an amount equal to Fifty Thousand Dollars (\$50,000) as a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a Contract with the City to do the work covered by such Bid and at the unit price stated therein and to furnish a corporate

surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Bidder have executed the Contract, or if no Bidder's Bid has been selected within ninety (90) days after the date of the opening of Bids, upon demand of Bidder at any time thereafter, so long as it has not been notified of the acceptance of its Bid.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the successful Bidder.

The Bidder, upon notice of intent to seek award by the project manager will be required to execute three (3) copies of the Contract and to furnish Insurance certificates, as required. In case of the Bidder's refusal or failure to do so within ten (10) days after its receipt of formal notice of rights and interests in the award, Bidder's Bid security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Bidder or the work re-advertised for Bids as the City may elect.

5. SECURITY FOR PERFORMANCE

The Bid shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the Performance Bond(s) will be furnished by it to the person submitting the Bid in the event it is the successful Bidder. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto.

The successful Bidder will be required to furnish a performance bond as security for the faithful performance of the Contract. Said performance bond must be in the amount indicated in Section 12.0 of the Specifications and Conditions. Premium for the bonds described above shall be paid by the Bidder. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Arkansas.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF SERVICE

The Bidder shall, as listed in the Bid form, bid on any or all of Options A, B, C or D, listed below. The Transfer portion of the Fayetteville Transfer Station/Recycling Center utilizes loose-fill technology. Bids to operate the Transfer Station will require Bidder to: supply all equipment, labor, supervision and any necessary supplies; be responsible for Transfer Station equipment maintenance; perform the day-to-day loading of solid waste; and document all inbound/outbound tonnages. Operation of the Recycling Center portion of the facility is not included in any Bid Option. All

reference made to solid waste available for transport and disposal is the solid waste received at the Transfer Station portion of the Fayetteville Transfer Station/Recycling Center.

Option A: Disposal of all solid waste received at the Fayetteville Transfer Station. *(Bidders who are bidding on both the transport and disposal of all solid waste accepted at the Transfer Station should bid on Options C)*

Option B: The daily transport of all solid waste received at the Fayetteville Transfer Station. *(Bidders who are bidding on both the transport and disposal of all solid waste received at the Transfer Station should bid on Option C)*

Option C: The daily transport and disposal of all solid waste received at the Fayetteville Transfer Station.

Option D: The operation of the Transfer Station and the offer of a host fee to the City.

8. CONDITIONS

The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, or to acquaint itself with all existing conditions, shall in no way relieve it of any obligations with respect to Bidder's Bid. The City shall make all such documents available to the Bidders and will provide opportunity for site inspection.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and complete the work in and under conditions it may encounter or create, without extra costs to the City. The Bidder's attention is directed to the fact that all applicable State and Federal Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to all Bids throughout, and they will be deemed included in the Bid as though written in full in the Bid.

9. ADDENDA AND EXPLANATIONS

Explanations desired by prospective Bidder shall be requested of the City in writing and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy which will be forwarded to each Bidder. Every request for such explanation shall be in writing addressed to Purchasing Agent, City of Fayetteville. Any verbal statements regarding same by any person prior to the award, shall be unauthorized and not binding.

Addenda issued to Bidders prior to date of receipt of Bids shall become part of the Contract Documents, and all Bids shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Bids will be given consideration.

All such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be posted on the City's Website at www.accessfayetteville.org, "Bids & Mailing Lists", "Solid Waste Equipment & Services." All bidders should sign up to the mailing list "03. Transport & Disposal of Solid Waste and/or Operation of Transfer Station." Signed copies of the addenda must be submitted with copies of each Bid. They must be signed by a person authorized to legally represent the company as indicated in Section 10.

10. NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER

The Bid must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual shall be stated in the Bid.

A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Bid the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county, state, and telephone number, must be given after his signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Bid.

Anyone signing a Bid as an agent of another or others must submit with his Bid, legal evidence of his authority to do so.

11. COMPETENCY OF BIDDER

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified responsible Bidder from its knowledge of the Bidder's qualifications or from other sources.

The City shall require submission, with the Bid, of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

- (a) An itemized list of the Bidder's equipment available for use on this Contract or show list of proposed equipment with proof of financial strength to procure equipment upon contract award.
- (b) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants.
- (c) Evidence that the Bidder is in good standing under the laws of the State of Arkansas, and, in the case of corporations organized under the laws of any other

- state, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Arkansas or a sworn statement that it will take all necessary action to become so licensed.
- (d) Evidence, in form and substance satisfactory to the City, that Bidder (or Bidder's subsidiary or affiliate) has been in existence as a going concern in excess of five years and possesses not less than three years actual operating experience as a going concern in solid waste transport, disposal and transfer station operation if said operation is included in bidder's Bid.
 - (e) Evidence in form and substance satisfactory to the City, that the landfill or disposal site shall have a life at least as long as the Contract length and that said disposal site meets the requirements of EPA Subtitle "D" and assurance from disposal site owner that any further state and Federal requirements will be met through the length of the contract. Disposal sites other than a landfill shall submit a copy of their permit for operation.
 - (f) A list of all professional personnel employed that will be responsible for community relations of the Bidder for this job.
 - (g) A copy of Bidder's Environmental Policy Statement.
 - (h) Evidence that the Bidder is in good standing with regard to any current agreements or contracts with the City of Fayetteville. Past delinquent accounts, failure to pay in a timely manner, inability to verify pay requests or payments, or a history of slow or late payments to the City will disqualify the Bidder. Any of these factors individually or collectively or other evidence of lack of adequate and responsible management or financial control may disqualify the Bidder.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

- (a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents on September 27, 2006.
- (b) Evidence, in form and substance satisfactory to the City, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to the City, that Bidder's experience in transfer station operations comparable to that of the City, and/or that the Bidder's experience in the transport and disposal of solid waste derives from the transport and disposal of solid waste tonnages comparable to the tonnages generated in the City's service area;
- (d) Such additional information that will satisfy the City that the Bidder is adequately prepared to fulfill the contract.

12. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

- (a) Evidence of collusion among Bidders.

- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship or litigation filed on behalf of or against the proposed Bidder, number of contract compliance letters and/or follow-up correspondence required necessary to achieve conformity with past or current contractual relationships with the City of Fayetteville, or lack of environmental stewardship as evidenced by past practices
- (d) Default on a previous contract for failure to perform.

13. BASIS OF BID

Bids will be accepted for Options A, B, C and D. All bids contained in said Bid Options of the operation of the Transfer Station and/or transport and disposal of solid waste delivered thereto, will be on a cost per ton basis. Bid options of the transportation only will be a cost per ton/mile.

14. BID AWARD

The City will award the bid based on the bid that it deems to be in the best interest of the City of Fayetteville. The City will also use the demonstrated competence, responsibility, and qualification of the Bidder when evaluating each bid.

15. QUANTITIES

Current annual tonnage hauled from the transfer station is approximately 46,000 per year.

16. IRREGULARITIES

The City reserves the right to reject any or all Bids, and to waive defects or irregularities in a Bid. In particular, any alteration, erasure, or interlineations of the Contract Documents and of the Bid shall render the accompanying Bid irregular and subject to (but not requiring) rejection by the City.

17. DISPOSAL

The Bidder shall indicate on the Bid the name and location of the Disposal Site(s) which the Bidder intends to use to perform the Contract. Further, the Bidder shall provide evidence satisfactory to the City that the Bidder, if awarded the Contract, will have the right to use said Disposal Site(s) under and for the duration of the Contract, but in any case, not less than ten (10) years. The Bidder will provide evidence satisfactory to the City, that assures the City of Fayetteville will have convenient, long-term disposal that will comply with EPA Regulations, Subtitle "D," and any future subtitles or regulations required of said site.

18. BILLING AND FRANCHISE

As a condition of all Bid Options, the City will act as the billing and collection agent.

19. CONTRACTORS EQUIPMENT

Contractor will guarantee to the City that Contractor's transport tractors, trailers and any other equipment used in the operation of the Transfer Station and/or in the transport of accepted solid waste, will be maintained in a mechanically sound, clean and painted manner at all times. There will be sufficient spare equipment available to insure daily loading transport, and disposal of all waste received at said Transfer Station within the allotted time frame. All equipment provided by the Contractor will be painted uniformly. Additionally, transport tractors will be marked with the name and telephone number of the Contractor on each side of the vehicle. A listing of said equipment shall be included with Bidder's Bid.

20. EXCEPTIONS

The Bidder must include in his Bid all exceptions and or amendments he proposes.

21. LEGAL ISSUES DISCLOSURE STATEMENT

The nature and disposition of any current legal proceedings, or legal proceedings within the last five (5) years, that involves or has involved the individual, partnership, or corporation, herein described as the Bidder, or parent organization, subsidiary, or affiliate of the parent organization, must be included in the Bid.

22. PRE-BID CONFERENCE

There will be a Pre-Bid Conference for all Bidders at the Solid Waste & Recycling Division, 1560 South Happy Hollow Road, Fayetteville, January 27, 2006; 1:30 p.m. The City will answer any questions and update all Bidders.

SPECIFICATIONS & CONDITIONS

- 1.0 DEFINITIONS
 - 1.01 SOLID WASTE ACCEPTED; SOLID WASTE; MUNICIPAL SOLID WASTE
 - 1.02 CITY
 - 1.03 CONTRACTOR
 - 1.04 DISPOSAL SITE
 - 1.05 HAZARDOUS WASTE
 - 1.06 NON-ACCEPTABLE WASTE
 - 1.07 CONSTRUCTION DEBRIS
 - 1.08 BULKY WASTE
 - 1.09 SUPER BULKY WASTE
 - 1.10 TRANSFER STATION
 - 1.11 STABLE MATTER
 - 1.12 OFFAL WASTE
 - 1.13 YARD WASTE
 - 1.14 SUBCONTRACTOR
 - 1.15 TIPPING FEE
 - 1.16 HOST FEE
- 2.0 SCOPE OF WORK
- 3.0 TRANSPORT AND DISPOSAL
- 4.0 TRANSFER OPERATION
 - 4.01 HOURS
 - 4.02 HOLIDAYS
 - 4.03 EQUIPMENT/MANPOWER
 - 4.04 RESPONSE TIME
- 5.0 COMPLIANCE WITH LAWS
- 6.0 EFFECTIVE DATE
- 7.0 NONDISCRIMINATION
- 8.0 INDEMNITY
- 9.0 LICENSES AND TAXES
- 10.0 TERM
- 11.0 INSURANCE
- 12.0 PERFORMANCE BOND
- 13.0 OWNERSHIP OF SOLID WASTE

1.0 DEFINITIONS

1.01 SOLID WASTE ACCEPTED:

SOLID WASTE:

MUNICIPAL SOLID WASTE:

Waste that will be received at the Fayetteville Transfer Station such as all normal and usual household and institutional waste products with insufficient liquid content to be free-flowing, industrial, commercial, agricultural, governmental, and community operations. Acceptable solid waste will usually be a mixture of putrescible, non-putrescible, combustible, non-combustible wastes, such as organic waste from food preparation or consumption, wrapping and packing materials, paper, paper products, metal, glass, and plastic containers, and other items which require proper storage and prompt transportation and disposal to prevent environmental pollution adverse to public health and construction and demolition wastes, furniture and other bulky wastes that are not normally collected with other household or commercial waste. Solid waste does not include sewage, sludge, material used to fill land in accordance with construction codes, rocks, mining residue, slag, yard waste, offal waste, super bulky wastes, stable matter, medical, infectious, or any hazardous waste or waste required to be manifested for transport or disposal.

1.02 CITY:

City of Fayetteville, Arkansas

1.03 CONTRACTOR:

The person, corporation, or partnership that will perform work or services for the City, under contract.

1.04 DISPOSAL SITE:

A REFUSE DEPOSITORY INCLUDING BUT NOT LIMITED TO SANITARY LANDFILLS AND APPROVED INCINERATORS. Any disposal site shall be properly licensed, permitted in accordance with Federal Sub-Title "D" Standards, and approved by all governmental bodies and agencies having jurisdiction.

1.05 HAZARDOUS WASTE:

Waste, in any amount, when defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of the Contract, the term Hazardous Waste shall also include motor oil, gasoline, and paint.

1.06 NON-ACCEPTABLE WASTE:

Waste that will not be accepted at the Fayetteville Transfer Station include sewage, sludge, other free-flowing liquid waste, material used to fill land in accordance with construction codes, rocks, mining residue, slag, yard waste, offal waste, dead animals, stable matter, super bulky wastes, medical, infectious, or any hazardous waste or waste required to be manifested for transport or disposal.

1.07 CONSTRUCTION DEBRIS:

Trash resulting from the construction, remodeling, or demolition of a residence or business, either by the resident or owner, or by contracted professionals.

1.08 BULKY WASTE:

Appliances, large furniture items, and like products.

1.09 SUPER BULKY WASTE:

Solid Waste in excess of 1,000 lbs., and or 8 feet in length.

1.10 TRANSFER STATION:

A site at which solid waste is assembled and temporarily deposited after collection and from which it is transported to a different location for processing and/or disposal. The Transfer portion of the Fayetteville Transfer Station/Recycling Center.

1.11 STABLE MATTER;

The body waste of animal and fowl, or waste food products from all barns, stables, corrals, or pens used for stabling, caging or penning of animals or fowl.

1.12 OFFAL WASTE:

Waste animal (land or marine) matter from commercial and industrial establishments such as butcher shops, slaughter houses, food processing and packing plants, rendering plants and fertilizer plants.

1.13 YARD WASTE:

Leaves, grass clippings, hedge trimmings, tree trimmings, tree trunks, shrubbery, brush, or other plant materials.

1.14 SUBCONTRACTOR:

Person or persons who are performing any part of the scope of work other than the Contractor.

1.15 TIPPING FEE:

The fee that will be charged for waste disposed of at the Fayetteville Transfer Station.

1.16 HOST FEE:

The fee that will be paid to the City for all waste from sources other than City of Fayetteville collection vehicles or residents.

2.0 SCOPE OF WORK:

The work to be performed shall consist of items contained in the Bidder's Bid, including all the supervision, materials, equipment, labor, and all other items necessary to provide said services in accordance with the Bidder's Bid.

3.0 TRANSPORT AND DISPOSAL:

All solid waste transported shall be so contained, tied, or enclosed, that leaking, spilling or blowing of waste is prevented. All solid waste received at the Fayetteville Transfer Station will be transported to a permitted and approved Disposal Site within twenty-four (24) hours after receipt of said solid waste. The Transfer Station operator, whether a successful bidder or the City, shall be responsible to load transport trailers with solid waste payload weights no greater than that required to reach gross vehicle weight limitations set by law. However, in the interest of efficiency, the operator is responsible to load solid waste in such a way that a standard "walking floor" trailer with a capacity of 115 cubic yards will contain a minimum of 20 tons of solid waste.

4.0 TRANSFER OPERATION:

4.01 HOURS:

Transfer Station will be open for operation Monday through Saturday. Hours of operation shall be mutually agreed upon by the City and Contractor; exceptions to established hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete the loading, transporting, and disposing of received solid waste within the required twenty-four (24) hour time frame.

4.02 HOLIDAYS:

Transfer Station shall only close on Thanksgiving Day, Christmas Day & New Years Day.

4.03 EQUIPMENT/MANPOWER:

The Contractor shall provide an adequate number of vehicles, trailers, loaders, and back-up equipment, maintained in good physical condition and working order, all labor, supervision, and necessary supplies to insure the daily, systematic, and orderly performance of all services specified in the Contract, within the required time frame.

4.04 RESPONSE TIME:

The Contractor shall be capable of responding to the City in a reasonable amount of time. Reasonable time shall be defined by the City in contract documents. For the duration of the Contract, the suitability of the qualified responsible person in charge, chosen by the Contractor, will be determined by the City.

5.0 COMPLIANCE WITH LAWS:

The contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the City on the subject.

6.0 EFFECTIVE DATE:

The Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on a mutually agreed upon date contained therein.

7.0 NONDISCRIMINATION:

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8.0 INDEMNITY

The Contractor will indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demand, damages, costs, expenses, and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

9.0 LICENSES AND TAXES:

The contractor shall obtain all licenses and permits, other than licenses and permits supplied by the City and promptly pay any and all taxes required by the City.

10.0 TERM:

The contract shall be for a five (5) year period beginning upon the mutually agreed date as contained within the Contract and ending five (5) years thereafter. The City has the option to offer three (3) successive five (5) year extensions to the Contract. Extensions can be made effective by providing written notification to the Contractor not less than ninety (90) days before the end of a contract period. Contract will be subject to the annual approval of the budget by the Fayetteville City Council.

11.0 INSURANCE:

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workman's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 8.0 of the General Specifications. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such Insurance has been procured and is in force. The certificate shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certified holder".

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000

Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$500,000 each occurrence
Liability	\$500,000 each occurrence
Environmental impairment	\$1,000,000 each occurrence
Liability	\$3,000,000 aggregate
Owner's Protective Liability	\$2,000,000

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor's parent corporation.

12.0 PERFORMANCE BOND:

The Contractor responsible for the transportation and disposal of solid waste received at the Fayetteville Transfer Station will be required to furnish a corporate surety bond as security for the performance of said portion of the Contract. Said surety bond must be in the amount of \$2,000,000.

The Contractor responsible for the operation of the Fayetteville Transfer Station will be required to furnish a corporate surety bond as security for the performance of said portion of the Contract. Said surety bond must be in the amount of \$500,000.

The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premium(s) is/are paid in full shall accompany the bond.

The surety on the bond shall be from a corporate surety company duly authorized to do business in the State of Arkansas. Bonds must be written by an "A" rated bonding company.

13.0 OWNERSHIP OF SOLID WASTE:

Title to solid waste that the Contractor has agreed to transport to an approved Disposal Site, shall pass to the Contractor when placed in Contractor's Transfer Station floor (Bid D) or in the Contractor's Trailer (Bid A or B or C).

**BID GUIDELINES
BIDDER'S FORM**

FOR

**TRANSPORT AND DISPOSAL OF SOLID WASTE
PROVISION OF FAYETTEVILLE TRANSFER STATION/RECYCLING CENTER
OPERATION OF TRANSFER STATION**

TO: The Mayor and City Council of the City of Fayetteville.

BID OF: Cherokee Nation
(an individual, a partnership, a corporation duly organized under the laws of the State of Arkansas)

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Transport and Disposal of Solid Waste, Provision of, and/or Operation of the Fayetteville Transfer Station for the City of Fayetteville, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents as the rates hereinafter set forth on the bid form.

Option A: Disposal of all solid waste received at the Fayetteville Transfer Station. *(Bidders who are bidding on both the transport and disposal of all solid waste accepted at the Transfer Station should bid on Options C)*

Option B: The daily transport of all solid waste received at the Fayetteville Transfer Station. *(Bidders who are bidding on both the transport and disposal of all solid waste received at the Transfer Station should bid on Option C)*

Option C: The daily transport and disposal of all solid waste received at the Fayetteville Transfer Station.

Option D: The operation of the Transfer Station and the offer of a host fee to the City.

BID FORM

OPTION (A)	Disposal	\$	Per Ton
OPTION (B)	Transport	\$	Per Ton
OPTION (C)	Transport	\$ 5.50	Per Ton
	Disposal	\$ 13.97	Per Ton
	Total	\$ 19.47	Per Ton
OPTION (D)	Operation of Transfer Station	\$ 3.50	Per Ton
	Host Fee to City	\$ 3.50	Per Ton
	Total	\$ 22.97	Per Ton

DATE 2-10-06

BIDDER AND TITLE Anna Knight, Acting Group Leader

SIGNATURE A Knight

ADDRESS PO Box 809, Tahlequah, OK 74465

TELEPHONE 918-453-5000

Attach all addenda, answers, additions, deletions, modifications, and statements to this specification here. This attachment will become part of the Bid and Bid Document.



CHEROKEE NATION

P.O. Box 948
Tahlequah, OK 74465-0948
918-453-5000

**Chad "Cornassel"
Smith
O-EG
Principal Chief**

**Joe Grayson
JLCW JG h
Deputy Principal Chief**

February 10, 2006

**TO: Mayor and City Council
Fayetteville, AR**

RE: City of Fayetteville Bid #06-08, Solid Waste Transfer and Disposal

The Cherokee Nation is pleased to submit the attached bid and supporting documents to the City of Fayetteville for transportation and disposal of solid waste and operation of the City's transfer station. The Cherokee Nation has existed since time immemorial as a nation and entered its first treaties with Europeans in the early 1700's. As the Cherokee Nation moves towards greater economic self-sufficiency, new and expanded business opportunities are utilized to accomplish the goals set by the Tribal administration. Through new and expanded business ventures, the Cherokee Nation promotes self-reliance and self-sufficiency for itself, its communities, and its members.

The Cherokee Nation has operated a landfill for over twenty years and its own solid waste collection system for over twenty years as well. The Cherokee Nation Sanitary Landfill will be utilized for the disposal aspect of the contract. The staff at the Cherokee Nation Landfill has numerous years of experience in solid waste and holds national certifications for landfill and transfer station management. Cherokee Nation Environmental Programs also has numerous individuals with experience and expertise in solid waste management, regulation, and monitoring. The Cherokee Nation also has on staff expertise in trucking, delivery, construction, and numerous other activities.

The Cherokee Nation will continue to be a leader and innovator in environmental issues. Thank you for your consideration. We look forward to a mutually beneficial relationship with the City of Fayetteville.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anna Knight".

**Anna Knight
Acting Group Leader
CN Commerce Group**

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 - Vacant
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
September 19, 2006**

A meeting of the Fayetteville City Council will be held on September 19, 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**

**Progress Report on Classification and Compensation System Project – Phase II
Management Advisory Group. – Agenda Session Only**

**Downtown Partners – City Council Progress Report – Daniel Hintz, Executive Director,
Downtown Partners. – Agenda Session Only**

County Ambulance Committee Discussion. – Hugh Earnest, Agenda Session Only

A. CONSENT:

- 1. Approval of the September 5, 2006 City Council meeting minutes.**
- 2. Time Striping, Inc:** A resolution approving a contract with Time Striping, Inc. in the amount of \$29,504.70 for Airport Parking Lot Rehabilitation; approving a ten percent project contingency in the amount of \$2,950.00; and approving a budget adjustment in the amount of \$35,296.00.
- 3. Garver Engineers, LLC; Van Asche Drive Extension Project:** A resolution approving an amendment to the contract with Garver Engineers, LLC in the amount of \$135,750.00 for Construction Phase Services on the Van Asche Drive Extension Project.

4. **Garver Engineers, LLC; Mount Comfort from I-540 to Ruppel Road:** A resolution approving a contract with Garver Engineers, LLC in an amount not to exceed \$320,050.00 for traffic studies, design surveys, and conceptual design services for Mount Comfort Road from I-540 to Ruppel Road.
5. **Arkansas & Missouri Railroad Safety Improvements:** A resolution approving payment to the Arkansas & Missouri Railroad in an amount not to exceed \$362,000.00 for safety improvements to the crossing at Van Asche Drive and Gregg Avenue.
6. **Wayne Gentry d/b/a Nu Look Contract Amendment:** A resolution approving Amendment #1 to the contract with Wayne Gentry d/b/a Nu Look in an amount not to exceed \$20,000.00 to continue the Redevelopment Program through the end of 2006.
7. **Northwest Arkansas Housing Coalition Ten-Year Plan To Reduce Homelessness:** A resolution supporting the development of the Northwest Arkansas Housing Coalition Ten-Year Plan to Reduce Homelessness.
8. **Animal Services Building Contract:** A resolution approving a contract with Roberts-McNutt, Inc. in the amount of \$43,817.00 to re-roof the Animal Services Building; and approving a project contingency in the amount of \$4,830.00.

B. UNFINISHED BUSINESS:

1. **Annexation of Island Surrounded by the City of Fayetteville and Farmington:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
2. **Annexation of Island Surrounded by the City of Fayetteville:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of the City of Fayetteville, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
3. **ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
4. **First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville. *This resolution was Tabled at the September 5, 2006 City Council Meeting to the September 19, 2006 City Council Meeting.*

5. **ANX 06-2183 Lierly Lane Subdivision:** An ordinance annexing that property described in annexation petition ANX 06-2183 (CC2006-16), for a part of Lierly Lane Subdivision located south of Lierly Lane, containing approximately 20 acres. *This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting.*
6. **RZN 06-2184 Lierly Lane Subdivision:** An ordinance rezoning that property described in rezoning petition RZN 06-2184 for approximately 20 acres, a part of Lierly Lane Subdivision located south of Lierly Lane 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 September 5, 2006 City Council Meeting.*
7. **RZN 06-2181 Life Covenant Church:** An ordinance rezoning that property described in rezoning petition RZN 06-2181, for approximately 1.36 acres, located at 1855 Porter Road 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 September 5, 2006 City Council Meeting.*

C. NEW BUSINESS:

1. **RZN 06-2199 Red Arrow Downzoning:** An ordinance rezoning that property described in rezoning petition RZN 06-2199, for approximately 88 individual properties, located south of Eighteenth Street, east of I-540, and west of Razorback Road from RMF-24, Residential Multi-Family, 24 units per acre to RSF-4, Residential Single Family, 4 units per acre.
2. **RZN 06-2201 Mariscal:** An ordinance rezoning that property described in rezoning petition RZN 06-2201, for approximately 1.50 acres, located at 4041 Wedington Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial.
3. **Sweetser Construction Contract:** A resolution approving a construction contract with Sweetser Construction in the amount of \$3,165,079.80 for the Van Asche Drive extension project; approving a project contingency in the amount of \$158,254.00; and approving a budget adjustment in the amount of \$2,173,496.00.

D. INFORMATIONAL:

City Council Tour: September 18, 2006 -4:30 PM

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

9-19-06
5 Sep

City Council Meeting Date

Ray M. Boudreaux
Submitted By

Aviation & Economic Development
Division

General Government
Department

Action Required:

Approve a Contract with Time Striping Inc., contact: Clayton McGill, VP, 5439 Arkhola Rd, Van Buren AR 72956, phone: 479-474-0452, fax: 479-474-0498, e-mail: cljohn@timestriping.com, in the amount of \$29,504.70. Approve a 10% project contingency of \$2950.00. Approve a budget adjustment for the total project in the amount of \$35,296.00

\$35,296.00
Cost of this request
5550.3960.5819.00
Account Number
06017
Project Number

\$ 1,250.00
Category/Project Budget
\$ 1,591.00
Funds Used to Date
\$ (341.00)
Remaining Balance

Airport Parking Lot Rehab
Program Category / Project Name
Airport Capital
Program / Project Category Name
General Govt / Airport
Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

8/28/06

Finance and Internal Service Director

Date

Received in City Clerk's Office

ENTERED

8/28/06

Mayor

Date

Received in Mayor's Office

ENTERED

8/29/06

Comments:

STAFF REVIEW MEMO

TO: Mayor Dan Coody
Fayetteville City Council

THRU: Staff Contract Review Committee

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

DATE: August 18, 2006

SUBJECT: Airport Parking Lot Rehabilitation

RECOMMENDATION: Approve the Contract with Time Striping Inc. in the amount of \$29,504.70. Approve a 10% project contingency of \$2950.00. Approve a Budget Adjustment for the total project in the amount of \$35,296.

BACKGROUND: The Airport Terminal Building parking lot is aging and requires maintenance. Crack sealing and a rejuvenating sealer application was determined to be a reasonably cost effective method for preserving and extending the life of the parking lot asphalt.

DISCUSSION: The Terminal parking lot asphalt is in relatively good condition overall. Problems exist with surface cracks and weeds growing up through the pavement. These conditions will hasten the deterioration of the parking lot if left unchecked.

The Contractor will clean all cracks in the pavement and use a thick hot tar sealer to bridge the gaps. The Contractor will then apply an asphalt rejuvenation sealer over the whole asphalt surface of the parking lot. The "rejuveseal" material is composed of 30% coal tar and lighter oils which will penetrate the asphalt surface and replenish the constituent materials lost to weathering. The material is applied as a heated spray in a two-coat process. The material is somewhat less expensive than a 100% coal tar sealer.

Once the asphalt rejuvenation is performed, the airport will hire a striping company to re-paint the parking space lines, crosswalks, and handicap spaces. The cost of this additional work is estimated at \$2855.

BUDGET IMPACT: A Budget Adjustment in the amount of \$35,296 is requested. The amount will provide for the engineer's development of the bid specifications, (budgeted-\$1250); bid advertising, (\$341); pavement seal, (\$29,505); contingency, (\$2950); and re-striping (estimated \$2500). Total of known and estimated costs is \$35,296.

Attachments: Bid Tab
Contract, 2 originals

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH TIME STRIPING, INC. IN THE AMOUNT OF \$29,504.70 FOR AIRPORT PARKING LOT REHABILITATION; APPROVING A TEN PERCENT PROJECT CONTINGENCY IN THE AMOUNT OF \$2,950.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$35,296.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Time Striping, Inc. in the amount of \$29,504.70 for Airport Parking Lot Rehabilitation. 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 ten percent Project Contingency in the amount of \$2,950.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount of \$35,296.00.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

New World Systems 6.0 *LIVE*
8/14/06

Project Inquiry

Type options, press Enter.

Reset: _____ +

5=Display 10=Transactions 11=Budget Transactions 14=Sub Projects
15=Funding Sources 16=LTD Balances 17=YTD Balance 18=Budget
19=Budget to Actual Inquiry 22=Additional Info More: + -

-----Project-----

Opt No.	Description	F/Y	Group	Status																								
06009	Van Asche - Gregg to Garland	2006	Project	Active																								
Display Life to Date Balance-----PT0740S1-																												
Project Number . : 06017 Airport Parking Lot Rehabilitation																												
<table border="1"> <thead> <tr> <th colspan="2">Expenses</th> <th colspan="2">Revenues</th> </tr> </thead> <tbody> <tr> <td>Original Budget :</td> <td>.00</td> <td>Original Budget :</td> <td>.00</td> </tr> <tr> <td>Budget Amendments:</td> <td>1,250.00</td> <td>Budget Amendments:</td> <td>.00</td> </tr> <tr> <td>Actual Expenses :</td> <td>341.25</td> <td>Actual Revenues :</td> <td>.00</td> </tr> <tr> <td>Encumbrances . . :</td> <td>1,250.00</td> <td></td> <td></td> </tr> <tr> <td>Remaining Balance:</td> <td>341.25-</td> <td>Remaining Balance:</td> <td>.00</td> </tr> </tbody> </table>					Expenses		Revenues		Original Budget :	.00	Original Budget :	.00	Budget Amendments:	1,250.00	Budget Amendments:	.00	Actual Expenses :	341.25	Actual Revenues :	.00	Encumbrances . . :	1,250.00			Remaining Balance:	341.25-	Remaining Balance:	.00
Expenses		Revenues																										
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Remaining Balance:	341.25-	Remaining Balance:	.00																									
F3=Exit . . . F7=Full Exit . . . F12=Cancel-----																												

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

A. 2.
Time Striping, Inc
Page 5 of 26

Budget Year 2006	Department: General Government Division: Aviation & Economic Development Program: Airport Capital Expenditures	Date Requested 9/5/2006	Adjustment Number
-------------------------	--	--------------------------------	-------------------

Project or Item Added/Increased: \$35,296 in the Airport Parking lot Rehabilitation project.	Project or Item Deleted/Reduced: Decrease NW Ark Aviation Tech Center Funding.
---	---

Justification of this Increase: Will provide for asphalt rejuvenation and re-striping of the Terminal parking lot.	Justification of this Decrease: The project is cancelled. The funds will not be used.
---	--

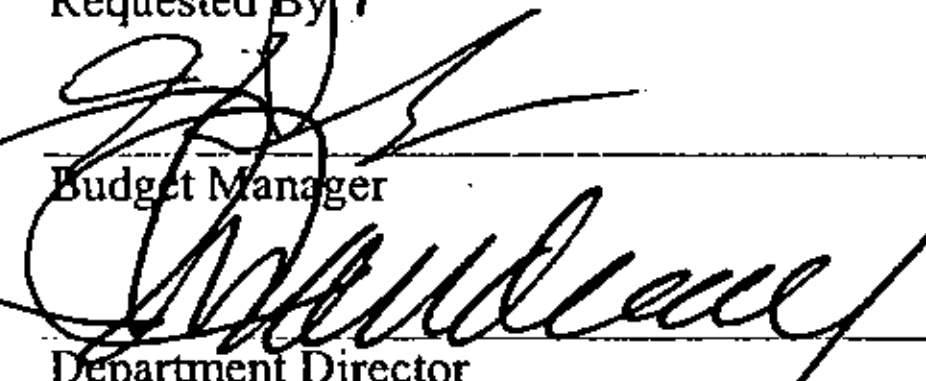
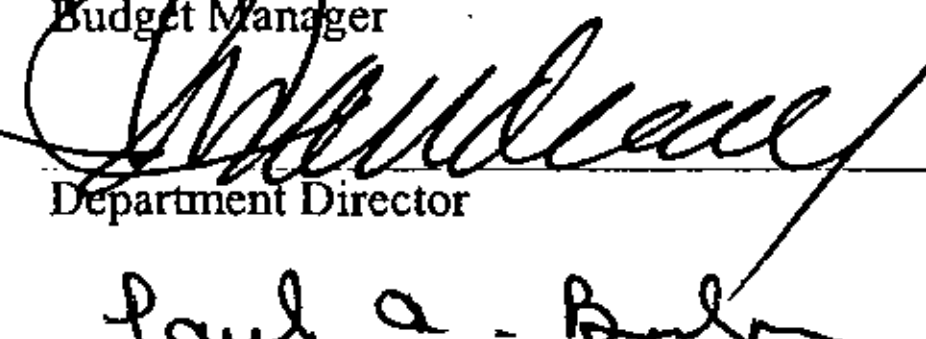
Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Parking lot improvements	5550	3960	5819	00	34,955	06017	1
Public notification	5550	3960	5301	00	341	06017	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Transf to NWAATC	5550	3940	5730	00	35,296	05053	1

Approval Signatures

Requested By		8/24	Date
Budget Manager		8-30-06	Date
Department Director		8/24/06	Date
Finance & Internal Services Director	Paul A. Babin	8-31-06	Date
Mayor			Date

Budget Office Use Only

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

City Of Fayetteville (Not a Purchase Order)										Requisition No.	Date: 9/5/2006
Vendor # 2381										P.O Number	Expected Delivery Date: 30 days
Address: PO Box 1236										Mail Yes: ☒ No: ☐	Quotes Attached Yes: ☒ No: ☐ <i>Bids</i>
City: Van Buren										Division Head Approval:	
Requester: Ray Boudreaux										Extension: 642	
Fob Point: Zip Code 72957 Ship to code: 065										Project/Subproject # 06017 1	Fixed Asset #
Requester's Employee # 2087										Account Numbers 5550.3960.5819.00	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost						
1	Airport Terminal Parking Lot Rehabilitation	1	LS	29,504.70	\$29,504.70						
2					\$0.00						
3					\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
Shipping/Handling			Lot		\$0.00						
Special Instructions:											
Tax Included											
Subtotal: \$29,504.70											
Tax: \$0.00											
Total: \$29,504.70											
Approvals:											
Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____ Department Director: <i>[Signature]</i> Budget Manager: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Manager: _____ Other: _____											

City of Fayetteville
Bid 06-51, Airport Terminal Parking Lot
Contract

This contract executed this 5th day of September, 2006, between the City of Fayetteville, Arkansas, and Time Striping Inc.. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Time Striping Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 06-51 as stated in Time Striping Inc.'s bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid #06-51, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay \$29,504.70 based on their bid proposal in an amount not to exceed \$ 29,504.70. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Time Striping Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 06-51 with the specifications and conditions typed thereon.
 - B. Time Striping Inc.'s bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Time Striping Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Time Striping Inc.
5. Time Striping Inc. shall not assign its duties under the terms of this agreement.
6. Time Striping Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Time Striping Inc.'s performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

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

Workmen's Compensation Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability	\$100,000 for each person injured. \$500,000 for each accident.
Property Damage Liability	\$500,000 aggregate.

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

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

WITNESS OUR HANDS THIS _____ DAY OF _____, 2006.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

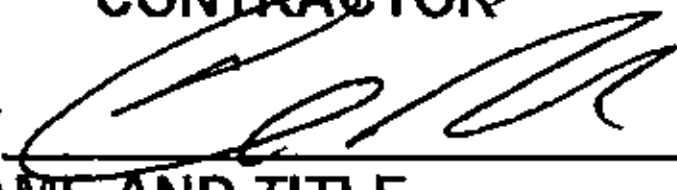
BY _____
MAYOR

ATTEST: CITY CLERK

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

Time Striping Inc.
CONTRACTOR

BY 
NAME AND TITLE

Clayton McGill
Vice President

BID: 06-51
8/11/2006
2:00 PM
CITY OF FAYETTEVILLE

Bid 06-51, Airport Terminal Parking Lot



R.D Bond

BIDDER	Item 1	Deductive 1	Deductive 2	Item 2	Local Base Bid
1 Anderson Striping					No BID
2 Time Striping Inc.	✓	\$25,481.70	\$1,532.50	\$1,360.50	\$4,023. ⁰⁰
3					\$29,504.70

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: _____
P. VICE PURCH MGR _____ WITNESS _____ DATE _____

Certification of Funds = \$35,000.⁰⁰

City of Fayetteville
Bid 06-51, Airport Terminal Parking Lot
Statement of No Bid – If Applicable

We, the undersigned, have declined to bid for the following reason(s):

1. ☒ We do not offer this service/product
2. ☐ Our schedule would not permit us to perform
3. ☐ Unable to meet specifications
4. ☐ insufficient time to respond to the Invitation to Bid
5. ☐ We are unable to meet bond requirements.
8. ☐ Other (Explain)

*NAME OF FIRM: Anderson Striping
*BUSINESS ADDRESS: 4212 Hwy 70 East
*CITY: Carlisle *STATE: AR *ZIP: 72024
*PHONE: 501 676-0148 FAX: 501 676-3926
*E-MAIL ADDRESS: andersonstriping@myway.com
*BY : (PRINTED NAME) Louise Anderson
*AUTHORIZED SIGNATURE: Louise Anderson
*TITLE: Owner

*PLEASE LIST OTHER COMMENTS BELOW:

We only provide striping services.
Please keep us on your bidding list.
Thank You

***Please note:** We appreciate your feedback on this form and are very interested in your reason for not bidding. Please do not hesitate to contact us at 479-575-8220 if you have questions, comments, or concerns regarding these bid documents.



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

INVITATION TO BID

BID # 06-51

Airport Terminal Parking Lot

BID #: 06-51

DATE ISSUED: Wednesday, July 26, 2006

DATE & TIME OF OPENING: Thursday, August 11, 2006 at 2:00 PM

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

F.O.B. Fayetteville, AR

BID DISTRIBUTION INFORMATION:

- Mailing List: 1.) Street Repair Page: Mailing List 6 (Pavement Markings, etc.)
2.) Street Projects, Curb and Gutter, Sidewalk & Trails. Parking Lot Maintenance
- Website: www.accessfayetteville.org, Bids and Mailing Lists, Construction Contractors or Street Repair and Construction Materials

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

BID 06-51, Addendum 1

Date: 08/02/2006

To: All Prospective Vendors

From: Andrea Foren

RE: Bid 06-51, Airport Terminal Parking Lot – Due: 08/11/06 at 2:00 PM



This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum must be attached to the bidding documents.

- 1) In the bid proposal form, page 4 of 14, the unit price for line item 2: replace the phrase "price per square yard" with "price per linear foot" and replace "estimated square yards" with "estimated linear feet". Please submit your bid accordingly.

<i>Please acknowledge receipt of this addendum (Bid 06-51, Addendum 1) by signing below and submitting this document as part of your bid documents:</i>	
By: <u>Clayton McGill</u>	Printed Name
Signature: <u>[Handwritten Signature]</u>	
Name of Firm: <u>Time Striping Inc.</u>	
Date: <u>8, 9, 06</u>	

Please call if you have any questions. Thank you.

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

BID 06-51, Addendum 2

Date: 08/08/2006

To: All Prospective Vendors

From: Andrea Foren

RE: Bid 06-51, Airport Terminal Parking Lot – Due: 08/11/06 at 2:00 PM



This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum must be attached to the bidding documents.

- 1) Correction: The deadline to submit a bid is **FRIDAY, August 11, 2006 at 2:00 p.m., local time.**
- 2) Please replace page 4 of the bidding documents with the attached revised "Bid Pricing Form – Revised per Addendum 2 issued 8/8/2006". Prior to this addendum, the estimated numbers for the deductive alternates were switched according to the plans that were provided. The revised "Bid Pricing Form" has corrections that were also addressed in Bid 06-51, Addendum 1.

Please submit your bid according to the attached revised "Bid Pricing Form – Revised per Addendum 2 issued 8/8/2006".

<i>Please acknowledge receipt of this addendum (Bid 06-51, Addendum 2) by signing below and submitting this document as part of your bid documents:</i>	
By: <u>Clayton McGill</u>	Printed Name
Signature: <u>[Signature]</u>	
Name of Firm: <u>Time Striping Inc.</u>	
Date: <u>8 / 9 / 06</u>	

Please call if you have any questions. Thank you.

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

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Time Striping, Inc.

_____ as Principal, hereinafter called the Principal,
and the Western Surety Company

of P.O. Box 5077, Sioux Falls, South Dakota, a corporation duly organized under
the laws of the State of South Dakota, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid # 06-51, Airport Terminal Parking Lot

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond
or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said
bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said
bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of August, 2006

Lorel P. Smith

Witness

Time Striping, Inc.

(Seal)

[Signature] Vice President
Principal
Title

Judy Schoggen

Witness

Western Surety Company

By

Pamela K. Hays
Pamela K. Hays Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Karen W Freeland, Benson A Cashion, Matthew K Cashion Jr, Nick W Peters, William H Griffin, Judy Schoggen, Cynthia L Trickey, Pamela K Hays, Individually

of Little Rock, AR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2006.



WESTERN SURETY COMPANY

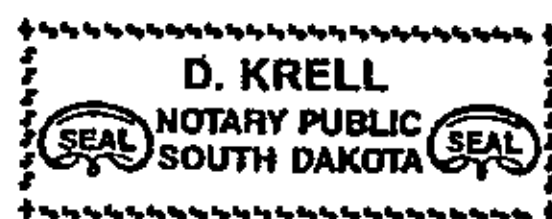
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of June, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August, 2006.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

City of Fayetteville
Bid 06-51, Airport Terminal Parking Lot
Terms and Conditions

1. All bids shall be submitted in a sealed envelope and must be submitted on forms acquired by the vendor from the City of Fayetteville Purchasing website (www.accessfayetteville.org). Bids with missing pages or missing any requested attachment will be deemed incomplete.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope and any mailing packaging that is sent.
3. Bids received after the date and time set for receiving bids will not be considered.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
5. The bid price shall remain good and firm until project is completed. Payment to the vendor by the City will be made within 30 days following delivery and acceptance in accordance with these specifications and the City's Purchase Order to the vendor.
6. All products and services delivered shall comply with applicable standards of quality.
7. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Pricing Form.
8. Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the completion of the project being bid.
9. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
10. Copy of any warranties shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
11. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
12. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
13. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
14. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request.
15. Bids must be received by mail or hand delivery in the **Purchasing Office, Attention: Andrea Foren, Room 306, 113 W. Mountain St. Fayetteville, AR 72701**, on or before the time of closing listed on the face of the bid.
16. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8220 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
17. Bidder must conform to the requirements listed below and include appropriate evidence for each. Proof of appropriate insurance must be provided before work begins.
 - a. A valid State of Arkansas Contractors License

- b. Workers Compensation as required by Arkansas State Statutes
 - c. Bidder shall have general liability insurance as required at a minimum of \$500,000.00
 - d. A bid bond of five percent (5%) must be submitted with all bids over \$20,000.00. A cashier's check for five percent (5%) of the amount bid will also be acceptable. In the event a cashier's check is submitted AND that vendor is awarded the bid, the bid bond will not be returned until the City of Fayetteville has a valid performance bond.
18. A one hundred percent (100%) performance bond is required after the project has been approved by City Council. Work shall not begin until the City of Fayetteville has a valid 100% performance bond. Bidder is responsible for filling a copy of the 100% performance bond with the Washington County Clerks Office.
19. Copies of all bid documents and drawings must be picked up by Andrea Foren at 113 W. Mountain, Fayetteville, AR 72701. Please call 479-575-8220 if you have any questions.

City of Fayetteville
Bid 06-51, Airport Terminal Parking Lot
Bid Pricing Form - Revised per Addendum 2 issued 8/8/2006

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

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the schedule closing time for receiving bids.

Revised Per Addendum 2 issued on 8/8/2006

Item	Description				
1	Install Coal Tar/Rejuvenator Seal Coat over the parking areas, the entrance road, exit road and area in front of the Terminal Building - listed as "Seal Coat Area" on plans provided with bid documents	\$ <u>1.38</u> Price per sq. yd.	x	<u>18,465</u> Estimated square yards	= \$ <u>25,481.70</u> Line Item 1 Total
D1	Deductive Alternate 1 - as shown on plans	\$ <u>.50</u> Price per sq. yd.	x	<u>3,065</u> Estimated square yards	= \$ <u>1,532.50</u> Line Item D1 Total
D2	Deductive Alternate 2 - as shown on plans	\$ <u>.50</u> Price per sq. yd.	x	<u>2,721</u> Estimated square yards	= \$ <u>1,360.50</u> Line Item D2 Total
2	Clean and seal pavement joints that are not currently sealed within the area described in item 1 above, for a lump sum price - listed as "Total Crack Cleaning and Sealing" on plans provided with bid documents.	\$ <u>.54</u> Price per linear foot	x	<u>7,450</u> Estimated linear feet	= \$ <u>4,023.00</u> Line Item 2 Total

Total Base Bid: Line Item 1 Complete (do not subtract deducts) + Line Item 2

\$ 29,504.70

****NOTE: A five (5) percent bid bond is required to be submitted on all bids over \$20,000.00.**

CONTRACTORS NAME

Time Striping INC.

CONTRACTORS LICENSE #

0017280407

CONTACT PERSON

Clayton McGill

TITLE

Vice President

ADDRESS

5439 Arkhola Rd

Van Buren AR 72956

TELEPHONE

479-474-0452 FAX 479-474-0498

EMAIL ADDRESS

CLJohn@TimeStriping.Com

SIGNATURE:



Cell phone: 353-2030

All inclusive bids must be submitted no later than **2:00 PM on August 11, 2006** (local time) to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked "Bid 06-51, Airport Terminal Parking Lot." Each bidder will be required to meet or exceed the specifications provided, which includes bid documents as well as plans. Any deviation must be noted with specifications attached to bid. Questions should be directed to Andrea Foren, City of Fayetteville Purchasing Division, at (479) 575-8220 or aforen@ci.fayetteville.ar.us.

Line Item Details:

1. Install Coal Tar/Rejuvenator Seal Coat over the parking areas, the entrance road, exit road and area in front of Terminal "Building, for a lump sum price. Plan sheet indicates the approximate quantity of seal coating.

Base Bid Price is for seal coating complete area.

Deductive Alternate No. 1 is to deduct the west parking area.

Deductive Alternate No. 2 is to deduct the second parking from the highway

2. Clean and Seal pavement joints that are not currently sealed within the area described in Item 1 above, for a lump sum price. Plan sheet indicates the approximate quantity of crack sealing

City of Fayetteville
Bid 06-51, Airport Terminal Parking Lot
Item P-605 Joint Sealing Filler

DESCRIPTION

605-5.1 This item shall consist of providing and installing a resilient and adhesive joint sealing filler capable of effectively sealing cracks in asphalt pavements after the application of a coal tar/rejuvenating seal coat .

MATERIALS

605-2.1 JOINT SEALERS. Joint sealing materials shall meet the each lot or batch of sealing compound shall be delivered to the jobsite in the manufacturer's original sealed contained. Each container shall be marked with the manufacturer's name, batch or lot number, and the safe heating temperature and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of this specification.

ASTM D 3405 - Joint Sealant, Hot-Poured, for Concrete and Asphalt Pavements.

ASTM D 3406 - Joint Sealants, Hot-Poured, Elastomeric, for Portland Cement Concrete Pavements.

Temperature for application shall be as recommended by the manufacturer. The use of primers when recommended by the manufacturer of the proposed sealing filler is required, and shall be used in accordance with the manufacturer's instructions.

605-2.2 BACK-UP MATERIAL. NOT USED.

CONSTRUCTION METHODS

605-3.1 TIME OF APPLICATION. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be above 40E F at the time of installation of the preformed joint seal poured joint sealing material.

605-3.2 PREPARATION OF JOINTS. Immediately before seal coat application, the joints shall be thoroughly cleaned of all laitance and other foreign material. Cleaning shall be accomplished by burning all vegetation material and then removed by high pressure air jet or by heat lance to a minimum depth of one (1) inch. Upon completion of cleaning, the joints shall be blown out with compressed air. The joint faces shall be surface dry when the seal is applied.

605-3.3 EQUIPMENT. All equipment necessary for the proper construction of this work shall be on the project and in first-class working condition. The equipment shall be as recommended by the manufacturer of the filler and approved by the Engineer before construction is permitted to start.

The heating apparatus for hot applied sealer shall consist of a heating kettle or tank, constructed as a double boiler, with a space between the inner and outer shells filled with oil, asphalt, or other material for heat transfer. The heater shall be equipped to provide positive temperature control of the sealing material. Direct methods of heating shall

not be permitted. The material shall not be heated in excess of the temperature recommended by the manufacturer. Once the material has been heated, it shall be maintained at an even temperature until placed into the joint.

The joint-pouring equipment for hot applied sealers, shall consist of a hand-pouring pot or a mechanical-pouring kettle mounted on wheels with a pouring shoe or the pouring shoe may be mounted on a swivel jointed discharge line at the rear of a truck on which the mixing or heating unit is carried. The joint sealing equipment may be a power driven apparatus capable of extruding the material as a continuous feed. The extruding nozzle tip of the machine shall be of such design as to fill the groove uniformly from the bottom to the top. The joint-sealing machine shall include a mechanical mixer capable of thoroughly mixing the sealing components into a uniform homogeneous mass.

The equipment for cleaning joint openings shall consist of such plows, powered and hand brooms or wire brushes, air compressors, sand blasters, and, if necessary, joint cleaning and grooving machines as are necessary to produce a satisfactory clean and dry joint. Similar equipment shall be provided for cleaning joints previously sealed.

The air compressor shall be portable and shall be capable of furnishing not less than 150 ft.³/min/. of air and maintaining a line pressure of not less than 90 lb. in² at the nozzle while in use. Compressor shall be equipped with traps that will maintain the compressed air system free of oil and water. the nozzle or nozzles shall have an adjustable guide that will hold the nozzles aligned with the joint about one inch above the pavement surface. The height, angle of inclination, and size of the nozzles shall be adjusted as necessary to secure satisfactory results.

605-3.4 INSTALLATION OF SEALANTS. Joints shall be inspected for proper cleaning and preparation, and shall be approved by the Engineer before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

a. Hot Poured Sealants. The joint sealant shall be applied uniformly solid from bottom to top and shall be filled without formation of entrapped air or voids. The heating kettle shall be an indirect heating type, constructed as a double boiler. A positive temperature control and mechanical agitation shall be provided. The sealant shall not be heated to more than 20 F below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. A direct connecting pressure type extruding device with nozzles shaped for insertion into the joint shall be provided. Any sealant spilled on the surface of the pavement shall be removed immediately.

605-3.5 FIELD TEST. Before sealing the joints, the Contractor shall be required to demonstrate that the equipment and procedures for preparing, mixing, and placing the sealing compound will produce a satisfactory joint seal. The demonstration shall include a preparation of at least two small batches and the application of the resulting material. During the course of the work, any batches that do not have good consistency for application shall be rejected.

METHOD OF MEASUREMENT

605-4.1 Crack sealant material shall be measured as the complete item. Complete payment will not be made until acceptable Crack sealant has been completed. In-place sealant which is not completely bonded to the surfaces of the crack wall, or develops cohesive failures within the sealant, or contains voids or entrapped air, or fails to set to a tack-free condition within 25 hours will be rejected. Sealant may be rejected at any time prior to final acceptance of the project. Sealant which is rejected shall be removed from the joint, wasted, and replaced in a manner satisfactory to the Engineer.

City of Fayetteville
Bid 06-51, Airport Terminal Parking Lot
Item P-625 Coal-Tar Sealer / Rejuvenator

DESCRIPTION

625-1.1 This item shall consist of a coal-tar sealer/rejuvenator applied on a previously prepared bituminous surface, in accordance with these specifications, for the areas shown on the plans or as designated by the Engineer. The purpose of this sealer is to provide a fuel resistant surface and to rejuvenate the asphalt binder.

MATERIALS

625-2.1 **BITUMINOUS MATERIALS.** The bituminous material shall be composed of coal-tar oils and coal-tar prepared from a high temperature, coal-tar pitch conforming to the requirements of ASTM D 490, Grade 12. The material shall meet the requirements of Table 1.

TABLE 1. PROPERTY REQUIREMENTS

Test Property	Test Method	Requirements
Specific Gravity @ 25/ 25 C	ASTM D 70	1.04 min.
Viscosity Engler 50 cc @ 50 C	ASTM D 1665	8.0 max.
Water, % by volume	ASTM D 95	2.0 max
Distillation % by weight to	ASTM D 20 170° C 270° C 300° C	20 max 20-50 60 max
Softening Point C R&B Residue above	ASTM D 36 300° C	65 max

Acceptable rejuvenation sealers are;

- "RejuvaSeal" as manufactured by Norjohn Limited, Burlington, Ontario, Canada and distributed by Echelon Industries, Inc. Canyon Lake TX (830-899-8527) or.
- "Pavement Dressing Conditioner" as manufactured by KAE Paving Consultants, Inc. Pittsburgh, PA (800-446-4066) and distributed by Encon Technologies, Inc. Russellville, AR (800-691-8188)

CONSTRUCTION METHODS

625-3. 1 WEATHER LIMITATIONS. The coal-tar sealer shall be applied only when the existing surface is dry and the pavement surface temperature is above 50 degrees F.

625-3.2 EQUIPMENT. The Contractor shall furnish all equipment, tools, and machines necessary for the performance of the work.

- a. **Pressure Distributor.** The distributor shall be designed, equipped, maintained, and operated so that the coal-tar sealer is heated evenly and is applied uniformly on variable widths of pavement at the specified rate.
- b. **Power Broom.** A power broom and/or blower shall be provided for removing loose material from the pavement surface.

625-3. 3 CLEANING EXISTING SURFACE. Prior to placing the sealer, the surface of the pavement shall be clean and free from dust, dirt, or other loose foreign matter. The surface shall be cleaned with a power broom immediately before the application of the sealer.

625-3. 4 TEST SECTION. prior to full production the Contractor shall place a series of one-square yard test sections at the rate of 0.05, 0.06, and 0.075 gallons per square yard. The area to be tested will be designated by the Engineer and will be located on the existing pavement. The Owner shall examine the test sections 24 hours after placement and advise the Contractor of the application rate for the remainder of the project. A test section will be required for each different type of pavement surface.

625-3. 5 APPLICATION OF SEALER/REJUVENATOR. The coal-tar sealer/ shall be uniformly applied with a bituminous distributor at the rate determined in paragraph 3. 4. The application rate shall not be varied without the approval of the Engineer. The application temperature shall be between 60 and 120 degrees F. Following the application, the surface shall be allowed to cure without being disturbed until the sealer has dried out. This period shall be determined by the Engineer. Suitable precautions shall be taken by the Contractor during this period, including the application of any sand necessary to blot up excess material.

625-3.8 BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY. Samples of bituminous materials that the contractor proposes to use, together with a statement as to their source, must be submitted and approved before using the material.

The Contractor shall furnish the manufacturer's certification that each consignment of coal-tar sealer shipped to the project meets the requirements of the specification. The manufacturer's certification shall not be interpreted as a basis for final acceptance. Any certification received shall be subject to verification by testing random samples received for use.

625-3. 9 FREIGHT AND WEIGH BILLS. The contractor shall furnish the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the coal-tar sealer used in the construction covered by the contract. The Contractor shall not remove material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer.

Manufacturer/Supplier Representative. The Contractor shall have a minimum of 2 years experience in the use and application of coal-tar sealer/rejuvenators. It is also recommended that a qualified, technical representative of the coal-tar rejuvenator/sealer manufacturer/supplier be present at the Contract site prior to the beginning of any test sections or application of the coal-tar rejuvenator/sealers for airport asphalt concrete pavements. The Contractor shall submit documentation of this experience to the Engineer.

625-3.8 CERTIFICATION REQUIREMENTS The Contractor shall furnish the Engineer evidence of Certification from the material manufacturers. The manufacturer shall certify that the Contractor has the ability to handle and apply the material. This certification shall be presented on or before the pre-construction conference.

METHOD OF MEASUREMENT

625-4.1 The coal-tar sealer shall be measured by the complete item.

MATERIAL REQUIREMENTS

ASTM D 490 Tars (For Use in Road Construction)

END OF SECTION

City of Fayetteville
Bid 06-51, Airport Terminal Parking Lot
Statement of No Bid – If Applicable

We, the undersigned, have declined to bid for the following reason(s):

1. _____ We do not offer this service/product
2. _____ Our schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ insufficient time to respond to the Invitation to Bid
5. _____ We are unable to meet bond requirements
8. _____ Other (Explain)

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

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

*PHONE: _____ FAX: _____

*E-MAIL ADDRESS: _____

*BY : (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

*PLEASE LIST OTHER COMMENTS BELOW:

***Please note:** We appreciate your feedback on this form and are very interested in your reason for not bidding.
Please do not hesitate to contact us at 479-575-8220 if you have questions, comments, or concerns regarding
these bid documents.

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

A. 3
Garver Engineers, LLC;
Van Asche Drive Extension Project
Page 1 of 8

9/19/2006

City Council Meeting Date

Ron Petrie

Submitted By

Engineering

Division

Operations

Department

Action Required:

A Resolution to approve a Contract Amendment with Garver Engineers in the amount of \$135,750 for Construction Phase Services on The Van Asche Drive Extension Project

\$ 135,750.00
Cost of this request

\$ 1,982,788.00
Category / Project Budget

Van Asche Drive Extension
Program Category / Project Name

4470.9470.5809.00
Account Number

\$ 236,959.85
Funds Used to Date

Street Improvements
Program / Project Category Name

05027.1

Project Number

\$ 1,745,828.15
Remaining Balance

Sales Tax Capital Improvements
Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐


Department Director

9-1-06
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

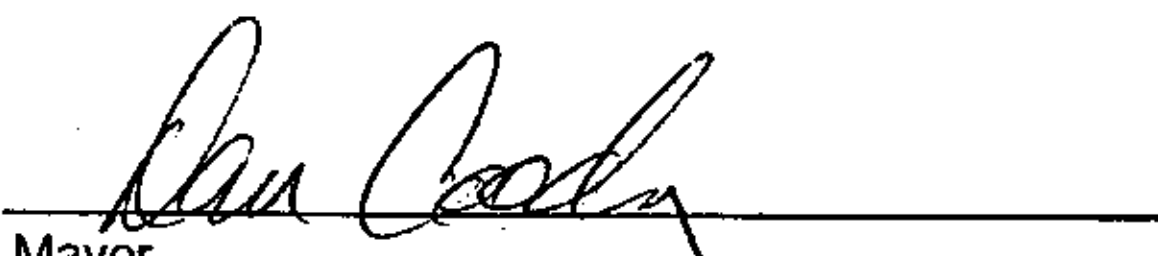
9/1/06
Date

Received in City Clerk's Office


Finance and Internal Service Director

9-1-06
Date

Received in Mayor's Office


Mayor

9/1/06
Date

Received in Mayor's Office

Comments:



Date: August 28, 2006

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer *RP*

Subject: **A Resolution to approve a Contract Amendment with Garver Engineers in the amount of \$135,750 for Construction Phase Services on The Van Asche Drive Extension Project**

RECOMMENDATION:

As approved by the Street Committee, staff recommends approval of an Amendment to the Contract with Garver Engineers, LLC for Construction Phase Services in the amount of \$135,750.00.

BACKGROUND:

The project, along with an agreement with the developers of CMN Business Park, was approved in February of 2005. A contract with Garver Engineers for design of the project was subsequently approved, and Garver began work on the design of the improvements in July, 2005. Design work was completed in June, 2006.

DISCUSSION:

Garver Engineers has provided a proposed Contract Amendment to provide construction phase services, including day-to-day construction observation. The terms of the Amendment include payment to Garver at their established hourly rates for hours worked on the project, with a not-to-exceed amount of \$135,750.00. The proposed amendment was reviewed by the Street Committee and recommended for approval at their August 8th meeting.

BUDGET IMPACT:

This contract will be paid from funds in the Van Asche Drive Extension Project (Project No. 05027). The budget adjustment proposed in the construction contract agenda item includes the funding for this contract.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH GARVER ENGINEERS, LLC IN THE AMOUNT OF \$135,750.00 FOR CONSTRUCTION PHASE SERVICES ON THE VAN ASCHE DRIVE EXTENSION PROJECT.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Amendment to the contract with GARVER ENGINEERS, LLC in the amount of \$20,000.00 for Construction Phase Services on the Van Asche Drive Extension Project. A copy of the Amendment, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED

By

DAN COODY, Mayor

ATTEST

By:

SONDRA SMITH, City Clerk

DRAFT

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS**

CONTRACT AMENDMENT NO. 1 – CONSTRUCTION PHASE SERVICES

Van Asche Drive Extension - Gregg Avenue to Steele Boulevard

This Contract Amendment No. 1, dated _____, 2006 shall amend the original contract between the CITY OF FAYETTEVILLE (Fayetteville, Arkansas) and GARVER ENGINEERS, LLC, dated June 21, 2005 for proposed improvements to Van Asche Drive from its termination in the existing CMN Business Park II, Phase I, west to Gregg Avenue, referred to in the following paragraphs as the original contract. This Contract Amendment No. 1 adds professional engineering and surveying services for the Construction Phase Services, as described herein.

The original contract is hereby modified as follows:

1. Scope of Services – Construction Phase Services

The original contract states in Section 2.4 - Construction Phase: "The scope of Construction Phase Services will be described in detail in Appendix B, which will be added with a future amendment to this agreement." Instead of utilizing an Appendix B, the scope of Construction Phase Services will be described herein as follows.

During the construction phase of work, GARVER ENGINEERS will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the CITY OF FAYETTEVILLE regarding payment.
3. Attend progress/coordination meetings with CITY OF FAYETTEVILLE/Contractor.
4. Prepare for and attend utilities coordination meeting.
5. Provide coordination with A&M Railroad, EGIS Environmental Consultants, and construction materials testing firm.
6. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER ENGINEERS on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.
7. Maintain a set of working drawings and prepare and furnish record drawings.

8. Provide part-time resident construction observation services for the 300-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during the 300-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the CITY OF FAYETTEVILLE wishes to increase the time or frequency of the observation, the CITY OF FAYETTEVILLE will pay GARVER ENGINEERS an additional fee agreed to by the CITY OF FAYETTEVILLE and GARVER ENGINEERS.
9. Provide survey crew for measuring quantities and/or record drawings surveys.
10. When authorized by the CITY OF FAYETTEVILLE, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the CITY OF FAYETTEVILLE will pay GARVER ENGINEERS an additional fee (unless changes are required due to the fault of GARVER ENGINEERS) to be agreed upon by the CITY OF FAYETTEVILLE and GARVER ENGINEERS.
11. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by GARVER ENGINEERS's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the CITY OF FAYETTEVILLE during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the CITY OF FAYETTEVILLE.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit including date and weather conditions, names of important visitors, construction work in progress and location, size of Contractor's work force and equipment in use, number of hours worked by Contractor's forces, and substance of important conversations with the Contractor. Engineer will provide copies to CITY OF FAYETTEVILLE weekly.

In performing construction observation services, GARVER ENGINEERS will endeavor to protect the CITY OF FAYETTEVILLE against defects and deficiencies in the work of the Contractor(s); but GARVER ENGINEERS cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction GARVER ENGINEERS observes that the Contractor's work does not comply with the construction contract documents, GARVER ENGINEERS will immediately notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. GARVER ENGINEERS will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER ENGINEERS will notify the CITY OF FAYETTEVILLE immediately, so that appropriate action under the CITY OF FAYETTEVILLE's contract with the Contractor can be taken.

2. Original Contract - Appendix A - Section 2.12

Appendix A - SCOPE OF SERVICES Section 2.12 Project Deliverables is revised to add the

following additional items.

14. Two copies of approved shop drawings/submittals from the Contractor.
15. One hard copy set of Record Drawings.

3. Original Contract - Appendix A - Section 2.14

Appendix A - SCOPE OF SERVICES Section 2.14 Extra Work is revised to delete the item which currently reads: "10. Construction Phase Services".

4. APPENDIX A2 - Fee Summary

Construction Phase Services fee amount is revised from \$0 to \$135,750.

5. SECTION 6 - PAYMENTS TO GARVER

SECTION 6 - PAYMENTS TO GARVER is revised as follows:

Article 6.1.8 Construction Phase Services is revised to read: "For the Construction Phase, CITY OF FAYETTEVILLE shall pay GARVER for time spent on the project, at the rates shown in attached Exhibit 1 for each classification of GARVER ENGINEERS's personnel. In addition, reimbursable expenses, including, but not limited to, printing, courier service, reproduction, and travel will be billed. The total amount paid to GARVER ENGINEERS under this agreement will not exceed \$135,750. For informational purposes, a breakdown of GARVER ENGINEERS's estimated costs is included in Exhibit 1. The rates shown in Exhibit 1 will be increased annually with the first increase effective on or about May 1, 2007."

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of GARVER ENGINEERS, and has been executed on behalf of the CITY OF FAYETTEVILLE, in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

By: _____

Title: _____

ATTEST: _____

GARVER ENGINEERS, LLC

By: Brock Hoskins
Brock Hoskins

Title: Vice President

ATTEST: Jim D. Beaver

Exhibit 1

Garver Engineers Hourly Rate Schedule

<u>Classification</u>	<u>Rates</u>
Senior Project Manager	\$ 180.00
Project Manager	\$ 155.00
Aviation Planner	\$ 89.00
Senior Project Engineer	\$ 120.00
Operations Specialist	\$ 107.00
Project Engineer	\$ 100.00
Senior Design Engineer	\$ 90.00
Sr. Construction Engineer	\$ 88.00
Construction Engineer	\$ 73.00
Design Engineer/Designer	\$ 73.00
Environmental Scientist	\$ 97.00
CADD Administrator	\$ 96.00
Senior CADD Technician	\$ 88.00
CADD Technician	\$ 58.00
Senior Construction Observer	\$ 86.00
Construction Observer	\$ 68.00
Senior Project Surveyor	\$ 100.00
Project Surveyor	\$ 74.00
Party Chief	\$ 70.00
Instrument Man	\$ 50.00
Rodman	\$ 40.00
Administration	\$ 52.00
Clerical I	\$ 56.00
Clerical II	\$ 45.00
2-Man Crew (Survey)	\$ 138.00
3-Man Crew (Survey)	\$ 180.00
2-Man Crew (GPS Survey)	\$ 180.00
3-Man Crew (GPS Survey)	\$ 222.00

ACCEPTED MANUSCRIPT

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

9-19-06
-9/5/2006

City Council Meeting Date

Ron Petrie

Submitted By

Engineering

Division

Operations

Department

Action Required:

A resolution awarding an Engineering Contract to Garver Engineers, LLC in an amount not to exceed \$320,050 for traffic studies, design surveys, and conceptual design services for Mount Comfort Road, from I-540 to Ruppel Road.

\$ 320,050.00

Cost of this request

\$ 550,000.00

Category / Project Budget

Mount Comfort Road

Program Category / Project Name

4470.9470.5809.00

Account Number

\$ -

Funds Used to Date

Street Improvements

Program / Project Category Name

04014

Project Number

\$ 550,000.00

Remaining Balance

Sales Tax Capital Improvements

Fund Name

Budgeted Item

☒

Budget Adjustment Attached


Department Director

8-17-06
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

8/28/06
Date

Received in City Clerk's Office


Finance and Internal Service Director

8-30-06
Date

Received in Mayor's Office


Mayor

9/1/06
Date

Comments:



A. 4
Garver Engineers, LLC;
Mount Comfort from I-540 to Ruppel Road
City of Fayetteville Page 2 of 36
Engineering Division
113 West Mountain
Fayetteville, AR 72701
ph: 479-575-8206
fax: 479-575-8202

Date: August 18, 2006

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer *RSP*

Subject: **A resolution awarding an Engineering Contract to Garver Engineers, LLC in an amount not to exceed \$320,050 for traffic studies, design surveys, and conceptual design services for Mount Comfort Road, from I-540 to Ruppel Road.**

RECOMMENDATION:

Staff recommends approval of a Contract with Garver Engineers, LLC in the amount of \$320,050 for traffic studies, design surveys, and conceptual design services for Mount Comfort Road, from I-540 to Ruppel Road.

BACKGROUND:

Mount Comfort Road is included in the proposed Transportation Improvement Bond Program, and is also partially funded by Capital Improvement Funds. Previously, the intersection with I-540, Shiloh Drive, and Dean Solomon Road was established as a separate project from the rest of Mount Comfort Road.

DISCUSSION:

Under this contract, Garver will provide traffic studies, design surveys and conceptual design services for Mount Comfort Road, from I-540 to west of Ruppel Road. As an initial step, schematic designs of the intersection with I-540 will be developed to establish the configuration and alignment of the intersection. These designs will be reviewed by the Street Committee in order to determine the recommended configuration. A detailed cost estimate will be prepared after the conceptual design is completed.

The contract amount will not exceed \$320,050. This fee includes \$279,700 for services provided by Garver, and \$40,350 for services to be provided by sub-consultants. The services to be provided by Garver will be paid at their hourly rates for the hours worked on the project. The services provided by sub-consultants will be paid for as reimbursements to Garver for the amounts billed by the sub-consultants.

BUDGET IMPACT:

There is currently \$550,000 remaining in Project 04014, Mount Comfort Widening and Turn Lanes, and \$400,000 in Project 05011, Mount Comfort and Shiloh-Right of Way.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH GARVER ENGINEERS, LLC IN AN AMOUNT NOT TO EXCEED \$320,050.00 FOR TRAFFIC STUDIES, DESIGN SURVEYS, AND CONCEPTUAL DESIGN SERVICES FOR MOUNT COMFORT ROAD FROM I-540 TO RUPPLE ROAD.

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 Garver Engineers, LLC in an amount not to exceed \$320,050.00 for traffic studies, design surveys, and conceptual design services for Mount Comfort Road from I-540 to Ruppel Road. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER ENGINEERS, LLC

THIS AGREEMENT is made as of _____, 2006, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Garver Engineers, LLC with offices located in Fayetteville (hereinafter called GARVER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, and construction of roadways within the City of Fayetteville, and in particular, engineering and surveying services related to proposed improvements to **Mount Comfort Road from Interstate 540 to Ruppel Road**, or as further described in Appendix A. Therefore, CITY OF FAYETTEVILLE and GARVER in consideration of their mutual covenants agree as follows:

GARVER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of GARVER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by GARVER under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of GARVER. Assignments may include services described hereafter as Basic Services or as Additional Services of GARVER.
- 1.2 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF GARVER

2.1 General

- 2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil engineering services, surveying services, and support incidental thereto.
 - 2.1.1.1 The Scope of Services to be furnished by GARVER during the Schematic Study and Concept Design Phases are included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.
 - 2.1.1.2 The Scope of Services to be furnished by GARVER during the remainder of the Design Phase will be negotiated in full and added by an amendment to this Agreement.
 - 2.1.1.3 The Scope of Services to be furnished by GARVER during the Bidding Phase will be negotiated in full and added by an amendment to this Agreement.
 - 2.1.1.4 The Scope of Services to be furnished by GARVER during the Construction Phase will be negotiated in full and added by an amendment to this Agreement.
- 2.1.2 Execution of this agreement will authorize the Engineer to proceed with the services as described herein.

2.2 Design Services

- 2.2.1 GARVER will perform engineering and related services in order to prepare Concept Drawings and related services as described in Appendix A.
 - 2.2.1.1 Text documents shall be provided to CITY OF FAYETTEVILLE in Microsoft® Word version 2000 or later software. Contract drawings shall be prepared using Garver standard borders, sheet sizes, title blocks and CADD standards. GARVER may use their normal software for the preparation of drawings but the final product shall be provided to CITY OF FAYETTEVILLE in Autodesk® AutoCAD version 2000 or later.

- 2.2.1.2 Develop and include in Appendix A of this Agreement for approval by CITY OF FAYETTEVILLE, a project design schedule in which GARVER shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by GARVER in the completion of this design. This Schedule shall include reasonable allowances for review and approval times required by CITY OF FAYETTEVILLE, performance of services by CITY OF FAYETTEVILLE's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by CITY OF FAYETTEVILLE, or for delays or other causes beyond GARVER's reasonable control. The progress design schedule shall consist of a tabular list of milestones and calendar days for each phase of services.
- 2.2.1.3 When requested by the CITY OF FAYETTEVILLE's City Engineer, prepare for and attend up to two Street Committee meetings and one City Council meeting to provide support for the project.
- 2.2.1.4 The Engineer will coordinate and conduct a public meeting and request all local utilities be present. The Engineer's exhibits for this public meeting will address the City's Conceptual Design comments. The exhibits will include a current set of full-sized Plans and foam display boards at a 1"=20' scale, utilizing aerial photographs and property information.
- 2.2.1.5 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided, and the value of the subcontract agreement.
- 2.2.1.6 Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the performance schedule contained in Appendix A.
- 2.2.2 Design shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, at the applicable completion levels outlined in Appendix A.

2.2.3 The Scope of Services to be furnished by GARVER during the remainder of the Design Phase (beyond Concept Design) will be negotiated in full and added by an amendment to this Agreement.

2.3 Bidding Phase

2.3.1 The scope of Bidding Phase Services will be described in detail in a future amendment to this Agreement.

2.4 Construction Phase

2.4.1 The scope of Construction Phase Services will be described in detail in a future amendment to this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF GARVER

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by GARVER, GARVER shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Financial Consultation

Consult with CITY OF FAYETTEVILLE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.2 Administrative Assistance

Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.3 Furnishing renderings or models of the Project for CITY OF FAYETTEVILLE's use.

3.1.4 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by CITY OF FAYETTEVILLE.

3.1.5 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.6 Extra Services

3.1.6.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE.

3.2 Contingent Additional Services

3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond GARVER's control, GARVER shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to GARVER. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, GARVER shall have no obligation to provide those services.

3.2.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.2.2.1 Required because of inconsistent approvals or instructions previously given by CITY OF FAYETTEVILLE, including revisions made necessary by adjustments in CITY OF FAYETTEVILLE's program or Project Budget.

3.2.2.2 Required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of GARVER:

- 4.1 Provide aerial mapping for GARVER's use.
- 4.2 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 4.3 Assist GARVER by placing at GARVER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.4 Guarantee access to and make all provisions for GARVER to enter upon public and private property as required for GARVER to perform his services under this Agreement.
- 4.5 Examine all studies, reports, sketches, cost opinions, drawings, proposals, and other documents presented by GARVER and render in writing decisions pertaining thereto.
- 4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.7 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.8 Give prompt written notice to GARVER whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.
- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees. Unless otherwise described in the attached Scope of Work.

4.10 Pay for placement of legal notices and advertisements in newspapers or other publications.

4.11 Furnish, or direct GARVER to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to GARVER in a timely manner.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. GARVER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO GARVER

6.1 Compensation

CITY OF FAYETTEVILLE shall pay GARVER an amount **not to exceed \$320,050** in accordance with the provisions described in the following paragraphs.

6.1.1 Traffic Studies, Schematic Study, Design Surveys, and Conceptual Design

For the Traffic Studies, Schematic Study, Design Surveys, and Conceptual Design described herein, CITY OF FAYETTEVILLE shall pay GARVER for time spent on the project at the rates shown in attached Appendix A-2 for each classification of GARVER's personnel. In addition, reimbursable expenses, including but not limited to printing, courier service, reproduction, and travel will be billed. The total amount paid to GARVER under this agreement for these phases will **not exceed \$279,700**. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix A-2. The rates shown in Appendix A-2 will be increased annually with the first increase effective on or about May 1, 2007.

6.1.2 Property Surveys and Property Acquisition Documents

For Property Surveys and Property Acquisition Documents, CITY OF FAYETTEVILLE shall pay GARVER an amount to be negotiated at a later date.

6.1.3 Geotechnical Services and ARKUPS

For Geotechnical Services, CITY OF FAYETTEVILLE shall pay GARVER a lump sum amount which will be negotiated with Grubbs, Hoskyn, Barton & Wyatt or other consultant, as a subconsultant to the Engineer, and approved by CITY OF FAYETTEVILLE. For Utility Marking Services, CITY OF FAYETTEVILLE shall pay GARVER a lump sum amount which will be negotiated with ARKUPS, as a subconsultant to the Engineer. The combined fee for Geotechnical Services and ARKUPS is estimated to be approximately \$40,350, but may exceed this estimate.

6.1.4 Preliminary Design

For the Preliminary Design described herein, CITY OF FAYETTEVILLE shall pay GARVER an amount to be negotiated at a later date.

6.1.5 Final Design

For the Final Design described herein, CITY OF FAYETTEVILLE shall pay GARVER an amount to be negotiated at a later date.

6.1.6 Bidding Services

For the Bidding Services described herein, CITY OF FAYETTEVILLE shall pay GARVER an amount to be negotiated at a later date.

6.1.7 Construction Phase Services

For the Construction Phase, CITY OF FAYETTEVILLE shall pay GARVER an amount to be negotiated at a later date.

6.1.8 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to GARVER shall be negotiated at the time Additional services are authorized.

6.2 Statements

Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate consistent with GARVER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by GARVER and approved by CITY OF FAYETTEVILLE.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of GARVER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise GARVER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, GARVER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by GARVER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against GARVER or his sureties under this Agreement or applicable performance and payment bonds, if any. Final payment for each phase of services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of each phase for the Project.

6.5 Fee Changes

Subject to the City Council approval, adjustment of the NTE amounts may be made should GARVER establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides

to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract, unless noted herein, shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

Any unused portion of the fees, not billable due to delays beyond the Engineer's control, will be increased 6% annually with the first increase effective on or about May 1, 2007.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, GARVER will maintain (in United States Dollars) the following minimum insurance coverages:

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

GARVER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

7.1.2 Construction Contractors shall be required to provide (or CITY OF FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and GARVER as additional insureds, or, to endorse CITY OF FAYETTEVILLE and GARVER ENGINEERS as additional insureds on construction Contractor's liability insurance policies covering claims for personal injuries and property damage. Construction Contractors shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE and

GARVER. All contract insurance carriers shall be required to list GARVER and CITY OF FAYETTEVILLE as certificate holders, furnishing copies of the contractor's insurance certificate to each party.

7.1.3 CITY OF FAYETTEVILLE and GARVER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of GARVER's services. A provision similar to this shall be incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction Contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE and GARVER for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 GARVER will exercise reasonable skill, care, and diligence in the performance of GARVER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to GARVER any defects or suspected defects in GARVER's services of which CITY OF FAYETTEVILLE becomes aware, so that GARVER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE and GARVER further agree to impose a similar notification requirement on all construction contractors in the Bid Documents and shall require all subcontracts at any level to contain a like requirement. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of GARVER.

7.2.2 In addition GARVER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by GARVER's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by GARVER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on GARVER's experience, qualifications, and judgment as a design professional. Since GARVER has no control over weather, cost and availability of labor, material and equipment, labor productivity,

construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, GARVER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by GARVER.

7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of GARVER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of GARVER.

7.5 Termination

7.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

7.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.1.2 An opportunity for consultation with the terminating party prior to termination.

7.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that GARVER is given:

7.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.2.2 An opportunity for consultation with the terminating party prior to termination.

- 7.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 7.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
- 7.5.3.2 Any payment due to GARVER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of GARVER's default.
- 7.5.4 If termination for default is effected by GARVER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to GARVER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by GARVER relating to commitments which had become firm prior to the termination.
- 7.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, GARVER shall:
- 7.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
- 7.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GARVER in performing this Agreement, whether completed or in process.
- 7.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 7.5.7 If, after termination for failure of GARVER to fulfill contractual obligations, it is determined that GARVER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.6 Delays

In the event the services of GARVER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond GARVER's reasonable control, GARVER shall be entitled to additional compensation and time for reasonable costs incurred by GARVER in temporarily closing down or delaying the Project.

7.7 Rights and Benefits

GARVER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

7.8 Dispute Resolution

7.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and GARVER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or GARVER in the performance of this Agreement, and disputes concerning payment.

7.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.8.3 Notice of Dispute

7.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give GARVER written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the

nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

7.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and GARVER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of GARVER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to GARVER for services rendered by GARVER.

7.10 Publications

Recognizing the importance of professional development on the part of GARVER's employees and the importance of GARVER's public relations, GARVER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to GARVER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to GARVER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of GARVER's activities pertaining to any such publication shall be for GARVER's account.

7.11 Indemnification

7.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and GARVER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

7.12 Computer Models

GARVER may use or modify GARVER's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or GARVER may develop computer models during GARVER's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by GARVER does not constitute a license to CITY OF FAYETTEVILLE to use or modify GARVER's computer models. Said proprietary computer models shall remain the sole property of the GARVER. CITY OF FAYETTEVILLE and GARVER will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use GARVER's computer models.

7.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. GARVER may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by GARVER as part of the Services shall become the property of CITY OF FAYETTEVILLE when GARVER has been compensated for all services rendered, provided, however, that GARVER shall have the unrestricted right to their use. GARVER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of GARVER.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. GARVER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

7.14 Notices

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

CITY OF FAYETTEVILLE's address:

City of Fayetteville; Attn: Ron Petrie, PE

113 West Mountain
Fayetteville, AR 72701

GARVER's address:

Garver Engineers; Attn: Brock Hoskins, PE
1088 East Millsap Road
Fayetteville, AR 72703

7.15 Successor and Assigns

CITY OF FAYETTEVILLE and GARVER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor GARVER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.17 Entire Agreement

This Agreement represents the entire Agreement between GARVER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to GARVER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by GARVER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of GARVER:

- 8.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve GARVER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any

of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8.1.2 GARVER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by GARVER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

8.1.3 GARVER's obligations under this clause are in addition to GARVER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against GARVER for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and GARVER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 GARVER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. GARVER shall also maintain the financial information and data used by GARVER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. GARVER will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

8.3.3 This right of access clause (with respect to financial records) applies to:

8.3.3.1 Negotiated prime agreements:

8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of GARVER;

8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

GARVER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by GARVER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.5 Gratuities

8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that GARVER or any of GARVER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to GARVER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against GARVER as it could pursue in the event of a breach of the Agreement by GARVER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs GARVER incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

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

8.7 Debarment And Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: GARVER ENGINEERS, LLC

SIGNATURE: 

DATE: _____

PRINTED NAME: Brock Hoskins

TITLE: Vice President

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and
GARVER, by its authorized officer have made and executed this Agreement as of the day and year first
above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

GARVER ENGINEERS, LLC

By: Bruce Horne

Title: Vice President

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes traffic studies, partial schematic study, and conceptual design services for improvements to Mount Comfort Road from I-540 to Ruppel Road in Fayetteville, Arkansas. Improvements will consist primarily of street reconstruction and widening, including curb and gutter and drainage improvements, with alignment improvements at intersections of Mount Comfort Road, Porter Road, Shiloh Drive (frontage road), Deane Solomon, and the west I-540 ramps. The typical section will be 4 lanes (with 5 lanes at intersections) with curb and gutter, no landscaped medians, and sidewalks on both sides. Garver will provide traffic studies at Mount Comfort's intersection with I-540 (including Porter Road, Shiloh Drive (frontage road), Deane Solomon, and the west I-540 ramps), Salem Road, and Ruppel Road.

2.2 Design Surveys, Property Surveys, and Property Acquisition Documents

2.2.1 Design Surveys

Garver's fee for Design Surveys is based on field surveys along the Mount Comfort corridor from approximately 500 feet west of the north segment of Ruppel Road to approximately 400 feet south of the east I-540 ramps on Porter Road, including the intersection area of the west I-540 ramps, Shiloh Drive (frontage road), Mount Comfort Road, Deane Solomon, and Porter Road as shown on an exhibit provided by the City. Surveys are also planned to extend 200 feet along intersecting residential streets and 500 feet along Salem Road.

Field surveys will include cross sections, utilizing radial topography methods, at intervals and for distances on each side of the streets as appropriate for modeling the existing ground, including locations of any pertinent features or improvements between sections along the designated limits of the project. Buildings and other structures, streets, drainage features, trees over eight inches in diameter, general boundaries of tree lines, visible utilities, underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be encountered on the project site, will be located.

Permanent control points will be established along the alignment utilizing GPS methods in combination with electronic total stations and data collectors noting the coordinates and elevations to the nearest 0.01 foot. All survey data will be tied to the City of Fayetteville's plane coordinate system and all elevations will be tied to the National Geodetic Vertical Datum (NGVD) 1929.

Garver will postpone survey work on the study portions of the project until the City of Fayetteville defines the improvements to be designed and authorizes Garver to proceed.

2.2.2 Property Surveys

The scope of Property Surveys will be added with a future amendment to this agreement. The City of Fayetteville will provide property ownership information for Garver to use on the Concept Plans and public meeting exhibits.

2.2.3 Property Acquisition Documents

The scope of Property Acquisition Documents will be added with a future amendment to this agreement.

2.3 Schematic Study

The Schematic Study Phase is limited to:

- Intersection area of the west I-540 ramps, Shiloh Drive (frontage road), Mount Comfort Road, Deane Solomon, and Porter Road. The schematic drawings will utilize the existing City-furnished mapping for preparing a base map. No vertical information will be provided in the Schematic Phase for this area.
- Mount Comfort Road from north segment of Ruppel Road to Hidden Creek Road and realignment of south segment of Ruppel Road. The schematic drawings will utilize the existing City-furnished mapping for preparing a base map and DTM.

The purposes of this schematic study phase will include defining the extent, type, and alignment for the improvements to be designed; coordinating the proposed improvements with the City, AHTD, adjacent property owners, and utility companies; determining project limits; and developing an order of magnitude cost estimate for these portions of the overall project.

Specific details to be addressed during the Schematic Study Phase include:

1. Project limits on west end of Mount Comfort Road. Garver will evaluate improvements on Mount Comfort Road from the north segment of Ruppel Road to Hidden Creek Road. Garver will also evaluate improvements for realigning the south segment of Ruppel Road, which will likely include a bridge over Hamstring Creek.
2. Improvements at I-540. Garver will evaluate up to three different alignment alternatives (potentially including a roundabout) for the intersections of the west I-540 ramps, Shiloh Drive (frontage road), Mount Comfort Road, Deane Solomon, and Porter Road and will make a recommendation to the City of Fayetteville.

2.4 Conceptual Design

Garver will not begin the Conceptual Design Phase for the area near I-540 until authorized by the City of Fayetteville. The Conceptual Design Phase will include the Mount Comfort corridor from approximately 500 feet west of the north segment of Ruppel Road to approximately 400 feet south of the east I-540 ramps on Porter Road, including the intersection area of the west I-540 ramps, Shiloh Drive (frontage road), Mount Comfort Road, Deane Solomon, and Porter Road. The south segment of Ruppel Road and the segment of Mount Comfort west of Ruppel Road, included in the Schematic Study Phase, are not included in the Conceptual Design Phase.

The purposes of this conceptual design phase will include confirming the extent and type of improvements to be designed further under a separate agreement or amendment; coordinating the proposed improvements with the City, AHTD, adjacent property owners, and utility companies; and developing an order of magnitude cost estimate for the project. The Concept Design should represent roughly 20 to 30 percent construction documents.

The submittal will include preliminary typical sections, plan and profile sheets showing horizontal and vertical geometry of the roadway, major drainage structures, cross sections, right-of-way requirements, and an opinion of probable construction cost.

Garver will prepare for and attend two Street Committee Meetings. Garver will coordinate and

conduct a public meeting and request all local utilities be present. Garver's exhibits for this public meeting will address the City's Conceptual Design comments. The exhibits will include a current set of full-sized plans and foam display boards at a 1"=20' scale, utilizing aerial photographs and property information provided by the City of Fayetteville. Garver will attend the next scheduled City Council meeting after the public meeting.

2.5 Preliminary Design

The scope of Preliminary Design will be added with a future amendment to this agreement.

2.6 Final Design

The scope of Final Design will be added with a future amendment to this agreement.

2.7 Environmental Surveys, Permitting, and Coordination with COE

The scope of Environmental Surveys, Permitting, and Coordination with COE will be added with a future amendment to this agreement.

2.8 Traffic Studies and Signalization Design

Garver will complete traffic studies, including traffic counts, for the following intersections:

1. I-540 Westbound Ramp and Porter Road
2. Porter Road, Shiloh Road, and Mount Comfort Road
3. Mount Comfort Road and Deane Solomon Road
4. Mount Comfort Road and Salem Road
5. Mount Comfort Road and Ruppel Road (north approach)
6. Mount Comfort Road and Ruppel Road (south approach)

Alignment alternatives, lane configurations, left-turn lanes, storage lengths, signalization, and other improvements will be recommended based upon the results of the studies. The Traffic Studies will be completed prior to completing the Schematic Study Phase.

The scope of Signalization Design will be added with a future amendment to this agreement.

2.9 Drainage Study for Bridge

The scope of Drainage Study for Bridge will be added with a future amendment to this agreement.

2.10 Bidding Services

The scope of Bidding Services will be added with a future amendment to this agreement.

2.11 Geotechnical Services

Garver will subcontract with Grubbs, Hoskyn, Barton & Wyatt or other geotechnical consultant to provide investigations and recommendations as Garver deems necessary.

2.12 Construction Phase Services

The scope of Construction Phase Services will be added with a future amendment to this agreement.

2.13 Project Deliverables

The following will be submitted to the City of Fayetteville, or others as indicated, by Garver:

1. Three copies of the Traffic Study Report and one copy of the Geotechnical Report.
2. One set of full-sized plans and foam display boards at a 1"=20' scale, utilizing aerial photographs and property information, for the public meeting.
3. Ten copies (half-size) of the Schematic Study Phase alternatives with opinion of probable construction costs.
4. Ten copies (half-size) of the approved Conceptual Plans with opinion of probable construction cost.
5. One copy of the half-size revised Conceptual Plans (from the City and Public Meeting comments) to each potentially affected utility company.
6. Electronic files as requested.

2.14 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Property Surveying, Drainage Studies, Preliminary Design, Final Design, Bidding Services, and/or Construction Phase Services.
2. Redesign for the City's convenience or due to changed conditions after prior approval or conflicting direction from the City.
3. Submittals or deliverables in addition to those listed in paragraph 2.13.
4. Environmental Assessment.
5. Wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.

Extra Work will be as directed by the City of Fayetteville in writing for an additional fee as agreed upon by the City of Fayetteville and Garver.

2.15 Schedule

Garver will begin work under this Agreement within ten (10) days of a Notice to Proceed and will complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Traffic Study	45 days from start date (during school year)
Schematic Study	30 days from completion of Traffic Studies
Design Surveys	20 days from receipt of design direction from City after review of Schematic Study
Draft Conceptual Design	60 days from completion of Design Surveys
Public Meeting	15 days from receipt of Conceptual Design Comments

Appendix A-2

Garver Engineers Hourly Rate Schedule

Classification	Rates
Senior Project Manager	\$ 180.00
Project Manager	\$ 155.00
Aviation Planner	\$ 89.00
Senior Project Engineer	\$ 120.00
Operations Specialist	\$ 107.00
Project Engineer	\$ 100.00
Senior Design Engineer	\$ 90.00
Sr. Construction Engineer	\$ 88.00
Construction Engineer	\$ 73.00
Design Engineer/Designer	\$ 73.00
Environmental Scientist	\$ 97.00
CADD Administrator	\$ 96.00
Senior CADD Technician	\$ 88.00
CADD Technician	\$ 58.00
Senior Construction Observer	\$ 86.00
Construction Observer	\$ 68.00
Senior Project Surveyor	\$ 100.00
Project Surveyor	\$ 74.00
Party Chief	\$ 70.00
Instrument Man	\$ 50.00
Rodman	\$ 40.00
Administration	\$ 52.00
Clerical I	\$ 56.00
Clerical II	\$ 45.00
2-Man Crew (Survey)	\$ 138.00
3-Man Crew (Survey)	\$ 180.00
2-Man Crew (GPS Survey)	\$ 180.00
3-Man Crew (GPS Survey)	\$ 222.00

APPENDIX A-2

CITY OF FAYETTEVILLE MOUNT COMFORT ROAD IMPROVEMENTS

FEE SUMMARY

Traffic Studies	\$29,080.00
Schematic Study	\$49,500.00
Signalization Design	\$0.00
Surveys	\$97,100.00
Drainage Study	\$0.00
Conceptual Design	\$104,020.00
Preliminary Design	\$0.00
Final Design	\$0.00
Property Acquisition Documents	\$0.00
Bidding Services	\$0.00
Construction Support Services	\$0.00
NTE Fee	\$279,700.00
Geotechnical Services	\$22,750.00
Record Research	\$0.00
ARKUPS - Utility Locates	\$17,600.00

APPENDIX A-2

CITY OF FAYETTEVILLE
MOUNT COMFORT ROAD IMPROVEMENTS

Traffic Studies

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Senior Project Surveyor	Project Surveyor	Senior Tech./Draftsman	Tech./Draftsman	Clerical	Survey Crew	Senior Const./Engineer	Const. Engineer	Senior Const./Observer	Const. Observer
1. Civil Engineering																
Traffic Study	\$160.00	\$155.00	\$120.00	\$100.00	\$90.00	\$73.00	\$100.00	\$74.00	\$80.00	\$68.00	\$45.00	\$135.00	\$68.00	\$73.00	\$90.00	\$68.00
Travel	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
Traffic Counts		4				12				12						
Warrant Analysis		4				12				48						
Signal Analysis		4				12										
Intersection Option (Dunes Soloman, Shiloh & Ramps)		24				6										
Report		40				40										
Coordination with City	6	16														
QC Review		16														
Subtotal - Civil Engineering	6	148	0	0	0	64	0	0	0	60	0	0	0	0	0	0
2. Structural Engineering																
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	6	168	0	0	0	64	0	0	0	60	0	0	0	0	0	0
Salary Costs	\$1,080.00	\$16,740.00	\$0.00	\$0.00	\$0.00	\$8,132.00	\$0.00	\$0.00	\$0.00	\$3,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,432.00

SUBTOTAL - SALARIES \$27,432.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$500.00
Postage/Freight/Courier	\$48.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$1,000.00
Travel Costs	\$100.00

Subtotal

\$29,080.00

SUBCONSULTANTS

\$0.00

TOTAL COST:

\$29,080.00

APPENDIX A-2

CITY OF FAYETTEVILLE
MOUNT COMFORT ROAD IMPROVEMENTS

Surveys

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Senior Project Surveyor	Project Surveyor	Senior Tech./ Draftsman	Tech./ Draftsman	Clerical	Survey Crew	Senior Const. Engineer	Const. Engineer	Senior Const. Observer	Const. Observer
1. Surveys - Topographic Control Traverse and Levels	\$180.00 hr	\$155.00 hr	\$120.00 hr	\$100.00 hr	\$90.00 hr	\$73.00 hr	\$100.00 hr	\$74.00 hr	\$88.00 hr	\$68.00 hr	\$40.00 hr	\$138.00 hr	\$88.00 hr	\$73.00 hr	\$88.00 hr	\$88.00 hr
Topographic Surveys							12	24				100				
Utility Surveys							40	80				400				
Locate Soil Borings and Test Pits							10	20				84				
Subtotal - Surveying	0	0	0	0	0	0	62	104	0	0	0	588	0	0	0	0
2. Surveys - Property Property Surveys																
Data Processing																
Subtotal - Surveying	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	0	0	0	0	0	0	62	104	0	0	0	588	0	0	0	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,200.00	\$7,696.00	\$0.00	\$0.00	\$0.00	\$81,144.00	\$0.00	\$0.00	\$0.00	\$95,040.00

SUBTOTAL - SALARIES

\$95,040.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$60.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$180.00
Aerial Photography	\$0.00
GPS Equipment	\$720.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Travel Costs	\$1,100.00
	\$2,080.00

Subtotal

\$97,100.00

SUBCONSULTANTS

\$0.00

TOTAL COST:

\$97,100.00

APPENDIX A-2
CITY OF FAYETTEVILLE
MOUNT COMFORT ROAD IMPROVEMENTS

Conceptual Design

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Senior Surveyor	Project Surveyor	Senior Tech./ Draftsman	Tech./ Draftsman	Survey Crew	Senior Civil Engineer	Civil Engineer	Senior Civil Observer	Civil Observer
1. Civil Engineering															
Develop Base Drawing/DTM from topographical surveys for entire project as approved by City			4	4		40	20	90							
Review/Develop Typical Sections															
Plan & Profile Sheets with Proposed ROW		1	4			8				8					
Identify Water and Sewer Relocational Improvements		12	30			60	32			108					
Drainage Improvements		2	10			32				24					
Other Sections		2	12			64				24					
Coordination with Electrical Investigation						40				40					
Meeting/Coordination with Utility Companies		1	6			4									
Meeting/Coordination with ARFD		1	4			4									
Meeting/Coordination with Adjacent Property Owners		2	4	12		2									
Meeting/Coordination with City		5	18			10	8								
Option of Private Construction Cost		2	24			60				40					
Prepare for and Participate in Public Meeting		2	4			12				12					
Prepare Plans for City Comments after Public Meeting		2	8			8				8					
Review Plans per City Comments after Public Meeting		2	8			18				18					
Review Cost Option		2	8			8				8					
Prepare for and Attend City Council Meeting		2	8			8				8					
CC Repairs/Notes		8	18	15											
Subtotal - Civil Engineering	23	67	204	4	0	404	88	90	0	302	4	0	0	0	0
2. Structural Engineering															
Bridge Structural Design															
Retaining Wall		2	8							8					
Cost Option		2	2							4					
Subtotal - Structural Engineering	8	4	0	18	0	0	0	0	0	12	0	0	0	0	0
3. Mechanical Engineering															
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering															
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL - SALARIES	\$4,140.00	\$11,005.00	\$24,480.00	\$1,500.00	\$0.00	\$28,492.00	\$5,500.00	\$7,040.00	\$0.00	\$18,210.00	\$140.00	\$0.00	\$0.00	\$0.00	\$101,812.00

DIRECT NONLABOR EXPENSES	
Document Printing/Reproduction/Assembly	\$2,000.00
Postage/Freight/Carrier	\$107.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Travel Costs	\$100.00
Subtotal	\$2,207.00
SUBCONSULTANTS	\$0.00
TOTAL COST:	\$104,019.00

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

9/19/2006
City Council Meeting Date

Ron Petrie Engineering Operations
Submitted By Division Department

Action Required:

A Resolution to approve a payment of not to exceed \$362,000 to Arkansas and Missouri Railroad for Safety Improvements at Van Asche Drive and Gregg Avenue as Part of the Van Asche Drive Extension Project

\$ 362,000.00	\$ 1,982,788.00	Van Asche Drive Extension
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5809.00	\$ 236,959.85	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
05027.1	\$ 1,745,828.15	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

Budgeted Item ☒ Budget Adjustment Attached ☐

 9-1-06
Department Director Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

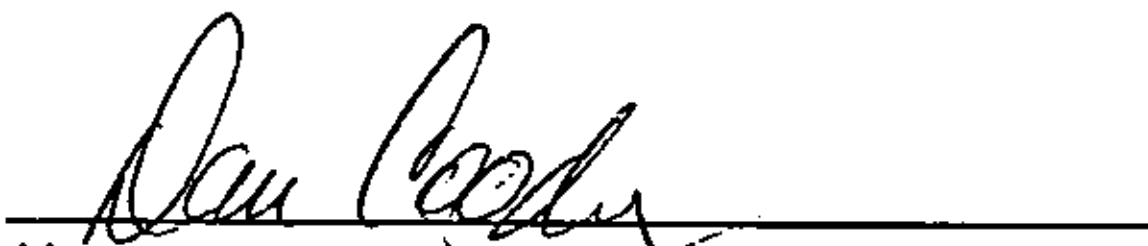
Original Contract Number: _____

 9/1/06
City Attorney Date

Received in City Clerk's Office


 9-1-06
Finance and Internal Service Director Date

Received in Mayor's Office


 9/1/06
Mayor Date

Comments:



Date: August 28, 2006

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer 

Subject: **A Resolution to approve a payment of not to exceed \$362,000 to Arkansas and Missouri Railroad for Safety Improvements at Van Asche Drive and Gregg Avenue as Part of the Van Asche Drive Extension Project**

RECOMMENDATION:

As approved by the Street Committee, staff recommends approval of a payment not to exceed \$362,000 to Arkansas and Missouri Railroad for safety improvements at Van Asche Drive and Gregg Avenue.

BACKGROUND:

This project will extend Van Asche Drive to Gregg Avenue. Railroad crossing gates and signals will be installed as part of the project by Arkansas & Missouri Railroad.

DISCUSSION:

The Arkansas and Missouri Railroad (AMRR) will be installing new railroad crossing panels and new safety equipment, including gates and signals, on their facility that crosses Van Asche Drive just west of Gregg Avenue. The railroad improvements will be installed by AMRR per AMRR policy. AMRR proposes to construct the crossing panels for a cost of \$98,000 and to construct the crossing safety equipment for a cost of \$254,000, a total of \$362,000. Copies of the proposals from AMRR are attached.

BUDGET IMPACT:

This payment will be made from funds in the Van Asche Drive Extension Project (Project No. 05027). The budget adjustment proposed in the construction contract agenda item includes the funding for this payment.

RESOLUTION NO. _____

A RESOLUTION APPROVING PAYMENT TO THE ARKANSAS
& MISSOURI RAILROAD IN AN AMOUNT NOT TO EXCEED
\$362,000.00 FOR SAFETY IMPROVEMENTS TO THE CROSSING
AT VAN ASCHE DRIVE AND GREGG AVENUE.

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 payment to the Arkansas & Missouri Railroad in an amount not
to exceed \$362,000.00 for safety improvements to the crossing at Van Asche Drive
and Gregg Avenue.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED

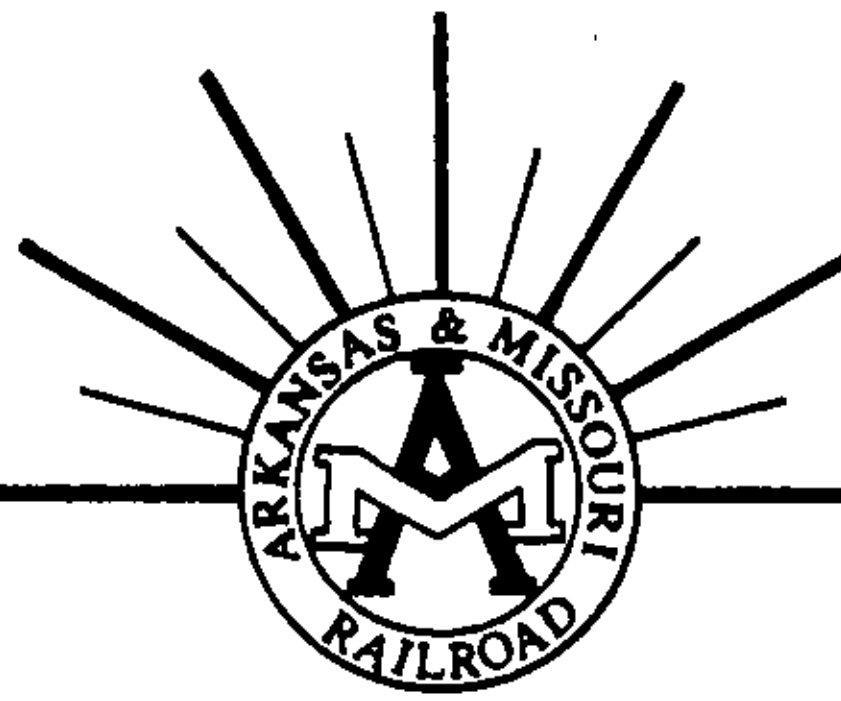
By: DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT



Date: July 31, 2006

To whom it may concern:

A&M railroad will construct and install 124 feet of crossing panels at Van Ashe, Fayetteville, AR.

This includes: concrete steel clad panels, 100 10' ties, labor, and all equipment need.

Total \$98,000

Jim Seratt
General Superintendent

A handwritten signature in black ink, appearing to read 'Jim Seratt', is written below the printed name and title.

REQUEST FOR PROPOSAL (RFP)

Project Information:

Project: Install crossing upgrade at Van Asche Dr. in Fayetteville, AR.
AAR DOT #667-184W, Mile Post 348.82

Scope of Work:

- RCL will coordinate with the roadway contractor for the installation of approximately 150' of 4" PVC under the roadway and railroad tracks.
- RCL will coordinate the installation of a new meter pole and electrical service.
- The RCL signal gang will travel to the job site.
- Install the new automatic highway crossing warning system utilizing HXP-3R housed in a 8x8 bungalow.
- Trench in new track wires and gate/cantilever cable.
- Install two median roadway crossing gates, two roadway crossing gates with pedestrian gate kits, two pedestrian crossing gates, one 26' cantilever and four bells.
- Cut-over and test the new automatic highway crossing warning system.
- Provide all other components required to provide a complete and operational system.

All work listed above to be performed by RCL including, installation of warning system and the facilitation of any contracting services deemed necessary.

RCL will provide fill dirt and cover rock as necessary.

RCL will provide 4" SCH 80 pipe.

Roadway contractor shall install approx. 200' of 4" SCH 80 pipe during roadway construction.

All work to conform to current Arkansas & Missouri Railroad specifications.

Installation will be in compliance with Manual of Uniform Traffic Control Devices (MUTCD) & the American Railway Engineering and Maintenance-of-Way Association (AREMA).

RCL also provides the following insurance limits:

Commercial General Liability	\$1,000,000 per occurrence
	\$1,000,000 for Personal Injury
	\$2,000,000 General Aggregate

Automobile Liability	\$1,000,000 per occurrence
Umbrella (Excess Liability)	\$5,000,000 Occurrence \$5,000,000 Annual Aggregate

2-Quad 6-Gate/1-Cant Crossing: \$254,000.00

Includes a HXP-3R, four gates, two pedestrian gates, four bells, two extra sets of side lights and LED light units in a 8x8 bungalow. Control circuits will utilize a VLG, three XLC's and a VRD for gate control. Backup shall include six ELM 500 AH batteries, seven ELM 710 one ERBC 12/20 charger and one ERBC 12/40 charger.

Boring: \$0.00 estimate

Boring shall be installed during road construction. 4" SCH. 80 PVC shall be installed during the crossing surface installation under the roadway.

Safety:

Safety is of primary importance and is the responsibility of personnel at all levels. Safety standards for this project fall under the jurisdiction of The Federal Railroad Administration, 49 CFR 214, Roadway Worker Protection and the Arkansas & Missouri Railroad Safety Policy. RCL will comply with safe practices and standards set forth in the applicable local, state and federal codes, orders and regulations.

- Safety Briefings to be held daily and as work conditions change per 49 CFR 214.
- RCL employees have Roadway Worker Protection (RWP) certification.
- RCL gang will have radio on Railroad frequency to advise dispatcher if necessary.
- RCL maintains an internal safety manual as part of our safety program.
- RCL randomly drug and alcohol tests their employees per FRA guidelines.

Summary:

The purpose of this document is to provide an installation cost for Van Asche Dr. in Fayetteville, AR. RCL installs approximately 200 automatic highway crossing warning systems a year and can provide a qualified management team and signal gang to safely and correctly install a Highway crossing warning system; our approach will insure a smooth project.

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

A. 6
Wayne Gentry d/b/a
Nu Look Contract Amendment
Page 1 of 14

19-Sep-06

City Council Meeting Date

Yolanda Fields-Director

Submitted By

Community Resources

Division

Operations

Department

Action Required:

Approval of Amendment #1 with Wayne Gentry dba Nu-Look for Redevelopment Program Contractor.

\$20,000

Cost of this request

2180 4945 5315 00

Account Number

assorted

Project Number

Redevelopment Program

Category/Project Budget

\$139,780.00

Funds Used to Date

16,164.21

\$ 120,700.00

Remaining Balance

Redevelopment Program

assorted projects

Program Category / Project Name

Redevelopment Program

assorted projects

Program / Project Category Name

Contract Services

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Department Director

Date

City Attorney

Date

Finance and Internal Service Director

Date

Mayor

Date

Received in City Clerk's Office

ENTERED

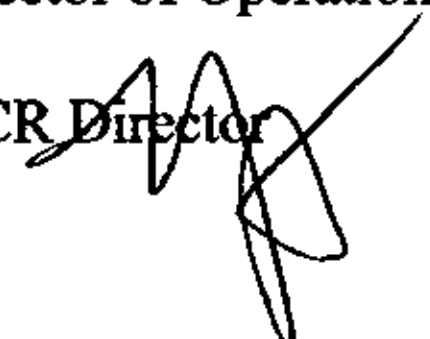
8/30/06

Received in Mayor's Office

8/31/06
ENTERED

Staff recommends approval of contract

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Gary Dumas, Director of Operations
From: Yolanda Fields, CR Director 
Date: August 28, 2006
Subject: Approval of Amendment #1 with Wayne Gentry dba Nu-Look

RECOMMENDATION

Staff recommends approval of Amendment #1 with Wayne Gentry dba Nu-Look to provide contract services for Redevelopment Program.

BACKGROUND

In 1992, a neighborhood within a low-to-moderate-income area of Fayetteville was designated as a Target Area to concentrate eligible community development activities. Prior to the creation of the program, the Code Compliance efforts were placing an additional economic strain on the low-income homeowners in the target area who are physically or financially unable to memove or correct violations.

In 2004, the Redevelopment Program was established. This program provides funding for one Code Compliance Officer and for the clean up/revitalization of deteriorating properties in the target area. In addition the program assists low to moderate income homeowners city wide for compliance of code violations. A \$20,000.00 contract with Nu-Look for contact services for the correction of code violations was established in February of this year.

DISCUSSION

The Redevelopment Program to date in 2006 has spent \$16,164.21 assisting homeowners on private property in clearing violations in the City of Fayetteville. Demand for program services requires that existing contract be increased. The contract amendment for \$20,000.00 will see the program through the end of the year.

BUDGET IMPACT

CDBG funding for project is \$20,000.00.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT #1 TO THE CONTRACT WITH WAYNE GENTRY d/b/a NU LOOK IN AN AMOUNT NOT TO EXCEED \$20,000.00 TO CONTINUE THE REDEVELOPMENT PROGRAM THROUGH THE END OF 2006.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the contract with Wayne Gentry d/b/a Nu Look in an amount not to exceed \$20,000.00 to continue the Redevelopment Program through the end of 2006. A copy of Amendment #1, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

DRAFT

CONTRACT AMENDMENT # 1

This Amendment effective as of September 19, 2006, by and between the City of Fayetteville, Arkansas, 113 West Mountain, Fayetteville, Arkansas, 72701 and Wayne Gentry dba Nu-Look Vinyl 14990 Cove Creek Rd., Prairie Grove, AR 72753.
Amendment to the original contract dated February 14, 2006.

In this Amendment, the party who is contracting to receive services shall be referred to as "City Of Fayetteville" or "The City" and the party who will be providing the services shall be referred to as "Nu-Look".

Additional Redevelopment Projects as assigned by the CITY for the duration of the year.
Amendment amount \$ 20,000.00.

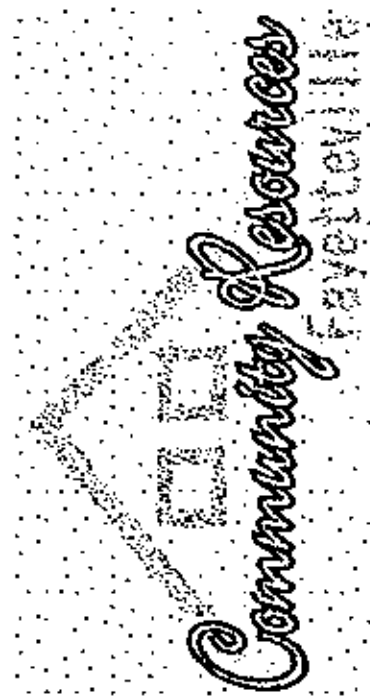
This Amendment has been duly executed on this _____ day of _____, 2006.

**CITY OF FAYETTEVILLE
COMMUNITY RESOURCES DIVISION**

By: _____
Dan Coody
Mayor

WAYNE GENTRY DBA NU-LOOK

By: _____
Wayne Gentry
Contractor

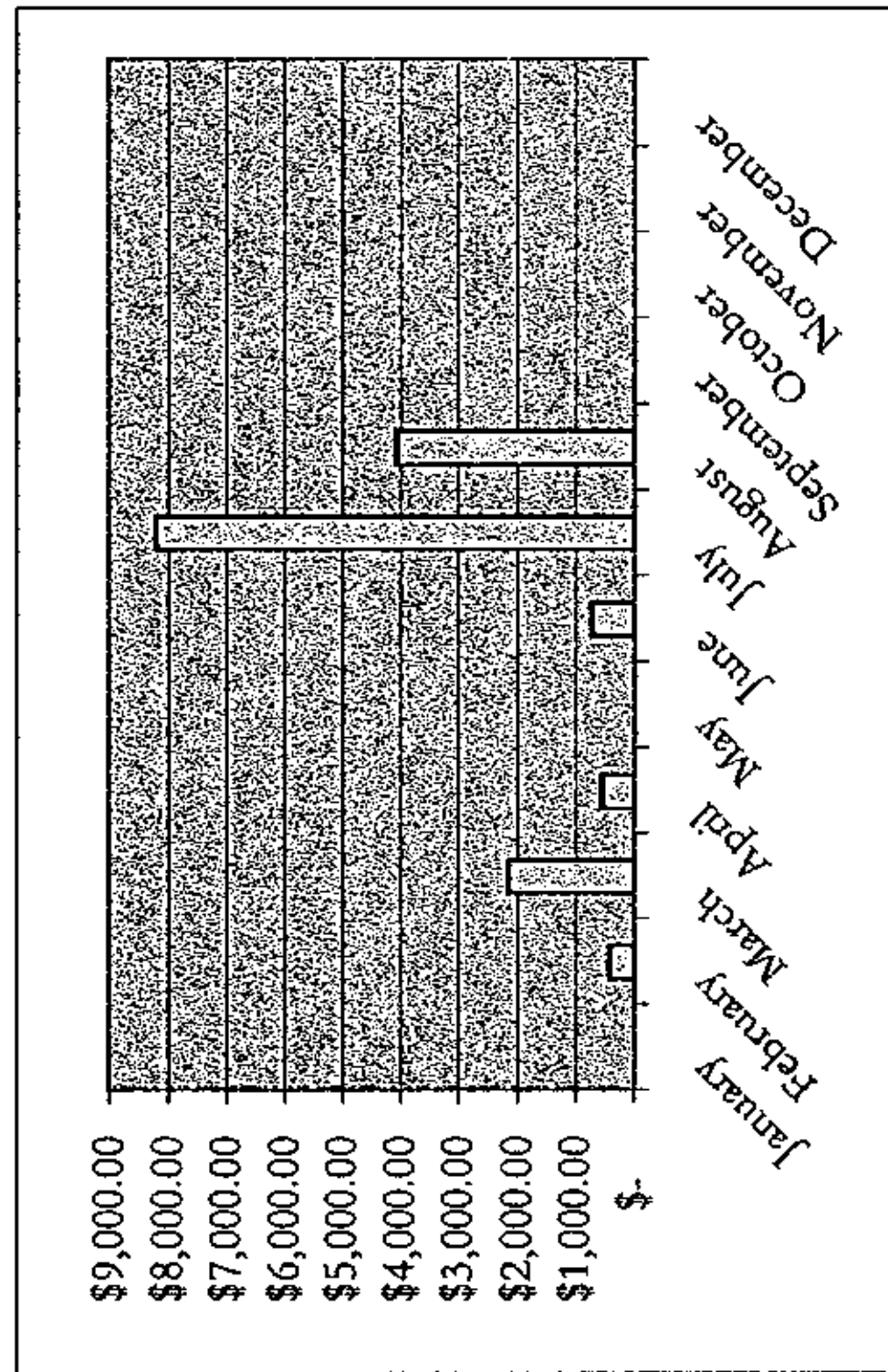


2006 Redevelopment Program: Summary						
Homeowner(s)	Address	Violation	Completed	Work Performed	Cost of Project	Contractor who performed work
January						
February						
Wille Franks	213 Huntsville	95.01	3/1/2006	Cut back tree limbs from roof	\$424.00	Wayne Gentry
March						
Verna Thompson	411 S. College	95.01	3/2/2006	Removed junk/debris, cut back tree limbs from roof	\$520.00	Wayne Gentry
James & Lynette Kealy	512 College	95.01	3/7/2006	Removed unsafe garage, removed junk/debris	\$1,486.00	Wayne Gentry
Kathryn Dowell	1049 Emily Cr.	95.01	3/7/2006	Mowed grass	\$150.00	Wayne Gentry
April						
Betty Hutchens	2720 S. Haddon	95.01	4/3/2006	Removed junk/debris	\$216.70	Wayne Gentry
Dale Oxford	822 College	95.01	4/18/2006	Removed junk/debris	\$343.70	Wayne Gentry
May						
June						
City of Fayetteville	3 E 4th	173.08	6/8/2006	Boarded unsecure structure	\$741.32	
July						
Lois & John Mortenson	130 W. 6th	95.01	7/6/2006	Removed of junk/debris, cut back trees from roof	\$5,052.49	Wayne Gentry
Housing Authority	Lewis Plaza Apts.	N/A	7/11/2006	Removed playground equipment	\$350.00	Wayne Gentry
Pedro & Maria Mendez	285 E. Center	95.01	7/25/2006	Cut back tree limbs from roof	\$2,800.00	Wayne Gentry
August						
Janet Davis	1006 Wood	95.01	8/8/2006	Removed junk/debris	\$40.00	Wayne Gentry
Rogelio & Barbara Gaytan	402 Willow	95.01	8/9/2006	Removed junk/debris	\$40.00	Wayne Gentry
Vinie Guist	919 Berry		8/22/2006	Removed tree	\$4,000.00	Wayne Gentry
Vinie Guist	919 Berry	95.01	8/29/2006	Removed junk/debris		Wayne Gentry
Total Funds Spent					\$16,164.21	



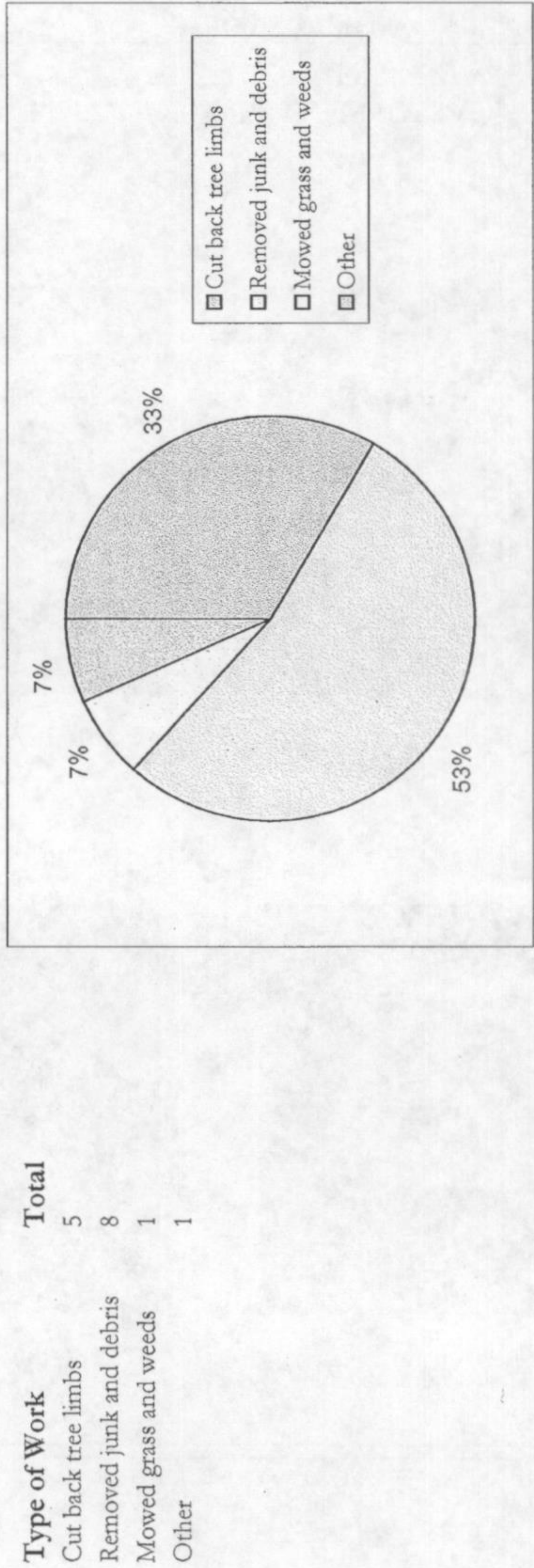
2006 Redevelopment Program: Total Spent

Month	Total Spent
January	\$ -
February	\$ 424.00
March	\$ 2,156.00
April	\$ 560.40
May	\$ -
June	\$ 741.32
July	\$ 8,202.49
August	\$ 4,080.00
September	
October	
November	
December	





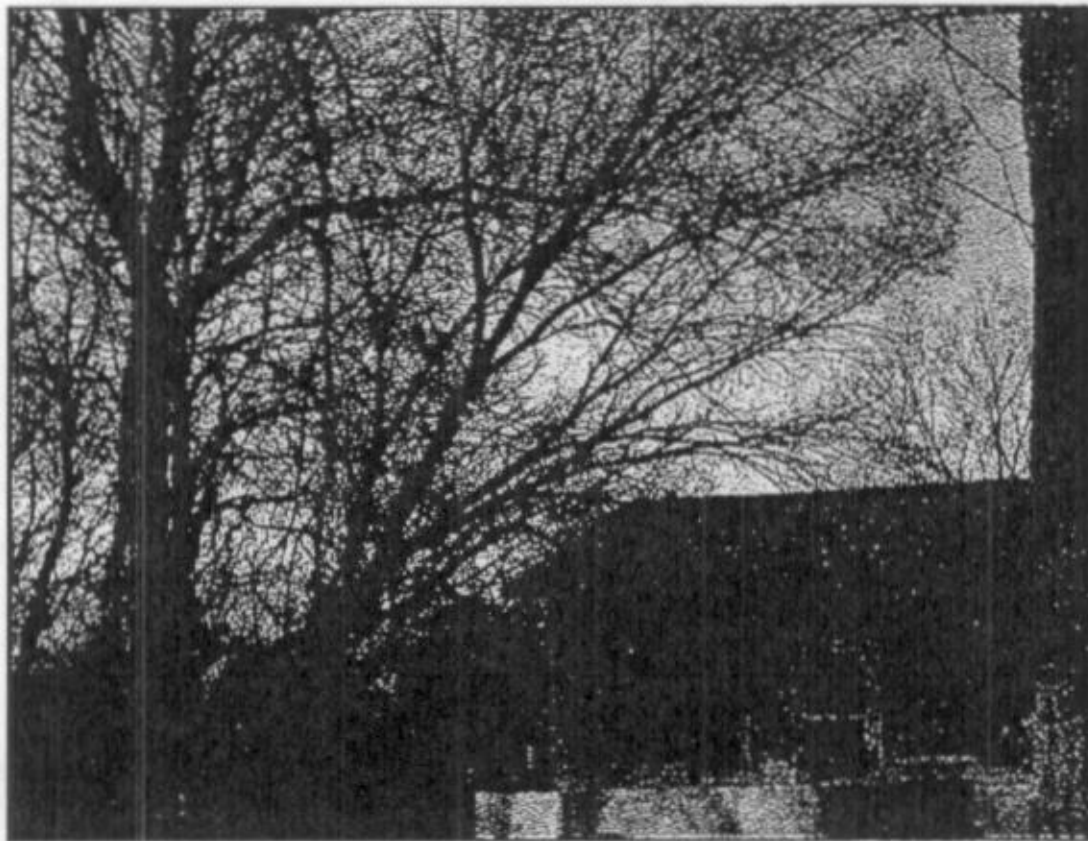
2006 Redevelopment Program: Work Performed





COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

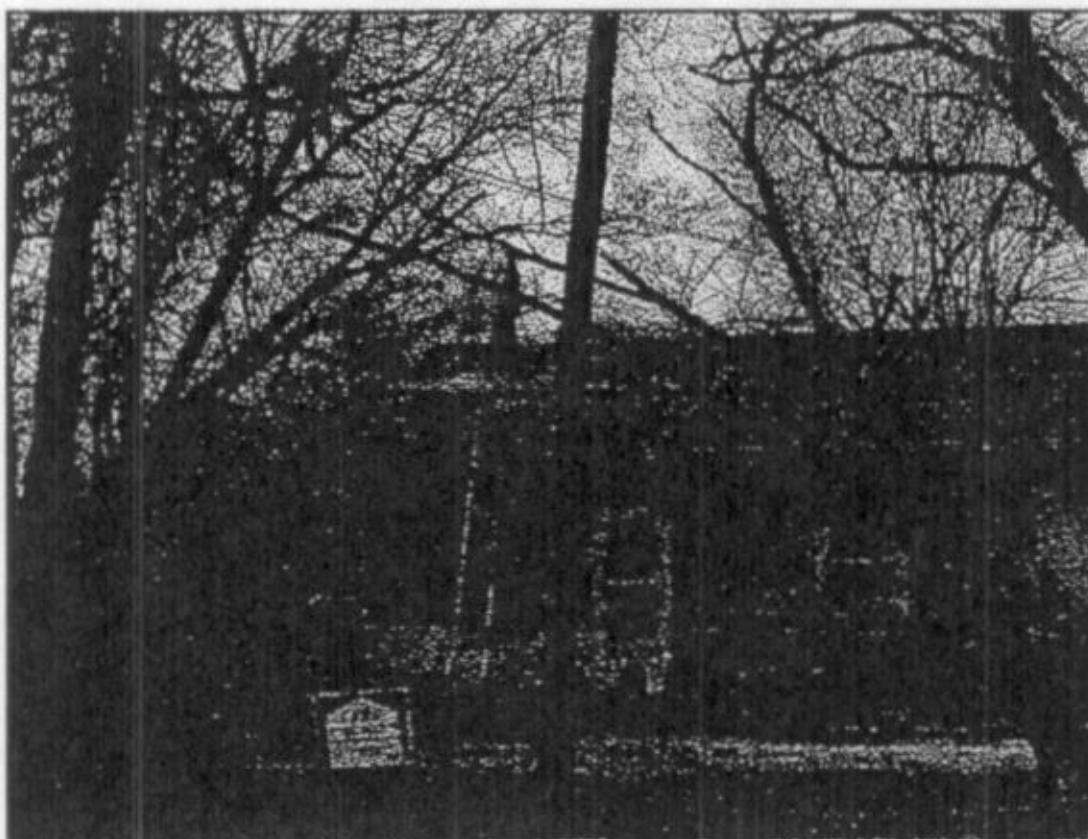
REDEVELOPMENT PROJECT: 213 Huntsville



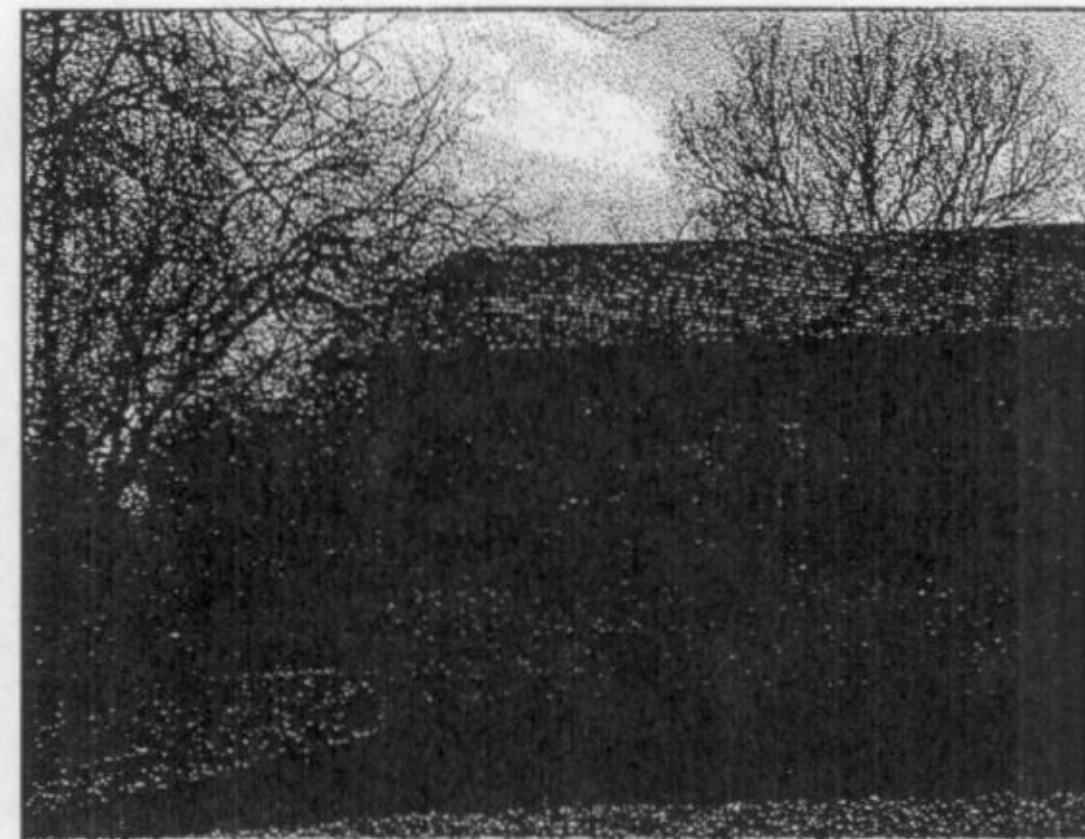
Before Redevelopment Program



After Redevelopment Program



Before Redevelopment Program



After Redevelopment Program

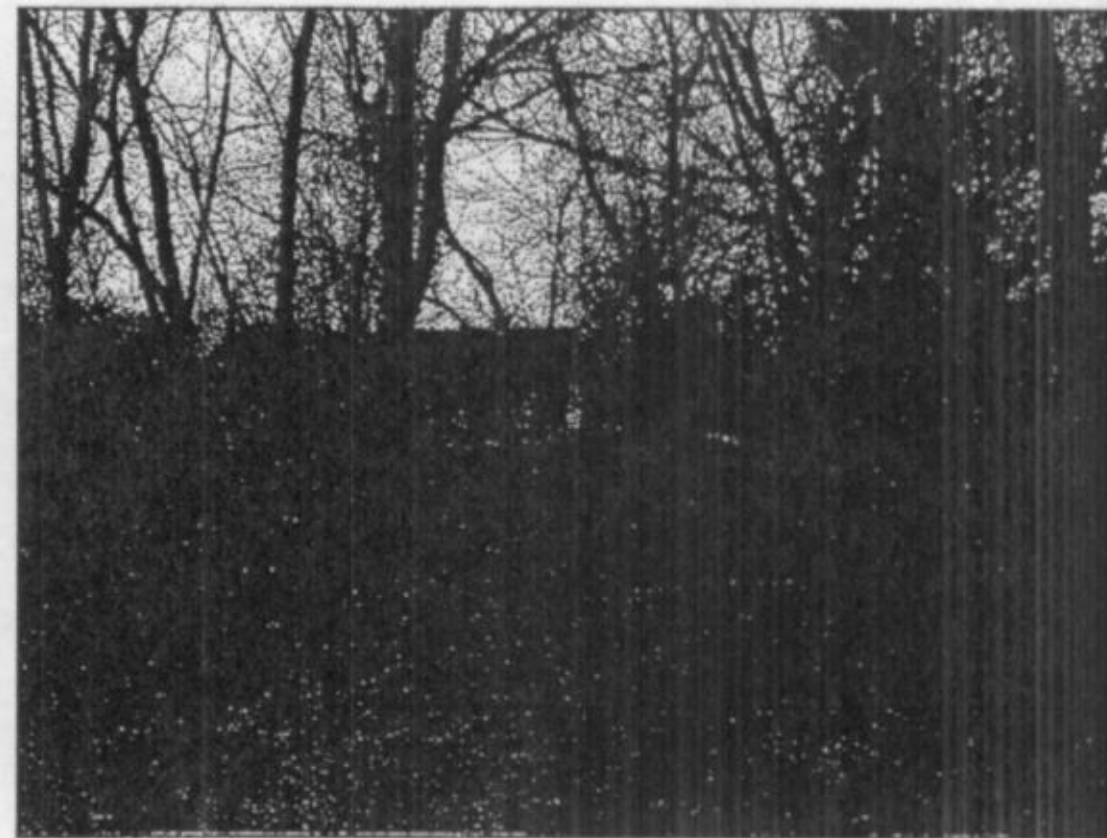


COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

REDEVELOPMENT PROJECT: 512 S. College



Before Redevelopment Program



After Redevelopment Program



Before Redevelopment Program

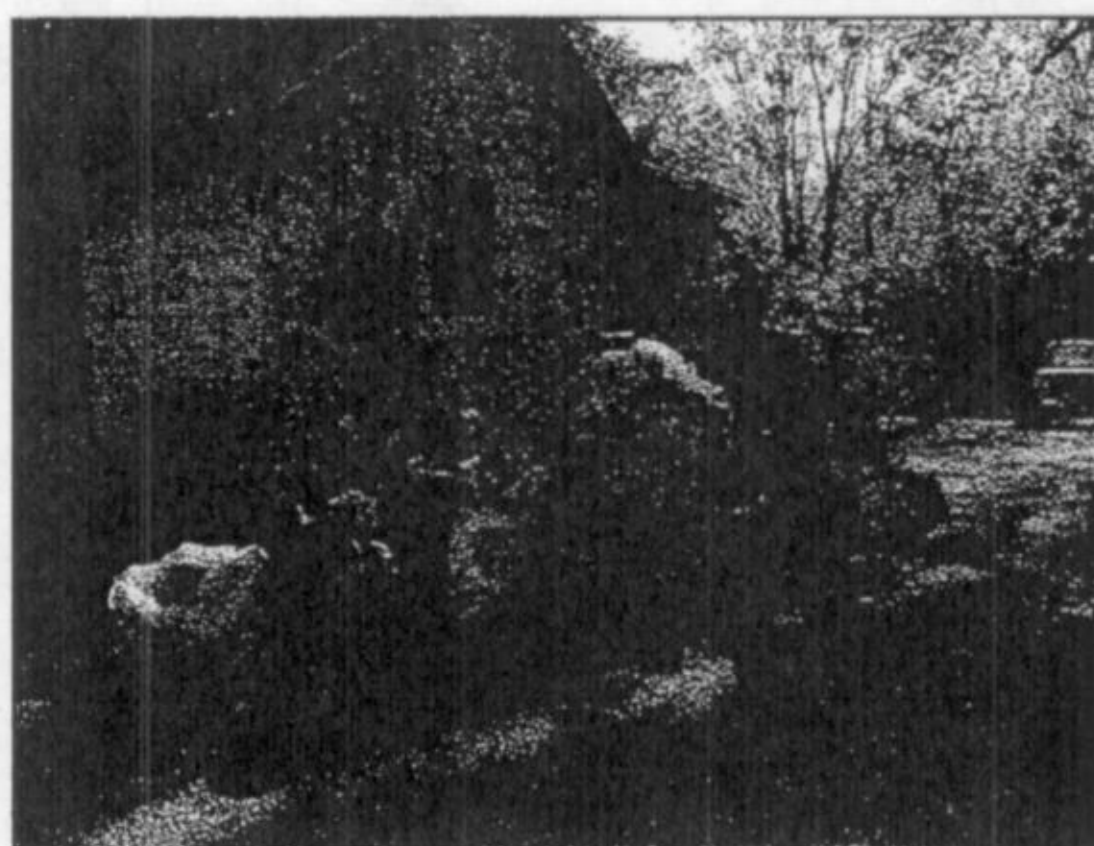


After Redevelopment Program



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

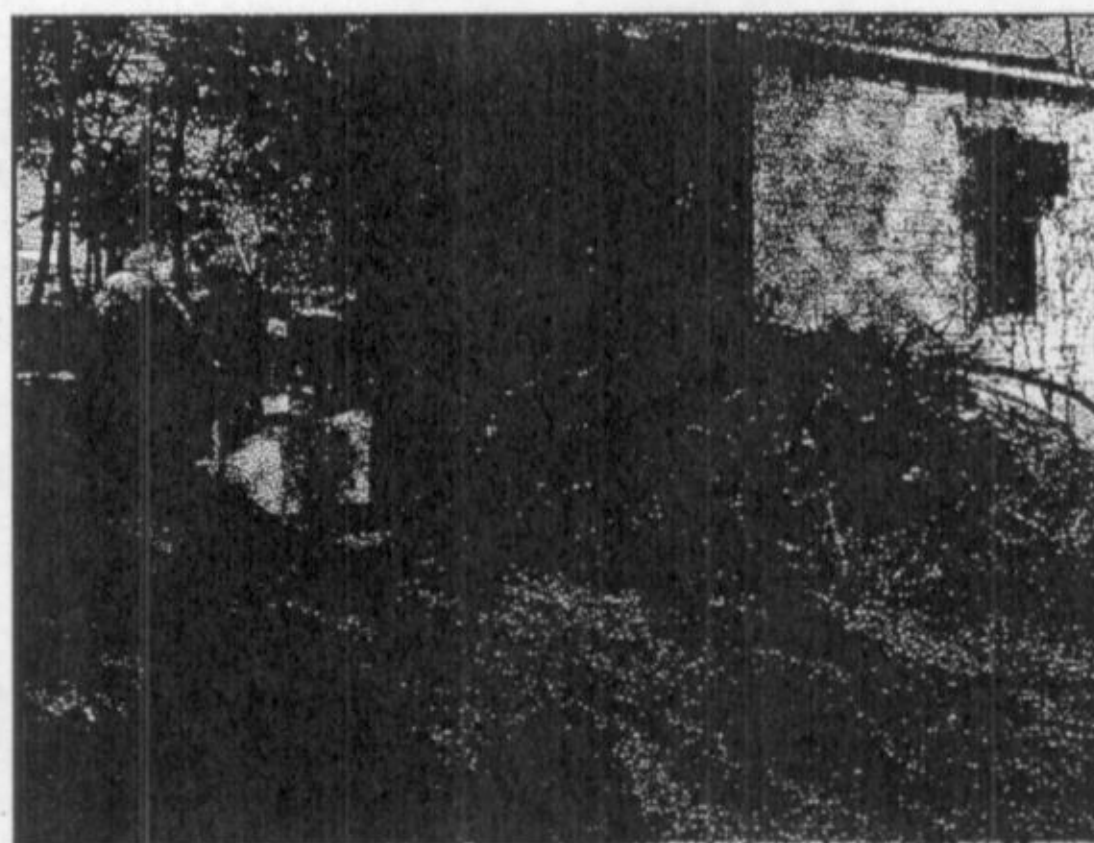
REDEVELOPMENT PROJECT: 822 S. College



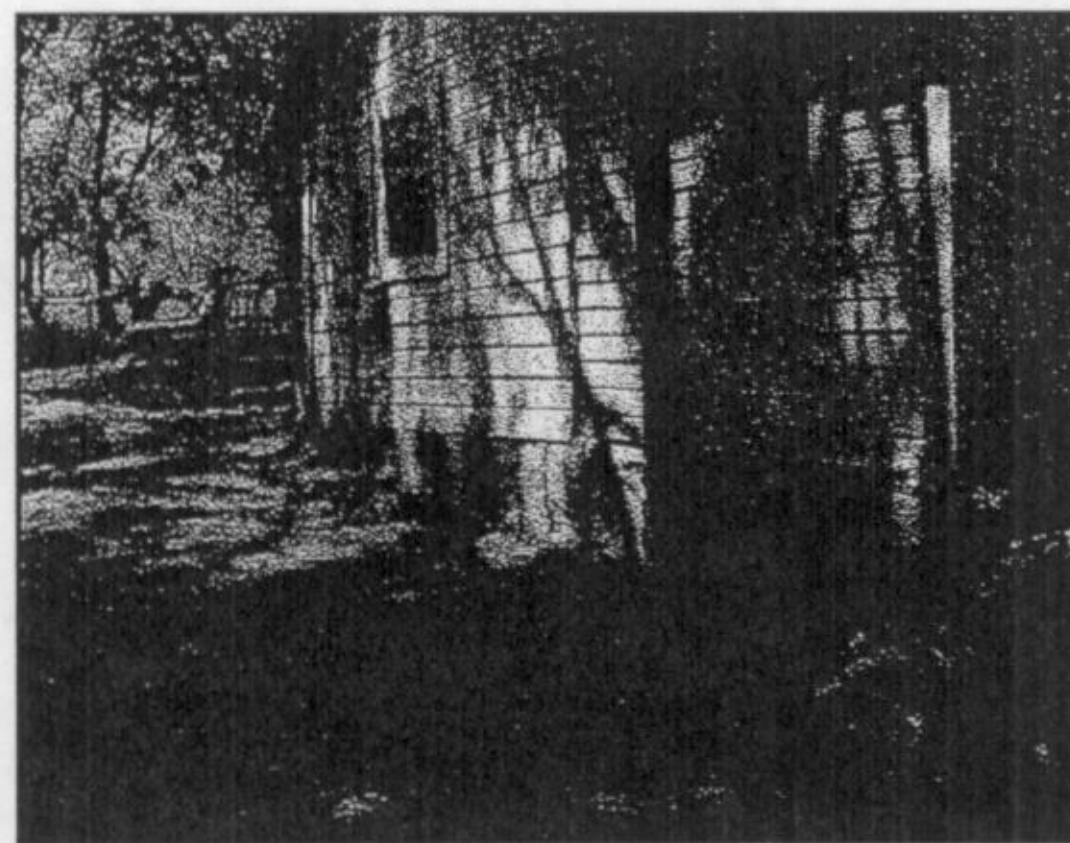
Before Redevelopment Program



After Redevelopment Program



Before Redevelopment Program

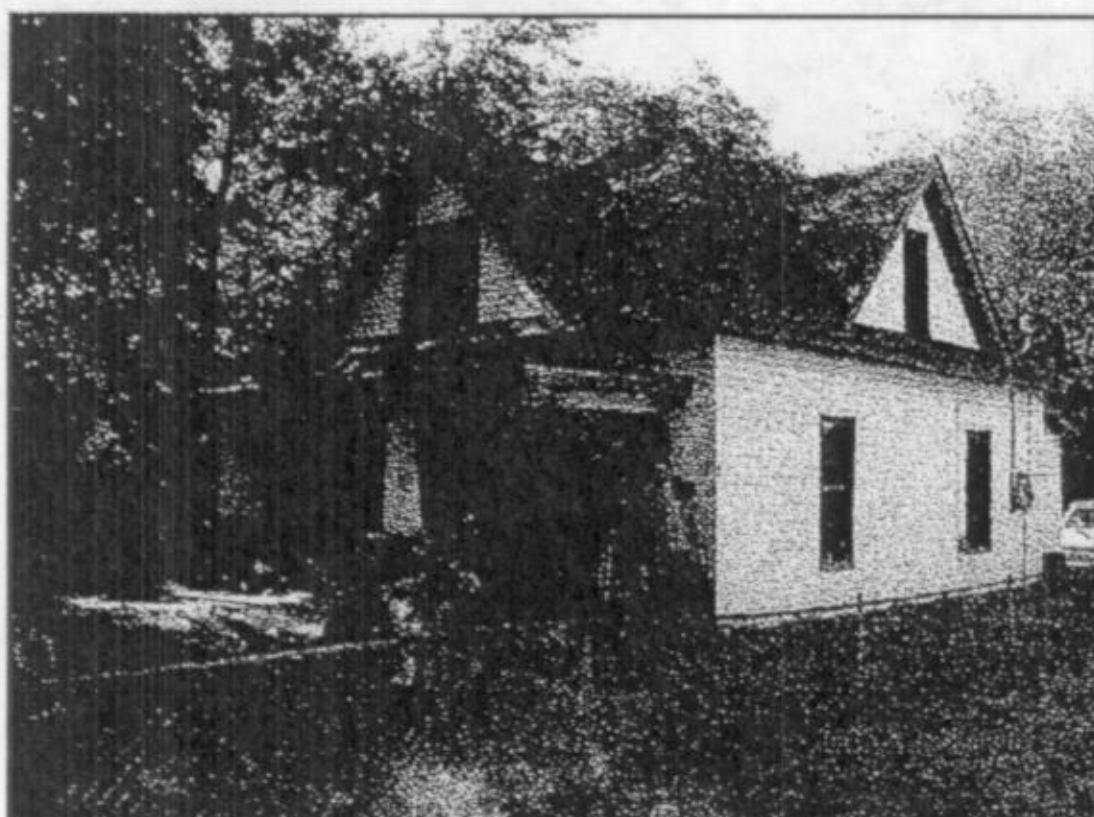


After Redevelopment Program

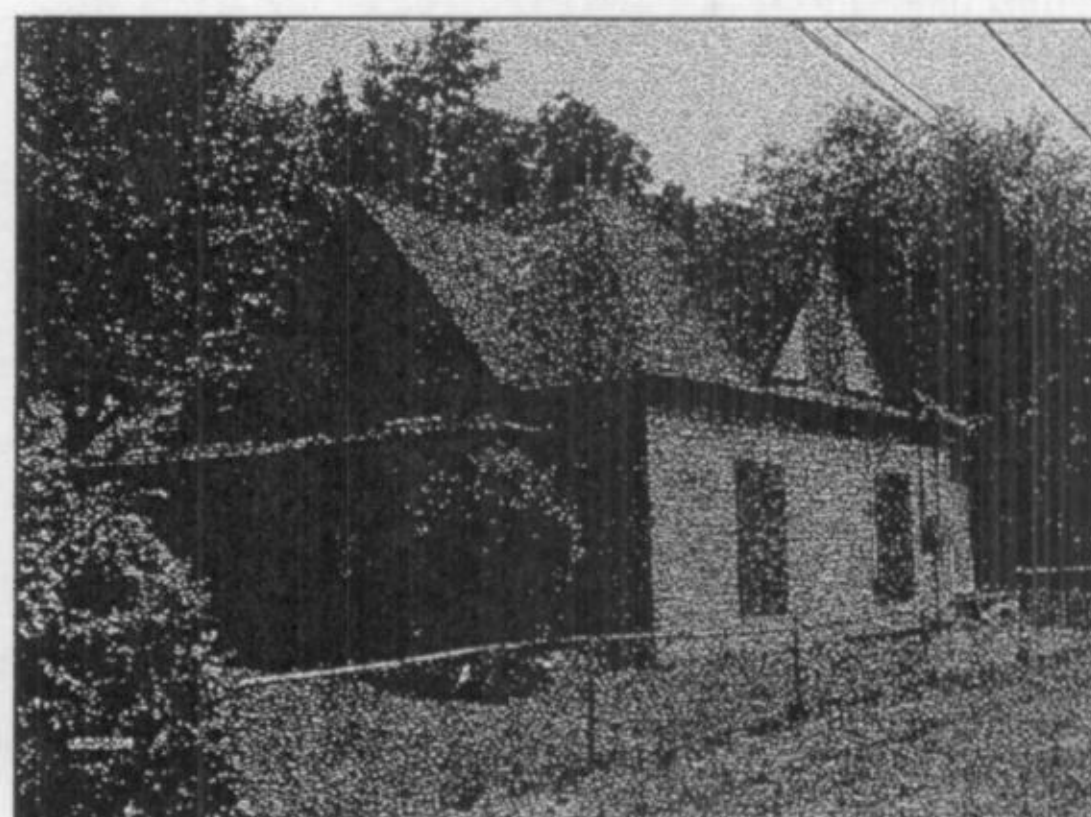


COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

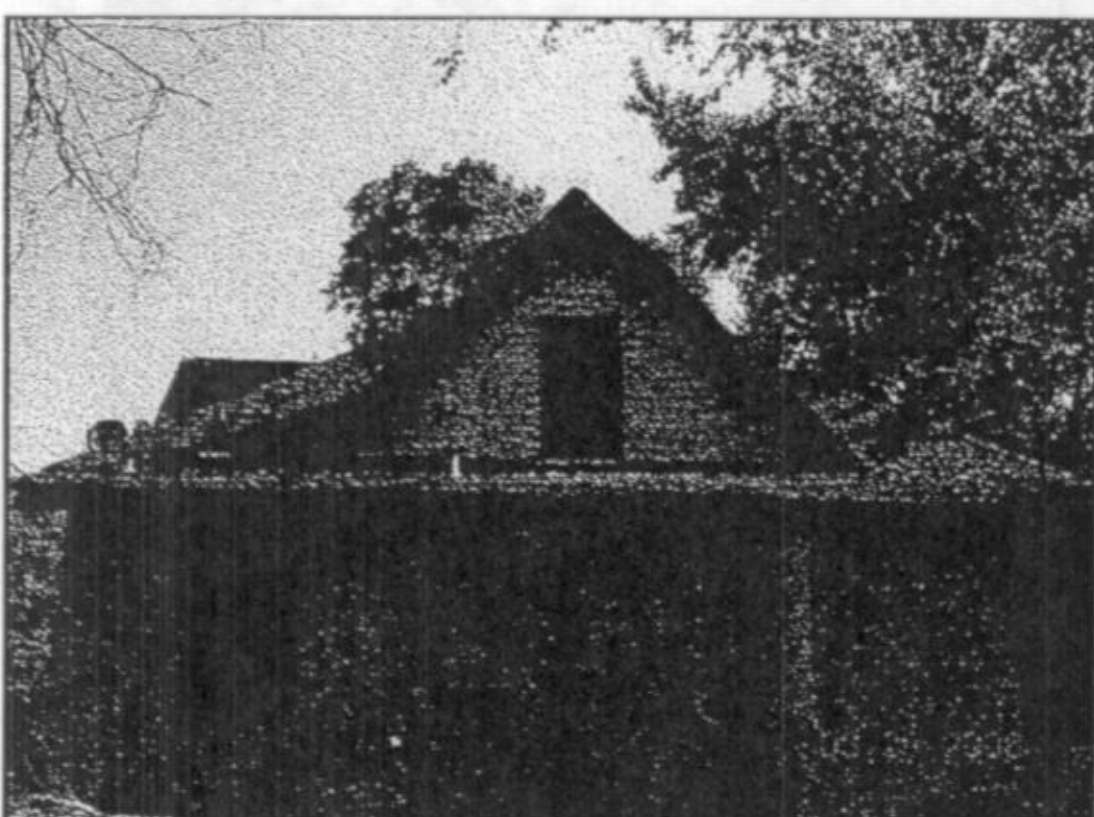
REDEVELOPMENT PROJECT: 3 E 4th



Before Redevelopment Program



After Redevelopment Program



Before Redevelopment Program



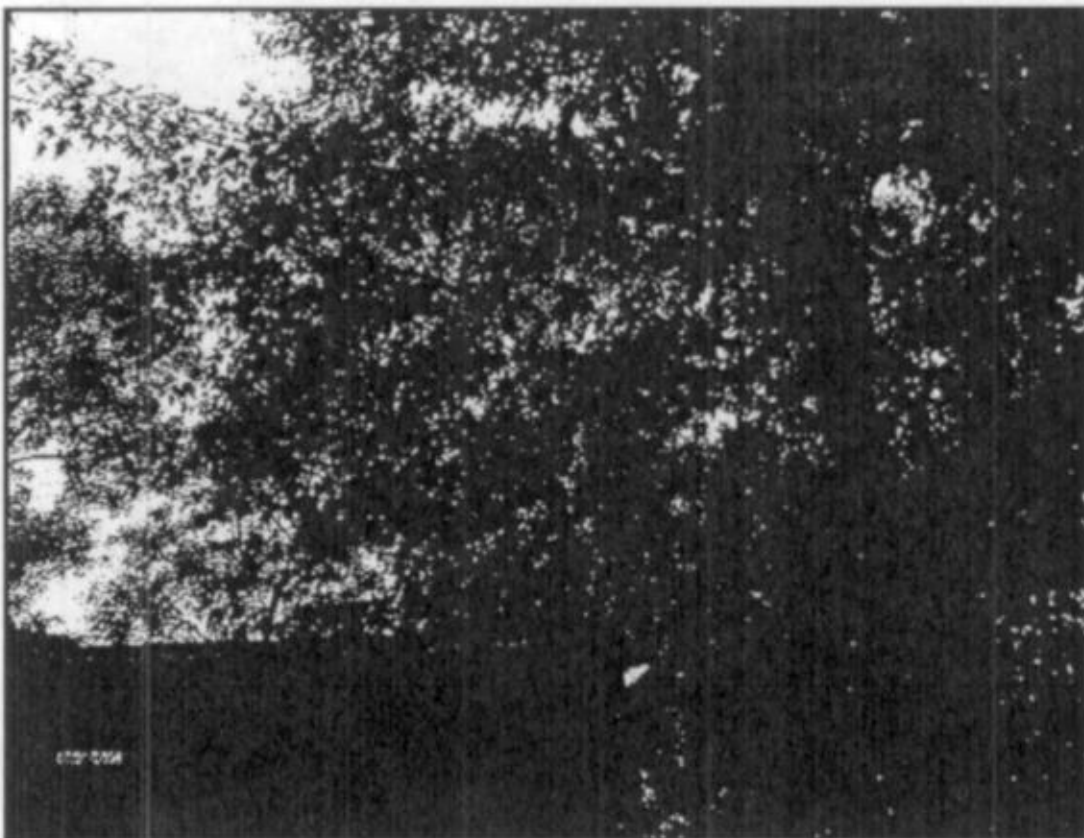
After Redevelopment Program

"HELPING TO BUILD A BETTER COMMUNITY"
COMMUNITY RESOURCES DIVISION



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

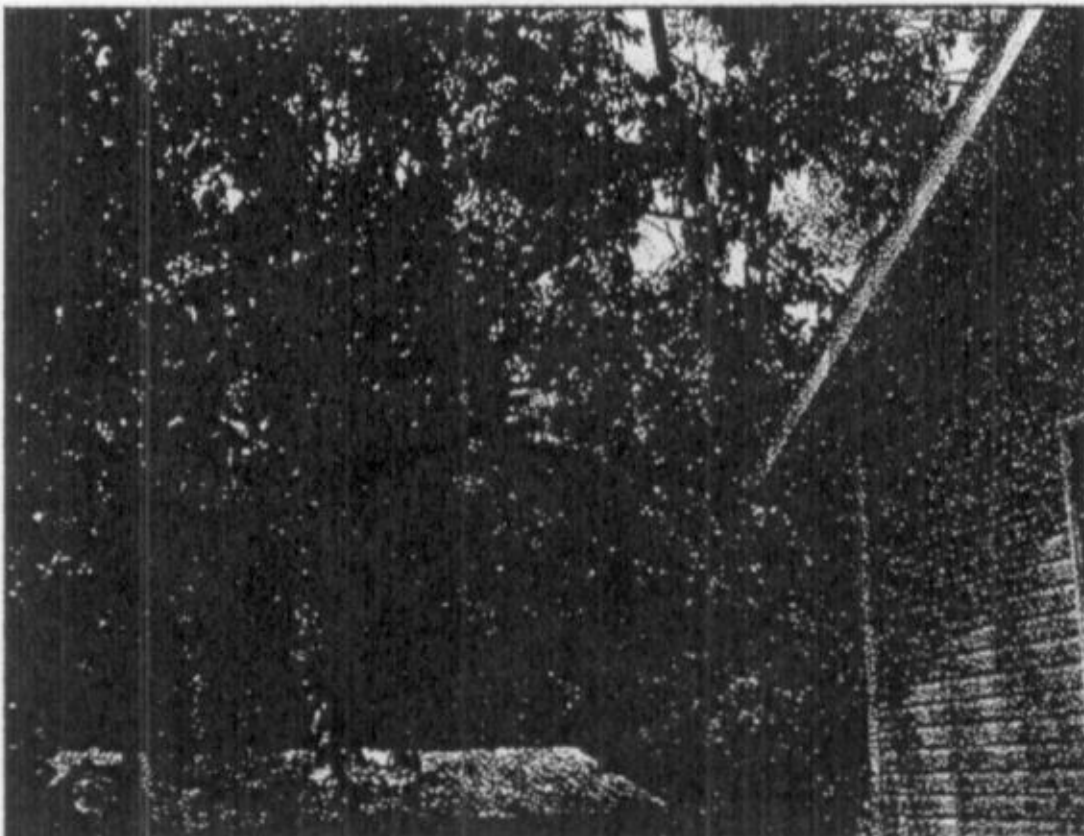
REDEVELOPMENT PROJECT: 285 Center



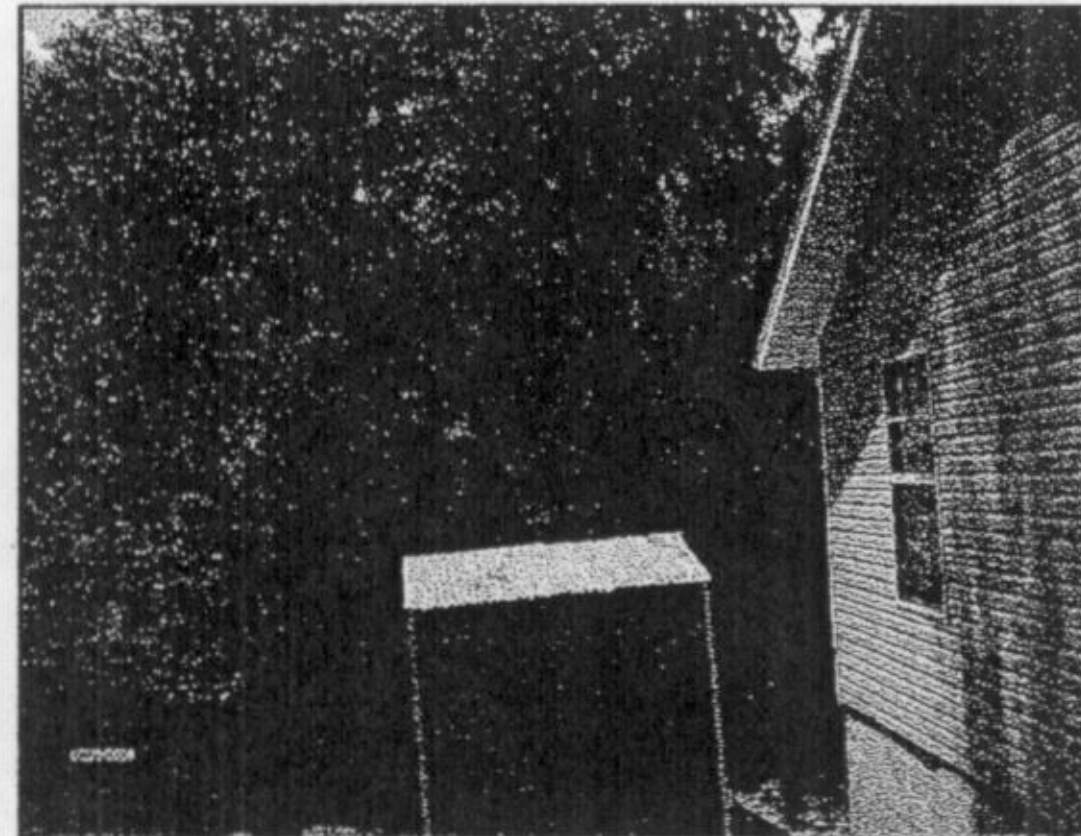
Before Redevelopment Program



After Redevelopment Program



Before Redevelopment Program

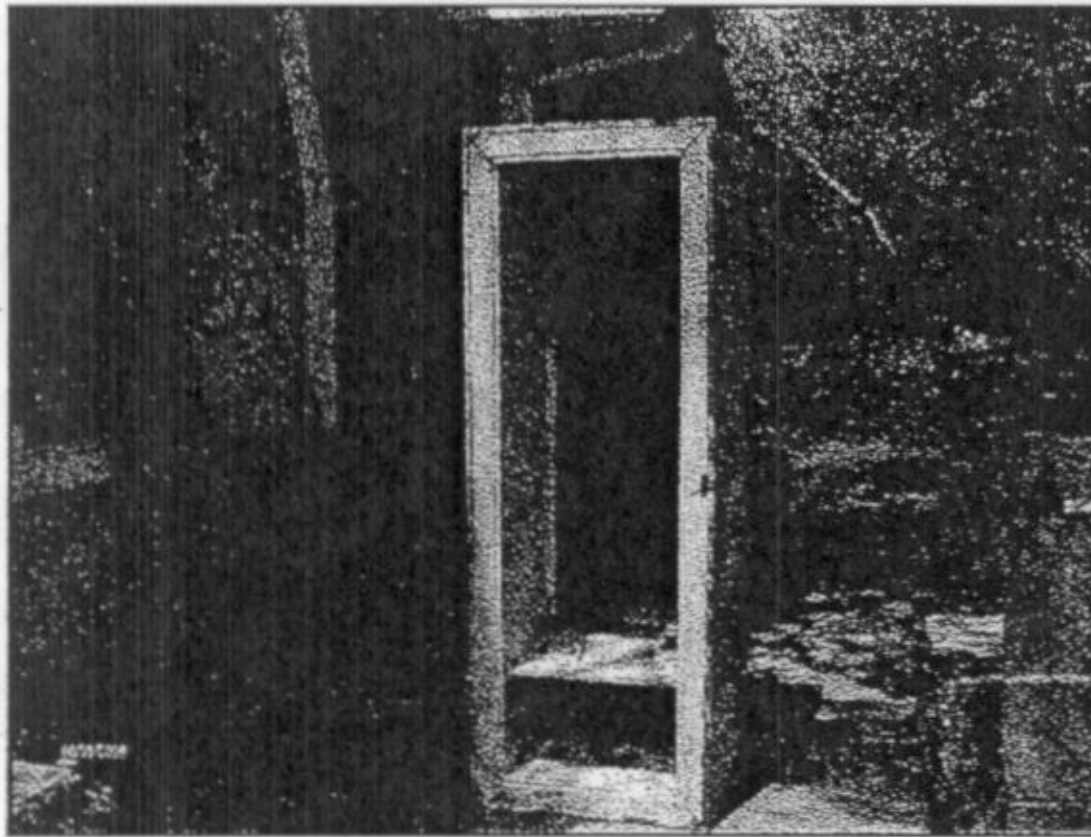


After Redevelopment Program



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

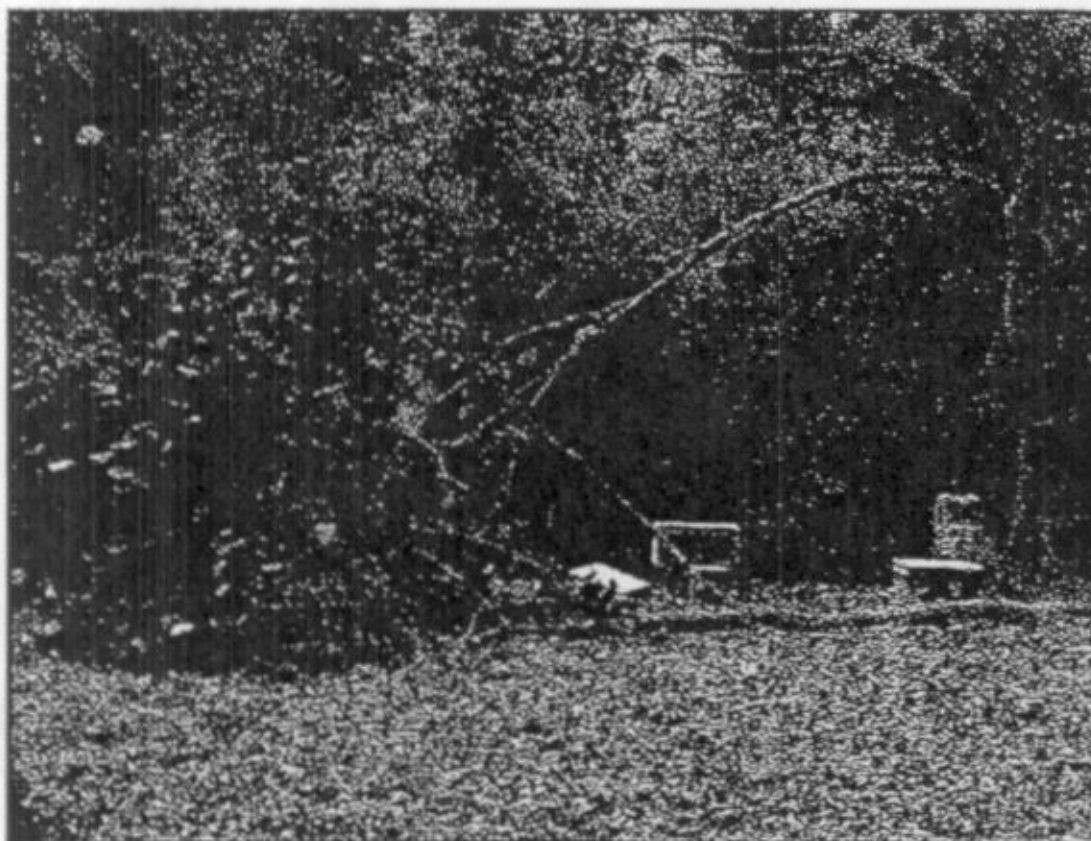
REDEVELOPMENT PROJECT: 1005 Wood Ave.



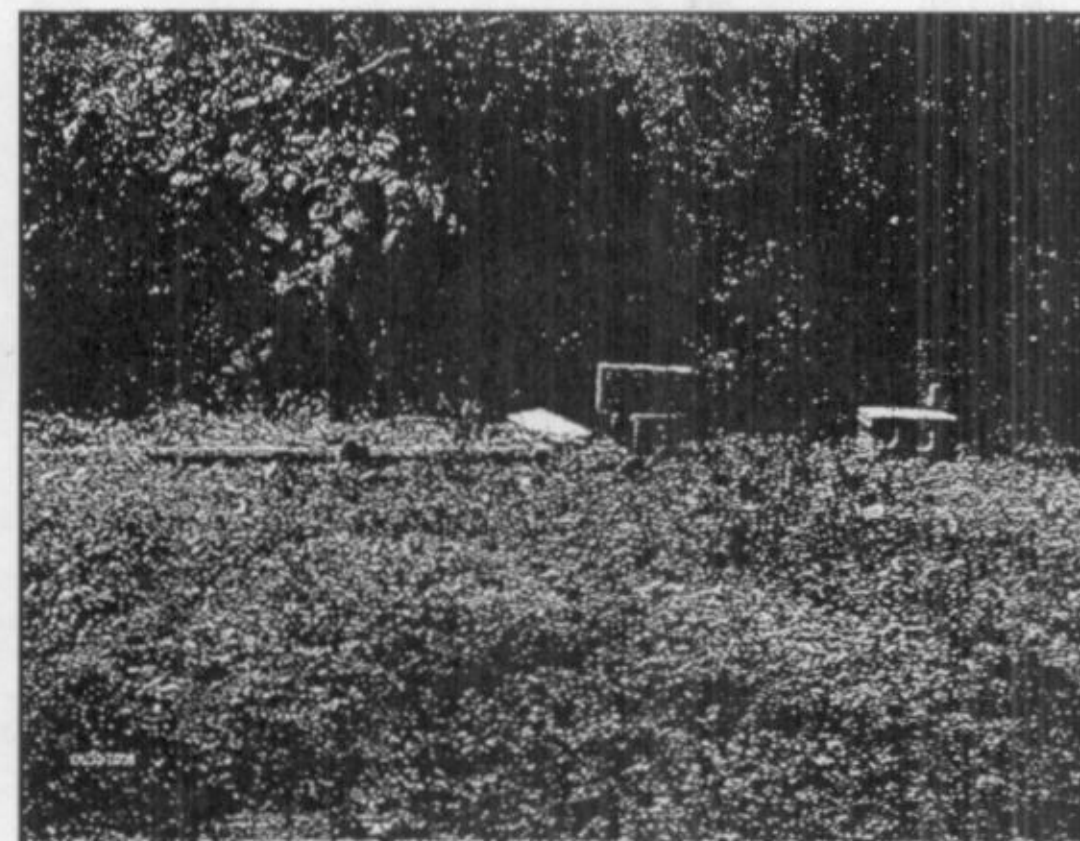
Before Redevelopment Program



After Redevelopment Program



Before Redevelopment Program



After Redevelopment Program

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

A. 7
Northwest Arkansas Housing Coalition
Ten-Year Plan to Reduce Homelessness
Page 1 of 8

19-Sep-06

City Council Meeting Date

Yolanda Fields

Submitted By

Community Resources

Division

Operations

Department

Action Required:

Approval of Resolution supporting the development of the NWAHC Ten-Year Plan.

Cost of this request

Account Number

Project Number

Category/Project Budget

Funds Used to Date

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Finance and Internal Service Director

Date

Mayor

Date

Received in City Clerk's Office

ENTERED

8/30/06

Received in Mayor's Office

ENTERED

9-1-06

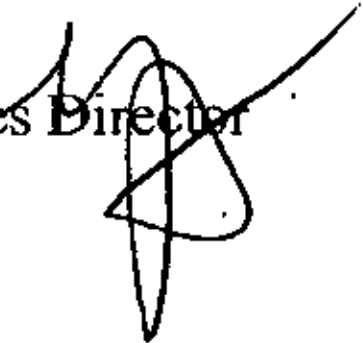
BRP

Staff recommends approval of Resolution.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Yolanda Fields, Community Resources Director 

Date: August 29, 2006

Subject: Resolution supporting the development of a Ten-Year Plan to Reduce Homelessness in NWA

RECOMMENDATION

Staff recommends approval of a resolution supporting the creation of the Northwest Housing Coalition Ten-Year Plan to Reduce Homelessness in NWA

BACKGROUND

In 1993 then President Clinton directed the Interagency Council on the Homeless to develop a Federal plan to address homelessness. The Continuum of Care concept was put forth, this concept combines prevention, outreach, assessment, emergency shelter, and transitional and permanent housing with necessary services such as job training, child care, substances abuse treatment, and mental health services. The Department of Health and Urban Development's (HUD) implementation of the Continuum of Care is designed to encourage localities to develop a coordinated, comprehensive, long-term approach to homelessness. A coalition of agencies and community join to form an advocacy group and forum for sharing ideas, identifying gaps, conducting community-wide planning and implementation. The Northwest Arkansas Housing Coalition (NWAHC) was formed to gather organizations' resources for the purpose of addressing the increasing homeless population in Northwest Arkansas. The Coalition's mission is to "Create a seamless system in Northwest Arkansas to stabilize the lives of homeless and near homeless people, and to develop, with existing organizations, a continuum of services that includes housing, physical and mental health, employment, education, transportation, and other basic needs." During the past three years, NWAHC has applied for and distributed \$1.5 million dollars of HUD Continuum of Care funds to homeless service providers in Northwest Arkansas.

DISCUSSION

The United States Interagency Council supports and encourages the development of local 10-Year Plans to end chronic homelessness. Inspired by the President's call to action, over 200 communities across the country, 49 states, and three territories have committed to planning initiatives in the last two years. As a result, new people, ideas and resources are beginning to emerge. The City of Fayetteville would join in the support of the development of the Northwest Arkansas Housing Ten-Year Plan to Reduce Homelessness.

BUDGET IMPACT

None

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE DEVELOPMENT OF THE
NORTHWEST ARKANSAS HOUSING COALITION TEN-YEAR
PLAN TO REDUCE HOMELESSNESS.**

WHEREAS, the mission of the United States Interagency Council on Homelessness is to develop and implement a comprehensive national approach to reduce homelessness in the United States through interagency, intergovernmental and intercommunity collaboration; and,

WHEREAS, the Interagency Council promotes:

- the reduction of homelessness within ten years;
- prevention and intervention with results-oriented approaches;
- innovation driven by data and research, leading to performance-based outcomes;
- accessing mainstream resources to benefit homeless persons and families; and,

WHEREAS, the United States Conference of Mayors, National Association of Counties, National League of Cities, National Governors Association, the United Way, U. S. Chamber of Commerce, and the International Downtown Association have each unanimously passed Resolutions endorsing community plans to reduce homelessness.

**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 tasks the Planning and Program Development Director, in conjunction with the Northwest Arkansas Housing Coalition Ten-Year Planning Committee, to coordinate a public planning process to develop a Plan to Reduce Homelessness, and to periodically report on the progress of said planning process to the City Council. Upon completion, the Plan shall be submitted to the City Council of the City of Fayetteville for review and approval.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



Northwest Arkansas Housing Coalition

August 22, 2006

RE: Plan to Reduce Homelessness in Northwest Arkansas

Yes!

TO: Susan

Dear Mayor Coody,

Attached is a proposal from the Northwest Arkansas Housing Coalition Ten-Year Planning Committee requesting your support of a Ten-Year Plan to Reduce Homelessness in Northwest Arkansas. Your support will help ensure that the completed Plan will be successfully implemented.

If you are interested in supporting the creation or implementation of the Ten-Year Plan to Reduce Homelessness in Northwest Arkansas please:

- Respond to Danielle Semsrott at (479) 271-6826, dsemsrott@bentonvillear.com by September 4, 2006.
- Adopt a Resolution supporting the Plan (Resolution template attached).

The Committee respectfully thanks you for taking the time to read the attached proposal and your consideration in supporting our efforts in creating a 10-Year Plan to Reduce Homelessness in Northwest Arkansas.

Sincerely,

Danielle Semsrott

Danielle Semsrott, Committee Chair

Planning Committee Members:

Danielle Semsrott, City of Bentonville Community Development
Yolanda Fields, CGFM, City of Fayetteville Community Resources Director
Kevin Fitzpatrick, Ph.D., Professor and Jones Chair, Department of Sociology and Criminal Justice, University of Arkansas
William Goliff, Board member, Habitat for Humanity and Rebuilding Together
Kimberly Gross, Consultant
Shikkiah Jordan, Peace at Home Family Shelter
Janet Richardson, Fayetteville Housing Authority Board of Commissioners



Date: August 21, 2006

RE: Plan to Reduce Homelessness in Northwest Arkansas

Dear Mayor Coody,

In 2001, President George W. Bush and his administration declared ending chronic homelessness throughout the United States within ten years a top priority. The President's initial step was to reactivate the United States Interagency Council on Homelessness (USICH), which had been dormant for a number of years. Congress established the USICH in 1987 with the passage of the Stewart B. McKinney Homeless Assistance Act. The USICH coordinates the activities of eighteen Federal agencies that are currently involved in assisting the homeless. In response, numerous jurisdictions throughout the Country have made steps towards the President's stated goal by creating *Plans to End Homelessness*.

According to the USICH homelessness is a condition not unique to any one geographic area but across the nation and increasingly so within Northwest Arkansas (NWA). The homeless population consumes a large amount of costly resources, is in great need of special assistance and special services, and is a finite problem that can be solved. The NorthWest Arkansas Housing Coalition (NWAHC) is taking the first steps to create a Plan to Reduce Homelessness in NWA.

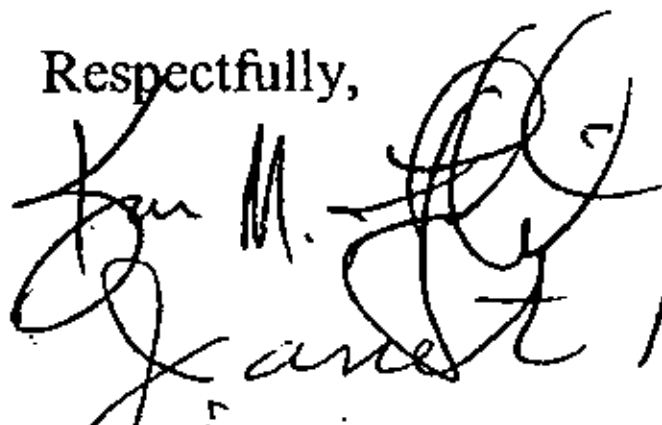
In NWA, like many regions around the country, homelessness continues to be a significant social problem that is not going away. Homelessness is first and foremost the result of a housing market crisis. Most notably, the supply of affordable housing for low income families fails to match the demand. Additionally, wages and benefits for the working poor fail to keep pace with the cost of housing and other critical services. Thus, even in the midst of a booming NWA economy, the lowest income groups lose ground. Most homeless programs do a good job of helping the region manage the homeless problem but not solve it. Due to a dramatic population surge, lack of public transportation, and the lack of affordable housing, NWA is particularly vulnerable to experience both short and long-term ramifications to its homeless population.

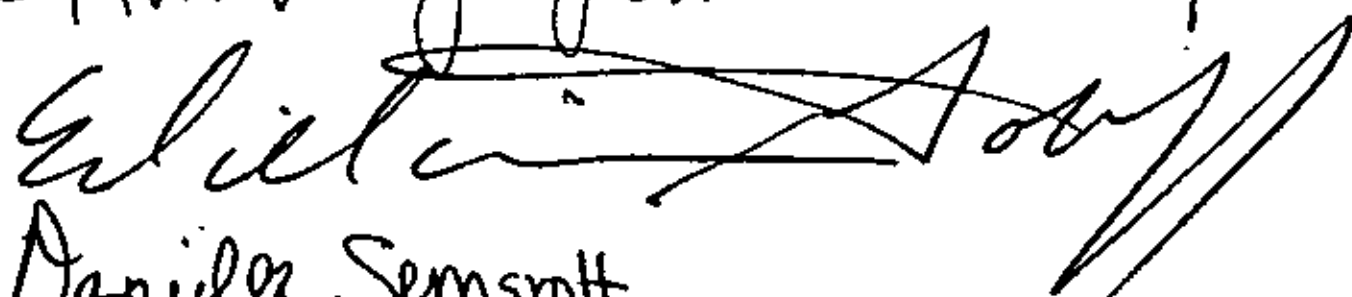
At the time of the January 2006 NWAHC Homeless Survey over half of the homeless population in NWA were staying in emergency shelters or on the streets; the survey indicated their average length of being homeless is two years. This does not characterize a population that is having their needs met or shrinking in size—yet over 60% are working in full or part-time jobs and over half of the sampled homeless have a high school education or more. While divorce, substance abuse, and mental and physical health continue to be primary circumstances behind homelessness, the inability to pay rent leading to eviction, and affordable housing continue to be important factors contributing to homelessness.

Your strong commitment, support, and involvement are critical to the success of this Plan. It is the hopes of the Planning Committee that you will embrace the Plan and approve a Resolution endorsing it by your respective Jurisdiction's Council.

For additional information concerning Homelessness within NWA please contact Kimberly Gross at Kimberly@touchstoneservices.net. For additional information concerning the planning process please contact Danielle Semsrott at (479) 271-6826 or dsemsrott@bentonvillear.com

Respectfully,


Janet Richardson

Kimberly Gross

Danielle Semsrott

Plan to Reduce Homelessness in Northwest Arkansas Committee

The NWACH was created to gather organizations' resources for the purpose of addressing an increasing homeless population in NWA. The Coalitions' mission is to "Create a seamless system in Northwest Arkansas to stabilize the lives of homeless and near homeless people, and to develop, with existing organizations, a continuum of services that includes housing, physical and mental health, employment, education, transportation, and other basic needs". During the past three years, the Coalition has applied for and distributed \$1,528,413 of grant monies to homeless service providers in NWA.

City of Fayetteville
Staff Review Form

A. 8
Animal Services Building Contract
Page 1 of 6

19
9/12/2006

City Council Meeting Date

Coy Hurd

Submitted By

Building Services

Division

Operations

Department

Action Required:

Actions required include the City Council's acceptance of the low bid for the reroofing of the Animal Services Building and authorizing a contingency fund, and for the Mayor to sign the attached contract. The contract will be in the amount of \$43,817, and, the contingency fund will be \$4,382 (for a total of \$48,199).

\$48,199

Cost of this request

\$

400,497.00

Category / Project Budget

Building Improvement

Program Category / Project Name

4470-9470-5315.00

Account Number

\$

228,734.28

Funds Used to Date

Other Improvements

Program / Project Category Name

02046

Project Number

\$

171,762.72

Remaining Balance

Sales Tax Capital

Fund Name

Budgeted Item

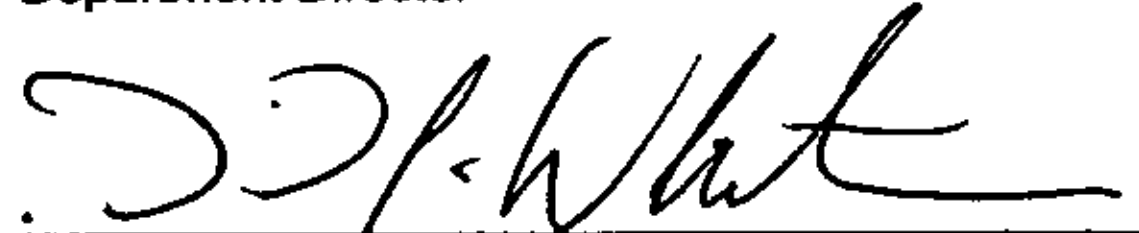
XX

Budget Adjustment Attached

 8.30.06
Department Director Date

Previous Ordinance or Resolution #

Original Contract Date:

 8/31/06
City Attorney Date

Original Contract Number:

 9-1-06
Finance and Internal Service Director Date

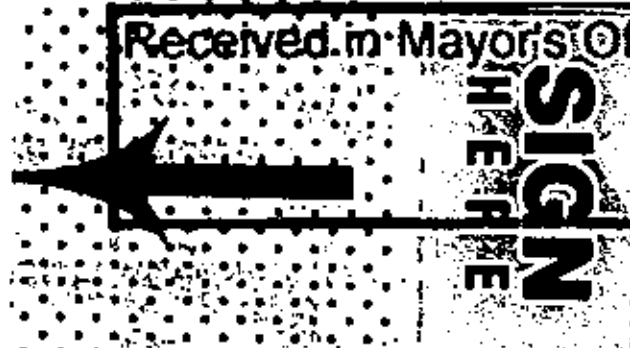
Received in City Clerk's Office



Mayor

Date

Received in Mayor's Office



Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

A. 8
Animal Services Building Contract
Page 2 of 6

DEPARTMENTAL CORRESPONDENCE

MEMORANDUM

TO: Mayor Dan Coody and the Fayetteville City Council

THROUGH: Gary Dumas, Operations Director 

FROM: Coy Hurd, Project Manager 

DATE: September 1, 2006

SUBJECT: Recent bid regarding the reroof of the Animal Services Building

Recommendation:

Staff recommends that the City Council accept the low bid of the Roberts McNutt Company (\$43,817), and authorize a ten percent contingency fund (\$4,382); the total monetary request for the above mentioned project is then \$48,199. Staff further requests that the Mayor sign the attached contract to accomplish this work.

Background:

On August 16 bids were opened for work to be done on the City's Animal Services Building, 1640 Armstrong Road. Four bids were received from area companies. The low bid was from Roberts-McNutt, Inc, Springdale, Arkansas. Their bid was \$43,817 for the work, which consists of a complete tear-off and new installation of built-up roof for the building (approximately sixty-one squares). This price is deemed by Staff to be fair and equitable. This new roof will have a fifteen year warranty.

memo of September 1, page two

Discussion:

In the past, Roberts-McNutt, Inc. has performed good and timely work. It is important to expedite this work to prevent additional rain related issues in the building.

Budgetary Impact:

This work has been planned for this budgetary cycle and the funds were included into the budget document with it in mind. Funds for the work are presently in the Building Improvement Category. As stated, Staff is requesting a ten percent contingency fund for this project ($\$43,817 + \$4,382 = \$48,199$ total request).

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH ROBERTS-MCNUTT, INC. IN THE AMOUNT OF \$43,817.00 TO RE-ROOF THE ANIMAL SERVICES BUILDING; AND APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,832.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a Contract with Roberts-McNutt, Inc. in the amount of \$43,817.00 to re-roof the Animal Services Building. 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 Project Contingency in the amount of \$4,832.00.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

City of Fayetteville
Bid 06-53, Roof Replacement on Animal Shelter
CONTRACT

This contract executed this ____ day of _____, 2006, between the City of Fayetteville, Arkansas, and Roberts/McNutt. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Roberts/McNutt at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 06-53 as stated in Roberts/McNutt bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid #06-53, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay \$43,817.00 based on their bid proposal in an amount not to exceed \$43,817.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Roberts/McNutt consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 06-53 with the specifications and conditions typed thereon.
 - B. Roberts/McNutt bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Roberts/McNutt and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Roberts/McNutt.
5. Roberts/McNutt shall not assign its duties under the terms of this agreement.
6. Roberts/McNutt 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 Roberts/McNutt 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. Roberts/McNutt 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, Roberts/McNutt shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &

Property Damage Liability	\$1,000,000 aggregate.
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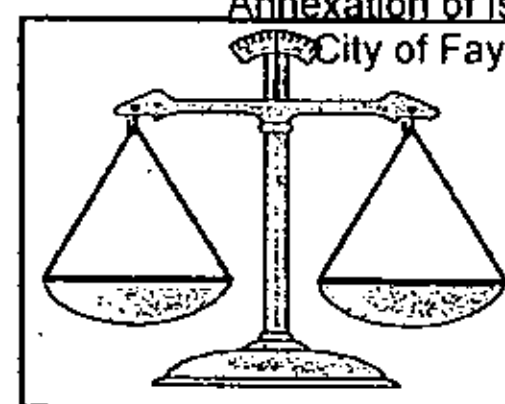
ATTEST: COMPANY SECRETARY
Juny R. Steele
 848 Old wire Rd. Springdale, AL 37276
 BUSINESS ADDRESS

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

B. 1
Annexation of Island Surrounded by the
City of Fayetteville and Farmington
Page 1 of 12

TO: Mayor Dan Coody
City Council

CC: Tim Conklin, Planning & Development Management Director

FROM: Kit Williams, City Attorney

DATE: August 23, 2006

RE: Annexation of islands surrounded by the city limits of the
City of Fayetteville and the City of Farmington

As you consider the issue of annexing various "islands" of county land totally surrounded by the incorporated city limits of Fayetteville and Farmington, you need to know some of the basic law surrounding your right to annex these properties without a vote of the citizens.

A.C.A. §14-40-501 (a)(1)(B) states:

"If the incorporated limits of two (2) or more municipalities have completely surrounded an unincorporated area, the governing body of the municipality with the greater distance of city limits adjoining the unincorporated area's perimeter may propose an ordinance calling for the annexation of the land surrounded by the municipalities."

That statute requires the ordinance "provide a legal description of the land to be annexed" which has been provided by our GIS and Planning divisions. The City must "describe generally the services extended to the area to be annexed." Please review the proposed ordinances for how those services are described.

The areas to be annexed must comply with one of five described conditions set forth in A.C.A. §14-40-302:

- (1) Platted and held for sale or use as municipal lots;
- (2) Whether platted or not, if the lands are held to be sold as suburban property;

Left on Second Reading 9/5/06
Left on First Reading 8/15/06

- (3) When the lands furnish the abode for a densely settled community or represent the actual growth of the municipality beyond its legal boundary;
- (4) When the lands are needed for any proper municipal purposes such as for the extension of needed police regulation; or
- (5) When they are valuable by reason of their adaptability for prospective municipal uses."

The Supreme Court has interpreted these five criteria fairly broadly. As clear in the statute, "the lands must meet only one of the five (criteria)." Utley v. City of Dover, 101 S.W. 3rd 191, 194 (Ark. 2003) (emphasis added); accord, Town of Houston v. Carden, 332 Ark. 340, 965 S.W. 2d 131 (1998).

"However, this Court has also made it clear that if a part of the proposed area does not meet one of the five requirements, the annexation of the entire area is void *in toto*. Id.

Therefore, we need to be certain that every part of an island we decide to annex meets one of the five criteria required by A.C.A. §14-40-302. The broad interpretation of conditions 3, 4 & 5 probably cover all parcels being considered. However, if even one parcel within an ordinance fails to meet one of those criteria, the entire annexation ordinance may be voided. Fortunately, most if not all of the property owners within the large island surrounded by Fayetteville and Farmington have asked to be annexed into Fayetteville so a suit appears unlikely.

The primary issue in annexation cases almost always revolves around land (sometimes in flood plains) being used for agricultural purposes.

"(b)(1) Contiguous lands shall not be annexed when they either:

"(A) Have a fair market value, at the time of the adoption of the ordinance, of lands used only for agricultural or horticultural purposes and the highest and best use of the lands is for agricultural or horticultural purposes." A.C.A. §14-40-302

"Before 1975 lands used for agricultural purposes could not be annexed. Act 309 of 1975 amended the law to provide that agricultural lands could not be annexed if their highest and best use is for agricultural purposes. We interpreted this amendment in Gay v. City of Springdale, *supra*, and held that the prohibition

against annexing agricultural lands is no longer absolute. The lands may be annexed if their highest and best use is for a purpose other than agriculture.” Chappell v. City of Russellville, 288 Ark. 261, 704 S.W.2d 166, 167 (1986).

The Supreme Court has found that agricultural property even in floodways can be annexed as needed for a proper municipal purpose such as the extension of needed police and fire protection. Chandler v. City of Little Rock, 351 Ark. 172, 89 S.W.3d 913 (2002). The Supreme Court held that Little Rock’s proposed use of that property as open space or park land was a higher use than agricultural use. Id.

“The fact that the land is agricultural and the owner does not want it developed does not determine its fate as to annexation. Gay v. City of Springdale, 298 Ark. 554, 769 S.W. 2d 740, 742 (1989).

“Simply because land is in a flood plain does not exclude it from consideration for annexation.” Lee v. City of Pine Bluff, 289 Ark. 204, 710 S.W.2d 205, 207 (1986).

In the Russellville case, the Supreme Court affirmed the contested annexation even though “some of the land is swampland which runs into a wooded area” Chappell v. City of Russellville, supra.

In the Gay v. City of Springdale case, the Supreme Court noted testimony that “the city has proper municipal purpose for controlling orderly growth in all four tracts; and that annexation would serve that purpose.” Both the police and fire chiefs indicated it would be easier to provide service within the more easily identifiable city limits of the new Springdale annexation. This would also be true for Fayetteville in annexing the island of unincorporated land between our city and Farmington.

The most relevant Supreme Court case to our situation is Chandler v. City of Little Rock, 351 Ark. 172, 89 S.W.3rd 913 (2002). The City of Little Rock had passed an ordinance to annex “eleven unincorporated areas or ‘islands’ surrounded by the Little Rock city limits.” 89 S.W.3rd at 914-915. The ultimate issue on appeal was the “Coleman property.”

“The Coleman family has used the property for agricultural purposes. The Coleman property is within the floodway, although a small portion of the northwest corner is designated in the floodplain.”

It is important to note that the Supreme Court placed the burden of proof upon those objecting to the annexation. 89 S.W. 3rd at 916.

The most important issue in the Little Rock case was the Coleman's assertion that "the highest and best use of the lands is for agriculture or horticultural purposes" A.C.A. §14-40-302 (b)(1)(A). This land had been used for many years as agricultural and there was much testimony presented "it would not be economically feasible to use the Coleman property for anything other than agricultural purposes." Id. "(T)he Coleman property is currently located entirely in the floodway." Id. "(P)ermanent structures cannot be built in the floodway." Id.

"Jim McClelland, a licensed engineer testifying for Appellants, stated that it would not be economically feasible to do anything with the property other than leave it as pastureland." Id. at 917-918.

Little Rock presented evidence that "the Coleman property has been included in the City's Fourche Bottoms Natural Project The Project will eventually feature nature areas, canoe rentals and hiking trails through the Coleman property." Id. However, the City admitted it "had no money to buy park property." Id.

"After hearing expert testimony from both sides, the trial court determined that the best use of the Coleman property was industrial and recreational, not agricultural." Id. at 918

Thus, even though the annexed area was being used as agricultural land and lay primarily in the floodway, the Supreme Court affirmed the Trial Court which had sustained the annexation.

CONCLUSION

The City Council is provided wide statutory authority to annex "islands" of county property completely surrounded by the city limits of Fayetteville and Farmington. Extension of needed police regulation including zoning protection is especially relevant to land totally surrounded by city limits.

Even land currently being used for agricultural purposes is likely to be legally annexable because it could probably meet the statutory test of "adaptability for prospective municipal uses: (residential development, park land and trail development)." And such prospective uses will likely be determined to be a higher and better use than agricultural or horticultural purposes.

ORDINANCE NO. _____

**AN ORDINANCE TO ANNEX INTO THE CITY OF
FAYETTEVILLE, ARKANSAS A PARCEL OF LAND
COMPLETELY SURROUNDED BY THE INCORPORATED
LIMITS OF FAYETTEVILLE AND THE CITY OF
FARMINGTON, ARKANSAS**

WHEREAS, the annexation policy of the City of Fayetteville adopted by the City Council is to annex those parcels of land which have become completely surrounded by incorporated city limits; and

WHEREAS, pursuant to A.C.A § 14-40-501 (a)(2), because the incorporated limits of Farmington and Fayetteville have completely surrounded the land described in Exhibits A & B and because Fayetteville has the greater distance of city limits adjoining the unincorporated area's perimeter, the City of Fayetteville has the statutory right to annex this land if it complies with one of the five requirements of A.C.A § 14-40-302; and

WHEREAS, after annexation into the City of Fayetteville, the inhabitants of those lands will be afforded the same services of police and fire protection and solid waste collection as current citizens of Fayetteville enjoy; and

WHEREAS, all the lands identified in Exhibit A (map) and Exhibit B (legal description) comply with at least one of the five requirements for annexation stated in A.C.A. § 14-40-302; and

WHEREAS, at the time of the adoption of this ordinance, the highest and best use of these lands is NOT for agricultural or horticultural 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 annexes into the City of Fayetteville, Arkansas the lands identified in Exhibit A (map) and Exhibit B (legal description).

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official map of the City of Fayetteville to reflect the change provided in Section 1 above.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby assigns the zoning of these lands to be RSF-1, Residential Single Family, one unit per acre.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby assigns these lands to Ward 4.

PASSED and APPROVED this the 19th day of September, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



THE CITY OF FAYETTEVILLE, ARKANSAS

August 16, 2006

**NOTICE OF
UPCOMING ANNEXATION PUBLIC HEARING**

**SEPTEMBER 5, 2006 AT 6 P.M. (CITY COUNCIL MEETING)
ROOM 219
CITY ADMINISTRATION BUILDING
113 W. MOUNTAIN STREET**

Dear Resident/Property Owner:

On August 15, 2006, the Fayetteville City Council proposed an ordinance to annex lands that are located between the City of Fayetteville and Farmington as authorized by A.C.A. § 14-40-501, which contains 405.47 acres, more or less (see exhibit A). You have been identified as a property owner within the proposed area for annexation and are being notified by certified mail about the right to appear at the public hearing on September 5, 2006 to present your views on the proposed annexation. The City Council will consider adopting the ordinance at the September 19, 2006 regularly scheduled Council meeting.

Annexing this unincorporated area will allow for the following:

- Compatibility in land use and development standards
- Ability to plan and construct future City capital improvements
- Ability to require the same level of infrastructure improvements required for new development within these areas as required within the City.

The following City services (including but not limited to) will be available after annexation:

- Trash service
- Police protection
- Fire protection
- Sewer service if available—any extensions of public or private lines to serve these areas will be the responsibility of the property owner/developer
- Curbside recycling and yard waste pick-up.

The current Fayetteville property tax millage impact of this annexation is an additional 3.1 mils for the City of Fayetteville. The current City of Fayetteville millage rate is:

0.4 mils police pension
0.4 mils fire pension
1.0 mil City Library (replaces the existing 1 mil County Library)
1.3 mils City General Fund

3.1 mils total

The impact to property owners in the annexed areas would be an additional 2.1 mils. The 1 mil City Library replaces the existing 1 mil County library. Your property value is based on 20% of the market value of real estate (subject to limits of Amendment 79). If the fair market value of real estate is \$100,000, it will have a value of $20\% \times \$100,000 = \$20,000$. Multiply \$20,000 by the additional millage and this will equal your additional tax: (Source: Washington County, AR)

1 mil is 1/10 of one cent (\$.001)

Additional 2.1 mils on a 100,000 home ($\$20,000 \times 0.0021$ mils) = additional \$42.00 in property tax

If you have any questions or need additional information regarding this proposed annexation, please contact Tim Conklin, Planning and Development Management Director at 575-8265.

Sincerely,

Tim Conklin
Planning and Development Management Director

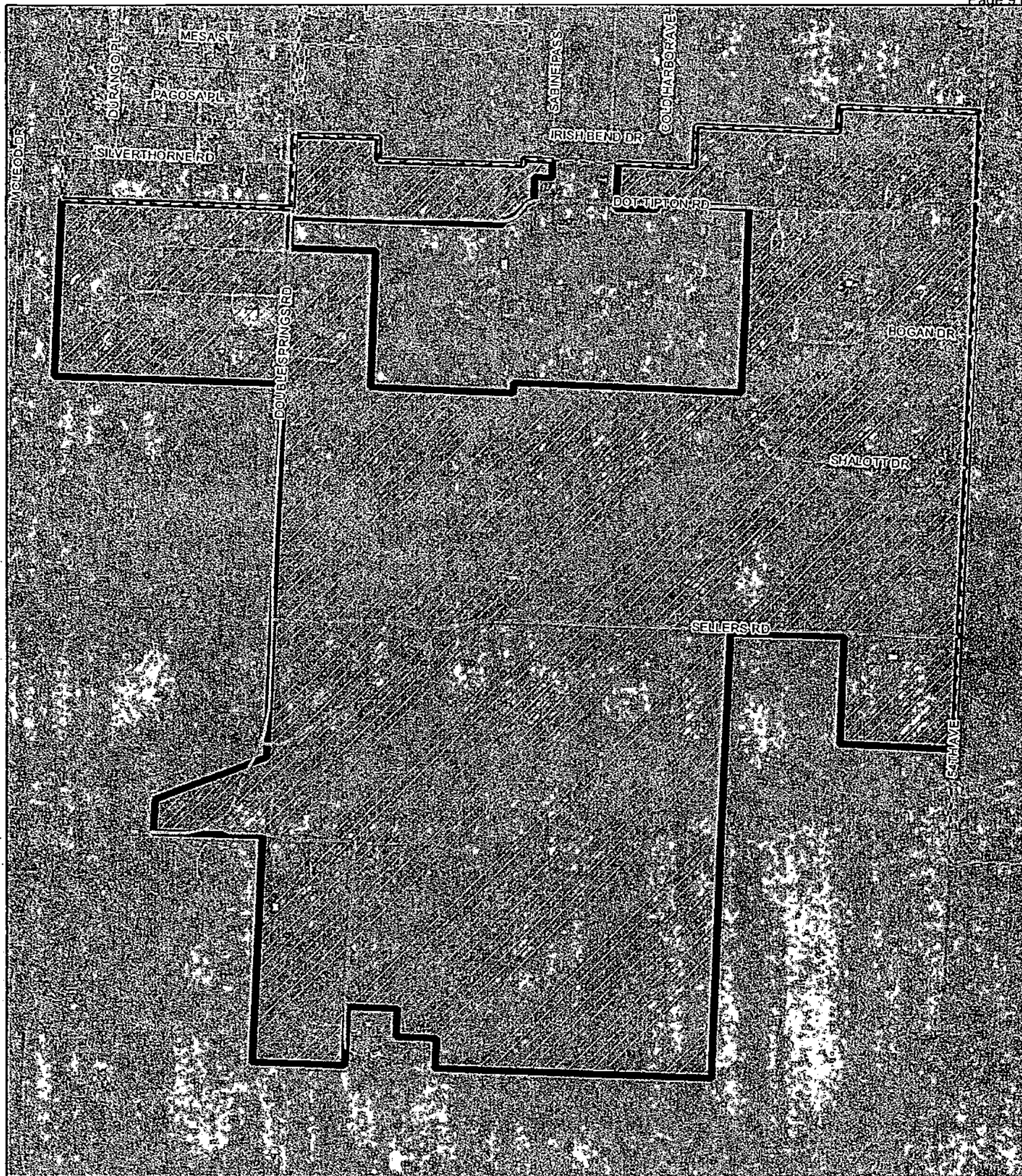


EXHIBIT A

0 500 1,000 2,000
Feet



EXHIBIT "B"
ANX 06-2224

A PART OF SECTIONS 14, 15, 22, AND 23, ALL WITHIN TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NE CORNER OF THE NE-SW-14-16-31; THENCE SOUTHERLY TO THE SE CORNER OF THE NE-SW-14-16-31; THENCE S 02° 35' 16" W 1327.39 FEET; THENCE S 02° 35' 16" W 661.58 FEET; THENCE N 87° 36' 01" W 661.32 FEET; THENCE N 02° 35' 19" E 630.16 FEET; THENCE N 88° 00' 21" W 661.34 FEET; THENCE S 02° 35' 23" W 1294.47 FEET, TO THE SE CORNER OF THE SW-SW-14-16-31; THENCE S 02° 19' 52" W 1324.72 FEET; THENCE N 88° 04' 09" W 1322.51 FEET; THENCE N 88° 00' 19" W 269.64 FEET; THENCE N 02° 22' 19" W 177.37 FEET; THENCE N 88° 00' 23" W 236.16 FEET; THENCE N 01° 52' 30" E 165.61 FEET; THENCE N 87° 54' 36" W 290.52 FEET; THENCE S 02° 21' 06" W 343.49 FEET; THENCE N 88° 00' 24" W 528.00 FEET, TO THE SW CORNER OF THE NE-NE-22-16-31; THENCE N 02° 29' 53" E 1328.38 FEET; THENCE N 88° 10' 51" W 634.49 FEET; THENCE N 02° 31' 05" E 196.86 FEET; THENCE N 68° 47' 48" E 693.00 FEET; THENCE N 02° 38' 14" E 2190.91 FEET; THENCE N 87° 59' 35" W 1328.01 FEET; THENCE N 02° 38' 08" E 1024.77 FEET; THENCE S 87° 50' 01" E 1328.58 FEET; THENCE N 02° 26' 30" E 427.56 FEET; THENCE S 88° 07' 16" E 485.49 FEET; THENCE S 02° 31' 57" W 134.73 FEET; THENCE S 88° 09' 28" E 838.95 FEET; THENCE N 02° 39' 27" E 35.37 FEET; THENCE S 87° 38' 03" E 165.22 FEET; THENCE S 01° 16' 36" W 100.27 FEET; THENCE N 87° 43' 53" W 100.00 FEET; THENCE S 02° 35' 30" W 107.94 FEET; THENCE S 02° 02' 58" W 32.29 FEET; THENCE S 80° 09' 54" W 8.59 FEET; THENCE S 57° 24' 31" W 44.28 FEET; THENCE S 40° 01' 32" W 53.46 FEET; THENCE S 53° 34' 58" W 42.73 FEET; THENCE S 66° 48' 10" W 41.57 FEET; THENCE S 83° 40' 38" W 26.01 FEET; THENCE S 02° 38' 22" W 30.06 FEET; THENCE N 87° 49' 23" W 1223.36 FEET; THENCE S 02° 19' 03" W 178.42 FEET; THENCE S 88° 08' 11" E 33.61 FEET; THENCE S 87° 43' 11" E 464.41 FEET; THENCE S 02° 22' 58" W 175.00 FEET; THENCE S 02° 22' 58" W 174.99 FEET; THENCE S 02° 22' 59" W 180.00 FEET; THENCE S 02° 22' 59" W 260.1 FEET; THENCE S 87° 42' 35" E 825.69 FEET; THENCE N 02° 39' 12" E 58.7 FEET; THENCE S 87° 43' 25" E 661.21 FEET; THENCE S 87° 43' 26" E 658.36 FEET; THENCE N 02° 35' 16" E 45.27 FEET; THENCE N 02° 35' 22" E 483.96 FEET; THENCE N 02° 35' 24" E 45.95 FEET; THENCE N 02° 35' 22" E 496.35 FEET; THENCE N 87° 42' 31" W 328.14 FEET; THENCE N 87° 17' 33" W 208.00 FEET; THENCE S 03° 03' 26" W 30.92 FEET; THENCE S 02° 32' 01" W 5.00 FEET; THENCE N 88° 03' 10" W 230.97 FEET; THENCE N 02° 22' 25" E 65.01 FEET; THENCE N 02° 29' 53" E 198.82 FEET; THENCE S 87° 38' 05" E 440.48 FEET; THENCE N 02° 37' 06" E 236.25 FEET; THENCE S 87° 35' 36" E 825.49 FEET; THENCE N 02° 54' 59" E 146.48 FEET; THENCE S 87° 46' 24" E 823.52 FEET; THENCE S 02° 35' 15" W 1300.29 FEET; THENCE S 02° 35' 17" W 431.54 FEET, TO THE POINT OF BEGINNING AND CONTAINING 405.47 ACRES, MORE OR LESS.

From: mspjdaisy <mspjdaisy@cox.net>
To: <city_clerk@ci.fayetteville.ar.us>
Date: Sat, Aug 26, 2006 7:08 PM
Subject: Annexation Hearing Sept.5

Ms. Smith: I live in the area covered by the proposed annexation which will be discussed at the Public Hearing on September 5. Due to prior commitments, I will be unable to attend the hearing, but I wanted to register my opinion. Since this land is in the sights of both Fayetteville and Farmington, I want to go on record as preferring annexation into Fayetteville. I feel that Fayetteville has, in general, better regulation in place for controlling growth, which, unfortunately, seems inevitable.

I am already adjacent to Fayetteville boundaries on two sides of my property, which is north of Dot Tipton Road. Since I'm already on Fayetteville water, though school taxes go to Farmington, it seems only sensible, given the choices, to join Fayetteville. I'm not sure how much my opinion counts, but there it is.

Thanks,
Paula J. Thompson
5790 W. Dot Tipton Road
Fayetteville AR 72704

ORDINANCE NO. _____

**AN ORDINANCE TO ANNEX INTO THE CITY OF
FAYETTEVILLE, ARKANSAS A PARCEL OF LAND
COMPLETELY SURROUNDED BY THE INCORPORATED
LIMITS OF THE CITY OF FAYETTEVILLE, ARKANSAS**

WHEREAS, the annexation policy of the City of Fayetteville adopted by the City Council is to annex those parcels of land which have become completely surrounded by incorporated city limits; and

WHEREAS, pursuant to A.C.A § 14-40-501 (a)(1), because the incorporated limits of The City of Fayetteville has completely surrounded the land described in Exhibits A & B, the City of Fayetteville has the statutory right to annex this land if it complies with one of the five requirements of A.C.A § 14-40-302; and

WHEREAS, after annexation into the City of Fayetteville, the inhabitants of those lands will be afforded the same services of police and fire protection and solid waste collection as current citizens of Fayetteville enjoy; and

WHEREAS, all the lands identified in Exhibit A (map) and Exhibit B (legal description) comply with at least one of the five requirements for annexation stated in A.C.A. § 14-40-302; and

WHEREAS, at the time of the adoption of this ordinance, the highest and best use of these lands is NOT for agricultural or horticultural 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 annexes into the City of Fayetteville, Arkansas the lands identified in Exhibit A (map) and Exhibit B (legal description).

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official map of the City of Fayetteville to reflect the change provided in Section 1 above.

Left on Second Reading 9/5/06
Left on First Reading 8/15/16

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby assigns the zoning of these lands to be RSF-1, Residential Single Family, one unit per acre.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby assigns these lands to Ward 4.

PASSED and APPROVED this the 19th day of September, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



THE CITY OF FAYETTEVILLE, ARKANSAS

August 16, 2006

**NOTICE OF
UPCOMING ANNEXATION PUBLIC HEARING
SEPTEMBER 5, 2006 AT 6 P.M. (CITY COUNCIL MEETING)
ROOM 219
CITY ADMINISTRATION BUILDING
113 W. MOUNTAIN STREET**

Dear Resident/Property Owner:

On August 15, 2006, the Fayetteville City Council proposed an ordinance to annex lands that are surrounded by the City of Fayetteville as authorized by A.C.A. § 14-40-501, which contains 6.81 acres, more or less (see Exhibit A). You have been identified as a property owner within the proposed area for annexation and are being notified by certified mail about the right to appear at the public hearing on September 5, 2006 to present your views on the proposed annexation. The City Council will consider adopting the ordinance at the September 19, 2006 regularly scheduled Council meeting.

Annexing this unincorporated area will allow for the following:

- Compatibility in land use and development standards
- Ability to plan and construct future City capital improvements
- Ability to require the same level of infrastructure improvements required for new development within these areas as required within the City.

The following City services (including but not limited to) will be available after annexation:

- Trash service
- Police protection
- Fire protection
- Sewer service if available—any extensions of public or private lines to serve these areas will be the responsibility of the property owner/developer
- Curbside recycling and yard waste pick-up.

The current Fayetteville property tax millage impact of this annexation is an additional 3.1 mills for the City of Fayetteville. The current City of Fayetteville millage rate is:

- 0.4 mills police pension
- 0.4 mills fire pension
- 1.0 mil City Library (replaces the existing 1 mil County Library)
- 1.3 mills City General Fund

3.1 mills total

The impact to property owners in the annexed areas would be an additional 2.1 mills. The 1 mil City Library replaces the existing 1 mil County library. Your property value is based on 20% of the market value of real estate (subject to limits of Amendment 79). If the fair market value of real estate is \$100,000, it will have a value of $20\% \times \$100,000 = \$20,000$. Multiply \$20,000 by the additional millage and this will equal your additional tax: (Source: Washington County, AR)

1 mil is 1/10 of one cent (\$.001)

Additional 2.1 mills on a 100,000 home $(\$20,000 \times 0.0021 \text{ mills}) = \text{additional } \$42.00 \text{ in property tax}$

If you have any questions or need additional information regarding this proposed annexation, please contact Tim Conklin, Planning and Development Management Director at 575-8265.

Sincerely,

Tim Conklin
Planning and Development Management Director

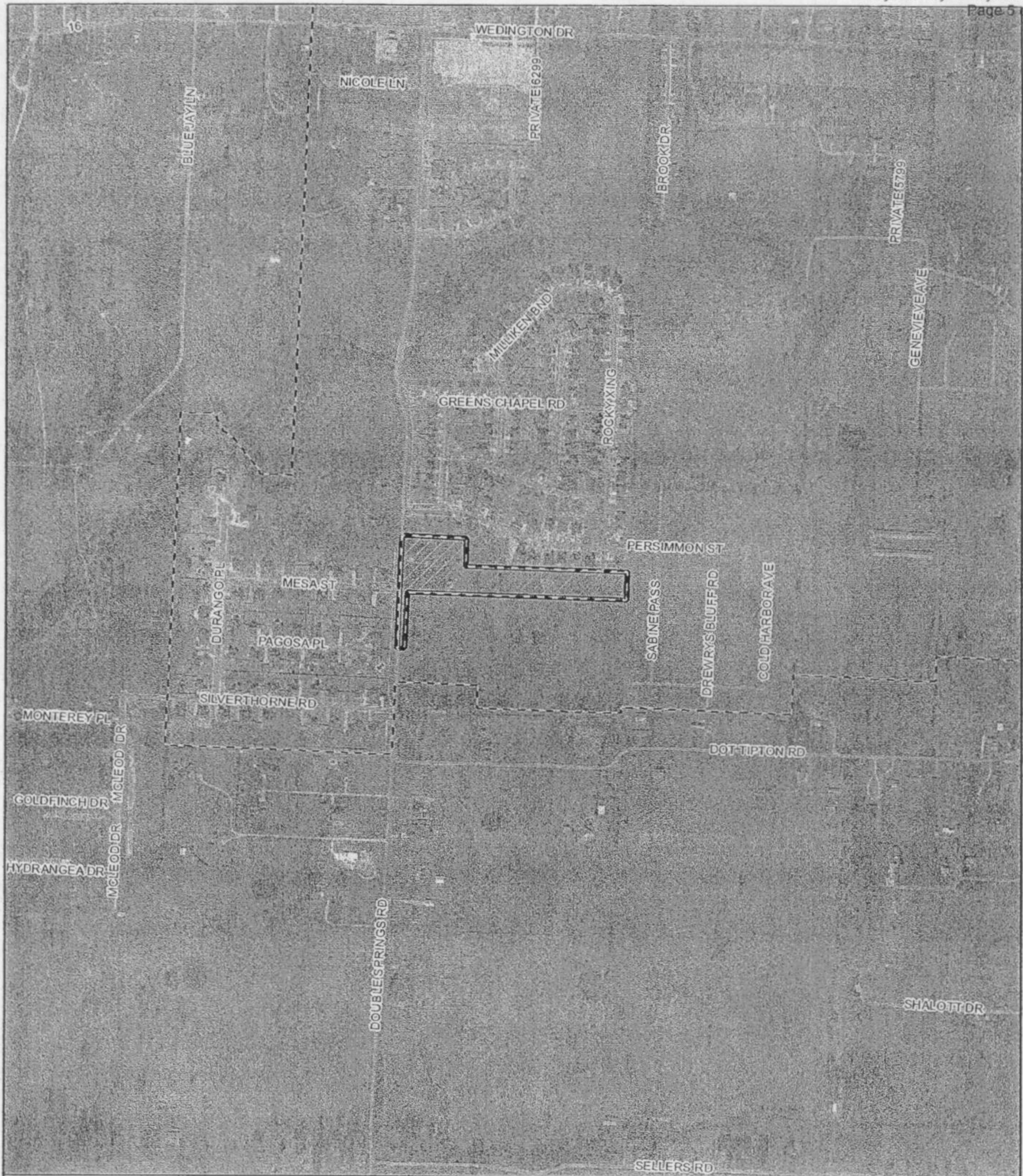


EXHIBIT A

0 500 1,000 2,000
Feet



Map Document: (G:\GIS\WORK\Annexation_Spring_2006\Maps\ANNEXATION2_20060815.mxd)
8/15/2006 - 5:17:57 PM

EXHIBIT "B"
ANX 06-2224

A PART OF THE NE¼ OF THE NE¼ OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF NE-NE-15-16-31, THENCE S 02° 39' 19" W 494.07 FEET, TO THE POINT OF BEGINNING; THENCE S 02° 39' 20" W 161.71 FEET; THENCE N 88° 20' 14" W 1279.94 FEET; THENCE S 02° 26' 58" W 329.38 FEET; THENCE N 88° 16' 00" W 46.14 FEET; THENCE N 02° 37' 44" E 495.35 FEET; THENCE N 02° 37' 38" E 168.95 FEET; THENCE S 88° 00' 29" E 376.18 FEET; THENCE S 02° 25' 43" W 165.64 FEET; THENCE S 88° 00' 30" E 948.26 FEET, TO THE POINT OF BEGINNING AND CONTAINING 6.81 ACRES, MORE OR LESS.

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

15-Aug-06
City Council Meeting Date

Tim Conklin
Submitted By

Planning & Development Mgmt.
Division

Operations
Department

Action Required:

ADM 06-1955, 06-1956: Administrative Item (DOWNTOWN MASTER PLAN ZONING DISTRICTS AND ZONING DISTRICT MAP): Submitted by Planning Staff to amend Title XV: Unified Development Ordinance of the code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map.

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

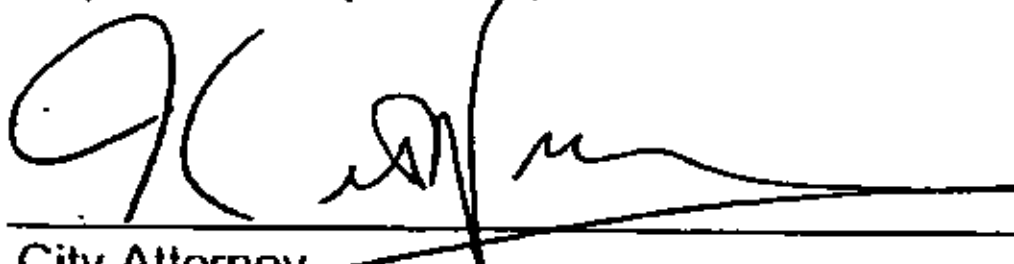
☐

Budget Adjustment Attached

☐


Department Director
7-28-06
Date

Previous Ordinance or Resolution # n/a


City Attorney
7-28-06
Date

Original Contract Date: n/a

Original Contract Number: n/a


Finance and Internal Service Director
7/31/06
Date

Received in City Clerk's Office
 Logged 7/28/06
AED


Mayor
7/31/06
Date

Received in Mayor's Office
 ENTERED
7/31/06

Comments:

Left on the second reading 9/5/06
Left on First Rdr. 8-15-06



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

TO: Mayor and City Council

THRU: Gary Dumas, Operations Director
Tim Conklin, Planning and Development Management Director

FROM: Leif Olson, Long Range Planner

DATE: July 28, 2006

SUBJECT: Downtown Master Plan Zoning Code Amendments to the Unified
Development Code

Planning Staff recommends the following amendments to the Unified Development Code (UDC) in order to clarify language regarding the removal of the C-4 Downtown District and the adoption of the Downtown Master Plan (DMP) zoning districts. Significant changes have been made to Chapter 161 – Zoning Districts, and this chapter should be readopted in its entirety. Staff has proposed amendments to the Neighborhood Conservation Zoning District which would set density limits and remove some of the use units allowed in this district.

Additionally, Staff recommends amending the following chapters which are impacted by the adoption of the DMP zoning districts: 151 – Definitions, 156 – Variances, 160 – Zoning Districts, 162 - Use Units, 164 - Supplementary District Regulations, 166 – Development, 167 – Tree Preservation, 172 - Parking and Loading, and 174 – Signs. Planning Staff also recommends amending the City of Fayetteville's Official Zoning Map by adopting the proposed Downtown Zoning Districts.

In order to clarify the amendments that are proposed this report steps through each chapter and explains what has been added or removed.

Chapter 151 Definitions has been amended to add new definitions that relate to the Downtown Master Plan Zoning Districts.

Chapter 156 Variances has been amended to remove the C-4 Downtown District and replace it with the three DMP Zoning Districts.

Chapter 160 Zoning Districts has been amended to remove the C-4 Downtown District and inserting the DMP Zoning Districts.

The Compensation Committee will meet at 4:00pm on Tuesday, August 15th in Room 326. Alan Johnson, Executive Vice President with Management Advisory Group, Inc. will make an informational presentation about the key elements of a compensation philosophy. All Council members are invited to attend this meeting.

At this meeting, Mr. Johnson will initiate a discussion to identify the direction of the compensation philosophy for the City of Fayetteville.

The draft compensation philosophy is scheduled to be delivered to the City on August 24, 2006. Staff will distribute this to all Council members and employees for review. The philosophy statement will be considered for adoption by the full Council on August 29, following the Agenda Session at a Special City Council meeting. Carolyn Long, CEO of Management Advisory Group, Inc. will be on-site to facilitate this process.

Chapter 161 Zoning Regulations has been amended by removing the C-4 Downtown District and inserting the DMP Zoning Districts. Additionally, Staff is recommending that in the Neighborhood Conservation Zoning District that Use Unit 4 is moved from a Use by Right to a Conditional Use and that Use Units 5, 13, and 15 are removed altogether from this Zoning District. Staff also recommends a 10 unit per acre density and a lot area minimum of 4,000 sq. ft. Chapter 161 should be re-adopted in its entirety.

Chapter 162 Use Units has been amended to move detention homes from Use Unit 4 (Cultural and Recreational Facilities) to Use Unit 5 (Government Facilities) and to move Zoo's from use unit 4 (Cultural Recreation Facilities) to Use Unit 20 (Commercial Recreation, large sites). This does not relate specifically to the Downtown Master Plan, however, staff felt that these changes were warranted and now was a good time to propose moving these Use Units.

Chapter 164 Supplementary District Regulations has been amended to add language that enables the City Council to designate structures for preservation. This amendment is necessary to exclude certain civic or cultural structures from the provisions of the Downtown Master Plan.

Chapter 166 Development has been amended to remove the table of commercial districts from the Commercial Design and Development Standards and replace it with language that applies to all commercial and office development.

Chapter 167 Tree Preservation and Protection has been amended to include the Downtown Master Plan Zoning Districts with accompanying tree preservation percentages to the Tree Preservation Percentage table.

Chapter 172 Parking and Loading has been amended to add the DMP Zoning Districts to the standards for the number of spaces by use section.

Chapter 174 Signs has been amended to add the DMP Zoning Districts to the requirements for on-site free standing signs.

Planning Staff welcomes any additional amendments that the City Council might propose. It would be helpful to discuss proposed amendments with Staff and the City Attorney so that appropriate language can be drafted in advance of the meeting.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT ORDINANCE OF THE CODE OF FAYETTEVILLE TO AMEND VARIOUS SECTIONS OF THE CODE IN ORDER TO IMPLEMENT THE DOWNTOWN MASTER PLAN ZONING CODE AND ZONING MAP.

WHEREAS, the City of Fayetteville recognizes the unique and significant role that the downtown area plays in the vitality of the City and the region; and,

WHEREAS, the City of Fayetteville hired Dover - Kohl and Partners to develop a plan with extensive public input; and

WHEREAS, the City of Fayetteville has determined that development in the downtown area should be compatible with the traditional town form; and

WHEREAS, developments that are compatible with the surrounding area and harmonious with the character of the neighborhood and have a positive effect upon the future development of the area; and

WHEREAS, the Downtown Master Plan has been developed through an extensive process involving the public, elected and appointed officials, and staff;

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

Section 1. That Chapter 151 Definitions is amended by inserting new definitions into Section §151.01 Definitions, a copy of which marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That Chapter 156 Variances is amended by inserting Downtown Zoning Districts in Section §156.02 Zoning Districts, a copy of which marked Exhibit "B" is attached hereto and made a part hereof.

Section 3. That Chapter 160 Zoning Districts is amended by inserting Downtown Zoning Districts in Section §160.01 Establishment of Districts, a copy of which is marked Exhibit "C" is attached hereto and made a part hereof.

Section 4. That Chapter 161 Zoning Regulations is re-adopted in its entirety, a copy of which is marked Exhibit "D" is attached hereto and made a part hereof.

Section 5. That Chapter 162 Use Units is amended by moving use units in Section §162.01, a copy of which is marked Exhibit "E" is attached hereto and made a part hereof.

Section 6. That Chapter 164 Supplementary District Regulations is amended by inserting Designated Preservation Structures in Section §164.12, a copy of which is marked Exhibit "F" is attached hereto and made a part hereof.

Section 7. That Chapter 166 Development is amended by inserting Downtown Zoning Districts in Section §166.14 Commercial Design and Development Standards, a copy of which is marked Exhibit "G" is attached hereto and made a part hereof.

Section 8. That Chapter 167 Tree Preservation and Protection is amended by inserting Downtown Zoning Districts in Section §167.04 Tree Preservation and Protection During Development, a copy of which is marked Exhibit "H" is attached hereto and made a part hereof.

Section 9. That Chapter 172 Parking and Loading is amended by inserting Downtown Zoning Districts in Section §172.05 Standards for the Number of Spaces by Use, a copy of which is marked Exhibit "I" is attached hereto and made a part hereof.

Section 10. That Chapter 174 Signs is amended by inserting Downtown Zoning Districts in Section §174.10 On Site Free Standing Signs, a copy of which is marked Exhibit "J" is attached hereto and made a part hereof.

Section 11. That the official Zoning Map of the City of Fayetteville is amended to rezone those properties identified in the Downtown Master Plan Zoning Districts, a copy of which is marked Exhibit "K" is attached hereto and made a part hereof.

PASSED and APPROVED this the 15th day of August, 2006.

APPROVED:

By: **DAN COODY, Mayor**

ATTEST:

By: **SONDRA SMITH, City Clerk**

EXHIBIT "A"

To be inserted in Chapter 151 Definitions:

§151.01 Definitions.

Block: A combination of building lots, the perimeter of which abuts streets.

Build-to line: A build-to line identifies the precise horizontal distance from a street right-of-way that the building shall be built to, in order to create a uniform line of buildings along the street.

Build-to Zone: A build-to zone is a range of allowable distances from a street right-of-way that the building shall be built to in order to create a moderately uniform line of buildings along the street.

Building frontage: The vertical side of a building which faces the primary space or street and is built to the Build-to line.

Building Height: Building height shall be measured vertically from the existing natural grade to any part of the structure, excluding spires, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof and not intended for human occupancy. To verify whether the height of a proposed structure is below the maximum height allowed, project a parallel plane above the existing natural grade and across the entire parcel. If the structure is below the upper line, then the height limitation has been satisfied.

Civic Building: Structure used primarily for public education, cultural performances, gatherings and displays administered by non-profit cultural, educational, governmental, and religious organizations.

Curb Radius: The curved edge of street paving at an intersection, measured at the inside travel edge of the travel lane.

Dwelling, live/work: A dwelling unit within which an at-home business is encouraged. Businesses are limited to a maximum of two employees that do not reside in the principal or accessory dwelling unit.

Dwelling, rowhouse: An attached single-family dwelling unit located on land owned by the unit owner and situated in a row of two (2) or more similar horizontally attached dwelling units, each unit having its own separate water, sanitary sewer, ventilation and heating system, inclusive of separate utility service lines and meters, and which is separated from attached adjacent dwelling units by a fire-resistant common wall.

Frontage Line: The property line or lines of a lot which coincide with a right-of-way or other public open space.

Habitable Space: Building space whose use involves human presence. Habitable space excludes parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Liner Building: A building built in front of a parking garage, cinema, supermarket etc., to conceal large expanses of blank wall area and to face the street space with a façade that has doors and windows.

Marquee: A permanently roofed architectural projection the sides of which are vertical and are intended for the display of signs and which is supported entirely from an exterior wall of a building.

Parapet: A low guarding wall at the edge of a roof, terrace, or balcony.

Principal Façade (For purposes of placing buildings along build-to lines or build-to zones): The front plane of a building not including stoops, porches, or other attached architectural features.

Rear Access Lane: A publicly or privately owned secondary way that affords access to the side or rear of abutting property.

Storefront: The portion of a building at the first story of a retail frontage that is made available for retail use.

DRAFT

EXHIBIT "B"

Language to be inserted in Chapter 156 Variances:

§156.02 Zoning Regulations

(B)(3)(a) *Number of spaces.* The Planning Commission shall have the authority to vary the number of off-street parking spaces required in the Downtown Core, Main Street Center and Downtown General Districts.

(B)(3)(c) *Conditions.* All waivers shall meet the conditions listed below:

(i) *Downtown Core, Main Street Center, and Downtown General Districts.* Conditions for waivers in Downtown Core, Main Street Center, and Downtown General Districts:

(B)(5) *Building height variance in residential single-family zoning districts.*

(a) The Planning Commission shall have the authority to grant a variance to allow a proposed structure to exceed building height limits in all Zoning Districts in those instances where, owing to special conditions and circumstances, literal enforcement of the building height restrictions would result in unnecessary hardship or the applicant can show that the additional height requested will not adversely affect adjoining or neighboring property owners.

DRAFT

EXHIBIT "C"

Language to be inserted in Chapter 160 Zoning Districts

160.01 Establishment of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One Half Unit per Acre
RSF-1	Residential Single-family - One Unit per Acre
RSF-2	Residential Single-family - Two Units per Acre
RSF-4	Residential Single-family - Four Units per Acre
RSF-7	Residential Single-family - Seven Units per Acre
RT-12	Residential Two and Three-family
RMF-6	Residential Multi-family - Six Units per Acre
RMF-12	Residential Multi-family - Twelve Units per Acre
RMF-18	Residential Multi-family - Eighteen Units per Acre
RMF-24	Residential Multi-family - Twenty-Four Units per Acre
RMF-40	Residential Multi-family - Forty Units per Acre
R-O	Residential-Office
C-1	Neighborhood Commercial
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
R-PZD	Residential Planned Zoning District
C-PZD	Commercial Planned Zoning District
I-PZD	Industrial Planned Zoning District

EXHIBIT "D"

This chapter is being re-adopted in its entirety.

**TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 161 ZONING REGULATIONS**

161.02 CERTIFICATE OF ZONING COMPLIANCE	3
161.03 DISTRICT R-A, RESIDENTIAL-AGRICULTURAL	3
161.04 DISTRICT RSF-.5, RESIDENTIAL SINGLE-FAMILY - ONE HALF UNIT PER ACRE	4
161.05 DISTRICT RSF-1, RESIDENTIAL SINGLE-FAMILY - ONE UNIT PER ACRE	5
161.06 DISTRICT RSF-2, RESIDENTIAL SINGLE-FAMILY - TWO UNITS PER ACRE	5
161.07 DISTRICT RSF-4, RESIDENTIAL SINGLE-FAMILY - FOUR UNITS PER ACRE	5
161.08 DISTRICT RSF-7, RESIDENTIAL SINGLE-FAMILY - SEVEN UNITS PER ACRE	6
161.09 DISTRICT RSF-8, RESIDENTIAL SINGLE-FAMILY - EIGHT UNITS PER ACRE	6
161.10 DISTRICT RT-12, RESIDENTIAL TWO AND THREE FAMILY	7
161.11 DISTRICT RMF-6, RESIDENTIAL MULTI-FAMILY - SIX UNITS PER ACRE	8
161.12 DISTRICT RMF-12, RESIDENTIAL MULTIFAMILY - TWELVE UNITS PER ACRE	8
161.13 DISTRICT RMF-18, RESIDENTIAL MULTI-FAMILY - EIGHTEEN UNITS PER ACRE	9
161.14 DISTRICT RMF-24, RESIDENTIAL MULTI-FAMILY - TWENTY-FOUR UNITS PER ACRE	10
161.15 DISTRICT RMF-40, RESIDENTIAL MULTI-FAMILY - FORTY UNITS PER ACRE	10
161.16 DISTRICT R-O, RESIDENTIAL OFFICE	11
161.17 DISTRICT C-1, NEIGHBORHOOD COMMERCIAL	12
161.18 DISTRICT C-2, THOROUGHFARE COMMERCIAL	12
161.19 DISTRICT C-3, CENTRAL COMMERCIAL	13
161.20 DISTRICT DC, DOWNTOWN CORE	13
161.21 DISTRICT MSC, MAIN STREET CENTER	14
161.22 DISTRICT DG, DOWNTOWN GENERAL	14
161.23 DISTRICT NC, NEIGHBORHOOD CONSERVATION	15

161.24 DISTRICT I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL.....	15
161.25 DISTRICT I-2, GENERAL INDUSTRIAL	16
161.26 DISTRICT P-1, INSTITUTIONAL	16
161.27 DISTRICT E-1, EXTRACTION	17
161.28 DESIGN OVERLAY DISTRICT (I-540 HIGHWAY CORRIDOR).....	17
161.29 PLANNED ZONING DISTRICT.....	19
161.30-161.99 RESERVED.....	19

DRAFT

CHAPTER 161: ZONING REGULATIONS

DRAFT

161.01 Application of District Regulations

Minimum regulations/exceptions. The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly for each class or kind of structure or land, except as hereinafter provided:

- (A) *General.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all the regulations herein specified for the district in which it was located.
- (B) *Limitations.* No building or other structure shall hereafter be erected or altered:
 - (1) *Height/bulk.* To exceed the height or bulk;
 - (2) *Number of units.* To accommodate or house a greater number of units;
 - (3) *Lot area.* To occupy a greater percentage of lot area;
 - (4) *Setback/open spaces.* To have narrower or smaller rear setbacks, front setbacks, side setbacks, or other open spaces than herein required; or
 - (5) *Other.* In any other manner contrary to the provisions of this chapter.
- (C) *Independent compliance.* No part of a setback, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this chapter shall be included as part of a setback, open space, or off-street parking or loading space similarly required for any other building.
- (D) *Effective date.* No setback or lot existing on June 29, 1970, shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks or lots created after June 29, 1970, shall meet at least the minimum requirements established by this chapter.
- (E) *Annexation.* All territory which may hereafter be annexed to the city shall be considered to be in District A-1 until the territory is rezoned as provided herein.
- (F) *Measuring setbacks.*
 - (1) *Front.* Measured from the street right-of-way, or street right-of-way setback as required by the Master Street Plan.
 - (2) *Side.* Measured from the side property line.
 - (3) *Rear.* Measured from the rear property line.
 - (4) *Corner.* A corner lot has two fronts and two sides.
- (G) *Conditional Uses.* These uses are permissible if approved by the Planning Commission. See Chapter 163, Use Conditions.

(Code 1965, App. A., Art. 3; Ord. No. 1747, 6-29-70; Code 1991, §160.016; Ord. No. 4100, §2 (Ex. A), 6-16-98)

161.02 Certificate Of Zoning Compliance

- (A) *Required.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered, or enlarged in its use or structure until a certificate of zoning compliance shall have been issued therefore by the Zoning and Development Administrator stating that the proposed use of the building or land conforms to the requirements

of this chapter.

- (B) *Nonconforming use/structure.* No non-conforming structure or use shall be renewed, changed, or extended until a certificate of zoning compliance shall have been issued by the Zoning and Development Administrator. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this chapter. The Zoning and Development Administrator shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.
- (C) *Authorized construction/use.* Certificates of zoning compliance issued on the basis of plans and applications approved by the Zoning and Development Administrator authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

(Code 1965, App. A., Art. 9(3), (5); Ord. No. 1747, 6-29-70; Code 1991, §§160.192, 160.194; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Cross reference(s)—Enforcement, Ch. 153.

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.04 District Rsf-.5, Residential Single-Family – One Half Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of two acres and a maximum gross density of approximately one-half unit per acre.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half (approximately)
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot area minimum	71,438 Sq. Ft.
Land area per dwelling unit	71,438 Sq. Ft.

(D) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(E) *Building area.* None.

(Code 1991, §160.043; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.05 District Rsf-1, Residential Single-Family – One Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(F) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(G) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(H) *Density.*

Units per acre	1
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(D) *Bulk and area regulations.*

Lot width minimum	150 ft.
Lot area minimum	35,720 Sq. Ft.
Land area per dwelling unit	35,720 Sq. Ft.

100 *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

100 *Building area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4858, 4-18-06)

161.06 District Rsf-2, Residential Single-Family – Two Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

100 *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

100 *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

100 ©Density.

Units per acre	2
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(D) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	17,860 Sq. Ft.
Land area per dwelling unit	17,860 Sq. Ft.

(E) *Setback requirements.*

Front	Side	Rear
30 ft.	15 ft.	30 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* None.

(Code 1991, §160.045; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

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.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District 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.
HOD Front	HOD Side	HOD Rear
15 ft.	5 ft.	15 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.08 District Rsf-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose.* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	7 or less	8.5
Two-family dwelling units per acre	—	Option: 15% of the lot, maximum

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(2) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

Cross reference(s)—Variance, Ch. 156.

161.09 District RSF-8, Residential Single-Family – 8 Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	8 or less	—
Two-family dwelling units per acre	—	8

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.
Townhouse, no more than two attached	25 ft.

(2) *Lot area minimum.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	5 ft.

(F) *Height regulations.*

Building height maximum	45 ft.
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- (G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05)

161.10 District RT-12, Residential Two And Three Family

- (A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and area regulations.*

	Single-family	Two-family	Three-family
Lot width minimum	60 ft.	70 ft.	90 ft.
Lot area minimum	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height regulations.*

Building height maximum	30 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1965, App. A., Art. 5(11A); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

Cross reference(s)--Variance, Ch. 156.

161.11 District Rmf-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 6
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse:	

•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.12 District Rmf-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 12
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.13 District Rmf-18, Residential Multi-Family -- Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 18
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.

One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)–Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.14 District Rmf-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 24
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
•No bedroom	1,700 sq. ft.
•One bedroom	1,700 sq. ft.
•Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.
HOD Single Family Front	HOD Single Family Side	HOD Single Family Rear
15 ft.	8 ft.	15 ft.
HOD Two Family Front	HOD Two Family Side	HOD Two Family Rear
15 ft.	8 ft.	15 ft.
HOD Multi Family Front	HOD Multi Family Side	HOD Multi Family Rear
15 ft.	8 ft.	15 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.15 District Rmf-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
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Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	16 to 40
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(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

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.16 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
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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
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(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Side, in the Hillside Overlay District	8 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 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)

161.17 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)

161.18 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Professional offices
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Height regulations.* In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05)

161.19 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Offices, studios, and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Trades and services

Unit 28	Center for collecting recyclable materials
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

(F) *Height regulations.* Maximum height is six stories or 84 feet whichever is less. Above four stories, there shall be a stepback of the building's principal façade of at least fifteen feet. The height shall be measured from the mean elevation of the finished grade or sidewalk at the frontage line, whichever is higher, to the eave of the roof or cornice for a building with a parapet.

Buildings already in existence or for which a Large Scale Development or Planned Zoning District has been fully approved prior to the date of passage of this ordinance shall be grandfathered in and not be considered as nonconforming structures as a result of the passage of this ordinance.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; 4863, 5-02-06)

161.20 Downtown Core

(a) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and Services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 24	Home occupations
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 80% of lot width.

(g) *Height regulations.* Maximum height is 12 stories or 168 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.21 Main Street / Center

(a) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street / Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street / Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street Center district is a commercial zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline services stations and drive in restaurants
Unit 24	Home occupations

Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to-zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to-zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 75% of lot width.

(g) *Height regulations.* Maximum height is 6 stories or 84 feet which ever is less. Above four stories there shall be a stepback of the building's principal façade of no less than 15 ft.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.22 Downtown General.

- (a) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(c) *Density.* *None*

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* *None.*

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 50% of lot width.

(g) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.23 Neighborhood Conservation

(a) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the *Neighborhood Conservation* district is a residential zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities

Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 24	Home occupations
Unit 25	Professional services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(c) *Density*. 10 Units/Acre

(d) *Bulk and area regulations*.

(1) *Lot width minimum*.

Single Family	40 ft.
Two Family	50 ft.
Three Family	60 ft.

(2) *Lot area minimum*. 4,000 Sq. Ft.

(e) *Setback regulations*.

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal, if adjoining a similar use unit.	5 ft.
Side, internal, if adjoining a different use unit	5 ft.
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage*. 40% of lot width.

(g) *Height regulations*. Maximum height is 3 stories or 45 feet which ever is less.

161.24 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 6	Agriculture
Unit 12	Offices, studios and related facilities
Unit 13	Eating places
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Professional offices
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear, when adjoining C, I, or P districts	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.25 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(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 12	Offices, studios and related services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 28	Center for collecting recyclable materials

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	100 ft.
Front, when adjoining C, I or P districts	50 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I or P districts	25 ft.
Rear	25 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 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 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IX); Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.040; Ord. No. 3971, §2, 5-21-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.26 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(X1); 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)

161.27 District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 30	Extractive uses

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Lot width minimum	The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles.
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(2) *Lot area minimum.*

Lot area minimum	10 acres
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(E) *Setback regulations.*

From all property lines (including street frontage) when contiguous to all R districts	200 ft.
From all property lines (including street frontage) when contiguous to P, A, C, and I districts	100 ft.

(Code 1991, §160.047; Ord. No. 3546, 4-16-91; Ord. No. 4100, §2 (Ex. A), 6-16-98, Ord. No. 4178, 8-31-99)

161.28 Design Overlay District (I-540 Highway Corridor)

(A) *Purpose.* The purpose of establishing a Design Overlay District for the I-540 Highway Corridor is as follows:

- (1) To protect and enhance the distinctive scenic quality of the I-540 Highway Corridor by providing for nonresidential developments which will maximize preservation and enhancement of the natural, rural, and open character of the terrain and foliage.
- (2) To address the issues of traffic and safety.
- (3) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, drainage and heat islands.
- (4) To preserve and enhance the economic value and viability of property within and near the Overlay District for the I-540 Highway Corridor.

(B) *Overlay District boundaries.* The Overlay District encompasses all lands lying within 660 feet of each side of the right-of-way of I-540 from the intersection of I-540 and State Highway 471 (a/k/a 71B) north to the city limits of Fayetteville, (a/k/a the 71 Bypass and/or John Paul Hammerschmidt Expressway), and also that portion known as State Highway 471S described more fully as that portion of State Highway 471 which connects I-540 to State Highway 471 (a/k/a North College) and all future extensions of I-540 within the City of Fayetteville. Said boundaries are set out on the official plat pages along with a legal description of such boundaries located in the Planning Division.

(C) *Application of Overlay District: Regulations and standards.* The regulations and standards contained herein shall apply to all nonresidential properties, (including, but not limited to new development), located within the

Overlay District boundaries. Such regulations and standards shall be in addition to and shall overlay all other ordinance regulations and standards, including, but not limited to nonresidential zoning district and signage regulations and standards. Should the regulations and standards of the underlying and Overlay District conflict, the Overlay District regulations and standards shall control.

(D) *Nonresidential site design and development standards.*

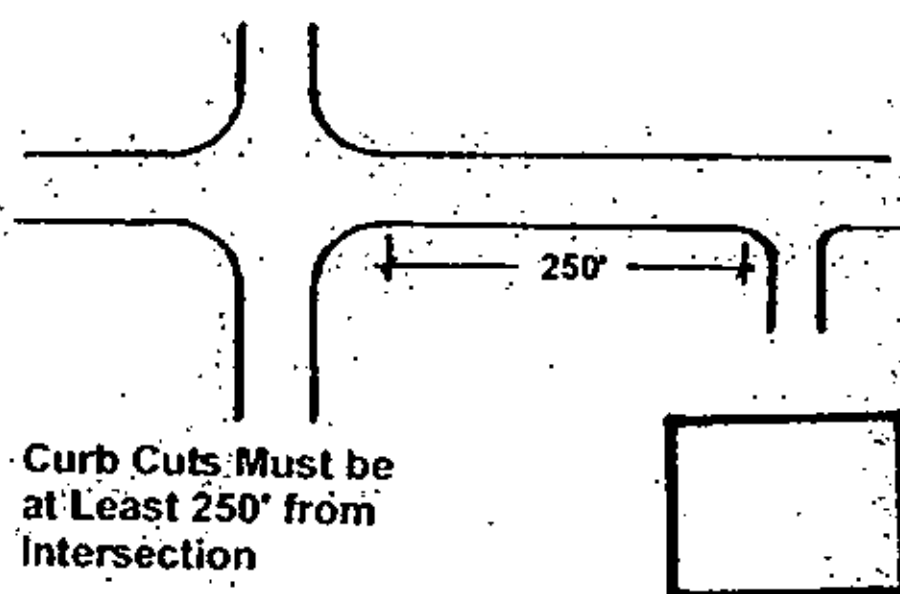
- (1) *Greenspace.* A minimum of 25 feet of landscaped greenspace exclusive of right-of-way shall be provided along the highway right-of-way and any public street to which the development has frontage. Parking lots shall not encroach into the greenspace and shall be screened when abutting a required greenspace area. Trees shall be planted at the interval of one tree per 30 linear feet of greenspace area when practicable.

(2) *Signs*

- (a) The only permitted free standing signs shall be monument signs. Only indirect lighting may be used for illumination of all signs.

- (b) All signs shall otherwise comply with *Chapter 174 Signs* and any variance shall be considered pursuant to § 156.06 of the *Unified Development Code*.

- (3) *Curb cuts.* One curb shall be allowed per 200 feet of frontage. No curb cuts shall be allowed within 250 feet of any intersection.



- (4) *Exterior appearance.* All structures shall be architecturally designed to have front facades facing all street and highway right-of-way. An elevation drawing shall be submitted for each side of the building that faces a street or highway.

- (5) *Building material.* Buildings shall be constructed of wood, masonry, or natural looking materials. No structures shall be allowed that have metal side walls UNLESS such metal siding is similar in appearance to wood, masonry, or natural looking material.

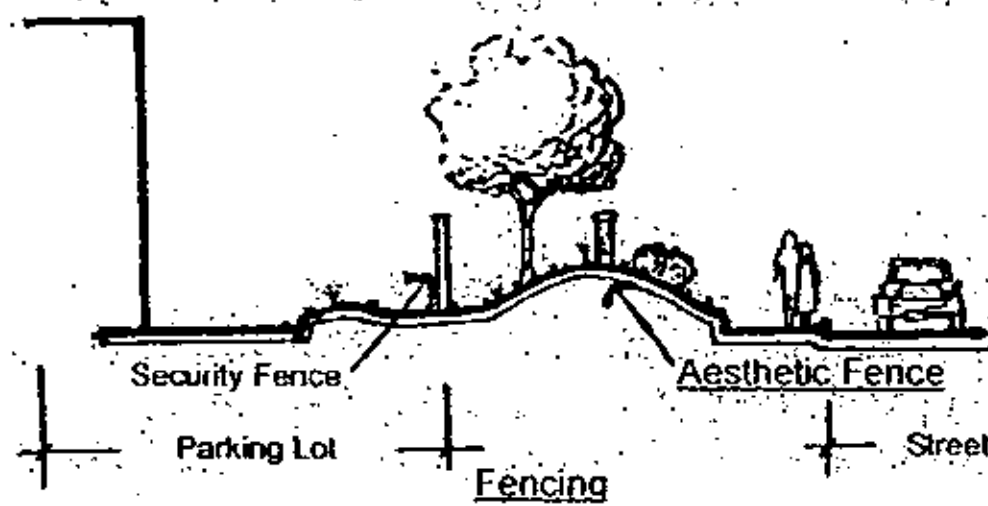
- (6) *Site coverage.* Twenty-five percent (25%) of the site shall be left in open space. Eighty percent (80%) of the open space shall be landscaped which may include ponds and fountains.

- (7) *Optional fencing.* All fencing shall be constructed of wood, masonry, or natural looking materials. No optional fencing shall be located within the greenspace required by Section (D)(1). No metal fencing shall be allowed except in the following cases:

- (a) Wrought iron fencing.

- (b) If other types of metal fencing are necessary, for security purposes, they may be used if the area is first fenced off with a view obscuring natural or natural looking fencing material. The metal fencing shall be placed inside the view obscuring fencing, and the view obscuring fencing shall be at least the height

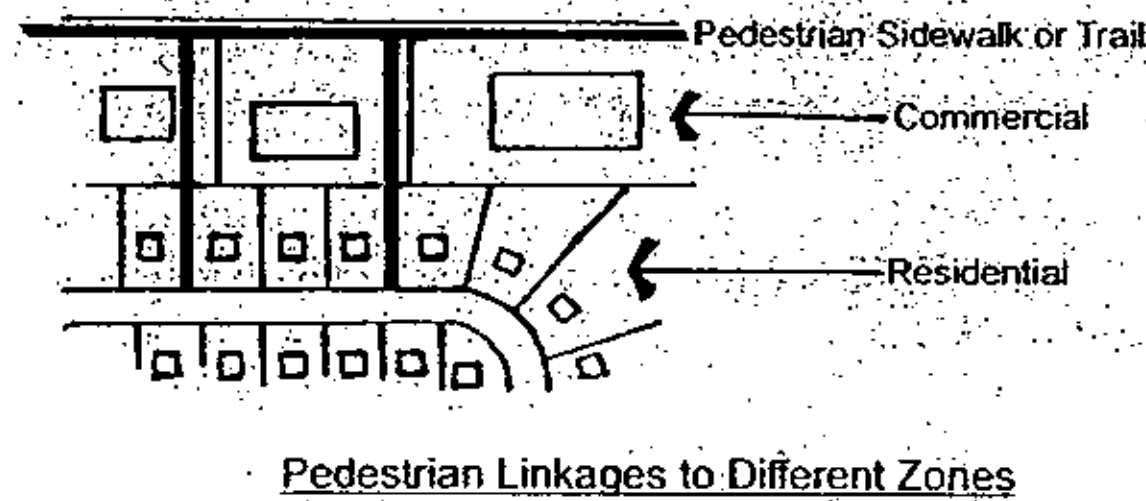
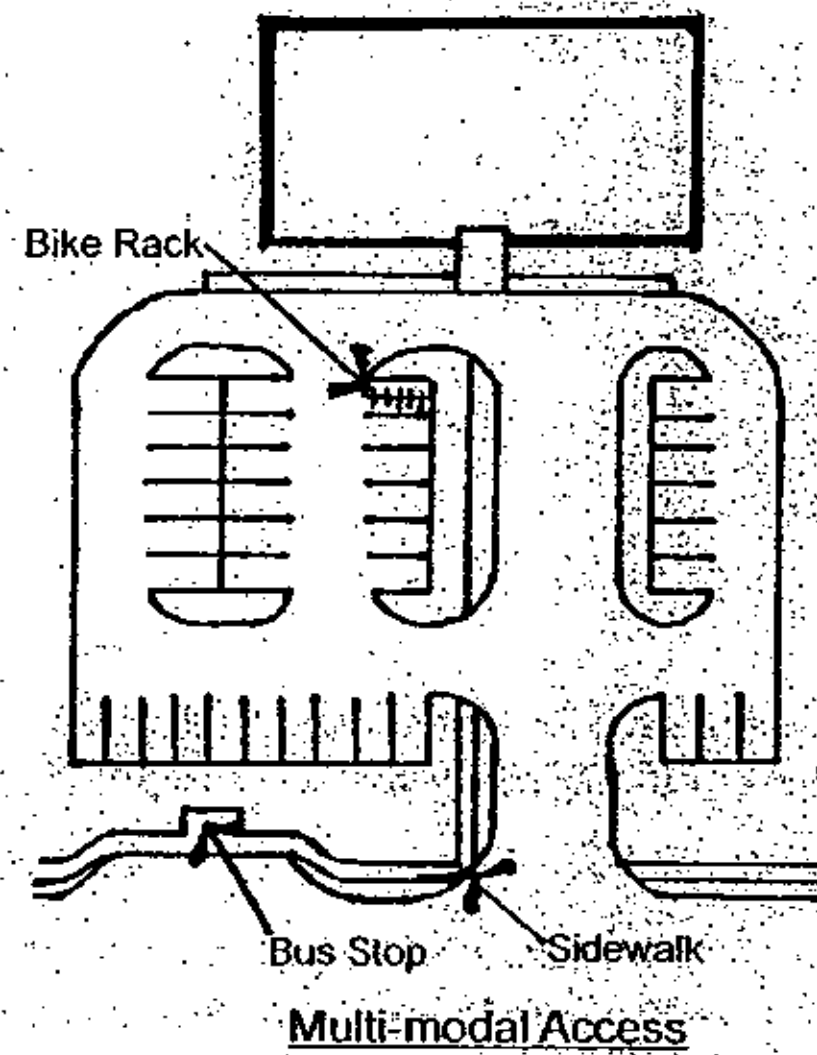
of the metal fencing.



(8) *Outdoor storage of material and equipment.* All outdoor storage of material and equipment shall be screened with natural vegetation.

(9) *Access.*

- (a) *Pedestrian.* Pedestrian access shall be provided from the street to the entrance of the structure by way of a designated trail or sidewalk.
- (b) *Multi-modal.* Multi-modal access may be required on nonresidential sites within the Design Overlay District. (For example: The provision of bus stops, bicycle racks, parking stalls for car pools, and bicycle and pedestrian walks and trails).



(E) *Nonresidential developments and multiple building sites.* In the case of nonresidential development involving

multiple building sites, whether on one or more platted lots, the above-described regulations shall apply to the development as an entire tract rather than to each platted lot.

(F) *Large scale development.* All nonresidential development within the Design Overlay District shall be reviewed through the large scale development procedure and shall meet all those requirements regulating large scale developments regardless of the size of the tract.

(G) *Exemptions.*

(1) Undeveloped or partially developed lots in nonresidential subdivisions lying within the Design Overlay District for I-540 Highway Corridor which have received preliminary or final approval as nonresidential subdivision prior to June 28, 1994, are hereby exempt from compliance with Ordinance No. 3806 (§161.21).

(2) Owners of lots within nonresidential subdivisions which obtained preliminary or final approval as nonresidential subdivisions prior to June 28, 1994, and not included in the specifically exempted properties may apply for an exemption to the Fayetteville Zoning and Development Administrator. The Zoning and Development Administrator shall respond to the application in writing within 10 working days of the receipt of the application.

(3) Completed development upon property subject to such exemption not in compliance with the standards set forth in Ordinance No. 3806 (§161.21) shall be considered pre-existing conforming structures.

(4) Nothing contained herein shall limit or prohibit property owners from utilizing the variance provisions contained in Ordinance No. 3806 (§161.21).

(Code 1991, §160.048; Ord. No. 3821, §1, 3-5, 8-9-94; Ord. No. 38-06, 6-28-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4128, §1, 12-15-98; Ord. 4725, 7-19-05; Ord. 4784, 10-18-05)

Cross reference(s)—Appeals, Ch. 155; Variances, Ch. 156.

161.29 Planned Zoning District

(A) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals:

(1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

(2) *Compatibility.* Providing for compatibility with the surrounding land uses.

(3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

(4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial, or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.

(5) *No negative impact.* Does not have a negative effect upon the future development of the area;

(6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

- (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
 - (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
 - (9) *General Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
 - (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
- (B) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.
- (C) *R - PZD, Residential Planned Zoning District.*
- (1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:
 - (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's General Plan and the orderly development of the city.
 - (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
 - (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
 - (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
 - (e) To encourage the efficient use of those public facilities required in connection with new residential development.
 - (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
 - (3) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.
 - (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (D) *C-PZD, Commercial Planned Zoning District*

- (1) *Purpose and intent.* The C-PZD is intended to accommodate mixed-use developments containing any combination, including multiple combinations of commercial, office or residential uses in a carefully planned configuration in such a manner as to protect and enhance the availability of each independent use. The C-PZD is also intended to accommodate single use commercial developments that are determined to be more appropriate for a PZD application than a general commercial-rezone. The legislative purposes, intent and application of this district include, but are not limited to, the following:
 - (a) To encourage the clustering of commercial and office activities within areas specifically designated to accommodate such uses and to discourage the proliferation of commercial uses along major thoroughfares and noncommercial areas.
 - (b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.
 - (c) To encourage orderly and systematic commercial, office or mixed use development design or a combination thereof, providing for the rational placement of activities, vehicular and pedestrian circulation, access and egress, loading, landscaping and buffering strips.
 - (d) To encourage commercial development which is consistent with the city's General Plan.
 - (e) To accommodate larger scale suburban developments of mixed-uses in a harmonious relationship.
- (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Conditions.*
 - (a) In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
 - (b) Residential uses must be appropriate to the design of the project.
 - (c) Warehousing and light industrial uses shall have a gross area per use that does not exceed five thousand (5,000) square feet and at least twenty percent (20%) of the floor area used for retail sales.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (E) *I-PZD Industrial Planned Zoning District.*
 - (1) *Purpose and intent.* The I-PZD is intended to accommodate industrial parks and single use industrial developments that are determined to be more appropriate for a PZD application than a general industrial rezone. The legislative purpose, intent and application of this district include, but are not limited to, the following:
 - a. To provide for manufacturing activities in a manner compatible with the surrounding area.
 - b. To encourage the application of sound planning and design principles in the orderly development of industrial activities.
 - c. To maximize manufacturing potential without adversely affecting the living environment of the community.
 - d. To encourage industrial development that is consistent with the city's General Plan.
 - (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as

permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

- (a) In no instance shall the industrial use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
- (b) Ancillary commercial and office uses shall be compatible with the design and scale of the project.
- (c) Residential uses must be appropriate to the scope and character of the development.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

(F) *Bulk and area regulations.*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - 1. The densities of surrounding development;
 - 2. the densities allowed under the current zoning;
 - 3. the urban development goals and other policies of the city's General Plan;
 - 4. the topography and character of the natural environment; and
 - 5. the impact of a given density on the specific site and adjacent properties.
- (2) *Lot area and yard requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.
- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

(Ord. No. 4434, §1 (Ex. A), 11-19-02; Ord. 4717, 7-5-05; Ord. 4764, 09-20-05)

161.30-161.99 Reserved

EXHIBIT "E"

The following language is to be inserted in Chapter 162 Use Units:

162.01 Establishment/Listing

(D) Unit 4. Cultural and recreational facilities.

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included uses.*

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

Cross-reference(s)--Parking and Loading, Ch. 172.

(E) Unit 5. Government facilities.

(1) *Description.* Unit 5 consists of the main facilities of government agencies.

(2) *Included uses.*

City or county jail
Courts of law
Fire station
Governmental agencies and offices
Library
Police station
Post office
Detention Home

(T) Unit 20. Commercial recreation, large sites.

(1) *Description.* Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the city. Uses in this unit have an adverse effect on certain other uses, in that they are often noisy and are large traffic generators.

(2) *Included uses.*

Amusement park *
Drag strip
Drive-in theater
Fairgrounds
Fishing dock
Go-cart track
Golf range, golf course
Miniature golf
Race track
Zoo

EXHIBIT "F"

The following language is to be inserted in Chapter 164 Supplementary District Regulations:

164.12 Nonconforming Uses and Structures

(l) Designated Preservation Structures. Significant structures as designated by City Council resolution as worthy of preservation shall be exempted from the provisions of this section.

DRAFT

EXHIBIT "G"

Language to be inserted in Chapter 166 Development:

166.14 Commercial Design And Development Standards

(B) *Applicability.* Commercial design and development standards apply to all commercial and office development.

DRAFT

EXHIBIT "H"

Language to be inserted in Chapter 167 Tree Preservation and Protection:

167.04 Tree Preservation and Protection During Development

(C) *Canopy area.* In all new Subdivisions, Large Scale Developments, Industrial and Commercial Developments, and all other improvements listed above, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the Applicant has been approved for On-Site Mitigation or Off-Site Alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the Applicant is seeking approval, less the right-of-way and park land dedications. An Applicant shall not be required to plant trees in order to reach the Percent Minimum Canopy requirement on land where less than the minimum exists prior to development, unless trees have been removed.

**Table 1
Minimum Canopy Requirements**

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential - One Half Unit per Acre	25%
RSF-1, Single-family Residential - One Unit per Acre	25%
RSF-2, Single-family Residential - Two Units per Acre	20%
RSF-4, Single-family Residential - Four Units per Acre	25%
RSF-7, Single-family Residential - Seven Units per Acre	20%
RSF-8, Single-family Residential - Eight Units per Acre	20%
R-O, Residential - Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-family Residential - Six Units per Acre	20%
RMF-12, Multi-family Residential - Twelve Units per Acre	20%
RMF-18, Multi-family Residential - Eighteen Units per Acre	20%
RMF-24, Multi-family Residential - Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential - Forty Units per Acre	20%
C-1, Neighborhood Commercial	20%
C-2, Thoroughfare Commercial	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%

MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

DRAFT

EXHIBIT "I"

Language to be inserted in Chapter 172 Parking and Loading:

172.05 Standards For The Number Of Spaces By Use

(A) Off-street parking.

- (2) *Change of use – waiver.* Downtown Core, Main Street Center, and Downtown General zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.
- (3) *Building footprint – waiver.* In Downtown Core, Main Street Center and Downtown General zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.
- (4) *Downtown Core, Main Street Center, and Downtown General Zoning Districts accessory outdoor use areas -* Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the C-3 and C-4 zoning districts.

EXHIBIT "J"

Language to be inserted in Chapter 174 Signs:

174.10 On-Site Freestanding Signs

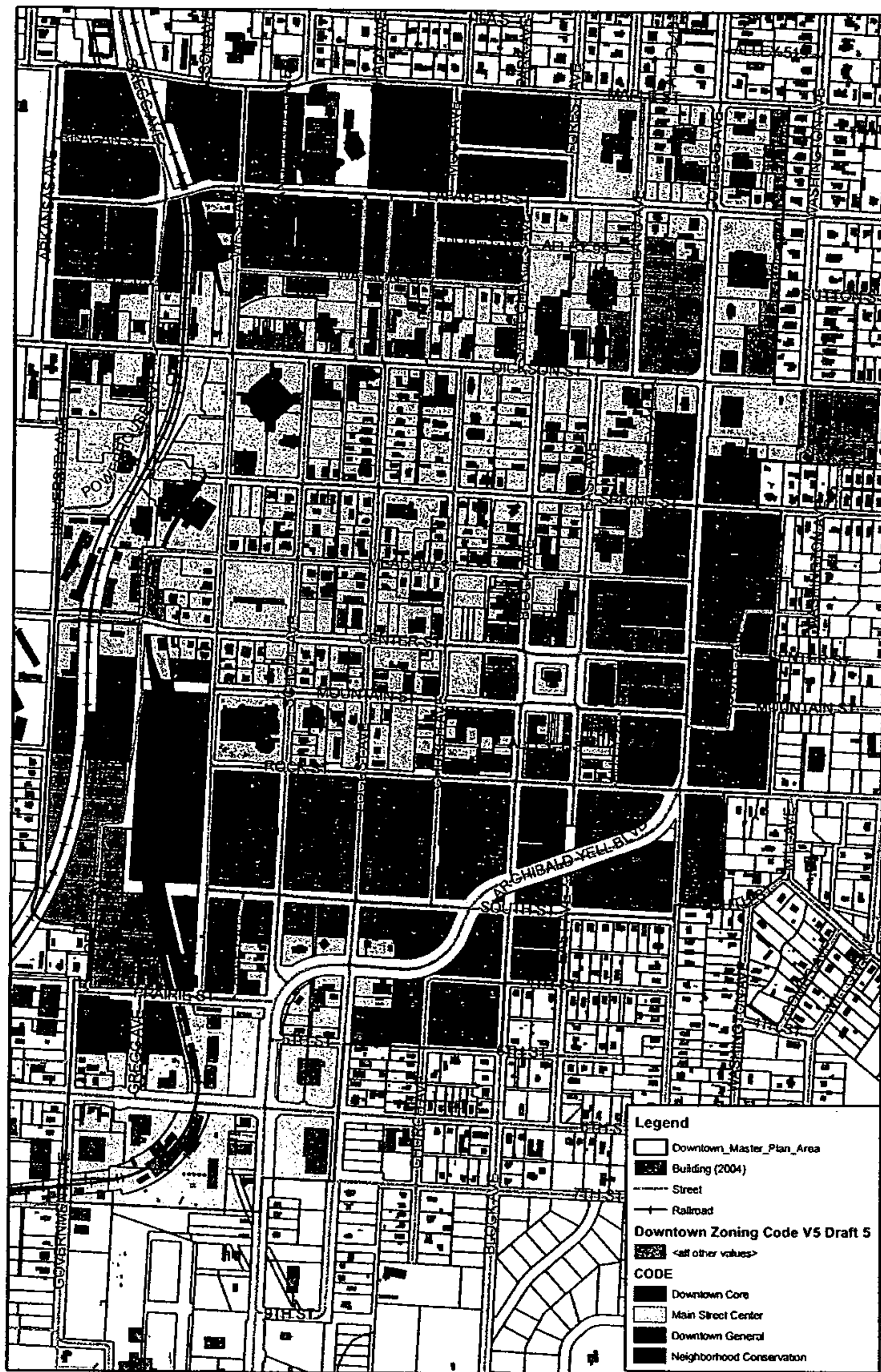
It shall be unlawful to erect any freestanding sign which total height is greater than 30 feet above the level

(D) *C Districts and Downtown Master Plan Zoning Districts (Downtown Core, Main Street Center, Downtown General).*

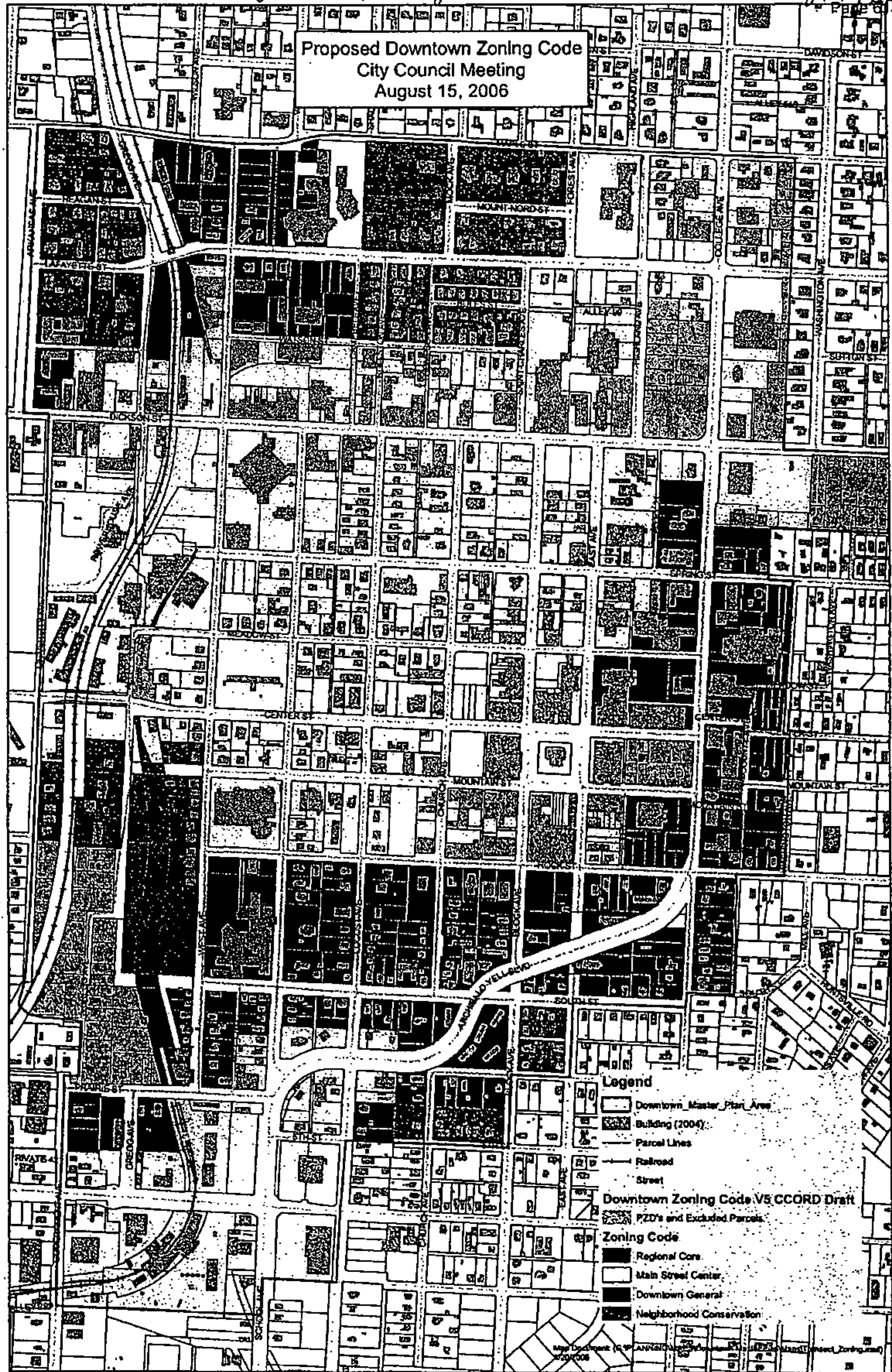
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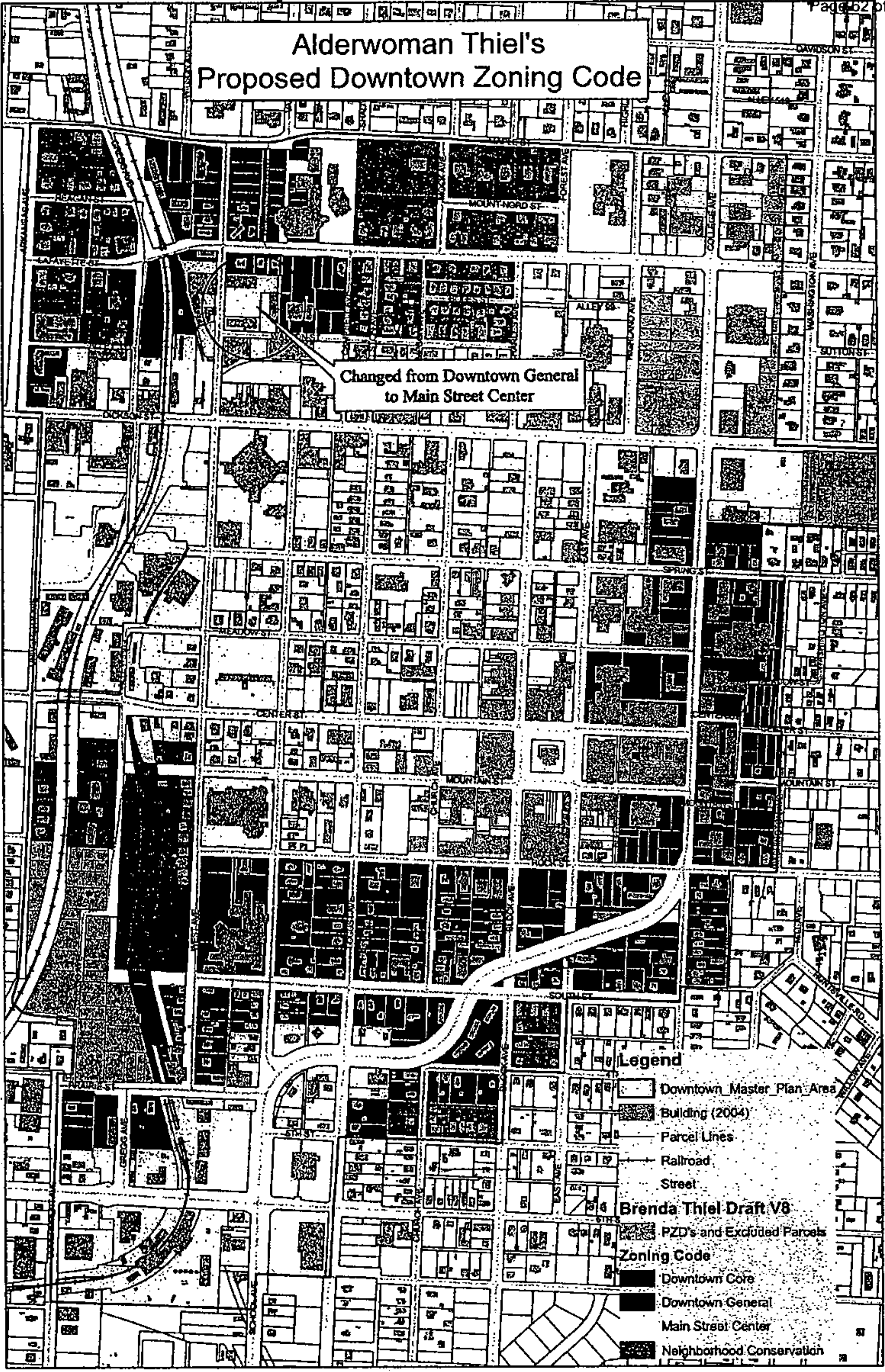
"Exhibit K"

B. 3
ADM 06-1955, 06-1956; Amend Title XV:
Downtown Master Plan Zoning Districts and Map
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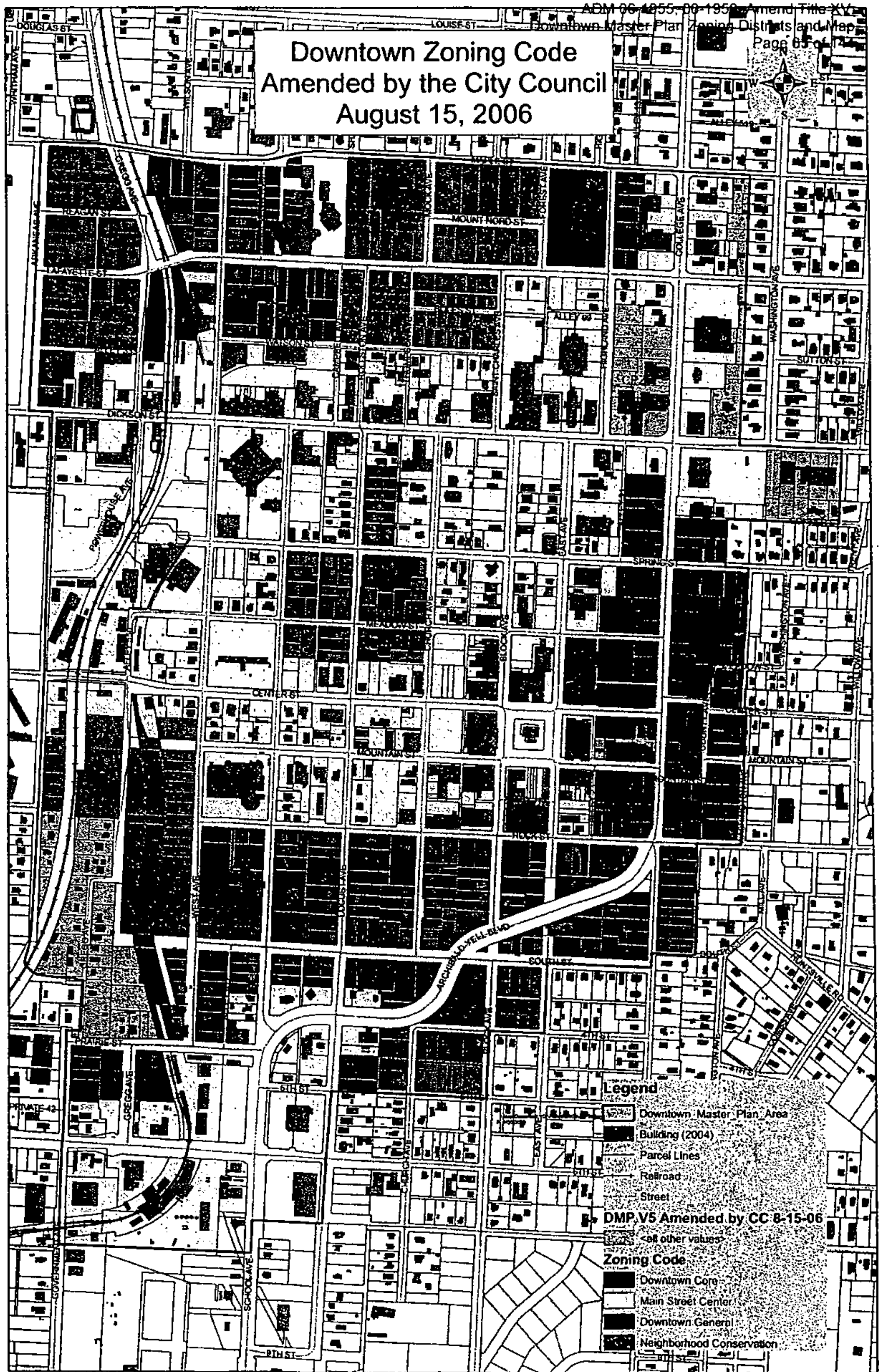


City Council Meeting - Approve





Downtown Zoning Code Amended by the City Council August 15, 2006



Agenda 5
8/8/06

ADM 06-1455,
ADM 06-1455, 06-1455, Amend Title XV:
Downtown Master Plan Zoning Districts and Map
Page 64 of 144
Amend Title XV



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

TO: Mayor and City Council

THRU: Gary Dumas, Operations Director
Tim Conklin, Planning and Development Management Director

FROM: Leif Olson, Long Range Planner

DATE: August 8, 2006

SUBJECT: Downtown Master Plan Zoning Code Amendments to the Unified Development Code

Planning Staff recommends the following amendments to the Unified Development Code (UDC) in order to clarify language regarding the removal of the C-4 Downtown District and the adoption of the Downtown Master Plan (DMP) zoning districts. Significant changes have been made to Chapter 161 – Zoning Districts, and this chapter should be readopted in its entirety. Staff has proposed amendments to the Neighborhood Conservation Zoning District which would set density limits and remove some of the use units allowed in this district.

Additionally, Staff recommends amending the following chapters which are impacted by the adoption of the DMP zoning districts: 151 – Definitions, 156 – Variances, 160 – Zoning Districts, 162 – Use Units, 164 – Supplementary District Regulations, 166 – Development, 167 – Tree Preservation, 172 – Parking and Loading, and 174 – Signs. Planning Staff also recommends amending the City of Fayetteville's Official Zoning Map by adopting the proposed Downtown Zoning Districts.

In order to clarify the amendments that are proposed this report steps through each chapter and explains what has been added or removed.

Chapter 151 Definitions has been amended to add new definitions that relate to the Downtown Master Plan Zoning Districts.

Chapter 156 Variances has been amended to remove the C-4 Downtown District and replace it with the three DMP Zoning Districts.

Chapter 160 Zoning Districts has been amended to remove the C-4 Downtown District and inserting the DMP Zoning Districts.

Chapter 161 Zoning Regulations has been amended by removing the C-4 Downtown District and inserting the DMP Zoning Districts. Additionally, Staff is recommending that in the Neighborhood Conservation Zoning District that Use Unit 4 is moved from a Use by Right to a Conditional Use and that Use Units 5, 13, and 15 are removed altogether from this Zoning District. Staff also recommends a 10 unit per acre density and a lot area minimum of 4,000 sq. ft. Chapter 161 should be re-adopted in its entirety.

Chapter 162 Use Units has been amended to move detention homes from Use Unit 4 (Cultural and Recreational Facilities) to Use Unit 5 (Government Facilities) and to move Zoo's from use unit 4 (Cultural Recreation Facilities) to Use Unit 20 (Commercial Recreation, large sites). This does not relate specifically to the Downtown Master Plan, however, staff felt that these changes were warranted and now was a good time to propose moving these Use Units.

Chapter 164 Supplementary District Regulations has been amended to add language that enables the City Council to designate structures for preservation. This amendment is necessary to exclude certain civic or cultural structures from the provisions of the Downtown Master Plan.

Chapter 166 Development has been amended to remove the table of commercial districts from the Commercial Design and Development Standards and replace it with language that applies to all commercial and office development.

Chapter 167 Tree Preservation and Protection has been amended to include the Downtown Master Plan Zoning Districts with accompanying tree preservation percentages to the Tree Preservation Percentage table.

Chapter 172 Parking and Loading has been amended to add the DMP Zoning Districts to the standards for the number of spaces by use section.

Chapter 174 Signs has been amended to add the DMP Zoning Districts to the requirements for on-site free standing signs.

Language to be removed is in ~~strikethrough~~ and language to be added is in **bold**.

EXHIBIT "A"

Language to be removed is in strikethrough and language to be added is in bold to be inserted in Chapter 151 Definitions:

§151.01 Definitions.

- (1) ~~Appurtenances: Architectural features consisting of awnings, marquees, porches, stoops, balconies, turrets, cupolas, balconies, colonnades, and arcades.~~
- (2) ~~Arcade: A colonnade composed of a counterthrusting arches.~~
- (3) ~~Awning: A flexible roof like cover that extends out from an exterior wall and shields a window, doorway, sidewalk, or other space below from the elements.~~
- (4) ~~Balcony: An open habitable portion of an upper floor extending beyond a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.~~
- (5) ~~Baluster: A short vertical member use to support a railing or coping.~~
- (6) ~~Balustrade: A railing together with its supporting balusters or posts, often used at the front of a parapet.~~
- (7) **Block:** A combination of building lots, the perimeter of which abuts streets.
- (8) **Build-to line:** A build-to line identifies the precise horizontal distance from a street right-of-way that the building shall be built to, in order to create a uniform line of buildings along the street.
- (9) **Build-to Zone:** A build-to zone is a range of allowable distances from a street right-of-way that the building shall be built to in order to create a moderately uniform line of buildings along the street.
- (10) **Building frontage:** The vertical side of a building which faces the primary space or street and is built to the Build-to line.
- (11) **Building Height:** Building height shall be measured vertically from the existing natural grade to any part of the structure, excluding spires, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof and not intended for human occupancy. To verify whether the height of a proposed structure is below the maximum height allowed, project a parallel plane above the existing natural grade and across the entire parcel. If the structure is below the upper line, then the height limitation has been satisfied.
- (12) **Civic Building:** Structure used primarily for public education, cultural performances, gatherings and displays administered by non-profit cultural, educational, governmental, and religious organizations.
- (13) ~~Colonnade: A roofed structure, extending over the sidewalk, open to the street except for supporting columns or piers.~~
- (14) ~~Cornice: projecting horizontal decorative molding along the top of a wall or building.~~

- (15) ~~Cupola: A domelike structure surmounting a roof or dome, often used as a lookout or to admit light and air.~~
- (16) **Curb Radius:** The curved edge of street paving at an intersection, measured at the inside travel edge of the travel lane.
- (17) **Dwelling, live/work:** A dwelling unit within which an at-home business is encouraged. Businesses are limited to a maximum of two employees that do not dwell in the principal or accessory dwelling unit.
- (18) **Dwelling, rowhouse:** An attached single-family dwelling unit located on land owned by the unit owner and situated in a row of two (2) or more similar horizontally attached dwelling units, each unit having its own separate water, sanitary sewer, ventilation and heating system, inclusive of separate utility service lines and meters, and which is separated from attached adjacent dwelling units by a fire-resistant common wall.
- (19) ~~Expression Line: A horizontal line, the full width of a facade, expressed by a material change or by a continuous projection not less than two (2) inches nor more than one (1) foot deep.~~
- (20) **Frontage Line:** The property line or lines of a lot which coincide with a right-of-way or other public open space.
- (21) **Habitable Space:** Building space whose use involves human presence. Habitable space excludes parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.
- (22) **Liner Building:** A building built in front of a parking garage, cinema, supermarket etc., to conceal large expanses of blank wall area and to face the street space with a facade that has doors and windows.
- (23) ~~Lintel: a horizontal beam that supports the weight of the wall above a window or door.~~
- (24) **Marquee:** A permanently roofed architectural projection the sides of which are vertical and are intended for the display of signs and which is supported entirely from an exterior wall of a building.
- (25) ~~Mullions: Strips of wood or metal that separate and hold in place the panes of a window.~~
- (26) **Parapet:** A low guarding wall at the edge of a roof, terrace, or balcony.
- (27) ~~Paseo: A cross-block, primarily pedestrian passage connecting one right of way or paseo to another. Paseos shall be designed for pedestrian comfort, either shaded by trees or by the buildings that line the space.~~
- (28) ~~Plaza: An unroofed public open space with a majority of paved surface. Plazas are fronted with buildings.~~
- (29) **Principal Façade (For purposes of placing buildings along build-to lines or build-to zones):** The front plane of a building not including stoops, porches, or other attached architectural features.
- (30) **Rear Access Lane:** A publicly or privately owned secondary way that affords access to the side or rear of abutting property.

- (31) ~~Shared Parking~~: A system of parking, typically applied to buildings of differing uses that each have peak parking demands at different times within a 24-hour period, thereby allowing some parking spaces to be shared.
- (32) ~~Square~~: An open space surrounded by streets or other vehicular passages.
- (33) ~~Stoop~~: A small platform and / or entrance stairway at a house door, commonly covered by a secondary roof or awning.
- (34) **Storefront**: The portion of a building at the first story of a retail frontage that is made available for retail use.
- (35) ~~Story~~: A floor level within a building.
- (36) ~~Streetwall~~: The vertical surface of a building or structure that faces public open space.
- (37) ~~Structured Parking~~: Layers of parking stacked vertically.
- (38) ~~Thoroughfare~~: A group of walkable streets.
- (39) ~~Thoroughfare, Alley~~: A traditional, pedestrian scale thoroughfare serving working functions of loading, service and employee pedestrian access at the rear of commercial and mixed-use buildings.
- (40) ~~Thoroughfare, Boulevard~~: A principle traditional thoroughfare designed to encourage pedestrian mobility while traversing a community. Boulevards generally have center medians, street trees, sidewalks and parallel parking. Where higher traffic volumes occur, Multi-way Boulevards are specified with center travel lanes, adjacent medians and lower speed, outside access lanes. The outer lanes and medians are pedestrian friendly and the center lanes serve motor vehicle mobility.
- (41) ~~Thoroughfare, Lane~~: A traditional, walkable thoroughfare serving the pedestrian mobility and access needs at the rear of residential and mixed-use units.
- (42) ~~Thoroughfare, Main Street~~: A traditional thoroughfare with features that encourage pedestrian movement, serving a compact mix of land uses. Main Streets have parallel parking on both sides and, where the uses are more compact and activity is more intense, angle (or diagonal) parking is specified.
- (43) ~~Thoroughfare, Road~~: A general traditional thoroughfare found in a less dense urban setting. Typically, parking is not adjacent to the travel way and curbs are rare.
- (44) ~~Thoroughfare, Street~~: A general, traditional thoroughfare serving pedestrian mobility, with two or four travel lanes and parking generally on one or two sides.
- (45) ~~Turret~~: A small tower or tower-shaped projection on a building.

EXHIBIT "B"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 156 Variances:

§156.02 Zoning Regulations

(B)(3)(a) *Number of spaces.* The Planning Commission shall have the authority to vary the number of off-street parking spaces required in ~~C-3 and C-4~~ **the Downtown Core, Main Street Center and Downtown General Districts.**

(B)(3)(c) *Conditions.* All waivers shall meet the conditions listed below.

(i) ~~C-3 and C-4 Downtown Core, Main Street Center, and Downtown General Districts.~~ **Conditions for waivers in Downtown Core, Main Street Center, and Downtown General Districts:**

(B)(5) *Building height variance in residential single-family zoning districts.*

(a) The Planning Commission shall have the authority to grant a variance to allow a proposed structure to exceed building height limits in Residential Single-Family ~~all~~ **all** Zoning Districts in those instances where, owing to special conditions and circumstances, literal enforcement of the building height restrictions would result in unnecessary hardship or the applicant can show that the additional height requested will not adversely affect adjoining or neighboring property owners.

EXHIBIT "C"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 160 Zoning Districts

160.01 Establishment of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One Half Unit per Acre
RSF-1	Residential Single-family - One Unit per Acre
RSF-2	Residential Single-family - Two Units per Acre
RSF-4	Residential Single-family - Four Units per Acre
RSF-7	Residential Single-family - Seven Units per Acre
RT-12	Residential Two and Three-family
RMF-6	Residential Multi-family - Six Units per Acre
RMF-12	Residential Multi-family - Twelve Units per Acre
RMF-18	Residential Multi-family - Eighteen Units per Acre
RMF-24	Residential Multi-family - Twenty-Four Units per Acre
RMF-40	Residential Multi-family - Forty Units per Acre
R-O	Residential-Office
C-1	Neighborhood Commercial
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
C-4	Downtown
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
R-PZD	Residential Planned Zoning District
C-PZD	Commercial Planned Zoning District
I-PZD	Industrial Planned Zoning District

EXHIBIT "D"

Language to be removed is in strikethrough and language to be added is in bold. This chapter is being re-adopted in its entirety.

**TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 161 ZONING REGULATIONS**

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CHAPTER 161: ZONING REGULATIONS

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161.01 Application of District Regulations

Minimum regulations/exceptions. The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly for each class or kind of structure or land, except as hereinafter provided:

- (A) *General.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all the regulations herein specified for the district in which it was located.
- (B) *Limitations.* No building or other structure shall hereafter be erected or altered:
 - (1) *Height/bulk.* To exceed the height or bulk;
 - (2) *Number of units.* To accommodate or house a greater number of units;
 - (3) *Lot area.* To occupy a greater percentage of lot area;
 - (4) *Setback/open spaces.* To have narrower or smaller rear setbacks, front setbacks, side setbacks, or other open spaces than herein required; or
 - (5) *Other.* In any other manner contrary to the provisions of this chapter.
- (C) *Independent compliance.* No part of a setback, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this chapter shall be included as part of a setback, open space, or off-street parking or loading space similarly required for any other building.
- (D) *Effective date.* No setback or lot existing on June 29, 1970, shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks or lots created after June 29, 1970, shall meet at least the minimum requirements established by this chapter.
- (E) *Annexation.* All territory which may hereafter be annexed to the city shall be considered to be in District A-1 until the territory is rezoned as provided herein.
- (F) *Measuring setbacks.*
 - (1) *Front.* Measured from the street right-of-way, or street right-of-way setback as required by the Master Street Plan.
 - (2) *Side.* Measured from the side property line.
 - (3) *Rear.* Measured from the rear property line.
 - (4) *Corner.* A corner lot has two fronts and two sides.
- (G) *Conditional Uses.* These uses are permissible if approved by the Planning Commission. See Chapter 163, Use Conditions.

(Code 1965, App. A., Art. 3; Ord. No. 1747, 6-29-70; Code 1991, §160.016; Ord. No. 4100, §2 (Ex. A), 6-16-98)

161.02 Certificate Of Zoning Compliance

- (A) *Required.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered, or enlarged in its use or structure until a certificate of zoning compliance shall have been issued therefore by the Zoning and Development Administrator stating that the proposed use of the building or land conforms to the requirements

of this chapter.

- (B) *Nonconforming use/structure.* No non-conforming structure or use shall be renewed, changed, or extended until a certificate of zoning compliance shall have been issued by the Zoning and Development Administrator. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this chapter. The Zoning and Development Administrator shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.
- (C) *Authorized construction/use.* Certificates of zoning compliance issued on the basis of plans and applications approved by the Zoning and Development Administrator authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

(Code 1965, App. A., Art. 9(3), (5); Ord. No. 1747, 6-29-70; Code 1991, §§160.192, 160.194; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Cross reference(s)—Enforcement, Ch. 153.

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.04 District Rsf-.5, Residential Single-Family – One Half Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of two acres and a maximum gross density of approximately one-half unit per acre.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half (approximately)
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot area minimum	71,438 Sq. Ft.
Land area per dwelling unit	71,438 Sq. Ft.

(D) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(E) *Building area.* None.

(Code 1991, §160.043; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.05 District Rsf-1, Residential Single-Family – One Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(F) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(G) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(H) *Density.*

Units per acre	1
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(D) *Bulk and area regulations.*

Lot width minimum	150 ft.
Lot area minimum	35,720 Sq. Ft.
Land area per dwelling unit	35,720 Sq. Ft.

100 *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

100 *Building area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4858, 4-18-06)

161.06 District Rsf-2, Residential Single-Family – Two Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

100 *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

100 *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

100 ©Density.

Units per acre	2
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(D) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	17,860 Sq. Ft.
Land area per dwelling unit	17,860 Sq. Ft.

(E) *Setback requirements.*

Front	Side	Rear
30 ft.	15 ft.	30 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* None.

(Code 1991, §160.045; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

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.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District 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.
HOD Front	HOD Side	HOD Rear
15 ft.	5 ft.	15 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.08 District Rsf-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose.* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	7 or less	8.5
Two-family dwelling units per acre	—	Option: 15% of the lot, maximum

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(2) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

Cross reference(s)--Variance, Ch. 156.

161.09 District RSF-8, Residential Single-Family – 8 Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	8 or less	—
Two-family dwelling units per acre	—	8

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.
Townhouse, no more than two attached	25 ft.

(2) *Lot area minimum.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	5 ft.

(F) Height regulations.

Building height maximum	45 ft.
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- (G) Building area.** The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05)

161.09-161.10 District RT-12, Residential Two And Three Family

- (A) Purpose.** The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) Density.

Units per acre	12 or less
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(D) Bulk and area regulations.

	Single-family	Two-family	Three-family
Lot width minimum	60 ft.	70 ft.	90 ft.
Lot area minimum	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) Setback requirements.

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height regulations.*

Building height maximum	30 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

Cross reference(s)--Variance, Ch. 156.

161-10-161.11 District Rmf-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 6
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse:	

•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

~~161.11~~ 161.12 District Rmf-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre.	4 to 12
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.12-161.13 District Rmf-18, Residential Multi-Family – Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 18
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.

One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)–Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

~~161-13~~ 161.14 District Rmf-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 24
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
•No bedroom	1,700 sq. ft.
•One bedroom	1,700 sq. ft.
•Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.
HOD Single Family Front	HOD Single Family Side	HOD Single Family Rear
15 ft.	8 ft.	15 ft.
HOD Two Family Front	HOD Two Family Side	HOD Two Family Rear
15 ft.	8 ft.	15 ft.
HOD Multi Family Front	HOD Multi Family Side	HOD Multi Family Rear
15 ft.	8 ft.	15 ft.

Cross reference(s)—Variance, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.14-161.15 District Rmf-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
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Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	16 to 40
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(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

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161-15-161.16 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
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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
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(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Side, in the Hillside Overlay District	8 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 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)

161.16-161.17 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)

161-17-161.18 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Professional offices
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Height regulations.* In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A, Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05)

161.18-161.19 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Offices, studios, and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Trades and services

Unit 28	Center for collecting recyclable materials
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

(F) *Height regulations.* Maximum height is six stories or 84 feet whichever is less. Above four stories, there shall be a stepback of the building's principal façade of at least fifteen feet. The height shall be measured from the mean elevation of the finished grade or sidewalk at the frontage line, whichever is higher, to the eave of the roof or cornice for a building with a parapet.

Buildings already in existence or for which a Large Scale Development or Planned Zoning District has been fully approved prior to the date of passage of this ordinance shall be grandfathered in and not be considered as nonconforming structures as a result of the passage of this ordinance.

(Code 1965, App. A, Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; 4863, 5-02-06)

161.19 District C-4, Downtown

(A) *Purpose.* ~~The Downtown District is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses.~~

(B) *Uses.*

(1) *Permitted uses.*

Unit-1	City-wide uses by right
Unit-4	Cultural and recreational facilities
Unit-5	Government facilities
Unit-12	Offices, studios and related services
Unit-13	Eating places
Unit-14	Hotel, motel, and amusement facilities
Unit-15	Neighborhood shopping goods
Unit-16	Shopping goods

Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 34	Liquor stores

(2) Conditional uses:

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Trades and services
Unit 18	Gasoline service station & drive-in restaurants
Unit 26	Multi-family dwellings
Unit 28	Center for collecting recyclable materials
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(G) Density: None.

(D) Bulk and area regulations: None.

(E) Setback regulations:

Front	5 ft.
Front, if a sidewalk is in existence or to be provided	None
Side	None
Side, when contiguous to a residential district	40 ft.
Rear, without easement or alley	None
Rear, from center line of an easement or alley	8 ft.

(Code 1965, App. A., Art. 5(VII(a)); Ord. No. 2148, 10-7-75; Ord. No. 2351, 6-21-77; Ord. No. 2362, 8-2-77; Ord. 1747, 6-29-70; Code 1991, §160.038; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.20 Downtown Core

(a) **Purpose.** Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(b) **Uses.**

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities

Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and Services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 24	Home occupations
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 80% of lot width.

(g) *Height regulations.* Maximum height is 12 stories or 168 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.21 Main Street / Center

(a) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street / Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the *Center* are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street / Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street Center district is a commercial zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline services stations and

	drive in restaurants
Unit 24	Home occupations
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 75% of lot width.

(g) *Height regulations.* Maximum height is 6 stories or 84 feet which ever is less. Above four stories there shall be a stepback of the building's principal façade of no less than 15 ft.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.22 Downtown General.

(a) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(c) *Density.* *None*

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 50% of lot width.

(g) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.23 Neighborhood Conservation

(a) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the *Neighborhood Conservation* district is a residential zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4.	Cultural and recreational facilities

Unit 5	Government Facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Professional services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(c) *Density.* None. 10 Units/Acre

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all Unit Types)	40 ft.
Single Family	
Two Family	50 ft.
Three Family	60 ft.

(2) *Lot area minimum.* None. 4,000 Sq. Ft.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the

	front property line.
Side, internal, if adjoining a similar use unit.	5 ft.
Side, internal, if adjoining a different use unit	5 ft.
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 40% of lot width.

(g) *Height regulations.* Maximum height is 3 stories or 45 feet which ever is less.

161.20-161.24 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 6	Agriculture
Unit 12	Offices, studios and related facilities
Unit 13	Eating places
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Professional offices
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear, when adjoining C, I, or P districts	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.21-161.25 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(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 12	Offices, studios and related services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 28	Center for collecting recyclable materials

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) Setback regulations.

Front, when adjoining A or R districts	100 ft.
Front, when adjoining C, I or P districts	50 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I or P districts	25 ft.
Rear	25 ft.

(F) Height regulations. There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 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 25 feet.

(G) Building area. None.

(Code 1965, App. A., Art. 5(DX); Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.040; Ord. No. 3971, §2, 5-21-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.22-161.26 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)

~~161.23~~ 161.27 District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 30	Extractive uses

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Lot width minimum	The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles.
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(2) *Lot area minimum.*

Lot area minimum	10 acres
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(E) *Setback regulations.*

From all property lines (including street frontage) when contiguous to all R districts	200 ft.
From all property lines (including street frontage) when contiguous to P, A, C, and I districts	100 ft.

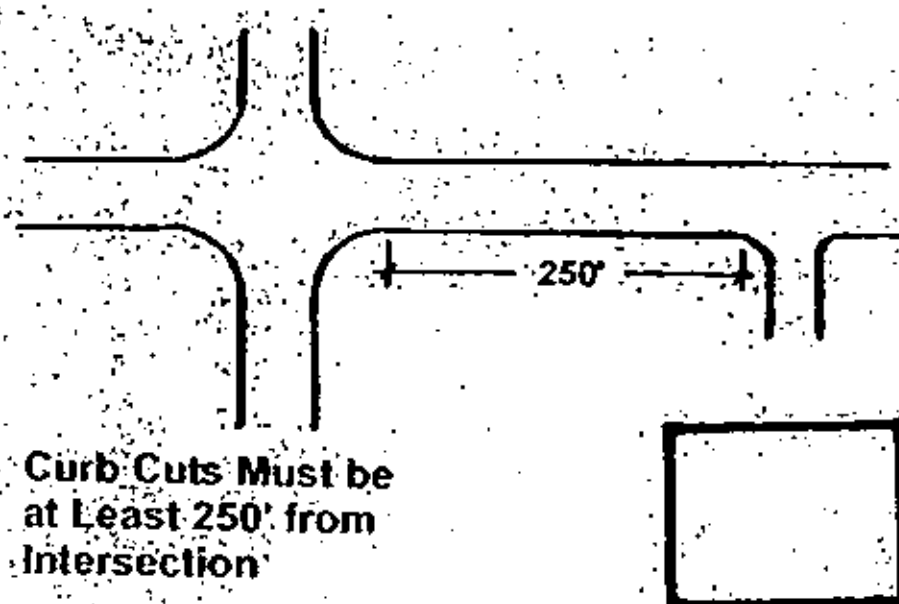
(Code 1991, §160.047; Ord. No. 3546, 4-16-91; Ord. No. 4100, §2 (Ex. A), 6-16-98, Ord. No. 4178, 8-31-99)

~~161.24~~ 161.28 Design Overlay District (I-540 Highway Corridor)

(A) *Purpose.* The purpose of establishing a Design Overlay District for the I-540 Highway Corridor is as follows:

(1) To protect and enhance the distinctive scenic quality of the I-540 Highway Corridor by providing for nonresidential developments which will maximize preservation and enhancement of the natural, rural, and open character of the terrain and foliage.

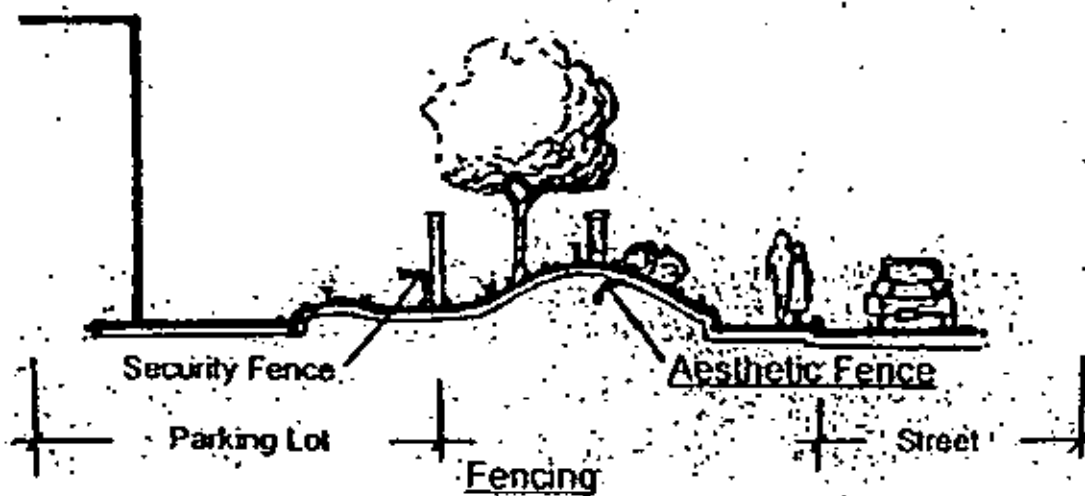
- (2) To address the issues of traffic and safety.
 - (3) To address environmental concerns which include, but are not limited to; soil erosion, vegetation preservation, drainage and heat islands.
 - (4) To preserve and enhance the economic value and viability of property within and near the Overlay District for the I-540 Highway Corridor.
- (B) *Overlay District boundaries.* The Overlay District encompasses all lands lying within 660 feet of each side of the right-of-way of I-540 from the intersection of I-540 and State Highway 471 (a/k/a 71B) north to the city limits of Fayetteville, (a/k/a the 71 Bypass and/or John Paul Hammerschmidt Expressway), and also that portion known as State Highway 471S described more fully as that portion of State Highway 471 which connects I-540 to State Highway 471 (a/k/a North College) and all future extensions of I-540 within the City of Fayetteville. Said boundaries are set out on the official plat pages along with a legal description of such boundaries located in the Planning Division.
- (C) *Application of Overlay District: Regulations and standards.* The regulations and standards contained herein shall apply to all nonresidential properties, (including, but not limited to new development), located within the Overlay District boundaries. Such regulations and standards shall be in addition to and shall overlay all other ordinance regulations and standards, including, but not limited to nonresidential zoning district and signage regulations and standards. Should the regulations and standards of the underlying and Overlay District conflict, the Overlay District regulations and standards shall control.
- (D) *Nonresidential site design and development standards.*
- (1) *Greenspace.* A minimum of 25 feet of landscaped greenspace exclusive of right-of-way shall be provided along the highway right-of-way and any public street to which the development has frontage. Parking lots shall not encroach into the greenspace and shall be screened when abutting a required greenspace area. Trees shall be planted at the interval of one tree per 30 linear feet of greenspace area when practicable.
 - (2) *Signs*
 - (a) The only permitted free standing signs shall be monument signs. Only indirect lighting may be used for illumination of all signs.
 - (b) All signs shall otherwise comply with *Chapter 174 Signs* and any variance shall be considered pursuant to § 156.06 of the *Unified Development Code*.
 - (3) *Curb cuts.* One curb shall be allowed per 200 feet of frontage. No curb cuts shall be allowed within 250 feet of any intersection.



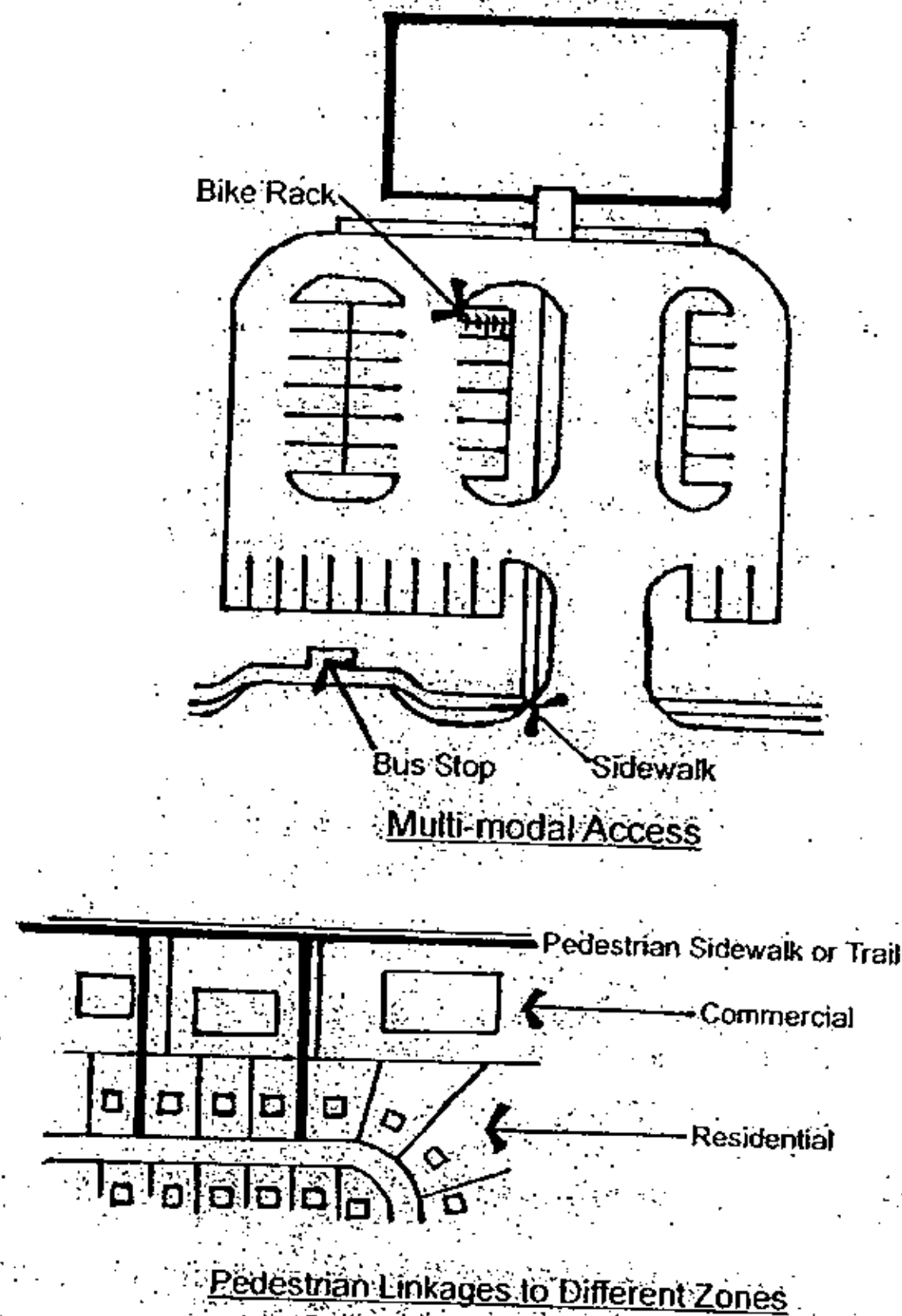
- (4) *Exterior appearance.* All structures shall be architecturally designed to have front facades facing all street

and highway right-of-way. An elevation drawing shall be submitted for each side of the building that faces a street or highway.

- (5) *Building material.* Buildings shall be constructed of wood, masonry, or natural looking materials. No structures shall be allowed that have metal side walls UNLESS such metal siding is similar in appearance to wood, masonry, or natural looking material.
- (6) *Site coverage.* Twenty-five percent (25%) of the site shall be left in open space. Eighty percent (80%) of the open space shall be landscaped which may include ponds and fountains.
- (7) *Optional fencing.* All fencing shall be constructed of wood, masonry, or natural looking materials. No optional fencing shall be located within the greenspace required by Section (D)(1). No metal fencing shall be allowed except in the following cases:
 - (a) Wrought iron fencing.
 - (b) If other types of metal fencing are necessary, for security purposes, they may be used if the area is first fenced off with a view obscuring natural or natural looking fencing material. The metal fencing shall be placed inside the view obscuring fencing, and the view obscuring fencing shall be at least the height of the metal fencing.



- (8) *Outdoor storage of material and equipment.* All outdoor storage of material and equipment shall be screened with natural vegetation.
- (9) *Access.*
 - (a) *Pedestrian.* Pedestrian access shall be provided from the street to the entrance of the structure by way of a designated trail or sidewalk.
 - (b) *Multi-modal.* Multi-modal access may be required on nonresidential sites within the Design Overlay District. (For example: The provision of bus stops, bicycle racks, parking stalls for car pools, and bicycle and pedestrian walks and trails).



- (E) *Nonresidential developments and multiple building sites.* In the case of nonresidential development involving multiple building sites, whether on one or more platted lots, the above-described regulations shall apply to the development as an entire tract rather than to each platted lot.
- (F) *Large scale development.* All nonresidential development within the Design Overlay District shall be reviewed through the large scale development procedure and shall meet all those requirements regulating large scale developments regardless of the size of the tract.
- (G) *Exemptions.*
- (1) Undeveloped or partially developed lots in nonresidential subdivisions lying within the Design Overlay District for I-540 Highway Corridor which have received preliminary or final approval as nonresidential subdivision prior to June 28, 1994, are hereby exempt from compliance with Ordinance No. 3806 (§161.21).
 - (2) Owners of lots within nonresidential subdivisions which obtained preliminary or final approval as nonresidential subdivisions prior to June 28, 1994, and not included in the specifically exempted properties may apply for an exemption to the Fayetteville Zoning and Development Administrator. The Zoning and Development Administrator shall respond to the application in writing within 10 working days of the receipt of the application.
 - (3) Completed development upon property subject to such exemption not in compliance with the standards set forth in Ordinance No. 3806 (§161.21) shall be considered pre-existing conforming structures.

- (4) Nothing contained herein shall limit or prohibit property owners from utilizing the variance provisions contained in Ordinance No. 3806 (§161.21).

(Code 1991, §160.048; Ord. No. 3821, §1, 3-5,8-9-94; Ord. No. 38-06, 6-28-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4128, §1, 12-15-98; Ord. 4725, 7-19-05; Ord. 4784, 10-18-05)

Cross reference(s)--Appeals, Ch. 155; Variances, Ch. 156.

161.25-161.29 Planned Zoning District

- (A) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
- (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) *No negative impact.* Does not have a negative effect upon the future development of the area;
- (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) *General Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.

- (B) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

(C) R - PZD, Residential Planned Zoning District.

- (1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

- (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's General Plan and the orderly development of the city.
 - (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
 - (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
 - (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
 - (e) To encourage the efficient use of those public facilities required in connection with new residential development.
- (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (D) *C-PZD, Commercial Planned Zoning District*
- (1) *Purpose and intent.* The C-PZD is intended to accommodate mixed-use developments containing any combination, including multiple combinations of commercial, office or residential uses in a carefully planned configuration in such a manner as to protect and enhance the availability of each independent use. The C-PZD is also intended to accommodate single use commercial developments that are determined to be more appropriate for a PZD application than a general commercial rezoning. The legislative purposes, intent and application of this district include, but are not limited to, the following:
- (a) To encourage the clustering of commercial and office activities within areas specifically designated to accommodate such uses and to discourage the proliferation of commercial uses along major thoroughfares and noncommercial areas.
 - (b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.
 - (c) To encourage orderly and systematic commercial, office or mixed use development design or a combination thereof, providing for the rational placement of activities, vehicular and pedestrian circulation, access and egress, loading, landscaping and buffering strips.
 - (d) To encourage commercial development which is consistent with the city's General Plan.
 - (e) To accommodate larger scale suburban developments of mixed-uses in a harmonious relationship.
- (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

(3) *Conditions.*

- (a) In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
- (b) Residential uses must be appropriate to the design of the project.
- (c) Warehousing and light industrial uses shall have a gross area per use that does not exceed five thousand (5,000) square feet and at least twenty percent (20%) of the floor area used for retail sales.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

(E) *I-PZD Industrial Planned Zoning District.*

- (1) *Purpose and intent.* The I-PZD is intended to accommodate industrial parks and single use industrial developments that are determined to be more appropriate for a PZD application than a general industrial rezone. The legislative purpose, intent and application of this district include, but are not limited to, the following:
 - a. To provide for manufacturing activities in a manner compatible with the surrounding area.
 - b. To encourage the application of sound planning and design principles in the orderly development of industrial activities.
 - c. To maximize manufacturing potential without adversely affecting the living environment of the community.
 - d. To encourage industrial development that is consistent with the city's General Plan.
- (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified; subject to City Council approval of the Planned Zoning District request.
 - (a) In no instance shall the industrial use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
 - (b) Ancillary commercial and office uses shall be compatible with the design and scale of the project.
 - (c) Residential uses must be appropriate to the scope and character of the development.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

(F) *Bulk and area regulations.*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - 1. The densities of surrounding development;
 - 2. the densities allowed under the current zoning;
 - 3. the urban development goals and other policies of the city's General Plan;
 - 4. the topography and character of the natural environment; and

5. the impact of a given density on the specific site and adjacent properties.
- (2) *Lot area and yard requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.
- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

(Ord. No. 4434, §1 (Ex. A), 11-19-02; Ord. 4717, 7-5-05; Ord. 4764, 09-20-05)

161.26 District RSF-8, Residential Single Family—8 Units Per Acre

(A) *Purpose.* ~~The RSF-8 Residential District is designed to bring historic-platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.~~

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	By Right	Conditional Use
Single family—dwelling units per acre	8 or less	—
Two-family dwelling units per acre	—	—8

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	50 ft.
Two-family	60 ft.

Townhouse, no more than two attached	25 ft.
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(2) Lot area minimum:

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(3) Land area per dwelling unit:

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) Setback requirements:

Front	Side	Rear
45 ft.	5 ft.	5 ft.

(F) Height regulations:

Building height maximum	45 ft.
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(G) Building area. The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area:

(Ord. 4783, 10-18-05)

161.30-161.99 Reserved

EXHIBIT "E"

The following language is to be inserted in Chapter 162 Use Units:

162.01 Establishment/Listing

(D) Unit 4. Cultural and recreational facilities.

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included uses.*

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

Cross-reference(s)—Parking and Loading, Ch. 172.

(E) *Unit 5. Government facilities.*

(1) *Description.* Unit 5 consists of the main facilities of government agencies.

(2) *Included uses.*

City or county jail
Courts of law
Fire station
Governmental agencies and offices
Library
Police station
Post office
Detention Home

(T) *Unit 20. Commercial recreation, large sites.*

(1) *Description.* Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the city. Uses in this unit have an adverse effect on certain other uses, in that they are often noisy and are large traffic generators.

(2) *Included uses.*

Amusement park *
Drag strip
Drive-in theater
Fairgrounds
Fishing dock
Go-cart track
Golf range, golf course

Miniature golf
Race track
Zoo

EXHIBIT "F"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 164 Supplementary District Regulations:

164.12 Nonconforming Uses and Structures

(I) Designated Preservation Structures. Significant structures as designated by City Council resolution as worthy of preservation shall be exempted from the provisions of this section.

DRAFT

EXHIBIT "G"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 166 Development:

166.14 Commercial Design And Development Standards

(B) *Applicability.* ~~The standards set forth herein shall apply in the following zoning districts, except as noted:~~

- ~~_____ (1) *R O, Residential Office;*~~
- ~~_____ (2) *C 1, Neighborhood Commercial;*~~
- ~~_____ (3) *C 2, Thoroughfare Commercial;*~~
- ~~_____ (4) *C 3, Central Commercial;*~~
- ~~_____ (5) *C 4, Downtown;*~~
- ~~_____ (6) *I 1, Heavy Commercial and Light Industrial;*~~
- ~~_____ (7) *I 2, General Industrial;*~~
- ~~_____ (8) *P 1, Institutional;*~~
- ~~_____ (9) *I-1-1 Extraction;*~~
- ~~(10) *P/D, Planned Zoning District when commercial, office, institutional and industrial uses are planned.*~~
- ~~(11) *Any other zoning district when commercial, office, institutional, and industrial uses are allowed as a conditional use.*~~

(B) *Applicability.* **Commercial design and development standards apply to all commercial and office development.**

EXHIBIT "H"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 167 Tree Preservation and Protection:

167.04 Tree Preservation and Protection During Development

(C) *Canopy area.* In all new Subdivisions, Large Scale Developments, Industrial and Commercial Developments, and all other improvements listed above, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the Applicant has been approved for On-Site Mitigation or Off-Site Alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the Applicant is seeking approval, less the right-of-way and park land dedications. An Applicant shall not be required to plant trees in order to reach the Percent Minimum Canopy requirement on land where less than the minimum exists prior to development, unless trees have been removed.

Table 1
 Minimum Canopy Requirements

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential - One Half Unit per Acre	25%
RSF-1, Single-family Residential - One Unit per Acre	25%
RSF-2, Single-family Residential - Two Units per Acre	20%
RSF-4, Single-family Residential - Four Units per Acre	25%
RSF-7, Single-family Residential - Seven Units per Acre	20%
RSF-8, Single-family Residential - Eight Units per Acre	20 %
R-O, Residential -Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-family Residential - Six Units per Acre	20%
RMF-12, Multi-family Residential - Twelve Units per Acre	20%
RMF-18, Multi-family Residential - Eighteen Units per Acre	20%
RMF-24, Multi-family Residential - Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential - Forty Units per Acre	20%
C-1, Neighborhood Commercial	20%
C-2, Thoroughfare Commercial	15%
C-3, Central Business Commercial	15%

C-4 Downtown	40%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

DRAFT

EXHIBIT "1"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 172 Parking and Loading:

172.05 Standards For The Number Of Spaces By Use

(A) Off-street parking.

- (2) **Change of use – waiver.** In ~~C-3 and C-4~~ **Downtown Core, Main Street Center, and Downtown General** zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.
- (3) **Building footprint – waiver.** In ~~C-3 and C-4~~ **Downtown Core, Main Street Center and Downtown General** zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.
- (4) ~~C-3 and C-4~~ **Downtown Core, Main Street Center, and Downtown General Zoning Districts** accessory outdoor use areas - Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the ~~C-3 and C-4 Downtown Core, Main Street Center, and Downtown General~~ zoning districts.

EXHIBIT "J"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 174 Signs:

174.10 On-Site Freestanding Signs

It shall be unlawful to erect any freestanding sign which total height is greater than 30 feet above the level

(D) C Districts and Downtown Master Plan Zoning Districts (Downtown Core, Main Street Center, Downtown General).

DRAFT



Alexander Merry-Ship & Alt
Real Estate Group, Inc.
Real Estate Sales, Development
and Property Management

Richard Alexander, President
Rob Merry-Ship, Sr. Vice President

Sherree Alt, Sr. Vice President, Principal Broker
Jennifer Ellison, Business Manager

August 29, 2006

Mayor Dan Coody
City Council Members
Fayetteville, AR

Dear Mayor Coody and City Council Members,

I am writing as a representative of a majority (77%) of the property owners whose property is being considered for Downtown General Zoning in the present iteration of the Dover Kohl Downtown Master Plan now being considered by the City Council. The properties in question lie between Dickson St., Center St., School St. and Church St. (see attached Exhibit "A").

The majority of the owners of these properties would like the Council to know that they support Draft #3 of the Dover Kohl Master Plan, as previously submitted to the Planning Commission on December 8, 2005 and specifically that they support their properties inclusion in the Main Street Center zoning classification as set forth in Draft #3 of the plan, which has been approved by the Planning Commission.

In addition, the owners would like the Council to note that the majority of the properties in question are specifically not single family owner occupied. The actual usage breakdown of the properties is approximately: 45% business commercial, 20% medium to high density multi family residential, 20% single family, non-owner occupied, 9% single family, owner occupied, 5% vacant. So 91% of these properties are not single family, owner occupied, (see attached Exhibit "B").

It is also important for the Council to note that most of the property owners set forth in Exhibit "A" bought these properties in this location precisely because these properties were historically business/commercial or high density residential properties and most of these property owners bought these properties in this particular part of downtown precisely because it was historically mixed use and not a traditional single family owner occupied neighborhood. Again, and as a practical matter, these properties are bordered on almost all sides by very high density (Hillcrest Towers), business entertainment

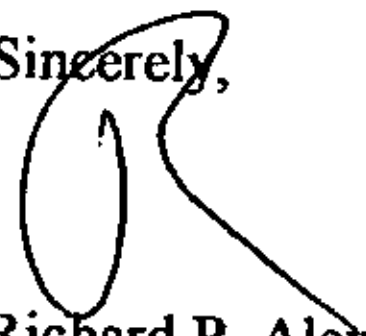
Alexander Merry-Ship & Alt
Real Estate Group, Inc.
Real Estate Sales, Development
and Property Management

Richard Alexander, President
Rob Merry-Ship, Sr. Vice President

Sheree Alt, Sr. Vice President, Principal Broker
Jennifer Ellison, Business Manager

(Walton Arts Center), or other business and commercial properties and uses located on
Dickson, Spring, Meadow, Church and Center Streets.

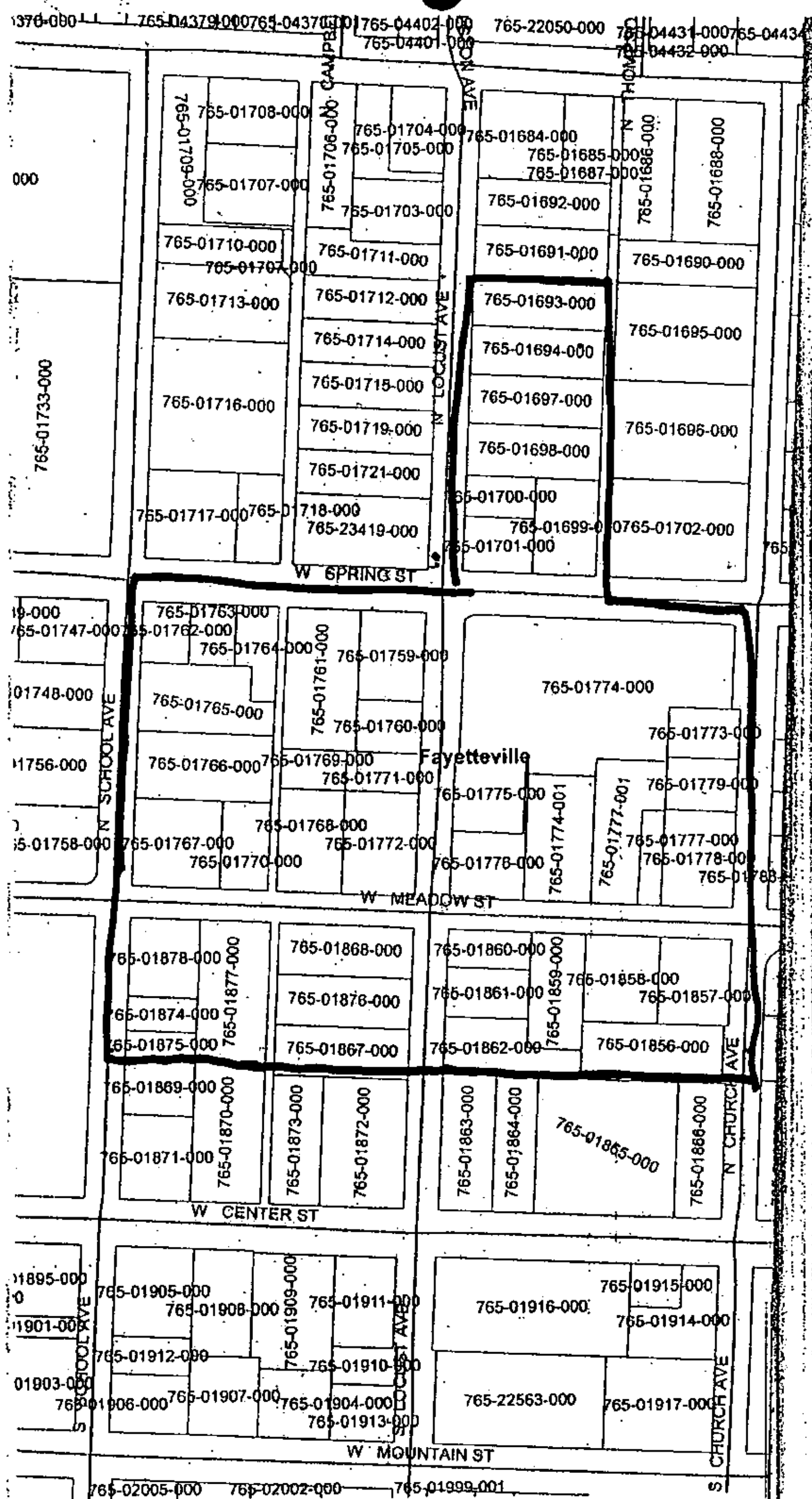
Sincerely,



Richard P. Alexander

RPA/jde

Cc: Dan Coody
Robert Reynolds
Brenda Thiel
Kyle Cook
Robert Rhoads
Bobby Ferrell
Shirley Lucas
Lionel Jordan



[illegible]

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
------	---------	-----------

GEORGE FAUCETT, MANAGING PARTNER, ANOR ASSOCIATES, LC		
---	--	--

Property - 219 Meadow St.	3593 N. College Ave. Fayetteville. AR 72703	
---------------------------	---	--

Property - 309 Spring Street		George Faucett
------------------------------	--	----------------

Jennifer Alexander	313 W. Spring	Jennifer Alexander
Beverly Block	241 Spring	Beverly Block

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
House 2	217 N. East Ave.	GREG HOUSE
Juanita Dunn	311 W. Spring	Juanita B. Dunn
Luther J. Dunn III	311 W. Spring	Luther J. Dunn III
Christina Kling	515 Rebecca St., Fayetteville, AR	Christina Kling
Jimmy C. Kling	515 Rebecca Fayetteville, AR	Jimmy C. Kling
Kenton Ross DMD	106 N. Locust	Kenton A. Ross DMD
Marcia Conley	320 W MEADOW	MARCIA DONLEY
Jimmie Alexander	121 N. School. Fayetteville, AR	

444 Meadow St

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

[illegible]

MARY MCCORMICK 115 N. Locust

Mon, McCa

Daniel McCormick 115 N. Locust

Daniel McCormick

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
Glen A. Truitt	6393 TALL OAKS LOOP S	Glen A. Truitt
Vivian J. Truitt	SPRINGDALE, AR. 72762	Vivian J. Truitt

Property located
@ 20 N. School

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

[illegible]

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties^{*} located within that zone be designated as Main Street/Center.

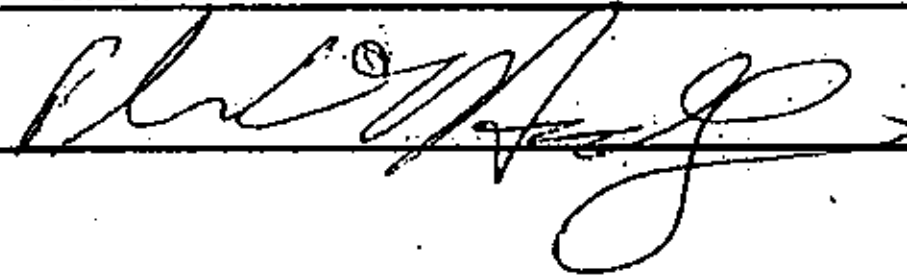
NAME

ADDRESS^{*}

SIGNATURE

Philip Hadley

301 W. SPRING ST.



We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
Evelyn E. Brooks	323 W. Spring St.	Evelyn E. Brooks
Jay M. Tolley	Fayetteville, Ark	
Evelyn E. Brooks	119 N. East Ave.	Evelyn E. Brooks
Jay M. Tolley	Fayetteville, Ark	Jay M. Tolley

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

9/5/2006
City Council Meeting Date

Marsha Farthing Accounting and Audit FISC
Submitted By Division Department

Action Required:

Approval of a five year contract with First Security Bancorp and its wholly-owned subsidiary Crews and Associates, Inc. for investment management services.

10 basis points for \$25 million or more of assets. (approx. \$69,000)	\$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
Allocated to all funds with investments	\$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	\$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

Previous Ordinance or Resolution # _____

Department Director _____ Date _____

Original Contract Date: _____

Original Contract Number: _____

D. F. White 8/18/2006
City Attorney Date

Received in City Clerk's Office
ENTERED 8/18/06

Paul A. Berlin 8-21-06
Finance and Internal Service Director Date

Received in Mayor's Office
ENTERED 8/21/06

Don Berry 8/21/06
Mayor Date

Comments:

Tabled to Sept. 19, 2006 CC mtg 9/15/06



THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor and City Council
Thru: Paul Becker, Finance Director
From: Marsha Farthing, Accounting Manager 
Date: August 16, 2006

Recommendation

Staff recommends approval of a five year contract with First Security Bancorp and its wholly-owned investment banking subsidiary Crews & Associates, Inc. for investment management services.

Background

In 1999 the State approved Act 1341 which provided for expanded investment opportunities for local municipalities. At that time the City's Investment Policy was amended to reflect these changes. Because of the restrictive nature of the state law prior to that time, the City managed the investments internally. After the changes, City staff felt it was prudent to solicit investment management services and in 2000 a five year contract was awarded to Garner Asset Management Company, LLC. Garner Asset was acquired by Garrison Financial Corporation in 2005. The investment of the City's funds is governed by the City's Investment Policy and City staff works closely with the investment manager to ensure prudent care over the City's assets. The City currently has approximately 69 million dollars in the investment portfolio with Garrison Financial.

Discussion

In April 2006 the City formed a selection committee and solicited proposals for investment services. Following the applicable rules and regulations of the procurement process, First Security Bancorp was selected by the committee to provide these services and a contract is being presented at this time for investment management services.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIVE-YEAR CONTRACT WITH FIRST SECURITY BANCORP AND ITS WHOLLY-OWNED SUBSIDIARY, CREWS AND ASSOCIATES, INC. TO PROVIDE INVESTMENT MANAGEMENT SERVICES TO THE CITY OF FAYETTEVILLE.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the annual contract renewal with a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville. A copy of the contract for services marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 5th day of September, 2006.

APPROVED:

By _____

DAN COODY, Mayor

ATTEST:

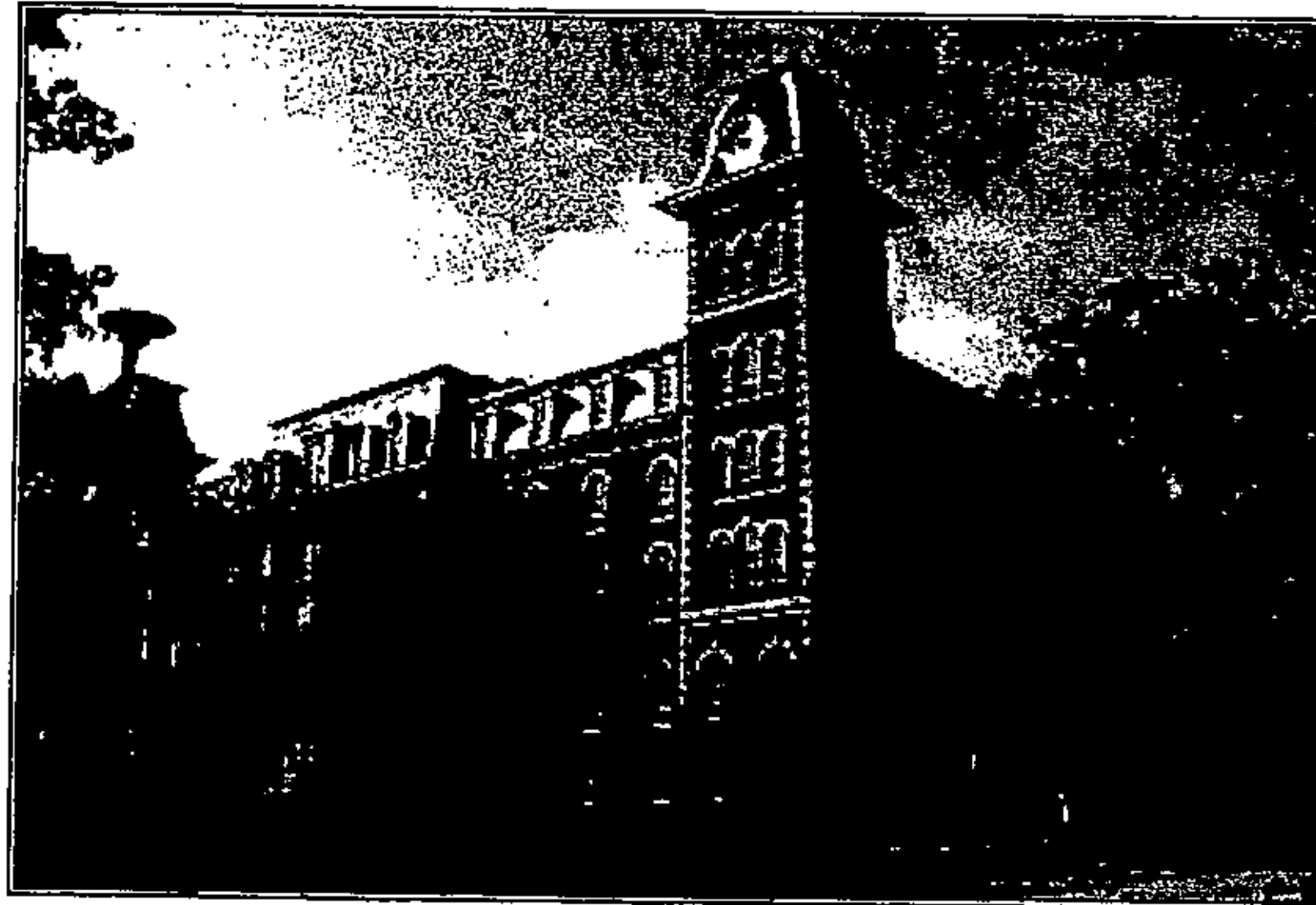
By _____

SONDRA SMITH, City Clerk

Respectfully submitted by:



Crews & Associates
Member First Security Bancorp



City of Fayetteville, Arkansas
RFP 06-07 Investment Management Services

May 18, 2006
Proposal for Investment Management

May 18, 2006

Ms. Andrea Foren
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, AR 72701

**RE: Request for Proposal
RFP 06-07, Investment Management Services**



Dear Ms. Foren:

First Security Bancorp and its wholly-owned investment banking subsidiary, Crews & Associates, Inc. are pleased to present our qualifications in response to the City of Fayetteville's Request for Proposals for investment management services. Our proposal is designed to be concise, informative and demonstrative of our broad range of experience and expertise, our specific experience in the management, trading and underwriting of fixed income securities, and our service to similar governmental entities in the State of Arkansas.

As described in our joint proposal, First Security Bancorp is a \$2.0 billion financial services holding company with a substantial presence in the City of Fayetteville and throughout Northwest Arkansas. First Security serves the communities of Arkansas with more than 850 employees and over 50 locations. Crews & Associates is a full service investment banking firm with more than 170 professionals specializing in the area of fixed income securities. Crews & Associates has over 125 registered representatives operating from nine offices around the State including the City of Fayetteville. As described in our proposal, our local presence provides many relevant benefits in our service to the City of Fayetteville.

We appreciate the opportunity to submit our qualifications. If we can provide additional information, please contact us at (800) 766-2000.

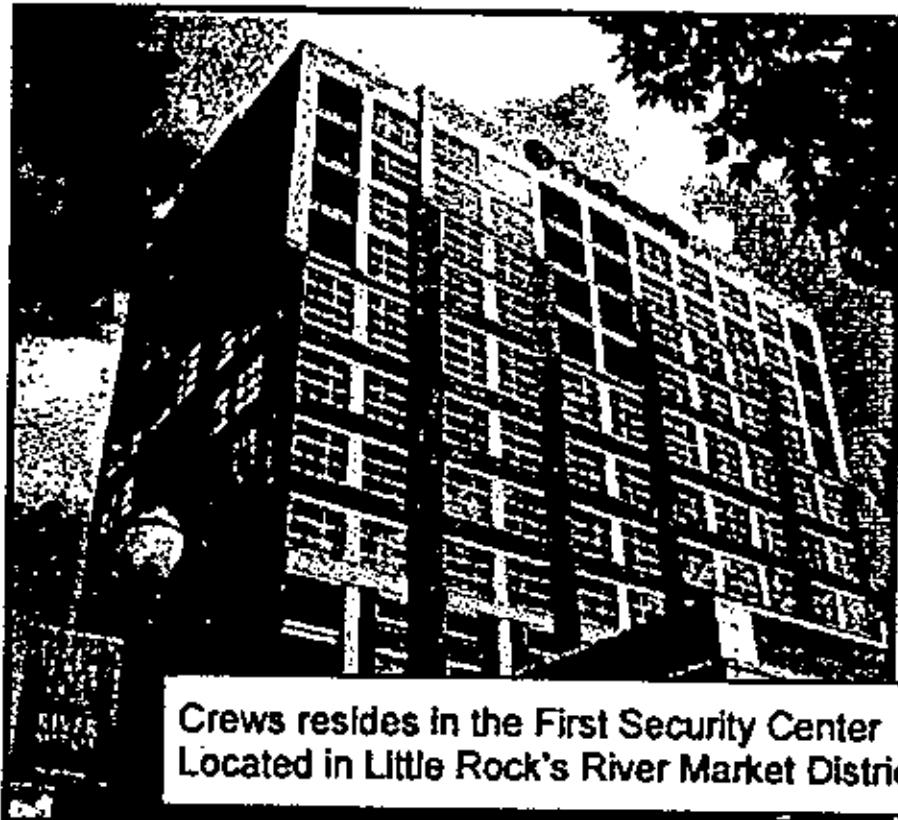
Sincerely,

Bill Scholl
President
First Security Bancorp

A handwritten signature in dark ink, appearing to read 'Rush F. Harding, III'.

Rush F. Harding, III
Chief Executive Officer
Crews & Associates, Inc.

Contents



Crews resides in the First Security Center
Located in Little Rock's River Market District.

Crews & Associates, Inc.
Response to Request for Proposal RFP# 06-07
Investment Management Services for
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

QUALIFICATIONS

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<i>Proposed Fee</i>	9



Organization Overview



II-1. Provide a general description of your organization including the ownership, subsidiaries and any affiliations relevant to the city.

OUR ORGANIZATION

Crews & Associates, Inc. is an Arkansas-based, full-service investment banking firm headquartered in Little Rock, Arkansas. The firm operates additional offices in Fayetteville, Searcy, Cabot, Clarksville, Conway, Heber Springs, Mountain Home and Springdale.

Crews & Associates is a wholly-owned subsidiary of First Security Bancorp, an Arkansas-based financial services holding company with more than \$2 billion in assets. Our affiliation with First Security Bancorp and its management team, led by Chairman Reynie Rutledge, enhances our company's management team, our access to capital, and our access to the most advanced technology. This alliance provides Crews with the resources to be an even more valuable partner to our Arkansas-based clients.

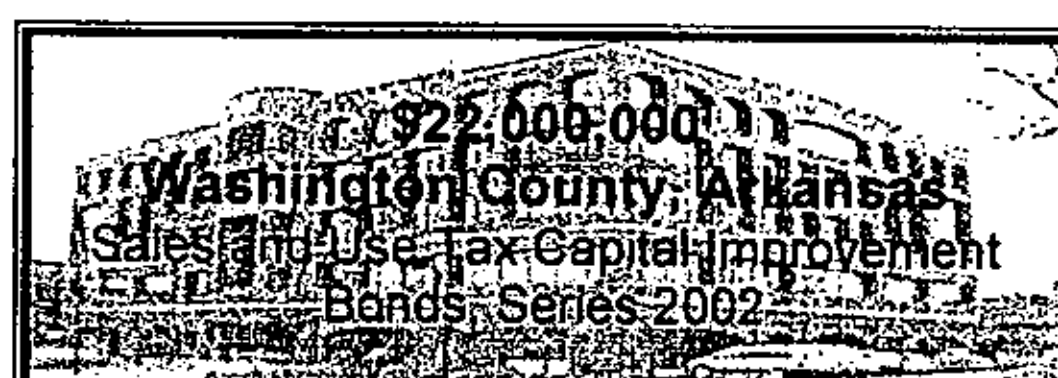
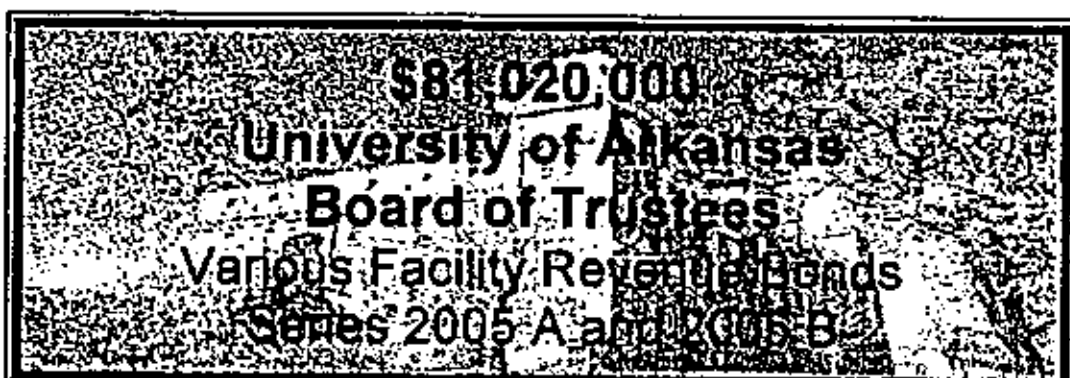
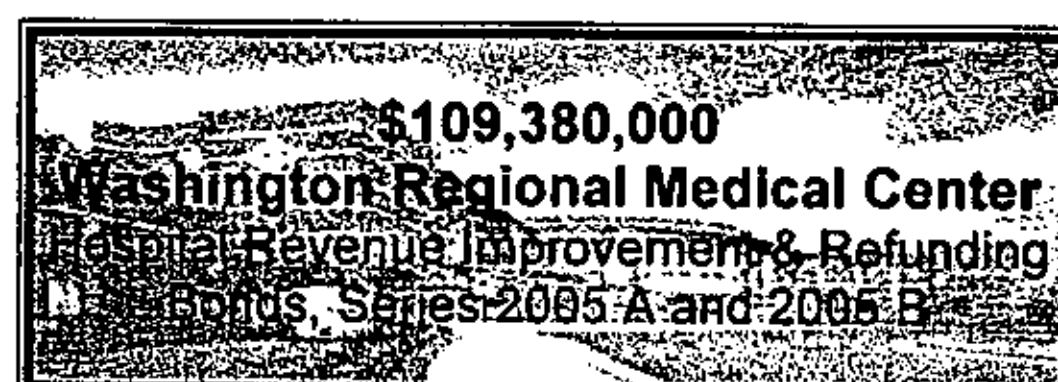


First Security Bancorp has affiliate offices in Fayetteville, Springdale, Rogers, Searcy, Little Rock and several other Arkansas communities. It is a privately-owned firm with a limited number of shareholders; two of its majority stockholders — Reynie Rutledge and Jim Lindsey — have strong ties to Northwest Arkansas.

Stockholders Reynie Rutledge, J. Lindsey

Crews & Associates is headquartered in Little Rock with approximately 170 employees working from this location. The day-to-day business activities are managed by Rush Harding, chief executive officer, and Jim Jones, president. In addition to our investment management services, Crews is also an active underwriter of municipal securities in Arkansas and around the nation. Our firm maintains underwriting offices in Little Rock, Arkansas; Fayetteville, Arkansas; Searcy, Arkansas; Baton Rouge, Louisiana; Montgomery, Alabama; Jackson, Mississippi; Charleston, West Virginia; Morgantown, West Virginia; and Columbia, Maryland. In 2005, Crews & Associates ranked second in the State of Arkansas in terms of new municipal securities issues and in the top 50 for new issues around the nation.

Crews has recently underwritten bond issues that included a variety of improvements for the Fayetteville area including:



Crews & Associates
Member First Security Bancorp

Investment Management Team



II-2. Provide information identifying the number and type of investment professionals employed by your organization and indicate the average number and type of accounts handles by a portfolio manager. Please provide resumes of the principals who will be responsible for the management of the City's investments.

First Security Bancorp, through investment affiliate Crews & Associates, employs more than 125 registered investment professionals in Arkansas. Our typical investment professionals manage a multitude of fixed income accounts of varying sizes. Large institutional accounts, such as the City of Fayetteville's account, will be assigned to a seasoned, proven manager whose skills and expertise have been proven over decades.

We anticipate that activity related to this account will be managed by the following team of experienced professionals (resumes follow):

Investment Management Team	
Mr. Frank Faust	Trust Department Manager, First Security Bancorp
Mr. Rush Harding	Chief Executive Officer, Crews & Associates
Mr. John Rutledge	Vice President, First Security Bancorp
Mr. Jim Jones	President, Crews & Associates



Frank Faust
(501)279-3408
ffaust@fsbancorp.com

Frank Faust is Senior Vice President and Trust Officer at First Security Bank. Mr. Faust has been with the Trust Division for more than 10 years and has extensive experience in managing fixed-income securities.

After practicing law in Little Rock, Arkansas, for six years, Mr. Faust joined First Security as head of its Trust Department. He received his Bachelors in Finance Degree from the University of Arkansas at Fayetteville in 1987. He received his Juris Doctor degree, with honors, from the University of Arkansas, Fayetteville, in 1990.

Resumes continued on page 4 ...



Crews&Associates
Member First Security Bancorp

Investment Management Team



Rush Harding
(501) 978-7903
rharding@crewsfs.com

Rush Harding, with six other business professionals, founded Crews & Associates in 1979. Rush is now the chief executive officer and oversees the affairs of the company, directly managing all of its sales and marketing efforts.

Rush has been active in the sale and trading of bonds since 1976. The municipal bond industry recognizes him as a leading authority on municipal bonds. Rush has been the key individual in determining the structure of every financing that Crews has brought to the market. Rush attended

West Point and graduated with honors from the University of Central Arkansas. He continues to serve the University of Central Arkansas as a member of its Board of Trustees. Rush participates in the activities of various local organizations. He also serves on the boards of Pulaski Academy and the Arkansas Sports Hall of Fame.



John Rutledge
(479) 750-7060
jrutledge@fsbancorp.com

John Rutledge has worked for First Security Bancorp and its affiliates since 2001. He now serves as a Vice President of First Security while also continuing his investment banking career with Crews & Associates, Inc.

John was born and raised in Searcy, Arkansas. He attended the University of Arkansas where he lettered in football and earned his BSBA in Finance Management from the Walton College. After graduating in May 2001, he joined Crews & Associates, Inc. Following two years of investment banking for Crews' Public Finance Group, John returned to the University and earned his Masters of Business Administration. Upon graduating in 2004, he joined First Security and continues his service to Crews and Associates.

He currently lives and works in Northwest Arkansas. He is an active member of Central United Methodist Church in Fayetteville and Springdale's Rotary club. He also serves on the board of Arkansas Sports Hall of Fame, the Advisory Committee for Soaring Wings Ranch, and the Business Alumni Advisory Council for the Walton College of Business at the University of Arkansas.



Jim Jones
(501) 978-7907
jjones@crewsfs.com

Jim Jones is president and chief compliance officer of Crews & Associates, Inc. In addition, he is a prominent salesman for the firm. Jim directed the general market underwriting department until May 1996, when he was elected chief executive officer. Jim served in that capacity until the firm's merger with First Security Bancorp.

Jim is recognized in the municipal finance industry for his commitment to ethics and maintenance of high standards of conduct. He has served on the NASD Small Firm Advisory Committee and has held the position of Chairman of the NASD District #5 Business Conduct Committee and the National Advisory Council. Jim has a B.A. degree in Communications from the University of Arkansas and a Masters degree in Communications from the University of Oklahoma.



Experience



II-3. Provide a general description of investment experience with public and/or private sector customers in managing assets utilizing the same or similar type investment policy. Please list a minimum of three such customers that may be contacted for references.

EXPERIENCE AND INSTITUTIONAL REFERENCES

The investment management team responsible for the activity in the proposed account possess 70+ years of combined experience in fixed income investing. Mr. Harding specializes in fixed income investing while Mr. Jones has been an investment banking specialist since 1976. Together, these men have focused their entire careers on fixed income. As the Manager of First Security's Trust operations, Mr. Faust has a broad range of experience working with large institutional accounts including presently managing over \$100 million for the State of Arkansas. As a result of his experience with our fixed income underwriting group, Mr. Rutledge has extensive knowledge of the credit markets. He is committed to the Fayetteville area, having graduated from the University's Fayetteville campus in 2001 and having worked in investment banking for the Crews & Associates Public Finance Group in both the Fayetteville and Little Rock offices. We are confident that no other respondent to this RFP can provide the City of Fayetteville with the depth of experience and knowledge that this team of professionals can provide or the accessibility.

Mr. Allen Smith	Mr. Gus Wingfield	Harry Hedges	Mr. Larry Dickerson
Chief Financial Officer Senior Vice President	State Treasurer	Treasury Manager	Chief Financial Officer (Highway Dept.); Executive Secretary Ret. Fund)
Arkansas Baptist Health Exit 7 I-630 Little Rock, AR 72205	State of Arkansas 1401 West Capitol, Ste 275 Little Rock, AR 72201	Polk County, Florida P.O. Box 988 Barto, Florida	Arkansas Highway Retirement System 10234 I-30 Little Rock, AR 72209
(501) 202-2000	(501) 682-1408	(863) 682-1408	(501) 569-2411



Client Base



II-4. Describe your institutional investment management asset portfolio and fixed income portfolio totals separately for Governmental and other institutional entities and identify such assets as operating or pension funds.

Crews & Associates has more than 6,000 active accounts in 35+ states across the Country. A full range of investment services are offered; these include custodial, safekeeping, principal and agency accounts. In the past 12 months, our volume of fixed income trading has been in excess of \$5 billion. Approximately ninety-five percent of the firm's business is in the area of fixed income investing and approximately 80% of this business is for the benefit of institutional accounts. Our clients are among the largest in the world and are diverse — ranging from customers like All State Insurance to Grambling University to the State of Arkansas.

Procedures



II-5. Describe the process you would recommend for establishing the investment objectives and for this account. Describe reporting procedures. Include a proposed action plan to phase in investing of available cash. The City has a current portfolio of approximately \$69,000,000 held with an asset manager.

Strict guidelines would be imposed to insure proper compliance with applicable state statutes and the city's adopted investment policy. The goals and objectives of the City are relatively simple: preserve principal and employ appropriate strategies to maximize returns. With the relatively short investment term (5 years), we would anticipate a fairly aggressive investment schedule to take advantage of the recent dramatic rise in short-term interest rates.



Resources



II-6. Describe your organization's research capabilities and credit review process. Describe efforts your firm makes to keep portfolio managers informed of developments relevant to government investment managers.

The professionals assigned to the account along with our underwriting group of approximately 30 professionals are constantly reviewing credit ratings and performing proper due diligence on accounts to which they are assigned. In addition, we are focused exclusively on fixed income, which means that all of our time and attention is directed to this area. Considering the conservative investment policy of the City, the vast majority of these funds would be invested in United States Government Securities or Agencies of the U.S. Government. Any corporate bonds sold to this account in accordance with the written guidelines would be reviewed monthly.

Performance



The firm is providing specific performance of two Portfolios, managed by Mr. Jones and Mr. Harding, with goals similar to those stated by the City of Fayetteville. The first account, managed by Mr. Jones, is for a major health care company based in Little Rock. This account has a duration of 5 years +/-, and is invested in U.S. Government Bonds or Government Agency Securities. The par value of securities in the account is approximately \$40 million. The second account, managed by Mr. Harding, has a slightly longer duration — 7 to 10 years — and is more aggressive in its objectives. Approximately 80% of the fund's assets are in investment grade securities. This fund's performance is actually measured against the Lehman Aggregate Bond Index. For purposes of this discussion, and for comparison purposes, we will measure it against the indexes requested as well as with the Lehman Index. This second fund has a principal balance of approximately \$25 million.

COMPARISON INDEX			
	2003	2004	2005
AAA U.S. Treasury 1-5 Years	1.447%	1.452%	2.145%
AAA U.S. Agency 1-3 Years	1.767%	1.183%	2.184%
Lehman Aggregate Bond Index	4.620%	3.780%	2.450%

* Source: Bloomberg

PERFORMANCE			
	2003	2004	2005
Reference Account #1	3.28%	4.93%	2.18%
Reference Account #2	11.69%	7.21%	5.42%



Litigation



III-3. Provide history of any complaints, censure of litigation by the Securities and Exchange Commission and/or other regulatory agencies involving your organization within the last three (3) years.

None



Fee Schedule



III-4. Include a schedule of incremental and/or fixed fees, including custodial fees on a monthly or annual basis. This may be stated as a percentage of amounts managed. If stated as a percentage, describe how the fees will be computed. Identify the services and expenses that will be covered by the fees.

Our proposed fee schedule is negotiable. Based on the information available to us, First Security Bank's Trust services group proposes an all inclusive (custodial, safekeeping, wire etc..) annual fee of 10 basis points for \$25 million or more in managed assets. If less than \$25 million in managed assets, the trust services group proposes an all inclusive annual fee of 14 basis points. All purchases for the benefit of the City of Fayetteville will be accomplished by First Security Bancorp in accordance with the terms and condition of the City's Investment Policy.



INVESTMENT MANAGEMENT AGENCY AGREEMENT

THIS INVESTMENT MANAGEMENT AGENCY AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FAYETTEVILLE, ARKANSAS, an Arkansas municipal corporation, by its Mayor and City Clerk, duly authorized by action of its City Council (the "City") and FIRST SECURITY BANK, an Arkansas banking corporation, by its Sr. Vice President and Trust Officer, duly authorized by its Board of Directors ("FSB").

WHEREAS, the City solicited Requests for Proposals for Investment Management Services pursuant to its RFP No. 06-07; and

WHEREAS, FSB submitted a response to the Request for Proposal which was, after examination of responses received from other qualified persons, accepted by proper action of the City Council of the City.

NOW THEREFORE, in consideration of the mutual promises and obligations of the parties hereto, for other good and valuable consideration, and intending to be bound, the parties agree as follows:

1. Appointment of Investment Manager. The City hereby appoints FSB to act as investment manager with respect to those financial assets of the City (the "Account Assets") which will hereafter be transferred to the custody of FSB, to be held as custodian pursuant hereto. The Account Assets shall include the financial assets initially transferred to FSB, financial assets hereafter transferred to FSB by the City, and income, increment, proceeds and accretions to all of the foregoing. FSB will furnish an investment program to maximize the financial returns on the Account Assets while adhering to the City's Investment Policy (as hereinafter defined).

2. Custody of Account Assets. FSB will act as custodian for all of the Account Assets acting through its Trust Division. All Account Assets shall remain in the physical possession of FSB as custodian. FSB shall, during the effectiveness hereof, maintain fiduciary liability insurance with limits of liability not less than \$2,000,000.

3. Management Authority. The City hereby authorizes FSB to place orders or otherwise give instructions for the purchase, sale, or exchange of securities on behalf of the City which are included in the Account Assets without prior consultation or ratification by the City, giving and granting to FSB, complete discretion as to the nature, amount and timing of all securities transactions, subject only to those restrictions, limitations and guidelines which are set out in the City of Fayetteville, Arkansas, Investment Management Policy which is attached hereto as Exhibit A and made a part hereof by this reference, which is incorporated in Resolution No. 169-99, duly adopted by the City Council of the City on December 21, 1999 (the "Investment Policy"). The City reserves the right to revise or modify the Investment Policy at any time, and from time to time, provided that, no such revision or modification shall be binding upon FSB until written notice thereof is received by FSB. All purchases of securities which will become a part of the Account Assets shall be on a delivery versus payment basis.

4. Fees. As compensation for its services pursuant hereto, FSB will be paid a fee equal to 14 basis points of the average Account Assets if the average market value of the Account Assets are less than \$25 million during a calendar month; and a fee equal to 10 basis points of the average market value of the Account Assets if the average market value of the Account Assets are greater than \$25 million during a calendar month. The foregoing fees of FSB do not include fees for brokerage services in connection with the purchase or sale of any security which is or is to become a part of the Account Assets. All fees of FSB and all brokerage fees payable with respect to the Account Assets shall be paid from the Account Assets and shall be separately accounted for in all reports provided to the City.

5. Brokerage.

5.1. Selection of Broker. The City authorizes FSB to place orders for purchases and sales of securities and financial assets through any broker or dealer it chooses, including a broker or dealer which is affiliated with or under common control with FSB. In selecting a broker or dealer for any transaction or series of transactions, FSB will consider such factors as net price, execution, availability of research, and other factors which FSB reasonably believes to be appropriate for purposes of making that decision. The fact that the fees paid for brokerage services for the broker or dealer selected by FSB are greater than fees for which similar services could be obtained, shall not be a basis for liability to FSB.

5.2. Aggregation of Purchases. The City agrees that FSB may aggregate sale and purchase orders of securities with similar orders being made simultaneously for other accounts managed by FSB, or for accounts of affiliates of FSB if, in the judgment of FSB, aggregation of such orders will result in a net savings to the City with respect to the purchase or sale order for the particular security.

6. Monthly Reports. The Custodian shall provide the City with monthly reports of the Account Assets in a format consistent with the reporting requirements of the Governmental Accounting Standards Board, and otherwise reasonably acceptable to the City. The Custodian and FSB shall provide such other and further information as the City may reasonably require in connection with the Account Assets.

7. Voting of Equity Securities. Unless otherwise directed by the City, FSB is authorized, in its discretion, to take such action as it deems appropriate with respect to any proxy received with respect to any equity securities which may be or become a part of the Account Assets from time to time.

8. Investment Risks. The City acknowledges that there are risks inherent in all investments, and that some investments will result in profits and some investments will result in loss. FSB shall not be liable to the City for any error of judgment or mistake of law in the execution of its responsibilities hereunder, or for any loss suffered with respect to the Account Assets, or any other matter arising out of this Agreement,

excepting only losses suffered as a result of the negligence, bad faith or willful misconduct of FSB.

9. Term and Termination. This Agreement shall be effective upon execution by both parties and shall continue in force until modified by mutual agreement of the parties in writing, or until terminated on thirty (30) days prior written notice by either party to the other. Upon notice to the Custodian of any such termination, the Custodian shall deliver the Account Assets to, or as directed in writing by, the City.

10. Miscellaneous Provisions.

10.1. Other Activities of FSB. Nothing in this Agreement shall be deemed to restrict FSB or its affiliates from engaging in any other business or in rendering any other investment agency services to any other person.

10.2. No Assignment. FSB shall not assign this Agreement, or delegate its duties hereunder to any non-affiliated third party without the prior written consent of the City.

10.3. Notices. All notices required or permitted hereunder shall be in writing, and shall be delivered by U.S. Mail, return receipt requested, or via confirmed facsimile, and addressed as follows:

If to the City: City of Fayetteville, Arkansas
113 W. Mountain St.
Fayetteville, Arkansas 72701
Attn: Mayor

Facsimile: 479-575-8257

If to FSB: First Security Bank
314 N. Spring
Searcy, AR 72145-1006
Attn: Frank Faust
Sr. Vice President & Trust Officer

Facsimile: 501-278-2175

With copy to: First Security Bank
1219 E. Joyce Blvd
Fayetteville, Arkansas 72703
Attn: John Rutledge

Facsimile: 479-527-7001

All notices shall be deemed delivered when received, or the first day that delivery is refused.

10.4. Entire Agreement. This Agreement, together with the Exhibit hereto, is the entire agreement of the parties and may be modified only by a writing executed by all parties, except that the City may modify the Investment Policy at any time, from time to time, without the consent of FSB.

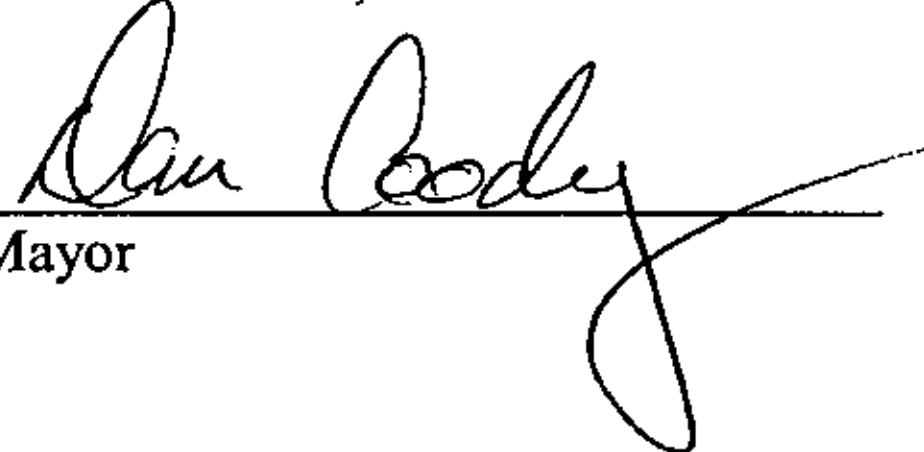
10.5. Governing Law. This Agreement has been executed in and shall be construed under the laws of the state of Arkansas.

10.6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall be one and the same instrument.

10.7. Severability. If any one or more of the provisions hereof are determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect upon the remaining provisions hereof, which shall remain valid and enforceable in accordance with their terms.

DATED AND EFFECTIVE this _____ day of _____, 2006.

CITY OF FAYETTEVILLE, ARKANSAS

By: 
Mayor

Attest:

City Clerk

FIRST SECURITY BANK

By: 
Frank Faust
Sr. Vice President & Trust Officer

EXHIBIT A

INVESTMENT POLICY

[SEE ATTACHED]

CITY OF FAYETTEVILLE, ARKANSAS POLICY AND PROCEDURE

Subject:	City Investments
Policy Number:	AC-02
Original Policy Date:	December 21, 1999
Effective Date of New/Revised Policy:	December 21, 1999
Revision Dates:	Replaces ACCT-2 issued July 2, 1996
Custodian: (Division)	Accounting
Mayor's Signature and Date	

AC-2.0 PURPOSE:

The purpose of this policy is to provide guidelines for investment of City of Fayetteville operating funds to preserve the safety of principal, to maintain adequate cash flow, and to maximize interest earnings.

AC-2.1 SCOPE:

This policy applies to the investment of City of Fayetteville operating funds not needed for immediate expenditures. This policy does not govern the investment of employee retirement or pension funds or proceeds of bond issues.

AC-2.2 STANDARDS/OBJECTIVES:

Investments will be made within the constraints of applicable State laws and this policy, taking into consideration liquidity needs of the City.

Investment decisions will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment of the funds of the City of Fayetteville shall be directed to the primary objective of safety of principal; the secondary objective shall be maintaining adequate cash flow; and the final objective shall be maximizing investment yield.

AC-02

Page 2 of 6

Except for cash in certain restricted and special funds, the City may consolidate moneys from individual funds to maximize interest earnings. Investment income will be allocated to the various funds based on each fund's participation.

AC-2.3 DELEGATION OF AUTHORITY/RESPONSIBILITY:

Management of the investment of City funds regulated by this policy shall be the responsibility of the Mayor and the Finance & Internal Services Director. The Mayor and the Finance & Internal Services Director may delegate authority for investment transactions. The Mayor and the Finance & Internal Services Director may, by proper procurement procedures, contract for the services of an asset manager, an investment advisor, or other expert advisor(s) to invest all or a portion of City funds regulated by this policy. Selection of an independent asset manager or investment advisor will be limited to those candidates who have an office within the City of Fayetteville.

The Mayor and the Finance & Internal Services Director and their designees are authorized to: open and close accounts with financial institutions in the name of the City; make wire transfers of funds for the City; make deposits of funds for the City; execute collateral, depository and investment agreements for the City; and take any other such actions needed to carry out their responsibilities for the depositing and investing of the City's funds as authorized by State Statutes and this policy.

The Mayor, the Finance & Internal Services Director, and other City employees assigned to manage the investment portfolio, acting within the intent and scope of this Investment Policy, shall be relieved of personal responsibility for an individual security's credit risk or market risk. Officers and employees involved in the investment process shall refrain from personal business activities that conflict with proper execution of the investment program or impair their ability to make impartial investment decisions.

The Mayor and the Finance & Internal Services Director shall establish operating procedures to implement this investment policy.

AC-2.4 AUTHORIZED INVESTMENTS:

- A. The City will invest only in book entry securities.
- B. The City may, without limitation, invest in the following instruments, provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment by Arkansas Code Annotated §§ 14-58-309 (Act 1341 of 1999), and further defined in Section 23-47-401 (Investment Powers and Limitations), or by the Local Government Joint Investment Trust Act, Arkansas Code Annotated §§ 19-8-301 et seq., (Local Government Trusts) as they may from time to time be amended:
 - 1. Direct obligations of the United States Government;

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Page 3 of 6

2. Obligations of agencies and instrumentalities created by act of the United States Congress and authorized thereby to issue securities or evidences of indebtedness, regardless of guarantee of repayment by the United States Government;
3. Obligations the principal and interest of which are fully guaranteed by the United States Government or an agency or an instrumentality created by an act of the United States Congress and authorized thereby to issue such guarantee.
4. Obligations the principal and interest of which are fully secured, insured, or covered by commitments or agreements to purchase by the United States Government or an agency or instrumentality created by an act of the United States Congress and authorized thereby to issue such commitments or agreements.
5. General obligations of the states of the United States and of the political subdivisions, municipalities, commonwealths, territories or insular possessions thereof (general obligation bonds);
6. Obligations issued by the Arkansas State Board of Education under authority of the State Constitution or applicable statutes;
7. Prerefunded municipal bonds, the principal and interest of which are fully secured by the principal and interest of a direct obligation of the United States Government;
8. Certificates of deposit with banks authorized by State law to receive deposits of public funds, that have branches or main offices within the Fayetteville City limits, with which the City has both a depository agreement and a collateral agreement.
9. Repurchase agreements that are fully collateralized by direct obligations of the United States Government, provided that any such repurchase agreement shall provide for the taking of delivery of such collateral directly or through an authorized custodian;
10. Securities of, or other interest in, any open-end type investment company or investment trust registered under the Investment Company Act of 1940, and which is defined as a "money market fund" under 17 CFR § 270.2a-7, provided that the portfolio of such investment company or investment trust is limited principally to United States Government obligations and to repurchase agreements fully collateralized by United States Government obligations, and, provided further that any such investment company or investment trust shall take delivery of such collateral either directly or through an authorized custodian.
11. Local Government Trusts.

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C. The City may invest no more than twenty percent (20%) of the pooled investments in the following investment types and in accord with certain limitations described in Section VII Investing Parameters:

1. Corporate debt obligations (including commercial paper) of any corporation, with the following credit ratings: investment of City funds in Corporate Bonds will be limited to those rated as Single A minus or better by both Moody's Investor Service and Standard and Poor's; investment of City funds in Commercial Paper will be rated A-1/P-1,
2. Securities of, or other interests in, an open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided that the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements collateralized by the same type of collateral used to collateralize other City deposits, and provided further that any such investment company or investment trust shall take the delivery of such collateral either directly or through an authorized custodian;

D. Other Provisions

1. The Finance & Internal Services Director may establish an account with the Federal Reserve Bank to purchase U.S. Government Securities directly from the U.S. Treasury.
2. Any Arkansas state legislative action that provides for additional investment vehicles or further restricts investment vehicles will be incorporated into the City's investment policy and will supersede any previous language.
3. The City will be allowed to hold to maturity any investments existing at the time of enactment of this policy. Reinvestment of such funds will be in accordance with this policy.
4. The Mayor and the Finance & Internal Services Director may set additional limitations on the parameters for various types and concentration of investments. Operating procedures will define requirements to implement this policy.

AC-2.5 INVESTMENTS NOT AUTHORIZED:

The following investment vehicles, authorized by Act 1341 of 1999, are not considered suitable investments for City of Fayetteville funds:

- A. Warrants of political subdivision of the State of Arkansas and municipalities thereof having maturities not exceeding one (1) year.
- B. The sale of federal funds with a maturity of not more than one (1) business day.
- C. Industrial development bonds for corporate obligors issued through any state of the United States or any political subdivision thereof.

AC-02

Page 5 of 6

- D. Revenue bond issues of any state of the United States or any municipality or any political subdivision thereof.
- E. Securities or other interests issued, assumed or guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the European Bank for Reconstruction and Development, the Asian Development Bank, or the African Development Bank.
- F. Uninsured demand, savings, or time deposits or accounts of any depository institution chartered by the United States, any state of the United States, or the District of Columbia.

AC-2.6 INVESTING PARAMETERS:

A. Diversification

The City investments regulated by this policy shall be diversified by:

- limiting investments to avoid over concentration in securities from a specific issuer to five percent (5%) of the cost basis of the City's portfolio at the time of purchase, a limit of fifteen percent (15%) of the cost basis of the City's portfolio will apply to each business sector as defined by any recognized rating agency (excluding U.S. Treasury securities and collateralized certificates of deposit),
- investing in securities with varying maturities, and
- continuously investing a portion of the portfolio in readily available funds to ensure that appropriate liquidity is maintained.

B. Maximum Maturities

The City will attempt to match investment maturities with cash flow requirements and will utilize investments in readily available funds, when needed, to meet ongoing obligations. The City anticipates a range of maturities of ninety (90) days to five (5) years. The City will invest in securities maturing more than five (5) years from the date of purchase only when the funds are easily defined to be used after five (5) years.

AC-2.7 ALLOWED INSTITUTIONS:

Security transactions on behalf of the City by an asset manager, or the City itself, will be conducted only with financial institutions and broker/dealers who have offices within Washington County unless otherwise authorized in writing by the Mayor and Finance & Internal Services Director.

A list of authorized financial institutions and broker/dealers to be used by an asset manager, an investment advisor, or the City itself, will be maintained by the City and provided to such asset manager or investment advisor on a mutually agreed upon basis. Security broker/dealers on the list will meet or exceed the capital adequacy standards set

by the Federal Reserve Bank of New York and may include dealers designated as primary dealers by the Federal Reserve Bank of New York or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (Uniform Net Capital Rule).

AC-2.8 SAFEKEEPING/COLLATERALIZATION:

- A. Investment of City funds, including cash held for investment, managed under contract of services by an asset manager, investment advisor, or other expert advisor(s) will be placed with a third party custodian approved by the City. All trades, where applicable, will be executed by Delivery vs. Payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.
- B. The custodian will make reports as requested by the City or advisor(s) and will be accountable for the assets held by the custodian for the City's account. The custodian will be required to maintain an office in Washington County, Arkansas.
- C. Collateralization will be maintained as required by State law and procedures established by the City. Demand deposits, time deposits, repurchase agreements, and any other investments requiring collateralization shall be collateralized at a level of 102 percent of the market value of principal and accrued interest, less the amount insured by the FDIC.

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

B. 4
First Security Bancorp Contract
Page 26 of 66

DAVID J. WHITAKER
Assistant City Attorney

Judy Housley
Office Manager

Phone: (479) 575-8313
FAX (479) 575-8315



113 W. Mountain, Suite 302
Fayetteville, AR 72701-6083

August 31, 2006

Ms. Rebecca H. Garner
Mr. John R. Rutledge

By Fax: 587-1257
By Fax: 527-7001

Dear Rebecca and John:

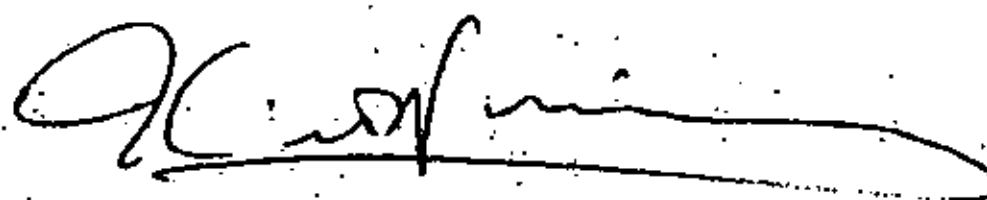
Attached for Rebecca please find First Security Bank's letter of August 31, 2006 responding to your earlier letter. Attached for First Security Bank is Garrison's latest letter. The City wants both parties to know all allegations and statements of the other party so both of you can be prepared for your presentation to the City Council on Tuesday.

After staff makes a brief presentation about the RFP procedure and what the selection committee recommended, it will be Garrison's turn to present any information Garrison believes may be important for the City Council to consider. This presentation should not last more than **15 minutes**.

First Security Bank will then have **15 minutes** to respond. The City Council may then ask questions of either side before closing all public comment.

This is the first item of New Business.

With kindest regards,



KIT WILLIAMS
Fayetteville City Attorney

KW/jh

Cc: Mayor Dan Coody
Sondra Smith, City Clerk



THE CITY OF FAYETTEVILLE, ARKANSAS

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Paul Becker, Finance & Internal Services Director P.A.B.
From: Peggy Vice, Purchasing Manger *P Vice*
Date: Sept. 1, 2006
Subj: Investment Management Services

Background

The City entered into an Investment Manager contract with Garner Asset Management on March 13th, 2000. The contract with Garner Asset Management Company was acquired by Garrison Financial in March of 2005. Before this contract, investments were made by staff. Staff recommends that City Council approve a contract with First Security Bancorp and Crews Associates for Investment Management Services. This contract will replace the contract with Garrison Financial.

Discussion

It has been a long time management practice to request new proposals for services that have been under long term contracts. This allows the City to:

- review new technology and services available
- compare new market developments to our current practice and contracted services
- allows for possible improvement in pricing and services provided
- allows the ability to take advantage of new technologies

Duties of the selection committee are to:

- meet and discuss draft request for proposal, make any needed changes and approve points for criteria established in request for proposal;

- read and review all proposals received;
- attend meeting to discuss proposals received and vote to select a firm based on proposals received or short list firms to interview;
- attend meeting to interview short listed firms;
- after interviews, discuss each interviewed firm's strengths and weaknesses;
- after discussion, each committee member individually and anonymously fills out an evaluation form for the firm of their choice;
- the evaluation forms are tabulated by Purchasing Official and the firm with the most first place votes is contacted;
- a contract is negotiated by the Project Manager based on the firm's proposal and items the selection committee and Project Manager feel are advantageous and beneficial to the contract;
- the resulting contract is recommended to City Council.

The selection committee for this project is:

Bobby Ferrell - Alderman, City Council
Kevin Springer - Budget Director
Trish Leach - Accounting
Peggy Bell - Accounting
John Nelson - Financial Analyst (Transportation)
Elizabeth Mann - Financial Analyst (Fire Department)
Marsha Farthing - Non-Voting (Accounting Director)
Shelly Turberville - Non-Voting - Accounting
Andrea Foren - Non-Voting - Purchasing

The request for proposal was advertised requesting proposals from qualified firms. There were eight proposals received. Four firms were short listed to interview. They were:

Garrison Asset Management
Arvest Asset Management
Stephens Inc.
First Security Bancorp and Crews and Associates

First Security Bancorp and Crews and Associates were selected unanimously by the selection committee.

City of Fayetteville RFP 06-07, Investment Management Services Project Timeline
--

Date	Event
4/20/2006	RFP 06-07 was issued - Original Deadline of 5/12/06
4/21/2006	RFP 06-07 Advertised & sent on mailing list
5/3/2006	RFP 06-07, Addendum 1 Issued* Extended until 5/19/06
5/9/2006	RFP 06-07, Addendum 2 Issued*
5/18/2006	RFP 06-07, Addendum 3 Issued* Extended until 6/1/06
5/22/2006	RFP 06-07, Re-Advertised
5/23/2006	RFP 06-07, Addendum 4 Issued*
5/26/2006	RFP 06-07, Addendum 5 Issued*
6/1/2006	RFP 06-07 - DEADLINE
7/6/2006	Interviews held with shortlisted firms
7/6/2006	Selection Committee Meeting held - vote on recommendation to council

Notes	
Entire project	During this project, we received over 25 request from firms requesting the RFP for investment management services. This was in addition to the firms that were notified through our mailing list.
5/06/06 through 5/11/06	Marsha Farthing (Project Manager) out of town - not able to provide information requested by proposers.
Addendum 1: 5/3/06	Issued to delete requirement of custodian to have an office located in Fayetteville, AR.
Addendum 2: 5/9/06	Issued for clarification regarding the benchmarks having different maturity/duration characteristics. Time extended due to such clarification being complex - time extended to 5/19/06.
Addendum 3: 5/18/06	Clarified index for comparison to use in providing performance statistics. Time extended due to clarification being complex - time extended to 6/1/06.
Addendum 4: 5/23/06	Provided current statement from Charles Schwab, as requested by at least one firm. Note: Information requested by one firm is provided to all in order to maintain an equal playing field.
Addendum 5: 5/26/06	Clarified the statement presented in Addendum 4, informing all participants the figures presented were quarterly.

August 31, 2006

VIA HAND DELIVERY

The Honorable Mayor Dan Coody
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Investment Management Services Provided by
First Security Bank



Dear Mayor Coody:

I would like to begin by offering my sincere apologies for taking your time and resources to address the matters raised by the Garrison Asset Management letter dated August 29, 2006. (copy attached). I will address the matters raised by Garrison as quickly and efficiently as I can in order not to further compromise your time.

Contrary to the suggestion of Garrison, First Security Bank, as an Arkansas state chartered bank, does not have to be registered with the Securities & Exchange Commission or the Arkansas Securities Department as an investment advisor, in order to provide investment advisory services to the City of Fayetteville, nor does Section 275.202(a)(11)-1 (the so-called 'Merrill Rule') apply to banks. (See attached letter of Friday, Eldredge and Clark).

Both our presentation to the Finance Committee and the Investment Management Agency Agreement (copy attached) which we submitted, envision First Security Bank and the City of Fayetteville as the parties who will be entering into this contractual relationship. Indeed, as the information we provided to the Finance Committee indicates, employees of Crews and Associates, Inc., an affiliate of First Security Bank, may be called upon by the Bank to assist it in managing the portfolio. We at First Security Bank feel that we should use all of the resources at our disposal in order to preserve the principal entrusted to us, and to generate as much income for the City as is possible in light of the investment guidelines provided. This arrangement is not special to this relationship only, but is provided to countless other relationships that we have.

As an aside, Crews and Associates, Inc. recently registered with the State of Arkansas, as an investment advisor. The timing of that filing has nothing to do with the relationship of First Security Bank with the City. That filing was made for the sole purpose of allowing Crews to better serve its customers.

P.O. Box 1246
Fayetteville, AR 72702
(479) 527-7000
Fax: (479) 527-7001
fsbancorp.com
Member FDIC

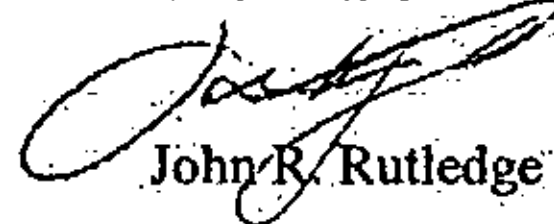
CityofFayetteville.083006.FirstSecurityBank

One matter raised by the Garrison letter suggests that First Security Bank would not obtain the best price and best execution for the City when selecting a broker/dealer to purchase or sell assets. That letter cites language from our proposed Investment Management Agency Agreement with the City that states, "The fact that the fees paid for brokerage services for the broker or dealer selected by FSB are greater than fees for which similar services could be obtained, shall not be a basis for liability to FSB". It is not uncommon for language of that nature to be in a financial contract. We assure you that all transactions effected by First Security Bank on the City's behalf will be at prices which are fair and reasonable and representative of the market. You should be aware that your current agreement with Garrison has virtually identical language in Paragraph 6(a). (See attached page).

Finally, please allow me to describe the First Security Bank team approach to customer relations. First Security Bank is a multifaceted organization with affiliates engaged in a variety of lines of business in the financial world. In the provision of services to our customers, we make every effort to call upon expertise from all of our financial affiliates as we believe that offers our customers the best possible service. In the case of our proposal to the City, although we intended to clearly convey that the contractual relation would be with First Security Bank, we, likewise, intended to provide to the City information regarding the expertise that was available through First Security's affiliation with Crews. First Security Bank stands ready to enter into any mutually agreeable contract with the City of Fayetteville to provide outstanding investment management services. Likewise, First Security Bank, plans to use any and all resources at its disposal to provide asset management services to the City's portfolio of assets.

I sincerely hope that my letter addresses all of the issues raised recently by Garrison. We look forward to serving the City with the diligence and respect it deserves.

Very truly yours,



John R. Rutledge

JRR/sej
Enclosures

c.c. Mr. Kit Williams, City Attorney
Ms. Peggy Vice, Purchasing Manager
The Honorable Robert Reynolds, Ward 1, Position 1
The Honorable Brenda Thiel, Ward 1, Position 2
The Honorable Kyle B. Cook, Ward 2, Position 1

The Honorable Robert K. Rhoads, Ward 3, Position 1
The Honorable Bobby Ferrell, Ward 3, Position 2
The Honorable Shirley Lucas, Ward 4, Position 1
The Honorable Lioneld Jordan Ward 4, Position 2

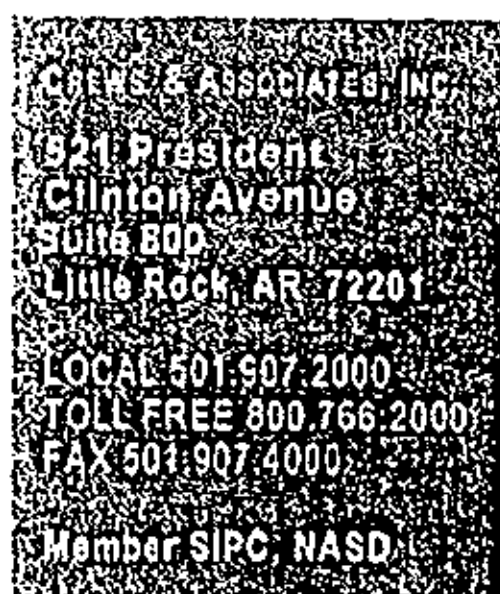


Mr. Jim Jones is President and Chief Compliance Officer of Crews & Associates, Inc. Since the firm's inception, he has been involved in numerous trading, sales, and management functions. Jones directed the general market underwriting department until May 1996, when he was elected Chief Executive Officer. Jones served in that capacity until the firm's merger with First Security Bancorp.

Mr. Jones is recognized in the municipal finance industry for his commitment to ethics and maintenance of high standards of conduct. He is a NASD arbitrator and has served on the NASD Small Firm Advisory Committee and has held the Chairman positions of the NASD District #5 Business Conduct Committee and its National Advisory Council. Jones recently completed the rigorous requirements to obtain the NASD Institute at Wharton's Certified Regulatory and Compliance Professional Designation (CRCP). He has a B.A. degree in Communications from the University of Arkansas and a Masters degree in Communications from the University of Oklahoma. Jones is currently serving as the Chairman of the Baptist Health Board of Trustees in Little Rock.

Mr. Don Winton, Chief Operating Officer, has more than 27 years of experience in the financial industry and currently serves on the NASD District 5 Committee, the New Orleans District 5 Focus Group, and actively serves as an as a NASD securities industry arbitrator. Don is registered as the Financial & Operations Principal, Municipal and General Securities Principal, and also as the Registered Options Principal with Crews & Associates, Inc. His current responsibilities include managing the Client Services Group for Clearing & Operations. Don has direct responsibility for personnel, training, branch broker activity and the communication/network systems. As a member of the Crews management team, he has daily responsibilities for overall firm banking and clearing activity. He is involved in the Firm's regulatory compliance agenda with the governing agencies during their examinations.

Don is one of only 2 Arkansans that completed the NASD Institute's three year program at Wharton to qualify as a Certified Registered Compliance Professional. A lifelong resident of Arkansas, Don holds a B.A. in Business Administration from Arkansas State University and currently is serving his second term on that university's Foundation Board.



FRIDAY ELDREDGE & CLARK

HERSCHEL H. FRIDAY (1912-1994)
BYRON M. EISEMAN, JR., P.A.
JAMES A. BUTTRY, P.A.
FREDERICK S. UNSELY, P.A.
JAMES C. CLARK, JR., P.A.
THOMAS F. LEDGETT, P.A.
KIM DEWEY WATSON, P.A.
PAUL B. BENHAM III, P.A.
LARRY W. BURKS, P.A.
A. WYCKLIFF NISBET, JR., P.A.
JAMES EDWARD HARRIS, P.A.
JAMES M. SIMPSON, P.A.
JAMES M. SAMPSON, P.A.
J. SHEPHERD RUSSELL III, P.A.
DONALD H. BACON, P.A.
WILLIAM THOMAS BAXTER, P.A.
JOSEPH B. HURST, JR., P.A.
ELIZABETH ROBEN MURRAY, P.A.
CHRISTOPHER J. JELTER, P.A.
LAURA HENSLEY SMITH, P.A.
ROBERT S. SHAFER, P.A.
WILLIAM M. GRIFFIN III, P.A.
MICHAEL S. MOORE, P.A.

WALTER M. EDEL III, P.A.
KEVIN A. CRASS, P.A.
WILLIAM A. WADDELL, JR., P.A.
SCOTT J. LANCASTER, P.A.
ROBERT B. BEACH, JR., P.A.
J. LEE BROWN, P.A.
JAMES C. BAKER, JR., P.A.
HARRY A. LIGHT, P.A.
SCOTT H. TUCKER, P.A.
GUY ALTON WADE, P.A.
PRICE C. GARDNER, P.A.
TONIA P. JONES, P.A.
DAVID D. WILSON, P.A.
JEFFREY H. MOORE, P.A.
DAVID M. GRAF, P.A.
CARLA CUNNELLS SPAINHOUR, P.A.
R. CHRISTOPHER LAWSON, P.A.
BETTY J. DEMORY, P.A.
LYNDA M. JOHNSON, P.A.
JAMES W. SMITH, P.A.
CLIFFORD W. PLUNKETT, P.A.
DANIEL L. HERRINGTON, P.A.
J. MICHAEL PICKENS, P.A.

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August 31, 2006

Via Regular United States Mail

Mr. John R. Rutledge
First Security Bank
1219 E. Joyce Blvd.
Fayetteville, Arkansas 72703

Re: Investment Adviser Requirements

Dear Mr. Rutledge:

The purpose of this letter is to express to you our opinion that Arkansas state chartered banks are not required to register under the Investment Advisers Act of 1940 or the Arkansas Securities Act in order to provide investment advisory services. Section 202 of the Investment Advisers Act of 1940 excludes from the definition of "Investment Adviser" the following:

"... a bank, or any bank holding company as defined in the Bank Holding Company Act of 1956 which is not an investment company"

The Investment Advisers Act of 1940 defines a "bank" as follows:

"... (i) a banking institution organized under the laws of the United States; (ii) a member bank of the Federal Reserve System; (iii) any other banking institution or trust company, whether incorporated or not, doing business under the laws of any State or the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to national banks under the authority of the Comptroller of the Currency, and which is supervised and examined by State or Federal authority having supervision over banks"

August 31, 2006
Page 2

Similarly, the Arkansas Securities Act exempts from the definition of "Investment Adviser" "a bank, savings and loan association, credit union, or trust company."

You have also asked us to advise you with respect to the applicability of Securities and Exchange Commission regulation 17 CFR 275.202(a)(11)-1 ("Regulation") to a state chartered bank. The Regulation concerns certain instances when a broker-dealer will or will not be deemed an investment adviser. The Regulation is inapplicable to a state chartered bank, because a state chartered bank will not be considered a broker-dealer for purposes of the Regulation.

The Investment Advisers Act of 1940 excludes a "bank" from both the definition of "broker" and the definition of "dealer." What constitutes a "bank" under the Investment Advisers Act of 1940 is set forth above. The Arkansas Securities Act also exempts from the definition of "Broker-dealer" a "bank." Under this analysis, the Regulation will not be applicable to a state chartered bank.

If you have any comments or questions regarding these matters, please do not hesitate to contact us.

Very truly yours,


Timothy C. Ezell

TCE/bb

Cc: Mr. Frank Faust (via email)



August 31, 2006

Dear Mayor Coody:

We have worked with the City of Fayetteville as an advisor in many areas during the last six years. The following document is a continuation of this advice.

We not only feel strongly about giving you the very best advice we know how to give but also feel strongly about the role we have in policing our own industry. I have worked in this industry for 39 years and look forward to the future as I have a very large personal investment in Garrison Asset Management and will be here for many years to come. To that end we are submitting further concerns over the RFP submitted by Crew & Associates.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Rebecca H. Garner'. The signature is fluid and cursive, with a long horizontal line extending to the right.

Rebecca H. Garner
President and Chief Investment Officer
Garrison Asset Management
and
Board Member
Garrison Financial Corporation



VIA HAND DELIVERY

August 31, 2006

The Honorable Mayor Dan Coody
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Cc: Mr. Paul Becker, Director of Finance
Mr. Kit Williams, City Attorney
Ms. Peggy Vice, Purchasing Manager
The Honorable Robert Reynolds, Ward 1, Position 1
The Honorable Brenda Thiel, Ward 1, Position 2
The Honorable Kyle B. Cook, Ward 2, Position 1
The Honorable Robert K. Rhoads, Ward 3, Position 1
The Honorable Bobby Ferrell, Ward 3, Position 2
The Honorable Shirley Lucas, Ward 4, Position 1
The Honorable Lioneld Jordan Ward 4, Position 2

Dear Mayor Coody:

Thank you for the opportunity to submit our previous documentation to members of the City Council regarding our concerns related to the awarding of the investment management contract with the City.

As we mentioned in our letter dated August 29, 2006 (our Previous Letter) we only received a copy of the Crews & Associates (Crews) response to the Request For Proposal (RFP) on that day at approximately 11:30am under a verbal request under FOIA for the documents after having our initial written FOIA request denied on July 14th, 2006.

As you know, we submitted as part of our Previous Letter several potential concerns related to the bid process and the prospective award of the contract.

Given the limited amount of time we had to review the documents prior to us submitting our Previous Letter (literally just a couple of hours) and upon further review by us, we have additional potential concerns that we would like to draw your attention to today. We will use the same naming convention as in our Previous Letter and will begin our discussion today with Concern 9. Please incorporate our Previous Letter and all supporting documentation from August 29, 2006 into this document by reference. This document should be read in conjunction with our Previous Letter and included documentation.



Concern 9

We would note that on page 2 of the RFP, Paragraph 2, it states "A non-responsive or incomplete proposal will not be considered."

Based on our more thorough review of Crews' RFP, it is our opinion that it is incomplete and non-responsive on at least nine separate occasions.

In summary we would note:

RFP Question II-4 Concern 10	"Describe your institutional investment management asset portfolio and fixed income portfolio totals..."	No direct answer to the question asked.
RFP Question II-7 Concern 14	Please provide the "Merrill Lynch 1 to 5 Years Government/Corporate Index and the Merrill Lynch AAA Agency Master Index for the years 2003, 2004, and 2005."	Wrong Indexes provided. Incomplete and non-responsive.
RFP Question II-7 Concern 15	In relation to providing investment performance.	Provided 2 portfolios rather than a composite of performance. One portfolio has 20% non-investment grade assets. Not comparable to the City. Incomplete, non-responsive and potentially misleading.
RFP Question II-3 Concern 18	"Provide a general description of investment experience with public and/or private sector customers in managing assets..."	Appears to be bond-underwriting and bank rate-differential type clients and not investment advisory/asset management type client references. Incomplete and non-responsive.
RFP Question II-6 Concern 19	Describe credit review process.	Crews' complete response to this part of the question is that they "review credit ratings."
RFP Question II-5 Concern 20	"Describe Reporting Procedures."	Not answered at all. Incomplete and non-responsive.
RFP Question III-3 Concern 21	"Provide history of any complaints, censure or litigation..."	None disclosed in the RFP. Several disclosed in the ADV filed on 8/2/06, one that was both initiated and resolved on the same day, 6/23/06 (after the RFP



		response). Potentially misleading and unlikely to have been brought and settled on the same day.
RFP Question III-4 Concerns 19 & 22	Related to the question about fees:	No mention of an asset management fee, only custody, safekeeping, and wire fees. No mention of commissions to Crews from FSB. Potentially misleading. Incomplete and non-responsive.
Addendums Concern 23	"Please acknowledge receipt of this addendum...by signing below and submitting this document as part of your proposal."	None of the 5 addendums provided in Crews' RFP. Incomplete and non-responsive.

See specifically Concerns 10, 13, 14, 15, 18, 20, 21, 22, and 23, below for a more detailed analysis.

Concern 10

Section II, Question 4 of the RFP states in its entirety:

"Describe your institutional investment management asset portfolio and fixed income portfolio totals separately for Governmental and other institutional entities and identify such assets as operating or pension funds."

Crews' response to this question states in its entirety:

"Crews & Associates has more than 6,000 active accounts in 35+ states across the Country. A full range of investment services are offered; these include custodial, safekeeping, principal and agency accounts. In the past 12 months, our volume of fixed income trading has been in excess of \$5 billion. Approximately ninety-five percent of the firm's business is in the area of fixed income investing and approximately 80% of this business is for the benefit of institutional accounts. Our clients are among the largest in the world and are diverse - ranging from customers like All State Insurance to Grambling University to the State of Arkansas."

It appears, given the context in which is written, that the reference to "6,000 active accounts in 35+ states across the Country" refers to brokerage accounts and not discretionary, investment management accounts. This would be consistent with their disclosure in the recently filed advisor registration with the State of Arkansas that they have no clients and no advisory assets under management.

The reference to "In the past 12 months, our volume of fixed income trading has been in excess of \$5 billion" is unmistakably related to brokerage and likely has absolutely



nothing to do with and no relation whatsoever to fixed income portfolio management or advisory services as they would relate to the City of Fayetteville.

Why were All State Insurance and Grambling University not included in Crews' client references in response to Section II, Question 3 related to references when they were referred to in this question?

Are these clients brokerage clients or investment advisory clients?

Why were none of All State Insurance, Grambling University and the State of Arkansas included in the performance information provided by Crews for comparison to the City?

Do these accounts not have performance that the City might be interested in?

In our opinion their entire answer to this question is non-responsive and bears little to no relationship to the question asked in the RFP.

On page 2 of the RFP, Paragraph 2, it states "A non-responsive or incomplete proposal will not be considered."

Concern 11

On page 2 of the Crews response to the RFP under Our Organization it states "Crews & Associates is a wholly-owned subsidiary of First Security Bancorp..."

Clearly the RFP was from Crews and yet the proposed contract as outlined in the Investment Management Agency Agreement is to be with First Security Bank (FSB). Throughout the RFP it is our opinion that many questions were not directly answered or were not answered at all in the context within which they were asked. It appears that when Crews was attempting to show some level of fixed income institutional investment advisory experience they invoked the "Crews" moniker and yet when they were potentially attempting to skirt the Securities & Exchange (SEC) registration requirements, they invoked the "FSB" moniker.

Concern 12

Throughout Crews' response to the RFP there are multiple references to "managed" and "manages" (see for example the 4th paragraph on page 2 which states "In addition to our investment management services, Crews..."). Yet on Crews' initial registration as an investment advisor with the State of Arkansas (not the SEC) filed on or about August 2, 2006, they state that they have no clients and no assets under management.

This seems to be completely contradictory information - investment management experience on the one hand, and no clients or assets on the other.



Concern 13

The deadline for RFP submissions was originally scheduled for May 12th, 2006 and was extended twice – once on May 9, 2006 to May 19, 2006 (Addendum 2 to the RFP) and then again on May 18, 2006 to June 1, 2006 (Addendum 3 to the RFP).

Crews' cover letter submitted as part of their RFP was dated May 18, 2006 and was likely sent via overnight mail for delivery on the first extended deadline of May 19, 2006. It appears Crews' response was sent prior to the second extension on May 18, 2006. There was also a reference in Addendum 3 to the RFP relating to very specific comparative performance indexes that the City wanted to receive from each respondent.

Was the delay on May 18, 2006, by all appearances after Crews had mailed their initial response in anticipation of a May 19, 2006 deadline, done in an effort to afford any bidder an unfair competitive advantage? Could it be that Crews was unable to obtain the requested comparative performance indexes, thus making their RFP "non responsive" and subject to rejection?

On page 2 of the RFP, Paragraph 2, it states "A non-responsive or incomplete proposal will not be considered."

Concern 14

In Part II, Question 7, Performance, of the RFP the City asks for two comparative indexes: 1) the Merrill Lynch 1 to 5-Year US Treasury Index and 2) The Merrill Lynch AAA Agency Master Index.

During the RFP process Garrison Asset Management, LLC (Garrison Asset) called the City's attention to the fact that the Merrill Lynch 1 to 5-Year US Treasury Index does not exist. Apparently the City had made a typographical error.

In Addendum 3 to the RFP on May 18, 2006 mentioned above the City clarified the required indexes to be the "Merrill Lynch 1 to 5 Years Government/Corporate Index and the Merrill Lynch AAA Agency Master Index for the years 2003, 2004, and 2005."

On page 7 of Crews' response to the RFP none of the comparative indexes they provided appear to match either of the two required indexes despite Crews' assertion that "For purposes of this discussion, and for comparison purposes, we will measure it (their performance) against the indexes requested as well as with the Lehman Index."

Please compare the response submitted by Garrison Asset for the correct indexes as opposed to the apparently incorrect indexes submitted by Crews.

On page 2 of the RFP, Paragraph 2, it states "A non-responsive or incomplete proposal will not be considered."

Shouldn't Crews' response to the RFP be considered "non-responsive" and "incomplete" due to their failure to appropriately and directly answer the question related to performance?



Concern 15

Crews' response to the Performance question also states that *"The firm (Crews) is providing specific performance of two Portfolios, managed by Mr. Jones and Mr. Harding, with goals similar to those stated by the City of Fayetteville."* Continuing, *"Approximately 80% of the fund's assets are in investment grade securities. The fund's performance is actually measured against the Lehman Aggregate Bond Index."*

This again brings up the issue of "managed" and "manages" as it relates to providing discretionary, fee-based investment advisory services and not being registered with the SEC as an advisor.

Further, we think the City could safely assume that 20% of one of the portfolios was invested in non-investment grade securities. In our opinion, a portfolio that contains 20% of its assets in non-investment grade securities is not an appropriate portfolio to use to present performance. It is very much dissimilar to the investment requirements of the City. Further, a portfolio that is normally compared to the Lehman Aggregate Bond Index is also not an appropriate comparison to the City in our opinion, nor is the Aggregate Index itself. Not only is this index's average maturity much longer than that of the City, but it also contains many securities within its mix that the City is not allowed to invest in under their investment policy.

Most registered investment advisors provide what is called "composite" performance, which is simply a market value weighted average of all similar portfolios over a period of time. Picking out one or two specific portfolios (cherry-picking) is generally not well regarded within the industry.

This apparent "apples to oranges" comparison may be materially misleading and may also be considered a "non-responsive" answer to what in our opinion is one of the most important questions in the RFP.

On page 2 of the RFP, Paragraph 2, it states *"A non-responsive or incomplete proposal will not be considered."*

Concern 16

In Section II, Question 2 of the RFP Crews states that *"Our typical investment professionals manage a multitude of fixed income accounts..."*

Are they investment managers providing discretionary, fee based investment advisory services or are they providing brokerage services on a commission basis for these accounts, or both? If Crews is acting as an investment advisor and providing fee-based portfolio management services, it is our opinion that Crews should be registered with the SEC as an investment advisor.



Concern 17

Nowhere in either of Mr. Rush Harding's, Mr. John Rutledge's, or Mr. Jim Jones' biographies does it mention anything related to investment management, portfolio management, asset management, or discretionary fee-based investment advisory services in the context in which those terms would relate to the services requested by the City in the RFP. Mr. Frank Faust's biography is apparently the only one that refers to the fact that he "has extensive experience in managing fixed income securities." Yet the performance information submitted by Crews is from portfolios managed by Mr. Harding and Mr. Jones, and not Mr. Faust.

Please review the professional biographies of all the RFP finalists.

Concern 18

Section II, Question 3 of the RFP states:

"Provide a general description of investment experience with public and/or private sector customers in managing assets utilizing the same or similar type investment policy. Please list a minimum of three (3) such customers that may be contacted for references."

Crews' response to the question states in part:

"Mr. Harding specializes in fixed income investing while Mr. Jones has been an investment banking specialist since 1976." Mr. Harding's resume in the RFP refers to sales and trading. Mr. Jones resume in the RFP refers to sales and compliance. Continuing, "Mr. Faust has a broad range of experience working with large institutional accounts including presently managing over \$100 million for the State of Arkansas." Additionally, "We are confident that no other respondent to this RFP can provide the City of Fayetteville with the depth of experience and knowledge that this team of professionals can provide or the accessibility."

Additionally, it appears as if 3 of the 4 (Mr. Allen Smith — Arkansas Baptist Health, Mr. Harry Hedges — Polk County, Florida, and Mr. Larry Dickerson — Arkansas Highway Department) client references provided by Crews have no direct affiliation to their "investment experience with public and/or private sector customers in managing assets utilizing the same or similar type investment policy" to that of the City.

Are these references related to fixed income asset management or bond underwriting?

Does "specializes in fixed income investing" mean as a broker or as an investment advisor?

Does investment banking experience relate directly to the current RFP requirements?

Why did Crews not use Mr. Faust's "management" of "over \$100 million for the State of Arkansas" as part of their performance representation?

Does this account not have any performance that would be comparable and of interest to the City?



What exactly is Crews' role in "managing" this account?

In our opinion, the answer to this question is largely non-responsive. Again, please review the comparative experience level of each finalist respondent.

On page 2 of the RFP, Paragraph 2, it states "A non-responsive or incomplete proposal will not be considered."

Concern 19

In Section II, Question 6 related to research capabilities Crews states "Any corporate bonds *sold* to this account in accordance with the written guidelines..." The emphasis added is ours.

Is Crews "selling" bonds to the City's account as a broker or are they investing the assets of the account on behalf of the City as an investment advisor?

What commission or other mark-up will Crews receive as a broker above and beyond their fee stated in the RFP?

Crews' response to this question also says their "professionals are constantly reviewing credit ratings..."

As far as we can tell, that is the extent of their "organization's research capabilities and credit review process" as asked for in the question of the RFP.

Please compare the research capabilities of all the finalist respondents.

Concern 20

Part of Section II, Question 5 says "Describe reporting procedures."

No where in Crews' response to this question are reporting procedures addressed.

This answer appears to be non-responsive.

On page 2 of the RFP, Paragraph 2, it states "A non-responsive or incomplete proposal will not be considered."

Concern 21

Question 3 in Section III of the RFP states:

"Provide history of any complaints, censure or litigation by the Securities and Exchange Commission and/or other regulatory agencies involving your organization within the last three (3) years."



Crews responds "None" to this question.

However, upon closer examination of Crews' initial, recently filed investment advisor application with the State of Arkansas there is a disclosure under case docket E052005001801 that was both initiated and settled on the same day, 6/23/06.

This is clearly beyond the date at which the RFP was submitted, but was the complaint really brought and settled on the same day?

It appears as if Crews' answer to this question is incomplete and non-responsive.

On page 2 of the RFP, Paragraph 2, it states "A non-responsive or incomplete proposal will not be considered."

We have included this portion of the ADV for your review.

Concern 22

Crews' response to Section III, Question 4 related to fees states:

"Our proposed fee schedule is negotiable. Based on the information available to us, First Security Bank's Trust services group proposes an all inclusive (custodial, safekeeping, wire, etc.) annual fee of 10 basis points for \$25 million or more in managed assets. If less than \$25 million in managed assets, the trust services group proposes an all inclusive annual fee of 14 basis points. All purchases for benefit of the City of Fayetteville will be accomplished by First Security Bancorp in accordance with the terms and condition of the City's Investment Policy."

Item 5.1, Selection of Broker, of the propose Investment Management Agency Agreement states (supplied to you yesterday):

"The City authorizes FSB to place orders for purchases and sales of securities and financial assets through any broker or dealer it chooses, including a broker or dealer which is affiliated with or under common control with FSB. In selecting a broker or dealer for any transaction or series of transactions, FSB will consider such factors as net price, execution, availability of research, and other factors which FSB reasonably believe to be appropriate for purposes of making that decision. The fact that the fees paid for brokerage services for the broker or dealer selected by FSB are greater than fees for which similar services could be obtained, shall not be a basis for liability to FSB." Emphasis added.

Investment advisors have a fiduciary duty to obtain the best price and best execution for their clients (taking into account many considerations), and many independent advisors do not have affiliated broker dealers.

It appears as if FSB will receive the actual fee from the City (for "custodial, safekeeping, wire, etc." but not for investment management) and that Crews could be allowed to charge a commission or other fee for brokerage services as it sees fit. It was not mentioned in RFP Section III, Question 4, that Crews would receive any brokerage



commissions nor was a fee specifically for investment management mentioned. The fee stated in the RFP does not appear to be "all inclusive."

No where in Crews' response to this question does there appear to be a fee stated for investment management services.

Crews' answer to this question appears to be incomplete and non-responsive.

On page 2 of the RFP, Paragraph 2, it states "A non-responsive or incomplete proposal will not be considered."

Concern 23

There were 5 addendums to the RFP. At the end of each Addendum it states:

"Please acknowledge receipt of this addendum (RFP 06-07, Addendum #) by signing below and submitting this document as part of your proposal."

No where in the Crews RFP are any of the Addendums present.

On page 2 of the RFP, Paragraph 2, it states "A non-responsive or incomplete proposal will not be considered."

This requirement of acknowledging receipt, signing and submitting the addendums is incomplete and non-responsive.

Concern 24

Listed below are other questions for which the City may want to obtain answers:

What, specifically, are your assets under management for discretionary, fee-based investment advisory services?

a) How many fixed income accounts do you manage and what are your fixed income assets under management for discretionary, fee-based accounts?

b) Of the fixed income accounts how many of them are municipalities or other regulated entities similar to the City?

What percent of your total revenue does discretionary, fee-based investment advisory services represent?

What are the credentials and experience of the direct portfolio manager on the City's account in managing discretionary, fee-based portfolios under similar styles to that of the City of Fayetteville?

How many portfolios does the proposed portfolio manager currently manage on a discretionary, fee-based only basis?



What are the assets under management for the proposed portfolio manager that are discretionary and fee-based only?

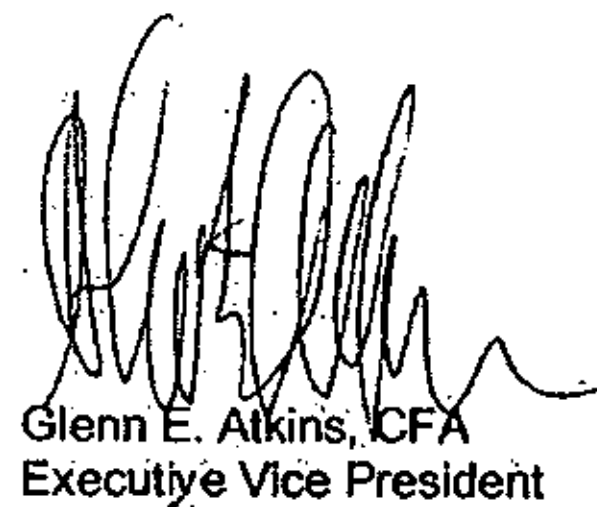
Thank you very much for your attention to these matters. If you should have any questions, please feel free to contact us.

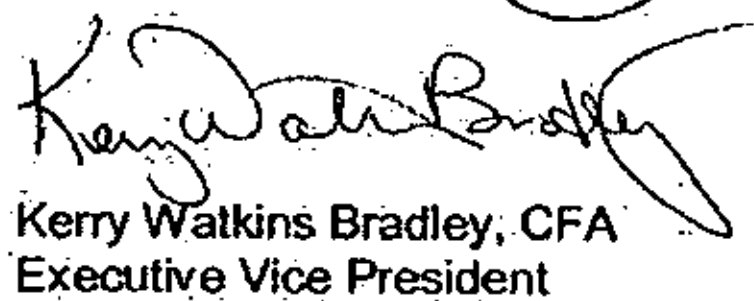
We have included the following documents for your review and consideration:

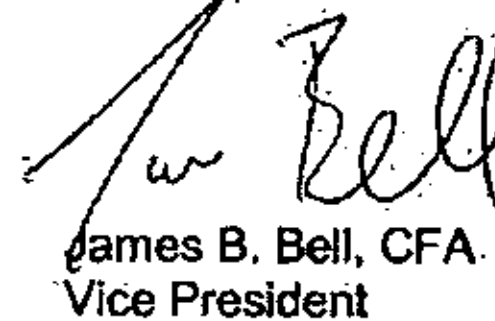
- 1) An additional portion of Crews' for ADV that we inadvertently omitted from the documentation we submitted on 8/29/06.

Sincerely,


Rebecca H. Garner
President


Glenn E. Atkins, CFA
Executive Vice President


Kerry Watkins Bradley, CFA
Executive Vice President


James B. Bell, CFA
Vice President

Encl.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: CREWS & ASSOCIATES, INC.

IARD/CRD Number: 8052

Rev. 02/2005

Form ADV, DRPs

CRIMINAL DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

REGULATORY ACTION DISCLOSURE REPORTING PAGE (ADV)

GENERAL INSTRUCTIONS

This Disclosure Reporting Page (DRP ADV) is an ☒ INITIAL **OR** ☐ AMENDED response used to report details for affirmative responses to Items 11.C., 11.D., 11.E., 11.F. or 11.G. of Form ADV.

Check item(s) being responded to:

Regulatory Action

- | | | | |
|----------------------------------|---|----------------------------------|----------------------------------|
| ☐ 11.C(1) | ☐ 11.C(5) | ☐ 11.D(4) | ☐ 11.E(3) |
| ☐ 11.C(2) | ☐ 11.D(1) | ☐ 11.D(5) | ☐ 11.E(4) |
| ☐ 11.C(3) | ☒ 11.D(2) | ☐ 11.E(1) | ☐ 11.F |
| ☐ 11.C(4) | ☐ 11.D(3) | ☐ 11.E(2) | ☐ 11.G |

Use a separate DRP for each event or *proceeding*. The same event or *proceeding* may be reported for more than one *person* or entity using one DRP. File with a completed Execution Page.

One event may result in more than one affirmative answer to Items 11.C., 11.D., 11.E., 11.F. or 11.G. Use only one DRP to report details related to the same event. If an event gives rise to actions by more than one regulator, provide details to each action on a separate DRP.

PART I

A. The *person(s)* or entity(ies) for whom this DRP is being filed is (are):

- ☒ You (the advisory firm)
☐ You and one or more of your *advisory affiliates*
☐ One or more of your *advisory affiliates*

If this DRP is being filed for an *advisory affiliate*, give the full name of the *advisory affiliate* below (for individuals, Last name, First name, Middle name).

If the *advisory affiliate* has a CRD number, provide that number. If not, indicate "non-registered" by checking the appropriate box.

ADV DRP - ADVISORY AFFILIATE

No Information Filed

☐ This DRP should be removed from the ADV record because the *advisory affiliate(s)* is no longer associated with the adviser.

☐ This DRP should be removed from the ADV record because: (1) the event or *proceeding* occurred more than ten years ago or (2) the adviser is registered or applying for registration with the SEC and the event was resolved in the adviser's or *advisory affiliate's* favor.

If you are registered or registering with a *state securities authority*, you may remove a DRP for an event you reported only in response to Item 11.D(4), and only if that event occurred more than ten years ago. If you are registered or registering with the SEC, you may remove a DRP for any event listed in Item 11 that occurred more than ten years ago.

B. If the *advisory affiliate* is registered through the IARD system or CRD system, has the *advisory affiliate* submitted a DRP (with Form ADV, BD or U-4) to the IARD or CRD for the event? If the answer is "Yes," no other information on this DRP must be provided.

☐ Yes ☒ No

NOTE: The completion of this form does not relieve the *advisory affiliate* of its obligation to update its IARD or CRD records.

PART II

1. Regulatory Action initiated by:

☐ SEC ☐ Other Federal ☒ State ☐ SRO ☐ Foreign

(Full name of regulator, *foreign financial regulatory authority*, federal, state, or SRO)
SECURITIES DIVISION MASSACHUSETTS

2. Principal Sanction:

Other

Other Sanctions:

MONETARY FINE

3. Date Initiated (MM/DD/YYYY):

12/27/1995 ☒ Exact ☐ Explanation

If not exact, provide explanation:

4. Docket/Case Number:

R-95-156

5. *Advisory Affiliate* Employing Firm when activity occurred which led to the regulatory action (if applicable):

6. Principal Product Type:

Debt - Municipal

Other Product Types:

7. Describe the allegations related to this regulatory action (your response must fit within the space provided):

NON ALLOWABLE SALES PRIOR TO REGISTRATION

8. Current status ? ☐ Pending ☐ On Appeal ☒ Final

9. If on appeal, regulatory action appealed to (SEC, SRO, Federal or State Court) and Date Appeal Filed:

If Final or On Appeal, complete all items below. For Pending Actions, complete Item 13 only.

10. How was matter resolved:

Decision & Order of Offer of Settlement

11. Resolution Date (MM/DD/YYYY):

01/03/1996 ☒ Exact ☐ Explanation

If not exact, provide explanation:

12. Resolution Detail:

A. Were any of the following Sanctions Ordered (check all appropriate items)?

☒ Monetary/Fine Amount:\$ 1700☐ Revocation/Expulsion/Denial☐ Disgorgement/Restitution☐ Censure☐ Cease and Desist/Injunction☐ Bar☐ Suspension

B. Other Sanctions Ordered:

Sanction detail: if suspended, *enjoined* or barred, provide duration including start date and capacities affected (General Securities Principal, Financial Operations Principal, etc.). If requalification by exam/retraining was a condition of the sanction, provide length of time given to requalify/retrain, type of exam required and whether condition has been satisfied. If disposition resulted in a fine, penalty, restitution, disgorgement or monetary compensation, provide total amount, portion levied against you or an *advisory affiliate*, date paid and if any portion of penalty was waived:

FINE OF \$1700.00 WAS LEVIED AGAINST THE APPLICANT NONE WAS WAIVED, PAID IN FULL ON RESOLUTION.

13. Provide a brief summary of details related to the action status and (or) disposition and include relevant terms, conditions and dates (your response must fit within the space provided.)

ALTHOUGH CREWS, WITH EXCEPTION OF SIX TRANSACTIONS IN EXEMPT SECURITIES

WHICH IT BELIEVED PERMITTED BY THE MASSACHUSETTS ACT. BY INTERPRETATION, THE DIVISION APPLIED NO ALLOWANCE FOR SALES. ON THIS BASE, THE DIVISION ALLOWED CREWS ITS APPLICATION FOR REGISTRATION. NO ADDITIONAL ACTION OCCURED EXCEPT MONETARY FINE.

GENERAL INSTRUCTIONS

This Disclosure Reporting Page (DRP ADV) is an ☒ INITIAL **OR** ☐ AMENDED response used to report details for affirmative responses to Items 11.C., 11.D., 11.E., 11.F. or 11.G. of Form ADV.

Check item(s) being responded to:

Regulatory Action			
☐ 11.C(1)	☐ 11.C(5)	☐ 11.D(4)	☐ 11.E(3)
☐ 11.C(2)	☐ 11.D(1)	☐ 11.D(5)	☐ 11.E(4)
☐ 11.C(3)	☐ 11.D(2)	☐ 11.E(1)	☐ 11.F
☐ 11.C(4)	☐ 11.D(3)	☒ 11.E(2)	☐ 11.G

Use a separate DRP for each event or *proceeding*. The same event or *proceeding* may be reported for more than one *person* or entity using one DRP. File with a completed Execution Page.

One event may result in more than one affirmative answer to Items 11.C., 11.D., 11.E., 11.F. or 11.G. Use only one DRP to report details related to the same event. If an event gives rise to actions by more than one regulator, provide details to each action on a separate DRP.

PART I

A. The *person(s)* or entity(ies) for whom this DRP is being filed is (are):

- ☒ You (the advisory firm)
☐ You and one or more of your *advisory affiliates*
☐ One or more of your *advisory affiliates*

If this DRP is being filed for an *advisory affiliate*, give the full name of the *advisory affiliate* below (for individuals, Last name, First name, Middle name).

If the *advisory affiliate* has a CRD number, provide that number. If not, indicate "non-registered" by checking the appropriate box.

ADV DRP - ADVISORY AFFILIATE

No Information Filed

☐ This DRP should be removed from the ADV record because the *advisory affiliate(s)* is no longer associated with the adviser.

☐ This DRP should be removed from the ADV record because: (1) the event or *proceeding* occurred more than ten years ago or (2) the adviser is registered or applying for registration with the SEC and the event was resolved in the adviser's or *advisory affiliate's* favor.

If you are registered or registering with a *state securities authority*, you may remove a DRP for an event you reported only in response to Item 11.D(4), and only if that event occurred more than ten years ago. If you are registered or registering with the SEC, you may remove a DRP for any event listed in Item 11 that occurred more than ten years ago.

B. If the *advisory affiliate* is registered through the IARD system or CRD system, has the *advisory affiliate* submitted a DRP (with Form ADV, BD or U-4) to the IARD or CRD for the event? If the answer is "Yes," no other information on this DRP must be provided.

☐ Yes ☒ No

NOTE: The completion of this form does not relieve the *advisory affiliate* of its obligation to update its IARD or CRD records.

PART II

1. Regulatory Action initiated by:

☐ SEC ☐ Other Federal ☐ State ☒ SRO ☐ Foreign

(Full name of regulator, *foreign financial regulatory authority*, federal, state, or SRO)

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

2. Principal Sanction:

Other

Other Sanctions:

MONETARY FINE

3. Date Initiated (MM/DD/YYYY):

06/23/2006 ☒ Exact ☐ Explanation

If not exact, provide explanation:

4. Docket/Case Number:

E052005001801

5. *Advisory Affiliate* Employing Firm when activity occurred which led to the regulatory action (if applicable):

6. Principal Product Type:

No Product

Other Product Types:

7. Describe the allegations related to this regulatory action (your response must fit within the space provided):

MSRB RULE G-36 - RESPONDENT MEMBER FAILED TO TIMELY REPORT MUNICIPAL

SECURITIES RULEMAKING BOARD FORMS G-36S WITH THE MSRB.

8. Current status ? ☐ Pending ☐ On Appeal ☒ Final

9. If on appeal, regulatory action appealed to (SEC, SRO, Federal or State Court) and Date Appeal Filed:

If Final or On Appeal, complete all items below. For Pending Actions, complete Item 13 only.

10. How was matter resolved:
Acceptance, Waiver & Consent(AWC)11. Resolution Date (MM/DD/YYYY):
06/23/2006 ☒ Exact ☐ Explanation
If not exact, provide explanation:

12. Resolution Detail:

A. Were any of the following Sanctions *Ordered* (check all appropriate items)?☒ Monetary/Fine Amount:\$ 5000☐ Revocation/Expulsion/Denial☐ Disgorgement/Restitution☐ Censure☐ Cease and Desist/Injunction☐ Bar☐ SuspensionB. Other Sanctions *Ordered*:

Sanction detail: if suspended, *enjoined* or barred, provide duration including start date and capacities affected (General Securities Principal, Financial Operations Principal, etc.). If requalification by exam/retraining was a condition of the sanction, provide length of time given to requalify/retrain, type of exam required and whether condition has been satisfied. If disposition resulted in a fine, penalty, restitution, disgorgement or monetary compensation, provide total amount, portion levied against you or an *advisory affiliate*, date paid and if any portion of penalty was waived:

WITHOUT ADMITTING OR DENYING THE FINDINGS, CREWS & ASSOCIATES, INC.,
CONSENTED TO THE DESCRIBED SANCTION AND TO THE ENTRY OF FINDINGS
THEREFORE, THE FIRM IS FINED \$5,000

13. Provide a brief summary of details related to the action status and (or) disposition and include relevant terms, conditions and dates (your response must fit within the space provided.)

GENERAL INSTRUCTIONS

This Disclosure Reporting Page (DRP ADV) is an ☒ INITIAL ☐ AMENDED response used to report details for affirmative responses to Items 11.C., 11.D., 11.E., 11.F. or 11.G. of Form

ADV.

Check item(s) being responded to:

Regulatory Action			
☐ 11.C(1)	☐ 11.C(5)	☐ 11.D(4)	☐ 11.E(3)
☐ 11.C(2)	☐ 11.D(1)	☐ 11.D(5)	☐ 11.E(4)
☐ 11.C(3)	☐ 11.D(2)	☐ 11.E(1)	☐ 11.F
☐ 11.C(4)	☐ 11.D(3)	☒ 11.E(2)	☐ 11.G

Use a separate DRP for each event or *proceeding*. The same event or *proceeding* may be reported for more than one *person* or entity using one DRP. File with a completed Execution Page.

One event may result in more than one affirmative answer to Items 11.C., 11.D., 11.E., 11.F. or 11.G. Use only one DRP to report details related to the same event. If an event gives rise to actions by more than one regulator, provide details to each action on a separate DRP.

PART I

A. The *person(s)* or entity(ies) for whom this DRP is being filed is (are):

- ☒ You (the advisory firm)
- ☐ You and one or more of your *advisory affiliates*
- ☐ One or more of your *advisory affiliates*

If this DRP is being filed for an *advisory affiliate*, give the full name of the *advisory affiliate* below (for individuals, Last name, First name, Middle name).

If the *advisory affiliate* has a CRD number, provide that number. If not, indicate "non-registered" by checking the appropriate box.

ADV DRP - ADVISORY AFFILIATE

No Information Filed

☐ This DRP should be removed from the ADV record because the *advisory affiliate(s)* is no longer associated with the adviser.

☐ This DRP should be removed from the ADV record because: (1) the event or *proceeding* occurred more than ten years ago or (2) the adviser is registered or applying for registration with the SEC and the event was resolved in the adviser's or *advisory affiliate's* favor.

If you are registered or registering with a *state securities authority*, you may remove a DRP for an event you reported only in response to Item 11.D(4), and only if that event occurred more than ten years ago. If you are registered or registering with the SEC, you may remove a DRP for any event listed in Item 11 that occurred more than ten years ago.

B. If the *advisory affiliate* is registered through the IARD system or CRD system, has the *advisory affiliate* submitted a DRP (with Form ADV, BD or U-4) to the IARD or CRD for the event? If the answer is "Yes," no other information on this DRP must be provided.

☐ Yes ☒ No

NOTE: The completion of this form does not relieve the *advisory affiliate* of its obligation to update its IARD or CRD records.

PART II

1. Regulatory Action initiated by:

☐ SEC ☐ Other Federal ☐ State ☒ SRO ☐ Foreign

(Full name of regulator, foreign financial regulatory authority, federal, state, or SRO)

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. MSRB

2. Principal Sanction:

Other

Other Sanctions:

PROCEDURAL CHANGES

3. Date Initiated (MM/DD/YYYY):

04/24/1997 ☒ Exact ☐ Explanation

If not exact, provide explanation:

4. Docket/Case Number:

C05970014

5. *Advisory Affiliate* Employing Firm when activity occurred which led to the regulatory action (if applicable):

6. Principal Product Type:

Debt - Municipal

Other Product Types:

7. Describe the allegations related to this regulatory action (your response must fit within the space provided):

VIOLATIONS OF MSRB G-37

8. Current status ? ☐ Pending ☐ On Appeal ☒ Final

9. If on appeal, regulatory action appealed to (SEC, SRO, Federal or State Court) and Date Appeal Filed:

If Final or On Appeal, complete all items below. For Pending Actions, complete Item 13 only.

10. How was matter resolved:

Acceptance, Waiver & Consent(AWC)

11. Resolution Date (MM/DD/YYYY):

06/25/1997 ☒ Exact ☐ Explanation

If not exact, provide explanation:

12. Resolution Detail:

A. Were any of the following Sanctions *Ordered* (check all appropriate items)?

☒ Monetary/Fine Amount:\$ 250

☐ Revocation/Expulsion/Denial

☐ Disgorgement/Restitution

☐ Censure

☐ Cease and Desist/Injunction

☐ Bar

☐ Suspension

B. Other Sanctions *Ordered*:

Sanction detail: if suspended, *enjoined* or barred, provide duration including start date and capacities affected (General Securities Principal, Financial Operations Principal, etc.). If requalification by exam/retraining was a condition of the sanction, provide length of time given to requalify/retrain, type of exam required and whether condition has been satisfied. If disposition resulted in a fine, penalty, restitution, disgorgement or monetary compensation, provide total amount, portion levied against you or an *advisory affiliate*, date paid and if any portion of penalty was waived:

\$250.00 FINED THE APPLICANT, PAID ON RESOLUTION AND NONE WAS WAIVED.

13. Provide a brief summary of details related to the action status and (or) disposition and include relevant terms, conditions and dates (your response must fit within the space provided.)

IN FIRTS MSRB REPORTING YR, TWO UNDERWRITINGS QTRLY PERIOD 9/30/95 1. ADFA SERIES 95 FROM SEQUENTIAL POSITION CO-MANAGER WITH THREE OTHERS AND SR-NO ADD ACTIVITY INCLUDING CLOSING NOTICE TO CREWS. 2. POCAHANTAS CNTY WV SERIES 95 A. B. C. WAS AN IN-PROCESS OMISSION. BOTH HAVE BEEN ADDRESSED IN ADDED CHECK OFF PROCEDURES TO ENSURE ACCURATE REPORTING.

GENERAL INSTRUCTIONS

This Disclosure Reporting Page (DRP ADV) is an ☐ INITIAL ☒ AMENDED response used to report details for affirmative responses to Items 11.C., 11.D., 11.E., 11.F. or 11.G. of Form ADV.

Check item(s) being responded to:

Regulatory Action

☐ 11.C(1)

☐ 11.C(5)

☐ 11.D(4)

☐ 11.E(3)

☐ 11.C(2)

☐ 11.D(1)

☐ 11.D(5)

☐ 11.E(4)

☐ 11.C(3)☐ 11.D(2)☐ 11.E(1)☐ 11.F☐ 11.C(4)☐ 11.D(3)☒ 11.E(2)☐ 11.G

Use a separate DRP for each event or *proceeding*. The same event or *proceeding* may be reported for more than one *person* or entity using one DRP. File with a completed Execution Page.

One event may result in more than one affirmative answer to Items 11.C., 11.D., 11.E., 11.F. or 11.G. Use only one DRP to report details related to the same event. If an event gives rise to actions by more than one regulator, provide details to each action on a separate DRP.

PART I

A. The *person(s)* or entity(ies) for whom this DRP is being filed is (are):

- ☐ You (the advisory firm)
☒ You and one or more of your *advisory affiliates*
☐ One or more of your *advisory affiliates*

If this DRP is being filed for an *advisory affiliate*, give the full name of the *advisory affiliate* below (for individuals, Last name, First name, Middle name).

If the *advisory affiliate* has a CRD number, provide that number. If not, indicate "non-registered" by checking the appropriate box.

ADV DRP - ADVISORY AFFILIATE

CRD Number: 45985

This *advisory affiliate* is ☐ a Firm ☒ an Individual

Registered: ☒ Yes ☐ No

Name: CHITWOOD, RICHARD BOYD
(For individuals, Last, First, Middle)

☐ This DRP should be removed from the ADV record because the *advisory affiliate(s)* is no longer associated with the adviser.

☐ This DRP should be removed from the ADV record because: (1) the event or *proceeding* occurred more than ten years ago or (2) the adviser is registered or applying for registration with the SEC and the event was resolved in the adviser's or *advisory affiliate's* favor.

If you are registered or registering with a *state securities authority*, you may remove a DRP for an event you reported only in response to Item 11.D(4), and only if that event occurred more than ten years ago. If you are registered or registering with the SEC, you may remove a DRP for any event listed in Item 11 that occurred more than ten years ago.

B. If the *advisory affiliate* is registered through the IARD system or CRD system, has the *advisory affiliate* submitted a DRP (with Form ADV, BD or U-4) to the IARD or CRD for the event? If the answer is "Yes," no other information on this DRP must be provided.

☒ Yes ☐ No

NOTE: The completion of this form does not relieve the *advisory affiliate* of its obligation to update its IARD or CRD records.

PART II

1. Regulatory Action initiated by:

☐ SEC ☐ Other Federal ☐ State ☒ SRO ☐ Foreign

(Full name of regulator, foreign financial regulatory authority, federal, state, or SRO)

NATIONAL ASSOC OF SECURITIES DEALERS, INC.

2. Principal Sanction:

Censure

Other Sanctions:

MONETARY FINE \$5,000 JOINTLY AND SEVERALLY CREWS & ASSOCIATES, INC., L
ADRON CREWS & RICHARD BOYD CHITWOOD.

3. Date Initiated (MM/DD/YYYY):

04/18/1985 ☒ Exact ☐ Explanation

If not exact, provide explanation:

4. Docket/Case Number:

NEW-506-AWC

5. Advisory Affiliate Employing Firm when activity occurred which led to the regulatory action (if applicable):

6. Principal Product Type:

Direct Investment(s) - DPP & LP Interest(s)

Other Product Types:

DEBT MUNICIPALS

7. Describe the allegations related to this regulatory action (your response must fit within the space provided):

VIOLATION OF ARTICLE III SECTION 1, 21 AND 27 "RULES OF FAIR PRACTICE", DURING PERIOD 06/21/83-08/16/83 PERTAINING TO DISTRIBUTION OF DPP OFFERING; 02/28/85, 03/29/85, 04/12/85 DEPOSIT RELATING TO RESERVE 15C3-3 COMPUTATIONS; 11/01/84-04/18/85 - POSSESSION & CONTROL

8. Current status ? ☐ Pending ☐ On Appeal ☒ Final

9. If on appeal, regulatory action appealed to (SEC, SRO, Federal or State Court) and Date Appeal Filed:

If Final or On Appeal, complete all items below. For Pending Actions, complete Item 13 only.

10. How was matter resolved:
Acceptance, Waiver & Consent(AWC)

11. Resolution Date (MM/DD/YYYY):
08/29/1986 ☒ Exact ☐ Explanation
If not exact, provide explanation:

12. Resolution Detail:

A. Were any of the following Sanctions *Ordered* (check all appropriate items)?

☒ Monetary/Fine Amount:\$ 5000

☐ Revocation/Expulsion/Denial

☐ Disgorgement/Restitution

☒ Censure

☐ Cease and Desist/Injunction

☐ Bar

☐ Suspension

B. Other Sanctions *Ordered*:

Sanction detail: if suspended, *enjoined* or barred, provide duration including start date and capacities affected (General Securities Principal, Financial Operations Principal, etc.). If requalification by exam/retraining was a condition of the sanction, provide length of time given to requalify/retrain, type of exam required and whether condition has been satisfied. If disposition resulted in a fine, penalty, restitution, disgorgement or monetary compensation, provide total amount, portion levied against you or an *advisory affiliate*, date paid and if any portion of penalty was waived:

\$5,000.00 WAS FINED THE APPLICANT. THE AMOUNT WAS PAID BY APPLICANT ON RESOLUTION WITH NO PORTION WAIVED.

13. Provide a brief summary of details related to the action status and (or) disposition and include relevant terms, conditions and dates (your response must fit within the space provided.)

GENERAL INSTRUCTIONS

This Disclosure Reporting Page (DRP ADV) is an ☐ INITIAL ☒ AMENDED response used to report details for affirmative responses to Items 11.C., 11.D., 11.E., 11.F. or 11.G. of Form ADV.

Check item(s) being responded to:

Regulatory Action

☐ 11.C(1)

☐ 11.C(5)

☐ 11.D(4)

☐ 11.E(3)

☐ 11.C(2)

☐ 11.D(1)

☐ 11.D(5)

☐ 11.E(4)

☐ 11.C(3)

☐ 11.D(2)

☐ 11.E(1)

☐ 11.F

☐ 11.C(4)☐ 11.D(3)☒ 11.E(2)☐ 11.G

Use a separate DRP for each event or *proceeding*. The same event or *proceeding* may be reported for more than one *person* or entity using one DRP. File with a completed Execution Page.

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PART I

A. The *person(s)* or entity(ies) for whom this DRP is being filed is (are):

- ☒ You (the advisory firm)
☐ You and one or more of your *advisory affiliates*
☐ One or more of your *advisory affiliates*

If this DRP is being filed for an *advisory affiliate*, give the full name of the *advisory affiliate* below (for individuals, Last name, First name, Middle name).

If the *advisory affiliate* has a CRD number, provide that number. If not, indicate "non-registered" by checking the appropriate box.

ADV DRP - ADVISORY AFFILIATE

No Information Filed

☐ This DRP should be removed from the ADV record because the *advisory affiliate(s)* is no longer associated with the adviser.

☐ This DRP should be removed from the ADV record because: (1) the event or *proceeding* occurred more than ten years ago or (2) the adviser is registered or applying for registration with the SEC and the event was resolved in the adviser's or *advisory affiliate's* favor.

If you are registered or registering with a *state securities authority*, you may remove a DRP for an event you reported only in response to Item 11.D(4), and only if that event occurred more than ten years ago. If you are registered or registering with the SEC, you may remove a DRP for any event listed in Item 11 that occurred more than ten years ago.

B. If the *advisory affiliate* is registered through the IARD system or CRD system, has the *advisory affiliate* submitted a DRP (with Form ADV, BD or U-4) to the IARD or CRD for the event? If the answer is "Yes," no other information on this DRP must be provided.

☐ Yes ☒ No

NOTE: The completion of this form does not relieve the *advisory affiliate* of its obligation to update its IARD or CRD records.

PART II

1. Regulatory Action initiated by:

☐ SEC ☐ Other Federal ☐ State ☒ SRO ☐ Foreign(Full name of regulator, foreign financial regulatory authority, federal, state, or SRO)
NASD REGULATION, INC.

2. Principal Sanction:

Other

Other Sanctions:

FINE \$1000

3. Date Initiated (MM/DD/YYYY):

11/09/1999 ☒ Exact ☐ Explanation

If not exact, provide explanation:

4. Docket/Case Number:

CAF990038

5. Advisory Affiliate Employing Firm when activity occurred which led to the regulatory action (if applicable):

6. Principal Product Type:

Debt - Municipal

Other Product Types:

7. Describe the allegations related to this regulatory action (your response must fit within the space provided):

ALLEGED VIOLATION MSRV RULE G12 REQUIRED PROCEDURES IN CLEARING TRADES
NOT FOLLOWED PROVIDING TIMELY AND ACCURATE INFORMATION, RESULTING IN
VIOLATION MSRB RULE G14 REPORTING TO SHOW EQUALITY TO INDUSTRY T-INPUT
PERCENTAGE8. Current status ? ☐ Pending ☐ On Appeal ☒ Final

9. If on appeal, regulatory action appealed to (SEC, SRO, Federal or State Court) and Date Appeal Filed:

If Final or On Appeal, complete all items below. For Pending Actions, complete Item 13 only.

10. How was matter resolved:

Acceptance, Waiver & Consent(AWC)

11. Resolution Date (MM/DD/YYYY):

12/16/1999 ☒ Exact ☐ Explanation

If not exact, provide explanation:

12. Resolution Detail:

A. Were any of the following Sanctions *Ordered* (check all appropriate items)?☒ Monetary/Fine Amount:\$ 1000☐ Revocation/Expulsion/Denial☐ Disgorgement/Restitution☐ Censure☐ Cease and Desist/Injunction☐ Bar☐ SuspensionB. Other Sanctions *Ordered*:

Sanction detail: if suspended, *enjoined* or barred, provide duration including start date and capacities affected (General Securities Principal, Financial Operations Principal, etc.). If requalification by exam/retraining was a condition of the sanction, provide length of time given to requalify/retrain, type of exam required and whether condition has been satisfied. If disposition resulted in a fine, penalty, restitution, disgorgement or monetary compensation, provide total amount, portion levied against you or an *advisory affiliate*, date paid and if any portion of penalty was waived:

AWC ACCEPTED NASD REGULATION INC. AND NATIONAL ADJUDICATORY COUNCIL.
\$1000.00 FINED APPLICANT, PAID AS BILLED. NONE WAIVED.

13. Provide a brief summary of details related to the action status and (or) disposition and include relevant terms, conditions and dates (your response must fit within the space provided.)

GENERAL INSTRUCTIONS

This Disclosure Reporting Page (DRP ADV) is an ☐ INITIAL ☒ AMENDED response used to report details for affirmative responses to Items 11.C., 11.D., 11.E., 11.F. or 11.G. of Form ADV.

Check item(s) being responded to:

Regulatory Action

☐ 11.C(1)☐ 11.C(5)☐ 11.D(4)☐ 11.E(3)☐ 11.C(2)☐ 11.D(1)☐ 11.D(5)☐ 11.E(4)☐ 11.C(3)☐ 11.D(2)☐ 11.E(1)☐ 11.F☐ 11.C(4)☐ 11.D(3)☒ 11.E(2)☐ 11.G

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PART I

A. The *person(s)* or entity(ies) for whom this *DRP* is being filed is (are):

- ☒ You (the advisory firm)
☐ You and one or more of your *advisory affiliates*
☐ One or more of your *advisory affiliates*

If this *DRP* is being filed for an *advisory affiliate*, give the full name of the *advisory affiliate* below (for individuals, Last name, First name, Middle name).

If the *advisory affiliate* has a *CRD* number, provide that number. If not, indicate "non-registered" by checking the appropriate box.

ADV *DRP* - *ADVISORY AFFILIATE*

No Information Filed

☐ This *DRP* should be removed from the *ADV* record because the *advisory affiliate(s)* is no longer associated with the adviser.

☐ This *DRP* should be removed from the *ADV* record because: (1) the event or *proceeding* occurred more than ten years ago or (2) the adviser is registered or applying for registration with the SEC and the event was resolved in the adviser's or *advisory affiliate's* favor.

If you are registered or registering with a *state securities authority*, you may remove a *DRP* for an event you reported only in response to Item 11.D(4), and only if that event occurred more than ten years ago. If you are registered or registering with the SEC, you may remove a *DRP* for any event listed in Item 11 that occurred more than ten years ago.

B. If the *advisory affiliate* is registered through the *IARD* system or *CRD* system, has the *advisory affiliate* submitted a *DRP* (with Form *ADV*, *BD* or *U-4*) to the *IARD* or *CRD* for the event? If the answer is "Yes," no other information on this *DRP* must be provided.

☐ Yes ☒ No

NOTE: The completion of this form does not relieve the *advisory affiliate* of its obligation to update its *IARD* or *CRD* records.

PART II

1. Regulatory Action Initiated by:

☐ SEC ☐ Other Federal ☐ State ☒ SRO ☐ Foreign

(Full name of regulator, foreign financial regulatory authority, federal, state, or SRO)
NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC

2. Principal Sanction:

Censure

Other Sanctions:

MONETARY FINE

3. Date Initiated (MM/DD/YYYY):

07/17/1996 ☒ Exact ☐ Explanation

If not exact, provide explanation:

4. Docket/Case Number:

C05960042

5. *Advisory Affiliate* Employing Firm when activity occurred which led to the regulatory action (if applicable):

6. Principal Product Type:

Debt - Municipal

Other Product Types:

7. Describe the allegations related to this regulatory action (your response must fit within the space provided):

PLACEMENT OF SECURITIES IN A CUSTOMER LIEU A SPECIAL HOUSE ACCOUNT
(PROVIDED BY AN AGREEMENT CREWS WITH DISTRICT 5) VIOLATED CONDUCT RULE
2110 FORMERLY ARTICLE III SECTION 1, NASD "RULES OF FAIR PRACTICE".8. Current status ? ☐ Pending ☐ On Appeal ☒ Final

9. If on appeal, regulatory action appealed to (SEC, SRO, Federal or State Court) and Date Appeal Filed:

If Final or On Appeal, complete all items below. For Pending Actions, complete Item 13 only.

10. How was matter resolved:

Acceptance, Waiver & Consent(AWC)

11. Resolution Date (MM/DD/YYYY):

10/09/1996 ☒ Exact ☐ Explanation

If not exact, provide explanation:

12. Resolution Detail:

A. Were any of the following Sanctions Ordered (check all appropriate items)?

☒ Monetary/Fine Amount:\$ 5000☐ Revocation/Expulsion/Denial☐ Censure☐ Bar☐ Disgorgement/Restitution☐ Cease and Desist/Injunction☐ Suspension

B. Other Sanctions Ordered:

Sanction detail: if suspended, *enjoined* or barred, provide duration including start date and capacities affected (General Securities Principal, Financial Operations Principal, etc.). If requalification by exam/retraining was a condition of the sanction, provide length of time given to requalify/retrain, type of exam required and whether condition has been satisfied. If disposition resulted in a fine, penalty, restitution, disgorgement or monetary compensation, provide total amount, portion levied against you or an *advisory affiliate*, date paid and if any portion of penalty was waived:

\$5,000.00 WAS FINED APPLICANT AND PAID ON RESOLUTION NO PORTION WAIVED.

13. Provide a brief summary of details related to the action status and (or) disposition and include relevant terms, conditions and dates (your response must fit within the space provided.)

DURING PERIOD 02/25/94-12/20/94, CREWS EXECUTED A SERIES OF TRANSACTIONS PLACING DEBT SECURITIES INTO AN INDIVIDUAL PUBLIC ACCOUNT RATHER THAN A SPECIAL HOUSE ACCOUNT TO BE USED PURSUANT TO TERMS OF TRADING GUIDELINES DATED 6/25/93. THIS PLACEMENT WAS DESIGNED TO REMOVE PERCEIVED APPEARANCE OF INTERPOSING OR IMPLICATION OF SPECIAL CONSIDERATION.

CIVIL JUDICIAL ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

Bond DRPs

No Information Filed

Judgment/Lien DRPs

No Information Filed

Arbitration DRPs

No Information Filed

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

B. 5
ANX 06-2183 Lierly Lane Subdivision
Page 1 of 32

5-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

ANX 06-2183 (Lierly Lane Subdivision, 244): Submitted by Blind Squirrel, LLC for a part of Lierly Lane Subdivision located south of Lierly Lane. The property is in the Planning Area and contains approximately 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

Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

Original Contract Number:

Finance and Internal Service Director

Date

Received in City Clerk's Office

ENTERED

8/18/06

Mayor

Date

Received in Mayor's Office

ENTERED

8/18/06

Comments:

Left on the second reading 9/5/06

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning &

Date: August 17, 2006

Subject: Annexation for Lierly Lane Subdivision (ANX 06-2183)

RECOMMENDATION

The Planning Commission recommended approval of the subject annexation request for approximately 20 acres of property located south of Lierly Lane north of Clabber Creek Subdivision Phases 3-5.

BACKGROUND

On July 11, 2005, the Planning Commission approved the development of Lierly Lane Subdivision. The preliminary plat was approved with lots to be served by a decentralized septic system within a 3.36 acre lot. While the developer was underway with construction, final approvals were obtained for the decentralized septic system. However, a letter was issued by the State Health Department encouraging a connection to sanitary sewer. This correspondence prompted the developer to again request the Water and Sewer Committee and City Council to consider granting approval for sewer connection.

On April 18, 2006, the City Council passed a resolution (#76-06) to allow the extension of sewer service outside of the city's corporate limits to the overall 23-acre parcel, subject to a detailed contract (see attached). The applicant offered to submit a Petition of Annexation to Washington County within five days of the City Council meeting if the resolution was passed. The applicant has fulfilled this requirement of the Resolution and, therefore, requests approval of annexation and rezoning. The minutes of the City Council meeting make clear that no informal approval of annexation or rezoning was being made by approving the resolution; these requests will be judged on their own merit regardless of the extension of sanitary sewer, which will occur whether the property is or is not annexed. Additionally, the Resolution requires that the applicant pay all park fees and impact fees, including future impact fees if in existence when development occurs.

DISCUSSION

This item was heard at the regular Planning Commission on August 14, 2006. The Planning Commission voted 8-1-0 to recommend approval of this annexation request to the City Council, with Commissioner Myres voting no.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THAT
PROPERTY DESCRIBED IN ANNEXATION
PETITION ANX 06-2183 (CC2006-16), FOR A
PART OF LIERLY LANE SUBDIVISION,
LOCATED SOUTH OF LIERLY LANE,
CONTAINING APPROXIMATELY 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:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
ANX 06-2183

PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

LESS AND EXCEPT:

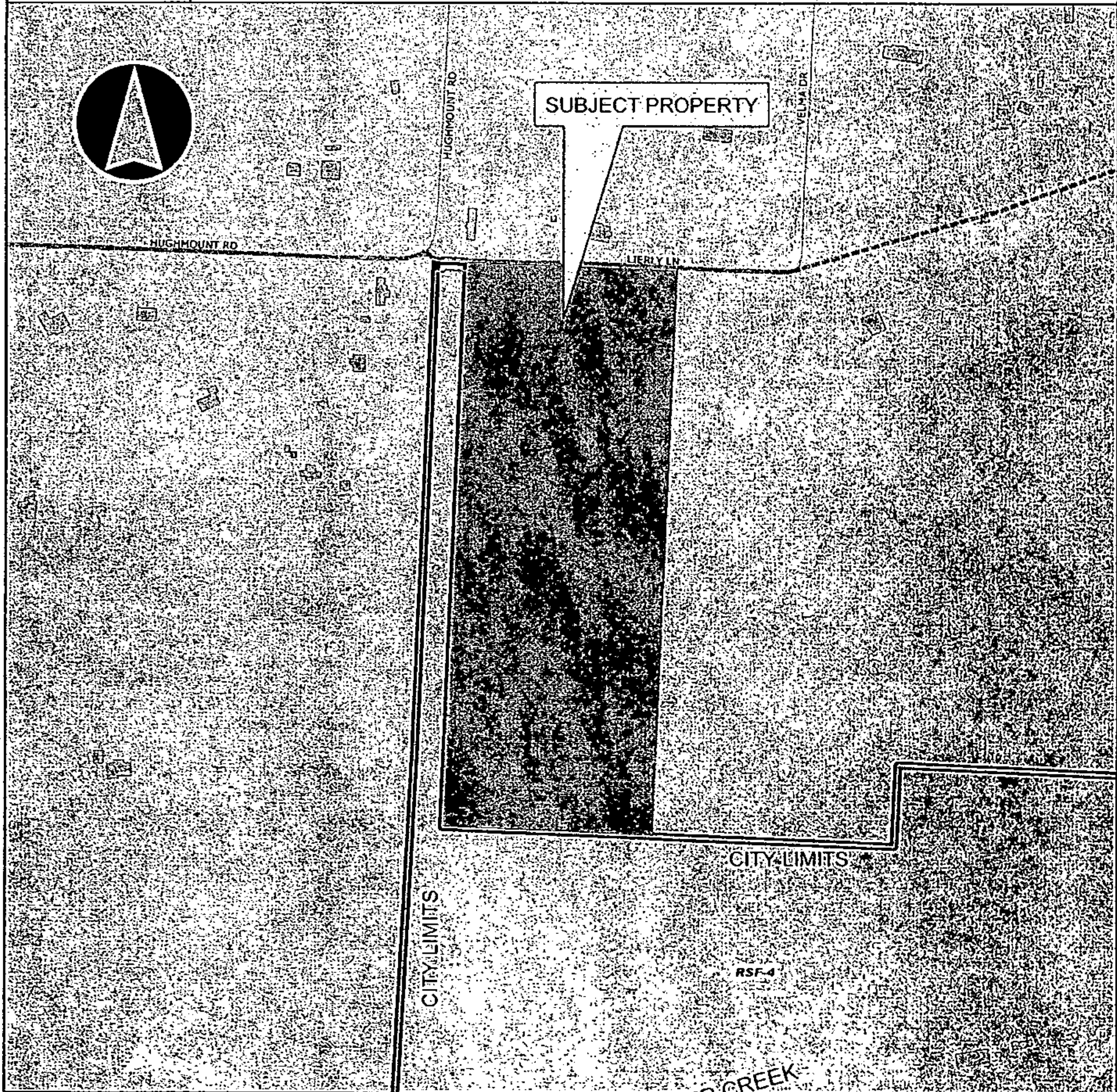
A PART OF LOT 3 OF TRACT "B" AS SHOWN ON A LOT SPLIT RECORDED AS DOCUMENT NUMBER 2003-17759, BEING PART OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND PART OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 31, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE CORNER OF SAID SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, THENCE S02°22'20" W, 31.51 FEET TO A FOUND IRON PIN AT THE NW CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING; THENCE S87°33'23" E, 85.02 FEET TO A FOUND IRON PIN; THENCE S02°19'55" W, 1285.02 FEET TO A FOUND IRON PIN; THENCE S03°09'15" W, 220.89 FEET TO A FOUND IRON PIN; THENCE N87°36'49" W, 85.71 FEET TO A FOUND IRON PIN; THENCE N03°05'59" E, 220.99 FEET TO A FOUND STONE; THENCE N02°22'20" E, 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.96 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

ANX06-2183

Close Up View

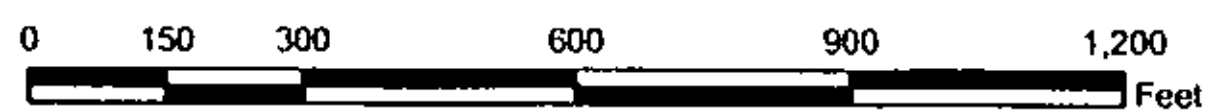
EXHIBIT "B" LIERLY LANE SUBDIVISION



Overview

Legend

- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- ANX06-2183
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District





PC Meeting of August 14, 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: August 9, 2006

ANX 06-2183: (LIERLY LANE S/D, 244): Submitted by BLIND SQUIRREL, LLC for property LIERLY LANE SUBDIVISION, south of Lierly Lane. The property is in the Planning Area and contains approximately 20 acres. The request is to annex the subject property into the City of Fayetteville.

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the requested annexation of the 20-acre tract into the City of Fayetteville.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
		☒ Approved	☐ Denied
Date: <u>August 14, 2006</u>	Motion: <u>Lack-Second: Graves</u>	Vote: <u>8-10</u>	<u>No: Myres</u>
CITY COUNCIL ACTION:		Required	<u>YES</u>
		☐ Approved	☐ Denied
Date: <u>September 05, 2006 (1st reading if recommended)</u>			

BACKGROUND:

Property description: The subject property is located within the city's Planning Area on Lierly Lane, north of Clabber Creek Subdivision Phases 3-5. Approximately 85' along the west property line is within the City of Fayetteville, though the rest is in the Planning Area. Access and existing frontage is onto Lierly Lane, currently an unimproved street that connects to Hughmount Road.

History: On July 11, 2005, the Planning Commission approved the development of 57 buildable lots. The latest plans reviewed by the City Council represent 59 buildable lots. The addition of lots require Planning Commission approval prior to the approval of the final plat. Of the 59 proposed lots, the applicant intends to develop 43 lots with single family homes and 16 lots with duplexes.

The preliminary plat was approved with lots to be served by a decentralized septic system within a 3.36 acre lot. Engineering staff had recommended the extension of sewer to serve this property through City Council resolution or annexation during the review of the preliminary plat. At the

meeting of the Subdivision Committee, the City Engineer placed a condition of approval on the project that the subdivision, though in the Planning Area, had reasonable access to a public sanitary sewer system by way of future extensions within Clabber Creek subdivision and would thus need to connect, with City Council approval. The item was taken before the Water and Sewer Committee for discussion; based on the comments and recommendations at that initial meeting, which resulted in the denial of the request, that condition of approval was removed from the project.

While the developer was underway with construction, final approvals were obtained for the decentralized septic system. However, a letter was issued by the State Health Department encouraging a connection to sanitary sewer. This correspondence prompted the developer to again request the Water and Sewer Committee and City Council to consider granting approval for sewer connection.

On April 18, 2006, the City Council passed a resolution (#76-06) to allow the extension of sewer service outside of the city's corporate limits to the overall 23-acre parcel, subject to a detailed contract (see attached). The applicant offered to submit a Petition of Annexation to Washington County within five days of the City Council meeting if the resolution was passed. The applicant has done this and, therefore, requests approval of annexation and rezoning. The minutes of the City Council meeting make clear that no informal approval of annexation or rezoning was being made by approving the resolution; these requests will be judged on their own merit regardless of the extension of sanitary sewer, which will occur whether the property is or is not annexed. Additionally, the Resolution requires that the applicant pay all park fees and impact fees, including future impact fees if in existence when development occurs.

Recommendation: Staff recommends approval of the requested annexation, finding that the incorporation of this property will create an acceptable city boundary and be compatible with the adjacent development. The inclusion of this property and subsequent development as proposed will create a connected residential neighborhood containing a mixture of housing types, sizes and densities within the same area. Through traffic will be minimized while connections between neighborhoods will occur.

Surrounding Land Use and Zoning: All surrounding properties are within the Planning Area and consist of large single family properties to the north, west, and east, with an exception to the south, which is within the City of Fayetteville municipal limits. Clabber Creek Phases 3-5 is an approved subdivision to the south, with which this subdivision is coordinating a street connection.

INFRASTRUCTURE:

Streets: The site has access to Lierly Lane. Lierly Lane is being improved along the property frontage including the intersection with Hughmont Road.

Adjacent Streets:

North: Lierly Lane (Collector Street)

Water: Public water has been extended through the site for this development.

Sewer: Sanitary sewer has been extended through the site for this development.

Drainage: Standard improvements and requirements for drainage were required for the development.

Fire: These 20 acres are covered by Engine 7 located at 835 N Ruppel. The property at this time is 3.1 miles from the station with a projected response time of 7.5 minutes to this development. After all the connecting roads being built are in service, the response distance will be reduced to 2.1 miles with an expected response time of 5.5 minutes. Fire Department anticipates 21 (12 EMS – 9 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 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.

LAND USE PLAN: The Interim City Plan 2025 map identifies this property as **Residential**. This property is not identified on the Sector Map as a Growth sector. Development of this property has been approved through the City's development review process.

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: There is an unusual peninsula of city property adjacent to the west boundary of the 20-acre tract. Annexation of this property would expand the existing peninsula, but not in a manner that would create conflicts with extension of utilities or access for emergency services. Staff finds that the proposed annexation satisfactorily meets the requirements in the annexation guideline policy.

11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: A portion of the proposed annexation area is currently in the city and the southern boundary of the parcel is adjacent to the city limits. The request does

not extend the city limit boundary further north or west than the current limits of the existing "tag" of incorporated area.

11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: This area requested to be annexed incorporates an entire subdivision that, through street connectivity, accesses Clabber Creek Subdivisions, creating a more connected neighborhood with both adjacent subdivisions being within the city limits.

11.6.d Boundaries for annexed areas should follow natural corridors.

Finding: The proposed boundaries follow existing property lines.

11.6.e Timing of services within annexation areas should be considered.

Finding: Current conditions result in a response time of 7.5 minutes for fire protection from Fire Station #7. However, once all road work is complete, the response time will be reduced to 5.5 minutes. 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: Though the property was developed in accordance to city street standards, it was not done under the regulations of the city's Tree Preservation Ordinance or Park Land requirements. The developer has agreed to pay money in lieu of park land, but there will not be a comprehensive Tree Preservation Pan for this development as much of it has already occurred. This property is not located in any FEMA identified floodway/floodplain and is not affected by wetlands.

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: The applicant has been granted approval to extend public services to this area, regardless of annexation approval.

Water, fire and police protection are currently provided south of this property and in the general area. The property is adjacent to city limits to which other public service providers already respond.

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: The property to be annexed is undergoing new development. The utilities installed within the development will meet the needs of the 43 single family and 16 duplex lots.

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 are requesting a rezoning of RSF-4, similar to the subdivisions south of the property. The City Council accepted as part of the resolution to extend sewer an agreement stipulating that if the property is rezoned, de facto conditional uses allowing each of the duplex lots will be recognized upon the condition that the lots will be modified to meet the bulk and area regulations for two-family lots within the RSF-4 zoning district.

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 approval has been granted for the overall 23-acre tract, of which approximately 3 acres are within the city limits.

11.6.r Residents should be fully informed of annexation activities.

Finding: Adjoining neighbors have been notified of the annexation request. A legal ad and display have both been submitted with a local newspaper prior to the Planning Commission meeting for which this item is scheduled.

11.6.w Encourage larger annexations to create acceptable boundaries.

Finding: This annexation consists of only one property/development.

11.6.t Conduct a fiscal impact assessments on large annexations.

Finding: No fiscal impact assessment was conducted for this annexation of 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

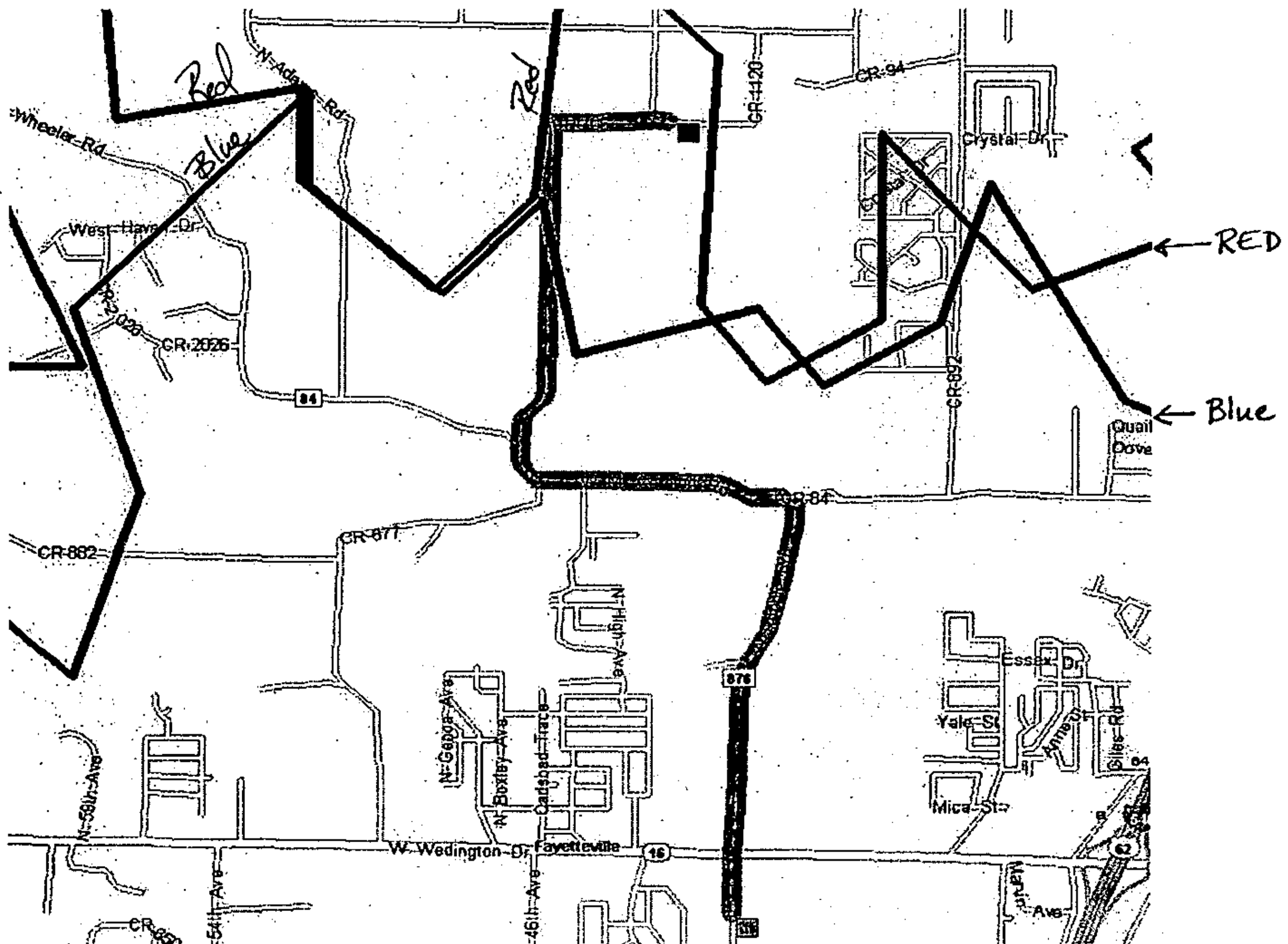
To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson
Asst Chief Bud Thompson
From: Captain Dale Riggins
Date: August 9, 2006
Re: August 7, 2006 Zoning Review – Fire Department Comments

ANX06-2183 (Lierly Lane S/D)
RZN06-2184

These 22.92 acres are covered by Engine 7 located at 835 N Ruppel.
The property at this time is 3.1 miles from the station with a projected response time of 7.5 minutes to this development. After all the connecting roads that are being built are in service, the response distance will be reduced to 2.1 miles with an expected response time of 5.5 minutes.
Fire Department anticipates 21 (12 EMS – 9 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.

Please feel free to contact me if you have any questions

Dale Riggins
IT/Planning



Red Line - 8 Minute Response
Blue Line - 7 Minute Response

August 7, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to **ANX 00-2183** and **RZN 06-2184 (LIERLY LANE S/D, 244)**: Submitted by **Clint McDonald Blind Squirrel, LLC** for property located at Lierly Lane Subdivision, Lierly at Hughmount. The property contains approximately 22.92 acres and is zoned RA, and is in the growth area. The request is to annex the property into the City of Fayetteville and rezone the subject property to RSF-4.

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.

Sincerely,

Captain William Brown
Fayetteville Police Department

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF:
ANNEXATION OF CERTAIN LANDS TO THE
CITY OF FAYETTEVILLE, ARKANSAS

Case No. CC-2006-16

BLIND SQUIRREL, LLC

PETITIONER

PETITION FOR ANNEXATION

Comes now the Petitioner and for its Petition for Annexation it alleges and states that:

1. Petitioner is the owner of record of a certain tract of real property contiguous to and adjoining the City of Fayetteville, Washington County, Arkansas, and being more particularly described as follows:

PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW ¼ OF THE NE ¼; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

2. The property is located in Washington County, Arkansas, and this Court has jurisdiction to hear this Petition pursuant to Ark. Code Ann. § 14-40-601.

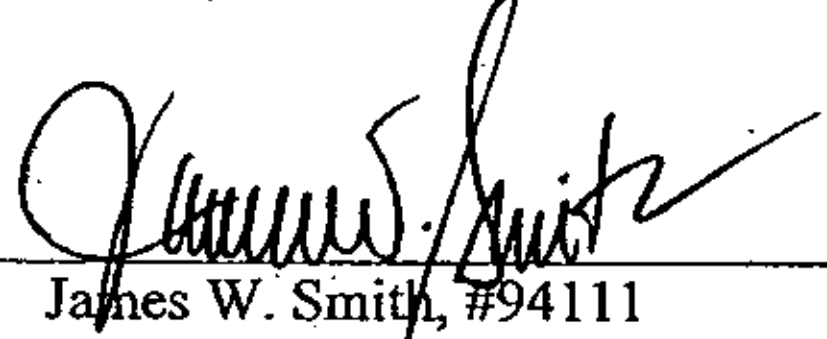
3. The Petitioner desires to annex the property described in paragraph 1 into the City of Fayetteville, Washington County, Arkansas.

4. A true and correct copy of a map of the property showing that it is adjacent to the City limits of the City of Fayetteville is attached hereto as Exhibit A.

5. Petitioner states that James W. Smith is authorized to act for and on behalf of the Petitioner in all matters connected with this Petition and any subsequent hearings or annexation proceedings connected therewith.

WHEREFORE, Petitioner prays that this Court set a date for hearing this Petition not less than 30 days after the date of filing and that at such hearing this Court enter its order granting the Petition and annexing the property described in paragraph 1 into the City of Fayetteville, Washington County, Arkansas.

BLIND SQUIRREL, LLC, Petitioner

By: 

James W. Smith, #94111
FRIDAY, ELDREDGE & CLARK, LLP
3425 N. Futrall Dr., Suite 103
Fayetteville, AR 72703
(479) 695-2011

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF:
ANNEXATION OF CERTAIN LANDS TO THE
CITY OF FAYETTEVILLE, ARKANSAS

BLIND SQUIRREL, LLC

FILED
2006 JUN 27 PM 2:45
KARLA COMBS PITCHER
CLERK
Case No. CC-2006-16
WASHINGTON CO. ARK.

PETITIONER

ORDER OF ANNEXATION

Now on this 26th day of June, 2006, this cause comes on to be heard, the Petitioner announcing ready for a hearing of the cause and there being no protests or objections filed, whereupon, the matter is submitted to the Court upon the petition filed herein, and the oral and documentary evidence adduced, the Court being well and sufficiently advised finds:

1. The Petition in this cause was filed on May 19, 2006, at which time this Court fixed June 26, 2006 at 10:30 a.m., as the date and time of hearing for said cause, and that a full thirty (30) days notice of hearing was given as required by state law and the proof of publication of said notice is now on file with the Clerk of this Court and the court has jurisdiction of this cause.

2. The court is satisfied that the allegations of the petition are sustained by the proof; that the limits of the territory to be annexed have been properly filed; that a majority of the property owners having a freehold interest in the property hereinafter described joined in the petition and constitute of the real owners of the area affected.

3. The land proposed to be annexed to the City of Fayetteville, Washington County, Arkansas, in this cause is described as follows:

PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND PART
OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 31,
TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON

Doc ID: 010133580003 Type: REL
Recorded: 07/05/2006 at 11:43:32 AM
Fee Amt: \$14.00 Page 1 of 3
Washington County, AR
Bette Stamps Circuit Clerk
File # 2006-00027123

COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

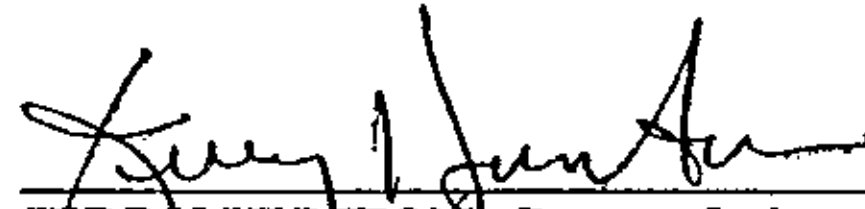
LESS AND EXCEPT:

A PART OF LOT 3 OF TRACT "B" AS SHOWN ON A LOT SPLIT RECORDED AS DOCUMENT NUMBER 2003-17759, BEING PART OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND PART OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 31, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE CORNER OF SAID SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, THENCE S02°22'20" W, 31.51 FEET TO A FOUND IRON PIN AT THE NW CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING; THENCE S87°33'23" E, 85.02 FEET TO A FOUND IRON PIN; THENCE S02°19'55" W, 1285.02 FEET TO A FOUND IRON PIN; THENCE S03°09'15" W, 220.89 FEET TO A FOUND IRON PIN; THENCE N87°36'49" W, 85.71 FEET TO A FOUND IRON PIN; THENCE N03°05'59" E, 220.99 FEET TO A FOUND STONE; THENCE N02°22'20" E, 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.96 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

4. The area is not unusually large and it is contiguous and adjacent to and adjoins the present corporate limits of the City of Fayetteville, and it is peculiarly adapted for urban purposes and this territory should be annexed to and made part of the City of Fayetteville, Arkansas.

IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the aforesaid real estate situated in Washington County, Arkansas, is hereby annexed to and made a part of the City of Fayetteville, Arkansas, in accordance with Ark. Code Ann. § 14-40-601 et seq. and this Order shall be duly recorded by the Clerk of Washington County.


JERRY HUNTON, County Judge

RESOLUTION NO. 76-06

**A RESOLUTION TO ALLOW EXTENSION OF SEWER SERVICE
OUTSIDE THE CITY'S CORPORATE LIMITS ON A 23 ACRE
PARCEL ON LIERLY LANE ADJACENT TO THE CITY LIMITS**

WHEREAS, § 51.113 (c) Sewer connections outside the city states that "the city's sewerage system shall not be extended outside the city's corporate limits except on express approval of the City Council"; and

WHEREAS, applicant Blind Squirrel, LLC has requested that the City Council grant its express approval to allow extension of City Sewer mains at the applicant's expense to access its 23 acre parcel south of Lierly Lane and adjacent to the City's corporate limits the legal description to such property being attached hereto as Exhibit A (the "Property"); and

WHEREAS, applicant has agreed that as a condition of granting this extension of sewer service, the 23 acre parcel will be developed in accordance with the terms and condition of that certain Annexation Agreement for Sewer on Lierly Lane for the City of Fayetteville, Arkansas, a copy which is attached hereto as Exhibit B (the "Contract"); and

WHEREAS, the City's sewer service to the Property shall be allowed regardless of whether annexation of the Property into the City is approved or denied by the City Council; and

WHEREAS, the applicant has agreed to petition for annexation into the City of Fayetteville in the manner described in the Contract; and

WHEREAS, the applicant agrees that any impact fees (now including water, sewer, fire, police, and parks land) including future enacted impact fees if in existence when development occurs shall be paid as if the parcel was within the city limits, and other fees will be paid at the time of final plat approval. The parks fee shall be set at the preliminary plat rate.

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 a resolution to allow extension of sewer service outside the City's corporate limits on a 23-acre parcel owned by the applicant Blind Squirrel, LLC south of Lierly Lane, adjacent to the City's corporate limits the legal description to such property being attached hereto as Exhibit A (the

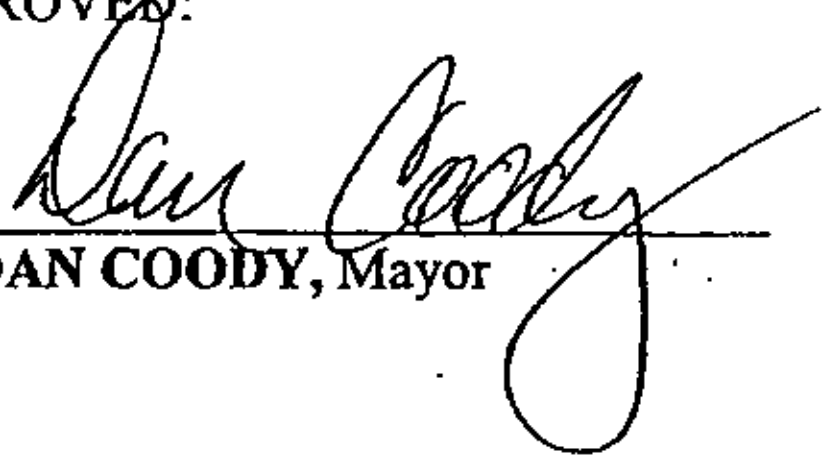


"Property"), conditional upon the applicant or any successor in interest fully complying with and completing all offered conditions as shown in the Whereas clauses of this Resolution.

PASSED and APPROVED this 18th day of April, 2006.

APPROVED:

By:


DAN COODY, Mayor

ATTEST:

By:


SONDRA SMITH, City Clerk

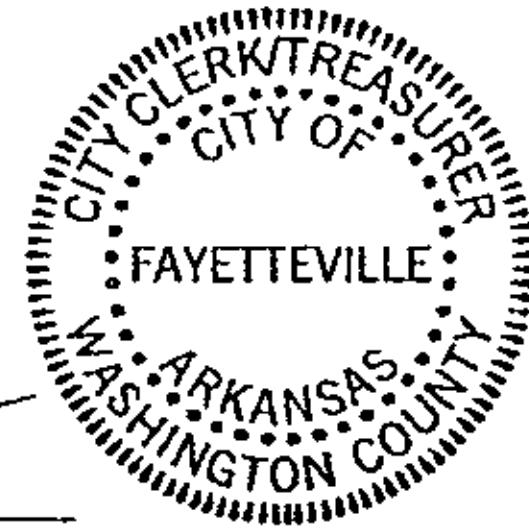


EXHIBIT "A"

SURVEY DESCRIPTION OF PROPOSED LIERLY LANE SUBDIVISION:

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW1/4 OF THE NE1/4; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

EXHIBIT "B"**ANNEXATION AGREEMENT FOR SEWER ON
LIERLY LANE FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

For the purpose of attempting to obtain approval of a request for a Variance to the City of Fayetteville City Sewer Ordinance (the "Ordinance"), Blind Squirrel, LLC, an Arkansas limited liability company (the "Petitioner") being the current owner and developer of that certain real property and improvements thereon located in Washington County, Arkansas and more particularly described on Exhibit A attached hereto (the "Property"), hereby voluntarily enters into, executes and delivers to the City of Fayetteville, Arkansas ("Fayetteville") this Annexation Agreement for Sewer on Lierly Lane for the City of Fayetteville, Arkansas (the "Agreement") for the purpose of being legally bound hereto in accordance with its terms and conditions.

In exchange for Fayetteville irrevocably granting and conveying to Petitioner, its successors and assigns (collectively, the Owner") a Variance to the Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto, the Petitioner expressly grants to Fayetteville the right to enforce any and all of the terms of this Agreement in the Circuit Court of Washington County, Arkansas and agrees that if Owner or Owner's successors or assigns violate any term of this Agreement, substantial irreparable damage justifying injunctive relief will have been done to Fayetteville and its citizens. The Petitioner acknowledges that the Fayetteville City Council will reasonably rely upon all of the terms and conditions within this Agreement in considering whether to approve Petitioner's request for a Variance to the City Sewer Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto.

Subject to the terms and conditions of this Agreement and specifically provided that no later than April 30, 2006 the Fayetteville City Council approves Petitioner's Variance to the Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto, Petitioner hereby covenants and assures Fayetteville that the Owner shall be responsible for the following items and the Property shall be restricted in the following manner:

1. All fees and charges will be paid in full as if the subdivision developed within the Property were within Fayetteville, Arkansas. With respect to each separate lot within the subdivision located within the Property all of such fees and charges will be paid in accordance with the following current fee schedules:

Impact Fees	As water meters are set
Fire & Police Fees	At issuance of Certificate of Occupancy
Parks Fees	At Time of Annexation
Building Permits	As Construction progresses in the regular manner required by Fayetteville.

2. The Property shall be zoned as a modified RSF-4 with de-facto conditional uses allowing 16 duplexes on the lots shown on Exhibit B attached hereto. The development on the Property will consist of 16 duplexes and 43 single-family units. Lot Lines will be adjusted from the current plan to meet City minimums.

3. Owner will file for annexation within five days of the passage of the resolution.

4. Immediately upon passage of the resolution approving this Agreement and the Fayetteville City Council approving Petitioner's Variance to the Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto, and Owner completing its site work on the Property, Owner shall have all rights and privileges to, and shall be fully authorized to, commence any and all building and residential construction within the subdivision on the Property. All such construction will be to the regular and customary standards of Fayetteville and shall be subject to fair and customary inspection if such is determined, in good faith by Fayetteville, to be necessary and appropriate.

5. Notwithstanding anything contained in this Agreement to the contrary, the issuance and approval of the final plat of the development of the Property shall not be adversely affected, in any manner by, or withheld, delayed or conditioned in any manner whatsoever, as a result of the annexation of the Property into Fayetteville.

6. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Agreement shall be filed for record in the Washington County Circuit Clerk's office after Petitioner's Variance is approved and effective in the manner described in this Agreement and, provided such approval and effectiveness is obtained, shall be noted on any Final Plat or Large Scale Development which includes some or all of the Property.

7. This Agreement, and all of its terms and conditions, shall terminate automatically and without any act or deed, if prior to May 1, 2006, the Fayetteville City Council does not approve Petitioner's Variance to the Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto.

[Remainder of Page Intentionally Blank; Signatures on Following Page]

In Witness Whereof and in agreement with all the terms and conditions stated in this Agreement, Blind Squirrel, LLC, as the owner and developer of the Property voluntarily offer all such assurances and signs its name below.

BLIND SQUIRREL, LLC

By: *[Signature]*

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

And now on this the 30th day of March, 2006, appeared before me, Robert N. Schmitt and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the Annexation Agreement for Sewer on Lierly Lane for the City of Fayetteville, Arkansas and signed hi/her name above.

[Signature]
Notary Public

My Commission Expires:

7-17-2008



SURVEY DESCRIPTION OF PROPOSED LIERLY LANE SUBDIVISION:

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Arkansas Department of Health and Human Services

Division of Health

Paul K. Halverson, DrPH, Director

Engineering Section – Environmental Health Branch – Center for Local Public Health

Postal Address P. O. Box 1437, Slot H-37 Little Rock, AR 72203-1437 1-501-661-2623 TDD: 1-800-234-4399

Physical Address for UPS or FedEx 4815 West Markham St., Slot H-37 Little Rock, AR 72205 Fax: 1-501-661-2032

January 13, 2006

#7460



ANX 06-2183 Lierly Lane Subdivision
Page 28 of 32

Mr. David Jurgens, Director of Utilities
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RECEIVED

JAN 23 2006

ENGINEERING DIV.

RECEIVED

JAN 24 2006

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Re: Lierly Lane Subdivision Sewer Service

Dear Mr. Jurgens:

Project Design Consultants have submitted to us for review, an alternate sewer system in which 59 residential lots of about a quarter acre each would receive water from the Fayetteville Water System.

This subdivision is adjacent to the city limits of Fayetteville and the sewer system proposed is a centralized treatment and secondary drip irrigation system to be located in the same area.

We recommend Project Design Consultants and the City of Fayetteville give due consideration to connecting this proposed development to the City of Fayetteville Sewer System instead of the proposed on site treatment and disposal system.

The general health of the residents of the proposed subdivision and nearby developments would be better protected by sewer collection and transport to the City's remote treatment facilities. The municipal system is likely more efficient and mutually more cost effective than the proposed system.

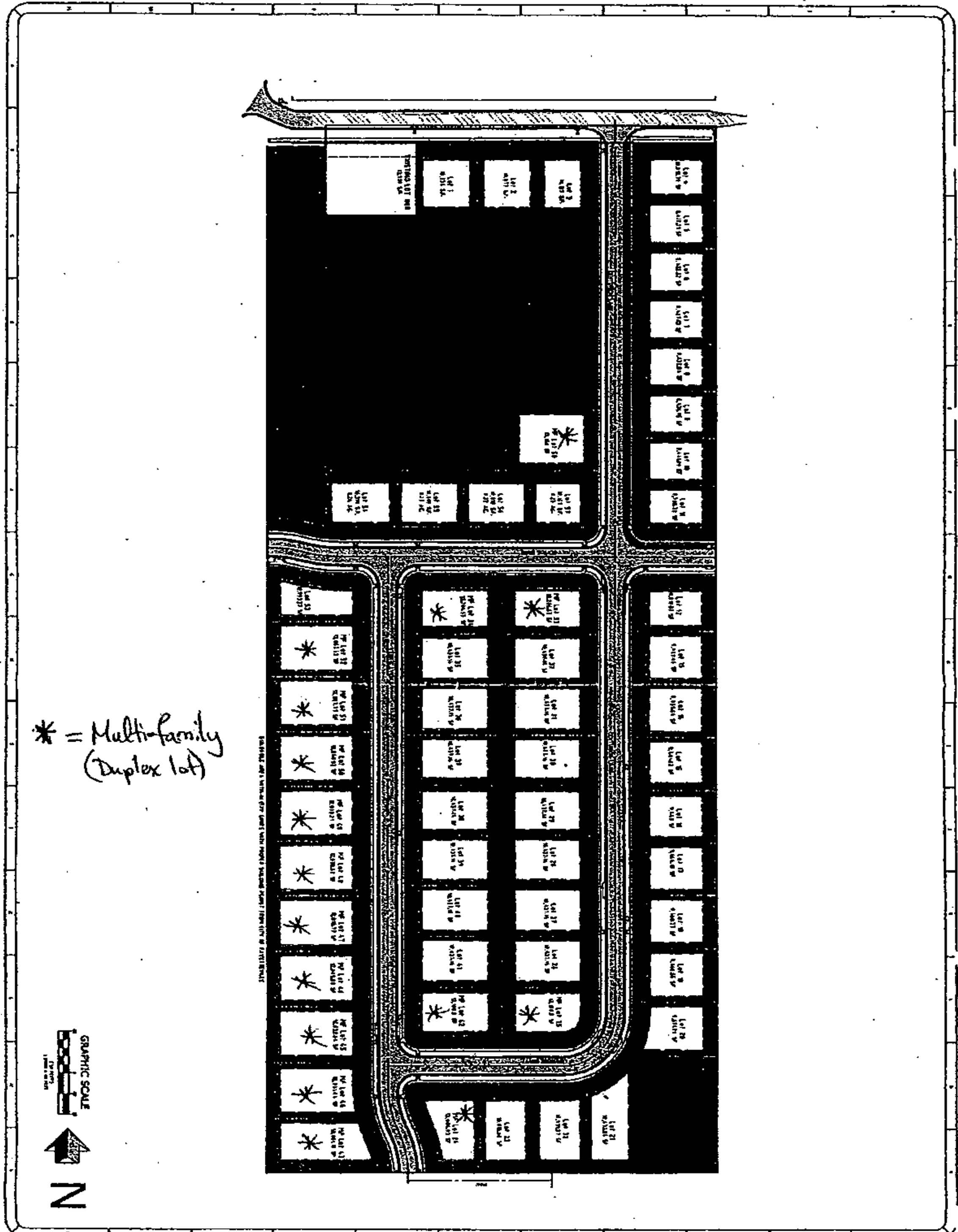
If the City of Fayetteville has the sewage treatment capacity, we would strongly recommend that the Lierly Lane Subdivision be served by the municipal treatment plant. If this is not possible would you please inform us of the circumstances that would prevent this service.

Sincerely,

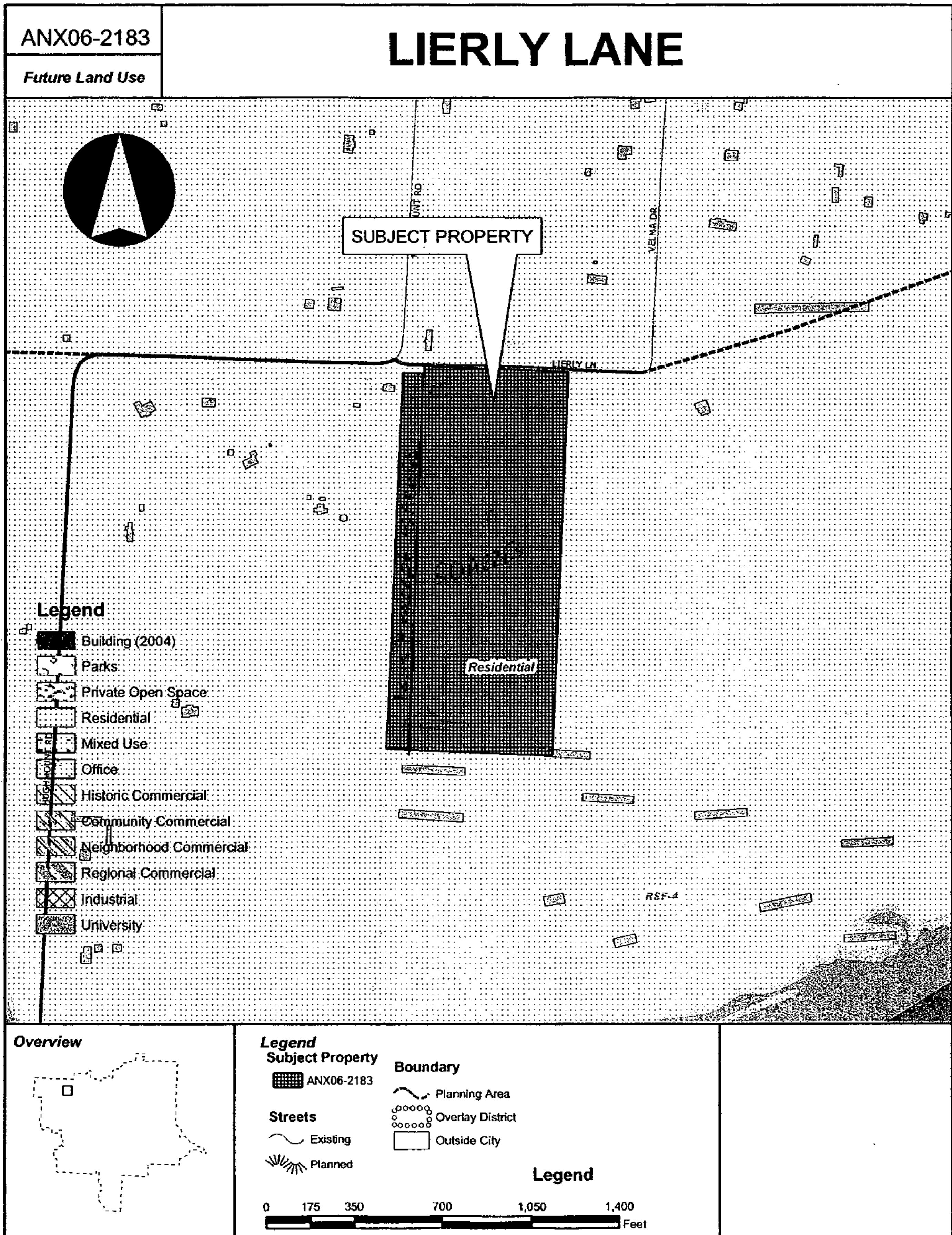
Robert Hart, P.E.
Chief Engineer
Engineering Section, ADHHS

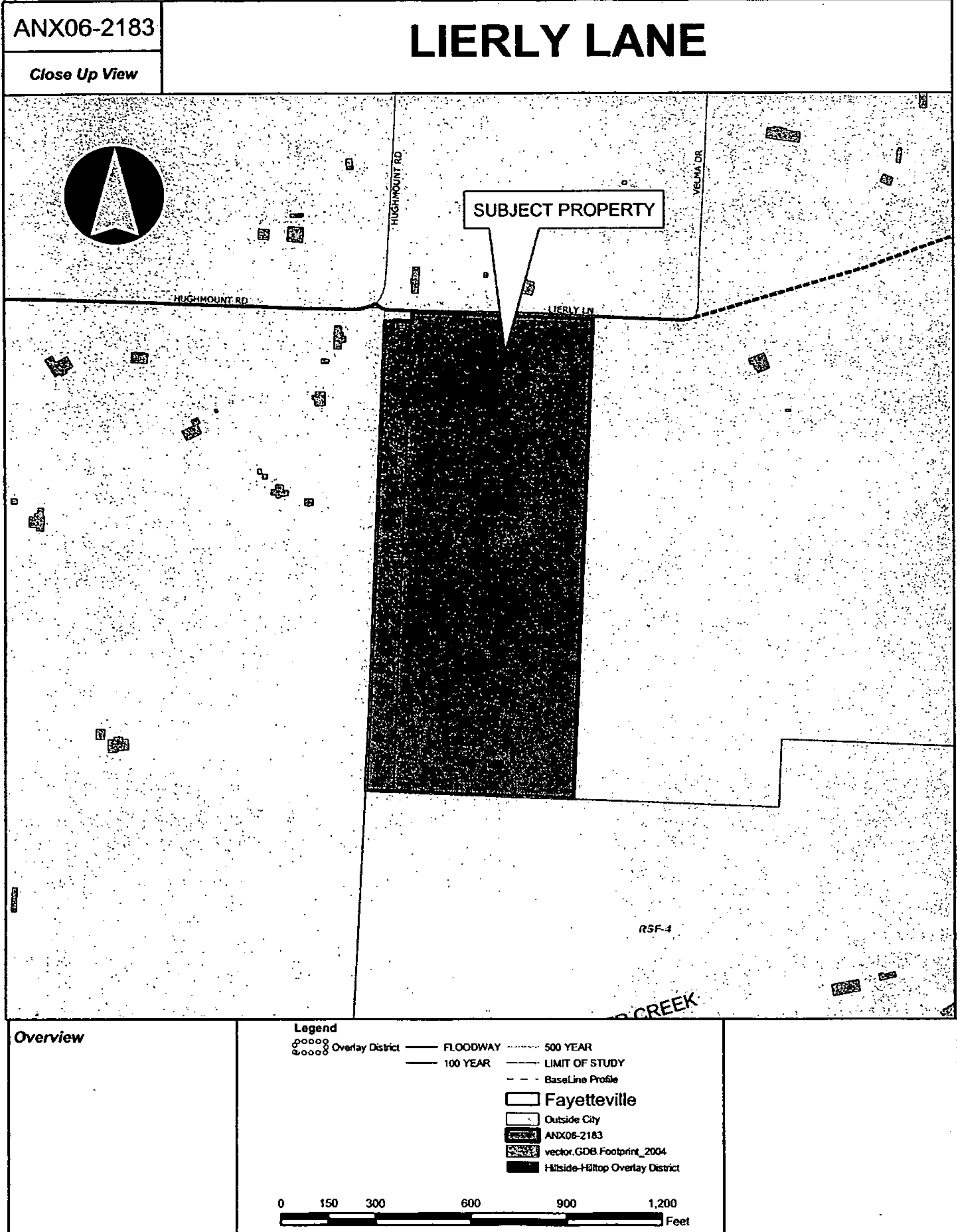
RH: LAJ: CSC: RD: RDA: rda

Cc: Project Design Consultants
Washington County Health Office



This drawing is "PRELIMINARY" and NOT FOR CONSTRUCTION until above seal holder acknowledges the cancellation of this drawing below:			
DATE: _____		DATE: _____	
N. Arthur Scale, P.E.		DATE: _____	
130 N. MAIN ST. CAVE SPRING, AR 72718 PH: 479.248.1151 FX: 479.248.1462			
PROJECT NO: 200907 DRAWN BY: ZCN APPROVED BY: WAE DATE: 07/18/09		SOLVING HARD COPY DRAWING - 2009070907 NO. 1 DATE: 07/18/09	
PROJECT: LIERLY LANE SUBDIVISION WASHINGTON COUNTY ARKANSAS		SHEET TITLE: SITE PLAN PLAT PAGE 244 SHEET NO: C3.0	



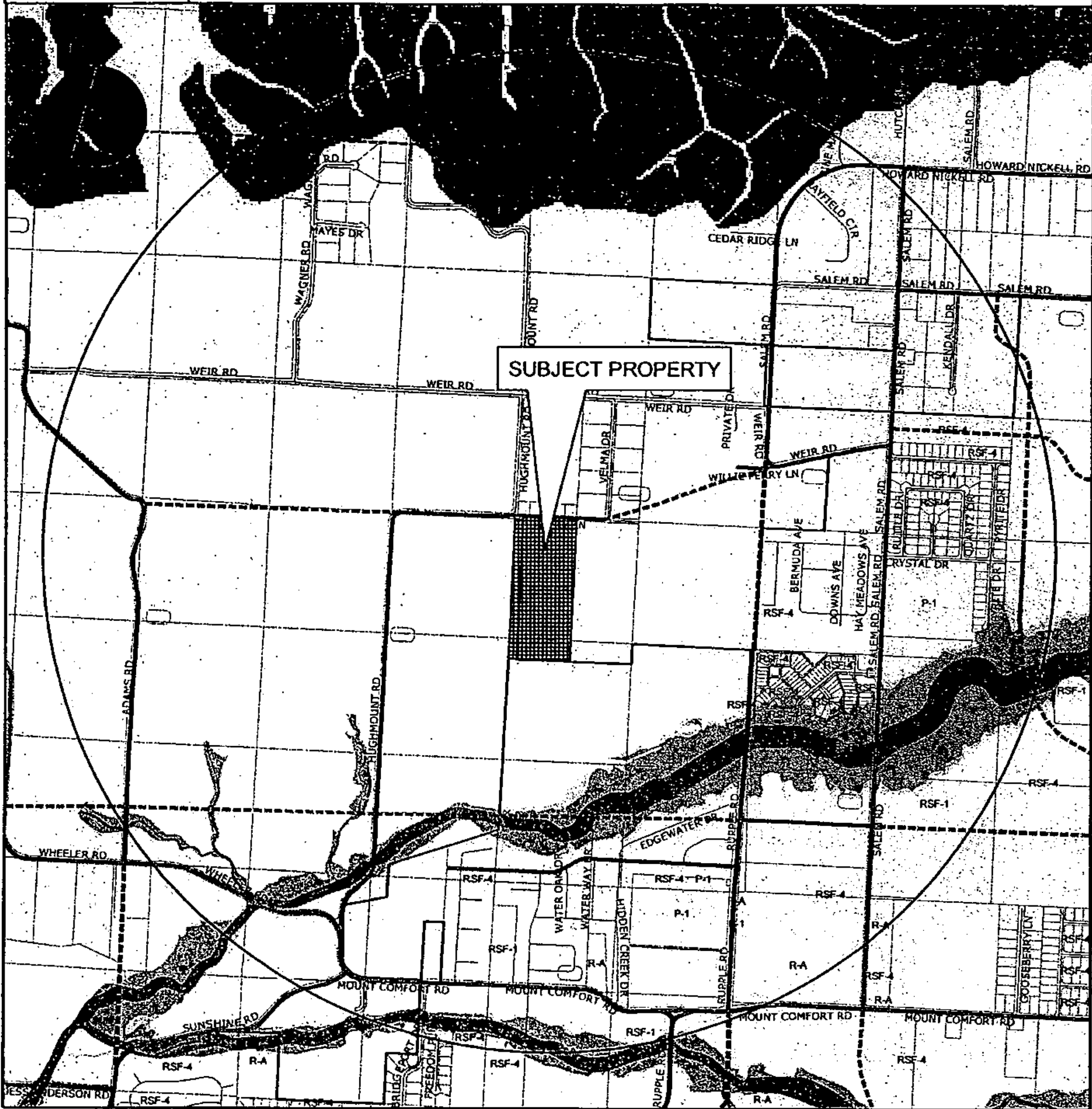


0 150 300 600 900 1,200 Feet

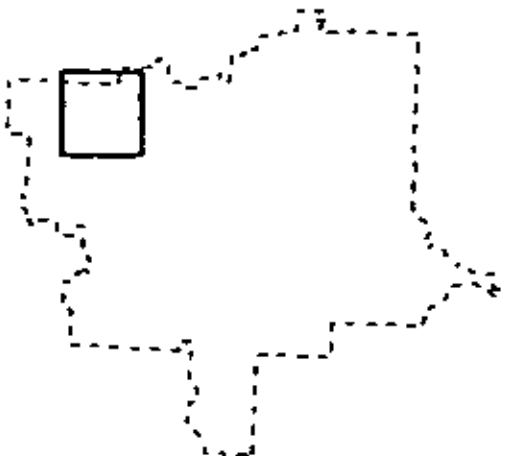
ANX06-2183

One Mile View

LIERLY LANE



Overview



Legend

Subject Property
 ANX06-2183

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

B. 6
RZN 06-2184 Lierly Lane Subdivision
Page 1 of 16

5-Sep-06
City Council Meeting Date

Jeremy Pate *[Signature]*
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 06-2184: (Lierly Lane Subdivision, 244): Submitted by Blind Squirrel, LLC for a part of Lierly Lane Subdivision located south of Lierly Lane. The property is zoned R-A, Residential-Agricultural, and contains approximately 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 ☐

[Signature] 8-18-06
Department Director Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

[Signature] 8-18-06
City Attorney Date

Original Contract Number: n/a

Paul A. Becher 8-21-06
Finance and Internal Service Director Date

Received in City Clerk's Office

[Signature] 8/21/06
Mayor Date

Received in Mayor's Office

Comments:

-left on the second reading 9/5/06

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *JP*

Date: August 17, 2006

Subject: Rezoning for Lierly Lane Subdivision (RZN 06-2184)

RECOMMENDATION

The Planning Commission recommended approval of the subject rezoning request from R-A to RSF-4 on approximately 20 acres of property located south of Lierly Lane north of Clabber Creek Subdivision Phases 3-5.

BACKGROUND

On July 11, 2005, the Planning Commission approved the development of 57 buildable lots. The plan reviewed by the City Council on April 18, 2006 represented 59 buildable lots. Of these lots, the applicant intends to develop 43 lots with single family homes and 16 lots with duplexes. The City Council accepted, as part of the resolution to extend sewer, an agreement stipulating that if the property is rezoned, de facto conditional uses allowing each of the duplex lots will be recognized. For each duplex to be conforming structures, a conditional use permit is required to be issued by the Planning Commission. Additionally, the lots will be modified to meet the bulk and area regulations for two-family lots within the RSF-4 zoning district at the time of final plat.

All surrounding properties are within the Planning Area and consist of large single family properties to the north, west, and east, with the exception to the south, which is within the City of Fayetteville municipal limits. Clabber Creek Phases 3-5 is an approved subdivision to the south, with which this subdivision is coordinating a street connection.

DISCUSSION

This item was heard at the regular Planning Commission on August 14, 2006. The Planning Commission voted 8-1-0 to recommend approval of this rezoning request to the City Council, with Commissioner Myers voting no.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT
PROPERTY DESCRIBED IN REZONING
PETITION RZN 06-2184 FOR
APPROXIMATELY 20 ACRES, A PART OF
LIERLY LANE SUBDIVISION LOCATED
SOUTH OF LIERLY LANE FROM R-A,
RESIDENTIAL AGRICULTURAL, TO RSF-4,
RESIDENTIAL SINGLE FAMILY, 4 UNITS PER
ACRE.

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

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

From R-A, Residential Agricultural to RSF-4,
Residential Single Family, 4 units per acre as shown
on Exhibit "A" attached hereto and made a part
hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is
hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2184

PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT:

A PART OF LOT 3 OF TRACT "B" AS SHOWN ON A LOT SPLIT RECORDED AS DOCUMENT NUMBER 2003-17759, BEING PART OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND PART OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 31, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PC Meeting of August 14, 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: August 9, 2006

RZN 06-2184: (LIERLY LANE S/D, 244): Submitted by BLIND SQUIRREL, LLC for property located at LIERLY LANE SUBDIVISION, south of Lierly Lane. The property is zoned R-A, RESIDENTIAL AGRICULTURAL, and contains approximately 20 acres. The request is to rezone the subject property to RSF-4, Residential Single-family, 4 units per acre.

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the requested rezoning of the 20-acre tract in to the City of Fayetteville.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
		☒ Approved	☐ Denied
Date: <u>August 14, 2006</u>	Motion: <u>Graves</u>	Second: <u>Lack</u>	Vote: <u>8-1-0</u>
		<u>No: Myres</u>	
CITY COUNCIL ACTION:		Required	<u>YES</u>
		☐ Approved	☐ Denied
Date: <u>September 05, 2006 (1st reading if recommended)</u>			

BACKGROUND:

Property description: The subject property is located within the city's Planning Area on Lierly Lane, north of Clabber Creek Subdivision Phases 3-5. Approximately 85' along the west property line is within the City of Fayetteville, though the rest is in the Planning Area. Access and existing frontage is onto Lierly Lane, currently an unimproved street that connects to Hughmount Road.

History: On July 11, 2005, the Planning Commission approved the development of 57 buildable lots. The latest plans reviewed by the City Council represented 59 buildable lots. The addition of lots requires Planning Commission approval, prior to the approval of the final plat. Of the 59 proposed lots, the applicant intends to develop 43 lots with single family homes and 16 lots with duplexes. The City Council accepted, as part of the resolution to extend sewer, an agreement stipulating that if the property is rezoned, de facto conditional uses allowing each of the duplex lots

will be recognized. Additionally, the lots will be modified to meet the bulk and area regulations for two-family lots within the RSF-4 zoning district at the time of final plat.

Proposal: The applicant requests approval to rezone the property from R-A to RSF-4. The proposed development has a density of 3.27 units per acre.

Surrounding Land Use and Zoning: All surrounding properties are within the Planning Area and consist of large single family properties to the north, west, and east, with the exception to the south, which is within the City of Fayetteville municipal limits. Clabber Creek Phases 3-5 is an approved subdivision to the south, with which this subdivision is coordinating a street connection.

INFRASTRUCTURE:

Streets: The site has access to Lierly Lane. Lierly Lane is being improved along the property frontage up to the intersection with Hughmont Road.

Adjacent Streets:

North: Lierly Lane (Collector Street)

Water: Public water has been extended through the site for this development.

Sewer: Sanitary sewer has been extended through the site for this development.

Drainage: Standard improvements and requirements for drainage were required for the development.

Fire: These 20 acres are covered by Engine 7 located at 835 N Ruppel. The property at this time is 3.1 miles from the station with a projected response time of 7.5 minutes to this development. After all the connecting roads being built are in service, the response distance will be reduced to 2.1 miles with an expected response time of 5.5 minutes. Fire Department anticipates 21 (12 EMS – 9 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 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.

LAND USE PLAN: The Interim City Plan 2025 map identifies this property as **Residential**. This property is not identified on the Sector Map as a Growth Sector. Development of this property has, however, been approved with connections to adjacent neighborhoods, in close proximity to a public school, public park, and with a mixture of housing size, type and density.

Recommendation: Staff recommends approval of the rezoning request. The density is compatible with the adjacent city zoning and the development of lots will be compatible with the regulations of the RSF-4 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: The proposed RSF-4 zoning for a single family residential use is compatible with adjacent and nearby single family residential land use. The Interim City Plan 2025 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 will be compatible with the single family and duplex lots within the subdivision. Both single family and two-family uses are available within the RSF-4 zoning district. The resolution passed by the City Council allows for the development of two-family lots without conditional use permits. If the city were to annex the property and not rezone it RSF-4, it would remain R-A. With a zoning of R-A, the Planning Commission cannot approve the final plat for Lierly Lane Subdivision until all lots were reconfigured to meet the bulk and area requirements of this zoning district (i.e. 2 acre lot area & 200' lot width). Therefore, staff finds that rezoning the property is both justified and needed at this time.

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

Finding: The zoning of RSF-4 is proposed to compliment the approved development of a county subdivision. Development will proceed regardless of the annexation and rezoning of this property, and this determination was made in the positive with the Planning Commission's approval of the preliminary plat. Therefore, staff does not find that the proposed zoning itself will result in the increase of traffic on the adjacent Collector Street, Lierly Lane, or on the interior local streets that will connect the Lierly Lane Subdivision with adjacent residential subdivisions. 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 allow an increase in density to no more than 4 units per acre. Prior to annexation into the city, the property was not under any density requirements. Under an R-A, Residential Agricultural designation, the entire 22.92-acre tract, which includes the portion to be rezoned and the existing strip of RSF-4 property, would allow for a maximum of 11 dwelling unit (1 unit / 2 acres). With the proposed RSF-4 designation, 91 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:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* None.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.



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: August 9, 2006
Re: August 7, 2006 Zoning Review – Fire Department Comments

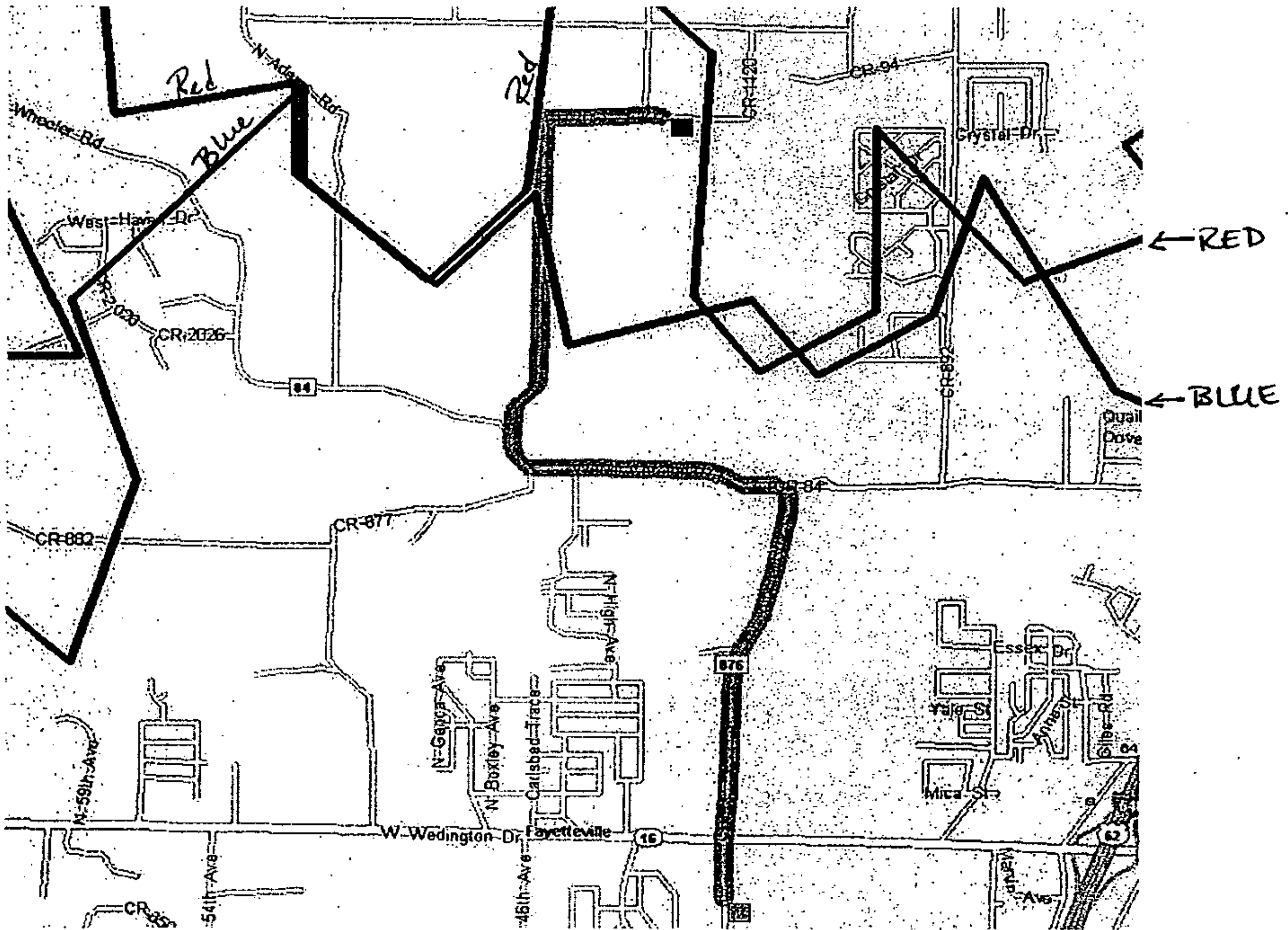
ANX06-2183 (Lierly Lane S/D)
RZN06-2184

These 22.92 acres are covered by Engine 7 located at 835 N Ruppel.
The property at this time is 3.1 miles from the station with a projected response time of 7.5 minutes to this development. After all the connecting roads that are being built are in service, the response distance will be reduced to 2.1 miles with an expected response time of 5.5 minutes.
Fire Department anticipates 21 (12 EMS – 9 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.

Please feel free to contact me if you have any questions

Dale Riggins
IT/Planning

RZN06-2183
ANX06-2184
Lierly Lane S/D



Red Line - 8 Minute Response
Blue Line - 7 Minute Response

August 7, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to ANX 00-2183 and RZN 06-2184 (LIERLY LANE S/D, 244): Submitted by Clint McDonald Blind Squirrel, LLC for property located at Lierly Lane Subdivision, Lierly at Hughmount. The property contains approximately 22.92 acres and is zoned RA, and is in the growth area. The request is to annex the property into the City of Fayetteville and rezone the subject property to RSF-4.

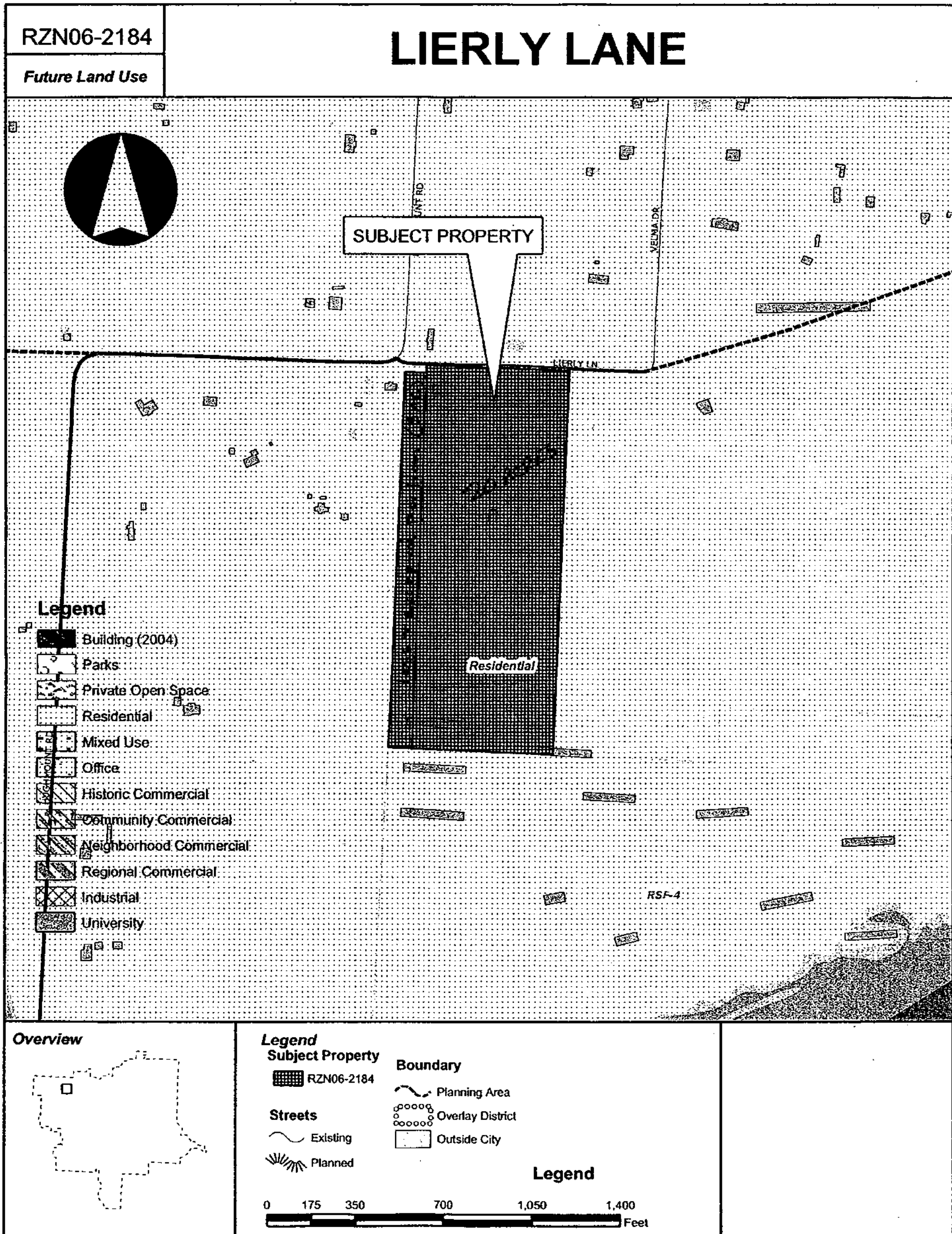
It is the opinion of the Fayetteville Police Department that this annexation will not substantially alter the population density or create an undesirable increase the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown
Fayetteville Police Department

**LIERLY LANE SUBDIVISION
REZONING REQUEST SUMMARY
July 12, 2006**

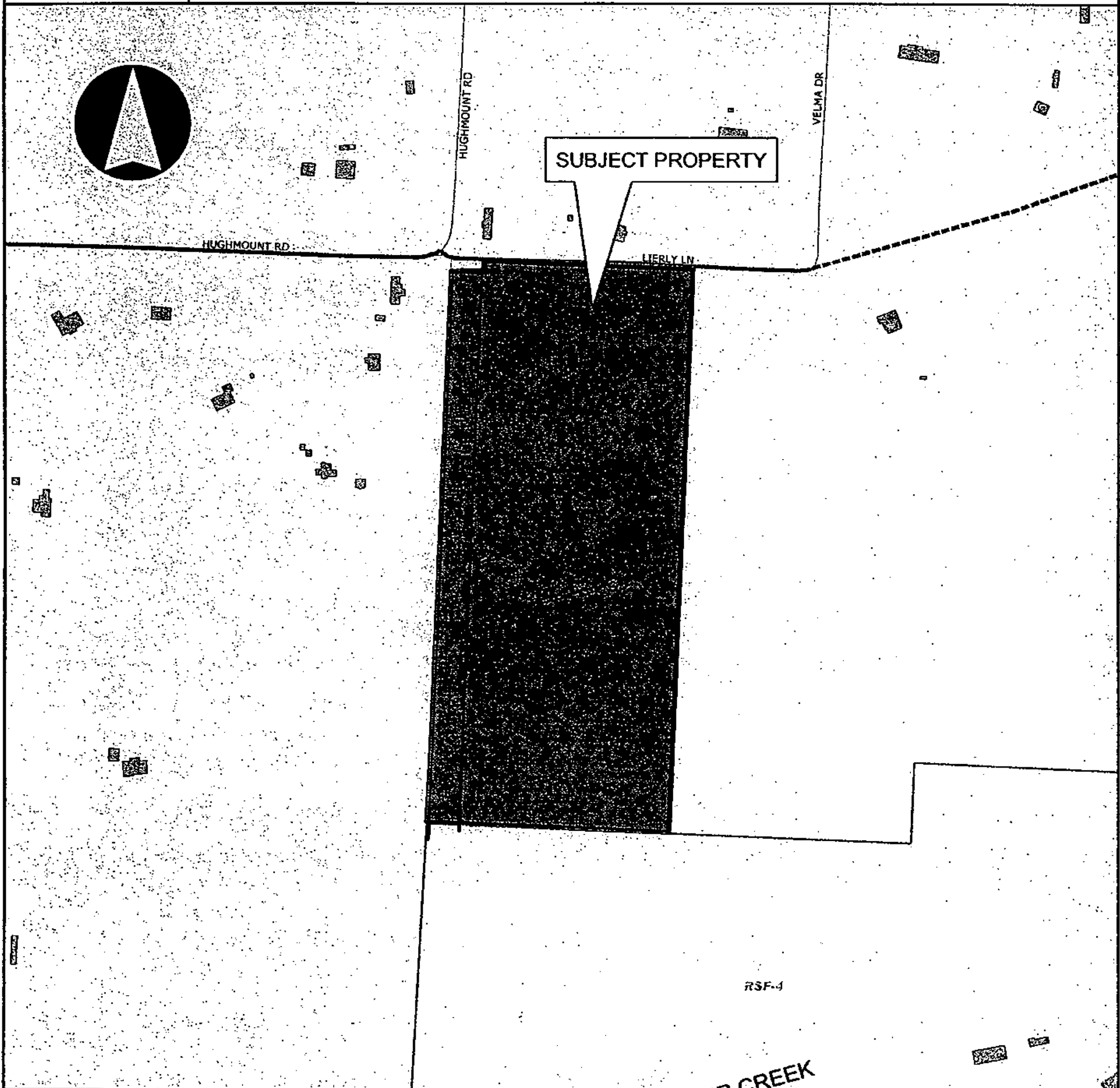
- 6A) Owner: Blind Squirrel LLC
- 6B) Reason: Rezoning to comply with Fayetteville City Council approval from 4/18/06 meeting. This rezoning complies with the agreement for RSF-4 with Conditional Use as approved by council meeting noted above.
- 6C) Use: Property usage is consistent with adjacent City property usage.
- 6D) Utility: Water and Sewer plans have been approved by the City of Fayetteville and are installed at this time.
- 7A) This proposed zoning is consistent with other completed and in process developments in this area of the city.
- 7B) This proposed zoning is required to comply with agreement with City Council noted above.
- 7C) Development includes improvements to adjacent and offsite infrastructure as required by City Staff.
- 7D) This development should not adversely affect current public services. If annexed and rezoned, agreement to city fees should allow for any impacts.
- 7E) Land cost and development costs to improve to City Standard will not financially allow 1 house per acre.



RZN06-2184

LIERLY LANE

Close Up View



Overview

Legend

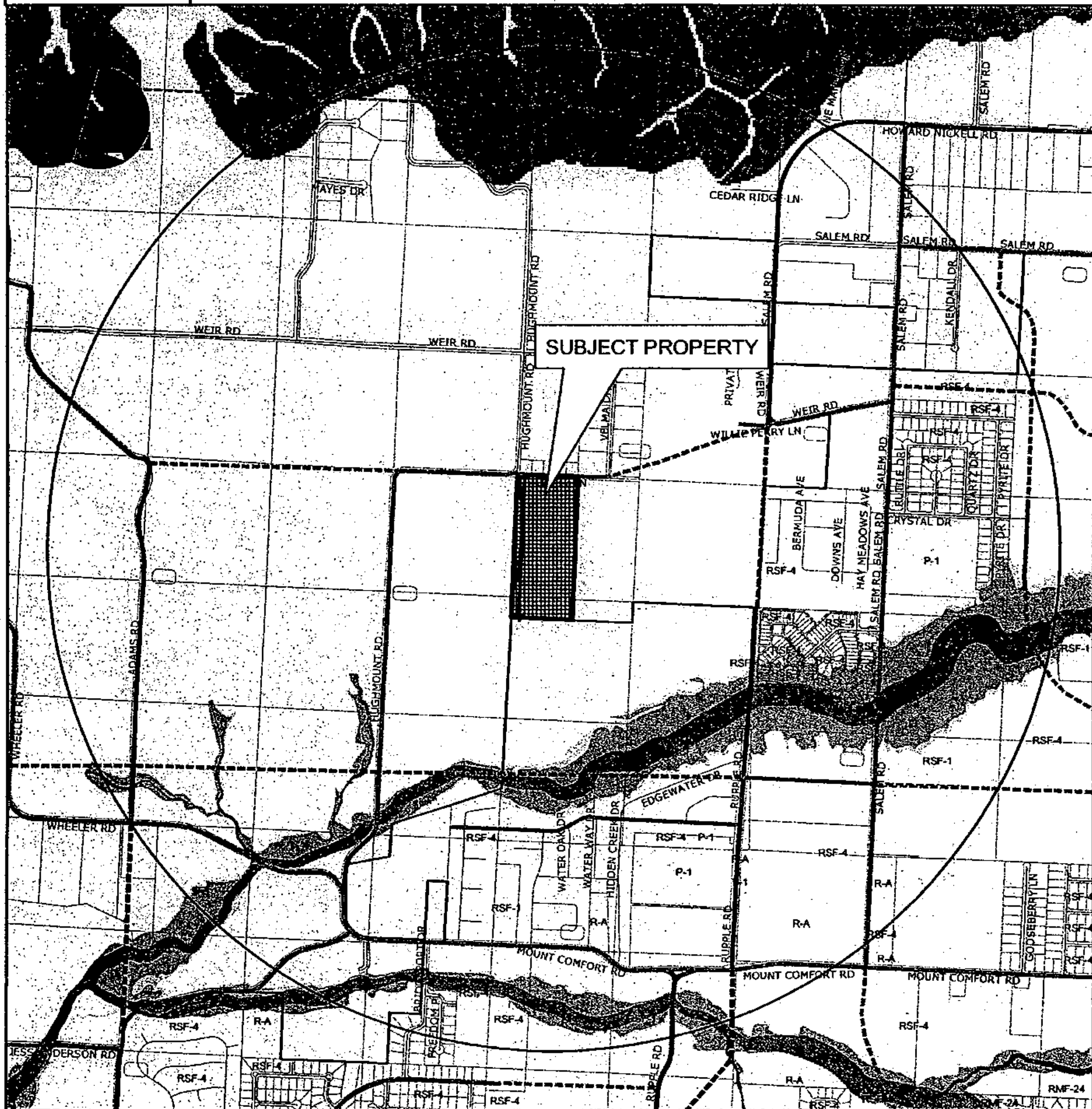
- ○ ○ ○ ○ Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- - - BaseLine Profile
- Fayetteville
- Outside City
- RZN06-2184
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District



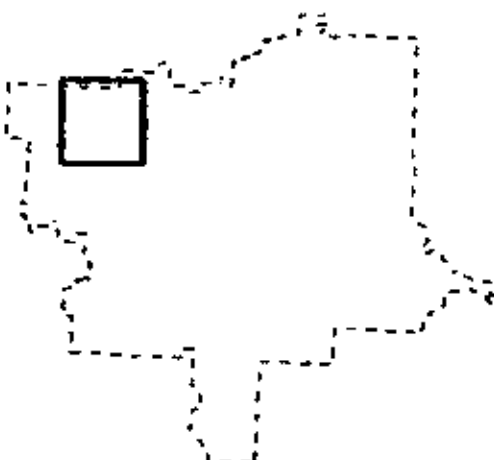
RZN06-2184

One Mile View

LIERLY LANE



Overview



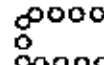
Legend

Subject Property

 RZN06-2184

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

5-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

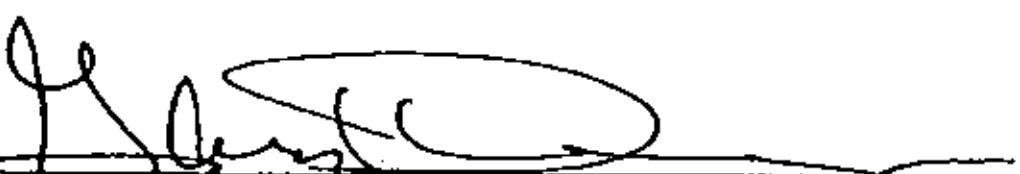
Action Required:

RZN 06-2181: (Life Covenant Church, 363): Submitted by Blew, Bates & Associates for property located at 1855 Porter Road. The property is zoned R-A, Residential-Agricultural and contains approximately 1.36 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

8-18-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney

8-18-06

Original Contract Number: n/a


Finance and Internal Service Director

8-21-06
Date

Received in City Clerk's Office
ENTERED 8/18/06


Mayor

8/1/06
Date

Received in Mayor's Office
ENTERED 8/18/06

Comments:

Left on the second reading 9/5/06

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *JP*

Date: August 18, 2006

Subject: Rezoning for Life Covenant Church (RZN 06-2181)

RECOMMENDATION

The Planning Commission recommended approval of the subject rezoning request from R-A to RSF-4 on approximately 1.36 acres of property located at 1855 Porter Road, north of Sycamore Street.

BACKGROUND

The 1.36 acres proposed for rezoning is part of a 5-acre tract owned by and developed for Life Covenant Church. The 1.36 acres in question is undeveloped, adjacent to I-540 and north of Sycamore right-of-way. The owner desires to subdivide the 1.36 acres for sale; however, the lot does not meet the bulk and area regulations of the R-A zoning district. Therefore, the applicant requests to rezone the property RSF-4 to proceed with the subdivision of property.

The proposed RSF-4 zoning is consistent with the land use planning objectives and principles. The property is located within an area developed for a variety of residential uses from single family homes to apartment complexes zoned RSF-4, RT-12, and RMF-24. It is unlikely that this property will ever be used for agricultural purposes and the owner is unable to subdivide the property under the R-A regulations without a variance. A rezoning to RSF-4 allows development of the property and accomplishes the goal of infill those areas within close proximity to infrastructure and utilities.

DISCUSSION

This item was heard at the regular Planning Commission on August 14, 2006. The Planning Commission voted 9-0-0 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 06-2181, FOR
APPROXIMATELY 1.36 ACRES, LOCATED AT
1855 PORTER ROAD FROM R-A,
RESIDENTIAL AGRICULTURAL TO RSF-4,
RESIDENTIAL SINGLE FAMILY, 4 UNITS PER
ACRE.

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

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

From R-A, Residential Agricultural to RSF-4,
Residential Single Family, 4 units per acre, as
shown on Exhibit "A" attached hereto and made a
part hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is
hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2181

TRACT B:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN THAT IS N01°26'44"E 399.83' AND N88°53'22"W 662.19' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S01°53'25"W 389.11', THENCE N88°49'32"W 268.59' TO THE RIGHT OF WAY OF U.S. INTERSTATE #540, THENCE ALONG SAID RIGHT OF WAY: N31°28'34"E 30.23', N32°59'40"E 451.03', THENCE LEAVING SAID RIGHT OF WAY S44°00'42"E 28.75' TO THE POINT OF BEGINNING, CONTAINING 1.36 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD, IF ANY.



PC Meeting of August 14, 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: August 9, 2006

RZN 06-2181: (LIFE COVENANT CHURCH, 363): Submitted by BLEW, BATES & ASSOCIATES for property located at 1855 PORTER RD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.36 acres. The request is to rezone the subject property to RSF-4, Residential Single-family, 4 units per acre.

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the request to rezone the property from R-A, Residential Agricultural, to RSF-4, Residential Single Family – 4 units per acre.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
		☒ Approved	☐ Denied
Date:	<u>August 14, 2006</u>	Motion:	<u>Clark</u>
		Second:	<u>Ostner</u>
		Vote:	<u>9-0-0</u>
CITY COUNCIL ACTION:		Required	<u>YES</u>
		☐ Approved	☐ Denied
Date:	<u>September 5, 2006 (1st reading if recommended)</u>		

BACKGROUND:

Property description: The 1.36 acres proposed for rezoning is part of a 5-acre tract owned by and developed for Life Covenant Church. The 1.36 acres in question is undeveloped. It is adjacent to I-540 and north of Sycamore right-of-way. Although this property does have frontage on public right-of-way to the south, the road is undeveloped.

Proposal: The owner desires to subdivide the 1.36 acres for sale; however, the lot does not meet the bulk and area regulations of the R-A zoning district. Therefore, the applicant requests to rezone the property RSF-4 to proceed with the subdivision of property. If ever the 1.36 acres were subdivided or developed, adequate access shall be constructed to the property either from Sycamore Street or Porter Road through the church's property.

Recommendation: Staff recommends approval of the requested RSF-4 zoning district in this location, finding that it is compatible with the surrounding uses and necessary for the development of this property.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Life Covenant Church	R-A, Residential Agricultural
South	Single-family residential Two-family residential	RSF-4 & RT-12
East	Apartment Complex	RMF-24
West	I-540 & Vacant property	I-1

INFRASTRUCTURE:

Streets: The site has access to Sycamore Street. Sycamore Street is an improved two-lane paved roadway at this property. Improvements that may be required shall be evaluated by staff as development occurs.

Surrounding Master Street Plan Streets:
South: Sycamore Street (Local)

Water: Public water is adjacent to the site. There is a 6" waterline along Sycamore. 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.

Sewer: Sanitary sewer is available on the site. There is an 8" 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 to and within the property at the time of development. This property is within the Hamestring Creek Lift Station basin.

Drainage: Standard improvements and requirements for drainage will be required for the development.

Fire: The overall 4.97 acres are covered by Engine 7 located at 835 N Ruppel Road. The property is 1.9 miles from the station with an expected response time of 4 minutes. The Fire Department anticipates 5 (3 EMS – 2 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 nor will it create an appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: The Interim City Plan 2025 map designates this site **Residential**, and on the Sector Map it is located on the edge of the Growth Infill 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: Staff finds that the proposed RSF-4 zoning is consistent with the land use planning objectives and principles. The property is located within an area developed for a variety of residential uses from single family homes to apartment complexes. To increase the density from 0.5 units per acre to four units per acre on this property is appropriate and compatible.

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

Finding: Although the overall property is developed for a place of worship, this 1.36 acres is vacant. It is unlikely that this property will ever be used for agricultural purposes and the owner is unable to subdivide the property under the R-A regulations without a variance or rezoning the property. The applicant has decided to proceed with the latter option. A rezoning to RSF-4 allows development of the property and accomplishes the goal of infill those areas within close proximity to infrastructure and utilities.

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

Finding: The zoning of this property to RSF-4 and subsequent development may result in the increase of traffic to the property. Sycamore Street and Saddlehorn Avenue are stubbed out to the property and can be the means of access to any development. The Police Department has reviewed this request and finds that it will not appreciably increase traffic congestion or danger in this 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 not substantially alter the population density in the area. A 1.36 acre parcel within the R-A zoning district could not be developed for residential use without a variance (1 unit per 2 acres). Five single family residential units would be permitted under the RSF-4 zoning district. Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
----------------	----------

(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

161.07 District Rsf-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside/Hilltop Overlay District Lot minimum width	60 ft.	70 ft.
Hillside/Hilltop Overlay District 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. Single Family Dwellings.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.
HHOD Front	HHOD Side	HHOD Rear
15 ft.	5 ft.	15 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet as measured from the lowest point of the structure at the historic grade. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

August 7, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to **RZN 06-2181 (LIFE COVENANT CHURCH, 363)**: Submitted by **Blew, Bates & Associates** for property located at 1855 Porter Road. The property contains approximately 4.97 acres and is zoned R-A. The request is to rezone the property to RSF-4.

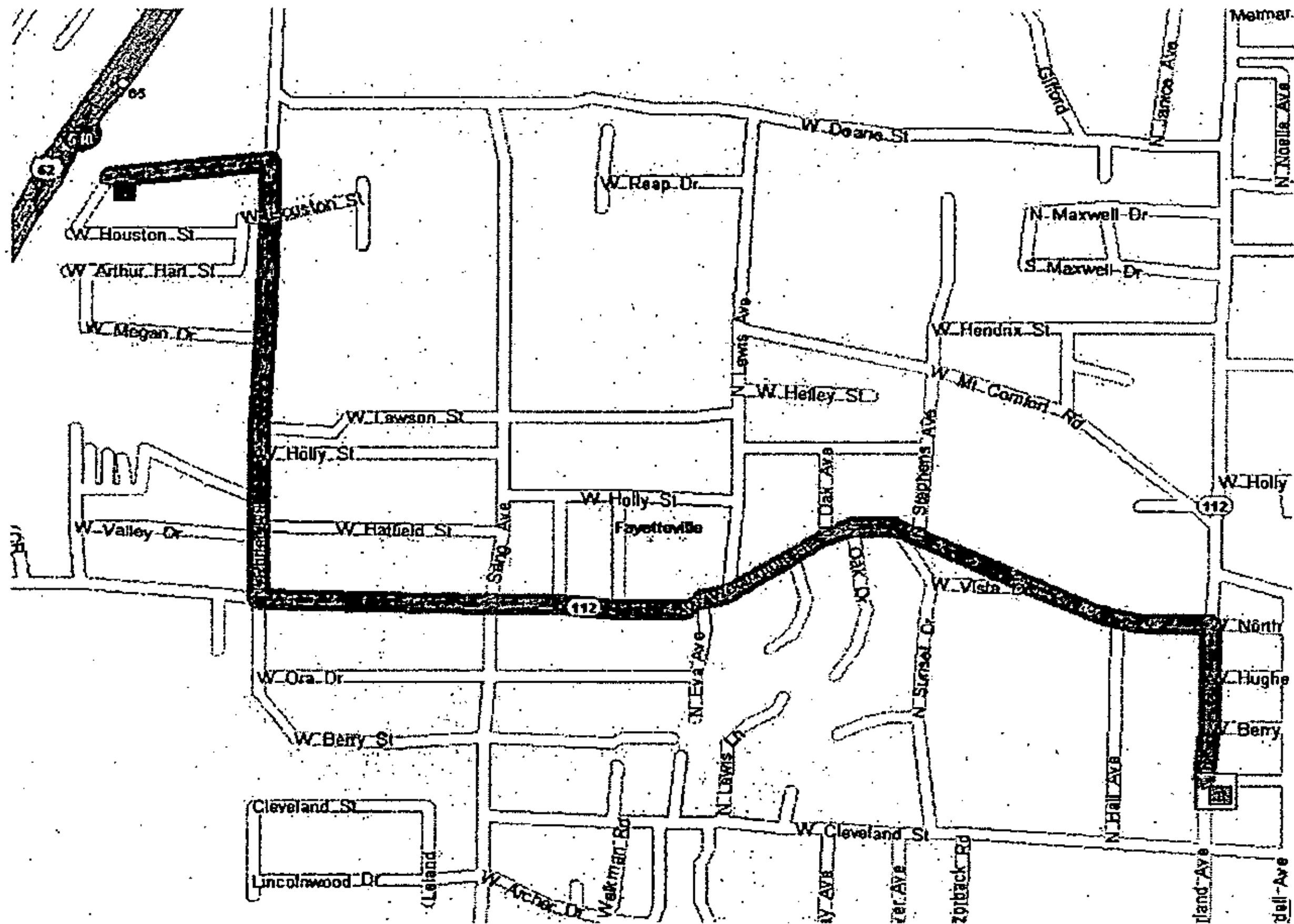
It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown
Fayetteville Police Department

RZN06-2181

Life Covenant Church





Blew, Bates & Associates, Inc.

Engineering & Surveying

3561 No. College / Fayetteville, AR 72703
PH: 479-443-4506 * FAX: 479-582-1883

SURVEY DESCRIPTION OF PROPERTY TO BE REZONED

TRACT B:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN THAT IS N01°26'44"E 399.83' AND N88°53'22"W 662.19' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S01°53'25"W 389.11', THENCE N88°49'32"W 268.59' TO THE RIGHT OF WAY OF U.S. INTERSTATE #540, THENCE ALONG SAID RIGHT OF WAY: N31°28'34"E 30.23', N32°59'40"E 451.03', THENCE LEAVING SAID RIGHT OF WAY S44°00'42"E 28.75' TO THE POINT OF BEGINNING, CONTAINING 1.36 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD, IF ANY.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Lalun Lewis

Applicant's Signature

First submittal as:
RZN06-2181
Parcel class
7/14/2006
TS



Blew, Bates & Associates, Inc.

Engineering & Surveying

3561 No. College / Fayetteville, AR 72703
PH: 479-443-4506 * FAX: 479-582-1883

To Whom It May Concern:

The Life Covenant Church located at 1855 Porter Road wish to have the Southern 1.36 acres of their property rezoned from R-A to RSF-4 for the purpose of selling this 1.36 acres. The reason for the zoning change is to get the property out of R-A zoning and into the zoning that would fit the purposes of the proposed buyer of the 1.36 acres. The properties immediately surrounding the proposed 1.36 acres are zoned RMF-24 and this property will not be used for the purpose of permanent residences, but for a day use type facility. The traffic into and out of the proposed 1.36 acres will not be as great as the traffic into and out of the properties that surround it that are Zoned RMF-24. Water and Sewer are available in the area and are accessible, a 4" waterline exists running in Sycamore street and a sewer line exists along the East side and running through the parent tract of this property according to FAYGIS.

Bryan T. Bunch
Project Manager



Blew, Bates & Associates, Inc.

Engineering & Surveying

3561 No. College / Fayetteville, AR 72703
PH: 479-443-4506 * FAX: 479-582-1883

To Whom It May Concern:

The purpose of this letter is to justify why Life Covenant Church should receive consideration for rezoning a portion of their property.

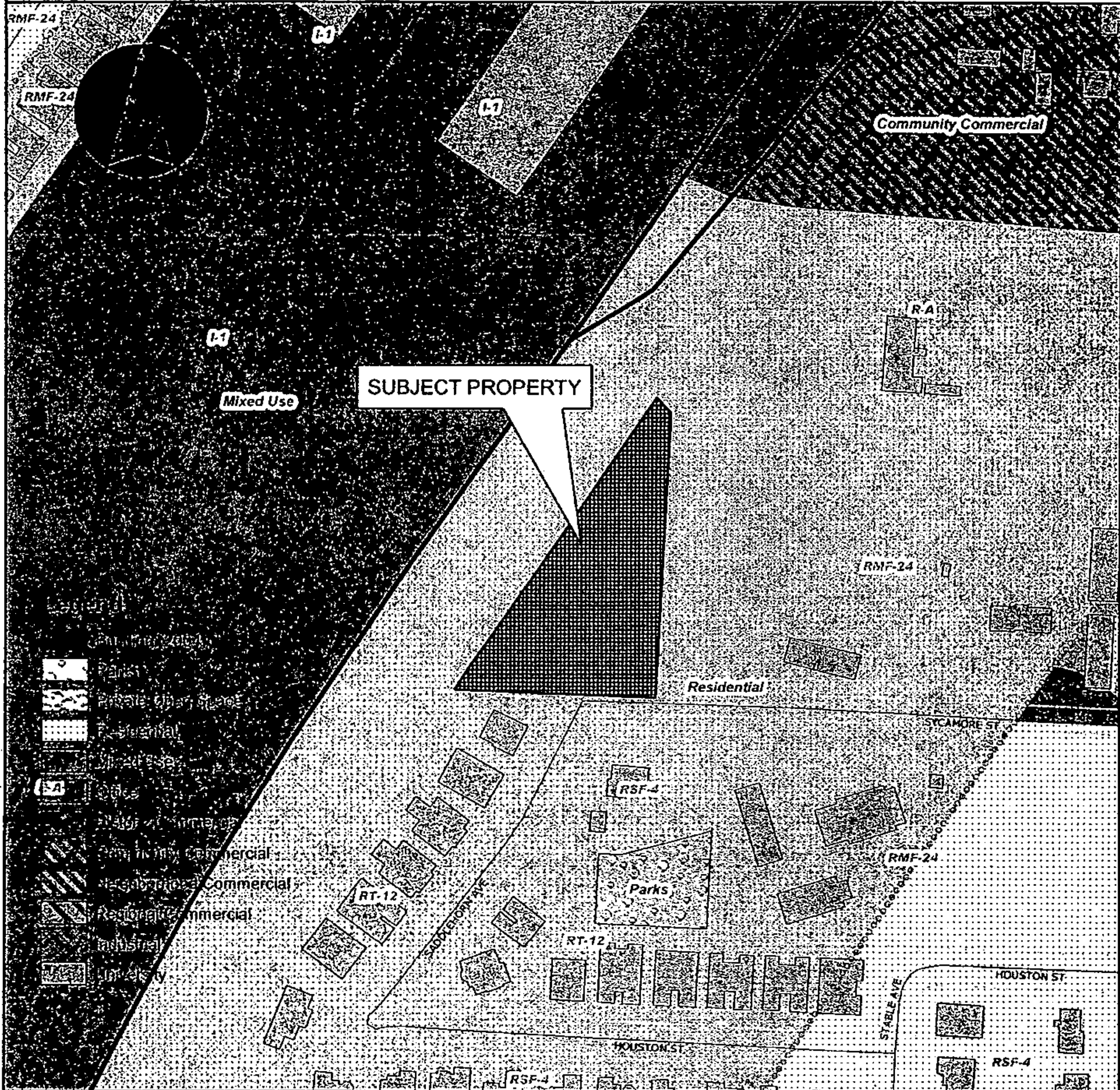
- A. The proposed zoning of the portion of the Life Covenant Church is requested to be RSF-4 from R-A. The RSF-4 zoning seems to fit with the existing zoning of the adjacent parcels that exist in the area.
- B. The proposed zoning is needed for this parcel because Life Covenant Church is now zoned R-A and cannot split its property without removing this portion from the current R-A zoning.
- C. The proposed zoning will not greatly increase traffic danger and congestion in the area. The properties surrounding the proposed property are apartments and multifamily dwellings and traffic to and from them is already established.
- D. The proposed zoning will not increase population density by a substantial margin because it will only allow for one structure to be used by a single family or day use facility.
- E. It would be impractical to use the land in its current zoning because it can not exist without rezoning due to the R-A zoning requirements.

Bryan T. Bunch
Project Manager

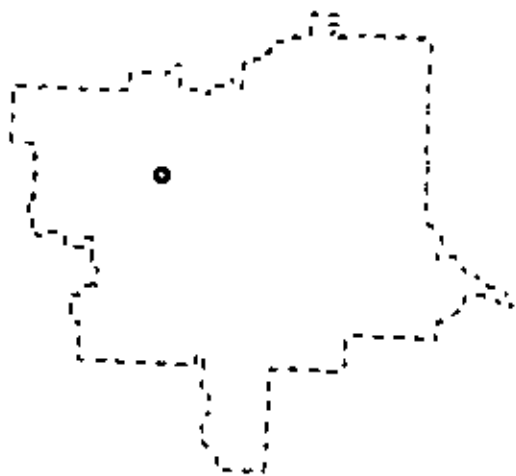
RZN06-2181

LIFE COVENANT CHURCH

Future Land Use



Overview



Legend

- Subject Property**
- RZN06-2181
- Streets**
- Existing
 - Planned
- Boundary**
- Planning Area
 - Overlay District
 - Outside City

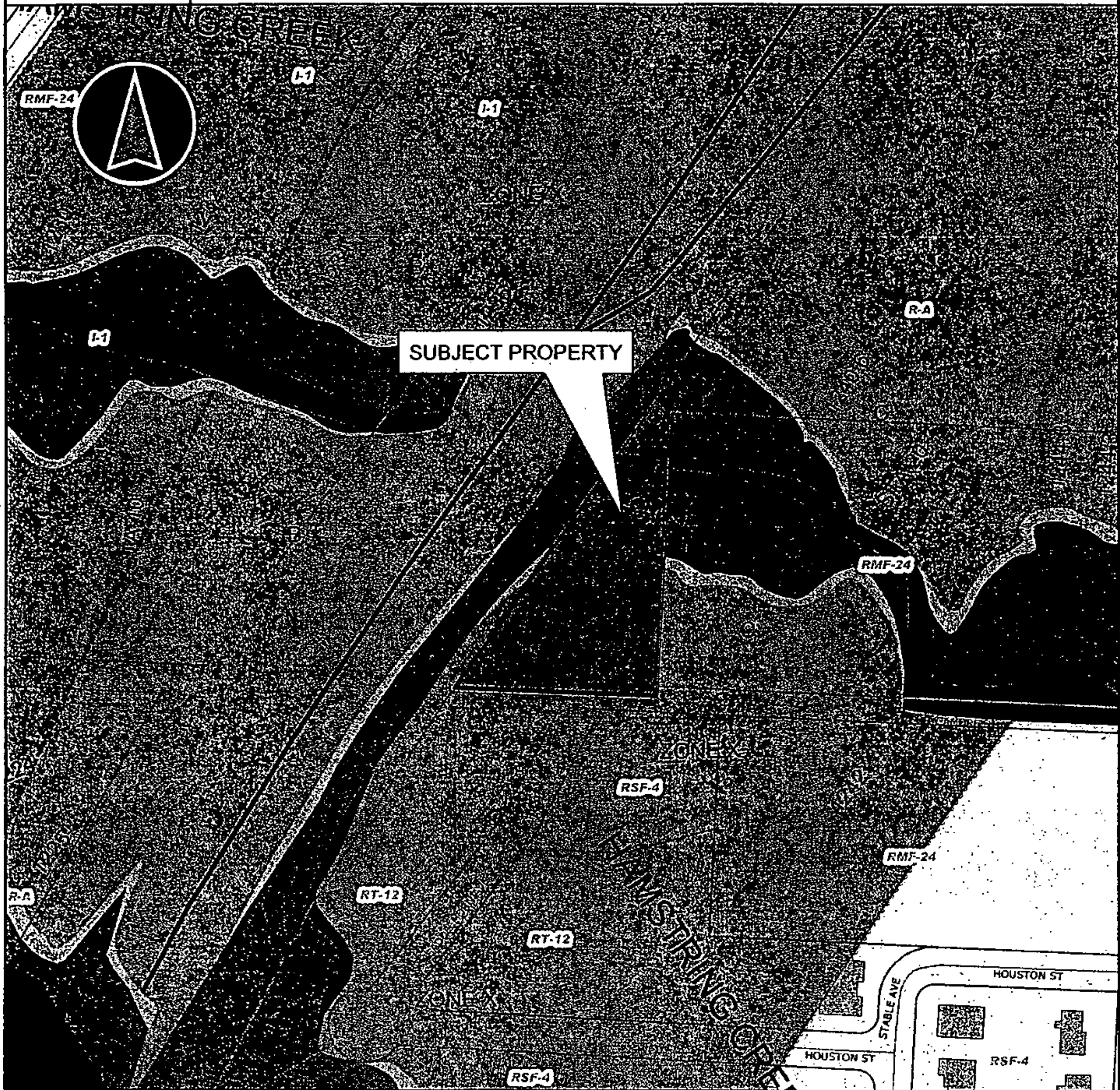
Legend



RZN06-2181

LIFE COVENANT CHURCH

Close Up View



Overview

Legend

- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- - - BaseLine Profile
- Fayetteville
- Outside City
- RZN06-2181
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District

0 75 150 300 450 600 Feet

One Mile View

 RZN06-2181

 Planning Area
 Overlay District
 Outside City

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

19-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 06-2199: (Red Arrow Downzoning, 598/599): Submitted by Sue Madison for property located in the designated area located south of Eighteenth Street, east of I-540, and west of Razorback Road in the Red Arrow Neighborhood. The property is zoned RMF-24, Residential Multi-Family, 24 units per acre and contains 88 individual properties. 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

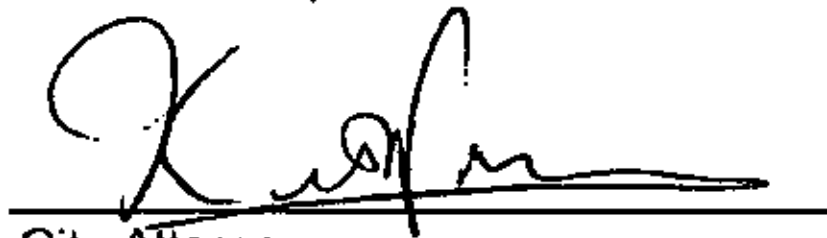
☐


Department Director

8-30-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney

8-31-06

Original Contract Number: n/a


Finance and Internal Service Director

8-31-06
Date

Received in City Clerk's Office

ENTERED

8/30/06


Mayor

9/1/06
Date

Received in Mayor's Office

ENTERED

8/31/06

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations 

From: Leif Olson, Long Range Planner

Date: August 29, 2006

Subject: Rezoning for Red Arrow Subdivision (RZN 06-2199)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning 88 parcels of land from RMF-24, Residential Multi-family-24 units per acre, to RSF-4, Residential Single-family-4 units per acre.

BACKGROUND

The subject properties are located west of Razorback Rd. south of Eighteenth St. and east of I-540. This neighborhood was platted primarily with quarter acre lots and is single family in nature. All of the property owners requesting the rezoning are currently zoned RMF-24. A total of 88 contiguous parcels are requesting the rezoning and have signed the petition. The neighborhood proposes this rezoning in order to ensure that any potential future development will be compatible in land use, scale and mass within the context of the existing neighborhood. Staff is not recommending rezoning any of the parcels that objected to this request.

DISCUSSION

This item was heard at the regular Planning Commission meeting on August 28, 2006. The Planning Commission voted 9-0-0 to forward this item to the City Council with a recommendation for approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT
PROPERTY DESCRIBED IN REZONING
PETITION RZN 06-2199, FOR
APPROXIMATELY 88 INDIVIDUAL
PROPERTIES, LOCATED SOUTH OF
EIGHTEENTH STREET, EAST OF I-540, AND
WEST OF RAZORBACK ROAD FROM RMF-24,
RESIDENTIAL MULTI-FAMILY, 24 UNITS PER
ACRE 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 RMF-24, Residential Multi-Family, 24 units
per acre to RSF-4, Residential Single Family, 4
units per acre, as shown on Exhibit "A" attached
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:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2201

Parcel #765-04066-000 Legal Description Based on Warranty Deed: 392-395
Lots Nine (9) and Ten (10) in Cornelius Sub-division to the City of Fayetteville, Arkansas, as per plat on file in the office of the Circuit Clerk of Washington County, State of Arkansas at page 258 of the plat book.

Parcel #765-04065-000 Legal Description Based on Warranty Deed: 738-342
Lots Seven (7) and Eight (8) in Cornelius Sub-division to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, at Plat Book Page 258.

Parcel #765-04064-000 Legal Description Based on Warranty Deed: 987-895
Lot Numbered Six (6) in Cornelius Subdivision of Fayetteville, Arkansas, being part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Twenty (20), Township Sixteen (16) North, Range Thirty (30) West of the Fifth Principal Meridian, containing One and Eighty-five (1.85) acres, more or less.

Parcel #765-04062-000 Legal Description Based on Warranty Deed: 881-747
Part of Lot 4, Cornelius Subdivision, same being a part of the Southwest Quarter of the Southeast Quarter and South One-half of the Southwest Quarter of Section 20 in Township 16 North of Range 30 West, more particularly described as beginning at a point 103 feet south of the northwest corner of said Lot 4; thence south 228 feet; thence east 381 feet; thence North 228 feet; thence west 381 feet; to the point of beginning, containing 2 acres more or less and said being situated in Washington County, Fayetteville, Arkansas.

Parcel #765-04059-000 Legal Description Based on Warranty Deed: 92-33139
Lot No. 3 in Cornelius Subdivision now on file in the office of the Recorder for Washington County, Arkansas, the same being a part of the SE¼ of the SW¼ and a part of the SW¼ of the SE¼ of Section twenty (20), Township Sixteen (16) North of Range Thirty (30) West. Also a water privilege for the use of water for domestic purposes out of a well on the adjoining property conveyed by C.T. Cornelius and Gertrude Cornelius to the predecessors in title to herein Grantor, as shown by deed recorded in deed record "384" at page "79" thereof.

Parcel #765-08383-000 Legal Description Based on Warranty Deed: 2002-76590
Lot Numbered Six (6) in Re-Plat of Block Numbered Two (2) Meadowvale Subdivision of Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty (20) Township Sixteen (16) North of Range Thirty (30) West, as the same is described upon the plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-08382-000 Legal Description Based on Warranty Deed: 98-35225
Lot Numbered Five (5), Re-Plat of Block Numbered Two (2), Meadowvale Subdivision of Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty (20) Township Sixteen (16) North of Range Thirty (30) West, as the same is described upon the plat thereof on file in the office of the Circuit Clerk of Washington County, Arkansas.

Parcel #765-08381-000 Legal Description Based on Warranty Deed: 823-57
Lot Numbered Four (4) in Re-Plat of Block Numbered Two (2) Meadowvale Subdivision of Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty (20) Township Sixteen (16) North of Range Thirty (30) West, as the same is described upon the plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-08380-000 Legal Description Based on Warranty Deed: 2003-36455 Lot Numbered Three (3) in the Re-Plat of Block Two (2) Meadowvale Subdivision of Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty (20) Township Sixteen (16) North of Range Thirty (30) West, as the same is described upon the plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-08379-000 Legal Description Based on Warranty Deed: 540-507
Lot Numbered Two (2) in the Re-Plat of Block Two (2) of Meadowvale Subdivision, and Addition to the City of Fayetteville, Arkansas.

Parcel #765-08378-000 Legal Description Based on Warranty Deed: 862-310

All of Lot Numbered One (1) of the Replat of Block Two (2) of Meadow Vale Subdivision of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty (20), Township Sixteen (16) North of Range Thirty (30) West, as same is described upon the plat thereof, on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-08390-000 & #765-08391-000 Legal Description Based on Warranty Deed: 2005-24034

All of Lot No. 13; Lot No. 14, less and except the East 10 feet thereof, all in the re-plat of Block 2, Meadow Vale Subdivision, being a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 20, Township 16 North, Range 30 West as the same is designated on the recorded plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-08398-000 Legal Description Based on Warranty Deed: 99-40762

The West One-half (W½) of Lots Eleven (11) and Twelve (12) in Block Three (3), Meadowvale Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-08399-000 Legal Description Based on Warranty Deed: 96-43238

Lot Number Thirteen (13), Block Number Three (3), Meadow Vale Subdivision, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-08400-000 Legal Description Based on Warranty Deed: 99-84172

Lot 14, Block 3, Meadow Vale Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09833-000 Legal Description Based on Warranty Deed: 925-36

Lot Numbered One (1) in Block Numbered One (1) of Red Arrow Subdivision to the City of Fayetteville, Arkansas, now known as Lot One (1) of the final plat of the Replat of Lots 1 through 9 of Block One in Red Arrow No., and Lots 7 through 18 in Block One of Red Arrow No. 2 to the City of Fayetteville, said plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09834-000 Legal Description Based on Warranty Deed: 2004-33808

Lot Two (2), Block One (1) of Red Arrow Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09835-000 Legal Description Based on Warranty Deed: 94-04300

Lot Numbered Three (3) in Block Numbered One (1) of the replat of Lots Numbered One (1) through Nine (9) in Block Numbered One (1) of Red Arrow Subdivision No. One (1) to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09836-000 Legal Description Based on Warranty Deed: 2006-20710

Lot numbered for (4) in Block numbered one (1) of the replat of lots numbered one (1) through nine (9) in block numbered one (1) of Red Arrow Subdivision No. 1 to the City of Fayetteville, Arkansas.

Parcel #765-09837-000 Legal Description Based on Warranty Deed: 2003-56991

Lot Numbered Five (5) in Block Numbered One (1) of the replat of Lots Numbered One (1) through Nine (9) in Block Numbered One (1) of Red Arrow Subdivision No. 1 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09838-000 & #765-09839-000 Legal Description Based on Warranty Deed: 905-775

Lots Six (6), Seven (7) and Eight (8), except the West 10 feet of said Lot 8, all in Block One (1) of Red Arrow Subdivision to the City of Fayetteville, Arkansas as per plat of said Addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09840-000 Legal Description Based on Warranty Deed: 959-31

Ten (10) feet of equal and uniform width off the West side of Lot Numbered Eight (8) and all of Lot Numbered Nine (9) in Block Numbered One (1) of the Replat Numbered One (1) through Nine (9) in Block Numbered One (1) of Red Arrow Subdivision No. 1 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09841-000

Legal Description Based on Warranty Deed: 98-34285

Lot One (1) in Block Two (2), Red Arrow Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09842-000

Legal Description Based on Warranty Deed: 2003-62795

Lot 2, Block 2, Red Arrow Subdivision, to the City of Fayetteville, Arkansas, as shown on plat of record in plat book 3, page 371, plat records of Washington County, Arkansas.

Parcel #765-09843-000

Legal Description Based on Warranty Deed: 93-17903

Lot Three (3), Block Two (2) in Red Arrow Subdivision to the City of Fayetteville, otherwise known as 1625 Arrowhead Street in the City of Fayetteville, Arkansas.

Parcel #765-09844-000

Legal Description Based on Warranty Deed: 97-16842

Lot Numbered Four (4) in Block Two (2) of Red Arrow Subdivision to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09845-000

Legal Description Based on Warranty Deed: 2005-55378

Lot Numbered 5, in Block 2, of Red Arrow Subdivision to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09846-000

Legal Description Based on Warranty Deed: 2001-32932

Lot Number Six (6) in Block Two (2) of Red Arrow Subdivision to the City of Fayetteville, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09847-000

Legal Description Based on Warranty Deed: 1420-540

Lot Seven (7), Block Two (2), Red Arrow Addition to the City of Fayetteville, County of Washington, State of Arkansas, as per plat of said Addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09848-000

Legal Description Based on Warranty Deed: 98-100352

Lot Numbered Eight (8) in Block Two (2) of Red Arrow Subdivision to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09849-000

Legal Description Based on Warranty Deed: 2006-26325

Lot 9, Block 2, Red Arrow Subdivision to the City of Fayetteville, Arkansas, as per the plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09854-000

Legal Description Based on Warranty Deed: 742-287

Lot Numbered Five (5) in Block Numbered One (1) of Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per the plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09855-000

Legal Description Based on Warranty Deed: 756-176

Lot Numbered Six (6) in Block Numbered One (1) of Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per the plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09856-000

Legal Description Based on Warranty Deed: 2005-13830

Lot Numbered Seven (7) in Block Numbered One (1) of Red Arrow Subdivision #2 to the final plat of the replat of Lots 1-9, inclusive of Block 1 in Red Arrow No. 1 and Lots 7-18 inclusive in Block No. 1 of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision in file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09857-000

Legal Description Based on Warranty Deed: 2005-13833

Lot Numbered Eight (8) in Block Numbered One (1) of Red Arrow Subdivision #2 to the final plat of the replat of Lots 1-9, inclusive of Block 1 in Red Arrow No. 1 and Lots 7-18 inclusive in Block No. 1 of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision in file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09858-000

Legal Description Based on Warranty Deed: 2004-23798

Lot Numbered Nine (9) in Block Numbered One (1) of Red Arrow Subdivision #2 to the final plat of the replat of Lots 1-9, inclusive of Block 1 in Red Arrow No. 1 and Lots 7-18 inclusive in Block No. 1 of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision in file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09859-000

Legal Description Based on Warranty Deed: 2005-13830

Lot Numbered Ten (10) in Block Numbered One (1) of Red Arrow Subdivision #2 to the final plat of the replat of Lots 1-9, inclusive of Block 1 in Red Arrow No. 1 and Lots 7-18 inclusive in Block No. 1 of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision in file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09860-000

Legal Description Based on Warranty Deed: 2003-10039

Lot Numbered

Eleven (11) in Block Numbered One (1), Red Arrow Subdivision #2, to the City of Fayetteville, Arkansas, as per plat of said Subdivision, on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09861-000

Legal Description Based on Warranty Deed: 96-77627

Lot Numbered 12 in Block Numbered 1 in Red Arrow #2, a Subdivision to the City of Fayetteville, Washington County, Arkansas, as per plat of said subdivision on file in the office of the Circuit Clerk of Washington County, Arkansas, as shown on the final plat of the re-plat of Lots 1 through 9 inclusive of Block 1 in Red Arrow #2 Subdivision to the City of Fayetteville, Washington County, Arkansas, as per plat of said Subdivisions on file in of the office of the Circuit Clerk of Washington County, Arkansas.

Parcel #765-09862-000

Legal Description Based on Warranty Deed: 1205-831

Lot Numbered Thirteen (13) in Block Numbered One (1) of Red Arrow Subdivision #2 to the final plat of the replat of Lots 1-9, inclusive of Block 1 in Red Arrow No. 1 and Lots 7-18 inclusive in Block No. 1 of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision in file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09863-000

Legal Description Based on Warranty Deed: 2001-43483

Lot Numbered Fourteen (14) in Block Numbered One (1) of Red Arrow Subdivision #2 to the final plat of the replat of Lots 1-9, inclusive of Block 1 in Red Arrow No. 1 and Lots 7-18 inclusive in Block No. 1 of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision in file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09864-000

Legal Description Based on Warranty Deed: 2002-178281

Lot Numbered Fifteen (15) in Block Numbered One (1) of Red Arrow Subdivision #2 to the final plat of the replat of Lots 1-9, inclusive of Block 1 in Red Arrow No. 1 and Lots 7-18 inclusive in Block No. 1 of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision in file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09865-000

Legal Description Based on Warranty Deed: 805-22

Lot Numbered Sixteen (16) in Block Numbered One (1) of Red Arrow Subdivision #2 to the final plat of the replat of Lots 1-9, inclusive of Block 1 in Red Arrow No. 1 and Lots 7-18 inclusive in Block No. 1 of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision in file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09866-000

Legal Description Based on Warranty Deed: 811-202

Lot Numbered Sixteen (16) in Block Numbered One (1) of Red Arrow Subdivision #2 to the final plat of the replat of Lots 1-9, inclusive of Block 1 in Red Arrow No. 1 and Lots 7-18 inclusive in Block No. 1 of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision in file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09867-000

Legal Description Based on Warranty Deed: 93-73056

Lot Numbered Eighteen (18) in Block Numbered One (1) of Red Arrow Subdivision #2 to the City of Fayetteville, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09870-000

Legal Description Based on Warranty Deed: 995-738

Lot Numbered Four (4) in Block Numbered Two (2) of Red Arrow Subdivision #2 to the City of Fayetteville, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09871-000

Legal Description Based on Warranty Deed: 96-8260

Lot Numbered Five (5) in Block Numbered Two (2) of Red Arrow Subdivision #2 to the City of Fayetteville, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09872-000

Legal Description Based on Warranty Deed: 2006-24495

Lot Numbered Six (6) in Block Numbered Two (2) of Red Arrow Subdivision #2 to the City of Fayetteville, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09873-000

Legal Description Based on Warranty Deed: 2005-11373

Lot 7, Block 2, Red Arrow Subdivision to the City of Fayetteville, Arkansas, as shown on plat of record in plat book 3 at page 243, plat records of Washington County, Arkansas.

Parcel #765-09874-000

Legal Description Based on Warranty Deed: 2005-11373

Lot Numbered Eight (8) in Block Numbered Two (2) of Red Arrow Subdivision #2 to the City of Fayetteville, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel #765-09875-000

Legal Description Based on Warranty Deed: 2005-13836

Lot 9, Block 2, Red Arrow Subdivision #2 to the City of Fayetteville, as per the plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel No. 765-09897-000

Legal Description Based on Warranty Deed: 943-898

Lot 5, Block 3, Red Arrow No. 2 Subdivision, Fayetteville, Washington County, Arkansas (1907 Arrowhead)

Parcel No. 765-09876-000

Legal Description Based on Warranty Deed: 943-898

Lot 10, Block 2, Red Arrow Subdivision, Fayetteville, Washington County, Arkansas (1975 Custer)

Parcel No. 765-09877-000

Legal Description Based on Warranty Deed: 2006-17167

Lot Numbered Eleven (11) in Block Numbered Two (2) of Red Arrow #2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. Subject to existing easements and restrictions of record or fact.

Parcel No. 765-09878-000

Legal Description Based on Warranty Deed: 2000-61278

Lot Numbered Twelve (12) in Block Numbered Two (2) of Red Arrow No. 2 to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel No. 765-09879-000

Legal Description Based on Warranty Deed: 93-18519

Lot Numbered Thirteen (13) in Block Numbered Two (2) of Red Arrow No. 2 to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel No. 765-09880-000

Legal Description Based on Warranty Deed: 2006-3292

Lot Numbered Fourteen (14) and Fifteen (15) in Block Numbered Two (2) of Red Arrow Ph II, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel No. 765-09881-000

Legal Description Based on Warranty Deed: 98-11936

Lot Numbered Fourteen (14) and Fifteen (15) in Block Numbered Two (2) of Red Arrow Ph II, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Parcel No. 765-09882-000

Legal Description Based on Warranty Deed: 1008-56

Lot Numbered Sixteen (16) in Block Numbered Two (2) of Red Arrow Subdivision #2 the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09883-000

Legal Description Based on Warranty Deed: 2001-41065

Lot Numbered Seventeen (17) in Block Numbered Two (2) of Red Arrow Subdivision #2 in the City of Fayetteville, Arkansas, as shown upon the plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09884-000

Legal Description Based on Warranty Deed: 2006-27259

Lot Numbered Eighteen (18) in Block Numbered Two (2) of Red Arrow #2 in the City of Fayetteville, Arkansas, as shown upon the plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09885-000

Legal Description Based on Warranty Deed: 778-97

Lot Numbered Nineteen (19) in Block Numbered Two (2) of Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09886-000

Legal Description Based on Warranty Deed: 2000-97677

Lot Numbered Twenty (20) in Block Two (2) of Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Subject to Easements, rights of ways and restrictions

Parcel No. 765-09887-000

Legal Description Based on Warranty Deed: 778-449

Lot Numbered Twenty-one (21) in Block Numbered Two (2) of Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09888-000

Legal Description Based on Warranty Deed: 94-49282

Lot Numbered Twenty-two (22) in Block Numbered Two (2) of Red Arrow Subdivision #2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09889-000

Legal Description Based on Warranty Deed: 2003-50233

Lot Numbered Twenty-three (23) in Block Numbered Two (2) of Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09890-000

Legal Description Based on Warranty Deed: 2005-21123

All of Lot Numbered Twenty-four (24) in Block Numbered Two (2) of Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, LESS AND EXCEPT the following triangular piece off the North part described as follows, to-wit: Beginning at the Northeast corner of Lot 24 and running thence South 17.00 feet; thence North 82 degrees 55 minutes West 134.52 feet, to the Northwest corner of Lot 24; thence South 89 degrees 49 minutes East along the North side of Lot 24 for 133.50 feet to the point of beginning.

Parcel No. 765-09891-000

Legal Description Based on Warranty Deed: 800-147

Lot Numbered Twenty-five (25) in Block Numbered Two (2) of Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, ALSO Part of Lot Numbered Twenty-four (24) in Block Numbered Two (2) of Red Arrow Subdivision No.2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being more particularly described as follows, to-wit: Beginning at the Northeast corner of said Lot 24 and running thence South 17.00 feet; thence North 82 degrees 55 minutes West 134.52 feet, to the Northwest corner of Lot 24; thence South 89 degrees 49 minutes East along the North side of Lot 24 for 133.50 feet to the point of beginning.

Parcel No. 765-09892-000

Legal Description Based on Warranty Deed: 1098-495

Lot Numbered Twenty-six (26) in Block Numbered Two (2) of Red Arrow Subdivision #2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

- Parcel No. 765-09893-000** Legal Description Based on Warranty Deed: 2004-10191
Lot Numbered One of Block Numbered Three of Red Arrow Number Two Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09894-000** Legal Description Based on Warranty Deed: 2005-53720
Lot Numbered Two (2) in Block Numbered Three (3) of Red Arrow Subdivision No. 2, to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09895-000** Legal Description Based on Warranty Deed: 934-118
Lot Numbered Three (3) in Block Three (3) of Red Arrow Subdivision #2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09896-000** Legal Description Based on Warranty Deed: 2004-44285
Lot 4 in Block 3 of Red Arrow Subdivision No. 2, to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09898-000** Legal Description Based on Warranty Deed: 1016-402
Lot Numbered Six (6) in Block Three (3) of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09899-000** Legal Description Based on Warranty Deed: 99-20131
Lot Numbered Seven (7) in Block Numbered Three (3) of Red Arrow Subdivision #2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09900-000** Legal Description Based on Warranty Deed: 98-66170
Lot Numbered Eight (8) in Block Three (3) of Red Arrow #2, a subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09901-000** Legal Description Based on Warranty Deed: 786-409
Lot Numbered Nine (9) in Block Numbered Three (3) of Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09902-000** Legal Description Based on Warranty Deed: 2002-8412
Lot Numbered Ten (10) in Block Three (3) of Red Arrow Subdivision # 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09903-000** Legal Description Based on Warranty Deed: 2002-41053
Lot Numbered Eleven (11) in Block Numbered Three (3) of Red Arrow Subdivision # 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09904-000** Legal Description Based on Warranty Deed: 2004-10179
Lot Numbered Twelve (12) in Block Numbered Three (3) of Red Arrow Subdivision # 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
- Parcel No. 765-09905-000** Legal Description Based on Warranty Deed: 2003-51811
Lot Numbered 13, Block Numbered 3, Red Arrow Subdivision # 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09906-000 Legal Description Based on Warranty Deed: 2003-51810
Lot Numbered Fourteen (14) in Block Numbered Three (3) in Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas.

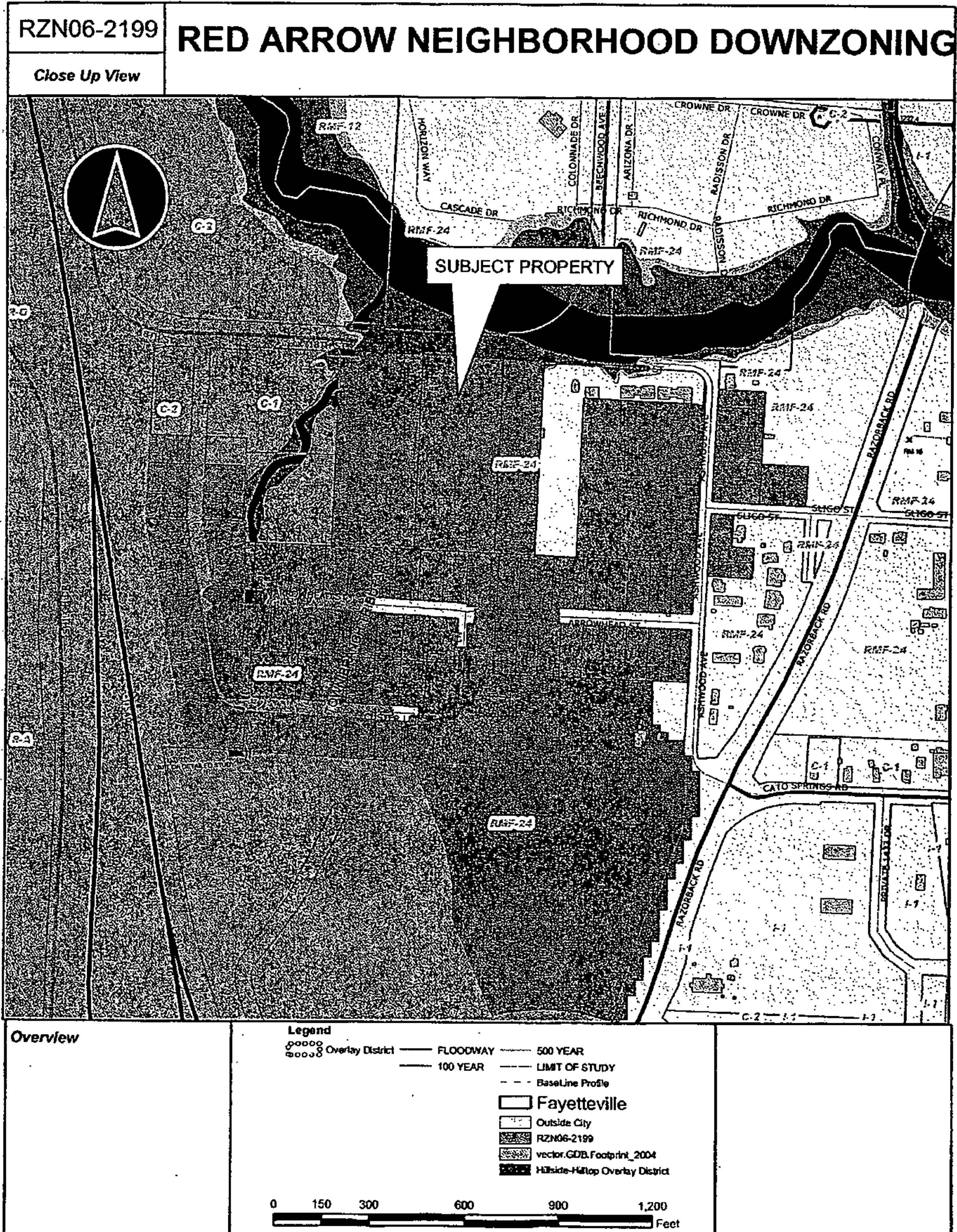
Parcel No. 765-09907-000 Legal Description Based on Warranty Deed: 2006-16135
Lot 15, Block 3, Red Arrow Subdivision No. 2, to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09908-000 Legal Description Based on Warranty Deed: 2005-13834
Lot 16, Block 3, Red Arrow Subdivision No. 2 to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09909-000 Legal Description Based on Warranty Deed: 773-446
Lot Numbered Seventeen (17) in Block Numbered Three (3) of Red Arrow No. 2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Parcel No. 765-09910-000 Legal Description Based on Warranty Deed: 2003-64748
Lot 18, Block 3, Red Arrow #2 Subdivision to the City of Fayetteville, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

EXHIBIT "B"



FROM :

FAX NO. :

Aug. 22, 2006 10:51 AM C. 1
Page 13 of 35

Madison Assets, LLC
573 Rock Cliff Rd.
Fayetteville, AR 72701
479-442-2997 (home)
479-283-4256 (Sue, cell); 479-283-4255 (Bernie, cell)

August 21, 2006

Fayetteville Planning Commission
W. Mountain
Fayetteville, AR 72701

Dear Commissioners:

I am writing on behalf of the property owners in the Red Arrow Neighborhood in southwest Fayetteville. We desire that our zoning designation with the City be more reflective of the way the properties have actually been built.

These properties consist primarily of single family homes built on lots around a quarter acre in size. This is an older neighborhood that remains affordable and attractive to young owners as well as older, long-time residents. Owners, landlords, and tenants all take a great deal of pride in our homes.

We, respectfully, ask that you grant our request to rezone these properties to RSF-4.

Sincerely,



Sue W. Madison



PC Meeting of August 28, 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: Leif Olson, Long Range Planner
THRU: Jeremy Pate, Director of Current Planning
Tim Conklin, Planning and Development Management Director
DATE: August 23, 2006

RZN 06-2199: (RED ARROW NEIGHBORHOOD, 598/599): Submitted by SUE MADISON for various properties in the designated area located SOUTH OF EIGHTEENTH ST. EAST OF I-540. AND WEST OF RAZORBACK RD in the RED ARROW Neighborhood. The properties are zoned RMF-24, MULTI FAMILY - 24 UNITS/ACRE. The request is to rezone the 88 individual properties to RSF-4, RESIDENTIAL SINGLE FAMILY- 4 UNITS / ACRE.

Submitted on behalf of: SUE MADISON

Planner: LEIF OLSON

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	Required: <u>YES</u>	☒ Approved
		☐ Denied
Date: <u>August 28, 2006</u>		
CITY COUNCIL ACTION:	Required: <u>YES</u>	☒ Approved
		☐ Denied
Date: <u>September 19, 2006</u>		

Comments: _____

BACKGROUND:

Property description: The subject properties are located west of Razorback Rd. south of Eighteenth St. and east of I-540. This neighborhood was platted primarily with quarter acre lots

and is single family in nature. All of the property owners requesting the rezoning are currently zoned RMF-24. A total of 88 contiguous parcels are requesting the rezoning and have signed the petition. Staff is not recommending rezoning any of the parcels that objected to this request.

Proposal: The neighborhood proposes this rezoning in order to ensure that any potential future development will be compatible in land use, scale and mass within the context of the existing neighborhood. The applicants request a rezoning of the subject property from RMF-24, Residential Multi Family Residential 24 Units / Acre, to RSF-4, Residential Single Family – 4 units per acre.

Recommendation: Staff recommends approval of the rezoning request based on findings stated herein. Any potential future development of these properties will be compatible with the residential developments surrounding the property.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Multi Family Residential and Commercial	RMF-24, Res. Multi-family, 24 units/acre C-1 Neighborhood Commercial C-2 Thoroughfare Commercial
South	Multi Family Residential	RMF-24, Res. Multi-family, 24 units/acre
East	Multi Family Residential	RMF-24, Res. Multi-family, 24 units/acre
West	I-540 Highway Corridor	

INFRASTRUCTURE:

- Streets:** Currently the properties are accessed by a number of City streets including; Eighteenth St., Aswood Ave., Arrowhead St., and Custer Ln. No street improvements are required for this rezoning request.
- Water:** Public water is available to the properties located in this rezoning application.
- Sewer:** Sanitary sewer is available to these properties. Any future development would require that sewer infrastructure be installed to service such development.
- Police:** 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.
- Fire:** N/A

LAND USE PLAN: The Future Land Use Plan designates this area residential. Rezoning this property to RSF-4 is consistent with the land use plan such that it will allow residential uses

compatible with the surrounding properties.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed rezoning is consistent with land use planning objectives and policies and is compatible with zoning and use of adjacent properties. Surrounding properties are residential in nature.

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

Finding: The proposed zoning is justified in order to promote orderly and consistent development patterns making use of existing infrastructure. It will provide the potential for the development of comparable uses in close proximity to the existing single family residences.

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

Finding: Access to these properties is provided by numerous City streets and any future development will not appreciably increase the traffic danger and congestion on these streets.

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 decrease the potential for significant population density increases allowed in the RMF-24 zoning district.

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.

161.13 District Rmf-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 24
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
•No bedroom	1,700 sq. ft.
•One bedroom	1,700 sq. ft.
•Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) Setback requirements .

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

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.
Hillside/Hilltop Overlay District Lot minimum width	60 ft.	70 ft.
Hillside/Hilltop Overlay District 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. Single Family Dwellings.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.
HHOD Front	HHOD Side	HHOD Rear
15 ft.	5 ft.	15 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet as measured from the lowest point of the structure at the historic grade. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4855, 4-18-06; Ord. No. 4858, 4-18-06

From: Dale Riggins
To: Olson, Leif
Date: 8/25/06 12:38PM
Subject: Re: Red Arrow Downzoning

The Fire Department has no problems or anticipates any changes in response times or calls for service when an area is down zoned from RMF-24 to RSF-4.

If you have any questions please feel free to contact me about this matter.

Dale Riggins
Captain
IT/Planning
Fayetteville Fire Department
(479)444-3449 Office
(479)587-5251 Pager
driggins@ci.fayetteville.ar.us

>>> Leif Olson 8/23/2006 9:14 AM >>>

Hi guys. Sorry, but this downzoning did not make it on the Zoning Review Tour/Tech Plat Review, but I am working up the staff report for tomorrows Planning Commission Agenda Session. Could you all do a quick review and send me back a report or e-mail to include in the staff report? I would greatly appreciate it. I have attached a pdf of the map. The applicants are 88 individual property owners (shown in grey) that are requesting to be downzoned from RMF-24 to RSF-4. Thank you. Leif Olson

We, the undersigned, do hereby request the City to rezone the following parcels of land located within the City of Fayetteville from RMF-24, Residential Multi-Family 24 units/acre, to RSF-4, Residential Single-Family 4 units / acre

Parcel Number	Location	Owner Name	Signature	Mailing Address	City	State	Zip Code
765-08384-000	FAYETTEVILLE	TETRA INVESTMENTS, LLC		134 N MAIN	CAVE SPRINGS	Ar	72718
765-08385-000	FAYETTEVILLE	LA IGLESIA EVANGELICA PENTECOSTAL		655 N Whitlam Ave Apt 15	Fayetteville	Ar	72701-3282
765-08386-000	1814 S ASHWOOD AVE	MCCHRISTIAN, BOB & JOANN	Bob + JoAnn McChristian	1814 S Ashwood Ave	Fayetteville	Ar	72701
765-08386-000	FAYETTEVILLE	LA IGLESIA EVANGELICA PENTECOSTAL		655 N Whitlam Ave Apt 15	Fayetteville	Ar	72701
765-08387-000	1818 S ASHWOOD AVE	HARP, W. & WILMA DEAN	Wilma D. Harp	1818 S Ashwood Ave	Fayetteville	Ar	72701
765-08387-000	FAYETTEVILLE	LA IGLESIA EVANGELICA PENTECOSTAL		655 N Whitlam Ave Apt 15	Fayetteville	Ar	72701
765-08388-000	1826 ASHWOOD	HARP, JAMES & BILLIE	James - Billie Harp	1826 S Ashwood Ave	Fayetteville	Ar	72701
765-08388-000	Fayetteville	LA IGLESIA EVANGELICA PENTECOSTAL		655 N Whitlam Ave Apt 15	Fayetteville	Ar	72701
765-08389-000	1832 ASHWOOD	GARCIA, SEVERO MORALES	Severo Morales	1832 S Ashwood Ave	Fayetteville	Ar	72701
765-08389-000	Fayetteville	LA IGLESIA EVANGELICA PENTECOSTAL		655 N Whitlam Ave Apt 15	Fayetteville	Ar	72701
765-08390-000	1840 ASHWOOD	LEWIS, JERRY N & MAXINE T	Jerry Lewis & Maxine Lewis	1846 S Ashwood Ave	Fayetteville	Ar	72701
765-08390-000	1520 SLIGO	SHEELER, WILLIAM J. & LINDA D.; TTEE OF THE WILLIAM AND LINDA	W. J. Sheeler & Linda D. Sheeler	1520 SLIGO ST.	Fayetteville	Ar	72701
765-08391-000	1520 SLIGO ST	SHEELER, WILLIAM J. & LINDA D.; TTEE OF THE WILLIAM AND LINDA	W. J. Sheeler & Linda D. Sheeler	1520 SLIGO ST	Fayetteville	Ar	72701
765-08392-000	1846 S ASHWOOD AVE	LEWIS, JERRY N & MAXINE T	Jerry Lewis & Maxine Lewis	1846 S ASHWOOD AVE	Fayetteville	Ar	72701
765-08393-000	1539 SLIGO	LINDSEY, J. E. FAMILY LIMITED PARTNERSHIP	Lottor	PO Box 13000	Fayetteville	Ar	72703
765-08397-000	1537 SLIGO	COGER, RANDY & TINA		PO Box 250	Huntsville	Ar	72740-0250
765-08398-000	1920 ASHWOOD	COMBS, ALLEN W. & SUSAN L.	Allen Combs & Susan Combs	1920 S Ashwood Ave	Fayetteville	Ar	72701

We, the undersigned, do hereby request the City to rezone the following parcels of land located within the City of Fayetteville from RMF-24, Residential Multi-Family 24 units/acre, to RSF-4, Residential Single-Family 4 units / acre

1924 ASHWOOD	HOLLIS, JERALD W. & LORI D.		2875 S Country Club Dr	Fayetteville	Ar	72701
1926 ASHWOOD	DEWERS, LAURIANNE L.		25 Marlborough Dr.	Bella Vista	Ar	72714-2616
1801 ARROWHEAD	WESTPHAL, MARY ANN		PO Box 1626	Fayetteville	Ar	72702-1626
1813 E ARROWHEAD ST	NIXON, CHRISTOPHER B & KELLI R		1813 W Arrowhead St	Fayetteville	Ar	72701
1825 ARROWHEAD	SANDERS, RICK J & JOYCE A		1825 W Arrowhead St	Fayetteville	Ar	72701
1837 ARROWHEAD	GOODLEY, FERRALL & JOANN		1837 W Arrowhead St	Fayetteville	Ar	72701
1881 ARROWHEAD	COCHRAN, BARBARA & SCOTT		1881 W ARROWHEAD	Fayetteville	Ar	72701
1899 W ARROWHEAD ST	TAYLOR, MARIETTA CAMILIERI		1899 W Arrowhead St	Fayetteville	Ar	72701
1743 ARROWHEAD	JESKE, TRUDY J, TTEE TRUDY J JESKE REVOCABLE TRUST		4213 N Lions Ave	Broken Arrow	OK	74012-0429
1751 ARROWHEAD	ALLEN, HARRY LEE & JEAN ELEANOR TTEE ALLEN FAMILY TRUST		141 Robin Dr	Marina	CA	91933-2859
1775 ARROWHEAD	SIDNEY VALENT CORP Miguel & Larios		975 E Douglas St Ste 1	Prairie Grove	Ar	72753-8513
1755 E CUSTER LN	PROFFITT, DANNY L & ANITA K		1134 N Crossover Rd	Fayetteville	Ar	72701
2090 E CUSTER LN	THOMAS, BONITA Y		2090 E Custer Ln	Fayetteville	Ar	72701
2010 S CUSTER LN	HURTADO, ED & HILDA		2010 E CUSTER LN	Fayetteville	Ar	72701
2033 ASHWOOD S. AVE	EASTIN, TERESA LYNN & KENNETH BRYAN		888 N JACKSON	Fayetteville	Ar	72701
1817 S CUSTER LN	PETTIGREW, GERALD J, PETTIGREW, KATHY S., PETTIGREW, RYAN B		1817 S Custer Ln	Fayetteville	Ar	72701
1833 S CUSTER LN	GIBSON, NECIA PARKER		1833 S Custer Ln	Fayetteville	Ar	72701
1843 S CUSTER LN	HARRISON, MELVIN EUGENE ETUX		1843 S Custer Ln	Fayetteville	Ar	72701

We, the undersigned, do hereby request the City to rezone the following parcels of land located within the City of Fayetteville from RMF-24, Residential Multi-Family 24 units/acre, to RSF-4, Residential Single-Family 4 units / acre

761-09862-000	1875 S CUSTER LN	THREET, VIRGINIA M. & LAWTON L.	Shant Higgins, Yvonne L.	PO Box 78	Fayetteville	Ar	72702-0078
761-09863-000	1907 S CUSTER LN	WARD, ROBERT D. & CODY A.	Wood, Robert D. Cody A. Ward	1907 S Custer Ln	Fayetteville	Ar	72701
761-09864-000	1913 S CUSTER LN	CONSTEIN, DAVID G. & VICKI L.	Shant Higgins, Yvonne L.	14 Wellington Colony Dr	Little Rock	Ar	72711-2090
761-09865-000	1925 S CUSTER LN	Kath Haggard	Shant Higgins, Yvonne L.	1925 S Custer Ln	Fayetteville	Ar	72701
761-09866-000	1937 S CUSTER LN	SLUDER, JACK & MARILYN; JONES, SHARION D.	Shant Higgins, Yvonne L.	898 S HILL AVE C/O RACHEL AMES	Fayetteville	Ar	72701
761-09867-000	2035 W CUSTER	SLUSHER, SCOTT R.; SLUSHER, KEVIN; SLUSHER, DARRIN; AMES,	Sharon Wilson	2035 W Custer Ln	Fayetteville	Ar	72701
761-09868-000	2035 W CUSTER LN	WILSON, SHARON ANN	Sharon Wilson	2035 W Custer Ln	Fayetteville	Ar	72701
761-09869-000	2019 W CUSTER LN	TACKETT, WANDA J	Wanda J. Tackett	2359 W Holly St	Fayetteville	Ar	72703-1215
761-09870-000	2007 W CUSTER LN	ENRIG, MICHAEL PAUL & BETTY LOUISE CO-TRS EHRIG TRUST	Michelle P. Ehrig, Betty Ehrig	2007 W Custer Ln	Fayetteville	Ar	72701
761-09871-000	1991 W CUSTER LN	WHITMAN, GLENN O. & COLLEEN HEATHER-ANNE	Glenn Whitman	1991 W. CUSTER LANE	Fayetteville	Ar	72701
761-09872-000	1995 W CUSTER LN	LAZENBY PROPERTIES	Will Lazenby	1931 N COLLEGE	Fayetteville	Ar	72701
761-09873-000	1963 W CUSTER LN	MADISON ASSETS, LLC	Sue Madison	573 ROCK CLIFF ROAD	Fayetteville	Ar	72701
761-09874-000	1955 W CUSTER LN	MADISON ASSETS, LLC	Sue Madison	573 ROCK CLIFF ROAD	Fayetteville	Ar	72701
761-09875-000	1937 W CUSTER LN	SEYMOUR-DAVIES, BASIL	Basil Seymour	2317 W Hatfield St	Fayetteville	Ar	72703-1210
761-09876-000	1821 W CUSTER LN	QUESTA, ROY - Christopher R. Clarke	Christopher R. Clarke	385 N. VAUGHN	Fayetteville	Ar	72701
761-09877-000	1899 W CUSTER LN	HEISLER, ROBERT J., JR	Robert J. Heisler	1899 W Custer Ln	Fayetteville	Ar	72701
761-09878-000	1875 W CUSTER LN	ROBBINS, GEORGE E. & FLOY N.	George & Floy Robbins	HC 33 Box 107	Elkins	Ar	72727-8805
761-09853-000	FAYETTEVILLE	TETRA INVESTMENTS, LLC		134 N MAIN	CAVE SPRINGS	Ar	72718

We, the undersigned, do hereby request the City to rezone the following parcels of land located within the City of Fayetteville from RMF-24, Residential Multi-Family 24 units/acre, to RSF-4, Residential Single-Family 4 units / acre

72701-0001-0001	1900 W CUSTER LN	ALLRED, KENNETH G. & PATSY J.		<i>Patsy Allred/Kenneth Allred</i>	1900 W Custer Ln	Fayetteville	Ar	72701
72701-0005-0001	1920 W CUSTER LN	BLAIR, J.B. & JUELENA		<i>Jueleena Blair & J.B. Blair</i>	1920 W Custer Ln	Fayetteville	Ar	72701
72701-0016-0001	1940 W CUSTER LN	MADISON ASSETS, LLC		<i>Sue Madison</i>	573 ROCK CLIFF ROAD	Fayetteville	Ar	72701
72701-0037-0001	1952 W CUSTER LN	MADISON ASSETS, LLC		<i>Sue Madison</i>	573 ROCK CLIFF ROAD	Fayetteville	Ar	72701
72701-0058-0001	1936 ARROWHEAD	PATRICK, FANNIE LUCILLE TAGUE		<i>Fannie Lucille Patrick</i>	1936 W Arrowhead St	Fayetteville	Ar	72701
72701-0063-0001	1949 ARROWHEAD	SCHOTT, BRIAN TERRY		<i>Terry Schott</i>	1949 W Arrowhead St	Fayetteville	Ar	72701
72701-0010-0001	2016 S CUSTER LN	ERSKIN, BRENT MCKINNEY	✓	<i>Letter</i>	PO Box 10156	Fayetteville	Ar	72703-0037
72701-0009-0001	1940 S CUSTER LN	O'CONNOR, ROBERT N. & BLANCHE		<i>Robert O'Connor - Blanche O'Connor</i>	1940 S Custer Ln	Fayetteville	Ar	72701
72701-0008-0001	1928 S CUSTER LN	MADISON ASSETS, LLC		<i>Sue Madison</i>	573 ROCK CLIFF ROAD	Fayetteville	Ar	72701
72701-0050-0001	1916 S CUSTER LN	MADISON ASSETS, LLC		<i>Sue Madison</i>	573 ROCK CLIFF RD	Fayetteville	Ar	72701
72701-0004-0001	1904 S CUSTER LN	LYBYER, REBA		<i>Reba Lybyer/Sue Madison</i>	1904 S Custer Ln	Fayetteville	Ar	72701
72701-0005-0001	1888 S CUSTER LN	LYBYER, REBA L. LYBYER, LOUIE D. BARR BHELA LYNN LYBYER		<i>Reba Lybyer/Sue Madison</i>	1888 S Custer Ln	Fayetteville	Ar	72701
72701-0004-0001	1866 S CUSTER LN	POST, MARISA D		<i>Marisa Post</i>	1866 S Custer Ln	Fayetteville	Ar	72701
72701-0001-0001	1822 S CUSTER LN	NEWMUM, GIL & AMY		<i>Ruthonly Camp Newman</i>	1822 SOUTH CUSTER LANE	Fayetteville	Ar	72701
72701-0007-0001	1810 S CUSTER LN	BARBER, DAVID R. & COLLINS, PAMELA		<i>David Barber</i>	10247 Smokey Bear Rd	Fayetteville	Ar	72701
72701-0001-0001	1815 W ARROWHEAD ST	TERRY, ARCHIE JOE & RUTH ETTA		<i>Archie Terry, Ruth ETTA</i>	1815 W Arrowhead St	Fayetteville	Ar	72701
72701-0001-0001	1827 ARROWHEAD	PLYLER, SUZAN G.		<i>Suzan Plyler</i>	1827 W Arrowhead St	Fayetteville	Ar	72701
72701-0001-0001	1839 ARROWHEAD	SHELBINE, PAUL ARTHUR		<i>Paul Sheblane</i>	1839 W Arrowhead St	Fayetteville	Ar	72701

We, the undersigned, do hereby request the City to rezone the following parcels of land located within the City of Fayetteville from RMF-24, Residential Multi-Family 24 units/acre, to RSF-4, Residential Single-Family 4 units / acre

1831 ARROWHEAD	LAZENBY PROPERTIES		1031 N COLLEGE	Fayetteville	Ar	72701
1907 ARROWHEAD	LAZENBY PROPERTIES		1031 N COLLEGE	Fayetteville	Ar	72701
1915 ARROWHEAD	SCHAEFER, SEAN PEARSON; MORGAN, NICOLE		1915 W Arrowhead St	Fayetteville	Ar	72701
1923 ARROWHEAD	MCDARIS, JERRY W. & ANITA L		1923 W Arrowhead St	Fayetteville	Ar	72701
1935 ARROWHEAD	DIMM, TERESA J. & DAVID		1935 ARROWHEAD	Fayetteville	Ar	72701
1952 W CUSTER LN	MADISON ASSETS, LLC		573 ROCK CLIFF ROAD	Fayetteville	Ar	72701
1938 ARROWHEAD	PATRICK, FANNIE LUCILLE TAOUE		1938 W Arrowhead St	Fayetteville	Ar	72701
1924 ARROWHEAD	MADISON ASSETS, LLC		573 ROCK CLIFF ROAD	Fayetteville	Ar	72701
1916 ARROWHEAD	EVERETT, RICKY D.		1916 W Arrowhead St	Fayetteville	Ar	72701
1908 ARROWHEAD	MYER, MARK ODELL		1908 W Arrowhead St	Fayetteville	Ar	72701
1838 ARROWHEAD	ALLRED, KENNETH G. & PATSY J.		1900 W Custer Ln	Fayetteville	Ar	72701
1846 ARROWHEAD	HALL, LEONARD GENE & SAUNDRA GAY		1846 W Arrowhead St	Fayetteville	Ar	72701
1834 ARROWHEAD	RITCHEY, RANDY L		1834 W Arrowhead St	Fayetteville	Ar	72701
1812 ARROWHEAD	OSBORN, CARL MELVIN & NORMA JEAN		3048 N Strawberry Dr	Fayetteville	Ar	72701
1800 ARROWHEAD	OSBORN, CARL MELVIN & NORMA JEAN		3048 N Strawberry Dr	Fayetteville	Ar	72701
1786 ARROWHEAD	TAYLOR, DELPHARD L & MARIA G		1786 W Arrowhead St	Fayetteville	Ar	72701
1768 ARROWHEAD	STRANGE, CARLOAN & ANNA F.		2385 N Gooseberry Ln	Fayetteville	Ar	72704-5626
1748 ARROWHEAD	THOMPSON, VERL L & DOROTHY F.		315 W Allen Ave	Springdale	Ar	72784-5305

We, the undersigned, do hereby request the City to rezone the following parcels of land located within the City of Fayetteville from RMF-24, Residential Multi-Family 24 units/acre, to RSF-4, Residential Single-Family 4 units / acre

765-04081-000	1708 ARROWHEAD & 1710 FAYETTEVILLE	THOMPSON, VERL L. & DOROTHY F.	<i>Verl Thompson</i>	315 W Allen Ave	Springdale	Ar	72704-5305
765-04081-000	1688 ARROWHEAD	KRATCHMER, MICHAEL D JR	<i>Elizabeth Thompson</i>	1688 W Arrowhead St	Fayetteville	Ar	72701
765-04081-000	1644 ARROWHEAD	DAVIDSON, MARSHALL D	<i>Sarah N. Hall</i>	1644 W ARROWHEAD ST	Fayetteville	Ar	72701
765-04081-000	1622 ARROWHEAD	BROYLES, JOHN D & KIM A	<i>John D. Broyles</i>	1622 W Arrowhead St	Fayetteville	Ar	72701
765-04081-000	1612 ARROWHEAD	BAUGHNER, ASHLEY	<i>ASHLEY</i>	1612 W Arrowhead St	Fayetteville	Ar	72701
765-04081-000	1600 ARROWHEAD	JORDAN, LIONEL D & DIANNA	<i>Lionel Jordan</i>	1600 W Arrowhead St	Fayetteville	Ar	72701
765-04081-000	1519 ASHWOOD	ARNOLD, JOHN C. & WANDA MAE	<i>Wanda Arnold</i>	1519 W 18th St	Fayetteville	Ar	72701
765-04081-000	1541 ASHWOOD	SPURLOCK, LARRY DALE ETUX	<i>Larry Spurlock</i>	1541 S Ashwood Ave	Fayetteville	Ar	72701
765-04081-001	1517 18TH ST - 1523 FAYETTEVILLE	MARVIN, KATHIE ANNE & KENNETH E.		PO Box 1282	Fayetteville	Ar	72702-1282
765-04081-000	1549 18TH ST - 1555 FAYETTEVILLE	MARVIN, KATHIE ANNE & KENNETH E.		PO Box 1282	Fayetteville	Ar	72702-1282
765-04081-000	1551 18TH ST FAYETTEVILLE	MARVIN, KATHIE ANNE & KENNETH E.		PO Box 1282	Fayetteville	Ar	72702-1282
765-04081-000	1701 18TH ST FAYETTEVILLE	KLUG, FRANKLIN & VIOLA		3550 W Chismore Trl	Fayetteville	Ar	72704-7613
765-04081-000	1731 18TH ST FAYETTEVILLE	ARNOLD, JOHN C. & WANDA MAE	<i>Wanda Arnold</i>	1837 W 18th St	Fayetteville	Ar	72701
765-04081-000	1815 W 18TH ST FAYETTEVILLE	ARNOLD, JOHN C. & WANDA MAE	<i>Wanda Arnold</i>	1837 W 18th St	Fayetteville	Ar	72701
765-04081-000	1837 18TH ST FAYETTEVILLE	ARNOLD, JOHN C. & WANDA MAE	<i>Wanda Arnold</i>	1837 W 18th St	Fayetteville	Ar	72701
765-04081-000	FAYETTEVILLE	TETRA INVESTMENTS, LLC		134 N MAIN	CAVE SPRING	Ar	72718

June 30, 2006

Fayetteville Planning Commission
c/o Planning Administrator
113 W. Mountain
Fayetteville, AR 72701

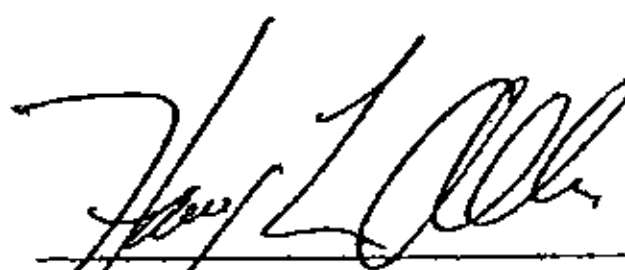
Re: Red Arrow Subdivision

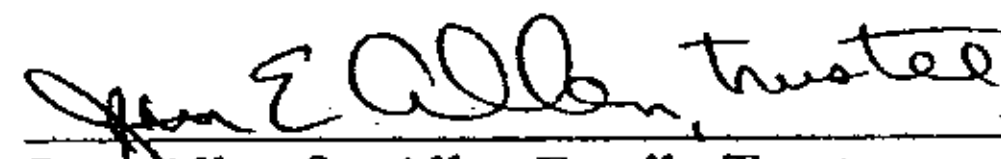
Dear Commissioners,

We own the property located at 1751 Arrowhead, Fayetteville, AR, also known as Parcel number: 765-09848-000. The property is currently zoned RMF-24, Residential Multi-Family, Twenty-Four units per acre. Our property contains a single family home, as do most of the lots in the neighborhood, having been built as R-2; Use Unit 8. We think it is in the best interest of our neighborhood that this property continue to be used primarily as single family housing.

Therefore, we wish to affirm our agreement that our property be re-zoned RSF-4, Residential Single-Family, Four units per acre. As we are out-of-state owners of this property, and unable to sign the petition, please let this letter serve as our official support of this re-zoning.

Sincerely,

 Trustee
Harry Allen for Allen Family Trust

 Trustee
Jean Allen for Allen Family Trust

FROM :

Jul. 06 2006 04:16PM

C.1

RZN 06-2199 Red Arrow Downzoning
Page 29 of 36

July 6, 2006

Fayetteville Planning Commission
c/o Planning Administrator
113 W. Mountain
Fayetteville, AR 72701

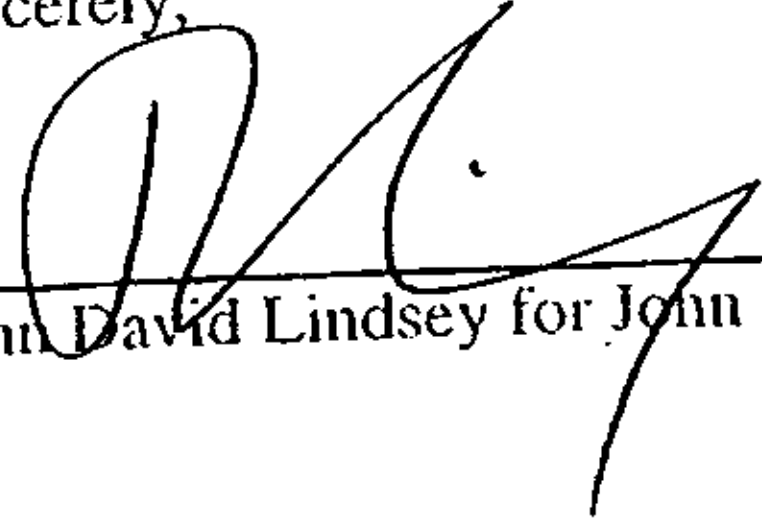
Re: Red Arrow Subdivision

Dear Commissioners,

I own the property located at 1539 Sligo, Fayetteville, AR., also known as Parcel number: 765-08398-000. The property is currently zoned RMF-24, Residential Multi-Family, Twenty-Four units per acre. My property contains a single family home, as do most of the lots in the neighborhood, having been built as R-2; Use Unit 8. I think it is in the best interest of our neighborhood that this property continue to be used primarily as single family housing.

Therefore, I wish to affirm my agreement that my property be re-zoned RSF-4, Residential Single-Family, Four units per acre. As I am an out-of-town owner of this property, and unable to sign the petition, please let this letter serve as my official support of this re-zoning.

Sincerely,



John David Lindsey for John David Lindsey, LLC

July 7, 2006
1913 S. Custer Lane
Fayetteville, AR 72701

Fayetteville Planning Commission
c/o Planning Administrator
113 W. Mountain
Fayetteville, AR 72701

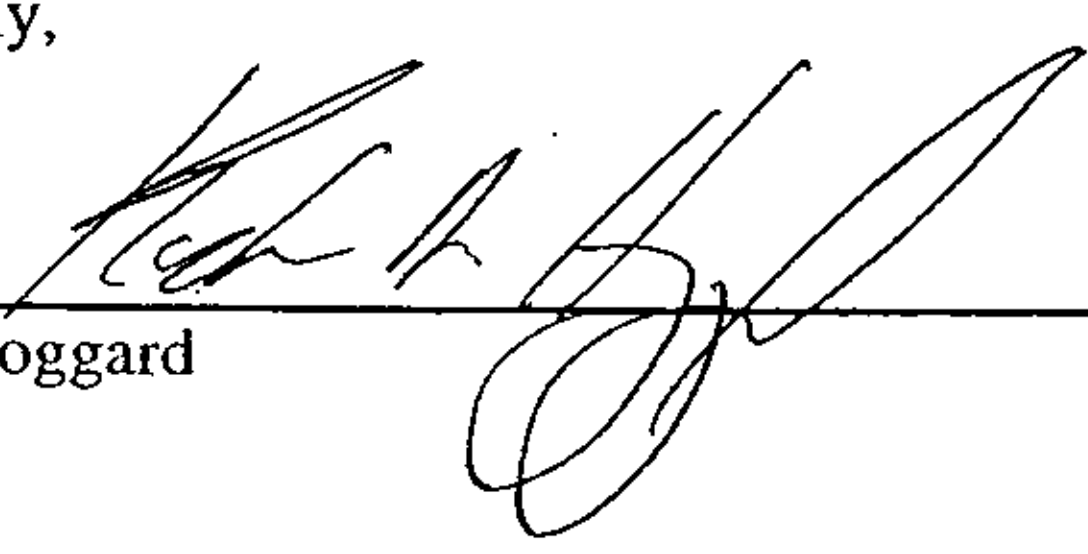
Re: Red Arrow Subdivision

Dear Commissioners,

I recently purchased the property located at 1913 S. Custer Lane, Fayetteville, AR., also known as Parcel number: 765-09884-000. The property is currently zoned RMF-24, Residential Multi-Family, Twenty-Four units per acre. My property contains a single family home, as do most of the lots in the neighborhood, having been built as R-2; Use Unit 8. I think it is in the best interest of our neighborhood that this property continue to be used primarily as single family housing.

Therefore, I wish to affirm my agreement that my property be re-zoned RSF-4, Residential Single-Family, Four units per acre. As I am a new owner of this property, and was unable to sign the petition, please let this letter serve as my official support of this re-zoning.

Sincerely,



Keith Hoggard

July 10, 2006
3100 S Elm Pl
Broken Arrow, OK

Fayetteville Planning Commission
c/o Planning Administrator
113 W. Mountain
Fayetteville, AR 72701

Re: Red Arrow Subdivision

Dear Commissioners,

The Trudy J. Jeske Revocable Trust owns the property located at 1743 Arrowhead, Fayetteville, AR., also known as Parcel number: 765-09847-000. The property is currently zoned RMF-24, Residential Multi-Family, Twenty-Four units per acre. Our property contains a single family home, as do most of the lots in the neighborhood, having been built as R-2; Use Unit 8. We think it is in the best interest of our neighborhood that this property continue to be used primarily as single family housing.

Therefore, we wish to affirm our agreement that our property be re-zoned RSF-4, Residential Single-Family, Four units per acre. As we are out-of-state owners of this property, and unable to sign the petition, please let this letter serve as our official support of this re-zoning.

Sincerely,



Dr. Leroy Jeske, Trustee for the Trudy J. Jeske Revocable Trust

July 5, 2006

Fayetteville Planning Commission
c/o Planning Administrator
113 W. Mountain
Fayetteville, AR 72701

Re: Red Arrow Subdivision

Dear Commissioners,

I own the property located at 2018 S. Custer Lane, Fayetteville, AR., also known as Parcel number: 765-09910-000. The property is currently zoned RMF-24, Residential Multi-Family, Twenty-Four units per acre. My property contains a single family home, as do most of the lots in the neighborhood, having been built as R-2; Use Unit 8. I think it is in the best interest of our neighborhood that this property continue to be used primarily as single family housing.

Therefore, I wish to affirm my agreement that my property be re-zoned RSF-4, Residential Single-Family, Four units per acre. As I am an out-of-state owner of this property, and unable to sign the petition, please let this letter serve as my official support of this re-zoning.

Sincerely,



Brent McKinney Erskin

From: William Brown
To: Leif Olson
Date: 8/23/06 9:16AM
Subject: Re: Red Arrow Downzoning

I don't see a problem with it. Do you need something on letterhead, or will this email work?

William Brown
Administrative Captain
Fayetteville Police Department
FBINA 222
(479) 587-3500 - Office
(479) 587-3522 - FAX

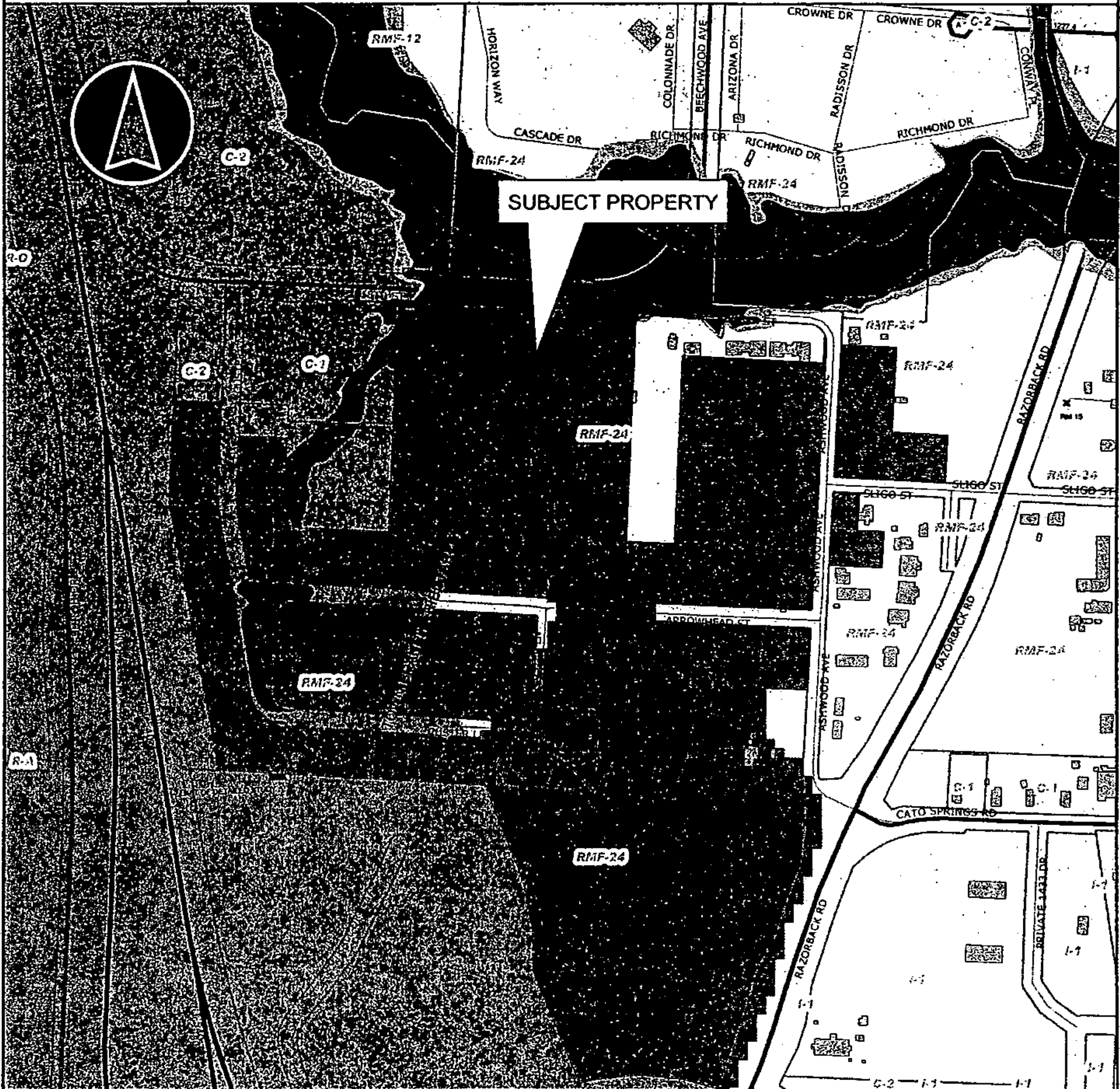
>>> Leif Olson 8/23/2006 9:14:30 am >>>

Hi guys. Sorry, but this downzoning did not make it on the Zoning Review Tour/Tech Plat Review, but I am working up the staff report for tomorrows Planning Commission Agenda Session. Could you all do a quick review and send me back a report or e-mail to include in the staff report? I would greatly appreciate it. I have attached a pdf of the map. The applicants are 88 individual property owners (shown in grey) that are requesting to be downzoned from RMF-24 to RSF-4. Thank you. Leif Olson

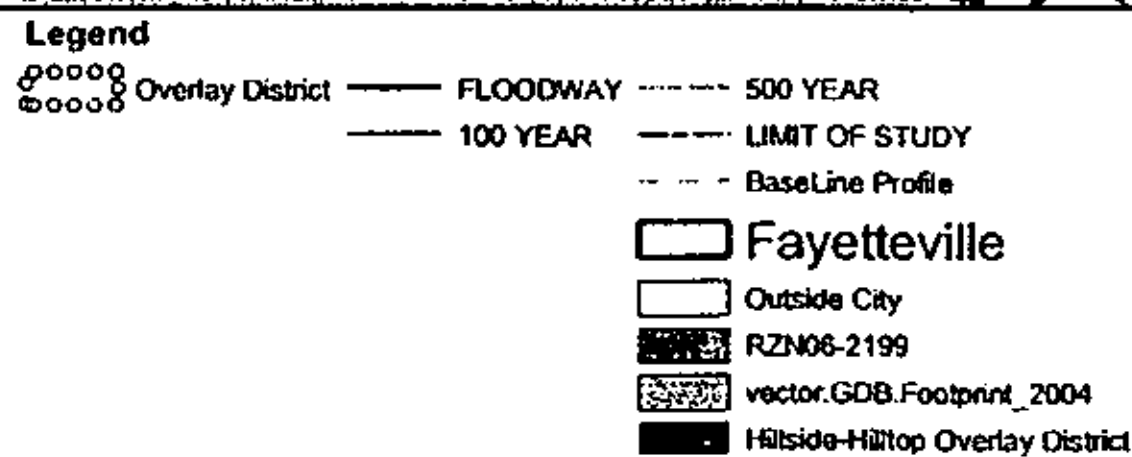
RZN06-2199

RED ARROW NEIGHBORHOOD DOWNZONING

Close Up View



Overview



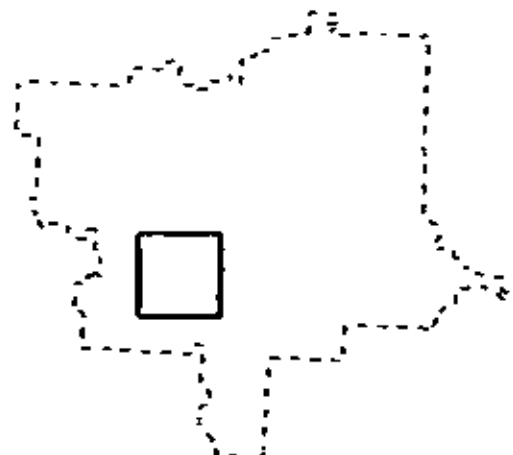
RZN06-2199

RED ARROW NEIGHBORHOOD DOWNZONING

One Mile View



Overview



Legend

Subject Property

RZN06-2199

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

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

19-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 06-2201: (Mariscal, 439): Submitted by David Mersky for property located at 4041 Wedington Drive. The property is zoned R-A, Residential-Agricultural and contains approximately 1.50 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

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

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

8/31/06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney

9-1-06
Date

Original Contract Number: n/a


Finance and Internal Service Director

9-1-06
Date

Received in City Clerk's Office

ENTERED

8/31/06


Mayor

9/1/06
Date

Received in Mayor's Office

ENTERED

9-1-06 BCP

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: August 29, 2006

Subject: Rezoning for Mariscal (RZN 06-2201)

RECOMMENDATION

The Planning Commission recommended approval of the subject rezoning request from R-A to C-1 on approximately 1.5 acres of property located at 4041 Wedington Drive.

The Planning Staff recommended denial of the subject rezoning request finding the request inconsistent with the City Plan 2025 and associated Interim Future Land Use Map and Growth Sector Map.

BACKGROUND

The property is located on the south side of Wedington Drive west of Ruppel Road at 4041 Wedington Drive. The site consists of 1.5 acres and contains one residential structure. The property is zoned R-A, Residential Agricultural. The property is bordered to the east by the Catfish Hole Restaurant zoned C-1, undeveloped land to the west and north zoned R-O, and the Meadowlands residential subdivision to the south zoned RT-12.

DISCUSSION

This item was heard at the regular Planning Commission on August 28, 2006. The Planning Commission voted 6-1-0 to recommend approval of this rezoning request to the City Council, with Commissioner Anthes voting no. The Planning Commission discussion centered on the fact that although this site is designated for Residential Use and for a Traditional Neighborhood Development (TND) pattern in the City Plan 2025, the C-1 request is not irrational or unreasonable in this location on a Principal Arterial roadway adjacent to an existing restaurant.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT
PROPERTY DESCRIBED IN REZONING
PETITION RZN 06-2201, FOR
APPROXIMATELY 1.50 ACRES, LOCATED AT
4041 WEDINGTON DRIVE FROM R-A,
RESIDENTIAL AGRICULTURAL TO C-1,
NEIGHBORHOOD COMMERCIAL.

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

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

From R-A, Residential Agricultural to C-1,
Neighborhood Commercial, as shown on Exhibit
"A" attached hereto and made a part hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is
hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2201

PART OF THE NW1/4 OF THE SE1/4 OF SECTION 12, TOWNSHIP 16 N, RANGE 31 W,
WASHINGTON COUNTY ARKANSAS.

COMMENCING AT THE NE CORNER OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 12;
THENCE SOUTH 0°53'42" WEST 40.67 FEET; THENCE NORTH 88°26'50" WEST 647.08 FEET TO
AN IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY 16; THENCE
ALONG SAID RIGHT-OF-WAY NORTH 88°25'58" WEST 210.08 FEET; THENCE LEAVING SAID
RIGHT-OF-WAY SOUTH 0°05'19" EAST 311.73 FEET; THENCE SOUTH 89°18'53" EAST 210.0
FEET TO AN IRON PIN; THENCE NORTH 0°05'11" WEST 308.50 FEET TO THE POINT OF
BEGINNING; CONTAINING 1.5 ACRES MORE OR LESS.



PC Meeting of August 28, 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: ~~August 2, 2006~~ Updated August 29, 2006

RZN 06-2201: (MARISCAL, 439): Submitted by DAVID MERSKY for property located at 4041 WEDINGTON DRIVE. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.50 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

Property Owner: Carl Bartholomew
Planner: Andrew Garner

RECOMMENDATION:

Staff recommends denial of the requested rezoning to C-1 Neighborhood Commercial, based on the findings included as part of this report.

Planning Commission voted 6-1-0 (commissioner Anthes voting 'No') on August 28, 2006 to forward this item with a recommendation for approval to the City Council.

PLANNING COMMISSION ACTION:			Required	<u>YES</u>
Motion: <u>Clark</u>				
Second: <u>Trumbo</u>				
Vote: <u>6-1-0</u> (commissioner Anthes voting 'No')				
Date: <u>August 28, 2006</u>				
			☒ Approved	☐ Denied
CITY COUNCIL ACTION:			Required	<u>YES</u>
			☐ Approved	☐ Denied
Date: <u>September 19, 2006</u> (1 st reading if recommended)				

Comments: _____

BACKGROUND:

Property Description: The property under review consists of 1.5 acres on Wedington Drive west of Ruppel Road in west Fayetteville. The property contains one residential structure. The property is zoned R-A, Residential Agricultural. As depicted on *Table 1*, the property is bordered to the east by the Catfish Hole Restaurant, undeveloped land to the west and north zoned R-O, and the Meadowlands residential subdivision to the south.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	R-O, Residential-Office
South	Meadowlands residential subdivision	RT-12, Residential Two and Three Family
East	Catfish Hole restaurant	C-1, Neighborhood Commercial
West	Undeveloped	R-O, Residential-Office

Proposal: The applicant proposes a rezoning of the subject property to allow for the development and operation of a restaurant on the property.

Request: The request is to rezone the subject property from R-A, Residential Agricultural to C-1, Neighborhood Commercial.

INFRASTRUCTURE:

Streets: Currently the site has access to Wedington Drive. At the time of development, this street will need to be brought up to current standards along the property frontage. These improvements may include right-of-way dedication, pavement, curb and gutter, storm drainage and sidewalks.

Water: The site has access to public water. The nearest water main is an 18" main located along the northern property line along Wedington.

Sewer: Sanitary sewer is available on the site. There is an 8" sewer main at the north west corner of the property. 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.

Fire: The subject property is located 0.6 miles from Fire Station # 7. Fire response time is approximately 5 minutes.

Police: It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

LAND USE PLAN: The City Plan 2025 along with the Interim Future Land Use Plan Map and Sector map were adopted by the City Council on July 17, 2006. The Interim Future Land Use Map designates this site for Residential Use. There is a node of Community Commercial land uses identified around the intersection of Wedington Drive/Rupple Road. This node extends to the subject property's easternmost property line, encompassing the existing Catfish Hole Restaurant site, but does not incorporate this particular site.

This entire area of Wedington Drive is identified on the Sector Map as an Intended Growth Area, which is defined in the Future Land Use Plan as an area where new development in the form of Traditional Neighborhood Development (TND) is to be centered. Rezoning this property to C-1 would not encourage TND along this stretch of Wedington, and could encourage strip-center type development, in contrast to the currently adopted land use plan policies. Rezoning the property to C-1 is not consistent with the land use plan, and long-range planning objectives for this area of the City.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed rezoning is not consistent with future land use planning objectives, principles, and policies for Residential Areas and Intended Growth Sectors. The Future Land Use plan identifies this area to *"Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods."* In addition, this property is identified as an Intended Growth Area classification on the Sector Map. This classification is identified as *"...areas where new development in the form of Traditional Neighborhood Development (TND) is to be centered."* Commercial uses as allowed in the proposed C-1 zoning district are a vital piece in TND. However, a rezoning of the property to C-1 does not assure the City that this property would be integrated into a TND form of development. Staff would recommend a Planned Zoning District to allow the City to review the conceptual development as part of the rezoning. This would provide more assurance that the development would be compatible with the surrounding rapidly growing Wedington Drive corridor with a mix of uses, and would allow staff and other decision-makers to ensure that the development of this property could be integrated into a TND. Staff finds continuing a C-1, Neighborhood Commercial zoning district along the Wedington Drive frontage (State Highway 16) in this location is not consistent with the Future Land Use Plan guiding policies and strategies.

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

Finding: The proposed zoning is not justified. The applicant's stated intent is to rezone the property to allow for a new restaurant. While staff does not find that a restaurant in this location is incompatible with surrounding land uses, a PZD would be more consistent with the adopted long-range planning goals and policies of the city. Additionally, there are several parcels of land in this area along Highway 16E that are already zoned C-1 and are undeveloped.

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

Finding: The size of the subject property will limit a great increase in traffic danger and congestion, due to the size of development generated by 1.5 acres. However, traffic volumes in this area are high, and increasing. Planning of any future development on this site must address safe access and cross access concerns. Wedington Drive (State Highway 16), a Principal Arterial, exists along the northern property frontage. At the time of development, improvement to this street may be required; and ingress/egress evaluated carefully.

Police – It is the opinion of the Fayetteville Police Department that this rezoning will not create an appreciable increase in 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 not substantially alter the population density in the area, based on the C-1 zoning requested. Public service providers have responded accordingly:

Police – It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

Fire – Response time to the subject property (actual drive time) is approximately 5 minutes (approximately 0.6 miles) from station #7.

Engineering – Public water is adjacent to the site. There is an 18" waterline along Wedington. Water service will need to be extended within the property at the time of development.

Sanitary sewer is available on the site. There is an 8" sewer main at the north

west corner of the property. 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 Wedington Drive. Wedington Drive is a state highway. The Arkansas Highway Transportation Department will be widening this roadway this year to a 5-lane highway.

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: Staff is recommending denial of the subject request, and finds there are no peculiar or extenuating circumstances which justify the rezoning.

FAYETTEVILLE UNIFIED DEVELOPMENT CODE

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
----------------	----------

(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no

maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

**FAYETTEVILLE UNIFIED
DEVELOPMENT CODE**

**161.16 District C-1, Neighborhood
Commercial**

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)

(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.

FAYETTEVILLE POLICE DEPARTMENT

In reference to RZN 06-2201: (MARISCAL, 439) submitted by DAVID MERSKY for property located at 4041 Wedington Drive. The property is zoned R-A and contains approximately 1.50 acres. The request is to rezone the property to C-1.

It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density and will not create an undesirable increase on police services. The rezoning will not create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown
Fayetteville Police Department



Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher

Thru: Chief Tony Johnson *TS*
Asst Chief Bud Thompson *BT*

From: Captain Dale Riggins

Date: August 18, 2006

Re: August 21, 2006 Zoning Review – Fire Department Comments

PZD06-2190 (Woodbury)

These 11.66 acres are covered by Engine 4 and Ladder 4 located at 3385 N Plainview. It is 2.1 miles from the station with an expected response time of 6 minutes.

The Fire Department anticipates 25 (15 EMS – 10 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred. Measured Hydrant Flow in this area is 1539 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.

PZD06-2191 (University Club Towers)

These 16.11 acres is covered by Engine 4 and Ladder 4 at 3385 N Plainview. It is 1.6 miles from the station with an expected response time of 5 minutes.

The Fire Department anticipates 19 (12 EMS – 7 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred. Measured Hydrant Flow in this area is 1500 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 13 story high rise.

RZN06-2201 (Mariscal)

This 1.5 acres is covered by Engine 7 at 835 Ruppel Road.

It is .6 miles from the station with an expected response time of 2 minutes.

Measured Hydrant Flow in this area is 1532 gallons/minute.

We do not figure anticipated calls for service on properties that are to be zoned C-1 although typically this kind of development does not adversely affect our call volume.

Please feel free to contact me if you have any questions concerning the comments

Applicant's Response

Responses to Checklist #5

- A. The property is currently owned by Carl Bartholomew. Mr. Bartholomew has accepted an offer to sell the real estate to Jose and Anani Mariscal. The sale is contingent upon the property being rezoned to C-1.
- B. The Mariscals wish to build and operate a restaurant on the property.
- C. A restaurant (The Catfish Hole No. 3) shares the adjacent east property line. An empty field adjoins the western property line. The southern property line adjoins the rear of a residential subdivision. Wedington Road forms the northern boundary. Across the street are vacant fields.

The restaurant has yet to be designed, but will obviously conform to Fayetteville planning standards and sign limitations. The Mariscals hope to build a medium size restaurant capable of seating 100 patrons. Assuming the restaurant to be fully occupied for two seatings (200 people total) and two people arriving/car, one-hundred cars would use the facility over a time period extending approximately 3 hours.

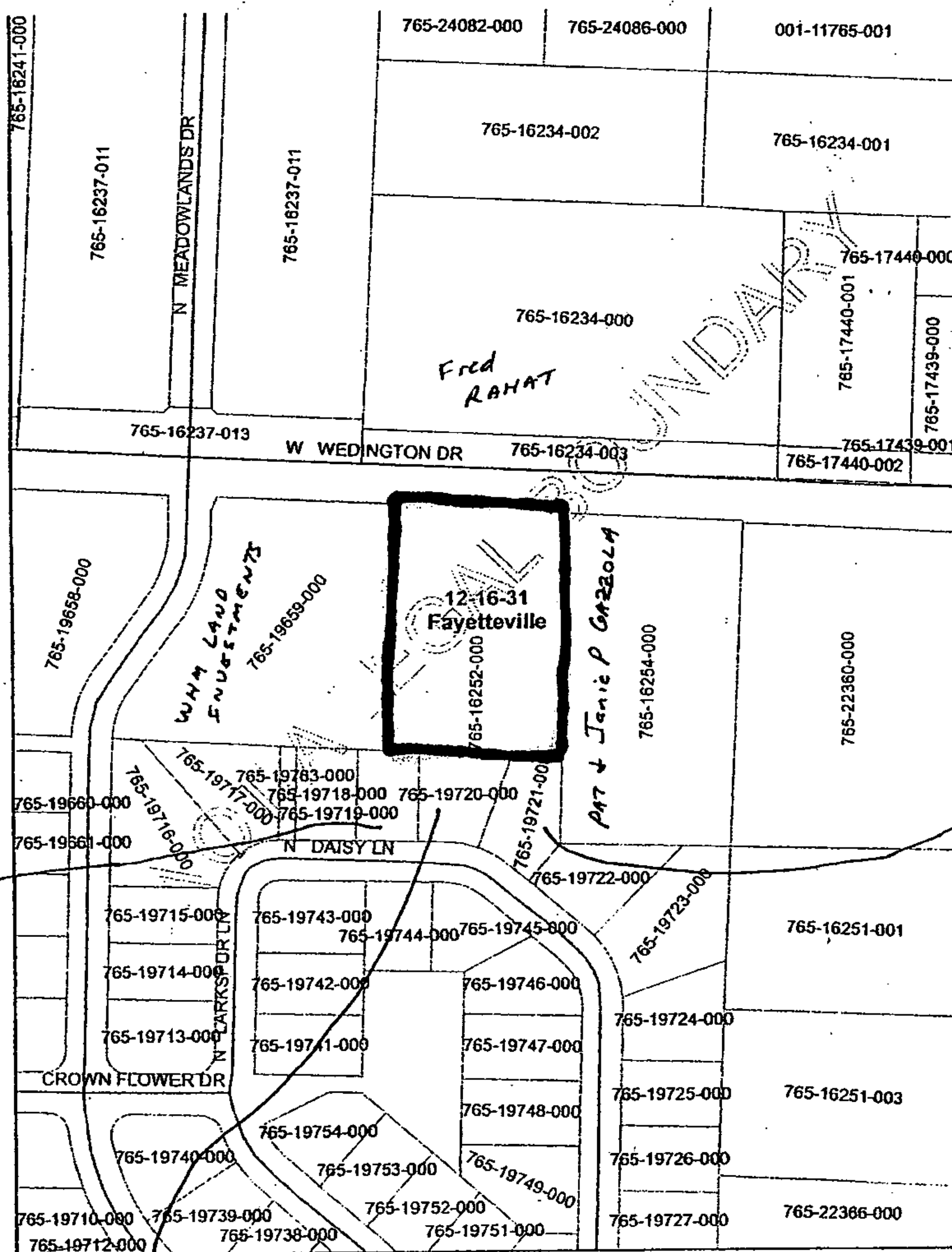
- D. An 18" diameter water line runs along the north side of the property (along Wedington). Existing sewer lines run along the western and northern boundaries. Both lines are 6" in diameter.

Responses to Checklist #6

- A. The proposed zoning change is consistent with land use planning in that the property fronts a five-lane arterial road. An existing restaurant with C-1 zoning is adjacent to the property. Other adjacent properties that adjoin the arterial road have no buildings on them. The C-1 zoning change would allow an orderly transition to urban development from otherwise rural property. The growing number of citizens on the western side of Fayetteville would be well served by a new restaurant.

Present zoning (R-A) allows mobile homes, duplexes, and single family dwellings. These usages are more appropriate on less traveled arterial roads.

- B. The zoning request is justified because it will provide needed goods and services for people living in the surrounding residential areas.
- C. The zoning change will not create an appreciable increase in traffic. People residing on the western side of town would drive right past the location on their way to frequent another restaurant.
- D. The zoning change will not alter the population density of the area. Adequate water and sewer needs are already in place.
- E. It would not necessarily be impractical to use the property for already permitted uses. However, arterial roads are best suited for uses that serve the general population; i.e., eating places, offices, neighborhood shopping, etc.



William R
and D
Rozell

IRAKLI & LAKOBASHVILI, OLGA ZAKARIADZE

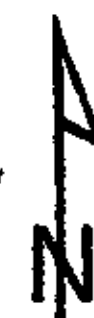
Ralph Intervivos Trust Freeman & Arlie Intervivos
Trust Freeman

County Disclaimer:

This map was created by Washington County using data created or acquired by its Assessor's office, Dept. of Emergency Management, and Road Department and in accordance with Arkansas Code 15-21-502 (2) (B), which states "The digital cadastre manages and provides access to cadastral information. Digital cadastre does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastre." and Arkansas Code 15-21-502 (8) which indicates that "Digital cadastre" means the storage and manipulation of computerized representations of parcel maps and linked databases."

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0 145 290 580 Feet

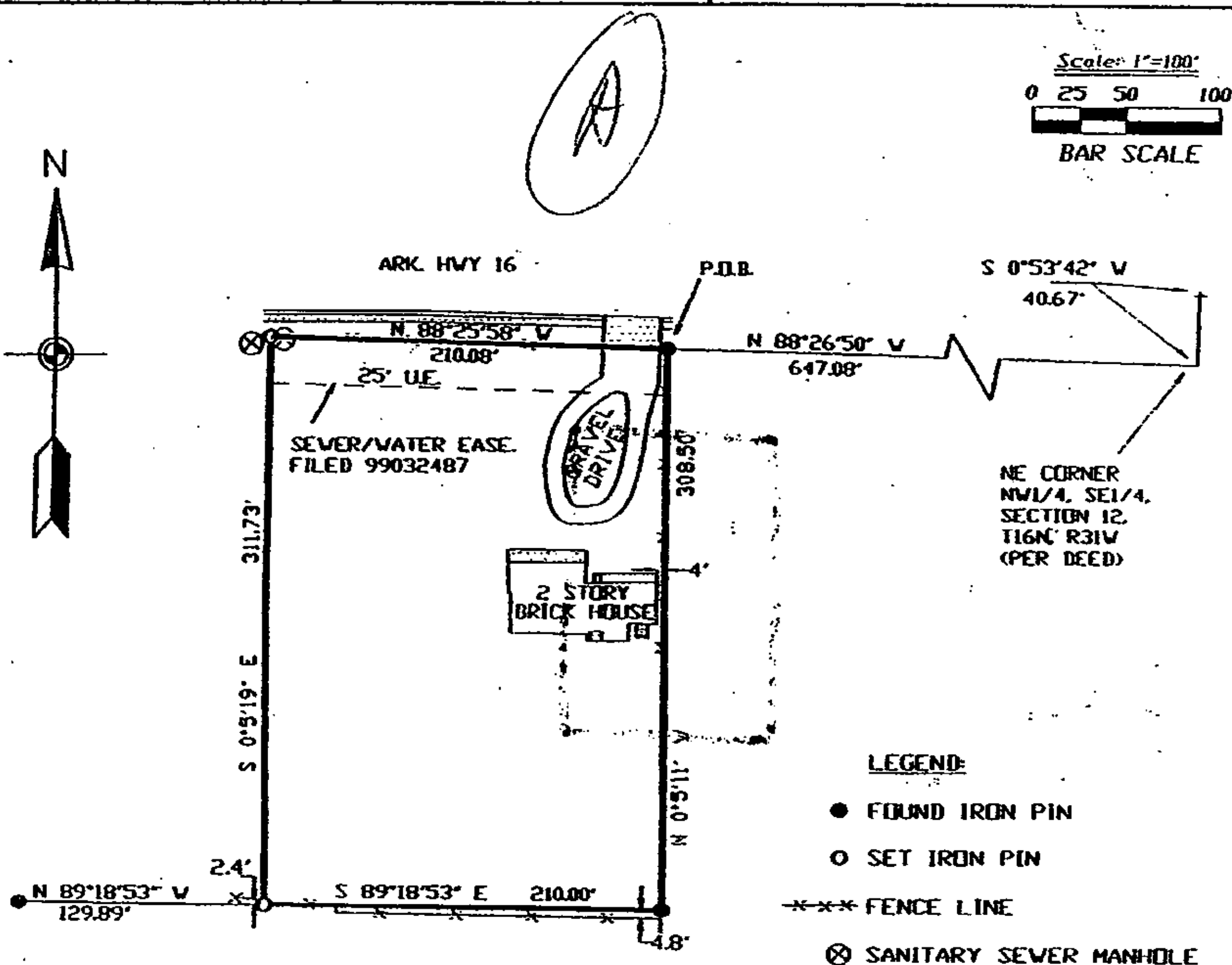
LAKE SIDE LAND SURVEYING

15538 E. HIGHWAY 12
ROGERS, ARKANSAS 72756

PHONE: 925-7940 OR
756-1320
FAX: 925-7941

BOUNDARY SURVEY FOR: CARL BARTHOLOMEW

V.D. 000429
FB 6/83, 84



SURVEY DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows:
Commencing at the Northeast corner of the NW1/4 of the SE1/4 of said Section 12; thence South 0°53'42" West 40.67 feet; thence North 88°26'50" West 647.08 feet to a found iron pin on the South right-of-way line of Arkansas Highway No. 16; thence along said right-of-way North 88°25'58" West 210.08 feet; thence leaving said right-of-way South 0°05'19" East 311.73 feet; thence South 89°18'53" East 210.00 feet to a found iron pin; thence North 0°05'11" West 308.50 feet to the POINT OF BEGINNING, containing 15 acres, more or less.

REGISTERED

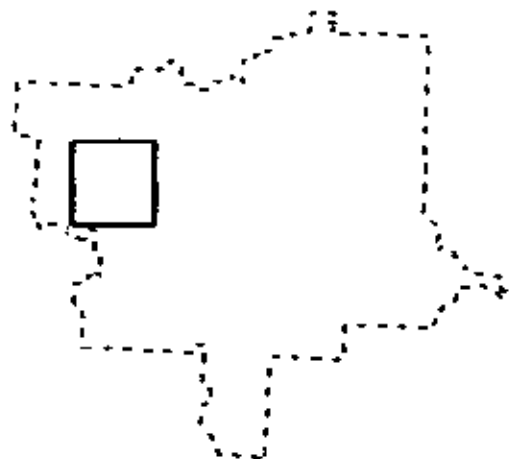
RZN06-2201

One Mile View

MARISCAL



Overview



Legend

Subject Property

RZN06-2201

Boundary

Planning Area

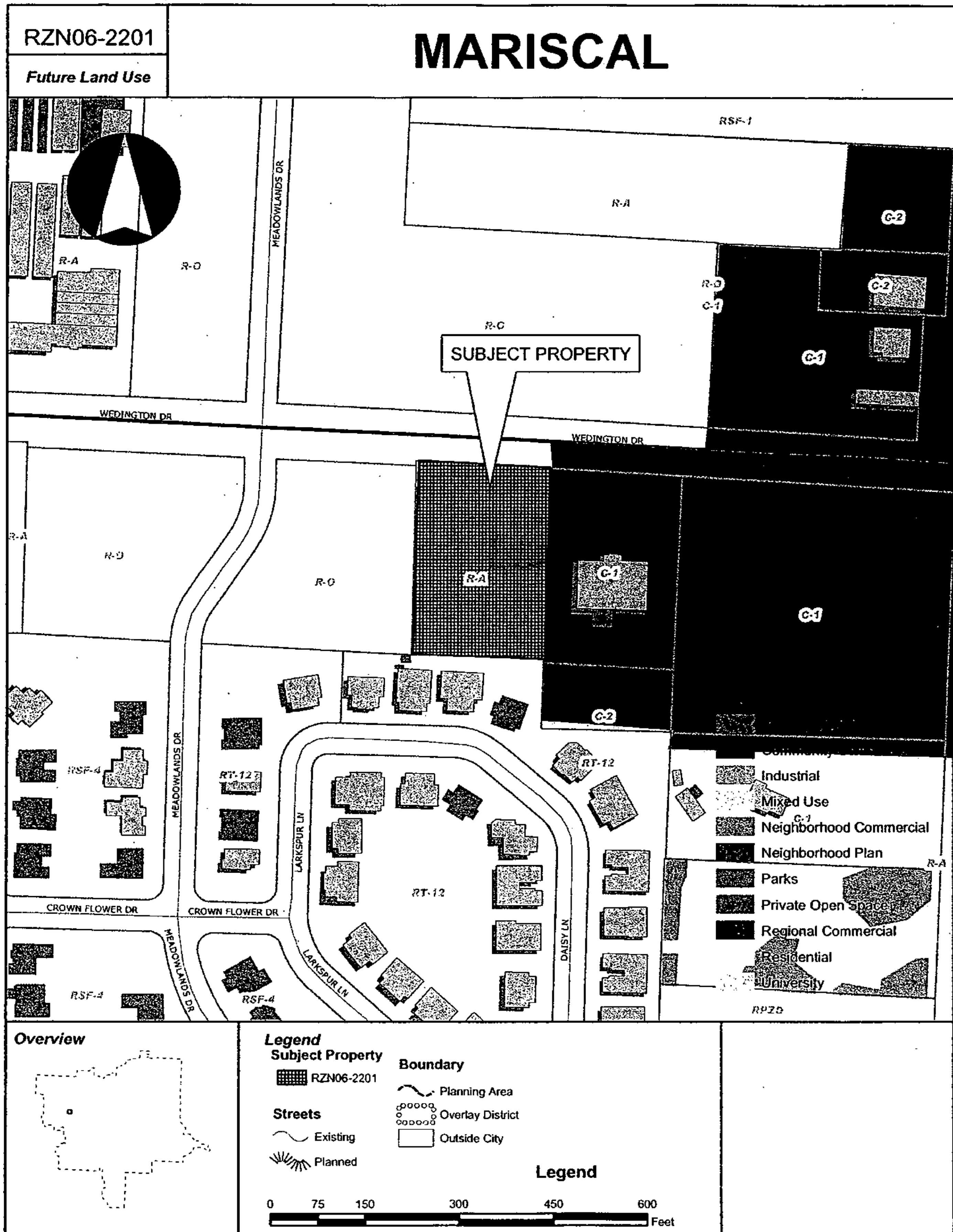
Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

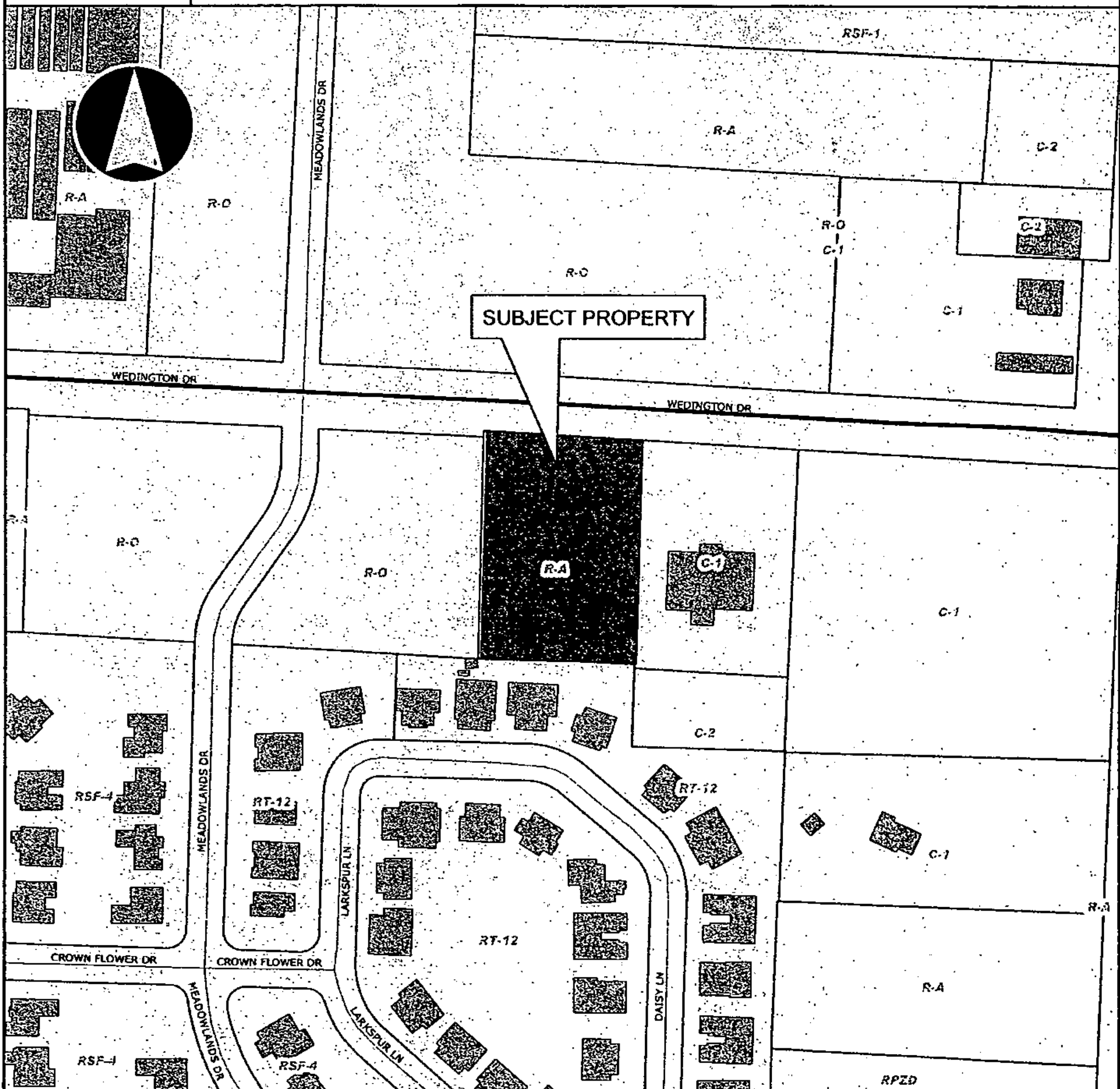
0 0.25 0.5 1 Miles



RZN06-2201

MARISCAL

Close Up View



Overview

Legend

- ○ ○ ○ ○ Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- - - BaseLine Profile
- Fayetteville
- Outside City
- RZN06-2201
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District

0 75 150 300 450 600 Feet

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

9/19/2006
City Council Meeting Date

Ron Petrie Engineering Operations
Submitted By Division Department

Action Required:

A Resolution to award a contract to Sweetser Construction in the amount of \$3,165,079.80, approve a project contingency of \$158,254, and approve a budget adjustment in the amount of \$2,173,496 on the Van Asche Drive Extension Project

\$ 3,323,333.80	\$ 1,982,788.00	Van Asche Drive Extension
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5809.00	\$ 236,959.85	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
05027.1	\$ 1,745,828.15	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

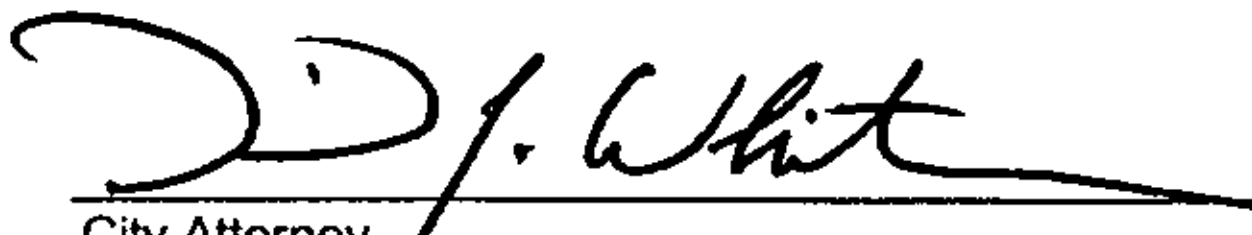
Budgeted Item ☒

Budget Adjustment Attached ☒

 9-1-06
Department Director Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

 9/1/06
City Attorney Date

Original Contract Number: _____

Paul A. Beckman 9-5-06
Finance and Internal Service Director Date

Received in City Clerk's Office
ENTERED 9-1-06
SIGNATURE

Received in Mayor's Office
ENTERED 9/5/06
PHE

Mayor Date

Comments:



Date: August 30, 2006

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer *RP*

Subject: **A Resolution to award a contract to Sweetser Construction in the amount of \$3,165,079.80, approve a project contingency of \$158,254, and approve a budget adjustment in the amount of \$2,173,496 on the Van Asche Drive Extension Project**

RECOMMENDATION:

As approved by the Street Committee, staff recommends approval of the following on the Van Asche Extension project:

- 1) Award of a construction contract in the amount of \$3,165,079.80 to Sweetser Construction, Inc. of Fayetteville.
- 2) A Project contingency of \$158,254 (5% of construction bid).
- 3) A Budget Adjustment in the amount of \$2,173,496.

BACKGROUND:

This project will extend Van Asche Drive to Gregg Avenue. A signal will be installed at Van Asche and Gregg Street, with minor improvements on the west side of Gregg Avenue to provide proper alignment of the intersection. Railroad crossing gates and signals will also be installed as part of the project.

The project, along with an agreement with the developers of CMN Business Park, was approved in February of 2005, with a proposed budget of \$1,982,788.00. A contract with Garver Engineers for design of the project was subsequently approved, and Garver began work on the design of the improvements in July, 2005.

The Street Committee reviewed the information that follows at their meeting on August 8th, and recommends approval of all of the project elements.

DISCUSSION:

The following are the results of the bid opening for this project:

Sweetser Construction	\$3,165,079.80 (Low Bidder)
Mobley Contractors, Inc.	\$3,343,672.04
APAC-Arkansas, Inc.	\$3,371,879.20
DECCO Contractors, Inc.	\$3,617,170.90
GN Contractors, LLC	\$3,649,357.00

ENGINEER'S ESTIMATE \$2,617,248.00

In addition to the street construction costs, the Arkansas and Missouri Railroad (AMRR) will be installing new railroad crossing panels and new safety equipment, including gates and signals, on their facility that crosses Van Asche Drive just west of Gregg Avenue. The railroad improvements will be installed by AMRR per AMRR policy. AMRR proposes to construct the crossing panels for a cost of \$98,000 and to construct the crossing safety equipment for a cost of \$254,000, a total of \$362,000. This item will be addressed as a separate agenda item.

It should be noted that the cost of the railroad improvements and the cost of improvements to Van Asche west of Gregg Street were not included in the original budget, but were deemed necessary by the Street Committee during the design process in order to create a properly aligned and safer intersection with Gregg Street. The total cost of the street improvements west of Gregg (including a traffic signal at Gregg) and the railroad safety improvements is approximately \$860,000.

Third, Garver Engineers has provided a proposed Contract Amendment to provide construction phase services, including day-to-day construction observation. The terms of the Amendment include payment to Garver at their established hourly rates for hours worked on the project, with a not-to-exceed amount of \$135,750.00. This item will be addressed as a separate agenda item as well.

The total project costs, including a project contingency of 5% of the Construction bid, are as follows:

Street Contractor Bid	\$ 3,165,079.80
Construction Contingency	\$ 158,254.00
Engineering	\$ 360,950.00
Railroad Costs	\$ 362,000.00
Utility Relocations	\$ 85,000.00
Property Acquisition	\$ 25,000.00
Total Project Cost	\$ 4,156,283.80
Less: Developer Participation	\$ (1,480,605.53)
Total Cost to City	\$ 2,675,678.27

BUDGET IMPACT:

This project has a budget of \$1,982,788 which was approved by City Council on February 15, 2005 through Resolution 34-05. The source of funds for the project is:

Sales Tax Capital Improvements	\$ 950,000.00
Wilson Springs Fund	\$ 1,032,788.00
Total Project Budget	\$ 1,982,788.00

The total cost of the project is estimated to be \$4,156,283.80 as depicted on the previous page therefore creating a project shortfall of \$2,173,496.

The City has an agreement with the developers of CMN Business Park. This agreement has been assigned to Steele Crossing Investment III, LLC, the new owners of the property adjacent to Van Asche Drive. They have agreed to reimburse the City for their share of the project costs at the completion of the construction of Van Asche Drive to Gregg Street. The estimated reimbursement amount is \$1,480,605.53. Therefore, the total cost to the City after reimbursement is estimated to be \$2,675,678, a budget shortfall of \$692,890.

The budget shortfall will be made up using \$320,000 from the Van Asche-Gregg to Garland Project (06009) and \$372,890 from the Street ROW/Intersection/Cost Share Project (02116). The remainder of the costs that will be reimbursed upon completion, \$1,480,605.53, will be temporarily borrowed from the Sales Tax Capital Improvements fund for a period of approximately six months. There is currently sufficient investments in the Sales Tax Capital Improvements fund to cash flow the construction costs. The reimbursements made by the developer will be placed back into the Sales Tax Capital Improvements Fund.

The final project budget after approval of the attached Budget Adjustment is as follows:

Sales Tax Capital Improvements	\$ 1,642,890.00
Wilson Springs Fund	\$ 1,032,788.00
Developer Contributions	\$ 1,480,606.00
Total Project Budget	\$ 4,156,284.00

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH SWEETSER CONSTRUCTION IN THE AMOUNT OF \$3,165,079.80 FOR THE VAN ASCHE DRIVE EXTENSION PROJECT; APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF \$158,254.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$2,173,496.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a Construction Contract with Sweetser Construction in the amount of \$3,165,079.80 for the Van Asche Drive Extension Project. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency in the amount of \$158,254.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount of \$2,173,496.00.

PASSED and APPROVED this 19th day of September, 2006.

APPROVED

By DAN COODY, Mayor

ATTEST:

By SONDRA SMITH, City Clerk

DRAFT

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

C. 3
Sweetser Construction Contract
Page 6 of 24

Budget Year 2006	Department: Sales Tax Capital Improvements Division: Program:	Date Requested 9/5/2006	Adjustment Number
-------------------------	---	--------------------------------	-------------------

Project or Item Added/Increased: \$2,173,496 is requested in the Van Asche Boulevard - Cost Sharing capital project.	Project or Item Deleted/Reduced: None. To recognize \$1,480,606 in the Payment by Property Owners revenue account. \$320,000 from the Van Asche - Gregg to Garland capital project. \$372,890 from the Street ROW/Intersection/Cost Sharing capital project.
--	--

Justification of this Increase: The funding is needed for a contract with Sweetser Construction, Inc. of Fayetteville to extend Van Asche Drive to Gregg Avenue	Justification of this Decrease: The City has an agreement with Steele Crossing Investment III, LLC, to cost share the construction of Van Asche Drive. The \$320,000 from the Van Asche Gregg-Garland and \$372,890 from Street Cost Shares capital projects will be consolidated into the main Van Asche Boulevard Cost Sharing capital project.
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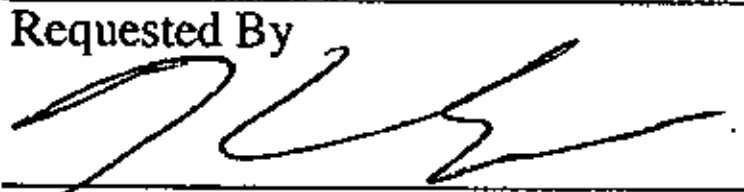
Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Street improvements	4470	9470	5809	00	2,173,496	05027	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Pymts by property owners	4470	0947	4420	00	1,480,606	05027	1
Street improvements	4470	9470	5809	00	320,000	06009	1
Street improvements	4470	9470	5809	00	372,890	02116	1

Approval Signatures

Requested By	Date
	8-31-06
Budget Manager	Date
Department Director	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

FRIDAY ELDREDGE & CLARK

HERSCHEL H. FRIDAY (1922-1994)
BYRON M. EISEMAN, JR., P.A.
JAMES A. BUTTRY, P.A.
FREDERICK S. URSERY, P.A.
JAMES C. CLARK, JR., P.A.
THOMAS P. LEGGETT, P.A.
JOHN DEWEY WATSON, P.A.
PAUL D. BENHAM III, P.A.
LARRY W. BURKS, P.A.
A. WYCKLIFF NISBET, JR., P.A.
JAMES EDWARD HARRIS, P.A.
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MICHAEL S. MOORE, P.A.

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GUY ALTON WADE, P.A.
PRICE C. GARDNER, P.A.
TONIA F. JONES, P.A.
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CARLA GUNNELS SPAINHOUR, P.A.
R. CHRISTOPHER LAWSON, P.A.
BETTY J. DEMORY, P.A.
LYNDA M. JOHNSON, P.A.
JAMES W. SMITH, P.A.
CLIFFORD W. PLUNKETT, P.A.
DANIEL L. HERRINGTON, P.A.
J. MICHAEL PICKENS, P.A.

ATTORNEYS AT LAW
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FAYETTEVILLE, ARKANSAS 72703-4811

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589 HORSEBARN ROAD, SUITE 101

ROGERS, ARKANSAS 72758

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LINDSEY MITCHAM LORENCE
KHAYYAM M. EDDINGS
AMANDA CAPPS ROSE
STEVEN L. BROOKS

H. WAYNE YOUNG, JR.
JAMIE HUFFMAN JONES
KIMBERLY D. YOUNG
JASON N. BRAMLETT
BRIAN C. SMITH
D. MICHAEL MOYERS
SETH M. HAINES
ERIN E. CULLUM
KRISTOPHER B. KNOX
KATHRYN A. KIRKPATRICK
J. ADAM WELLS
LAURA I. ASBURY
REGENA T. HODGE
REBECCA B. HAWBLITZEL
WILLIAM E. FOSTER

OF COUNSEL
WILLIAM H. SUTTON, P.A.
WILLIAM L. TERRY
WILLIAM L. PATTON, JR.
H.T. LARZELERE, P.A.
OSCAR E. DAVIS, JR., P.A.

PRICE C. GARDNER
LITTLE ROCK
TEL 501-376-1543
FAX 501-244-5302
gardner@fac.net

July 25, 2006

RECEIVED
JUL 31 2006
ENGINEERING DIV.

Mr. Ron Petrie
City of Fayetteville
Engineering Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: CMN Business Park II, Phase III - Van Asche Street Improvements

Dear Mr. Petrie:

On behalf of Steele Crossing Investment III, LLC ("Developer"), the purchaser of the approximate 53.93 acre tract located in CMN Business Park II, Phase III, from the existing owners, this letter will confirm the buyer's approval of Sweetser as the contractor for the improvements to Van Asche Drive based on its bid opened July 13, 2006, resulting in shared costs in the amount of \$2,658,080.00, and the assumption and performance of the Developer's obligations under the Supplemental Agreement for Cost Share of Early Construction of Van Asche Boulevard. Per the agreement, the Developer confirms that it will reimburse the City for its 50% share of the shared cost of the construction plus its 50% share of the engineering costs with Garver Engineers, LLC allocable to the construction and improvements covered by the shared costs. Any subsequent change orders or other items where the City would be requesting reimbursement would be subject to review and approval by the developer before the developer would be liable for the additional costs.

With respect to the timing of the reimbursement, clearly the agreement anticipated that the improvements would be completed well in advance of the two dates triggering the reimbursement obligation: (i) sale of 75% of Phase I (which has not yet occurred); or (ii) five years from date of the construction contract (September at the earliest). The agreement does not contemplate or address the current situation. The Developer proposes that the reimbursement be due and payable in full

Mr. Ron Petrie
City of Fayetteville
July 27, 2006
Page 2

within thirty (30) days of the completion of construction of Van Asche Drive from its current location to Gregg Street. The Developer acknowledges and agrees that the reimbursement shall increase at the rate of three percent (3%) per annum on the contract price from the date of contract until the reimbursement is paid.

If you have any questions concerning this Agreement on behalf of the Developer, please let me know.

Cordially yours,



Price C. Gardner

PCG/jry

cc: Mr. Leonard Boen
Ms. Michelle Harrington

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: VAN ASCHE DRIVE EXTENSION GREGG AVENUE TO
STEELE BOULEVARD

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and
between The City of Fayetteville, Arkansas and _____
_____ (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to, the construction of approximately 2077 lf of new roadway of varying widths from a contiguous widening to four and five lane sections with boulevard, storm drainage, channel work, reinforced concrete box culvert, three span steel and concrete bridge, water line improvements and other Work as indicated on the Plans and as specified.

ARTICLE 2 - ENGINEER

- 2.01 The Project has been designed by Garver Engineers, LLC, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 **TIME OF THE ESSENCE:**

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

DOCUMENT 00500 – AGREEMENT (continued)

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within 270 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within 300 calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto

DOCUMENT 00500 – AGREEMENT (continued)

attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

- a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all:
 - (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of

DOCUMENT 00500 – AGREEMENT (continued)

the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the

DOCUMENT 00500 – AGREEMENT (continued)

following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

**VAN ASCHE DRIVE EXTENSION GREGG AVENUE TO
STEELE BOULEVARD**
8. Addenda numbers one (1) to three (3), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

DOCUMENT 00500 – AGREEMENT (continued)

OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR _____

CITY OF FAYETTEVILLE _____

By: _____

By: _____

Title: _____

Title: _____

(SEAL)

(SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

DOCUMENT 00500 – AGREEMENT (continued)

License No. _____

Agent for Service of process

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

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

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

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 - Bobby Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



August 21, 2006

Friday Eldredge & Clark
Attn: Mr. Price C. Gardner
400 West Capitol Avenue, Suite 2000
Little Rock, AR 72201-4811

RE: CMN Business Park II, Phase III – Van Asche Street Improvements

Dear Mr. Gardner:

Thank you for your letter dated July 25, 2006 (attached). The City accepts your offer in your letter to pay full reimbursement within thirty (30) days upon the completion of the construction of the Van Asche Drive project. We shall notify you upon full completion of this project. Your promised prompt payment will save your client further interest charges of (3%) per annum of the contract price from the date of the construction contracts as stated in the approved Supplemental Agreement for Cost Share dated February 15, 2006.

We appreciate your partnership and look forward to the successful completion of this important project for your client's development and for the City of Fayetteville.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dan Coody", is written over a large, stylized, looping flourish that extends to the right.

Dan Coody,
Mayor

Cc: Gary Dumas, Director of Operations
Ron Petrie, City Engineer
Kit Williams, City Attorney

rp

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEERS ESTIMATE			APAC-ARKANSAS, INC., MCCLINTON-ANCHOR DIVISION			DECCO CONTRACTORS - PAVING INC.			GN CONTRACTORS, LLC			MOBLEY CONTRACTORS, INC.			SWEETSER CONSTRUCTION, INC.		
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SP-2-5.1a	Ditch Undercut and Clay Backfill	C.Y.	334	\$ 25.00	\$ 8,350.00	\$ 24.00	\$ 8,016.00	\$ 24.00	\$ 8,016.00	\$ 24.00	\$ 8,016.00	\$ 16.50	\$ 5,511.00	\$ 4.37	\$ 1,459.58	\$ 30.00	\$ 10,020.00	\$ 30.00	\$ 10,020.00	\$ 30.00	\$ 10,020.00
SP-2-5.1b	Ditch Undercut and Stone Backfill	C.Y.	260	\$ 46.50	\$ 12,090.00	\$ 35.00	\$ 9,100.00	\$ 40.00	\$ 12,740.00	\$ 40.00	\$ 12,740.00	\$ 22.00	\$ 5,720.00	\$ 5.11	\$ 1,328.60	\$ 40.00	\$ 10,400.00	\$ 40.00	\$ 10,400.00	\$ 40.00	\$ 10,400.00
SP-2-5.1c	6" Aggregate Cap	S.Y.	278	\$ 6.25	\$ 1,737.50	\$ 7.00	\$ 1,946.00	\$ 8.00	\$ 2,224.00	\$ 8.00	\$ 2,224.00	\$ 22.00	\$ 6,116.00	\$ 6.48	\$ 1,801.44	\$ 14.00	\$ 6,672.00	\$ 14.00	\$ 6,672.00	\$ 14.00	\$ 6,672.00
SP-4-4.1	Bridge Construction	L.S.	1	\$ 620,000.00	\$ 620,000.00	\$ 1,321,267.00	\$ 1,321,267.00	\$ 1,448,350.00	\$ 1,448,350.00	\$ 1,448,350.00	\$ 1,448,350.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,024,381.94	\$ 1,024,381.94	\$ 1,044,500.00	\$ 1,044,500.00	\$ 1,044,500.00	\$ 1,044,500.00	\$ 1,044,500.00	\$ 1,044,500.00
SP-6-2a	Removal of Permanent Pavement Markings - Striping	L.F.	3875	\$ 2.00	\$ 7,750.00	\$ 1.05	\$ 4,068.75	\$ 1.50	\$ 5,812.50	\$ 1.50	\$ 5,812.50	\$ 1.60	\$ 6,200.00	\$ 1.10	\$ 4,262.50	\$ 1.10	\$ 4,262.50	\$ 1.10	\$ 4,262.50	\$ 1.10	\$ 4,262.50
SP-6-2b	Removal of Permanent Pavement Markings (Words, Arrows, Railroad Emblems)	EA	2	\$ 100.00	\$ 200.00	\$ 311.00	\$ 622.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 500.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
SP-7-5.1	Tree Protection Fencing	L.F.	400	\$ 4.00	\$ 1,600.00	\$ 5.00	\$ 2,000.00	\$ 4.40	\$ 1,760.00	\$ 4.40	\$ 1,760.00	\$ 24.00	\$ 9,600.00	\$ 5.39	\$ 2,156.00	\$ 10.00	\$ 4,000.00	\$ 10.00	\$ 4,000.00	\$ 10.00	\$ 4,000.00
SP-8-5.1	2" Irrigation Conduit	L.F.	388	\$ 10.00	\$ 3,880.00	\$ 9.00	\$ 3,492.00	\$ 14.00	\$ 5,432.00	\$ 14.00	\$ 5,432.00	\$ 10.95	\$ 4,248.60	\$ 12.88	\$ 4,997.44	\$ 10.00	\$ 3,880.00	\$ 10.00	\$ 3,880.00	\$ 10.00	\$ 3,880.00
SP-8-5.2	4" Irrigation Conduit	L.F.	388	\$ 10.00	\$ 3,880.00	\$ 12.00	\$ 4,656.00	\$ 17.00	\$ 6,596.00	\$ 17.00	\$ 6,596.00	\$ 13.50	\$ 5,238.00	\$ 16.51	\$ 6,403.88	\$ 12.00	\$ 4,656.00	\$ 12.00	\$ 4,656.00	\$ 12.00	\$ 4,656.00
SP-8-5.3	4" Utility Conduit	L.F.	780	\$ 10.00	\$ 7,800.00	\$ 6.30	\$ 4,914.00	\$ 17.00	\$ 13,260.00	\$ 17.00	\$ 13,260.00	\$ 13.00	\$ 10,140.00	\$ 9.19	\$ 7,168.20	\$ 12.00	\$ 9,360.00	\$ 12.00	\$ 9,360.00	\$ 12.00	\$ 9,360.00
SP-8-5.4	Locator Sign	EA	18	\$ 50.00	\$ 900.00	\$ 80.00	\$ 1,440.00	\$ 100.00	\$ 1,800.00	\$ 100.00	\$ 1,800.00	\$ 200.00	\$ 3,600.00	\$ 145.12	\$ 2,612.16	\$ 100.00	\$ 1,800.00	\$ 100.00	\$ 1,800.00	\$ 100.00	\$ 1,800.00
E1-3.1	Site Preparation	L.S.	1	\$ 125,000.00	\$ 125,000.00	\$ 142,040.00	\$ 142,040.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 250,000.00	\$ 250,000.00	\$ 91,207.18	\$ 91,207.18	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
E2-6.1	Unclassified Excavation	C.Y.	3880	\$ 7.50	\$ 29,100.00	\$ 5.75	\$ 22,310.00	\$ 19.20	\$ 74,496.00	\$ 19.20	\$ 74,496.00	\$ 9.00	\$ 34,920.00	\$ 30.72	\$ 119,193.60	\$ 18.00	\$ 69,840.00	\$ 18.00	\$ 69,840.00	\$ 18.00	\$ 69,840.00
E2-6.2	Embankment Construction	C.Y.	26897	\$ 12.00	\$ 322,764.00	\$ 13.90	\$ 373,868.30	\$ 18.55	\$ 498,939.35	\$ 18.55	\$ 498,939.35	\$ 10.00	\$ 268,970.00	\$ 17.26	\$ 464,242.22	\$ 14.00	\$ 376,558.00	\$ 14.00	\$ 376,558.00	\$ 14.00	\$ 376,558.00
E2-6.3	Undercut Excavation and Backfill	C.Y.	9935	\$ 16.30	\$ 161,940.50	\$ 21.30	\$ 211,615.50	\$ 20.45	\$ 203,170.25	\$ 20.45	\$ 203,170.25	\$ 16.50	\$ 163,927.50	\$ 2.42	\$ 24,042.70	\$ 16.00	\$ 158,960.00	\$ 16.00	\$ 158,960.00	\$ 16.00	\$ 158,960.00
E2-6.4	Rock Excavation	C.Y.	100	\$ 200.00	\$ 20,000.00	\$ 88.00	\$ 8,800.00	\$ 300.00	\$ 30,000.00	\$ 300.00	\$ 30,000.00	\$ 175.00	\$ 17,500.00	\$ 138.68	\$ 13,868.00	\$ 215.00	\$ 21,500.00	\$ 215.00	\$ 21,500.00	\$ 215.00	\$ 21,500.00
E2-6.5	Stockpile Cobble	C.Y.	40	\$ 20.00	\$ 800.00	\$ 7.00	\$ 280.00	\$ 20.00	\$ 800.00	\$ 20.00	\$ 800.00	\$ 75.00	\$ 3,000.00	\$ 19.91	\$ 796.40	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00
E4-5.1	Trench and Excavation Safety System	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 6,100.00	\$ 6,100.00	\$ 57,200.00	\$ 57,200.00	\$ 57,200.00	\$ 57,200.00	\$ 55,950.00	\$ 55,950.00	\$ 41,637.50	\$ 41,637.50	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
P1-5.1	Aggregate Base Course (Class 7)	TON	866	\$ 18.50	\$ 16,021.00	\$ 26.75	\$ 23,165.50	\$ 18.25	\$ 15,804.50	\$ 18.25	\$ 15,804.50	\$ 19.25	\$ 16,670.50	\$ 17.31	\$ 14,990.46	\$ 30.00	\$ 25,980.00	\$ 30.00	\$ 25,980.00	\$ 30.00	\$ 25,980.00
P3-5.1a	ACBM Surface Course	TON	1146	\$ 80.00	\$ 91,680.00	\$ 82.00	\$ 93,972.00	\$ 85.20	\$ 97,639.20	\$ 85.20	\$ 97,639.20	\$ 78.00	\$ 89,388.00	\$ 87.91	\$ 100,744.86	\$ 78.00	\$ 89,388.00	\$ 78.00	\$ 89,388.00	\$ 78.00	\$ 89,388.00
P3-5.1b	ACBM Binder Course	TON	4597	\$ 75.00	\$ 344,775.00	\$ 67.15	\$ 308,688.55	\$ 70.00	\$ 321,790.00	\$ 70.00	\$ 321,790.00	\$ 71.50	\$ 328,685.50	\$ 72.32	\$ 332,455.04	\$ 70.00	\$ 321,790.00	\$ 70.00	\$ 321,790.00	\$ 70.00	\$ 321,790.00
P5-6.1	Concrete Driveways	S.Y.	453	\$ 70.00	\$ 31,710.00	\$ 49.50	\$ 22,423.50	\$ 49.20	\$ 22,287.60	\$ 49.20	\$ 22,287.60	\$ 25.00	\$ 11,325.00	\$ 46.58	\$ 21,100.74	\$ 50.00	\$ 25,000.00	\$ 50.00	\$ 25,000.00	\$ 50.00	\$ 25,000.00
11-5.1	Maintenance of Traffic	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 13,800.00	\$ 13,800.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 23,000.00	\$ 23,000.00	\$ 30,577.50	\$ 30,577.50	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
12-4.1	Concrete Ditch Paving	S.Y.	13	\$ 50.00	\$ 650.00	\$ 73.00	\$ 949.00	\$ 105.00	\$ 1,365.00	\$ 105.00	\$ 1,365.00	\$ 110.00	\$ 1,430.00	\$ 81.16	\$ 1,055.08	\$ 150.00	\$ 4,500.00	\$ 150.00	\$ 4,500.00	\$ 150.00	\$ 4,500.00
13-6.1a	15" Reinforced Concrete Arch Pipe, Class III	L.F.	61	\$ 60.00	\$ 3,660.00	\$ 79.00	\$ 4,819.00	\$ 101.00	\$ 6,161.00	\$ 101.00	\$ 6,161.00	\$ 68.00	\$ 4,148.00	\$ 79.98	\$ 4,878.78	\$ 110.00	\$ 6,710.00	\$ 110.00	\$ 6,710.00	\$ 110.00	\$ 6,710.00
13-6.1b	18" Reinforced Concrete Pipe, Class III	L.F.	992	\$ 60.00	\$ 59,520.00	\$ 45.80	\$ 45,433.60	\$ 45.25	\$ 44,888.00	\$ 45.25	\$ 44,888.00	\$ 38.00	\$ 37,696.00	\$ 37.65	\$ 37,348.80	\$ 46.00	\$ 45,632.00	\$ 46.00	\$ 45,632.00	\$ 46.00	\$ 45,632.00
13-6.1c	24" Reinforced Concrete Pipe, Class III	L.F.	316	\$ 90.00	\$ 28,440.00	\$ 81.00	\$ 25,596.00	\$ 61.75	\$ 19,513.00	\$ 61.75	\$ 19,513.00	\$ 50.00	\$ 15,800.00	\$ 53.37	\$ 16,864.92	\$ 70.00	\$ 22,120.00	\$ 70.00	\$ 22,120.00	\$ 70.00	\$ 22,120.00
13-6.1d	24" Reinforced Concrete Arch Pipe, Class IV	L.F.	135	\$ 100.00	\$ 13,500.00	\$ 86.00	\$ 11,610.00	\$ 100.00	\$ 13,500.00	\$ 100.00	\$ 13,500.00	\$ 60.00	\$ 8,100.00	\$ 100.94	\$ 13,626.90	\$ 131.00	\$ 17,685.00	\$ 131.00	\$ 17,685.00	\$ 131.00	\$ 17,685.00
13-6.1e	36" Reinforced Concrete Pipe, Class III	L.F.	145	\$ 100.00	\$ 14,500.00	\$ 106.00	\$ 15,370.00	\$ 123.00	\$ 17,835.00	\$ 123.00	\$ 17,835.00	\$ 110.00	\$ 15,950.00	\$ 91.62	\$ 13,284.90	\$ 154.00	\$ 22,530.00	\$ 154.00	\$ 22,530.00	\$ 154.00	\$ 22,530.00
13-6.2a	24" Reinforced Concrete Flared End Section	EA	1	\$ 900.00	\$ 900.00	\$ 1,313.00	\$ 1,313.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 1,381.83	\$ 1,381.83	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
13-6.2b	24" Reinforced Concrete Arch Flared End Section	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,545.00	\$ 3,090.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,210.07	\$ 2,420.14	\$ 900.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00
13-6.2c	36" Reinforced Concrete Flared End Section	EA	2	\$ 1,450.00	\$ 2,900.00	\$ 2,250.00	\$ 4,500.00	\$ 3,300.00	\$ 6,600.00	\$ 3,300.00	\$ 6,600.00	\$ 1,600.00	\$ 3,200.00	\$ 1,662.86	\$ 3,325.72	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
14-5.1	Double 6"x4" Reinforced Concrete Box Culvert (Type: CIP or Precast)	L.S.	1	\$ 75,000.00	\$ 75,000.00	\$ 101,550.00	\$ 101,550.00	\$ 122,000.00	\$ 122,000.00	\$ 122,000.00	\$ 122,000.00	\$ 117,880.00	\$ 117,880.00	\$ 354,340.50	\$ 354,340.50	\$ 97,500.00	\$ 97,500.00	\$ 97,500.00	\$ 97,500.00	\$ 97,500.00	\$ 97,500.00
15-6.1a	4" Curb Inlet	EA	11	\$ 3,500.00	\$ 38,500.00	\$ 4,150.00	\$ 45,650.00	\$ 3,200.00	\$ 35,200.00	\$ 3,200.00	\$ 35,200.00	\$ 2,500.00	\$ 27,500.00	\$ 3,486.31	\$ 38,349.41	\$ 1,800.00	\$ 19,800.00	\$ 1,800.00	\$ 19,800.00	\$ 1,800.00	\$ 19,800.00
15-6.1b	5" Curb Inlet	EA	1	\$ 4,415.00	\$ 4,415.00	\$ 5,265.00	\$ 5,265.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 2,700.00	\$ 2,700.00	\$ 4,305.13	\$ 4,305.13	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
15-6.1c	4" Throat Extension	EA	10	\$ 725.00	\$ 7,250.00	\$ 990.00	\$ 9,900.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 980.00	\$ 9,800.00	\$ 509.56	\$ 5,095.60	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00

CITY OF FAYETTEVILLE
VAN ASCH DRIVE EXTENSION - Schedule 2
GREGG AVENUE TO STEELE BOULEVARD
BID TABULATION - Bids Opened 1:00pm Thursday, July 13, 2006

ENGINEERS ESTIMATE				ANCHOR DIVISION				DECCO CONTRACTORS - PAYING INC.				GN CONTRACTORS, LLC				MOBLEY CONTRACTORS, INC.				SWEETSER CONSTRUCTION, INC.			
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
15-6.1d	8" Throat Extension	EA.	4	\$ 840.00	\$ 3,360.00	\$ 1,300.00	\$ 5,200.00	\$ 1,800.00	\$ 7,200.00	\$ 1,550.00	\$ 6,200.00	\$ 1,136.75	\$ 4,547.00	\$ 1,550.00	\$ 6,200.00	\$ 1,136.75	\$ 4,547.00	\$ 1,550.00	\$ 6,200.00	\$ 1,550.00	\$ 6,200.00		
15-6.1e	4" Junction Box	EA.	2	\$ 3,000.00	\$ 6,000.00	\$ 3,625.00	\$ 7,250.00	\$ 2,750.00	\$ 5,500.00	\$ 2,500.00	\$ 5,000.00	\$ 4,484.70	\$ 8,969.40	\$ 1,850.00	\$ 3,700.00	\$ 4,484.70	\$ 8,969.40	\$ 1,850.00	\$ 3,700.00	\$ 1,850.00	\$ 3,700.00		
17-6.1a	4" Pipe Underdrain System	L.F.	2339	\$ 15.00	\$ 35,085.00	\$ 11.85	\$ 27,717.15	\$ 19.00	\$ 44,441.00	\$ 10.00	\$ 23,390.00	\$ 12.99	\$ 30,383.61	\$ 16.90	\$ 39,521.10	\$ 12.99	\$ 30,383.61	\$ 16.90	\$ 39,521.10	\$ 16.90	\$ 39,521.10		
18-5.1	Asphalt Pavement Repair	S.Y.	30	\$ 50.00	\$ 1,500.00	\$ 40.00	\$ 1,200.00	\$ 50.00	\$ 1,500.00	\$ 140.00	\$ 4,200.00	\$ 193.84	\$ 5,815.20	\$ 124.00	\$ 3,720.00	\$ 193.84	\$ 5,815.20	\$ 124.00	\$ 3,720.00	\$ 124.00	\$ 3,720.00		
110-4.1a	Barbed Wire Fence	L.F.	392	\$ 15.00	\$ 5,880.00	\$ 5.25	\$ 2,058.00	\$ 7.70	\$ 3,018.40	\$ 15.00	\$ 5,880.00	\$ 3.58	\$ 1,403.36	\$ 18.00	\$ 7,056.00	\$ 3.58	\$ 1,403.36	\$ 18.00	\$ 7,056.00	\$ 18.00	\$ 7,056.00		
111-4.1	Seeding	ACRE	3.6	\$ 4,000.00	\$ 14,400.00	\$ 2,940.00	\$ 10,584.00	\$ 5,700.00	\$ 20,520.00	\$ 2,900.00	\$ 10,440.00	\$ 3,354.12	\$ 12,074.83	\$ 2,900.00	\$ 10,440.00	\$ 3,354.12	\$ 12,074.83	\$ 2,900.00	\$ 10,440.00	\$ 2,900.00	\$ 10,440.00		
112-5.1	Temporary Erosion Control	L.S.	1	\$ 25,000.00	\$ 25,000.00	\$ 25,420.00	\$ 25,420.00	\$ 37,000.00	\$ 37,000.00	\$ 9,000.00	\$ 9,000.00	\$ 19,469.36	\$ 19,469.36	\$ 30,000.00	\$ 30,000.00	\$ 19,469.36	\$ 19,469.36	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		
113-6.1	Sodding	S.Y.	88	\$ 4.00	\$ 352.00	\$ 2.50	\$ 220.00	\$ 4.75	\$ 418.00	\$ 4.00	\$ 352.00	\$ 3.38	\$ 297.44	\$ 3.00	\$ 264.00	\$ 3.38	\$ 297.44	\$ 3.00	\$ 264.00	\$ 3.00	\$ 264.00		
113-6.2	Channel Sodding	S.Y.	2475	\$ 8.00	\$ 19,800.00	\$ 2.50	\$ 6,187.50	\$ 4.75	\$ 11,746.25	\$ 4.00	\$ 9,900.00	\$ 3.38	\$ 8,365.90	\$ 3.00	\$ 7,425.00	\$ 3.38	\$ 8,365.90	\$ 3.00	\$ 7,425.00	\$ 3.00	\$ 7,425.00		
116-5.1a	4" Sidewalk	S.Y.	2156	\$ 32.00	\$ 69,092.00	\$ 30.60	\$ 65,973.60	\$ 42.00	\$ 90,552.00	\$ 29.00	\$ 62,524.00	\$ 35.22	\$ 75,934.32	\$ 31.00	\$ 66,992.00	\$ 35.22	\$ 75,934.32	\$ 31.00	\$ 66,992.00	\$ 31.00	\$ 66,992.00		
116-5.1b	6" Sidewalk	S.Y.	5	\$ 50.00	\$ 250.00	\$ 35.00	\$ 175.00	\$ 57.00	\$ 285.00	\$ 200.00	\$ 1,000.00	\$ 241.69	\$ 1,208.45	\$ 36.00	\$ 180.00	\$ 241.69	\$ 1,208.45	\$ 36.00	\$ 180.00	\$ 36.00	\$ 180.00		
116-5.1c	Traffic Panel	S.Y.	11	\$ 450.00	\$ 4,950.00	\$ 317.00	\$ 3,487.00	\$ 360.00	\$ 3,960.00	\$ 110.00	\$ 1,210.00	\$ 367.68	\$ 4,044.48	\$ 320.00	\$ 3,520.00	\$ 367.68	\$ 4,044.48	\$ 320.00	\$ 3,520.00	\$ 320.00	\$ 3,520.00		
117-5.1a	Concrete Curb and Gutter	L.F.	5638	\$ 11.00	\$ 62,018.00	\$ 10.95	\$ 61,736.10	\$ 9.50	\$ 53,561.00	\$ 10.00	\$ 56,380.00	\$ 10.45	\$ 58,917.10	\$ 9.00	\$ 50,742.00	\$ 10.45	\$ 58,917.10	\$ 9.00	\$ 50,742.00	\$ 9.00	\$ 50,742.00		
118-4.1	Roadway Construction Control	L.S.	1	\$ 12,000.00	\$ 12,000.00	\$ 30,645.00	\$ 30,645.00	\$ 115,500.00	\$ 115,500.00	\$ 22,500.00	\$ 22,500.00	\$ 24,418.13	\$ 24,418.13	\$ 16,000.00	\$ 16,000.00	\$ 24,418.13	\$ 24,418.13	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00		
T1-5.1a	Thermoplastic Pavement Marking - 4" Yellow	L.F.	3736	\$ 1.00	\$ 3,736.00	\$ 0.47	\$ 1,755.92	\$ 0.50	\$ 1,868.00	\$ 0.75	\$ 2,802.00	\$ 0.50	\$ 1,868.00	\$ 0.50	\$ 1,868.00	\$ 0.50	\$ 1,868.00	\$ 0.50	\$ 1,868.00	\$ 0.50	\$ 1,868.00		
T1-5.1b	Thermoplastic Pavement Marking - 4" White	L.F.	3239	\$ 1.00	\$ 3,239.00	\$ 0.47	\$ 1,522.33	\$ 0.50	\$ 1,619.50	\$ 0.75	\$ 2,429.25	\$ 0.50	\$ 1,619.50	\$ 0.50	\$ 1,619.50	\$ 0.50	\$ 1,619.50	\$ 0.50	\$ 1,619.50	\$ 0.50	\$ 1,619.50		
T1-5.1c	Thermoplastic Pavement Marking - 12" White - Stop Bar	L.F.	142	\$ 6.00	\$ 852.00	\$ 8.30	\$ 1,178.60	\$ 8.80	\$ 1,249.60	\$ 11.20	\$ 1,590.40	\$ 8.80	\$ 1,249.60	\$ 8.80	\$ 1,249.60	\$ 8.80	\$ 1,249.60	\$ 8.80	\$ 1,249.60	\$ 8.80	\$ 1,249.60		
T1-5.1d	Thermoplastic Pavement Marking - 12" White - Crosswalk Stripes	L.F.	590	\$ 10.00	\$ 5,900.00	\$ 8.30	\$ 4,897.00	\$ 8.80	\$ 5,192.00	\$ 11.20	\$ 6,608.00	\$ 8.80	\$ 5,192.00	\$ 8.80	\$ 5,192.00	\$ 8.80	\$ 5,192.00	\$ 8.80	\$ 5,192.00	\$ 8.80	\$ 5,192.00		
T1-5.1e	Thermoplastic Pavement Marking (Words)	EA.	4	\$ 250.00	\$ 1,000.00	\$ 207.00	\$ 828.00	\$ 220.00	\$ 880.00	\$ 300.00	\$ 1,200.00	\$ 220.00	\$ 880.00	\$ 220.00	\$ 880.00	\$ 220.00	\$ 880.00	\$ 220.00	\$ 880.00	\$ 220.00	\$ 880.00		
T1-5.1f	Thermoplastic Pavement Marking (Single Arrows)	EA.	13	\$ 200.00	\$ 2,600.00	\$ 155.00	\$ 2,015.00	\$ 165.00	\$ 2,145.00	\$ 200.00	\$ 2,600.00	\$ 165.00	\$ 2,145.00	\$ 165.00	\$ 2,145.00	\$ 165.00	\$ 2,145.00	\$ 165.00	\$ 2,145.00	\$ 165.00	\$ 2,145.00		
T1-5.1g	Thermoplastic Pavement Marking (Double Arrows)	EA.	1	\$ 300.00	\$ 300.00	\$ 311.00	\$ 311.00	\$ 330.00	\$ 330.00	\$ 450.00	\$ 450.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00		
T2-4.1a	Intersection Lane Control Sign	EA.	2	\$ 100.00	\$ 200.00	\$ 260.00	\$ 520.00	\$ 275.00	\$ 550.00	\$ 300.00	\$ 600.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00		
T2-4.1b	Keep Right Sign	EA.	3	\$ 100.00	\$ 300.00	\$ 260.00	\$ 780.00	\$ 275.00	\$ 825.00	\$ 300.00	\$ 900.00	\$ 275.00	\$ 825.00	\$ 275.00	\$ 825.00	\$ 275.00	\$ 825.00	\$ 275.00	\$ 825.00	\$ 275.00	\$ 825.00		
T2-4.1c	Traffic Control Sign	EA.	1	\$ 100.00	\$ 100.00	\$ 260.00	\$ 260.00	\$ 275.00	\$ 275.00	\$ 300.00	\$ 300.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00		
T2-4.1d	Road Narrows Sign	EA.	1	\$ 100.00	\$ 100.00	\$ 260.00	\$ 260.00	\$ 275.00	\$ 275.00	\$ 300.00	\$ 300.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00		
T2-4.1e	Roadway Condition Sign	EA.	2	\$ 100.00	\$ 200.00	\$ 260.00	\$ 520.00	\$ 275.00	\$ 550.00	\$ 300.00	\$ 600.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00		
T2-4.1f	Speed Limit Sign	EA.	2	\$ 100.00	\$ 200.00	\$ 260.00	\$ 520.00	\$ 275.00	\$ 550.00	\$ 300.00	\$ 600.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00		
T2-4.1g	Railroad Sign	EA.	2	\$ 100.00	\$ 200.00	\$ 260.00	\$ 520.00	\$ 275.00	\$ 550.00	\$ 300.00	\$ 600.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00		
T3-4.1a	System Local Controller TS2-Type 2 (8 Phases)	EA.	1	\$ 9,360.00	\$ 9,360.00	\$ 13,850.00	\$ 13,850.00	\$ 14,900.00	\$ 14,900.00	\$ 21,000.00	\$ 21,000.00	\$ 17,151.20	\$ 17,151.20	\$ 14,861.00	\$ 14,861.00	\$ 17,151.20	\$ 17,151.20	\$ 14,861.00	\$ 14,861.00	\$ 14,861.00	\$ 14,861.00		
T3-4.1b	Feeder Wire	L.F.	260	\$ 1.15	\$ 299.00	\$ 1.05	\$ 273.00	\$ 1.10	\$ 286.00	\$ 1.55	\$ 403.00	\$ 2.20	\$ 572.00	\$ 1.10	\$ 286.00	\$ 2.20	\$ 572.00	\$ 1.10	\$ 286.00	\$ 1.10	\$ 286.00		
T3-4.1c	Traffic Signal Head, LED, (3 Section, 1 Way)	EA.	9	\$ 710.00	\$ 6,390.00	\$ 738.00	\$ 6,642.00	\$ 800.00	\$ 7,200.00	\$ 1,150.00	\$ 10,350.00	\$ 880.00	\$ 7,920.00	\$ 754.00	\$ 6,786.00	\$ 880.00	\$ 7,920.00	\$ 754.00	\$ 6,786.00	\$ 754.00	\$ 6,786.00		
T3-4.1d	Countdown Pedestrian Signal Head, LED	EA.	6	\$ 670.00	\$ 4,020.00	\$ 830.25	\$ 4,981.50	\$ 900.00	\$ 5,400.00	\$ 1,250.00	\$ 7,500.00	\$ 825.00	\$ 4,950.00	\$ 890.00	\$ 5,340.00	\$ 825.00	\$ 4,950.00	\$ 890.00	\$ 5,340.00	\$ 890.00	\$ 5,340.00		
T3-4.1e	Traffic Signal Cable (50'x14 AWG)	L.F.	828	\$ 1.20	\$ 993.60	\$ 1.25	\$ 1,035.00	\$ 1.40	\$ 1,159.20	\$ 1.85	\$ 1,531.80	\$ 1.93	\$ 1,598.04	\$ 1.70	\$ 1,403.36	\$ 1.93	\$ 1,598.04	\$ 1.70	\$ 1,403.36	\$ 1.70	\$ 1,403.36		
T3-4.1f	Traffic Signal Cable (70'x14 AWG)	L.F.	278	\$ 1.35	\$ 375.30	\$ 1.55	\$ 430.90	\$ 1.75	\$ 486.50	\$ 2.30	\$ 639.40	\$ 2.20	\$ 611.60	\$ 1.55	\$ 430.90	\$ 2.20	\$ 611.60	\$ 1.55	\$ 430.90	\$ 1.55	\$ 430.90		
T3-4.1g	Traffic Signal Cable (200'x14 AWG)	L.F.	566	\$ 2.40	\$ 1,358.40	\$ 4.10	\$ 2,320.60	\$ 4.50	\$ 2,547.00	\$ 6.15	\$ 3,480.90	\$ 2.75	\$ 1,556.50	\$ 4.40	\$ 2,497.40	\$ 2.75	\$ 1,556.50	\$ 4.40	\$ 2,497.40	\$ 4.40	\$ 2,497.40		
T3-4.1h	Galvanized Steel Conduit (1 1/2")	L.F.	15	\$ 11.60	\$ 174.00	\$ 12.30	\$ 184.50	\$ 13.30	\$ 199.50	\$ 18.50	\$ 277.50	\$ 22.00	\$ 330.00	\$ 13.30	\$ 199.50	\$ 22.00	\$ 330.00	\$ 13.30	\$ 199.50	\$ 13.30	\$ 199.50		

CITY OF FAYETTEVILLE
VAN ASCHIE DRIVE EXTENSION - Schedule 2
GREGG AVENUE TO STEELE BOULEVARD
BID TABULATION - Bids Opened 2:00pm Thursday, July 13, 2006

ENGINEERS ESTIMATE				ON CONTRACTORS, LLC				MOBLEY CONTRACTORS, INC.				SWEETSER CONSTRUCTION, INC.			
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
T3-4.1i	Non-Metallic Conduit (1.25")	L.F.	30	\$ 7.20	\$ 216.00	\$ 9.25	\$ 277.50	\$ 10.00	\$ 300.00	\$ 13.85	\$ 415.50	\$ 6.60	\$ 198.00		
T3-4.1j	Non-Metallic Conduit (2")	L.F.	83	\$ 9.15	\$ 759.45	\$ 12.30	\$ 1,020.90	\$ 13.50	\$ 1,120.50	\$ 18.45	\$ 1,531.35	\$ 11.00	\$ 913.00		
T3-4.1k	Non-Metallic Conduit (3")	L.F.	214	\$ 20.25	\$ 4,333.50	\$ 23.60	\$ 5,050.40	\$ 25.30	\$ 5,414.20	\$ 35.35	\$ 7,564.90	\$ 33.00	\$ 7,063.00		
T3-4.1l	Concrete Pull Box (Type 2, HD)	EA	4	\$ 400.00	\$ 1,600.00	\$ 435.65	\$ 1,742.60	\$ 470.00	\$ 1,880.00	\$ 700.00	\$ 2,800.00	\$ 495.00	\$ 1,980.00		
T3-4.1m	Traffic Signal Mast Arm And Pole With Foundation (44')	EA	2	\$ 7,350.00	\$ 14,700.00	\$ 9,942.50	\$ 19,885.00	\$ 10,700.00	\$ 21,400.00	\$ 15,000.00	\$ 30,000.00	\$ 10,705.20	\$ 21,410.40		
T3-4.1n	Traffic Signal Mast Arm And Pole With Foundation (48')	EA	1	\$ 8,850.00	\$ 8,850.00	\$ 10,225.00	\$ 10,225.00	\$ 11,000.00	\$ 11,000.00	\$ 15,500.00	\$ 15,500.00	\$ 10,925.20	\$ 10,925.20		
T3-4.1p	Traffic Signal Mast Arm And Pole With Foundation (64')	EA	1	\$ 12,500.00	\$ 12,500.00	\$ 13,530.00	\$ 13,530.00	\$ 14,600.00	\$ 14,600.00	\$ 20,500.00	\$ 20,500.00	\$ 13,439.80	\$ 13,439.80		
T3-4.1q	Video Detector	EA	8	\$ 2,615.00	\$ 20,920.00	\$ 2,819.00	\$ 22,552.00	\$ 3,025.00	\$ 24,200.00	\$ 4,250.00	\$ 34,000.00	\$ 3,018.40	\$ 24,147.20		
T3-4.1r	Video Cable	L.F.	1635	\$ 2.45	\$ 4,005.75	\$ 4.00	\$ 6,540.00	\$ 4.30	\$ 7,030.40	\$ 6.00	\$ 9,810.00	\$ 4.13	\$ 6,752.55		
T3-4.1s	Video Monitor (BW)	EA	1	\$ 245.00	\$ 245.00	\$ 420.25	\$ 420.25	\$ 451.00	\$ 451.00	\$ 630.00	\$ 630.00	\$ 385.00	\$ 385.00		
T3-4.1t	Video Processor (4 Channel)	EA	2	\$ 9,925.00	\$ 19,850.00	\$ 12,043.75	\$ 24,087.50	\$ 12,925.00	\$ 25,850.00	\$ 18,500.00	\$ 37,000.00	\$ 13,930.40	\$ 27,860.80		
T3-4.1u	Electrical Conductors-In-Conduit (2c / #12 AWG)	L.F.	190	\$ 2.85	\$ 541.50	\$ 4.85	\$ 921.50	\$ 5.20	\$ 988.00	\$ 7.25	\$ 1,377.50	\$ 2.48	\$ 471.20		
T3-4.1v	Electrical Conductors-In-Conduit (1c / #12 AWG, EOC)	L.F.	687	\$ 1.00	\$ 687.00	\$ 1.55	\$ 1,064.85	\$ 1.65	\$ 1,133.55	\$ 2.30	\$ 1,580.10	\$ 0.83	\$ 570.21		
T3-4.1w	Electrical Conductors-In-Conduit (1c / #12 AWG, EOC)	L.F.	100	\$ 0.75	\$ 75.00	\$ 0.80	\$ 80.00	\$ 0.85	\$ 85.00	\$ 1.15	\$ 115.00	\$ 0.39	\$ 39.00		
T3-4.1x	Electrical Conductors For Luminaires	L.F.	274	\$ 1.25	\$ 342.50	\$ 1.80	\$ 493.20	\$ 2.00	\$ 548.00	\$ 2.70	\$ 739.80	\$ 1.71	\$ 468.54		
T3-4.1y	Luminaire Assembly	EA	2	\$ 470.00	\$ 940.00	\$ 461.00	\$ 922.00	\$ 495.00	\$ 990.00	\$ 700.00	\$ 1,400.00	\$ 385.00	\$ 770.00		
T3-4.1z	Local Radio With Antenna	EA	1	\$ 2,700.00	\$ 2,700.00	\$ 3,177.00	\$ 3,177.00	\$ 3,410.00	\$ 3,410.00	\$ 4,800.00	\$ 4,800.00	\$ 3,300.00	\$ 3,300.00		
T3-4.1aa	Antenna Cable (Type 6)	L.F.	53	\$ 3.00	\$ 159.00	\$ 4.60	\$ 243.80	\$ 4.95	\$ 262.35	\$ 7.00	\$ 371.00	\$ 3.30	\$ 174.90		
T3-4.1bb	18" Street Name Sign	EA	4	\$ 440.00	\$ 1,760.00	\$ 564.00	\$ 2,256.00	\$ 605.00	\$ 2,420.00	\$ 845.00	\$ 3,380.00	\$ 660.00	\$ 2,640.00		
T3-4.1cc	Fiber Optic Blanket Sign	EA	2	\$ 3,330.00	\$ 6,660.00	\$ 3,792.50	\$ 7,585.00	\$ 4,070.00	\$ 8,140.00	\$ 5,700.00	\$ 11,400.00	\$ 3,513.30	\$ 7,026.60		
T3-4.1dd	Battery Back Up System Installation	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 7,083.00	\$ 7,083.00	\$ 7,601.00	\$ 7,601.00	\$ 9,100.00	\$ 9,100.00	\$ 6,857.40	\$ 6,857.40		
M3-4.1	Cold Milling Asphalt Pavement	S.Y.	30	\$ 15.00	\$ 450.00	\$ 16.00	\$ 480.00	\$ 50.00	\$ 1,500.00	\$ 167.00	\$ 5,010.00	\$ 33.75	\$ 1,012.50		
M5-5.1	Pipe Embedment	C.Y.	69	\$ 35.00	\$ 2,415.00	\$ 57.00	\$ 3,933.00	\$ 30.00	\$ 2,070.00	\$ 28.00	\$ 1,932.00	\$ 43.02	\$ 2,968.38		
M6-5.1	Painted Steel Guardrail	L.F.	94	\$ 75.00	\$ 7,050.00	\$ 181.00	\$ 17,014.00	\$ 125.00	\$ 11,750.00	\$ 250.00	\$ 23,500.00	\$ 192.50	\$ 18,095.00		
M7-4.1	Water For Dust Control	Gal.	100000	\$ 0.02	\$ 2,000.00	\$ 0.30	\$ 30,000.00	\$ 0.05	\$ 5,000.00	\$ 0.10	\$ 10,000.00	\$ 0.15	\$ 15,000.00		
W1-2.1a	12" PVC C-900 DR-14 Water Line	L.F.	343	\$ 100.00	\$ 34,300.00	\$ 52.85	\$ 18,127.55	\$ 59.00	\$ 20,237.00	\$ 60.00	\$ 20,580.00	\$ 89.89	\$ 30,832.27		
W1-2.1b	8" PVC C-900 DR-14 Water Line	L.F.	59	\$ 75.00	\$ 4,425.00	\$ 56.00	\$ 3,304.00	\$ 49.00	\$ 2,891.00	\$ 92.00	\$ 5,428.00	\$ 87.89	\$ 5,185.51		
W1-2.2a	24" Steel Encasement by Dry Bore, Min. Wall Thickness = 0.406 inch	L.F.	48	\$ 500.00	\$ 24,000.00	\$ 317.00	\$ 15,216.00	\$ 350.00	\$ 16,800.00	\$ 520.00	\$ 24,960.00	\$ 416.03	\$ 19,969.44		
W1-2.2b	24" Steel Encasement by Open Cut, Min. Wall Thickness = 0.250 inch	L.F.	46	\$ 350.00	\$ 16,100.00	\$ 193.00	\$ 8,878.00	\$ 240.00	\$ 11,040.00	\$ 90.00	\$ 4,140.00	\$ 122.08	\$ 5,615.68		
W1-2.2c	16" Steel Encasement by Dry Bore, Min. Wall Thickness = 0.250 inch	L.F.	20	\$ 250.00	\$ 5,000.00	\$ 350.00	\$ 7,000.00	\$ 390.00	\$ 7,800.00	\$ 600.00	\$ 12,000.00	\$ 371.12	\$ 7,422.40		
W1-2.3a	18"x12" Tapping Sleeve and Valve	EA	1	\$ 8,500.00	\$ 8,500.00	\$ 8,100.00	\$ 8,100.00	\$ 8,300.00	\$ 8,300.00	\$ 8,000.00	\$ 8,000.00	\$ 8,151.63	\$ 8,151.63		
W1-2.3b	8"x8" Tapping Sleeve and Valve	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,445.00	\$ 4,445.00	\$ 4,700.00	\$ 4,700.00	\$ 5,500.00	\$ 5,500.00	\$ 4,763.84	\$ 4,763.84		
W1-2.4	12" Butterfly Valve	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,025.00	\$ 3,025.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 5,075.04	\$ 5,075.04		
W1-2.5	Cul and Cap Existing 6" Water Line	EA	2	\$ 750.00	\$ 1,500.00	\$ 1,030.00	\$ 2,060.00	\$ 2,000.00	\$ 4,000.00	\$ 1,750.00	\$ 3,500.00	\$ 3,307.40	\$ 6,614.80		
W1-2.6	Ductile Iron Fittings for Water Line	LB	844	\$ 9.00	\$ 7,596.00	\$ 11.60	\$ 9,790.40	\$ 7.00	\$ 5,908.00	\$ 9.00	\$ 7,596.00	\$ 7.25	\$ 6,119.00		
W1-2.7	Undercut and Backfill for Water Line	C.Y.	11.0	\$ 20.00	\$ 220.00	\$ 57.00	\$ 627.00	\$ 55.00	\$ 605.00	\$ 200.00	\$ 2,200.00	\$ 38.05	\$ 418.55		

GARVER ENGINEERS

CITY OF FAYETTEVILLE
VAN ASCHIE DRIVE EXTENSION - Schedule 2
GREGG AVENUE TO STEELE BOULEVARD
BID TABULATION - Bids Opened 2:00pm Thursday, July 13, 2006

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY		ENGINEER'S ESTIMATE		APAC-ARKANSAS, INC., MCCLINTON-ANCHOR DIVISION		DECCO CONTRACTORS - PAVING INC.		GN CONTRACTORS, LLC		MOBLEY CONTRACTORS, INC.		SWEETSER CONSTRUCTION, INC.											
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL										
W1-2.8	Remove and Deliver Existing Water Valve to Owner	EA.	1	\$	750.00	\$	750.00	\$	835.00	\$	835.00	\$	375.00	\$	375.00	\$	800.00	\$	796.50	\$	796.50	\$	500.00			
W2-4.1	Valve Meter Box Adjusted to Grade	EA.	2	\$	500.00	\$	1,000.00	\$	454.00	\$	908.00	\$	340.00	\$	680.00	\$	800.00	\$	508.87	\$	1,017.74	\$	1,000.00			
0260S-4.1	Raise Sanitary Sewer Manhole to Grade	EA.	2	\$	2,000.00	\$	4,000.00	\$	5,200.00	\$	10,400.00	\$	4,900.00	\$	9,800.00	\$	2,200.00	\$	649.99	\$	1,299.98	\$	2,400.00			
Total Amount Bid			\$	2,617,248.00	Total Amount Bid			\$	3,426,390.85	Total Amount Bid			\$	3,677,599.15	Total Amount Bid			\$	3,692,513.50	Total Amount Bid			\$	3,393,412.33		

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: VAN ASCHE DRIVE EXTENSION GREGG AVENUE TO
STEELE BOULEVARD

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and
between The City of Fayetteville, Arkansas and _____
_____ (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to, the construction of approximately 2077 lf of new roadway of varying widths from a contiguous widening to four and five lane sections with boulevard, storm drainage, channel work, reinforced concrete box culvert, three span steel and concrete bridge, water line improvements and other Work as indicated on the Plans and as specified.

ARTICLE 2 - ENGINEER

- 2.01 The Project has been designed by Garver Engineers, LLC, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 **TIME OF THE ESSENCE:**

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.