

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Robert Reynolds
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy Gordon Allen
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
November 21, 2006**

A meeting of the Fayetteville City Council will be held on November 21, 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**

Nancy Gordon Allen Oath of Office – Judge Rudy Moore

A. CONSENT:

1. **Approval of the October 17, 2006 City Council meeting minutes and the October 19, 2006 Special City Council meeting minutes.**

APPROVED.

2. **Baird, Kurtz & Dobson (BKD), LLP:** A resolution approving the annual contract renewal with Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$65,000.00 to provide independent audit services to the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 189-06.

3. **The Southern Company NLR, Inc:** A resolution approving a contract with The Southern Company of NLR, Inc. in the amount of \$231,738.00 for the purchase and construction of fuel tanks and dispensing system at the Happy Hollow Maintenance Complex; and approving a budget adjustment in the amount of \$256,738.00 which includes \$25,000.00 for site preparation, concrete and asphalt.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 190-06.

4. **Williams Tractor Company:** A resolution awarding Bid #06-61 and approving the purchase of one (1) Medium Track Excavator from Williams Tractor Company in the amount of \$98,747.00 for use by the Transportation Division; and approving a budget adjustment in the amount of \$100,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 191-06.

5. **Alpha Utilities, Inc:** A resolution approving a contract with Alpha Utilities, Inc. in the amount of \$1,185,000.00 for improvements to the 36" and 42" water transmission mains from Beaver Water District to the City of Fayetteville; approving a four percent (4%) contingency in the amount of \$47,000.00 and approving a budget adjustment in the amount of \$734,677.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 192-06.

6. **Garver Engineers, LLC:** A resolution awarding an engineering contract to Garver Engineers, LLC in an amount not to exceed \$227,550.00 for traffic studies, conceptual design services, surveys, and related services associated with the Cato Springs Road (Technology Corridor) Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 193-06.

7. **CEI Engineering Associates, Inc:** A resolution awarding an engineering contract to CEI Engineering Associates, Inc. in an amount not to exceed \$88,380.00 for survey, design and bidding services associated with the Gregg Avenue Improvements Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 194-06.

8. **Carter & Burgess, Inc:** A resolution awarding an engineering contract to Carter & Burgess, Inc. in an amount not to exceed \$233,148.00 for survey, design, bidding and related services associated with the Garland Avenue (Highway 112) Improvements Project between I-540 and Howard Nickell Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 195-06.

9. **Wayest Safety, Inc:** A resolution awarding Bid #06-62 and approving the purchase of replacement personal protective equipment from Wayest Safety, Inc. in the amount of \$159,740.00 for use by the Fayetteville Fire Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 196-06.

10. **Fayetteville Natural Heritage Association, Inc:** A resolution to apply the cost of up to \$80,000.00 of the pavilion to be built in Mount Sequoyah Woods to the remaining \$100,000.00 due for the purchase of all developmental rights in Mount Sequoyah Woods by the Fayetteville Natural Heritage Association, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 197-06.

B. PUBLIC HEARINGS:

1. **Buffco Inc. Taxi Service:** A resolution granting a Certificate of Public Convenience and Necessity to Buffco Inc. for the operation of four (4) to ten (10) taxicabs within the City of Fayetteville, Arkansas. *This resolution was tabled at the November 7, 2006 City Council meeting to the November 21, 2006 City Council meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 198-06.

C. UNFINISHED BUSINESS:

1. **R-PZD 06-2191, University Club Tower:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2191, University Club Tower, located north of Lowe's Home Center, east of College Avenue (Highway 71), containing approximately 10.39 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*

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

2. **R-PZD 06-2256, 932 Garland:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2256, 932 Garland, located at 932 Garland, between Berry and Hughes Street, containing approximately 0.84 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*

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

3. **ADM 06-2324, Amend Title XV: DMP Supplementary District Regulations:** An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend various sections of the code in order to implement the Supplementary District Regulations for the Downtown Master Plan Area. *This ordinance was left on the Second Reading at the November 7, 2006 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4946.

4. **ADM 06-2282, Emerald Point Appeal:** An appeal of the Planning Commission's decision regarding ADM 06-2282 (Emerald Point). *This appeal was Tabled at the November 7, 2006 City Council meeting to the November 21, 2006 City Council meeting.*

THIS ITEM WAS TABLED TO THE CITY COUNCIL MEETING ON DECEMBER 5, 2006.

5. **R-PZD 06-2213, Sunbridge Villas Appeal:** An ordinance establishing a Residential Planned Zoning District Tiled R-PZD 06-2213, Sunbridge Villas, located northwest of Sunbridge Drive and Villa Blvd., Villa Mobile Home Park, containing approximately 20.92 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*

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

D. NEW BUSINESS:

1. **RZN 06-2291, HWY 16 Animal Hospital:** An ordinance approving RZN 06-2291 submitted by Jorgensen and Associates for property located at 2805 East Huntsville Road, for approximately 3.42 acres, rezoning the subject property from RSF-1, Residential Single-Family, one unit per acre, R-A, Residential Agricultural, and C-1, Neighborhood Commercial to C-1, Neighborhood Commercial.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4947.

2. **R-PZD 06-1884, Westside Village:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-1884, Westside Village, located south of Wedington, east of Ruppel Road, containing approximately 21.63 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan.

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

3. **VAC 06-2290, Grubbs:** An ordinance approving VAC 06-2290 submitted by Richard L. Grubbs for property located at Lot 6 Block 1 of the Northpoint Subdivision on Point Circle, vacating a portion of a utility easement on the subject property.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4948.

4. **ADM 06-2252, Future Land Use Map:** A resolution adopting the Future Land Use Map and associated text as part of the City Plan 2025 Comprehensive Land Use Plan for the City of Fayetteville.

THIS ITEM WAS TABLED TO THE CITY COUNCIL MEETING ON DECEMBER 5, 2006.

5. **Assign Annexed Territory to Ward 4:** An ordinance to attach and incorporate approximately 1,419.3 acres of land into the corporate limits of the City of Fayetteville pursuant to the annexation election of October 10, 2006, assign all this territory to Ward 4 and to assign the zoning designation of R-A to all parcels.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4949.

6. **J.B. Hays and Charles Sloan Land Sale:** An ordinance to waive the requirements of §34.27 of the Fayetteville Code of Ordinances and to authorize the sale of approximately 36.62 acres of the Westside Treatment Plant site to J.B. Hays and Charles Sloan for \$1,166,367.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4950.

7. **Harmony Pointe and Copper Creek Playgrounds:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of playground equipment from Game Time by Southwest Parks & Playgrounds, L.P. in the amount of \$85,161.00 for Harmony Pointe and Copper Creek Parks.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4951.

- 8. Solid Waste and Recycling Purchase:** An ordinance waiving the requirements of formal competitive bidding indefinitely for the purchase of 2 to 8 yard dumpsters, roll-off style boxes, compactors and receiver boxes.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4952.

- 9. RJN Group, Inc:** A resolution approving Contract Amendment #4 to the agreement for Professional Engineering Services with RJN Group, Inc. in the amount of \$953,049.00 to provide design and construction phase services pertaining to technical design, engineering, Corps of Engineers and stormwater permit issues for the West Side and Farmington area Wastewater System Improvements Project (subprojects WL-10, WL-11 and WL-12); and approving a contingency in the amount of \$40,000.00.

THIS ITEM WAS TABLED TO THE CITY COUNCIL MEETING ON DECEMBER 5, 2006.

- 10. Robinson, Stafford and Rude, Inc:** A resolution approving a contract for Professional Engineering Services with Robinson, Stafford and Rude, Inc. (RSR) in the amount of \$39,844.00 (to be wholly reimbursed by the City of Farmington) to provide value engineering services for the Farmington and West Fayetteville Area Wastewater System Improvement Project engineering design.

THIS ITEM WAS TABLED TO THE CITY COUNCIL MEETING ON DECEMBER 5, 2006.

- 11. VAC 06-2337, Kevin Pittman:** An ordinance approving VAC 06-2337 submitted by Kevin Pittman for property located at 1985 Purva Place, vacating a portion of the 25 foot utility easement located along the southern property line adjacent to New Bridge Road.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4953.

- 12. Proposed 2007 Annual Budget & Work Program:** A resolution adopting the 2007 Annual Budget and Work Program as approved and amended.

THIS ITEM WAS TABLED TO THE CITY COUNCIL MEETING ON DECEMBER 5, 2006.

E. INFORMATIONAL:

City Council Tour: November 20, 2006 -4:30 PM

Meeting adjourned at 9:05 p.m.

Adjourn 9:05

Subject: <i>Roll</i>					
Motion To:					
Motion By:					
Seconded:					
	Cook	<i>✓</i>			
	Allen	<i>✓</i>			
	Rhoads	<i>✓</i>			
	Ferrell	<i>✓</i>			
	Lucas	<i>✓</i>			
	Jordan	<i>✓</i>			
	Reynolds	<i>✓</i>			
	Thiel	<i>absent</i>			
	Mayor Coody	<i>✓</i>			

Subject: <i>Consent</i>					
Motion To:		<i>Approve</i>			
Motion By:		<i>Jordan</i>			
Seconded:		<i>Reynolds</i>			
<i>passed</i> <i>Res.</i> <i>189-06</i> <i>to</i> <i>197-06</i>	Cook	<i>✓</i>			
	Allen	<i>✓</i>			
	Rhoads	<i>✓</i>			
	Ferrell	<i>✓</i>			
	Lucas	<i>✓</i>			
	Jordan	<i>✓</i>			
	Reynolds	<i>✓</i>			
	Thiel	<i>absent</i>			

Subject: <i>Buffco, Inc. Taxi Service</i>					
Motion To:		<i>Approve</i>			
Motion By:		<i>Ferrell</i>			
Seconded:		<i>Jordan</i>			
<i>B.I. Public Hearing passed 198-06</i>	Cook	<i>✓</i>			
	Allen	<i>✓</i>			
	Rhoads	<i>✓</i>			
	Ferrell	<i>✓</i>			
	Lucas	<i>✓</i>			
	Jordan	<i>✓</i>			
	Reynolds	<i>✓</i>			
	Thiel	<i>Absent</i>			
	Mayor Coody				

7-0

Subject: <i>R-PZD 06-2191 University Club Tower</i>					
Motion To:		<i>2nd read</i>	<i>Amendment to accept the</i>	<i>Amended Conditions of Approval</i>	
Motion By:		<i>Jordan</i>	<i>Ferrell</i>		
Seconded:		<i>Reynolds</i>	<i>Reynolds</i>		
<i>C.I. Unfinished Business Amend</i>	Cook	<i>✓</i>	<i>✓</i>		
	Allen	<i>✓</i>	<i>✓</i>		
	Rhoads	<i>✓</i>	<i>✓</i>		
	Ferrell	<i>✓</i>	<i>✓</i>		
	Lucas	<i>✓</i>	<i>✓</i>		
	Jordan	<i>✓</i>	<i>✓</i>		
	Reynolds	<i>✓</i>	<i>✓</i>		
	Thiel	<i>Absent</i>	<i>Absent</i>		

7-0

7-0

Subject: R - PZD 06-2191 University Club Tower					
Motion To:		Amend to make the street a private street			
Motion By:		Ferrell			
Seconded:		Reynolds			
C.I. Unfinished Amend	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	absent			
	Mayor Coody				

7-0

Subject: R - PZD 06-2191 University Club Tower					
Motion To:		Amend to accept the new plat			
Motion By:		Rhoads			
Seconded:		Ferrell			
C.I. Unfinished Amend Left on the second reading	Cook	There			
	Allen	was			
	Rhoads	no			
	Ferrell	vote			
	Lucas	on			
	Jordan	the			
	Reynolds	motion			
	Thiel	absent			

City Council Meeting November 21, 2006

Subject: R-PZD 06-2256, 932 Garland					
Motion To:		2nd read			
Motion By:		Reynolds			
Seconded:		Rhoads			
C. 2. Unfinished Left on the Second Reading	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	Absent			
	Mayor Coody				

7-0

Subject: ADM 06-2324 Amend Title XV DMP					
Motion To:		3rd Read			Supplementary District Regulations
Motion By:		Reynolds			
Seconded:		Cook			
C. 3, Unfinished	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	Absent			

7-0

Subject: ADM 06-2324 Amend Title: DMP					
Motion To:		Amend to remove Section 4	Add Section 4 back delete Section 5		Pass
Motion By:		Cook	Jordan		
Seconded:		Ferrell	Cook		
C. 3. Unfinished Passed 4946	Cook	✓	✓		✓
	Allen	✓	✓		✓
	Rhoads	✓	✓		✓
	Ferrell	✓	✓		✓
	Lucas	✓	✓		✓
	Jordan	✓	✓		✓
	Reynolds	✓	✓		✓
	Thiel	Absent	Absent		absent
	Mayor Coody				
		7-0	7-0	7-0	

Subject: Emerald Point					
Motion To:		Table to 12/5/06			
Motion By:		Jordan			
Seconded:		Lucas			
C. 4. Unfinished Tabled to 12/5/06	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	Absent			
		7-0			

Subject: Sunbridge Villas R-PZD -06-2213					
Motion To:		2nd reading			Appeal
Motion By:		Jordan			
Seconded:		Reynolds			
Unfinished C.5. Left on Second Reading	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	absent			
	Mayor Coody				
7-0					

Subject: RZN 06-2291 Highway 16 Animal Hospital					
Motion To:		2nd read	3rd read	Pass	Hospital
Motion By:		Jordan	Jordan		
Seconded:		Ferrell	Reynolds		
New Business D.I. passed 4947	Cook	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	absent	absent	absent	
		7-0	7-0	7-0	

Subject: R-PZD 06-1884 Westside Village					
Motion To:		2nd read			
Motion By:		Jordan			
Seconded:		Reynolds			
New Business D.2 <u>Left on the Second Reading</u>	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	absent			
	Mayor Coody				

7-0

Subject: VAC - 06-2290 Grubs					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Cook	Jordan		
Seconded:		Lucas	Reynolds		
New Business D.3. <u>Passed</u> 4948	Cook	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	absent	absent	absent	

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7-0

7-0

Subject: ADM 06-2252 Future Land Use Map					
Motion To:		Table to 12/5/06			
Motion By:		Jordan			
Seconded:		Lucas			
D.4. New Business Table to 12/5/06	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	absent			
	Mayor Coody				

7-0

Subject: Assign Annexed Territory to Ward 4					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Lucas	Reynolds		
D.5. New Business passed 4949	Cook	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	absent	absent	absent	

7-0

7-0

7-0

Subject: J. B. Hays & Charles Sloan Land Sale					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Reynolds	Reynolds		
D.6. New Business <u>passed</u> 4950	Cook	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	Absent	Absent	Absent	
	Mayor Coody				

7-0

7-0

7-0

Subject: Harmony Pointe & Copper Creek Playgrounds					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Ferrell	Rhoads		
Seconded:		Jordan	Ferrell		
D.7. New Business <u>passed</u> 4951	Cook	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	Absent	Absent	Absent	

7-0

7-0

7-0

Subject: Solid Waste & Recycling Purchase					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Cook	Jordan		
Seconded:		Jordan	Reynolds		
D.8. New Business <u>Passed</u> 4952	Cook	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	absent	absent	absent	
	Mayor Coody				
		7-0	7-0	7-0	

Subject: R J N Group, Inc.					
Motion To:		Table to 12/5/06			
Motion By:		Cook			
Seconded:		Ferrell			
D.9. New Business <u>Tabled to 12/5/06</u>	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	absent			
		7-0			

Subject: Robinson, Stafford and Rude, Inc.					
Motion To:		Table to 12/5/06			
Motion By:		Cook			
Seconded:		Jordan			
D. 10. New Business Jabled to 12/5/06	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	absent			
	Mayor Coody				

7-0

Subject: UAC 06-2337 - Kevin Pittman					
Motion To:		move from #12 on the agenda to #11 on the agenda	2nd read	3rd read	Pass
Motion By:		Jordan	Lucas	Jordan	
Seconded:		Ferrell	Ferrell	Ferrell	
New Business D. 12. moved to D. 11 Passed 4953	Cook	✓	✓	✓	✓
	Allen	✓	✓	✓	✓
	Rhoads	✓	✓	✓	✓
	Ferrell	✓	✓	✓	✓
	Lucas	✓	✓	✓	✓
	Jordan	✓	✓	✓	✓
	Reynolds	✓	✓	✓	✓
	Thiel	absent	absent	absent	absent

7-0

7-0

7-0

7-0

Subject: <i>Proposed 2007 Annual Budget & Work Program</i>					
Motion To:		<i>Table to 12/5/06</i>			<i>Program</i>
Motion By:		<i>Jordan</i>			
Seconded:		<i>Lucas</i>			
<i>D.11 New Business Tabled to 12/5/06</i>	Cook	<i>✓</i>			
	Allen	<i>✓</i>			
	Rhoads	<i>✓</i>			
	Ferrell	<i>✓</i>			
	Lucas	<i>✓</i>			
	Jordan	<i>✓</i>			
	Reynolds	<i>✓</i>			
	Thiel	<i>absent</i>			
	Mayor Coody				

7-0

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

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- 11. Proposed 2007 Annual Budget & Work Program:** A resolution adopting the 2007 Annual Budget and Work Program as approved and amended.
- ✓ **12. VAC 06-2337 Kevin Pittman:** An ordinance approving VAC 06-2337 submitted by Kevin Pittman for property located at 1985 Purva Place, vacating a portion of the 25 foot utility easement located along the southern property line adjacent to New Bridge Road.

E. INFORMATIONAL:

City Council Tour: November 20, 2006 -4:30 PM

Agenda Session 11/14/06

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



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

Tour: Emerald Point - Jordan

University Club Tower
Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
November 21, 2006

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Call to Order
Roll Call
Pledge of Allegiance

Budget Overview Presentation, Paul Becker Finance Director – Agenda Session Only.

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- 1. Approval of the October 17, 2006 City Council meeting minutes and the October 19, 2006 Special City Council meeting minutes.**
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Moved to
Consent

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City Council Tour: November 20, 2006 -4:30 PM

Add: VAC 06-2337 - Kevin Pittman

(End of
New Business)

The Agenda Session 11-00a

Aldermen

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City Council Meeting
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E. INFORMATIONAL:

City Council Tour: November 20, 2006 -4:30 PM

Discussion Item: Monuments, on Public Property
(Agenda Session Only)

Monday -
Dec. 4.
Budget Meeting
4:30
Room 326
Carnet Charters
(Tentative Meeting)

From: Sondra Smith
To: Pate, Jeremy
Date: 11/20/2006 5:27 PM
Subject: Fwd: Emerald Appeal
Attachments: Sondra Smith1.vcf

CC: Aldermen

We have received this request to table the Emerald Point Appeal to the December 5, 2006. The applicant will not be available for the City Council meeting. Thanks!

Sondra Smith
City Clerk
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
(479) 575-8323
(479) 718-7695 (Fax)
ssmith@ci.fayetteville.ar.us

>>> <Suna225@cs.com> 11/20/2006 4:56 PM >>>

Please table Emerald Appeal item to the next City Council meeting on Dec 5.
Thank you for your consideration.

Owner:
Ira Zakariadze.

From: David Jurgens
To: Cook, Kyle
Date: 11/3/2006 5:05 AM
Subject: Fayetteville-Farmington Agenda Items For November 21

CC: Dumas, Gary
Kyle,

Do you want to put a placeholder on the 21 November agenda for the Farmington - Fayetteville sewer agreement?

In order to meet the normal deadline, I have to get these agenda items to the City Clerk today, and I think that some of the funding discussions we had at the W/S Committee meeting will be answered if these items are interlinked. Having the City Clerk do that now may reduce the potential for confusion later.

Thank you,

David

>>> David Jurgens 11/3/2006 4:58:11 am >>>
Lisa,

A series of related agenda items will be coming to you in the next few days for the November 21 meeting. These should be grouped together on the agenda. They will include

Farmington - Fayetteville sewer agreement
engineering contract amendment with RJN
engineering contract with RSR

I expect that Kyle will bring forward the Farmington - Fayetteville sewer agreement himself, possibly as an added item during the agenda session. The exact terms of the agreement are still being written, but it is very time sensitive in order to accomplish the required tasks in time.

I request that these items be placed in the order shown above, with the Farmington - Fayetteville sewer agreement coming first, so that the two engineering contracts are understood to be execution mechanisms invoked by the agreement.

The two engineering contracts will be in your office today, but the agreement is beyond my control.

It is possible there may be other items coming forward related to the agreement. I don't know of any at the moment, but I wouldn't rule out the possibility.

Thank you,

David

From: Kyle Cook
To: ssmith@ci.fayetteville.ar.us
Date: 11/3/2006 7:19 AM
Subject: Fwd: Fayetteville-Farmington Agenda Items For November 21
Attachments: Fayetteville-Farmington Agenda Items For November 21

CC: djurgens@ci.fayetteville.ar.us
Sondra,

Please allow a spot for the Farmington sewer agreement, as outlined in David's email, on the next agenda. Thanks.

Kyle



*This presentation
was given at
Agenda Session
11-21-06*

THE CITY OF FAYETTEVILLE, ARKANSAS

November 14, 2006

Members of City Council and
Citizens of Fayetteville

It gives me great pleasure to introduce to you Fayetteville's budget for 2007. Included in your budget document is my Budget Transmittal Letter which outlines in detail the budgetary goals for 2007, highlights from 2006, and a few comments on how this budget works to promote Fayetteville's guiding principles.

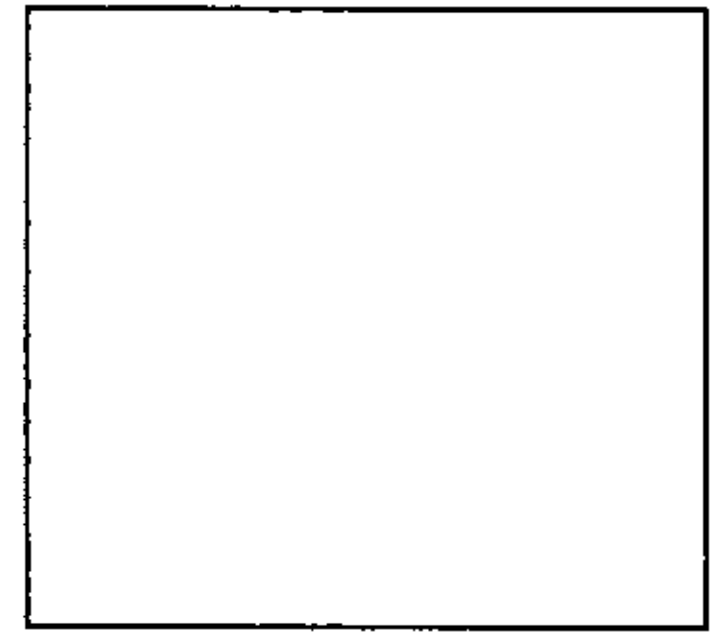
With a concerted effort by the staff working toward a clear set of goals from the administration, we are able to produce a very tight budget that best meets the needs of our city within our financial constraints. In short, this budget:

- Balances current revenue with current expenditures, and is balanced.
- Maintains the 50/50 split of the City sales tax between capital and operations.
- Provides for the implementation of the Compensation Study over a two year period.
- Allows for innovative funding of personnel through public-private partnerships and other cost-savings activities.
- And, most importantly, it continues to focus our in-house resources on completion of the WSIP, successful implementation of the Transportation Improvement Project, and consistent forward progress on our other capital programs.

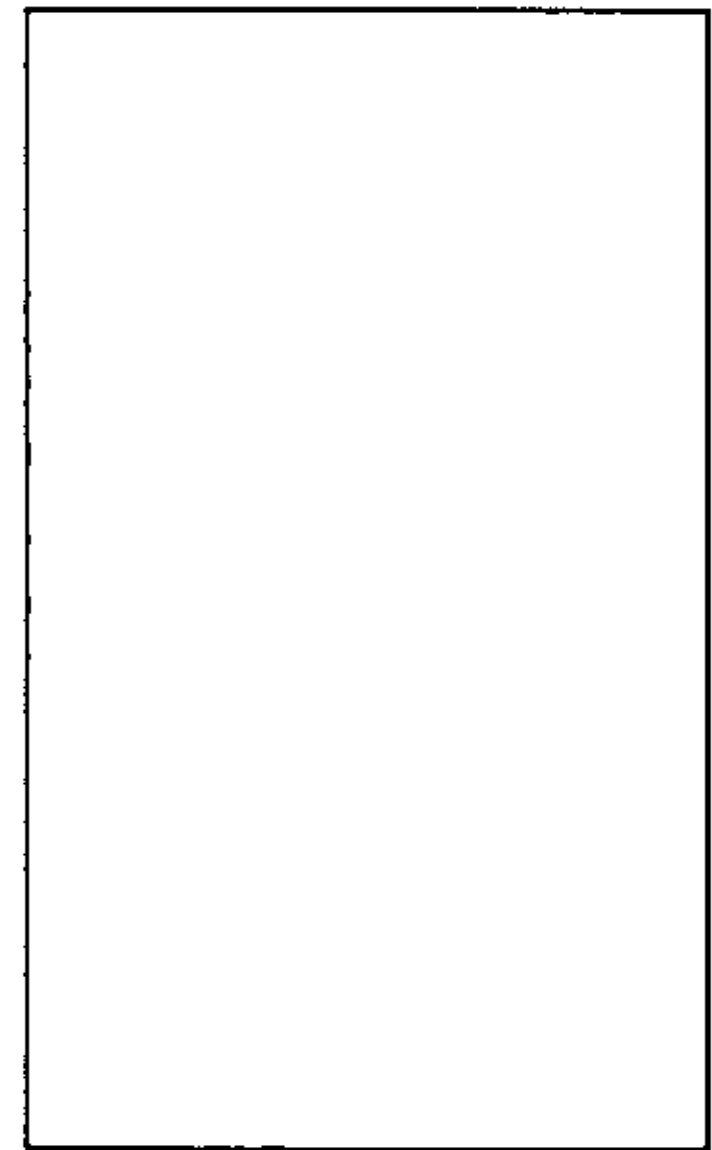
This budget document provides the City with a solid financial plan. I look forward to the opportunity to implement this plan together as we successfully address the challenges ahead and work collectively for the City's continued financial success.

A handwritten signature in black ink, appearing to read "Dan Coody", with a long, sweeping flourish extending from the end.

Dan Coody, Mayor

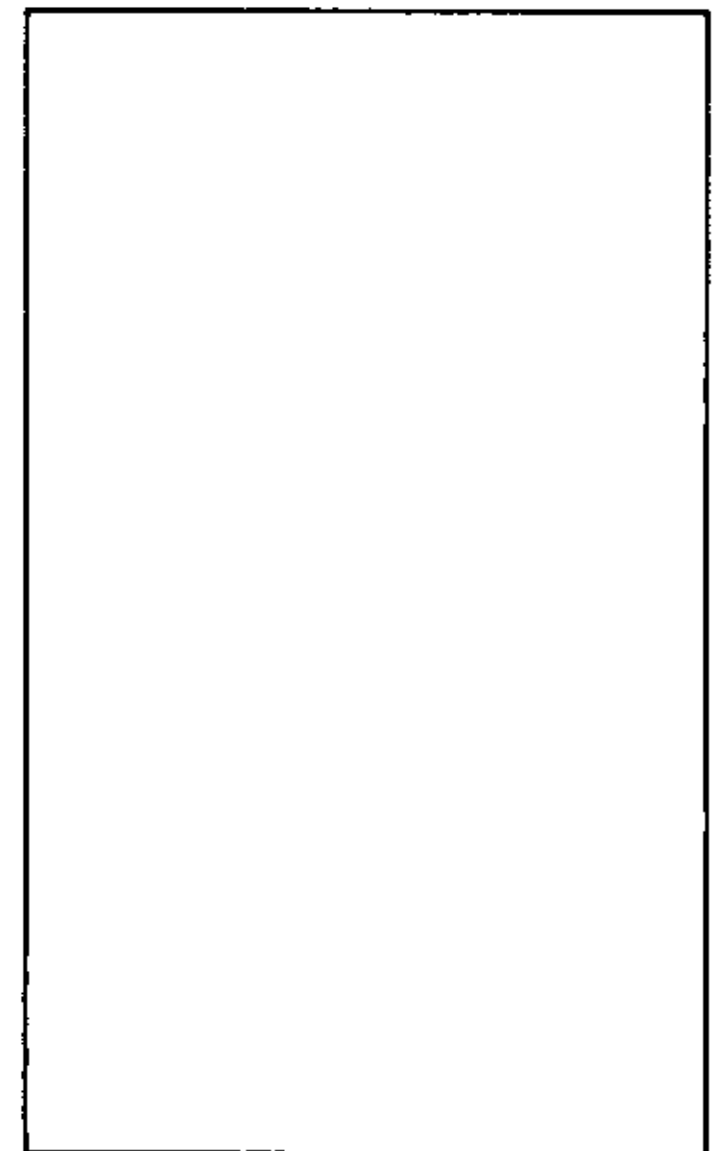


2007



City of Fayetteville, Arkansas

**Proposed Budget
Overview
November 14, 2006**



City of Fayetteville, Arkansas

2007 Proposed Budget Overview

I. General Fund:

1. October Presentation Compared to Final 2007 Proposed Budget *Page 2*
2. 2007 Guidelines and Assumptions for Revenues and Expenses *Page 3*
3. General Fund – Revenues and Expenses 2007 Compared to 2006 Estimated *Page 4*

II. Total Funds:

1. All Funds - Summary of 2007 Fund Expenditures Compared to 2006 by Fund *Page 5*
2. All Funds - Summary of 2007 Fund Expenditures Compared to 2006 by Category *Page 6*
3. All Funds - Summary of 2007 Revenue Budget Compared to 2006 by Source *Page 7*
4. All Funds – 2007 Revenues & Expenditures: Flow of Funds Analysis *Page 8*

City of Fayetteville, Arkansas
General Fund

	October 10 Presentation	Adjustments	2007 Proposed Budget
<u>Revenues:</u>			
Property Tax	\$ 1,257,000	\$ 6,000	\$ 1,263,000
Sales Tax - County	12,231,700	(83,000)	12,148,700
Sales Tax - City	8,282,000	(79,400)	8,202,600
Alcoholic Beverage Taxes	452,000	0	452,000
Franchise Fees	4,847,000	69,000	4,916,000
Licenses & Permits	1,264,000	(100)	1,263,900
Intergovernmental	2,055,000	0	2,055,000
Charges for Services	1,484,500	59,500	1,544,000
Fines & Forfeitures	1,625,000	0	1,625,000
Investment Earnings	627,000	0	627,000
Other	115,000	0	115,000
Transfer In - Off Street Parking	50,000	0	50,000
Total Revenues	<u>34,290,200</u>	<u>(28,000)</u>	<u>34,262,200</u>
<u>Expenditures:</u>			
General Government:	3,096,607	(13,096)	3,083,511
Salary & Health Insurance Contingency	963,000	(284,700)	678,300
Cost Reimbursements	(2,195,208)	(4,024)	(2,199,232)
Outside Agencies	780,303	(30,000)	750,303
Fayetteville Public Library	1,637,196	0	1,637,196
Operations	7,789,499	(199,170)	7,590,329
Finance	2,626,488	(18,764)	2,607,724
Police	12,601,092	(176,974)	12,424,118
Fire	7,819,423	(129,472)	7,689,951
Total Expenditures	<u>35,118,400</u>	<u>(856,200)</u>	<u>34,262,200</u>
Surplus/(Deficit)	<u>\$ (828,200)</u>		<u>\$ 0</u>

Changes:

- * Reduction in County and City Sales Taxes
- * Increase in Other Revenues - Principally Franchise Fees and Charges for Services
- * Reduction of 2% of Payroll - Estimating 98% of employment
- * Reduction of Other Expenses of \$571,500

2007 General Fund Guidelines

- Produce a balanced budget or current revenues equal to current expenses.
- Provide funding for the implementation of the compensation study within the framework of a balanced budget.

2007 General Fund Assumptions

Revenues:

- Revenue for the City Sales tax is projected to increase at a rate of 3%.
- Revenue for the County Sales Tax is projected to increase at a rate of 4%.
- Revenue for Franchise Fees is projected to increase at a rate of 6%.
- Revenue from Intergovernmental Sources is projected to increase at a rate of 3%.
- Revenue for Property Taxes is projected to increase at a rate of 9%.
- Other revenues are generally expected to increase by 2.3%, depending on 2006 patterns.

Expenses:

- Payroll expenditures are based on 98% of full employment. Therefore, a 2% vacancy allowance has been factored into the General Fund budget.

City of Fayetteville, Arkansas
General Fund
2007 Compared to 2006 Estimated (Less Re-budgets)

	Estimated 2006	Budgeted 2007	Amount Change	Percent Change
<u>Revenues:</u>				
Property Tax	\$ 1,158,300	\$ 1,263,000	\$ 104,700	9.04%
Sales Tax - County	11,681,000	12,148,700	467,700	4.00%
Sales Tax - City	7,963,700	8,202,600	238,900	3.00%
Alcoholic Beverage Taxes	429,800	452,000	22,200	5.17%
Franchise Fees	4,635,000	4,916,000	281,000	6.06%
Licenses & Permits	1,239,000	1,263,900	24,900	2.01%
Intergovernmental	1,994,000	2,055,000	61,000	3.06%
Charges for Services	1,408,000	1,544,000	136,000	9.66%
Fines & Forfeitures	1,553,000	1,625,000	72,000	4.64%
Investment Earnings	676,000	627,000	(49,000)	-7.25%
Other	162,000	115,000	(47,000)	-29.01%
Transfer In - Off Street Parking	50,000	50,000	0	0.00%
Total Revenues	<u>32,978,003</u>	<u>34,262,200</u>	<u>1,284,197</u>	<u>3.95%</u>
<u>Expenditures:</u>				
General Government:	2,902,048	3,083,511	181,463	6.25%
Salary & Health Insurance Contingency	0	678,300	678,300	
Cost Reimbursements	(1,995,016)	(2,199,232)	(204,216)	10.24%
Outside Agencies	750,292	750,303	11	0.00%
Fayetteville Public Library	1,535,970	1,637,196	101,226	6.59%
Transfers Out	153,205	0	(153,205)	-100.00%
Operations	7,359,130	7,590,329	231,199	3.14%
Finance	2,536,186	2,607,724	71,538	2.82%
Police	12,254,406	12,424,118	169,712	1.38%
Fire	7,277,328	7,689,951	412,623	5.67%
Total Expenditures	<u>32,773,549</u>	<u>34,262,200</u>	<u>1,488,651</u>	<u>4.52%</u>
Surplus/(Deficit)	\$ <u>204,454</u>	\$ <u>0</u>	\$ <u>(204,454)</u>	

Significant Increases in 2007:

* Full Impact of 2006 Salary Increase COLA is Estimated To Be	748,600
* New Personnel - Fire Department	209,980
* Health Insurance Increase	150,500
* Temporary Transfer of Prosecutor's Office	45,250
* Transfer to Drug Task Force	58,095
* Software Maintenance	52,371
* Unemployment Insurance	25,000

All Funds - Overall Summary
2006 Adopted Budget Compared to 2007 Proposed Budget - Expenditures by Fund
Accrual Basis (Includes Depreciation)

Funding Source	Adopted 2006	Proposed 2007	Amount Change	Percent Change
General	\$ 32,239,792	\$ 34,302,200	\$ 2,062,408	6.40%
Water & Sewer	29,634,078	30,732,088	1,098,010	3.71%
Solid Waste	8,577,580	9,522,029	944,449	11.01%
Shop	9,993,898	8,493,270	(1,500,628)	-15.02%
Street	4,579,303	4,292,600	(286,703)	-6.26%
Airport	2,484,783	2,388,020	(96,763)	-3.89%
Advertising & Promotion	2,240,100	2,386,100	146,000	6.52%
Parks Development	2,843,081	2,364,782	(478,299)	-16.82%
Community Development	716,351	653,244	(63,107)	-8.81%
Drug Law Enforcement	473,681	495,706	22,025	4.65%
Off Street Parking	374,809	391,000	16,191	4.32%
Other Funds	631,134	552,643	(78,491)	-12.44%
Debt Service Funds	9,340,005	17,008,850	7,668,845	82.11%
Capital Project Funds	11,106,270	10,846,500	(259,770)	-2.34%
Pension Funds	2,964,639	3,142,579	177,940	6.00%
Total - All Funding Sources	\$ 118,199,504	\$ 127,571,611	\$ 9,372,107	7.93%

Note:

- * Increase is \$9,372,107
- * Primary Sources of the Increase
 - \$7,668,845 for Debt Service Payments for 2006 Bond Issues
 - \$2,062,408 for General Fund
- * Decrease in Shop Fund is due to Depreciation Adjustment

All Funds
Summary of Fund Expenditures by Category
Accrual Basis (Includes Depreciation)

Category	Adopted 2006	Proposed 2007	Amount Change	Percent Change
Personnel	\$ 38,413,063	\$ 41,799,464	\$ 3,386,401	8.82%
Materials & Supplies	5,678,767	5,853,480	174,713	3.08%
Services & Charges	16,811,499	16,879,588	68,089	0.41%
Maintenance	1,210,307	1,225,334	15,027	1.24%
Internal Charges	4,138,848	4,234,590	95,742	2.31%
Purchased Water	6,300,000	6,500,000	200,000	3.17%
W.W.T.P. Operations	5,043,593	5,917,521	873,928	17.33%
Total Operating Expenses	<u>77,596,077</u>	<u>82,409,977</u>	<u>4,813,900</u>	<u>6.20%</u>
Transfers	1,711,383	2,587,635	876,252	51.20%
Debt Service	10,607,006	18,322,864	7,715,858	72.74%
Capital	17,959,520	15,356,475	(2,603,045)	-14.49%
Depreciation	10,325,518	8,894,660	(1,430,858)	-13.86%
Total Expenses	<u>\$ 118,199,504</u>	<u>\$ 127,571,611</u>	<u>\$ 9,372,107</u>	<u>7.93%</u>

All Funds
Summary of Fund Revenues by Source

Source	Adopted 2006	Proposed 2007	Amount Change	Percent Change
Sales Tax	\$ 44,868,300	\$ 49,418,200	\$ 4,549,900	10.14%
Water Sales	13,456,892	14,037,800	580,908	4.32%
Sewer Service	12,786,700	12,975,900	189,200	1.48%
Charges for Services	9,235,791	10,274,400	1,038,609	11.25%
Solid Waste	7,695,500	8,248,400	552,900	7.18%
Intergovernmental	7,313,094	7,509,664	196,570	2.69%
Franchise Fees	4,189,400	5,051,900	862,500	20.59%
Investments	4,344,500	3,880,380	(464,120)	-10.68%
Property Tax	1,871,100	2,090,100	219,000	11.70%
Fines & Forfeitures	1,621,300	1,752,200	130,900	8.07%
Other	1,681,620	1,574,175	(107,445)	-6.39%
Total Operating Revenues	<u>109,064,197</u>	<u>116,813,119</u>	<u>7,748,922</u>	<u>7.10%</u>
Transfers In	1,727,383	2,587,635	860,252	49.80%
Capital Project Reserves/Fund Balance	<u>7,407,924</u>	<u>8,170,857</u>	<u>762,933</u>	<u>10.30%</u>
Total Revenues	<u>\$ 118,199,504</u>	<u>\$ 127,571,611</u>	<u>\$ 9,372,107</u>	<u>7.93%</u>

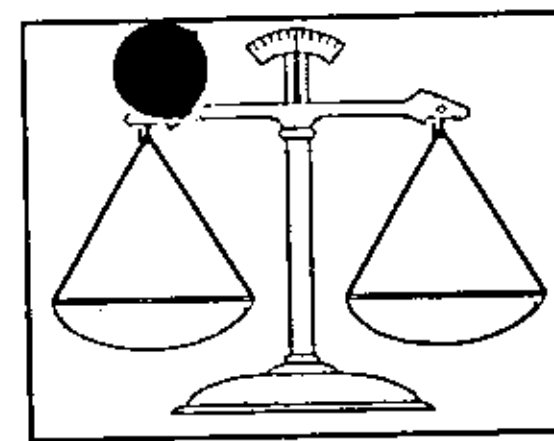
2007 Proposed Budget
All Funds Summary - Flow of Funds Analysis

	On-Going Operations			Capital Expenses	Total Surplus (Deficit)
	Revenues	Expenses	Surplus (Deficit)		
<u>General Fund:</u>					
General	\$ 34,302,200	\$ 34,302,200	\$ 0	\$ 0	\$ 0
<u>Special Revenue Funds:</u>					
Street	4,292,600	4,292,600	0	0	0
Advertising & Promotion	2,386,100	2,386,100	0	0	0
Off Street Parking	403,000	391,000	12,000	0	12,000
Community Development	653,244	653,244	0	0	0
Parks Development	2,369,500	1,609,782	759,718	755,000	4,718
Impact Fee	1,493,000	0	1,493,000	1,493,000	0
Drug Law Enforcement	496,195	495,706	489	0	489
<u>Enterprise/Internal Funds: (Cash Basis)</u>					
Water & Sewer	28,124,800	23,282,400	4,842,400	2,607,288	2,235,112
Solid Waste	8,651,000	8,382,529	268,471	955,000	(686,529)
Airport	805,100	888,020	(82,920)	0	(82,920)
Shop	6,464,000	3,883,270	2,580,730	2,610,000	(29,270)
Town Center	691,965	184,883	507,082	0	507,082
<u>Capital Project Funds:</u>					
Replacement & Disaster Recovery	201,200	201,200	0	0	0
Sales Tax Capital Improvements	8,992,600	1,326,275	7,666,325	7,666,325	0
Wastewater System Improvements	159,700	157,000	2,700	2,700	0
<u>Debt Service Funds:</u>					
Fire Bond	831,875	801,150	30,725	0	30,725
TIF Bond	59,000	59,000	0	0	0
Wastewater Imp. Sales Tax Bond	16,148,700	16,148,700	0	0	0
<u>Trust Funds:</u>					
Police Pension	1,104,760	1,620,692	(515,932)	0	(515,932)
Fire Pension	810,215	1,521,887	(711,672)	0	(711,672)
	\$ 119,440,754	\$ 102,587,638	\$ 16,853,116	\$ 16,089,313	\$ 763,803

* NOTE: Total expenditure under this analysis excludes depreciation of \$8,894,660 which results in total expenditures of \$127,571,611.

All funds show a surplus before capital, other than Airport Fund which is minimal and Trust Funds.

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



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody, Mayor**

THRU: **Sondra Smith, City Clerk**

FROM: **Kit Williams, City Attorney**

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

DATE: **November 22, 2006**

RE: **Passed Ordinances and Resolutions from City Council meeting
of November 21, 2006**

1. **BKD, LLP:** Resolution approving annual contract renewal with Baird, Kurtz & Dobson in amount of \$65,000.00 to provide independent audit services to City;
2. **The Southern Company NLR, Inc.:** Resolution approving contract with The Southern Company of NLR, Inc. in amount of \$231,738.00 for purchase and construction of fuel tanks and dispensing system at Happy Hollow Maintenance Complex; and approving budget adjustment in amount of \$256,738.00 which includes \$25,000.00 for site preparation, concrete and asphalt;
3. **Williams Tractor Co.:** Resolution awarding Bid #06-61 and approving purchase of one Medium Track Excavator from Williams Tractor Co. in amount of \$98,747.00 for use by Transportation Division; and approving budget adjustment in amount of \$100,000.00;
4. **Alpha Utilities, Inc.:** Resolution approving contract with Alpha Utilities, Inc. in amount of \$1,185,000.00 for improvements to 36" and 42" water transmission mains from Beaver Water District to City of Fayetteville; approving a 4% contingency in amount of \$47,000.00 and budget adjustment in amount of \$73,677.00;

5. **Garver Engineers, LLC:** Resolution awarding engineering contract to Garver Engineers, LLC in amount not to exceed \$227,550.00 for traffic studies, conceptual design services, surveys, and related services associated with Cato Springs Road (Technology Corridor) Project;
6. **CEI Engineering Assoc. Inc.:** Resolution awarding engineering contract to CEI Engineering Assoc. Inc. in amount not to exceed \$88,380.00 for survey, design and bidding services associated with Gregg Avenue Improvements Project;
7. **Carter & Burgess, Inc.:** Resolution awarding engineering contract to Crater & Burgess, Inc. in amount not to exceed \$233,148.00 for survey, design, bidding and related services associated with Garland Avenue (Hwy. 112) Improvement Project between I-540 and Howard Nickell Road;
8. **Wayest Safety, Inc.:** Resolution awarding Bid #06-62 and approving purchase of replacement personal protective equipment from Wayest Safety, Inc. in amount of \$159,740.00 for use by Fayetteville Fire Department;
9. **Fayetteville Natural Heritage Assoc. Inc.:** Resolution applying cost of up to \$80,000.00 of the pavilion to be built in Mount Sequoyah Woods to remaining \$100,000.00 due for purchase of all developmental rights in Mount Sequoyah Woods by Fayetteville Natural Heritage Assoc., Inc.;
10. **Buffco Inc. Taxi Service:** Resolution granting Certificate of Public Convenience and Necessity to Buffco Inc. for operation of four to ten taxicabs within the City of Fayetteville;
11. **ADM 06-2324:** Ordinance amending Title XV: United Development Code of the Code of Fayetteville to Amend various sections of Code in order to implement the Supplementary District Regulations for Downtown Master Plan Area;
12. **RZN 06-2291:** Ordinance approving RZN 06-2291 submitted by Jorgensen & Assoc. for property located at 2805 E. Huntsville Road, for approximately 3.42 acres, rezoning subject property from RSF-1, Residential Single Family, one unit per acre, R-A, Residential Agricultural, and C-1, Neighborhood Commercial to C-1, Neighborhood Commercial;

13. VAC 06-2290: Ordinance approving VAC 06-2290 submitted by Richard L. Grubbs for property located at Lot 6 Block 1 of the North Point Subdivision on Point circle, vacating a portion of utility easement on subject property;

14. Assign Annexed Territory to Ward 4: Ordinance to attach and incorporate approximately 1,419.3 acres of land into the Corporate Limits of City of Fayetteville pursuant to annexation election of October 10, 2006, assign all this territory to Ward Four and to assign the zoning designation of R-A to all parcels;

15. J.B. Hays & Charles Sloan Land Sale: Ordinance waiving requirements of §34.27 of the Fayetteville Code of Ordinances and to authorize sale of approximately 36.62 acres of Westside Treatment Plant site to J.B. Hays and Charles Sloan for \$1,166,367.00;

16. Harmony Pointe & Copper Creek Playgrounds: Ordinance waiving requirements of formal competitive bidding and approving purchase of playground equipment from Gametime by Southwest Parks and Playgrounds, L.P. in amount of \$85,161.00 for Harmony Pointe and Copper Creek Parks;

17. Solid Waste & Recycling Purchase: Ordinance waiving requirements of competitive bidding indefinitely for purchase of 2 to 8 yard dumpsters, roll-off style boxes, compactors and receiver boxes;

18. VAC 06-2337: Ordinance approving VAC 06-2337 submitted by Kevin Pittman for property located at 1985 Purva Place, vacating portion of 25 foot utility easement located along southern property line adjacent to New Bridge Road.

Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

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

AFFIDAVIT OF PUBLICATION

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

FINAL AGENDA

Was inserted in the Regular Editions:

November 20, 2006

Publication Charge: \$263.75

Subscribed and sworn to before me

This 20 day of November 2006.

Notary Public



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

My Commission Expires:

RECEIVED

NOV 29 2006

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

**FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
NOVEMBER 21, 2006**



A meeting of the Fayetteville City Council will be held on November 21, 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**

Nancy Gordon Allen Oath of Office - Judge Rudy Moore

A. CONSENT:

- 1. Approval of the October 17, 2006 City Council meeting minutes and the October 19, 2006 Special City Council meeting minutes.**
- 2. Baird, Kurtz & Dobson (BKD), LLP:** A resolution approving the annual contract renewal with Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$65,000.00 to provide independent audit services to the City of Fayetteville.
- 3. The Southern Company NLR, Inc:** A resolution approving a contract with The Southern Company of NLR, Inc. in the amount of \$231,738.00 for the purchase and construction of fuel tanks and dispensing system at the Happy Hollow Maintenance Complex; and approving a budget adjustment in the amount of \$256,738.00 which includes \$25,000.00 for site preparation, concrete and asphalt.
- 4. Williams Tractor Company:** A resolution awarding Bid #06-61 and approving the purchase of one (1) Medium Track Excavator from Williams Tractor Company in the amount of \$98,747.00 for use by the Transportation Division; and approving a budget adjustment in the amount of \$100,000.00.
- 5. Alpha Utilities, Inc:** A resolution approving a contract with Alpha Utilities, Inc. in the amount of \$1,185,000.00 for improvements to the 36" and 42" water transmission mains from Beaver Water District to the City of Fayetteville; approving a four percent (4%) contingency in the amount of \$47,000.00 and approving a budget adjustment in the amount of \$734,677.00.
- 6. Garver Engineers, LLC:** A resolution awarding an engineering contract to Garver Engineers, LLC in an amount not to exceed \$227,550.00 for traffic studies, conceptual design services, surveys, and related services associated with the Cato Springs Road (Technology Corridor) Project.
- 7. CEI Engineering Associates, Inc:** A resolution awarding an engineering contract to CEI Engineering Associates, Inc. in an amount not to exceed \$88,380.00 for survey, design and bidding services associated with the Gregg Avenue Improvements Project.
- 8. Carter & Burgess, Inc:** A resolution awarding an engineering contract to Carter & Burgess, Inc. in an amount not to exceed \$233,148.00 for survey, design, bidding and related services associated with the Garland Avenue (Highway 112) Improvements Project between I-540 and Howard Nickell Road.
- 9. Wayest Safety, Inc:** A resolution awarding Bid #06-62 and approving the purchase of replacement personal protective equipment from Wayest Safety, Inc. in the amount of \$159,740.00 for use by the Fayetteville Fire Department.
- 10. Fayetteville Natural Heritage Association, Inc:** A resolution to apply the cost of up to \$80,000.00 of the pavilion to be built in Mount Sequoyah Woods to the remaining \$100,000.00 due for the purchase of all developmental rights in Mount Sequoyah Woods by the Fayetteville Natural Heritage Association, Inc.

B. PUBLIC HEARINGS:

- 1. Buffco Inc. Taxi Service:** A resolution granting a Certificate of Public Convenience and Necessity to Buffco Inc. for the operation of four (4) to ten (10) taxicabs within the City of Fayetteville, Arkansas. *This resolution was tabled at the November 7, 2006 City Council meeting to the November 21, 2006 City Council meeting.*

C. UNFINISHED BUSINESS:

- 1. R-PZD 06-2191, University Club Tower:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2191, University Club Tower, located north of Lowe's Home Center, east of College Avenue (Highway 71), containing approximately 10.39 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*
- 2. R-PZD 06-2256, 932 Garland:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2256, 932 Garland, located at 932 Garland, between Berry and Hughes Street, containing approximately 0.84 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*
- 3. ADM 06-2324 Amend Title XV: DMP Supplementary District Regulations:** An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend various sections of the code in order to implement the Supplementary District Regulations for the Downtown Master Plan Area. *This ordinance was left on the Second Reading at the November 7, 2006 City Council meeting.*
- 4. Emerald Point ADM 06-2282 Appeal:** An appeal of the Planning Commission's decision regarding ADM 06-2282 (Emerald Point). *This appeal was Tabled at the November 7, 2006 City Council meeting to the November 21, 2006 City Council meeting.*
- 5. Sunbridge Villas R-PZD 06-2213 Appeal:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2213, Sunbridge Villas, located northwest of Sunbridge Drive and Villa Blvd., Villa Mobile Home Park, containing approximately 20.92 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*

D. NEW BUSINESS:

- 1. RZN 06-2291, HWY 16 Animal Hospital:** An ordinance approving RZN 06-2291 submitted by Jorgensen and Associates for property located at 2805 East Huntsville Road, for approximately 3.42 acres, rezoning the subject property from RSF-1, Residential Single-Family, one unit per acre, R-A, Residential Agricultural, and C-1, Neighborhood Commercial to C-1, Neighborhood Commercial.
- 2. R-PZD 06-1884, Westside Village:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-1884, Westside Village, located south of Wedington, east of Ruppel Road, containing approximately 21.63 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan.
- 3. VAC 06-2290, Grubbs:** An ordinance approving VAC 06-2290 submitted by Richard L. Grubbs for property located at Lot 6 Block 1 of the Northpoint Subdivision on Point Circle, vacating a portion of a utility easement on the subject property.
- 4. ADM 06-2252 Future Land Use Map:** A resolution adopting the Future Land Use Map and associated text as part of the City Plan 2025 Comprehensive Land Use Plan for the City of Fayetteville.
- 5. Assign Annexed Territory to Ward 4:** An ordinance to attach and incorporate approximately 1,419.3 acres of land into the corporate limits of the City of Fayetteville pursuant to the annexation election of October 10, 2006, assign all this territory to Ward 4 and to assign the zoning designation of R-A to all parcels.
- 6. J.B. Hays and Charles Sloan Land Sale:** An ordinance to waive the requirements of \$34.27 of the Fayetteville Code of Ordinances and to authorize the sale of approximately 36.62 acres of the Westside Treatment Plant site to J.B. Hays and Charles Sloan for \$1,166,367.00.
- 7. Harmony Pointe and Copper Creek Playgrounds:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of playground equipment from Game Time by Southwest Parks & Playgrounds, L.P. in the amount of \$85,161.00 for Harmony Pointe and Copper Creek Parks.
- 8. Solid Waste and Recycling Purchase:** An ordinance waiving the requirements of formal competitive bidding indefinitely for the purchase of 2 to 8 yard dumpsters, roll-off style boxes, compactors and receiver boxes.
- 9. RJN Group, Inc:** A resolution approving Contract Amendment #4 to the agreement for Professional Engineering Services with RJN Group, Inc. in the amount of \$953,049.00 to provide design and construction phase services pertaining to technical design, engineering, Corps of Engineers and stormwater permit issues for the West Side and Farmington area Wastewater System Improvements Project (subprojects WL-10, WL-11 and WL-12); and approving a contingency in the amount of \$40,000.00.
- 10. Robinson, Stafford and Rude, Inc:** A resolution approving a contract for Professional Engineering Services with Robinson, Stafford and Rude, Inc. (RSR) in the amount of \$39,844.00 (to be wholly reimbursed by the City of Farmington) to provide value engineering services for the Farmington and West Fayetteville Area Wastewater System Improvement Project engineering design.
- 11. Proposed 2007 Annual Budget & Work Program:** A resolution adopting the 2007 Annual Budget and Work Program as approved and amended.
- 12. VAC 06-2337 Kevin Pittman:** An ordinance approving VAC 06-2337 submitted by Kevin Pittman for property located at 1985 Purva Place, vacating a portion of the 25 foot utility easement located along the southern property line adjacent to New Bridge Road.

E. INFORMATIONAL:

City Council Tour: November 20, 2006 -4:30 PM

RECEIVED
NOV 29 2006
9 2006
CITY OF FAYETTEVILLE
ARK'S OFFICE



To: Sondra Smith, City Clerk
From: ^{C.E.} Connie Edmonston, Parks and Recreation Director
Date: November 17, 2006
Subject: City Council Meeting November 21, 2006

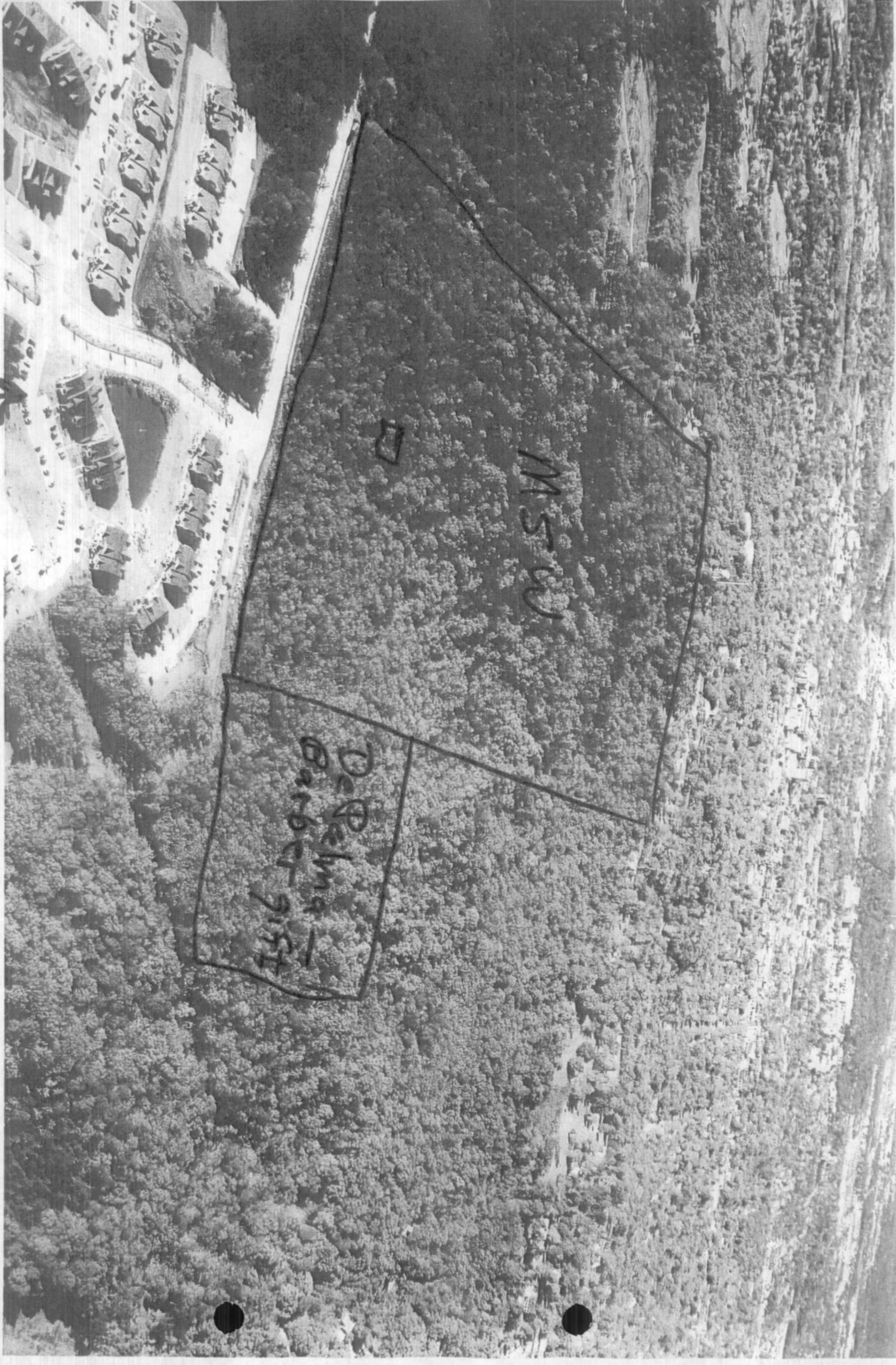
Please hand these attachments out at the Tuesday November 21 City Council Meeting. This is information from Pete Heinzelman – Consent Item Mount Sequoyah Pavilion. There are 13 copies.

Nov. 21, '06

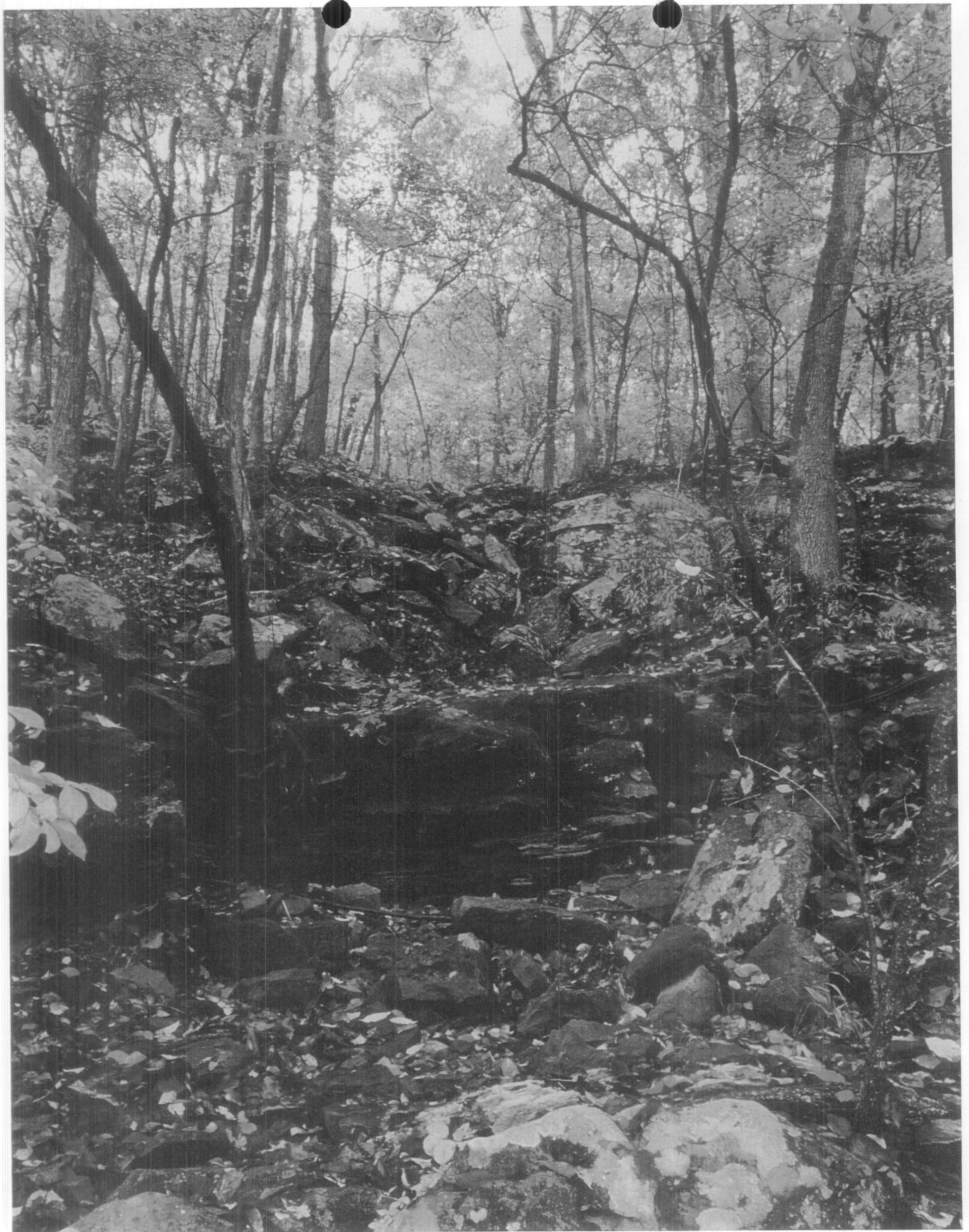
Thank you for preserving
Mt. Sequoyah Woods and supporting
the Fayetteville Natural Heritage Association's
efforts. The pavilion, I believe,
will become a landmark in
an incredible natural area right
in Fayetteville.

Pete Heingelman
FNHA chairman

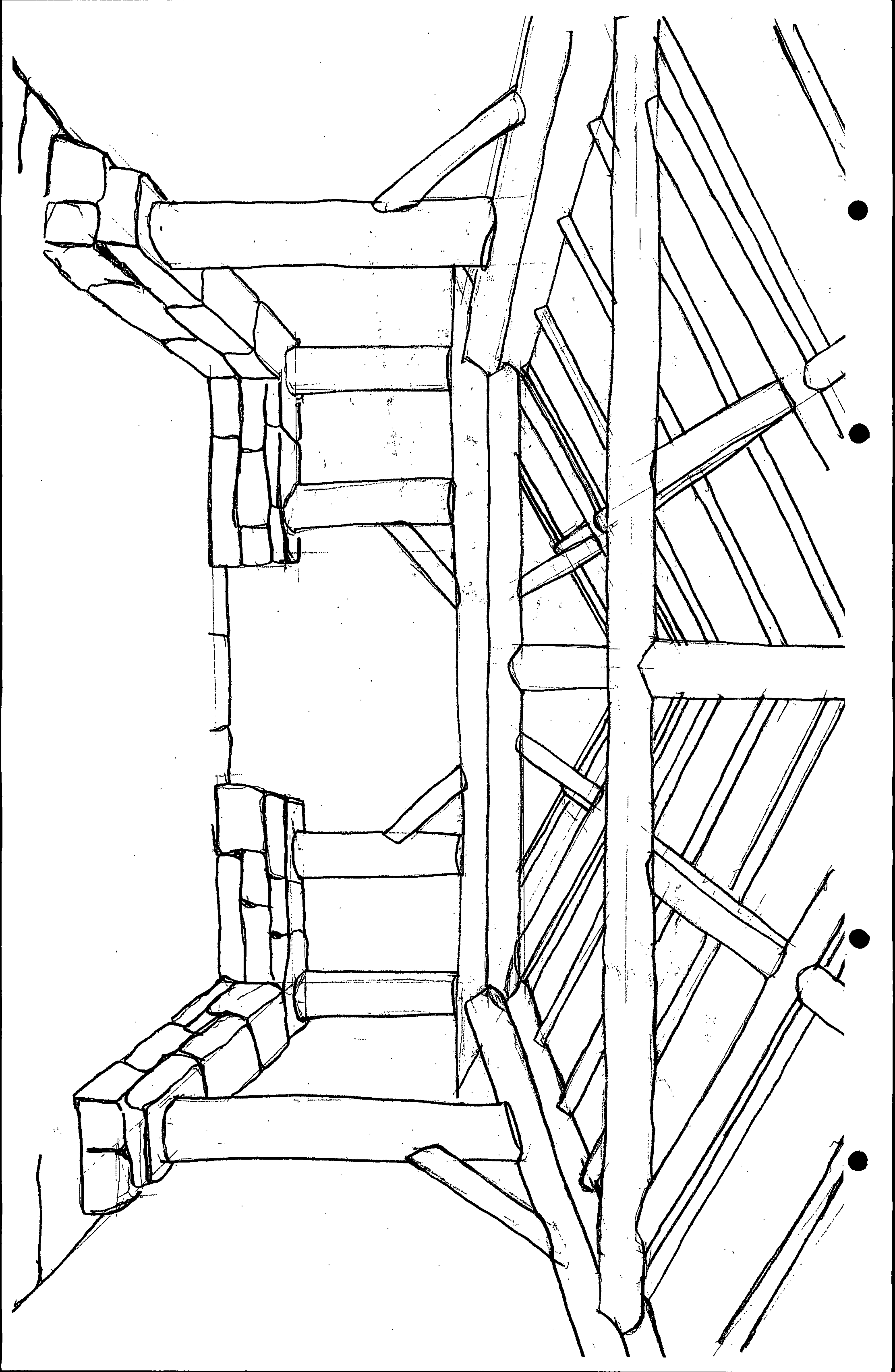
West ↑

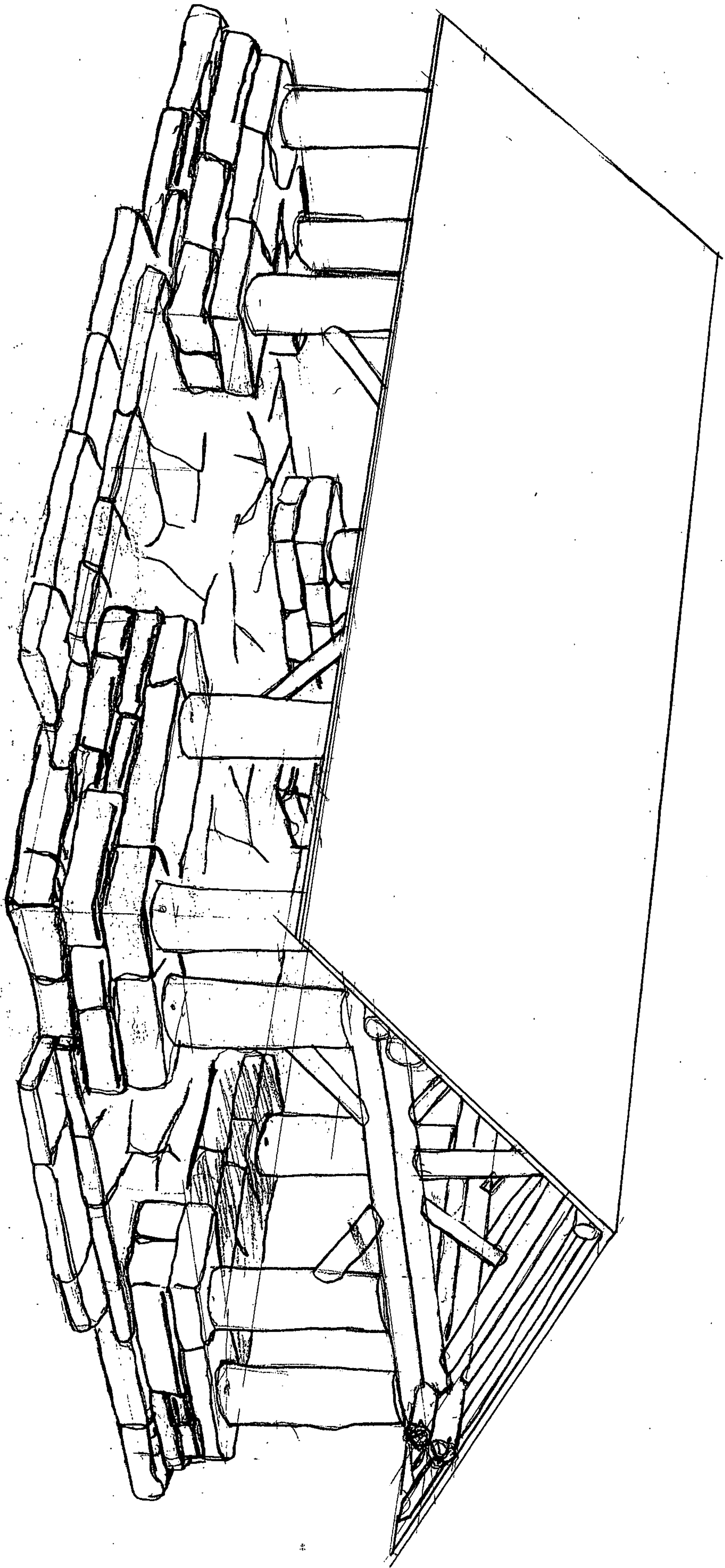


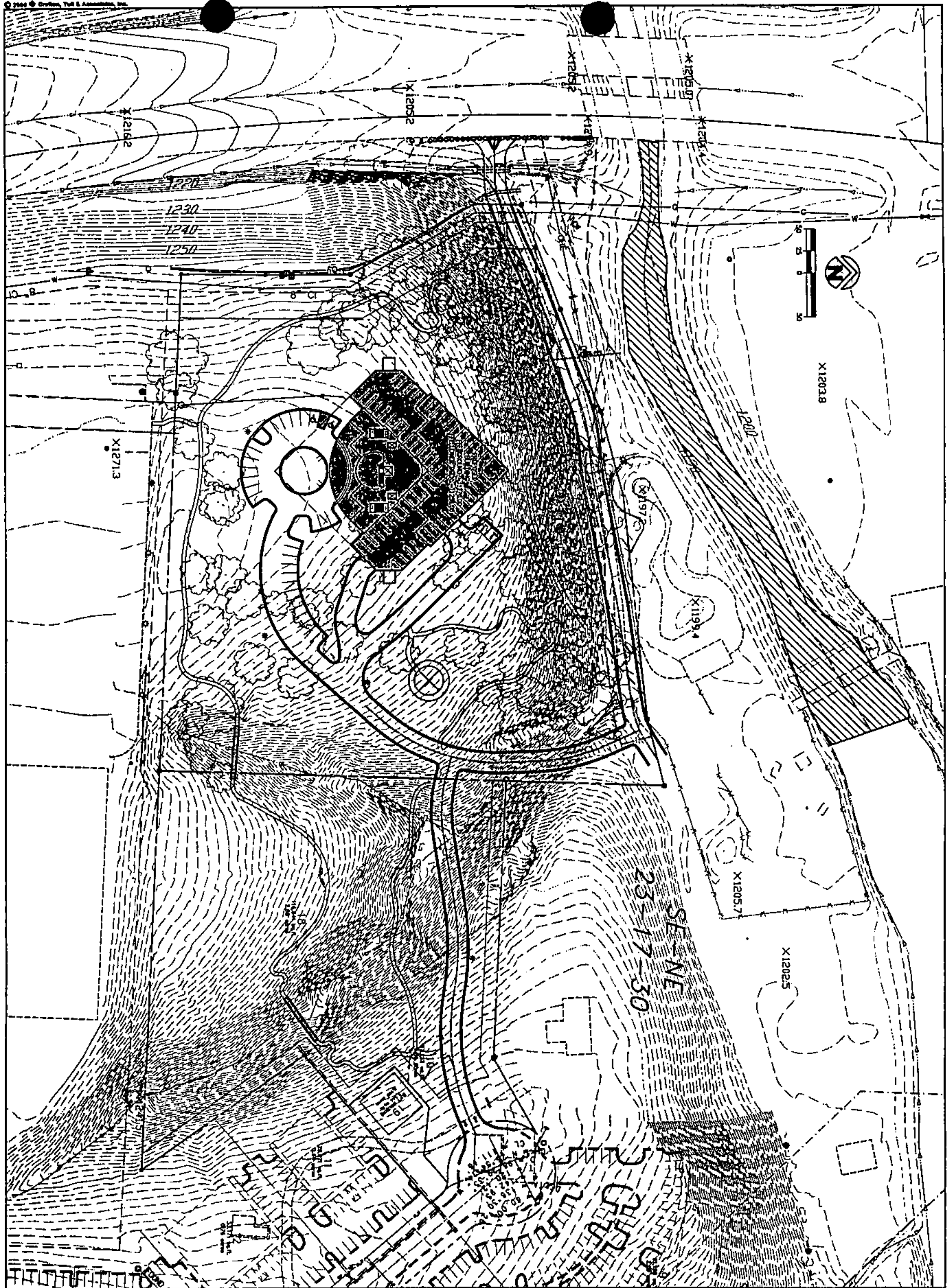
Cliffs apt. ↑











11/06/08	061031-00
	0.0115

UNIVERSITY CLUB TOWER
 FAYETTEVILLE, AR
 LSDP

 **Crafton, Tull & Associates, Inc.**
 901 N. 47th Street, Suite 200, Rogers, AR 72758
 479.636.4838 FAX: 479.631.6224 www.craftontull.com
 Architects, Engineers & Surveyors

--

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 – Nancy Gordon Allen
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
November 21, 2006**

A meeting of the Fayetteville City Council will be held on November 21, 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**

Nancy Gordon Allen Oath of Office – Judge Rudy Moore

A. CONSENT:

- 1. Approval of the October 17, 2006 City Council meeting minutes and the October 19, 2006 Special City Council meeting minutes.**
- 2. Baird, Kurtz & Dobson (BKD), LLP:** A resolution approving the annual contract renewal with Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$65,000.00 to provide independent audit services to the City of Fayetteville.
- 3. The Southern Company NLR, Inc:** A resolution approving a contract with The Southern Company of NLR, Inc. in the amount of \$231,738.00 for the purchase and construction of fuel tanks and dispensing system at the Happy Hollow Maintenance Complex; and approving a budget adjustment in the amount of \$256,738.00 which includes \$25,000.00 for site preparation, concrete and asphalt.
- 4. Williams Tractor Company:** A resolution awarding Bid #06-61 and approving the purchase of one (1) Medium Track Excavator from Williams Tractor Company in the amount of \$98,747.00 for use by the Transportation Division; and approving a budget adjustment in the amount of \$100,000.00.

5. **Alpha Utilities, Inc:** A resolution approving a contract with Alpha Utilities, Inc. in the amount of \$1,185,000.00 for improvements to the 36" and 42" water transmission mains from Beaver Water District to the City of Fayetteville; approving a four percent (4%) contingency in the amount of \$47,000.00 and approving a budget adjustment in the amount of \$734,677.00.
6. **Garver Engineers, LLC:** A resolution awarding an engineering contract to Garver Engineers, LLC in an amount not to exceed \$227,550.00 for traffic studies, conceptual design services, surveys, and related services associated with the Cato Springs Road (Technology Corridor) Project.
7. **CEI Engineering Associates, Inc:** A resolution awarding an engineering contract to CEI Engineering Associates, Inc. in an amount not to exceed \$88,380.00 for survey, design and bidding services associated with the Gregg Avenue Improvements Project.
8. **Carter & Burgess, Inc:** A resolution awarding an engineering contract to Carter & Burgess, Inc. in an amount not to exceed \$233,148.00 for survey, design, bidding and related services associated with the Garland Avenue (Highway 112) Improvements Project between I-540 and Howard Nickell Road.
9. **Wayest Safety, Inc:** A resolution awarding Bid #06-62 and approving the purchase of replacement personal protective equipment from Wayest Safety, Inc. in the amount of \$159,740.00 for use by the Fayetteville Fire Department.
10. **Fayetteville Natural Heritage Association, Inc:** A resolution to apply the cost of up to \$80,000.00 of the pavilion to be built in Mount Sequoyah Woods to the remaining \$100,000.00 due for the purchase of all developmental rights in Mount Sequoyah Woods by the Fayetteville Natural Heritage Association, Inc.

B. PUBLIC HEARINGS:

1. **Buffco Inc. Taxi Service:** A resolution granting a Certificate of Public Convenience and Necessity to Buffco Inc. for the operation of four (4) to ten (10) taxicabs within the City of Fayetteville, Arkansas. *This resolution was tabled at the November 7, 2006 City Council meeting to the November 21, 2006 City Council meeting.*

C. UNFINISHED BUSINESS:

1. **R-PZD 06-2191, University Club Tower:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2191, University Club Tower, located north of Lowe's Home Center, east of College Avenue (Highway 71), containing approximately 10.39 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*
2. **R-PZD 06-2256, 932 Garland:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2256, 932 Garland, located at 932 Garland, between Berry and Hughes Street, containing approximately 0.84 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*

3. **ADM 06-2324 Amend Title XV: DMP Supplementary District Regulations:** An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend various sections of the code in order to implement the Supplementary District Regulations for the Downtown Master Plan Area. *This ordinance was left on the Second Reading at the November 7, 2006 City Council meeting.*
4. **Emerald Point ADM 06-2282 Appeal:** An appeal of the Planning Commission's decision regarding ADM 06-2282 (Emerald Point). *This appeal was Tabled at the November 7, 2006 City Council meeting to the November 21, 2006 City Council meeting.*
5. **Sunbridge Villas R-PZD 06-2213 Appeal:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2213, Sunbridge Villas, located northwest of Sunbridge Drive and Villa Blvd., Villa Mobile Home Park, containing approximately 20.92 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan.. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*

D. NEW BUSINESS:

1. **RZN 06-2291, HWY 16 Animal Hospital:** An ordinance approving RZN 06-2291 submitted by Jorgensen and Associates for property located at 2805 East Huntsville Road, for approximately 3.42 acres, rezoning the subject property from RSF-1, Residential Single-Family, one unit per acre, R-A, Residential Agricultural, and C-1, Neighborhood Commercial to C-1, Neighborhood Commercial.
2. **R-PZD 06-1884, Westside Village:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-1884, Westside Village, located south of Wedington, east of Ruppel Road, containing approximately 21.63 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan.
3. **VAC 06-2290, Grubbs:** An ordinance approving VAC 06-2290 submitted by Richard L. Grubbs for property located at Lot 6 Block 1 of the Northpoint Subdivision on Point Circle, vacating a portion of a utility easement on the subject property.
4. **ADM 06-2252 Future Land Use Map:** A resolution adopting the Future Land Use Map and associated text as part of the City Plan 2025 Comprehensive Land Use Plan for the City of Fayetteville.
5. **Assign Annexed Territory to Ward 4:** An ordinance to attach and incorporate approximately 1,419.3 acres of land into the corporate limits of the City of Fayetteville pursuant to the annexation election of October 10, 2006, assign all this territory to Ward 4 and to assign the zoning designation of R-A to all parcels.
6. **J.B. Hays and Charles Sloan Land Sale:** An ordinance to waive the requirements of §34.27 of the Fayetteville Code of Ordinances and to authorize the sale of approximately 36.62 acres of the Westside Treatment Plant site to J.B. Hays and Charles Sloan for \$1,166,367.00.

7. **Harmony Pointe and Copper Creek Playgrounds:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of playground equipment from Game Time by Southwest Parks & Playgrounds, L.P. in the amount of \$85,161.00 for Harmony Pointe and Copper Creek Parks.
8. **Solid Waste and Recycling Purchase:** An ordinance waiving the requirements of formal competitive bidding indefinitely for the purchase of 2 to 8 yard dumpsters, roll-off style boxes, compactors and receiver boxes.
9. **RJN Group, Inc:** A resolution approving Contract Amendment #4 to the agreement for Professional Engineering Services with RJN Group, Inc. in the amount of \$953,049.00 to provide design and construction phase services pertaining to technical design, engineering, Corps of Engineers and stormwater permit issues for the West Side and Farmington area Wastewater System Improvements Project (subprojects WL-10, WL-11 and WL-12); and approving a contingency in the amount of \$40,000.00.
10. **Robinson, Stafford and Rude, Inc:** A resolution approving a contract for Professional Engineering Services with Robinson, Stafford and Rude, Inc. (RSR) in the amount of \$39,844.00 (to be wholly reimbursed by the City of Farmington) to provide value engineering services for the Farmington and West Fayetteville Area Wastewater System Improvement Project engineering design.
11. **Proposed 2007 Annual Budget & Work Program:** A resolution adopting the 2007 Annual Budget and Work Program as approved and amended.
12. **VAC 06-2337 Kevin Pittman:** An ordinance approving VAC 06-2337 submitted by Kevin Pittman for property located at 1985 Purva Place, vacating a portion of the 25 foot utility easement located along the southern property line adjacent to New Bridge Road.

E. INFORMATIONAL:

City Council Tour: November 20, 2006 -4:30 PM

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: November 14, 2006

Subject: Residential Planned Zoning District for University Club Tower (R-PZD 06-2191)

BACKGROUND

On November 07, 2006, the City Council left R-PZD 06-2191 University Club Tower on the first reading of the ordinance. The main issues regarding this project concerned the proposed road, whether it should be private or public right-of-way and general compatibility and compliance with the PZD criteria. At the meeting staff informed the City Council that a lift station, which is required for the adjacent Timberlake Office Park development, was to be relocated interior to the 10.39-acre subject property. The applicant has submitted a revised project booklet and revised plats to reflect this modification.

DISCUSSION

The modifications proposed by the developer have resulted in changes to the Tree Preservation Plan. Tree canopy removed for the construction of the lift station will be mitigated as part of the Final Plat for the non-residential subdivision Timberlake Office Park. Attached is the revised Tree Preservation report. Additionally, the applicant has included Use Unit 3 *Public Protection and Utility Facilities* into the Permitted Uses listed within the zoning criteria.

Staff has reviewed the revised project booklet and plats and finds that minor corrections and modifications are required. Exhibit "C" has been updated to reflect the required revisions, and further conditions are attached. Staff recommends approval of the requested revisions.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 06-2191, UNIVERSITY CLUB TOWER, LOCATED NORTH OF LOWE'S HOME CENTER, EAST OF COLLEGE AVENUE (HIGHWAY 71), CONTAINING APPROXIMATELY 10.39 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN.

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

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

From R-O, Residential-Office, and C-2, Thoroughfare Commercial to R-PZD 06-2191 as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

Section 2. That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council indicated in Exhibit "C" attached hereto and made a part hereof.

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

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

PASSED AND APPROVED this _____ day of _____, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
R-PZD 06-2191

COMBINED PROPERTY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 OF THE NE 1/4) AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 OF THE NE 1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP SEVENTEEN NORTH (TWP 17 N) RANGE THIRTY WEST (RNG 30 W), WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A STEEL PK NAIL THAT MARKS THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 23, TWP 17 N., RNG 30 W., THENCE N02°42'31"E 37.66 FEET TO A STEEL REBAR PIN; THENCE N87°25'39"W 135.81 FEET TO A STEEL REBAR PIN ON THE EAST RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 71-B, SAID PIN BEING THE POINT OF BEGINNING AND RUN THENCE ALONG SAID RIGHT OF WAY LINE N01°08'00"E 94.41 FEET TO A STEEL REBAR PIN; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE N00°10'10"W 95.42 FEET TO A CONCRETE RIGHT OF WAY MONUMENT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE N29°40'02"W 160.98 FEET TO A STEEL REBAR PIN; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE N01°33'28"E 53.09 FEET TO A STEEL REBAR PIN; THENCE DEPARTING SAID HIGHWAY RIGHT OF WAY LINE N70°02'03"E 126.32 FEET TO A STEEL REBAR PIN; THENCE N68°57'11"E 124.05 FEET TO A STEEL REBAR PIN; THENCE N75°22'45"E 99.14 FEET TO A CHISLED "X" IN CONCRETE; THENCE N84°01'10"E 255.68 FEET TO A STEEL REBAR PIN; THENCE N75°58'11"E 77.46 FEET TO A STEEL REBAR PIN; THENCE S01°56'00"W 176.92 FEET TO A STEEL REBAR PIN; THENCE S87°20'52"E 311.46 FEET TO A STEEL REBAR PIN; THENCE N60°28'09"E 98.92 FEET TO A STEEL REBAR PIN; THENCE 142.95 FEET ALONG A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 60.00 FEET AND A LONG CHORD OF S25°54'14"E 111.46 FEET TO A STEEL REBAR PIN; THENCE 23.55 FEET ALONG A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A LONG CHORD OF S67°10'03"E 22.69 FEET TO A STEEL REBAR PIN; THENCE S40°11'42"E 13.22 FEET TO A STEEL REBAR PIN; THENCE S49°48'18"W 220.73 FEET TO A STEEL REBAR PIN; THENCE S35°21'32"E 223.57 FEET TO A STEEL REBAR PIN; THENCE N87°25'39"W 1014.38 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 452,361 SQ. FT. OR 10.385 ACRES, MORE OR LESS.

UNIVERSITY CLUB TOWER

RPZD06-2191

Close Up View

UNIVERSITY CLUB TOWER

This map provides a detailed view of the 'SUBJECT PROPERTY', which is a large, dark-shaded area. The property is situated near several roads: 'COLLEGE AVE' to the north, 'PRIVATE 4569 DR' to the west, and 'ZION RD' to the south. Other nearby roads include 'JOHNSON RD', 'LAKEVIEW RD', 'PRIVATE 4275 DR', 'SHILOH RD', 'PRIVATE 1749 DR', and 'GABEL DR'. The map shows various zoning districts, including 'C-2', 'R-A', 'R-O', and 'R-S'. A north arrow is located in the upper left corner. The 'SUBJECT PROPERTY' is labeled with a callout box.

Overview

Legend

- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- RPZD06-2191
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District

0 125 250 500 750 1,000 Feet

EXHIBIT "C"
R-PZD 06-2191
(Page 1 of 5)

Conditions of Approval:

1. City Council determination of standards for the 24' street connecting College Avenue and Timberlake Court. *Staff recommends and the applicant requests the proposed street connecting Timberlake Court and College Avenue remain private with a public access easement allowing for public ingress/egress. The proposed 24'-wide private street shall be constructed to city standards, with regard to curb, gutter, pavement section, etc. Additionally, pedestrian sidewalks/trails shall connect from Timberlake Court to College Avenue. Slopes and sidewalk construction shall be reviewed with construction drawings. The private street option would require a waiver of Ch. 166.06 K.10.b.i., which states that any street connecting one or more public streets shall be dedicated as a public street. Staff's recommendations for the private street are included in an Engineering memo attached. The Planning Commission recommended this street be constructed and dedicated as a public street, thus meeting the above-cited code section. However, to do so, several other waivers for street design standards are necessary, due to the slope at which this street is being constructed.*
2. Planning Commission determination of a waiver of landscape requirements for 1 tree per 30 linear feet adjacent to College Avenue right-of-way. *Staff recommends approval of the requested waiver due to the grade change between the street and right-of-way line, finding that the installation of trees approximately 40' above street grade will not provide the intended shade and pedestrian streetscape. Additionally, significant slope and drainage improvements by the highway department will likely not allow additional street tree plantings in the area of right-of-way. The Planning Commission found in favor of the requested landscape waiver.*
3. Planning Commission determination of street improvements. *Staff finds that the street improvements required for the development of Timberlake Office Park are sufficient to provide safe ingress and egress for this development to Zion Road. Staff recommends that the public street through Timberlake Office Park shall be constructed, inspected, approved and dedicated prior to issuance of a Temporary Certificate of Occupancy for this project. Should Timberlake Office Park development not occur, this PZD may not be permitted or constructed without further Planning Commission consideration. The Planning Commission found in favor of the recommended street improvements.*
4. The street connection to College Avenue shall be approved by AHTD prior to issuance of building permits. Should AHTD deny the proposed street connection, approvals for the R-PZD are null and void unless the applicant receives approval for a modification of connectivity from the Planning Commission and City Council.
5. The entrance from College Avenue shall be widened to a minimum 20' to comply with Fire Code requirements. The access shall be sufficiently marked with signage to adequately direct the flow of traffic (right in-right out only).

EXHIBIT "C"
R-PZD 06-2191
(Page 2 of 5)

6. Should the proposed street be private, an access easement granting public access from College Avenue to Timberlake Court, covering the entirety of the private street, shall be dedicated by easement plat or separate document prior to issuance of a building permit.
7. The street shall align as closely as possible to utilize already cleared/disturbed area for Timberlake Office Park detention pond, to minimize tree disturbance, subject to approval by the Urban Forester.
8. Minimum 4' concrete sidewalks and concrete or asphalt pedestrian walkways and trails as shown on the site plan along the private road, public street, and on the property shall be a requirement of the PZD and constructed prior to issuance of a Certificate of Occupancy.
9. Tree protection fencing will be very complex for this project. The developer shall coordinate with the Urban Forester to phase this fencing and where possible revise it to be closer to the limits of disturbance. Minimum tree canopy preserved as proposed is 53.37%, after the addition of the lift station. No mitigation is required.
10. Parks fees for a maximum of 80 multi-family units are **\$54,400**. Fees will be based on the actual number of units built and will be due prior to issuance of the building permit.
11. Signs on the property shall be subject to signage requirements for residential multi-family development. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code. The ordinance allows for one on-site freestanding or monument sign with a display area of 4 square feet or 16 square feet, respectively, and one wall sign with a maximum display area of 16 square feet.
12. No reflective glass shall be permitted on the structure, pursuant to the developer's application.
13. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.
14. The applicant shall be granted one (1) year from the date of City Council approval to receive all building permits necessary for development of the project with a one (1) year extension available pursuant to City ordinances for large scale developments.
15. The proposed walking trail is a great asset for the development and shall be routed where possible to avoid trees and disturbance. The developer shall coordinate this route with the Urban Forester to ensure that little to no overhead canopy is removed. All slopes shall be re-vegetated to prevent erosion from this site in accordance with City accepted practices.
16. The applicant shall provide a walking trail from the project to the south to provide pedestrian connectivity to Lowe's Home Center.

EXHIBIT "C"
R-PZD 06-2191
(Page 3 of 5)

17. The proposed location of the lot lines for the lift station have not yet been approved by the Engineering Division. The applicant shall deed the required area for the lift station to the city by separate document. Adequate access shall be provided to the property to be contained within the deeded property or a recorded access easement prior to recordation of the Timberlake Office Park Final Plat.
18. Tree canopy removed for the construction of the lift station shall be mitigated at Final Plat for the non-residential subdivision Timberlake Office Park, by the developer of said subdivision.
19. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
20. All revisions to the PZD books and plats as noted in the attached memo shall be completed prior to issuance of building permits.
21. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street. Coordination shall occur between the Solid Waste Division and the Urban Forester regarding pruning or additional tree removal to accommodate the dumpster.
22. All exterior lighting, including lighting proposed within the parking lot and along the private drive, shall comply with the City's Outdoor Lighting Ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
23. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
24. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
25. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

EXHIBIT "C"
R-PZD 06-2191
(Page 5 of 5)

26. Prior to the issuance of a building permit the following is required:

- a. Grading and drainage permits
- b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
- b. Separate easement plat for this project that shall include the tree preservation area.
- c. Project Disk with all final revisions
- d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.



THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

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

November 14, 2006

RE: R-PZD 06-2191 (University Club Condos) – Plat/Booklet Revisions

From: Suzanne Morgan, Current Planner

The applicant shall coordinate the following revisions to the PZD booklets and plats with staff, prior to issuance of building permits:

- a. The applicant shall add State Plane Coordinates to the plat.
- b. Show the installation of a 6' sidewalk adjacent to the right-of-way for Timberlake Court that extends through the private driveway with no curb and gutter lines through the sidewalk.
- c. The sidewalk shall be shown to extend west to College Avenue street, subject to AHTD approval.
- d. Change the zoning criteria as shown on Sheet 2 to reflect the zoning criteria listed within the project booklet.
- e. Remove or modify the note on Sheet 3 which states "The Planning Area boundary is defined by the city limits around the site."
- f. Modify the density on Sheets 3 and 4 from 6.5 units per acre to 8 units per acre, and modify the acres from 10.385 to 10.38 to be consistent with the zoning criteria.
- g. The building setbacks shown on Sheet C1.01 shall be modified to show a 15' building setback adjacent to parcel 765-15568-000 and adjacent to the portions of parcel 765-15564-001 zoned for residential use. (Show the location where the zoning changes from R-A to C-2 along the northern property line.) Modify the building setbacks on all plans to reflect the updated setbacks on Sheet C1.01.
- h. On Sheet C0.01, modify the zoning from RPZ-D to R-PZD and change the developed area from 3.66 acres to 10.38 acres.
- i. The landscape plan shall be updated to show planting of large species, deciduous trees adjacent to and within 15' of the Timberlake Court right-of-way and within required landscape islands.
- j. Should the City Council approve the addition of parking north of the private driveway, either one parking space shall be removed or a landscape island shall be installed in order to satisfy parking lot landscape requirements which allow no greater than a row of 12 parking spaces.
- k. The area marked for storage of materials west of the circle drive should be relocated to an area that will require tree removal for the building and/or drives. It is not the intent of the ordinance to remove tree canopy in order to create a space for on-site storage. Staff would like to see the fencing to the south and west hug this parking area and protect tree # 200. This should increase the amount of preservation.
- l. Modify the project booklet to replace references to General Plan 2020 with City Plan 2025.

- m. Page 5 of the project booklet states traffic counts based on a development of 65 units. Please update the information to include traffic counts for an 80 unit development, the maximum allowed by the zoning criteria.
- n. Update Page 8, Item 5 of the project booklet to indicate that sidewalks shall be constructed from Timberlake Office Park right-of-way to College Avenue as permitted by AHTD.
- o. UU3 was added to permitted uses. UU5 is not necessary.



CC Meeting of November 21, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 444-3470

TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville City Council

From: Sarah K. Patterson, Urban Forester

Date: November 14, 2006

ITEM # R-PZD 06-2191: Planned Zoning District (University Club Tower)

Requirements Submitted:

	Initial Review with the Landscape Administrator
✓	Site Analysis Map Submitted
✓	Site Analysis Written Report Submitted
T	Complete Tree Preservation Plan Submitted

Canopy Measurements:

Total Site Area	
acres	10.22
square feet	445,464
Existing Tree Canopy	
acres	10.22
square feet	445,464
percent of site area	100%
Existing Tree Canopy Preserved	
acres	4.80
square feet	214,019
percent of total site area	53.37 %
Percent Minimum Canopy Required	15%

FINDINGS:

The desirability of preserving a tree or group of trees by reason of age, location, size or species.

- **This site is completely wooded with a sloping topography. Most if not all the trees found on this project site are a high priority for**

preservation.

The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

- **Environmental degradation should be very minimal on this site.**

The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

- **An additional ingress/egress is planned for this site along the north boundary. Extensive canopy will have to be removed to get this drive in. Removal may affect adjacent property owners.**

Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

- **N/A**

Whether the size or shape of the lot reduces the flexibility of the design.

- **Size and shape of the lot does not reduce flexibility of design. Topography and connectivity have been a challenge.**

The general health and condition of the tree or group of trees, or the presence of any disease, injury or hazard.

- **The general health of the trees is good to fair.**

The placement of the tree or group of trees in relation to utilities, structures, and use of the property.

- **Canopy will be removed for the essential roadways, utilities, and structure. Staff does however not approve of the additional canopy removal around the building and parking areas.**

The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

- **There is an existing water line and easement along the west property line. Service lines for the development will come through several wooded areas. Canopy has been shown as removed for the above calculations.**

Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

- **The roads have been routed in most cases taking into consideration the topography. The canopy is 100% and unfortunately can not be avoided.**

Construction requirements for On-Site and Off-Site Alternatives.

- **N/A**

The effects of proposed On-Site Mitigation or Off-Site Alternatives.

- **Mitigation will not be required on this site.**

The effect other chapters of the UDC, and departmental regulations have on the development design.

- **N/A**

The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations:

- **N/A**

The impact a substantial modification or rejection of the application would have on the Applicant:

- **Staff is recommending approval of the submitted Tree Preservation Plan with the following Conditions of Approval.**

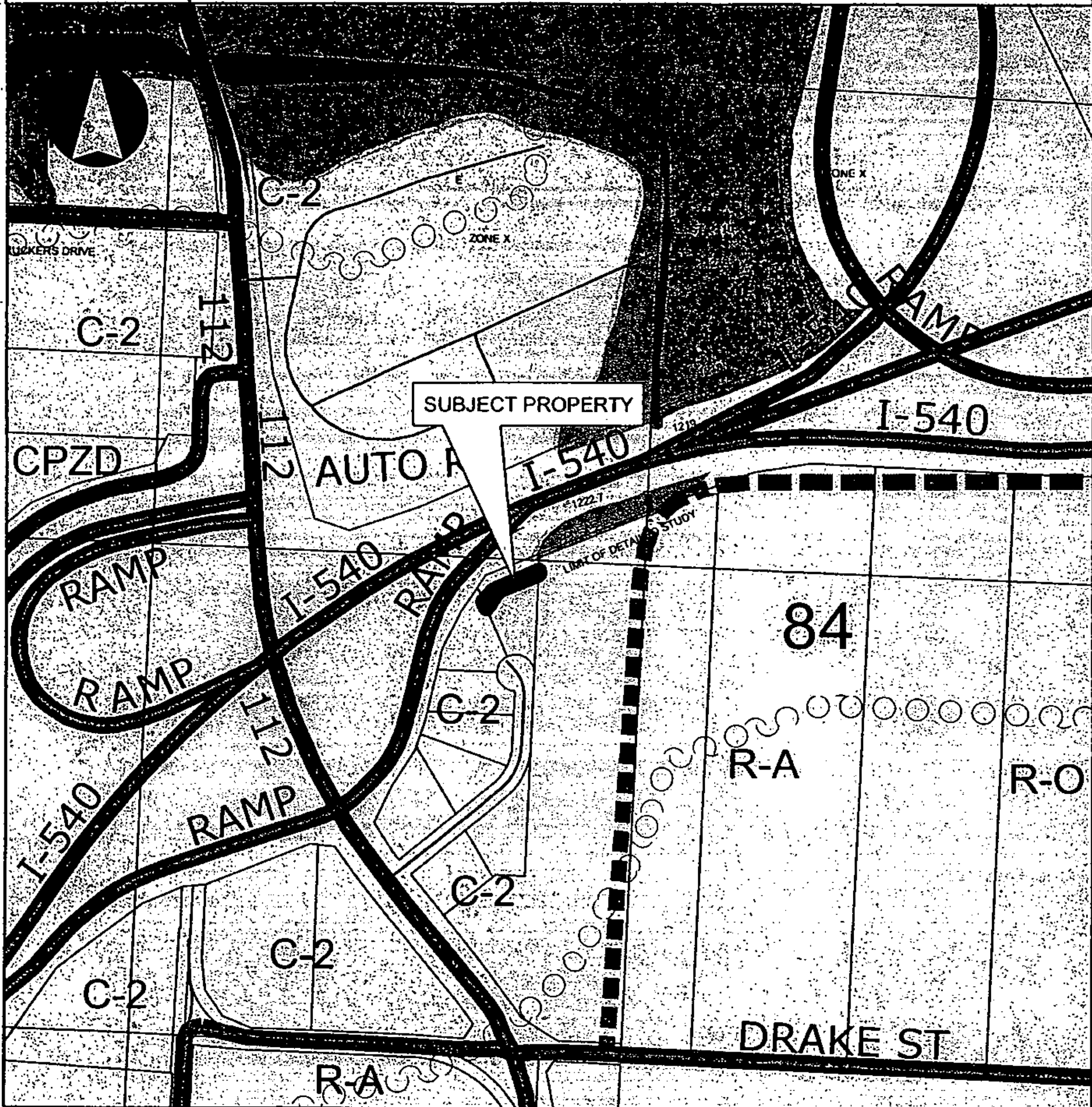
Conditions of Approval:

- 1. Tree protection fencing will be very complex for this project. Please coordinate with the Urban Forester to phase this fencing and where possible revise it to be closer to the limits of disturbance.**
- 2. The area marked for storage of materials west of the circle drive should be relocated to an area that will require tree removal for the building and/or drives. It is not the intent of the ordinance to remove tree canopy in order to create a space for on-site storage. Staff would like to see the fencing to the south and west hug this parking area and protect tree # 200. This should increase the amount of preservation.**
- 3. The proposed walking trail should be coordinated with the Urban Forester to insure that little to no overhead canopy is removed.**
- 4. Staff is in support of keeping these drives private. If made public, additional right of way may be needed which would increase the amount of canopy that would need to be removed.**
- 5. Tree canopy removed for the construction of the lift station will be mitigated at Final Plat for the Non-Residential Subdivision Timberlake Office Park.**

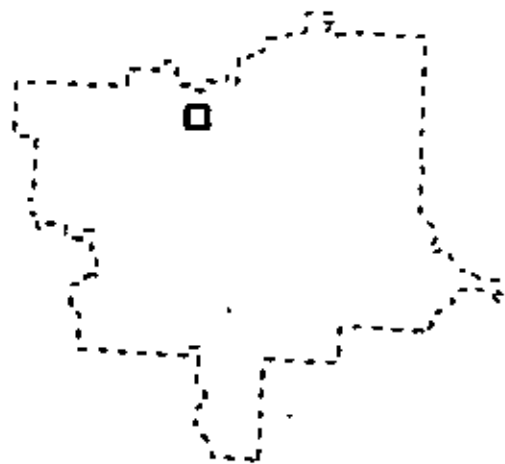
VAC06-2290

GRUBBS

One Mile View



Overview



Legend

Subject Property

VAC06-2290

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.05 0.1 0.2
Miles



THE CITY OF FAYETTEVILLE, ARKANSAS

INTERDEPARTMENTAL MEMO

To: Mayor, City Council

Through: Tim Conklin, Planning and Development Management Director *T.C.*
Karen Minkel, Senior Long Range Planner *K.M.*

From: Kristina Jones, Long Range Planning Technician *K.A.*

Date: November 14, 2006

Subject: Future Land Use Map, Public Comments

City Council will consider adopting the Future Land Use Map at the upcoming meeting on November 21, 2006. An open house was held at the City Administration Building and the Fayetteville Public Library, where approximately 35 to 40 people, including members of the public and City Staff (outside of the Planning Division) attended. Participants viewed a 15 - minute presentation on the Future Land Use Map, asked questions and filled out a brief survey with comments about the Map. Please find attached comments in your consideration of the Future Land Use Map. Please call Karen Minkel or Kristina Jones at the Long Range Planning Division (575-8267) with any questions.

City Plan 2025: Future Land Use Open House, November 8, 2006 Public Comments and Feedback

Question 1: What do you like about the map?

Question 2: What would you change about the map?

Citizen 1:

- 1) The focus of density in the areas already developed. Also the designated rural areas that will prohibit sprawl.
- 2) I would have more urban center designation adjacent to the university - possibly to the north? Garland and North? Just south of 6th? The area between Razorback and Duncan on 6th is particularly weak.

Citizen 2:

- 1) I like that the Land Use Map is based on the environmental sensitivity of land.
- 2) I would like to see more green space preserved within the residential areas and urban centers.

Citizen 3:

- 1) Love the designations used – zonings, icons and pictures are awesome.
- 2) Additional greenspace within central city.

Citizen 4:

- 1) I appreciate the size of the Natural Areas.
- 2) I worry about the large stretches of “residential neighborhood” designation, as if services for those residents MUST be driving distance. I would prefer to see corner services included in residential area zones OR, more City Neighborhood Zones sprinkled every ¼ to ½ mile throughout.

Citizen 5:

- 1) High density – traffic solutions? Apartment % to whole population? Apartments encourage transient population that have no ownership or respect for city.
- 2) Expansion of National Cemetery.

Citizen 6:

- 1) Shows steep slopes and forests.
- 2) The Ruskin project should not be high density since it is on steep and forested areas according to your map. We should keep this at max like the surrounding density or better yet, make a park.

Citizen 7:

- 1)
- 2) Arkansas Ave to West and Maple to the alley is no longer in the Downtown Master Plan – it should be blue. Corner of 16 (Wedington) and Bypass (SE corner) needs to be Purple –it is a major axis point to accommodate future growth to west. There are no other pieces of property that beg on inside on Wedington.

Citizen 8:

- 1) That it helps to clarify the intent of the plan.
- 2) ?

Citizen 9:

- 1) Preserve green agriculture and natural landscape. Encourage density and diversity. Discourage conventional strip development.
- 2) More fully designed areas such as downtown. Use Master Street Plan to develop a real city-wide grip.

Citizen 10:

- 1) Everything!
- 2) Not a thing; job well done!

Added at Agenda Session 11-14-06
ALDERMAN AGENDA REQUEST FORM

D. 12
VAC 06-2337 Kevin Pittman
Page 1 of 30

FOR: COUNCIL MEETING OF November 21, 2006

FROM: Shirley Lucas

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

1985 Purva Place easement vacation - Kevin Pittman

AN ORDINANCE APPROVING VAC 06-2337 SUBMITTED BY KEVIN PITTMAN FOR PROPERTY LOCATED AT 1985 PURVA PLACE, VACATING A PORTION OF THE 25 FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN PROPERTY LINE ADJACENT TO NEW BRIDGE ROAD.

APPROVED FOR AGENDA:


Alderman

11-14-06
Date


Jeremy Pate
Director of Current Planning

11-14-06
Date

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning ^{JK}

Date: November 14, 2006

Subject: Easement Vacation for Pittman (VAC 06-2337)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating a portion of a 25' utility easement located along the southern property line at 1985 Purva Place, adjacent to New Bridge Road.

BACKGROUND

This residential lot is identified as Lot 14 in the Bridgeport Subdivision, Phase 8 at 1985 Purva Place. The subject property is an existing 25-foot utility easement located along the southern property line adjacent to New Bridge Road. This easement is not being used by any utility providers. The requested easement vacation is due to a new residence on the property that was constructed into the utility easement.

A building permit was granted for a single family house in 2005 on the property, meeting all required 25-foot front setbacks. Upon inspection, the home was found to encroach within the Purva Place building setback/utility easement (BSB/UE) and the New Bridge Road BSB/UE. A stop work order was issued by Building Safety and violation notices sent. In May of 2006, the original builder applied for variances of the building setback violations, a Board of Adjustment consideration. After deliberation, the Board of Adjustment denied the variance request on Purva Place, requiring the applicant to remove a portion of the home encroaching into the setback. On New Bridge Road, however, a special condition unique to this property was determined because of a change in the Master Street Plan right-of-way, and a variance for the building setback encroachment was approved.

DISCUSSION

Notification was provided to all appropriate utility representatives and adjoining property owners; there were no objections to this request. The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation for approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 06-2337 SUBMITTED BY KEVIN PITTMAN FOR PROPERTY LOCATED AT 1985 PURVA PLACE, VACATING A PORTION OF THE 25 FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN PROPERTY LINE ADJACENT TO NEW BRIDGE ROAD.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility easement:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the conditions of approval as follows, and shall not be in effect until all conditions are met herein.

1. Any relocation of existing utilities shall be at the owner/developer's expense.
2. Only that portion of the utility easement into which the home currently encroaches is vacated by this approval.
3. The portion of the home within the front BSB/UE along Purva Place shall be removed pursuant to the Board of Adjustment decision on June 05, 2006 prior to commencement of construction on the new portion of the house or any additional interior work.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
VAC 06-2337

A PART OF LOT NUMBERED 14, BRIDGEPORT SUBDIVISION, PHASE 8, FAYETTEVILLE, ARKANSAS PER THE FINAL PLAT RECORDED IN PLAT BOOK 23, PAGE 129 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°13'00"E 57.36' AND N03°40'06"E 7.89' FROM THE SOUTHWEST CORNER OF SAID LOT 14 AND RUNNING THENCE N03°40'06"E 17.12', THENCE S87°13'00"E 43.44', THENCE S02°31'20"W 17.73', THENCE N86°24'25"W 43.79' TO THE POINT OF BEGINNING.

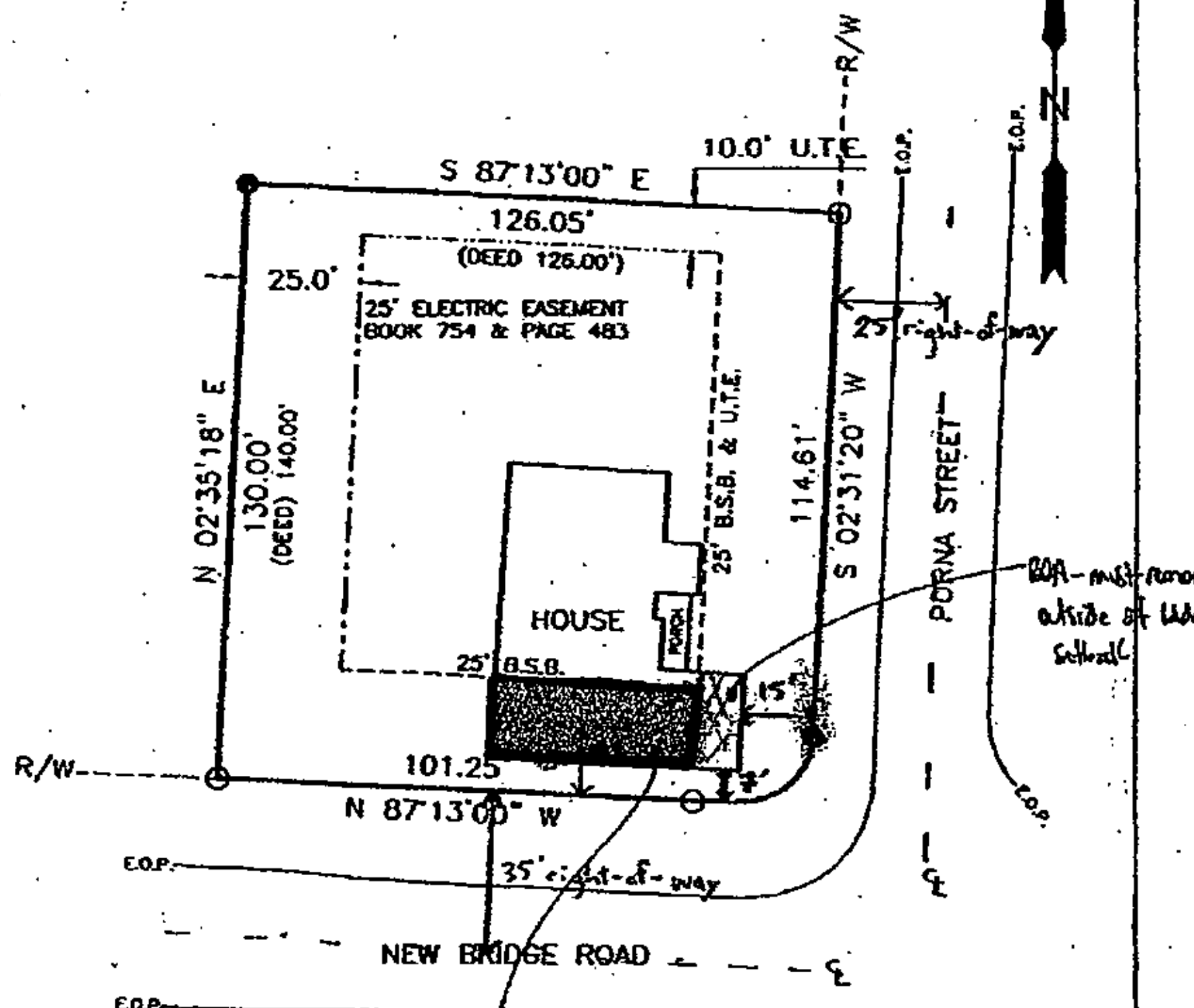
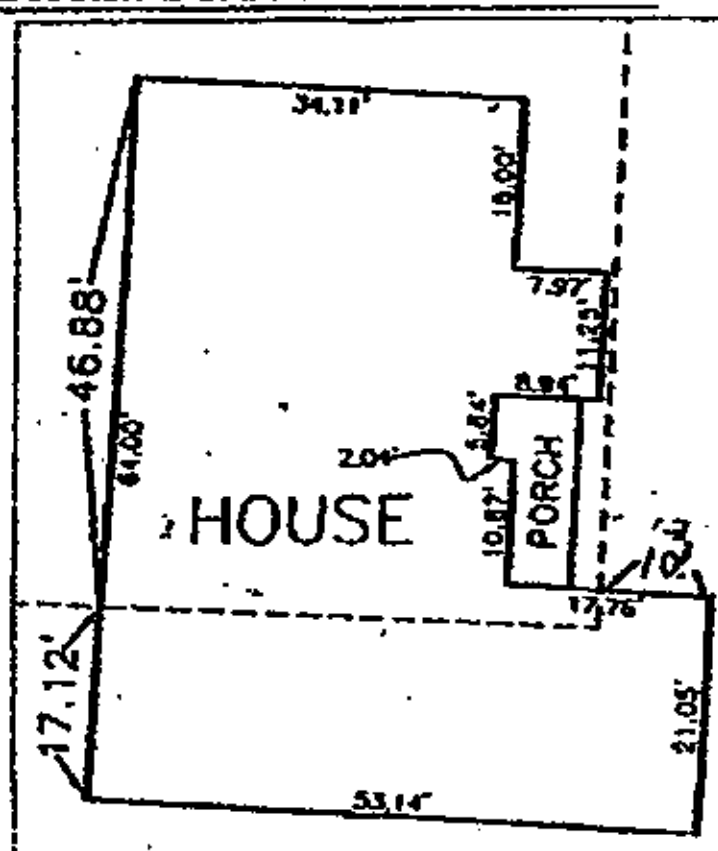
EXHIBIT "B"

PLAT OF SURVEY

(Dated 02-14-06)

VARIANCE REQUEST

DETAIL: SCALE 1 inch = 30 feet



GRAPHIC SCALE (IN FEET)
1 inch = 50ft.

SURVEY DESCRIPTION:

LOT NUMBERED 14, BRIDGEPORT
SUBDIVISION, PHASE 8, FAYETTEVILLE,
ARKANSAS PER THE FINAL PLAT RECORDED
IN PLAT BOOK 23, PAGE 129 IN THE OFFICE
OF THE CIRCUIT CLERK AND EX-OFFICIO
RECORDER OF WASHINGTON COUNTY.

Kevin Pittman - Owner

JASON BAXTER - BUILDER

G 101150 V. 500 200 2.10.10

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE _____ DAY OF _____, 2006.



IF THE SIGNATURE ON THIS SEAL IS NOT-AN



PC Meeting of November 13, 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: ~~November 2, 2006~~ Updated November 14, 2006

VAC 06-2337: (PITTMAN, 361): Submitted by KEVIN PITTMAN for property located at 1985 PURVA PLACE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 0.31 acres. The request is to vacate a portion of a utility easement within the south setback to accommodate a non-conforming structure.

Property Owner: Kevin Pittman
Planner: Andrew Garner

Findings:

Property Description and Background: This property is identified as Lot 14 in the Bridgeport Subdivision, Phase 8, addressed at 1985 Purva Place at the northeast corner of New Bridge Road and Purva. The easement vacation is a portion of a 25-foot utility easement located along the southern property line adjacent to New Bridge Road. This subject portion of the easement is not being used by any utility providers.

A building permit was granted for a single family house in 2005 on the property, meeting all required 25-foot front setbacks and 8-foot rear setbacks. Because the lot is a corner lot, it has two fronts and two sides. Additionally, the front building setbacks are also dedicated as utility easements by the final plat of Bridgeport Phase 8. During construction of the home, an inspector in the field contacted the Planning Division, noting that the house seemed to be close to New Bridge Road. Upon inspection, the home was found to encroach within the Purva Place building setback/utility easement (BSB/UE) and the New Bridge Road BSB/UE. A stop work order was issued by Building Safety and violation notices sent.

In May of 2006, the original builder applied for variances of the building setback violations, a Board of Adjustment consideration. After deliberation, the Board of Adjustment denied the variance request on Purva Place, requiring the applicant to remove a portion of the home encroaching into the setback. On New Bridge Road, however, a special condition unique to this property was found, and a variance for the building

setback encroachment was approved. The special condition found involves the classification of New Bridge Road as a Collector Street on the Master Street Plan. Accordingly, 35 feet from centerline was dedicated with the platting of Bridgeport Phase 8 adjacent to this lot. However, previous phases of Bridgeport directly adjacent to this lot (to the west) were developed prior to this classification, and have reduced right-of-way. This allows the homes on New Bridge Road adjacent to the subject property to be located much closer to the street. Additionally, Purva Place extends to the north of New Bridge Road and is a short, dead-end cul-de-sac because of the creek to the north. A turn lane to turn left (north) onto Purva Place is unlikely to be constructed, due to the very low volume of traffic needing to turn onto Purva Place from New Bridge Road. It was found that a variance was appropriate in this location, and the construction of the home in its present location was in keeping with the character of the neighborhood.

Though this concluded the zoning violation matter, the construction of the home within a utility easement had yet to be resolved. After a period of 60 days with no action, final violation notices were delivered. The owner of the property met with City staff to discuss the course of action. According to the property owner, the original builder of the home was fired and the owner is in the process of hiring a new builder to tear down the Purva side of the home and complete construction. A utility easement vacation for the portion of the house that is to remain is needed.

Request: The applicant's request is to vacate a portion of the 25' utility easement in front of the house along New Bridge Road. The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

UTILITIES

RESPONSE

Cox Communications

No Objections

Southwestern Electric Power Company

No Objections

Arkansas Western Gas

No Objections

AT&T/ Southwestern Bell Telephone

No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

No objections

Engineering

No Objections

Solid Waste

No Objections

Public Comment: Staff has not received public opposition to this vacation request.

Recommendation: Staff recommends approval of the proposed utility easement vacation VAC 06-2337 with the following condition:

Conditions of Approval:

1. Any relocation of existing utilities shall be at the owner/developer's expense.
2. Only that portion of the utility easement into which the home currently encroaches is vacated by this approval.
3. The portion of the home within the front BSB/UE along Purva Place shall be removed pursuant to the Board of Adjustment decision on June 05, 2006 prior to commencement of construction on the new portion of the house or any additional interior work.

PLANNING COMMISSION ACTION: yes Required

Recommendation to be:

☒ Forwarded to City Council (recommendation for approval) ☐ Denied

Motion: Clark

Second: Trumbo

Vote: 8-0-0

Date: November 13, 2006

Comments: _____

The "CONDITIONS OF APPROVAL", as stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

By

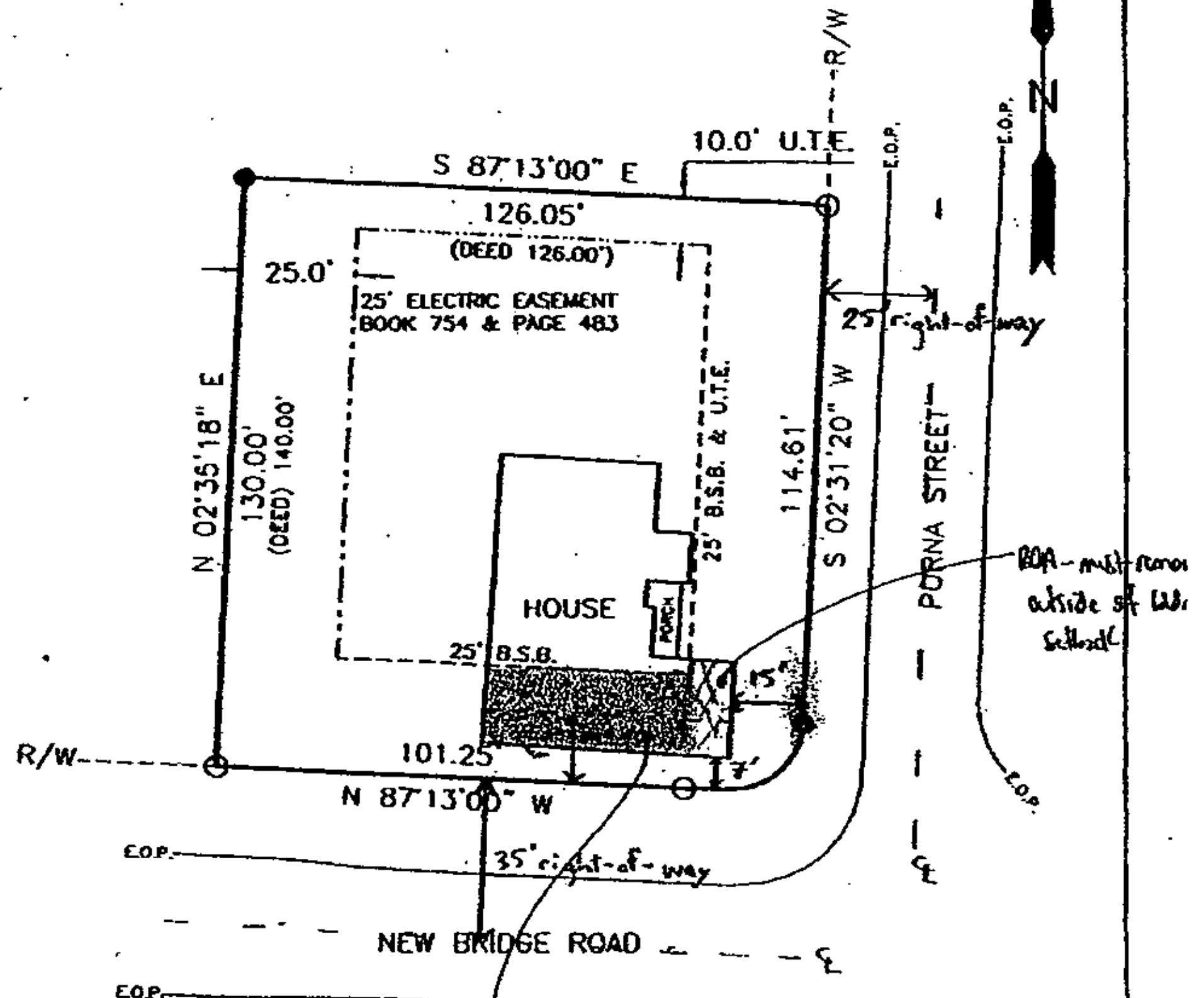
Title

Date

VARIANCE REQUEST

Diagram illustrating the layout of a property, showing the dimensions of the main structure (HOUSE) and an attached structure (PORCH). The dimensions are as follows:

- Left side of the main structure: 17.12' (top) and 46.88' (bottom).
- Top side of the main structure: 34.11'.
- Right side of the main structure: 15.00' (top) and 21.05' (bottom).
- Bottom side of the main structure: 53.14'.
- Left side of the porch: 10.87'.
- Top side of the porch: 3.94'.
- Right side of the porch: 11.23'.
- Bottom side of the porch: 17.76'.
- Distance from the left side of the main structure to the left side of the porch: 8.00'.
- Distance from the top side of the main structure to the top side of the porch: 2.04'.
- Distance from the top side of the porch to the top side of the main structure: 7.97'.

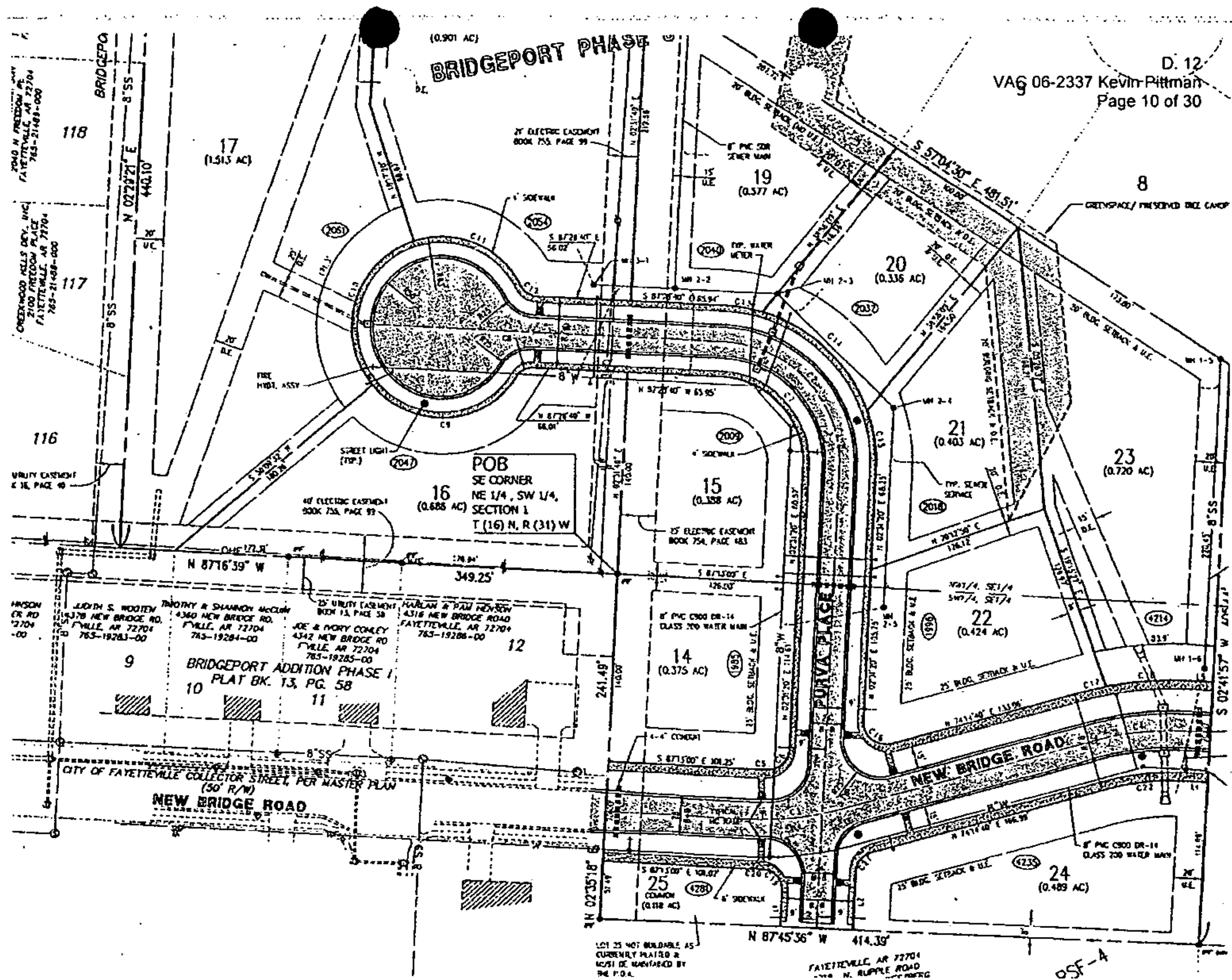


. 1 inch = 50ft.

KEVIN PITTMAN - OWNER
JASON BAXTER - BUILDER

A circular seal for a Professional Land Surveyor. The outer ring contains the text "REGISTERED" at the top and "PROFESSIONAL LAND SURVEYOR" at the bottom, separated by dots. Inside this ring, the text "STATE OF ARKANSAS" and "NO. 1532" are centered. Below this, a horizontal line is followed by the word "SIGNATURE". At the bottom of the seal, the name "BUCKLEY D. BLEW" is written in an arc.

IF THE SIGNATURE ON THIS SFAI IS NOT AN



To: The Fayetteville City Planning Commission and
The Fayetteville City Council

I am requesting a vacation of the building setback and utility easement at 1985 Purva, lot 14 in Bridgeport.

The Board of Adjustments has approved the variance for the vacation on the New Bridge side of the home.

The original builder, Jason Baxter, who built the home in the setbacks and utility easement has since been fired. I have enclosed an estimate from the new builder on the job to tear down the required 10' from the Purva side of the home (which is the garage and bonus room). We will be building a new garage on the North side of the home. We would appreciate an approval so we could complete the home as soon as possible.

Kevin Pittman
479-263-8358

Estimate		
Kevin Pittman		
Garage Demo/Replace	Cost	Description
Tear Out 10'	1500	
Temp Support Wall	650	Support Wall to hold house up
Remove concrete	550	
Footings/Slab/Blocks	2600	Dig new footing, replace block, replace slab
Framing Material	1500	Lumber to Frame Structure,
Labor	1500	Frame Structure, Set Windows and Doors
Soffet/Facia	1600	Replace, complete soffet/Facia
Roofing	1250	Shingles, Felt, Flashing, Counterflashing
Clean Up	1600	
Total to complete Job	12750	Turn Key Complete
Completion of House		
Changes (Framing)	1250	Labor and Material
Plumbing Top Out	500	Rework Plumbing to accomadate changes
HVAC	12000	7 Ton all metal duct/Bryant or Carrier
Electrical	9750	up to 10 cans included
Alarm/Vac/Sound	0	Home Solutions
Insulation	4500	Cellulose, Sound walls--MBR,baths, Utility
Drywall	11750	Bullnose Corners, Knockdown
Trim	4000	Material--base, case, crown, shelving
Interior Doors	1250	
Trim Labor	3250	All Trim, Closets, Stairs,
Flooring	9600	To Be determined, based Baxter Quoate
Cabinets	6500	Custom Maple, Toilet Uppers, Utility
Paint	8000	Interior/Exterior Paint, Labor, Material
Plumbing Final	5000	Trim Out/Watson Plumbing
Appliances	2000	Allowance
Lighting Package	1800	Allowance
Countertops	8000	based on Baxter Bid, TBD Surface
Mirrors, Shower Doors	1200	Bath Mirrors, Shower Doors
Hardware Package	1000	towel racks, door knobs, toilet holders
Mail Box	300	Barcelona Black Box (Hearth and Home)
Clean Up	1500	
Porch	3250	Labor and Material
Sidewalks/Porch	3000	Labor and Material
Landscape	6500	Irrigation, Sod, Front flowerbeds
Builder Fee	15000	2 year limited warranty
Total	120900	Plumbing, Lighting Package, Appliances
		Flooring are allowances, price may fluxuate
		based on your selections
22x25 Garage, Media Room		
Scrape Lot	100	
Dig Footings	300	
Footling Material	750	Rebar, chairs, ties, concrete
Footling Labor	150	
Blocks, Morter, Sand	500	
Block Labor	350	

Gravel Fill	500
Slab	1500 Remesh, plastic, grade pins, concrete
Framing Materials	5750 16" I Joist, Double 24" LVL Header
Framing Labor	1600
Insulation	1500
Drywall	3750
Electrical	2750
Trim	1750 Labor and Material
Paint	2000 Labor and Material
Driveway	2750 Labor and Material
Brick Labor	1000
Brick and materials	1500 Brick, Morter Sand
Facia/Soffit	1500
Builder Fee	3000 10 year structural, 2 year builder warranty
Total Cost	33000

Complete Job	12750
Demo and Rebuild	120900
Complete Home	33000
Garage and Media	
Total	166650



113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 575-8308

PLANNING DIVISION CORRESPONDENCE

Violation Notice

August 21, 2006

Timothy & April Pittman
2275 E. Magnolia Dr.
Fayetteville, AR 72703

Re: Zoning Violation

Dear Mr. & Mrs. Pittman:

On June 5, 2006 the Board of Adjustment reviewed a request for a setback reduction for a new single-family home located at 1985 Purva Place. The request was for a 15' setback on Purva Place (eastern property line-a 10' variance) and a 7' setback on New Bridge Road (south property line-an 18' variance). The Board of Adjustment approved the 18' setback variance as requested off of New Bridge Road right-of-way. However, there is an existing 25' utility easement along New Bridge Road, into which the structure still encroaches. The portion of the easement that is impacted by the structure must be vacated by the City Council and approved by all utility representatives. If the vacation of the easement is not approved, the portion of the structure which encroaches shall be removed, regardless of any approvals by the Board of Adjustment for building setback variances.

The second variance request along Purva Place was denied by the Board of Adjustment. Therefore, the front 10' of the structure along Purva Place shall be removed out of the building setback. At this time no action has been taken by the applicant or property owner(s) to resolve these violations of City Ordinance. Given that the property is still in violation of Chapters 161.07 and 166.12 of the City of Fayetteville Unified Development Code and no attempt has been made to remedy said violations, it is recommended that the Planning Division be contacted immediately to discuss an appropriate course of action.

You are hereby given notice to correct these violations within 30 days from receipt of this letter. If the matter is not resolved to the satisfaction of the City at that time, the City Prosecutor will be asked to take immediate action. If the violation is corrected prior to the criminal summons being requested, you may contact the Planning Division for an inspection to verify the violation has been corrected.

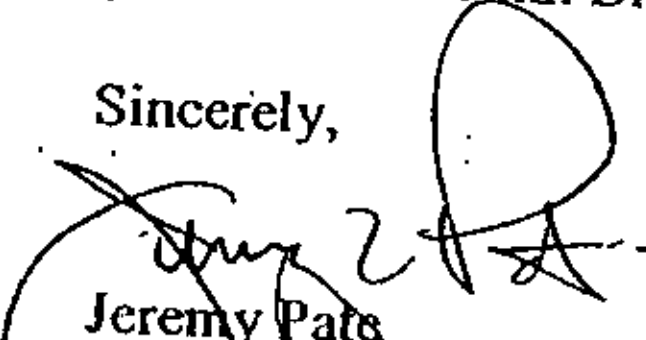
We are also writing to notify you of the serious nature of continuing the violation. A violation of the provisions of this chapter shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not less than \$25.00 and not more than \$500.00. Each day such violation continues shall be considered a separate offense.

The owner or tenant of any building, structure, premises, or part thereof, and any

architect, builder, contractor, agent, or other person who commits, participates in, or maintains such violation may be found guilty of a separate offense and suffer the penalties provided.

The city may take such other lawful action as is necessary to prevent or remedy this violation. If you have any questions or need more information regarding this letter, please contact John Blair, Planning Technician, at 575-8308.

Sincerely,



Jeremy Pate
Director of Current Planning
cc: John Blair-Planning Technician
Jason Baxter

161.07 District Rsf- Residential Single-Family - Four Units 1 Acre.

D. 12
VAC 06-2337 Kevin Pittman
Page 16 of 30

(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)

166.12 Structures Not Allowed Over Public Easements

D. 12
VAC 06-2337 Kevin Pittman
Page 17 of 30

No portion of any structure shall be built over any public utility easement.

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 10/17/06

UTILITY COMPANY: Arkansas Western Gas

APPLICANT NAME: Kevin Pittman APPLICANT PHONE: 479-263-8358
REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

****** 1985 Purva Place Lot 14 Bridgeport Phase 8

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Bill Robertson
Signature of Utility Company Representative

NORTHWEST REGIONAL MGR
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 10/17/06

UTILITY COMPANY: SWBT

APPLICANT NAME: Kevin Pittman APPLICANT PHONE: 479-263-8358

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 1985 Purva Place Lot 14 Bridgeport Phase 8

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

OFFICIAL LETTER IS RECD FROM AT&T AND RECORDED
BY PETITIONER IN WASHINGTON COUNTY

Susan K. Brown
Signature of Utility Company Representative

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 10/17/06

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Kevin Pittman APPLICANT PHONE: 479-243-8358
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 1985 Purva Place Lot 14 Bridgeport Phase 8

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

[Signature]
Signature of Utility Company Representative

Project Coordinator
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 10/17/06

UTILITY COMPANY: AEPI SWEPCO

APPLICANT NAME: Kevin Pittman APPLICANT PHONE: 479-263-8358
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☒ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

**** 1985 Purva Place Lot 14 Bridgeport Phase 8**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☒ No objections provided the following conditions are met:

Kenny Sullivan
Signature of Utility Company Representative

SWEPCO R-O-W Agent
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 10/17/06

UTILITY COMPANY: OZARKS Electric

APPLICANT NAME: Kevin Pittman APPLICANT PHONE: 479-263-8358
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 1985 Purva Place Lot 14 Bridgeport Phase 8

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

We have no objection as long as all other easements are
Kept. vacate southeast corner of lot 14 is the area of vacate only.

- ☐ No objections provided the following conditions are met:

[Signature]
Signature of Utility Company Representative

Lead stationing tech 10-17-06
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 10/17/06

UTILITY COMPANY: Water and Sewer

APPLICANT NAME: Kevin Pittman APPLICANT PHONE: 479-263-8358
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 1985 Purva Place Lot 14 Bridgeport Phase 8

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation(s) described above.

☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

TH ~~Water & Sewer Easements must be retained~~
On East Side of Home we retain all Easement. On South Side
along New Bridge Rd we give up Building Foot Print as indicated on Survey
No objections provided the following conditions are met:

[Signature]
Signature of Utility Company Representative

Ops Mgr
Title

This request is only for
the sewer line on
the new bridge side of
the house. we are taking
10' off of the Purva side
February 2006
Main line sewer line

Carol

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 10/18/06

UTILITY COMPANY: Solid Waste & Recycling (479)

APPLICANT NAME: APRIL + KEVIN Pittman APPLICANT PHONE: 263-8358

REQUESTED VACATION (applicant must check all that apply):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Carol Pittman

Signature of Utility Company Representative

Environmental Affairs Administrator

Title

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 10-17-06

Address / location of vacation: 1985 Purva Lot 14 Bridgeport

Adjacent property address: 2009 N. Purva Place

Lot: _____ Block: _____ Subdivision: _____

REQUESTED VACATION:

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described ^{below.} ~~above.~~

☐ I do object to the requested vacation because:

Graphical representation not provided, but verbally informed that only
easement vacation applied for is on New Bridge Road. We do
not object to this application. If application extends beyond
New Bridge Rd. easement, we would request to be notified.

RSHANNON WHITE

Name of Adjacent Property Owner (printed)

R Shannon White Angela S. White

Signature of Adjacent Property Owner

Kevin Pittman

Applicant Name

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 10-17-06
Address / location of vacation: 1985 Purva Place
Adjacent property address: 1996 Purva Place
Lot: Block: Subdivision: Bridgeport

REQUESTED VACATION:

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

Devecsery Ent. Inc.

Name of Adjacent Property Owner (printed)

[Signature]

Signature of Adjacent Property Owner

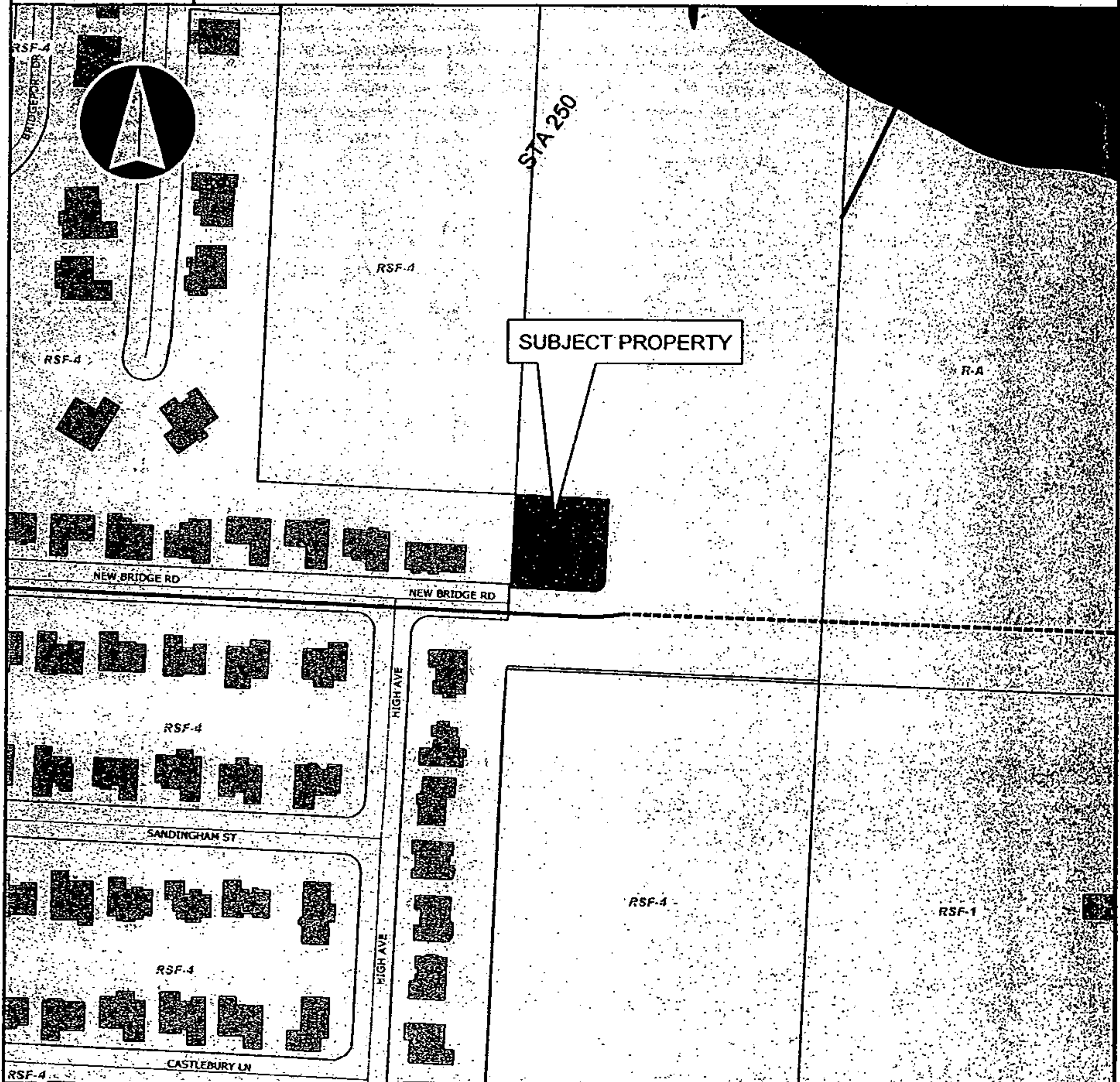
Kevin Pittman

Applicant Name

BOA06-2102

BAXTER

Close Up View



Overview

Legend

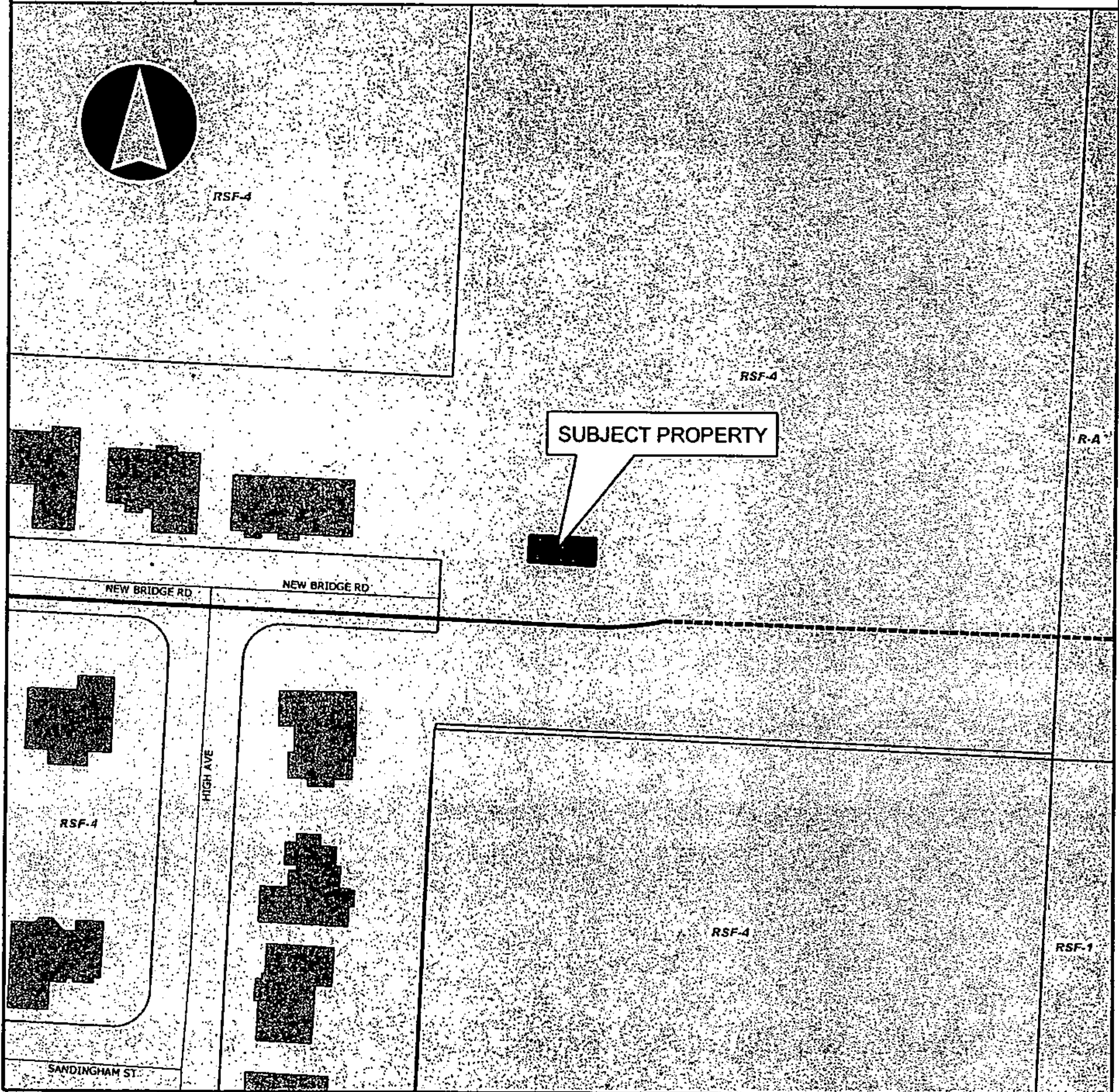
- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- BOA06-2102
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District

0 75 150 300 450 600 Feet

VAC06-2337

Close Up View

PITTMAN



Overview

Legend

- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- Baseline Profile
- Fayetteville
- Outside City
- VAC06-2337
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District

0 37.5 75 150 225 300 Feet

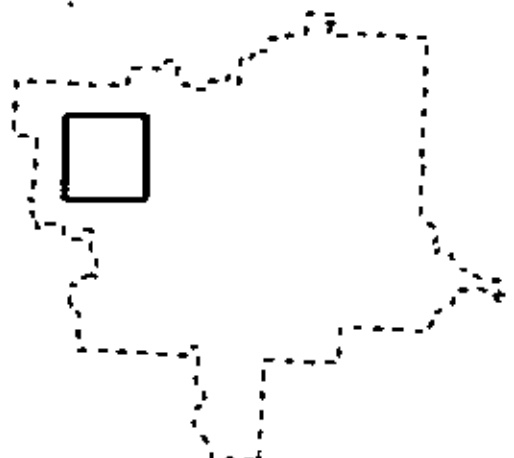
VAC06-2337

One Mile View

PITTMAN



Overview



Legend

Subject Property

VAC06-2337

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

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
October 17, 2006**

A meeting of the Fayetteville City Council was held on October 17, 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, Rhoads, Ferrell, Lucas, Jordan, Mayor Dan Coody, Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor Coody read a Proclamation for Friends of the Library Week.

Mayor Coody introduced some folks from the Ukraine and thanked them for the gavel they presented him. He presented each of them with a pin. Mayor Coody stated the reason they are here is because they are looking at the different forms of government and how they want to have an independent governing process in the Ukraine. They came to Fayetteville, Arkansas as one of the cities they wanted to study. They wanted to see a City Council in action. Mayor Coody welcomed them to Fayetteville and wished them the very best. Mayor Coody said we hope that you learn something here that you can take back to the Ukraine and we appreciate your presence here in Fayetteville.

Tim Conklin, Planning & Development Management Director presented the City Plan 2025 Awards from the State Chapter of the American Planning Association. The City received awards for Achievement in Comprehensive Planning and Achievement in Technology. Tim stated the Fayetteville City Council adopted City Plan 2025 on July 17, 2006 during a joint session of the Planning Commission and City Council. The document is available on the city website. Tim thanked Mayor Coody for his support of planning over the last six years and the commitment to look at how we manage and plan growth in the community. He thanked the City Council, Planning Commission and the citizens of Fayetteville. They have continued to support how we look at and plan the city, they supported City Plan 2025, and they participated in the public participation process which was very successful and cumulated in adopting City Plan 2025. Karen Minkel, Senior Long Range Planner was the project manager. Tim thanked the

current Planning staff, Jeremy Pate Current Planner, Leif Olsen, Julie McQuade, the Department and Division Directors. Tim stated it is important to continue to look at how we plan the city.

Mayor Coody thanked the Council for allocating the money for this kind of planning process.

He discussed the planning process and the benefit of having a plan to follow. He stated so much can be learned from attending conferences. He also thanked the Planning staff for all that they do for the City of Fayetteville.

Tim Conklin stated the other award was for our efforts to use technology to reach out to the public. He presented Scott Caldwell from the IT Department the Achievement in Technology Award for his help in developing the City Plan 2025 website. Tim stated that without the support of the IT Department and the GIS Division the map data that the Council receives would not be possible.

There was also an award for achievement in journalism that was presented to Sarah Terry with the Morning News. She and the Morning News were recognized for getting the word out about City Plan 2025. Tim displayed some of the articles that were published. Tim stated Sarah did a great job in explaining the process that the public would go through, the issues that would be addressed and did a great job in reporting on City Plan 2025. Tim recognized Sarah Terry.

There was a presentation on the Community Asset and Development Information System (CADIS) 2006 Project and the Creating Realistic Animation through EAST (CRATE) Project. Tim stated the City of Fayetteville has participated in this partnership with the University for a number of years.

Tim introduced Malcolm Williamson with the University of Arkansas. Mr. Williamson explained the project.

Malcolm Williamson introduced Caitlin Stevens.

Caitlin Stevens gave a brief presentation of the project and showed the Council the project electronically.

CONSENT:

Approval of the September 5, 2006 and September 12, 2006 City Council meeting minutes.

Approved.

Swepeco-AR: A resolution approving an agreement with Swepeco-AR in the amount of \$69,114.17 for electrical utility line relocation as part of the Van Asche Drive extension project.

Resolution 164-06 as Recorded in the Office of the City Clerk.

Lufkin Industries of Lowell: A resolution awarding Bid #06-55 and approving the purchase of one (1) dump trailer from Lufkin Industries of Lowell in the amount of \$32,539.02 for use by the Wastewater Treatment Project, Water & Sewer Division; and approving a Budget Adjustment.

Resolution 165-06 as Recorded in the Office of the City Clerk.

Barloworld Truck Center of Springdale: A resolution awarding Bid #06-55 and approving the purchase of one (1) truck tractor and hydraulic wet line kit from Barloworld Truck Center of Springdale in the amount of \$76,003.00 for use by the Wastewater Treatment Project, Water & Sewer Division; and approving a Budget Adjustment in the amount of \$76,208.00.

Resolution 166-06 as Recorded in the Office of the City Clerk.

Landers Ford of Little Rock: A resolution awarding Bid #06-56 and approving the purchase of one (1) diesel powered cutaway van truck from Landers Ford of Little Rock in the amount of \$29,601.00 for use by the Solid Waste & Recycling Division.

Resolution 167-06 as Recorded in the Office of the City Clerk.

C. Green Scaping: A resolution approving a contract with C. Green Scaping, LP in the amount of \$145,200.00 for Wetlands construction, burning and planting; and approving a Project Contingency in the amount of \$14,500.00.

Resolution 168-06 as Recorded in the Office of the City Clerk.

Selective Traffic Enforcement Project (STEP) Grant: A resolution accepting the 2006-2007 Selective Traffic Enforcement Program (STEP) Grant in the amount of \$68,000.00 for the purpose of paying overtime to officers engaged in the enforcement of DWI/DUI and seatbelt laws; and approving a Budget Adjustment recognizing the grant revenue.

Resolution 169-06 as Recorded in the Office of the City Clerk.

ADM 06-2293 Lofts at Underwood Plaza: A resolution for ADM 06-2293, approving encroachments into the city's right-of-way for the purpose of constructing foundation on the north side of the Lofts at Underwood Plaza project into Dickson Street, as described and depicted in the attached exhibit.

Resolution 170-06 as Recorded in the Office of the City Clerk.

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

UNFINISHED BUSINESS:

VAC 06-2136 Petunia Court: An ordinance approving VAC 06-2136 submitted by John Carpenter for property located between Lots 31 & 32 of Glenbrook Phase II, vacating unconstructed right-of-way within the subject property. *This ordinance was left on the Second Reading at the October 3, 2006 City Council meeting.*

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

City Attorney Kit Williams read the ordinance.

Alderman Thiel: At the last meeting Jeremy mentioned a lot of the neighborhood attended the Planning Commission meeting and some of them are here tonight. I would like to hear from the people that live there and why they object to this connectivity.

Alderman Reynolds stated when this went through the Planning Commission in 1993 the staff recommended that access to the north be provided. He stated he still feels that way.

Alderman Thiel stated what concerns me about vacating this is there is not a good emergency access to this subdivision.

Jeremy Pate: That was basically our concern as well. The fact that there is an existing subdivision with only one point of ingress and egress we were concerned with so we did recommend denial of this vacation request. The design and facilitation of development on the C-1 tract can certainly be worked into the neighborhood and provide an adequate transition. We certainly do not feel like this is going to increase any cut through traffic simply because there is no place cut through. We are recommending denial of the vacation request. The Planning Commission did not agree with staff and did recommend that this be vacated.

Mayor Coody: What was their reason for disagreeing with staff on this?

Jeremy Pate: They included some conditions, if it was vacated as a right of way it would remain an access easement for emergency access to still provide for emergency access if that commercial tract ever develops. There were also several members from the public that commented so I am surprised that there is no one here tonight.

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

This ordinance failed.

NEW BUSINESS:

R-PZD 06-2169, 6th & Wood: An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2169, 6th & Wood, located south of 6th Street near Wood Avenue, containing approximately 1.80 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the project. The Planning Commission voted 5-3 to recommend approval and staff recommended approval. Jeremy stated this is a down zoning for this area.

Alderman Thiel: I appreciate the developer bringing this forward as a PZD. In the minutes there were some concerns that the neighborhood may not have been involved in the discussion. I would like to see this left on the first reading and have a ward meeting to discuss this project.

Alderman Reynolds: I am in favor of leaving this on the first reading. I have had a lot of calls on this.

This ordinance was left on the First Reading.

RZN 06-2240 Combs: An ordinance approving RZN 06-2240 submitted by H2 Engineering, Inc. for property located at the southeast corner of Morningside Drive and 15th Street, for approximately 61.98 acres, rezoning the subject property from RSF-4, Residential Single Family, 4 units per acre to RMF-6, Residential Multifamily, 6 units per acre and C-1, Neighborhood Commercial.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the project. He stated the Planning Commission recommended approval with a vote of 7-1. Staff is also recommending it.

Laverne Cooper a resident stated she would like to see this remain single family. She stated some of this area is in the flood plain. She also voiced her concern with the traffic in this area. She stated a street light and turning lane will help but they would like to see it remain as it is.

Alderman Jordan: How long have you lived in that area?

Laverne Cooper: 14 years.

Alderman Lucas asked where Ms. Cooper's property was located.

Laverne Cooper: It is west of Morningside.

Alderman Thiel: Mr. Hennelly, the engineer referred to having duplexes and possibly triplexes. I would feel more comfortable with this if it came to us as a PZD.

Tom Hennelly, H2 Engineering: This property is adjacent to the east and the south to an industrial zoned property. You can imagine how difficult it is to market RSF-4 property when it is adjacent to industrial property. We felt the RMF-6 was a reasonable transition. There is RMF-18 and 24 in this area but we felt this was a reasonable enough density to make that transition from industrial. We would like to accompany this with a Bill of Assurance. We took this to the Parks Board and they requested a trail corridor along the Town Branch. We were interested in approaching them with donating the remainder of this flood plain property to the city which would put this permanently undeveloped green area along the trail corridor of the Town Branch. We do think it is an important fact that the southern third of this property be donated to the city and remain undeveloped as green space and a preservation area.

We are not really interested in doing a PZD. It is my understanding that if there are certain zoning districts that have the criteria that you are willing to build within that you should ask for

the specified zoning district that you want which is RMF-24. Every feasibility study that has been done on this property fits within this current zoning standard. We did not see the need to bring this forward as a PZD because there is nothing unusual about the types of developments that are being considered and have not been decided upon for this property. We understood that there was a need for neighborhood commercial to be located on 15th Street to help in the traffic situation. It is a benefit from a traffic stand point to have that commercial property there so they can travel within the development to the commercial. He stated he thinks this is a good use of the property.

Alderman Thiel: There may be some apartment buildings?

Tom Hennelly: There may be. The feasibility that is being done range the spectrum of single family, two family and multifamily dwellings. The density will be RMF-6 whether it is in triplexes or apartments.

Alderman Thiel: Did the Parks Department want this?

Tom Hennelly: The Parks Department did not want us to dedicate this property because they did not want the developer to bank the remainder of it. They thought there was better property owned farther down Town Branch that they could use. They would rather bank the property farther to the east. They were excited about having it donated. The only thing that would be used for the park land requirement is the trail corridor that would need to be dedicated.

Alderman Reynolds: I don't understand why we need a trail corridor through that area because we just finished a trail over there. Will the developer be accessed for any of the improvements to the intersection?

Tom Hennelly: We anticipate being accessed for that as well as the on sight and what the determination is for the off site improvements based on the impact of the development. We would certainly expect that.

A discussion followed on the improvements to the intersection.

Alderman Thiel: I am concerned about not knowing what this project is going to look like. I feel like it is important that we continue to try to improve 15th Street.

This ordinance was left on the First Reading.

RZN 06-2244, Henningsen: An ordinance approving RZN 06-2244 submitted by Jerry Horton for property located at the SW corner of Sunrise Mountain Road and S. School Ave. (HWY 71B), rezoning the subject property from R-A, Residential Agriculture and C-2, Thoroughfare Commercial to I-1, Heavy Commercial Light Industrial.

City Attorney Kit Williams read the ordinance.

Jeremy Pate: The Planning Commission recommended approval of this rezoning request by a vote of 8-0. He stated staff recommended approval of this rezoning request. Jeremy gave a brief description of the proposed rezoning.

Alderman Thiel: There is a petition in opposition to this rezoning.

Justin Ikeman on behalf of John and Debbie Walker and also the residents of Sunrise Mountain stated some of the concerns of the neighbors. He said the residents are opposed to this rezoning however they are not opposed to a development on this site. The reason they are opposed to this rezoning is because of the potential uses under I-1 and the proposed use. He stated they are concerned about the proposed business being a business that will operate 24 hours a day seven days a week. They also have environmental concerns. He stated they are also concerned this will create a traffic safety problem. He stated they feel the C-2 zoning that some of the property is currently zoned is appropriate.

John Walker stated he has lived in this area for over 22 years. He stated the kind of proposed development creates environmental, health and safety concerns. He also voiced his concern about this causing the property values to decrease.

Karen Spears said she has a report from an environmental scientific regarding the wetlands on this property. She voiced her concern about the wetlands on the property. She is concerned about this harming her property values. She is also concerned about the one lane road to their property being impacted.

Jerry Anders he stated a lot of the neighborhood has been rental property and is in the process of being converted to homeowners and he believes this development will harm that movement and harm the property values in the area.

George Knight a resident of Sunrise Mountain voiced his concern about the size of the building and the proposed operation being a 24 hour a day operation. He is also concerned about the railroad and the noise it will create.

Jerry Horton, Harris McHaney Realty, representing the land owner and Henningsen on the rezoning request stated this business needed a railroad spur and it needed to be close to the highway. This property fit all the criteria the people were looking for. The closest neighbor to this, Mr. Dennis applauded development on the property. He stated there will be no pollutants; this is a food distribution cold warehouse they have to meet standards that others do not have to meet in the distribution of products. He requested the Council to pass this rezoning.

Bob Blackston, a resident of Sunrise Mountain voiced his concern about this project. He is concerned about the noise and the fumes.

Alderman Thiel: Alderman Reynolds and I had a meeting with the developer and the neighborhood and are concerned about the size of this proposal. She stated she does not think they want to continue to add industrial to this area. She stated she is concerned that if they rezone this the proposed project may not be the project that goes in there. She voiced her concern about the I-1 zoning and the uses in that zoning. She stated that she thinks Henningsen Cold Storage is a very good project and she would love to see it in Fayetteville. She stated there may be other potential sites for this project.

Alderman Reynolds: I do not want us to lose Henningsen; I want them to find a more compatible place in the City of Fayetteville to build. He stated this site is not right.

Mayor Coody: I spoke to Mr. Henningsen today and let him know this may not be approved at this location. I also let them know we wanted to have them here in Fayetteville and that we would work to try to find something that would be more compatible. I think they are a good company and they have a good reputation.

Alderman Reynolds: Thank you for calling them and working for them.

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 Jordan: I live close to that area. It seems like there is an encroachment of heavy industrial moving into the area and it concerns me. This is a good business but there are certain places where things fit and certain places where they don't fit.

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 failed unanimously.

This ordinance failed.

Olika Investments, LLC Cost-Share: An ordinance waiving the requirements of formal competitive bidding and approving a cost-share with Olika Investments, LLC in the amount of \$30,398.53 for the upsizing of approximately 1460' of 8" water main to 12" water main.

City Attorney Kit Williams read the ordinance.

Alderman Jordan 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 Jordan moved to suspend the rules and go to the third and final reading. Alderman Ferrell 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 4937 as Recorded in the Office of the City Clerk.

Fayetteville Municipal Airport Fuel Flowage Fee: An ordinance amending §91.15: Airports and Aircraft, Code of Fayetteville, to adjust the per gallon flowage fee on all aviation fuel and gasoline supplied at the Fayetteville Municipal Airport.

City Attorney Kit Williams read the ordinance.

Ray Boudreaux, Aviation and Economic Development Director: The Airport Board approved this at their meeting in September. This is simply to get the ordinance in line with what the practice is.

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 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 unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 4938 as Recorded in the Office of the City Clerk.

Farmington/Fayetteville Sewer Service Agreement: A resolution to express the City Council's basic agreement with the terms of the Farmington Position Paper.

City Attorney Kit Williams: I handed out a slightly modified resolution. I would suggest you move to amend the resolution to the one I handed out to you with my memo.

Alderman Cook: The changes are based on what we discussed.

City Attorney Kit Williams: There is really only one change, Section 3 under the Whereas it now should read paying approximately \$2.4 million (33%) of the estimated \$7.2 million cost to build the Farmington lift station gravity and force main.

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

Alderman Cook: I am glad we got to this point after much discussion between Fayetteville and Farmington. I think we came up with a good agreement, it is not perfect for either party necessarily but I think it is a fair agreement for both sides. I appreciate Mr. Davis's help on both sides of the discussion.

Jeff Erf, resident of Fayetteville: Is there an intent in the agreement to ultimately get Farmington off our sewer system at the end of this contract or is the contract there to provide sewer service to Farmington in perpetuity?

Alderman Cook: If we pass this tonight, lift station # 12 will forever marry Fayetteville and Farmington as far as sewer service.

Jeff Erf: So the intent then is that Fayetteville will carry Farmington in perpetuity?

Alderman Cook: We will be the service provider for Farmington.

City Attorney, Kit Williams: In reality we have a regional system serving not only Farmington but Greenland, Elkins and a portion of Johnson.

Jeff Erf: How is capacity defined? Is it the design capacity, operational capacity, or peak flows?

Alderman Cook: It is operational capacity.

Jeff Erf: How is that defined?

Alderman Cook: It will be defined once the plant goes on line. Right now we are basing that off of design capacity but once the plant goes on line and it starts flowing, it might operate above its design capacity due to the better technology and the efficiencies within the system.

Jeff Erf: It seems to me it would serve the city's interest better to have an absolute number.

Alderman Cook: Actually we felt the opposite. Farmington actually wanted a number but I felt like I did not want to give them a number. The 8.2% comes from the facilities plan that we stated when that plan was done that they were using 8.2% of the capacity so we stuck with that number.

Jeff Erf: But if they have over designed the plant then that will give the City of Fayetteville more capacity not Farmington correct?

Alderman Cook: Farmington will get increased capacity too in that case, they will get 8.2%.

Jeff Erf: But not if it is an absolute number. How did you come up with the 33% or the \$2.4 million for their contribution to the improvements? If you look at the original facility plan it was not anywhere near that percentage, their share would have been much higher.

Gary Dumas, Director of Operations: Farmington's financial participation and the funding of the west plant is 8.2%. In looking at the drainage basins served by future lift station 12 their utilization based on the time of that analysis were approximately 67% of design of lift station 12 and all the piping associated with it. So their cost is approximately 67% of that estimated cost.

Jeff Erf: What was the rational of giving Farmington a rebate on their sales tax that they pay in Fayetteville?

Alderman Cook: It is not a rebate on their sales tax, based on the Black and Veatch rate study we were charging Farmington customers \$7.18 per thousand when HDR came through and evaluated that they calculated the rate should have been \$4.66. We were basically over charging them since 2004. We did not know we were over charging them until HDR calculated that number. I was not very enthusiastic about offering that rebate.

Gary Dumas: There are two components to the funding of the west side plant. One is the rate structure and one is the sales tax. In analyzing the rate structure which is suppose to take into account the sales tax portion paid by the various uses it was determined that the rate that has been charged did not give credit for the sales tax participation that the residents in Farmington paid in Fayetteville. That is approximately \$264,000.

Jeff Erf: Why are we even talking about sales tax, Fayetteville residents have to pay sales tax?

Gary Dumas: You are correct, there is a portion of the sales tax that is dedicated to the WSIP and when you calculate the rates for the various user groups you take into account the portion of sales tax they are paying toward the WSIP cost. In looking at the rates and the sales tax contributions of those customers it was determined that there was a rebate of approximately \$264,000 due to those customers.

Jeff Erf: If I understand you correctly, before the special election to approve the bond issues for the WSIP the citizens were told one of the justifications for going to sales tax was if people outside the city would help us pay for the sewage treatment plant.

Gary Dumas: No. That is not true. The reality is they are helping pay for the WSIP but Farmington customers are also rate payers for the sewer system, the rate that they pay is based upon the contribution that they make to retiring that debt from both sales tax and the rate. The rate structure takes into account the amount of sales tax those customers pay. When you have a user group the rate that they pay is based on their total contribution to funding that system and sales tax is a part of that improvement cost.

Jeff Erf: How accurate do you think that estimate is?

Gary Dumas: I think it is very accurate.

Alderman Ferrell: Do we have an idea of the construction cost of the project?

Gary Dumas: The engineers that did the cost estimate for this project were told to be aware of the inflationary increase that we have seen on other recent bids. I am hopeful this is a maximum cost but that can not be guaranteed. The actual allocation would change somewhat if Fayetteville decided to include the area that failed in the Farmington annexation.

Alderman Cook: The original estimate was \$4.8 million then RJN revised that and it went to \$8.2 million. RJN is very confident in that number.

Alderman Jordan: Thanked the chair of the Sewer Committee for the hard work that was done on this.

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

Resolution 171-06 as Recorded in the Office of the City Clerk.

Group Medical & Dental Plan Renewals: A resolution approving the placement of Group Major Medical coverage with CIGNA; COBRA Administration with DataPath; HSA Account Administration with Delta Trust & Banking Corp., with five one-year optional renewals at the city's discretion; and renewing with Delta Dental for employee-paid dental insurance for plan year 2007.

Michele Bechhold, Human Resources Director: The staff is recommending moving the group medical plan to CIGNA. We will match current benefits if the decision is made to move our plan to CIGNA.

Alderman Thiel: I really appreciate the work Mr. Jackson and staff has done on these medical plans.

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

Resolution 172-06 as Recorded in the Office of the City Clerk.

2007 Compensation & Classification Plan Implementation: A resolution adopting the Compensation Committee's recommendation to implement the 2007 Compensation & Classification Plan.

Michele Bechhold: Carolyn Long with Management Advisory Group is here with us this evening. We have provided to you an updated copy of the final report.

Carolyn Long, Management Advisory Group: The document that you have has not changed materially. There are two things I want to bring to your attention. We included an overview of the benefits that the city offers. To summarize you are overall in good shape with your benefit plan, you are to be commended. The other major difference in the plan that we are recommending to you is to provide for the Fire and Police an Open Range Plan rather than the traditional Step Plan.

Ms. Long explained why she is recommending the Open Range Plan rather than the Step Plan for Fire and Police. Ms. Long thanked the staff for their work and the Compensation Committee for their work regarding the process.

Alderman Thiel: How long will this time frame last.

Ms. Long: It will start immediately upon approval by the Council. The target date for implementation is January 1, 2007.

Alderman Ferrell: Anyone that seeks reconsideration would take that to the manager or supervisor and they will submit it, is that what the process will be?

Ms. Long: It can be submitted from the employee, their supervisor or the Department head. If it comes from the employee it typically goes through their supervisor as an informational process.

Alderman Cook: What are the categories that can be appealed?

Ms. Long: If their job classification is wrong, their title is wrong or their classification is out of alignment. Those are things that are appealable.

Alderman Cook: There were some comments from employees that felt their job descriptions did not match what they thought they were. Johanson Group did the job descriptions and then you used those descriptions is that correct?

Ms. Long: The employees completed the questionnaires, the questionnaires were reviewed by the supervisors, Johanson wrote a draft of the descriptions, the descriptions were reviewed internally by city staff, supervisors and Department heads, and Johanson went back and made corrections from those. For the review process I will actually be working from the position questionnaires completed by the employees themselves so if there is any question of disconnect, we are going to be going back to the original source documents completed by the employee and verified and validated by their supervisors.

Alderman Cook: The questions that were submitted to the administration what is the time line for getting those answered.

Gary Dumas: All of those will be forwarded to MAG for their review.

Mayor Coody: How long will it take to get those questions answered?

Carolyn Long: Typically we give employees a week to put together their question; it takes us about two weeks to go through the review process. What I don't know is how long the city employee panel will take. Typically three to four weeks max and we would have it done.

Dominic Swanfeld, Fraternal Order of Police: The current proposal is that salaries will be looked at every four years?

Carolyn Long: I think that is correct.

Dominic Swanfeld: The proposal will include a COLA that is funded fully and will be given every year?

Carolyn Long: No. COLA is typically what you see when you are talking about social security or federal wages, we use an Economic Cost Indicator, ECI, which is the labor cost of wages on non market survey years. Market survey years would be any market adjustment that was indicated.

Dominic Swanfeld: We have mentioned some additional benefits at other police departments that we do not have, we will address those in the future. He voiced his concern about funding this plan partially.

Alderman Ferrell: I move that we accept the percent of market with the open range. Regarding the benefits that Dominic mentioned that would be looked at for all city employees. From the time we spent as a committee on that with the communities we compared with and geographically our employees are treated pretty well and they are paid fair.

Alderman Jordan: Through all this I learned a lot, I really appreciated the input from the employees, the staff, administration and the committee. This compensation plan is going to take us where we want to go.

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

Resolution 173-06 as Recorded in the Office of the City Clerk.

Camels and Dromedaries for Passenger Transport: An Ordinance to amend Article VII Nonmotorized Passenger Transport Vehicles of Chapter XI Business Regulations of the Code of Fayetteville to authorize and regulate Camels and Dromedaries for passenger transport on the Fayetteville Square.

City Attorney Kit Williams read the ordinance.

Alderman Thiel: Are the plans to have rides around the square during the Lights of the Ozarks?

Casey Pinalto: I have been talking to Sharon in the Parking Division about where we can do that. We do not want to take them all the way around the square. We are actually looking for a spot that can be roped off from people walking through.

Alderman Thiel: Are you talking about using some parking spaces?

Casey Pinalto: We have talked about using parking spots across from Tim's Pizza or maybe along the side of the building.

Alderman Thiel: The horses have to be on a ring, is that the way the camels will be done?

Casey Pinalto: They are not, they are lead.

Alderman Thiel: That was the problem with the ponies, they were lead and one of them got away. That is the reason we had to change the original ordinance because of the incident and require they be on a ring so that could not happen.

A discussion followed on the diseases camels have and what type of vaccination camels require, if they bite and spit.

Casey gave a brief history of her back ground with animals and the experience she has in dealing with camels. She stated they carry liability insurance.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Cook 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.

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

Ordinance 4939 as Recorded in the Office of the City Clerk.

Meeting Adjourned at 9:05 PM

Dan Coody, Mayor

Sondra Smith, City Clerk/Treasurer

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
Special City Council Meeting Minutes
October 19, 2006**

A meeting of the Fayetteville City Council was held on October 19, 2006 at 4:15 PM in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Coody called the meeting to order.

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

ABSENT: Alderman Cook and Rhoads.

Pledge of Allegiance

New Business:

Gregg Avenue Widening by the Arkansas Highway and Transportation Department: A resolution to approve an additional payment of Eight Hundred Thousand Dollars (\$800,000.00) to the Arkansas Highway and Transportation Department for the widening of Gregg Avenue between Township and I-540 and to approve a budget adjustment of \$800,000.00 to fund this payment.

Alderman Jordan: This passed the Street Committee.

Ron Petrie, City Engineer: The three options for payment were using money that was to go to the Township project and reimbursing that money later, fund it completely through the street bond issue and the third option that was recommended by the Street Committee was to use the remainder of our funds that we have in our street cost share account, which is a little over \$500,000 and the remainder will be paid from the proceeds of the bond issue. We had set \$8.8 million from the bond program to go toward cost shares, right of way acquisition and those sorts of things. That is what the Street Committee recommended. We have \$587,900 in our existing

CIP account for cost shares and we are asking the remaining \$212,100 to come from the proceeds of the bond issue.

Alderman Jordan: That is what we decided. We thought that would be the simplest thing to do.

Mayor Coody: We need to do this because we partnered with the Highway Department to rebuild Gregg Avenue from two lanes to four lanes from Township north to I-540. The city's part was to move the utilities and purchase the right of way which we did. All costs have escalated because of the increase cost of cement, asphalt, steel, oil and everything else, therefore the Highway Department opted to not do the job because the bids were coming in higher than they anticipated unless the City of Fayetteville kicked in some more money. Every city has been going through this kind of problem and this is just another example of it. The city decided that this project was so important that we needed to go ahead and do this. We already had \$2 million invested in it so we needed to finish the job. That is why we are asking the City Council to approve this resolution to move the \$800,000 to the Highway Department. They will not release the bid until they get our money. That is why I wanted to do this quick meeting instead of waiting three weeks and hold the project up.

Alderman Jordan moved to approve the resolution. Alderman Reynolds seconded the motion. Upon roll call the resolution passed 5-0. Alderman Cook and Rhoads were absent.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 174-06.

Meeting adjourned at 4:20 p.m.

Dan Coody, Mayor

Sondra Smith, City Clerk/Treasurer

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - 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
November 21, 2006**

A meeting of the Fayetteville City Council will be held on November 21, 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**

Budget Overview Presentation, Paul Becker Finance Director – Agenda Session Only.

A. CONSENT:

- 1. Approval of the October 17, 2006 City Council meeting minutes and the October 19, 2006 Special City Council meeting minutes.**
- 2. Baird, Kurtz & Dobson (BKD), LLP:** A resolution approving the annual contract renewal with Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$65,000.00 to provide independent audit services to the City of Fayetteville.
- 3. The Southern Company NLR, Inc:** A resolution approving a contract with The Southern Company of NLR, Inc. in the amount of \$231,738.00 for the purchase and construction of fuel tanks and dispensing system at the Happy Hollow Maintenance Complex; and approving a budget adjustment in the amount of \$256,738.00 which includes \$25,000.00 for site preparation, concrete and asphalt.
- 4. Williams Tractor Company:** A resolution awarding Bid #06-61 and approving the purchase of one (1) Medium Track Excavator from Williams Tractor Company in the amount of \$98,747.00 for use by the Transportation Division; and approving a budget adjustment in the amount of \$100,000.00.

5. **Alpha Utilities, Inc:** A resolution approving a contract with Alpha Utilities, Inc. in the amount of \$1,185,000.00 for improvements to the 36" and 42" water transmission mains from Beaver Water District to the City of Fayetteville; approving a four percent (4%) contingency in the amount of \$47,000.00 and approving a budget adjustment in the amount of \$734,677.00.
6. **Garver Engineers, LLC:** A resolution awarding an engineering contract to Garver Engineers, LLC in an amount not to exceed \$227,550.00 for traffic studies, conceptual design services, surveys, and related services associated with the Cato Springs Road (Technology Corridor) Project.
7. **CEI Engineering Associates, Inc:** A resolution awarding an engineering contract to CEI Engineering Associates, Inc. in an amount not to exceed \$88,380.00 for survey, design and bidding services associated with the Gregg Avenue Improvements Project.
8. **Carter & Burgess, Inc:** A resolution awarding an engineering contract to Carter & Burgess, Inc. in an amount not to exceed \$233,148.00 for survey, design, bidding and related services associated with the Garland Avenue (Highway 112) Improvements Project between I-540 and Howard Nickell Road.
9. **Wayest Safety, Inc:** A resolution awarding Bid #06-62 and approving the purchase of replacement personal protective equipment from Wayest Safety, Inc. in the amount of \$159,740.00 for use by the Fayetteville Fire Department.

B. PUBLIC HEARINGS:

1. **Buffco Inc. Taxi Service:** A resolution granting a Certificate of Public Convenience and Necessity to Buffco Inc. for the operation of four (4) to ten (10) taxicabs within the City of Fayetteville, Arkansas. *This resolution was tabled at the November 7, 2006 City council meeting to the November 21, 2006 City Council meeting.*

C. UNFINISHED BUSINESS:

1. **R-PZD 06-2191, University Club Tower:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2191, University Club Tower, located north of Lowe's Home Center, east of College Avenue (Highway 71), containing approximately 10.39 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*
2. **R-PZD 06-2256, 932 Garland:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2256, 932 Garland, located at 932 Garland, between Berry and Hughes Street, containing approximately 0.84 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*

3. **ADM 06-2324 Amend Title XV: DMP Supplementary District Regulations:** An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend various sections of the code in order to implement the Supplementary District Regulations for the Downtown Master Plan Area. *This ordinance was left on the Second Reading at the November 7, 2006 City Council meeting.*
4. **Emerald Point ADM 06-2282 Appeal:** An appeal of the Planning Commission's decision regarding ADM 06-2282 (Emerald Point). *This appeal was Tabled at the November 7, 2006 City Council meeting to the November 21, 2006 City Council meeting.*
5. **Sunbridge Villas R-PZD 06-2213 Appeal:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2213, Sunbridge Villas, located northwest of Sunbridge Drive and Villa Blvd., Villa Mobile Home Park, containing approximately 20.92 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan.. *This ordinance was left on the First Reading at the November 7, 2006 City Council meeting.*

D. NEW BUSINESS:

1. **Fayetteville Natural Heritage Association, Inc:** A resolution to apply the cost of up to \$80,000.00 of the pavilion to be built in Mount Sequoyah Woods to the remaining \$100,000.00 due for the purchase of all developmental rights in Mount Sequoyah Woods by the Fayetteville Natural Heritage Association, Inc.
2. **RZN 06-2291, HWY 16 Animal Hospital:** An ordinance approving RZN 06-2291 submitted by Jorgensen and Associates for property located at 2805 East Huntsville Road, for approximately 3.42 acres, rezoning the subject property from RSF-1, Residential Single-Family, one unit per acre, R-A, Residential Agricultural, and C-1, Neighborhood Commercial to C-1, Neighborhood Commercial.
3. **R-PZD 06-1884, Westside Village:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-1884, Westside Village, located south of Wedington, east of Ruppel Road, containing approximately 21.63 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan.
4. **VAC 06-2290, Grubbs:** An ordinance approving VAC 06-2290 submitted by Richard L. Grubbs for property located at Lot 6 Block 1 of the Northpoint Subdivision on Point Circle, vacating a portion of a utility easement on the subject property.
5. **ADM 06-2252 Future Land Use Map:** A resolution adopting the Future Land Use Map and associated text as part of the City Plan 2025 comprehensive land use plan for the City of Fayetteville.
6. **Assign Annexed Territory to Ward Four:** An ordinance to attach and incorporate approximately 1,419.3 acres of land into the corporate limits of the City of Fayetteville pursuant to the annexation election of October 10, 2006, assign all this territory to Ward Four and to assign the zoning designation of R-A to all parcels.

7. **J.B. Hays and Charles Sloan Land Sale:** An ordinance to waive the requirements of §34.27 of the Fayetteville Code of Ordinances and to authorize the sale of approximately 36.62 acres of the Westside Treatment Plant site to J.B. Hays and Charles Sloan for \$1,166,367.00.
8. **Harmony Pointe and Copper Creek Playgrounds:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of playground equipment from Game Time by Southwest Parks & Playgrounds, L.P. in the amount of \$85,161.00 for Harmony Pointe and Copper Creek Parks.
9. **Solid Waste and Recycling Purchase:** An ordinance waiving the requirements of formal competitive bidding indefinitely for the purchase of 2 to 8 yard dumpsters, roll-off style boxes, compactors and receiver boxes.
10. **Fayetteville – Farmington Sewer Agreement:**
11. **RJN Group, Inc:** A resolution approving Contract Amendment #4 to the agreement for Professional Engineering Services with RJN Group, Inc. in the amount of \$953,049.00 to provide design and construction phase services pertaining to technical design, engineering, Corps of Engineers and stormwater permit issues for the West Side and Farmington area Wastewater System Improvements Project (subprojects WL-10, WL-11 and WL-12); and approving a contingency in the amount of \$40,000.00.
12. **Robinson, Stafford and Rude, Inc:** A resolution approving a contract for Professional Engineering Services with Robinson, Stafford and Rude, Inc. (RSR) in the amount of \$39,844.00 (to be wholly reimbursed by the City of Farmington) to provide value engineering services for the Farmington and West Fayetteville Area Wastewater System Improvement Project engineering design.
13. **Proposed 2007 Annual Budget & Work Program:** A resolution adopting the 2007 Annual Budget and Work Program as approved and amended.

E. INFORMATIONAL:

City Council Tour: November 20, 2006 -4:30 PM

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

11-21-2006
City Council Meeting Date

Marsha Farthing, Acctg Manager
Submitted By

Accounting and Audit
Division

FISD
Department

Action Required:

Approval of the fifth year engagement of a five year contract with BKD, LLP in the amount of \$65,000 for the 2006 annual audit.

\$ 65,000.00
Cost of this request

\$ 65,000.00
Category / Project Budget

Program Category / Project Name

Various
Account Number

\$
Funds Used to Date

Program / Project Category Name

Project Number

\$ 65,000.00
Remaining Balance

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Previous Ordinance or Resolution #

Department Director

Date

Original Contract Date:

Original Contract Number:

City Attorney

Date

Received in City Clerk's Office

Paul A. Becher
Finance and Internal Service Director

11-2-06
Date

Received in Mayor's Office

Jim Cooley
Mayor

11/2/06
Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor Dan Coody and the Fayetteville City Council
Thru: Paul Becker, Finance Director
From: Marsha Farthing, Accounting Manager 
Date: November 1, 2006
Subject: Annual Audit

Recommendation

Staff recommends approval of the fifth year audit engagement with BKD,LLP.

Background

In August 2002 the City Council passed Resolution 124-02 approving a five year contract with Baird, Kurtz & Dobson (BKD), LLP, to provide independent audit services for the City. It is time to approve the engagement letter for services in connection with the audit for the year ending December 31, 2006.

Discussion

The City is required, under Arkansas statutes and applicable bond issues, to have an annual financial audit conducted by either Legislative Audit or a Certified Public Accounting firm licensed in Arkansas. Because of the requirements of bond indentures, the City has for the past thirty plus years utilized the services of a private CPA firm to perform these mandated financial audits.

BKD was selected by the City following the applicable rules and regulations concerning the procurement of auditing services. The City entered into a five-year agreement in August 2002. Under this contract BKD will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition to the financial audit, BKD also issues a report on internal control and compliance requirements for major federal award programs as required by the Single Audit Act. The single audit is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

Finally, BKD also provides technical assistance to the City in producing the Comprehensive Annual Financial Report (CAFR). The CAFR includes the City's

financial statements as well as statistical information required by the City's bond covenants.

Budget Impact

The cost of the 2006 audit by contract is \$65,000. The audit has been budgeted in General Fund but the costs will be allocated to the various funds of the City.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ANNUAL CONTRACT RENEWAL WITH BAIRD, KURTZ & DOBSON (BKD), LLP, IN THE AMOUNT OF \$65,000.00 TO PROVIDE INDEPENDENT AUDIT 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 Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$65,000.00 to provide independent audit services to the City of Fayetteville. A copy of the engagement letter for services marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 21st day of November, 2006

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk



August 8, 2006

Audit Committee and City Council
Honorable Dan Coody, Mayor
Mr. Paul Becker, Finance and Internal Services Director
Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the City of Fayetteville, Arkansas.

ENGAGEMENT OBJECTIVES

We will audit the basic financial statements of the City of Fayetteville, Arkansas as of and for the year ended December 31, 2006, in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*.

The objectives of our audit are:

- ✓ Expression of an opinion on the conformity of your financial statements, in all material respects, with accounting principles generally accepted in the United States of America.
- ✓ Issuance of a report on your compliance based on the audit of your financial statements.
- ✓ Issuance of a report on your internal control over financial reporting based on the audit of your financial statements.
- ✓ Expression of an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U. S. Office of Management and Budget Circular A-133 Compliance Supplement* that are applicable to each of your major federal award programs.

Audit Committee and City Council
Honorable Dan Coody, Mayor
Mr. Paul Becker, Finance and Internal Services Director
Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas

August 8, 2006

- ✓ Issuance of a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs.
- ✓ Issuance of a report on your schedule of expenditures of federal awards.

We will also examine the written assertion about the compliance with certain state acts made by the management of City of Fayetteville, Arkansas as of and for the year ended December 31, 2006, in accordance with attestation standards established by the American Institute of Certified Public Accountants.

The objective of our examination is the expression of an opinion on the conformity of the subject matter of the assertion in all material respects, with the applicable criteria against which it is measured. Our report is intended solely for the information and use of the governing body, management and the State of Arkansas and is not intended to be and should not be used by anyone other than these specified parties.

OUR RESPONSIBILITIES

Auditing standards generally accepted in the United States of America, *Government Auditing Standards* and OMB Circular A-133 require that we plan and perform:

- ✓ The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud.
- ✓ The audit of compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred.

Accordingly, a material misstatement or noncompliance having a direct and material effect may remain undetected.

Our audit of the financial statements is designed to detect misstatements and noncompliance that, in our judgment, could have a material effect on the financial statements taken as a whole. Consequently, our audit will not necessarily detect errors or fraud resulting in an immaterial misstatement of the financial statements.

Audit Committee and City Council
Honorable Dan Coody, Mayor
Mr. Paul Becker, Finance and Internal Services Director
Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas

August 8, 2006

Likewise, our audit of compliance with the types of compliance requirements applicable to each major federal award program is designed to detect noncompliance having a direct and material effect on a major program. Consequently, our audit will not necessarily detect noncompliance having an indirect and material or an immaterial effect on any program.

An audit also includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control over financial reporting or on internal control over compliance or to identify reportable conditions. However, we will communicate to you any matter that comes to our attention that we consider a reportable condition. Because of the limits in any internal control structure, errors, fraud, illegal acts or instances of noncompliance may occur and not be detected. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system. We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

If, for any reason, we are unable to complete our audit of the financial statements or our audit of compliance with the types of compliance requirements applicable to each major federal award program or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of this engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

YOUR RESPONSIBILITIES

To facilitate our audit, management is responsible for making all financial records documentation and other financial and compliance related information available to us. At the conclusion of our engagement, management will provide to us a letter acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The written assertion
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Audit Committee and City Council
Honorable Dan Coody, Mayor
Mr. Paul Becker, Finance and Internal Services Director
Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas

August 8, 2006

Management is responsible for fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, for adjusting the financial statements to correct material misstatements and for identifying and ensuring compliance with the laws, regulations, contracts and grants applicable to your activities including your federal award programs. Management is also responsible for establishing and maintaining effective internal control over financial reporting and compliance and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter and detect fraud, illegal acts and instances of noncompliance.

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures or other engagements that satisfy relevant legal, regulatory or contractual requirements or fully meet other reasonable user needs.

OTHER SERVICES

We may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of those services, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management functions related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

Our fees will be based on time expended plus charges for travel, long-distance telephone, copies, etc. and will not exceed \$65,000. We will issue progress billings during the course of our engagement and our statements are due when received.

Our fees are based upon the understanding that your personnel will be available to assist us. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters

Audit Committee and City Council
Honorable Dan Coody, Mayor
Mr. Paul Becker, Finance and Internal Services Director
Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas

August 8, 2006

- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance needed before the audit begins.

Our timely completion of the audit depends on your timely and accurate schedule and analyses preparation and on the availability of your personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase. If these circumstances occur, we will promptly notify you to discuss alternative solutions and the impact on our fees.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may increase if our duties or responsibilities are increased by rule making of any regulatory body or new accounting or auditing standards. We will consult with you in the event any regulations or standards are issued that may impact our fees.

Our invoices are due within thirty days. If our invoices for this or any other engagement you may have with BKD are not paid when due, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs, and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

Audit Committee and City Council
Honorable Dan Coody, Mayor
Mr. Paul Becker, Finance and Internal Services Director
Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas

August 8, 2006

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

We may from time to time use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial statements or similar documents to you electronically via floppy disk, CD-ROM, e-mail or other mechanism. You recognize and accept the risk involved, particularly in e-mail delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us

Audit Committee and City Council
Honorable Dan Coody, Mayor
Mr. Paul Becker, Finance and Internal Services Director
Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas

August 8, 2006

with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon on an electronic site, such as the World Wide Web. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

HIPAA BUSINESS ASSOCIATE AGREEMENT

We agree not to use or disclose Protected Health Information of your employees (hereinafter referred to as "PHI") obtained or produced in any form of media during the course of our work, other than for purposes of (a) performing our engagement, (b) management and administration of BKD, or (c) carrying out legal responsibilities of BKD. We represent to you that we have implemented what we consider to be appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of that PHI. With respect to your PHI, we will report to you any material security incident or use or disclosure not authorized by this agreement and, to the extent practical, assist you in mitigating any harmful effects caused by material security incidents or unauthorized uses or disclosures of which we have knowledge. We agree that any material violation of these confidentiality provisions entitles you to terminate this engagement.

BKD agrees to:

1. Upon their request, make available to the Secretary of Health and Human Services our internal practices and books and records relating to the use and disclosure of PHI for purposes of determining your compliance with the Security and Privacy Rule, subject to any applicable legal privileges.

Audit Committee and City Council
Honorable Dan Coody, Mayor
Mr. Paul Becker, Finance and Internal Services Director
Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas

August 8, 2006

2. To the extent we maintain information that is part of a Designated Record Set, make available information necessary for you to make an accounting of disclosures of PHI about an individual.
3. To the extent we maintain information that is part of a Designated Record Set, make available information necessary for you to respond to requests by individuals for access to PHI that is not in your possession but is considered part of a Designated Record Set.
4. Upon receipt of a written request from you, incorporate any amendments or corrections to PHI contained in our workpapers in accordance with the Security and Privacy Rule to the extent such PHI is considered part of a Designated Record Set.

For purposes of this agreement, the term "Security and Privacy Rule" refers to the final rules published to implement the Administrative Simplification provisions of the *Health Insurance Portability and Accountability Act of 1996*, specifically 45 CFR Parts 160 and 164. The terms "Protected Health Information" and "Designated Record Set" have the same meaning as defined in the Security and Privacy Rule.

At the conclusion or termination of this engagement, any PHI retained by us will be subject to the same safeguards as for active engagements.

We will obtain from any agents, including subcontractors, to whom we provide PHI received from you, or created or received by us on behalf of you, an agreement to the same restrictions and conditions that apply to us with respect to such PHI.

To the extent that any relevant provision of HIPAA is eliminated or held to be invalid by a court of competent jurisdiction, the corresponding portion of this agreement shall be deemed of no force and effect for any purpose. To the extent that any relevant provision of HIPAA is materially amended in a manner that changes the obligations of business associates or covered entities that are embodied in term(s) of this engagement, the Parties agree to negotiate in good faith appropriate amendment(s) to this engagement to give effect to such revised obligations. In addition, the terms of this engagement should be construed in light of any interpretation and/or guidance on HIPAA issued by HHS from time to time.

-9-

August 8, 2006

Audit Committee and City Council
Honorable Dan Coody, Mayor
Mr. Paul Becker, Finance and Internal Services Director
Ms. Marsha Farthing, Accounting Manager
City of Fayetteville, Arkansas

If the above arrangements are acceptable to you, please sign the enclosed copy of this letter and return it to us.

BKD, LLP

BKD, LLP

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

CITY OF FAYETTEVILLE, ARKANSAS

BY *Dan Coody*

TITLE *Mayor*

DATE *11/02/06*

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

A. 3
The Southern Company NLR, Inc
Page 1 of 8

21-Nov-06

City Council Meeting Date

David Bragg

Submitted By

Fleet Operations

Division

Operations

Department

Action Required:

A resolution awarding Bid #06-60 and a contract to The Southern Company NLR, Inc. in the amount of \$231,738.00 for the purchase and construction of Fuel Tanks and Dispensing System at the Happy Hollow maintenance complex and approval of the budget adjustment to move funds to the Fleet Expense account. The cost of the request includes \$25,000 for site preparation, concrete and asphalt.

\$256,738.00

Cost of this request

\$

19,900.00

Category/Project Budget

Fuel Storage Improvements-Replcmt

Program Category / Project Name

9700.1920.5801.00

Account Number

\$

19,900.00

Funds Used to Date

Fixed Assets

Program / Project Category Name

02101

Project Number

\$

-

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

X

Previous Ordinance or Resolution # n/a

David Bragg 11.3.06
Department Director Date

Original Contract Date: n/a

Original Contract Number: n/a

D. P. White 11/6/06
City Attorney Date
Paul A. Becher 11/6/06

Received in City Clerk's Office

ENTERED

11-3-06

Don Carley 11/6/06
Mayor Date

Received in Mayor's Office

ENTERED

11/6/06

Comments:



A. 3
The Southern Company NLR, Inc
Page 2 of 8

FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

Interdepartmental Correspondence

To: Mayor/City Council

Thru: Gary Dumas, Director of Operations

From: David Bragg, Fleet Operations Superintendent

Date: November 2, 2006

Subject: Award of Fuel Facility Construction Bid

RECOMMENDATION: That City Council approve the award of a construction contract for fuel tank and dispensing facilities at Happy Hollow Road – Fleet Operations Division in the amount of \$231,738.00.

BACKGROUND: Bid #06-60 was opened on October 30, 2006 for construction of Fuel Tanks and Dispensing System at the Happy Hollow maintenance complex. One bid response was received.

The construction bid from The Southern Company NLR, Inc. of Fort Smith meets all specifications. The Southern Company installed the existing fuel facility at Church Street and has experience with biodiesel facilities.

I recommend acceptance of the construction bid from The Southern Company in the amount of \$231,738.00.

Construction of this facility will provide the following benefits to the City of Fayetteville:

1. Implement Biodiesel fuel for all diesel powered vehicles.
2. Reduce travel miles and time to existing site on Razorback Road, improving crew productivity.
3. Improve the City's competitive position for fuel purchases.
4. Improve fuel accountability by replacing the obsolete GASBOY system.

Total cost of this project is \$256,738.00 (bid price of \$231,738 plus \$25,000 for site preparation, concrete and asphalt.) Funds are available for a budget adjustment to fund this purchase from the Shop Fund. Funds will be recovered through a fuel markup per gallon dispensed.

The Equipment Committee approved award of this contract from bid 06-60 in the meeting on October 31, 2006.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH THE SOUTHERN COMPANY OF NLR, INC. IN THE AMOUNT OF \$231,738.00 FOR THE PURCHASE AND CONSTRUCTION OF FUEL TANKS AND DISPENSING SYSTEM AT THE HAPPY HOLLOW MAINTENANCE COMPLEX; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$256,738.00 WHICH INCLUDES \$25,000.00 FOR SITE PREPARATION, CONCRETE AND ASPHALT.

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 Southern Company of NLR, Inc. in the amount of \$231,738.00 for the purchase and construction of fuel tanks and dispensing system at the Happy Hollow Maintenance Complex.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a Budget Adjustment in the amount of \$256,738.00 which includes \$25,000.00 for site preparation, concrete and asphalt.

PASSED and APPROVED this 21st day of November, 2006.

APPROVED

By: **DAN COODY, Mayor**

Attest:

By: **SONDRA SMITH, City Clerk**

DRAFT

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

A. 3
The Southern Company NLR, Inc
Page 4 of 8

Budget Year 2006	Department: Operations Division: Fleet Operations Program: Capital Expenditures	Date Requested 11/3/2006	Adjustment Number
----------------------------	--	------------------------------------	-------------------

Project or Item Added/Increased: Increase the Fuel Storage Improvements - Replacement Project by \$256,738.	Project or Item Deleted/Reduced: None. Use of Shop Fund Balance by \$256,738.
---	---

Justification of this Increase: Construction of fuel tanks and dispensing system at Happy Hollow maintenance complex will implement the use of biodiesel fuel for all diesel vehicles. It will reduce travel miles and time to existing site on Razorback Road which is scheduled to close next year. It will also improve fuel accountability by replacing the obsolete Gasboy system.	Justification of this Decrease: There are sufficient reserves available for the purchase of the Fuel Storage System. The fuel charges will be increased by a small markup to recover the cost of the equipment.
---	---

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Fixed assets	9700	1920	5801	00	256,738	02101	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	9700	0970	4999	99	256,738		

Approval Signatures

Barbara Olson 11-3-6
Requested By Date

[Signature] 11-3-06
Budget Manager Date

[Signature] 11-3-06
Department Director Date

Paula A. Behn 11-6-06
Finance & Internal Services Director Date

W. Cooley 11/7/06
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



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

A. 3
The Southern Company NLR, Inc.
Page 5 of 8

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Robert Reynolds, Chairman
Kyle Cook
Bobby Ferrell
Lioneld Jordan

FROM: David Bragg, Fleet Operations Supt

DATE: October 31, 2006

SUBJECT: Award of Fuel Facility Construction Bid

Bid #06-60 was opened on October 30, 2006 for construction of Fuel Tanks and Dispensing System at the Happy Hollow maintenance complex. One bid response was received.

The construction bid from The Southern Company NLR, Inc. of Fort Smith meets all specifications. The Southern Company installed the existing fuel facility at Church Street and has experience with biodiesel facilities.

I recommend acceptance of the construction bid from The Southern Company in the amount of \$231,738.00.

Construction of this facility will provide the following benefits to the City of Fayetteville:

1. Implement Biodiesel fuel for all diesel powered vehicles.
2. Reduce travel miles and time to existing site on Razorback Road, improving crew productivity.
3. Improve the City's competitive position for fuel purchases.
4. Improve fuel accountability by replacing the obsolete GASBOY system.

Funds are available for a budget adjustment to fund this purchase from the Fleet Fund. Funds will be recovered through a fuel markup per gallon dispensed.

Cc:
Gary Dumas

APPROVED

10/31/06

2RB

City of Fayetteville
Bid 06-60, Fuel Tanks and Dispensing System
Contract

This contract executed this _____ day of _____, 2006, between the City of Fayetteville, Arkansas, and The Southern Company NLR Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Southern Company NLR 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 invitation to bid 06-60 as stated in The Southern Company NLR Inc. proposal, and in accordance with specifications attached hereto and made a part hereof under BID 06-60, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay The Southern Company NLR Inc. based on their proposal in an amount not to exceed \$231,738.00. 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 The Southern Company NLR Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Proposal form identified as Bid 06-60 with the specifications and conditions typed thereon.
 - B. The Southern Company NLR Inc. 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 The Southern Company NLR Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and The Southern Company NLR Inc.
5. The Southern Company NLR Inc. shall not assign its duties under the terms of this agreement.
6. The Southern Company NLR 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 The Southern Company NLR Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. The Southern Company NLR 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, The Southern Company NLR 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.

The premiums for all insurance and the bond required herein shall be paid by The Southern Company NLR Inc. and shall be for the amounts listed in Bid 06-60.
8. The Southern Company NLR 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 The Southern Company NLR Inc. with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees."

WITNESS OUR HANDS THIS _____ DAY OF _____, 2006.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

DAN COODY, Mayor

Attest:

Sandra Smith, City Clerk

The Southern Company of NLR, Inc.
CONTRACTOR

BY Jeff Maxwell U.P. Sales & Const
NAME AND TITLE

ATTEST: COMPANY SECRETARY

Plaine
1201 Cypress NLR, AR, 72114
BUSINESS ADDRESS

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

A. 4
Williams Tractor Company
Page 1 of 6

21-Nov-06

City Council Meeting Date

David Bragg

Submitted By

Fleet Operations

Division

Operations

Department

Action Required:

A resolution awarding Bid #06-61 to Williams Tractor Company of Fayetteville in the amount of \$98,747.00 for the purchase of one medium track excavator for use by Transportation Division, and approval of the budget adjustment to move funds to the Fleet Expense account.

\$98,747.00

Cost of this request

\$

100,000.00

Category/Project Budget

Construction Equipment

Program Category / Project Name

9700.1920.5802.00

Account Number

\$

-

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02077

Project Number

\$

100,000.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

X

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Department Director

Date

11.3.06

City Attorney

Date

4/6/06

Paul A. Bader

11/6/06

Mayor

Date

11/7/06

Received in City Clerk's Office

ENTERED

11-30-06

Received in Mayor's Office

ENTERED

11/6/06

Comments:



A. 4
Williams Tractor Company
Page 2 of 6

FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

Interdepartmental Correspondence

To: Mayor/City Council

Thru: Gary Dumas, Director of Operations

From: David Bragg, Fleet Operations Superintendent

Date: November 2, 2006

Subject: Purchase of one Medium Track Excavator

RECOMMENDATION: That City Council approve the purchase of one medium track excavator for use by Transportation Division in the amount of \$98,747.00.

BACKGROUND: Bid #06-61 was opened on October 18, 2006 for one diesel powered Medium Track Excavator for use by Transportation Division. Three bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor Company of Fayetteville meets all specifications and offers an acceptable delivery schedule.

I recommend acceptance of the bid from Williams Tractor in the amount of \$98,747.00.

This excavator is an expansion unit approved at the September Equipment Committee meeting. Productivity gains established with a rented excavator over a five month period substantiate economic advantage of this purchase.

Funds are available for a budget adjustment to fund this purchase from Capital Improvement funds.

The Equipment Committee approved purchase of this excavator from bid 06-61 in the meeting on October 31, 2006.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #06-61 AND APPROVING THE PURCHASE OF ONE (1) MEDIUM TRACK EXCAVATOR FROM WILLIAMS TRACTOR COMPANY IN THE AMOUNT OF \$98,747.00 FOR USE BY THE TRANSPORTATION DIVISION; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$100,000.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #06-61 and approves the purchase of one (1) Medium Track Excavator from Williams Tractor Company in the amount of \$98,747.00 for use by the Transportation Division.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount of \$100,000.00.

PASSED and APPROVED this 21st day of November, 2006.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

BIDDER **Manufacturer** **Model** **Unit Price**

1	J. A. Riggs Tractor Co	Caterpillar	314 CCR	\$101,993.00
2	Scott Construction Equipment	Kobelco	SKBSLC	\$108,400.00
3	Williams Tractor Inc	New Holland	E130	\$98,747.00

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

CERTIFIED:

P. VICE PURCH MGR

WITNESS

DATE

P Vice

Witman

10/18/06

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

A. 4
Williams Tractor Company
Page 5 of 6

Budget Year 2006	Department: Sales Tax Capital Improvements Division: Program:	Date Requested 11/1/2006	Adjustment Number
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Project or Item Added/Increased:
Additional funding in the amount of \$100,000.00 is needed for the purchase of one diesel powered medium track excavator from Williams Tractor, Inc., for use by the Transportation Division's Trail Development program.

Project or Item Deleted/Reduced:
Reduce the Trails account in the Trail Development Capital Project by \$100,000.00.

Justification of this Increase:
The use of a track excavator is often needed during the construction of new pedestrian trails. The Transportation Division has had to rent this type of equipment on a regular basis throughout the life of the Trail Development program. The purchase of this expansion equipment will save money by decreasing the need for rental equipment, as well as increase the efficiency of the Trail Development crew.

Justification of this Decrease:
This expansion has been approved by the Equipment Committee. Staff has recommended a resolution approving Bid #06-61 to award Williams Tractor, Inc., with the lowest bid for this purchase. Adequate funding will remain to meet 2006 objectives. Fleet is recognizing revenue due to a transfer from the Sales Tax Capital Improvements Fund.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Transfer to Shop	4470	9470	7602	70	100,000	02016	1
Vehicles and equipment	9700	1920	5802	00	100,000	02077	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Trails	4470	9470	5814	05	100,000	02016	1
Trans from Cap Improv	9700	0970	6602	47	100,000	02077	1

Approval Signatures

Requested By *Ginny Apperson* 11/2/06
Date

Budget Manager *[Signature]* 11-3-06
Date

Department Director *[Signature]* 11-6-06
Date

Finance & Internal Services Director *Paul A. Bach* 11-6-06
Date

Mayor *[Signature]* 11/7/06
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



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

A. 4
Williams Tractor Company
Page 6 of 6

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Robert Reynolds, Chairman
Kyle Cook
Bobby Ferrell
Lioneld Jordan

FROM: David Bragg, Fleet Operations Supt

DATE: October 25, 2006

SUBJECT: Award of Excavator Bid

Bid #06-61 was opened on October 18, 2006 for one diesel powered Medium Track Excavator for use by Transportation Division. Three bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor Company of Fayetteville meets all specifications and offers an acceptable delivery schedule.

I recommend acceptance of the bid from Williams Tractor in the amount of \$98,747.00.

This excavator is an expansion unit approved at the September Equipment Committee meeting. Productivity gains established with a rented excavator over a five month period substantiate economic advantage of this purchase.

Funds are available for a budget adjustment to fund this purchase from appropriated trails funds.

Cc:
Gary Dumas

APPROVED

10/31/06

24RB

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

21-Nov-06
City Council Meeting Date

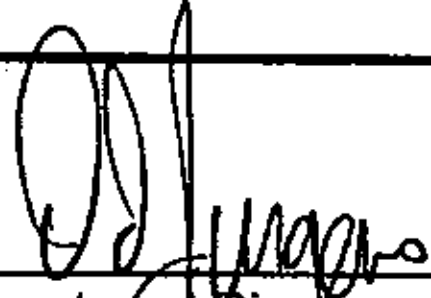
Shannon Jones Engineering Operations
Submitted By Division Department

Action Required:

Approval of a contract with Alpha Utilites, Inc., in the amount of \$1,185,000.00, for improvements to the 36" and 42" water transmission mains from Beaver Water District to the City of Fayetteville, and approve a 4% contingency of \$47,000.00.

\$1,244,250.00	\$ 962,326.00	36" Waterline Improvements
Cost of this request	Category/Project Budget	Program Category / Project Name
5400.5600.5808.00	\$ 417,306.00	Water and Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
03018.20	\$ 545,020.00	Water/Sewer
Project Number	Remaining Balance	Fund Name

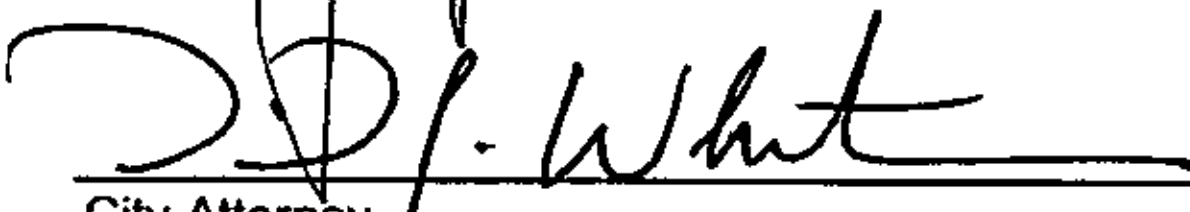
Budgeted Item ☐ Budget Adjustment Attached ☒


Department Director 3 Nov 06
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____


City Attorney 11/6/06
Date


Finance and Internal Service Director 11/6/2006
Date

Received in City Clerk's Office
ENTERED
11-3-06


Mayor 11/7/06
Date

Received in Mayor's Office
ENTERED
11/6/06

Comments:

City Council Meeting of November 21, 2006

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody
David Jurgens, Water & Wastewater Director
Fayetteville Sewer Committee

From: Shannon Jones, Water & Wastewater Staff Engineer

Date: November 3, 2006

Subject: Approval of a contract with Alpha Utilites, Inc., in the amount of \$1,185,000.00, for improvements to the 36" and 42" water transmission mains from Beaver Water District to the City of Fayetteville, and approve a 4% contingency of \$47,000.00.

RECOMMENDATION

Approval of a contract with Alpha Utilites, Inc., in the amount of \$1,185,000.00, for improvements to the 36" and 42" water transmission mains from Beaver Water District to the City of Fayetteville, and approve a 4% contingency of \$47,000.00.

BACKGROUND

The City received three bids for this project, as follows:

Alpha Utilities , Inc.	\$ 1,185,000.00 (low bid)
Hunco Builders, Inc.	\$ 1,197,750.00
J L Bryson, Inc.	\$ 1,207,700.00
Engineer's Estimate	\$ 1,200,676.00

The project consists of the installation of facilities to provide the City the capability to detect and isolate major breaks in the 36 inch pipeline between Joyce Road and Mission Boulevard. This construction includes the installation of concrete vaults, pressure sustaining valves, electric actuators on existing 36 inch butterfly valves, a flowmeter, and associated electrical and instrumentation devices at five locations along the existing 36 and 42 inch transmission mains from Beaver Water District.

The investigation of 36 and 42 inch transmission mains identified that the pressure in the mains drops well below the minimum standard established by the Arkansas Department of Health. City staff notified the ADH of this circumstance as soon as it was discovered. The ADH requires that the condition be corrected. The only way to make the correction is to install the pressure sustaining valves that are over 65% of the cost of this contract. This was a significant increase in the required scope of work, and is the cause for the project cost exceeding the projected budget.

DISCUSSION

The engineer of record, Black & Veatch, has reviewed the bids as submitted. Black & Veatch has recommended awarding the contract to Alpha Utilities, Inc. They further recommend that we negotiate with Alpha Utilities the unit price per foot of any additional pipe that may be required to complete the project. The letter of recommendation by Black & Veatch is attached.

BUDGET IMPACT

A budget adjustment of \$734,677.00 is necessary for the project. The budget adjustment request is attached.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH ALPHA UTILITIES, INC. IN THE AMOUNT OF \$1,185,000.00 FOR IMPROVEMENTS TO THE 36" AND 42" WATER TRANSMISSION MAINS FROM BEAVER WATER DISTRICT TO THE CITY OF FAYETTEVILLE; APPROVING A FOUR PERCENT (4%) CONTINGENCY IN THE AMOUNT OF \$47,000.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$734,677.00.

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 Alpha Utilities, Inc. in the amount of \$1,185,000.00 for improvements to the 36" and 42" water transmission mains from Beaver Water District to the City of Fayetteville.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a four percent (4%) contingency in the amount of \$47,000.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby approves a Budget Adjustment in the amount of \$734,677.00.

PASSED and APPROVED this 21st day of November 2006.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

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

A. 5
Alpha Utilities, Inc
Page 4 of 32

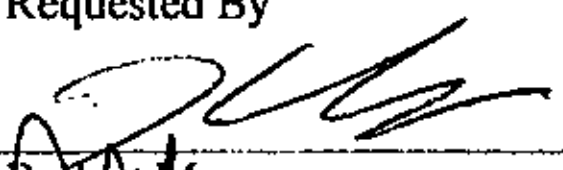
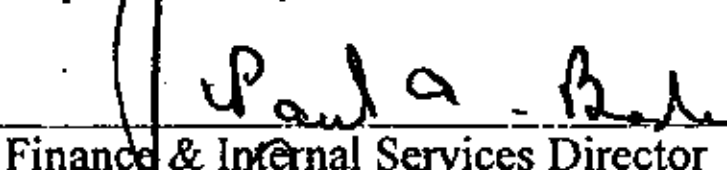
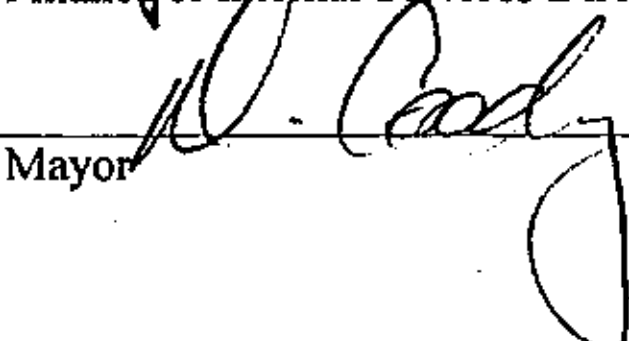
Budget Year 2006	Department: Operations Division: Water & Sewer Maintenance Program: Water Distribution Maintenance	Date Requested 11/3/2006	Adjustment Number
----------------------------	--	------------------------------------	-------------------

Project or Item Added/Increased: Increase the 36" Waterline Replacement and Protection Project \$687,000. Project# 03018. Also transfer \$47,677 to Water Distribution account.	Project or Item Deleted/Reduced: None. Use of Water/Sewer Fund Balance by \$734,677. Reserves are sufficient to cover the additional funds needed.
---	--

Justification of this Increase: Additional repairs to 36" water line are needed to come into compliance with the Safe Drinking Act requirements. Significant increase in the scope of work is needed to accomplish this goal.	Justification of this Decrease: There are sufficient reserves available for the additional funds needed for this project.
---	---

Increase Expense Budget (Decrease Revenue Budget)							
Account Name	Account Number				Amount	Project Number	
Construction materials	5400	4310	5216	00	47,677		
Water line improvements	5400	5600	5808	00	687,000	03018	20

Decrease Expense Budget (Increase Revenue Budget)							
Account Name	Account Number				Amount	Project Number	
Use of fund balance	5400	0940	4999	99	734,677		

Approval Signatures		Budget Office Use Only					
Requested By	Date	Type:	A	B	C	D	E
	3-8-06	Posted to General Ledger				Initial	Date
Budget Manager	Date	Posted to Project Accounting				Initial	Date
	3 Nov 06	Entered in Category Log				Initial	Date
Department Director	Date						
	11-6-06						
Finance & Internal Services Director	Date						
	11/7/06						
Mayor	Date						



BLACK & VEATCH
building a world of difference™

ENERGY WATER INFORMATION GOVERNMENT

A. 5
Alpha Utilities, Inc
Page 5 of 32

City of Fayetteville, Arkansas
36-inch and 42-inch Water Transmission
Main Modifications
City Contract 03018

B&V Project 140760
B&V File B-1.1
October 31, 2006

Mr. David Jurgens
Director of Water and Wastewater
113 West Mountain Street
Fayetteville, Arkansas 72701

Subject: Bid Results and Recommendation

Dear Mr. Jurgens:

Bids were received and opened on October 12, 2006 at the City of Fayetteville City Hall, for the above mentioned project. The following is a list of the contractor lump sum bids.

	<u>Lump Sum Bid</u>
Alpha Utilities, Inc.	\$1,185,000
Hunco Builders, Inc.	\$1,197,750
J.L. Bryson, Inc.	\$1,207,700

The low bid was submitted by Alpha Utilities, Inc. for \$1,185,000. The Engineer's Opinion of Probable Cost was \$1,200,000. A Bid Tabulation is attached.

Alpha Utilities, Inc. provided information about their firm, their experience and proposed project team.

Alpha Utilities, Inc. proposes the following project team:

- Jett Harris – President, 15 years of management experience, 2 years of experience in this role.
- Randall Johnson – Chief Estimator and Project Manager, 44 years of construction experience, 2 years of experience in this role.
- Elden Pendergass – General Superintendent, 17 years of heavy construction management experience, 2 years of experience in this role.

Page 2

Mr. David Jurgens
City of Fayetteville, Arkansas
City Contract 03018

B&V Project 140760
B&V File B-1.1
October 31, 2006

We have contacted four (4) references from the project performed by Alpha Utilities. The projects ranged in price from 240,000 to 850,000. We also have contacted three (3) reference for the staff assigned to the project. The projects ranged in price from 424,000 to 1 million. The owners interviewed were satisfied with the work that Alpha Utilities, Inc. and the staff assigned had performed and commented that Alpha Utilities, Inc. maintained their schedule, were professional and communicated well.

The financial standing and recent safety history has been thoroughly reviewed and Alpha Utilities has addressed our concerns. Alpha Utilities has only been in business two years and therefore has a Workman's Compensation Experience Modifier Factor of 1.0. Alpha Utilities also has a OSHA citation for improper trench sloping. This was a non-injury citation and was corrected immediately. The financial statement reflects management decision to purchase equipment. This equipment is currently owned by Alpha Utilities and can be put up if cash is needed by the firm. A financial statement and example safety program has been attached for Alpha Utilities.

Alpha Utilities, Inc. has completed and submitted a "Bidder's Qualification Statement". The form has been included for your information and review.

We recommend that City Contract 03018 be awarded to Alpha Utilities, Inc. for \$1,185,000. We are recommending negotiating the price of the pipe listed for the change order. The price appears to be high and the Alpha Utilities has agreed to negotiate the unit price of the pipe. We would recommend doing this prior to the execution of the contract documents.

If you have any questions or comments regarding the above information, call me at (913) 458-331 or Katie Funderburk at (913) 458-3147.

Very Truly Yours,

BLACK & VEATCH CORPORATION


for John J. Pruss
Project Manager

Enclosures: 5 copies of the following
Bid Tabulation
Agreement
Bid Documents
Project Team List
Financial Statement

cc: Shannon Jones, City of Fayetteville, Arkansas
File



BID: 06-57
10/12/2006
1:30 PM
CITY OF FAYETTEVILLE

Bid 06-57, 36" Water Line Improvements

BIDDER		Total
1	Alpha Utilities Inc	\$1,185,000.00
2	Hunco Builders Inc	\$1,197,750.00
3	J L Bryson Inc	\$1,207,700.00

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

CERTIFIED: P. Vice P. VICE PURCH MGR
A. Foreman WITNESS
10/12/06 DATE

Section 00500

AGREEMENT

THIS AGREEMENT is by and between the City of Fayetteville (herein called City of Fayetteville) and Alpha Utilities, Inc. (herein called Alpha Utilities).

City of Fayetteville and Alpha Utilities, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – WORK.

1.01 Alpha Utilities shall complete all Work as specified or indicated in the Contract Documents based on the acceptance by City of Fayetteville of Alpha Utilities's Bid.

The Work is generally described as follows:

The Work covered by this Contract will consist of the installation of facilities to provide the City the capability to detect and isolate major breaks in the 36 inch pipeline between Joyce Road and Mission Boulevard. This construction includes the installation of concrete vaults, pressure sustaining valves, electric actuators on existing 36 inch butterfly valves, a flowmeter, and associated electrical and instrumentation devices at five locations along the existing 36 and 42 inch transmission mains from Beaver Water District.

ARTICLE 2 – ENGINEER.

2.01. The Project has been designed by Black & Veatch Corporation, 8400 Ward Parkway, mailing address P.O. Box 8405, Kansas City, Missouri 64114, who is referred to in the Contract Documents as Black & Veatch. Black & Veatch, and its duly authorized agents, are to act as City of Fayetteville's representatives, assume all duties and responsibilities, and have the rights and authority assigned to Black & Veatch in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS AND DAMAGES, DELAY COMPENSATION.

3.01. Time of the Essence.

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Contract Times.

A. The Contract Times shall be as indicated in the Alpha Utilities's Bid. The Work shall be substantially completed within the number of days indicated in the Alpha Utilities's Bid after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within the number of days indicated in the Alpha Utilities's Bid after the date when the Contract Times commence to run.

B. Alpha Utilities shall only be allowed to work on the transmission mains from October 1 through May 1.

3.03. Liquidated Damages.

A. City of Fayetteville and Alpha Utilities recognize that time is of the essence of this Agreement and that City of Fayetteville will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City of Fayetteville if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and Alpha Utilities agree that as liquidated damages for delay (but not as a penalty) Alpha Utilities shall pay City of Fayetteville \$1,000.00 for each day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if Alpha Utilities shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by City of Fayetteville, Alpha Utilities shall pay City of Fayetteville \$500.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion

is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

C. City of Fayetteville shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Alpha Utilities, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.04. Delays and Damages.

A. In the event Alpha Utilities is delayed in the prosecution and completion of the Work because of any delays caused by City of Fayetteville or Black & Veatch and, except as set forth in Paragraph 4.01 of the General Conditions, Alpha Utilities shall have no claim against City of Fayetteville or Black & Veatch for damages or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

ARTICLE 4 – CONTRACT PRICE.

4.01. City of Fayetteville shall pay Alpha Utilities in current funds, for completion of the Work designated in Article 1 in accordance with the Contract Documents, a Lump Sum amount of:

One Million One Hundred Eighty-Five Thousand Dollars and no cents. (\$ 1,185,000)

(words) (figures)
as indicated in Alpha Utilities's Bid.

ARTICLE 5 – PAYMENT PROCEDURES.

5.01. Submittal and Processing of Payments.

A. Alpha Utilities shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Black & Veatch as provided in the General Conditions.

5.02. Progress Payments; Retainage.

A. City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Alpha Utilities's Applications for Payment as recommended by Black & Veatch, on or about the 30th day of each month during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.07.A of 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 Division 1, General Requirements.

B. Prior to Substantial Completion, City of Fayetteville will retain from progress payments, less the aggregate of payments previously made and less such amounts as Black & Veatch shall determine or City of Fayetteville may withhold in accordance with Paragraph 14.02.B.5 of the General Conditions, an amount equal to the following percentages:

1. Until the Work is 50 percent completed, retainage will be 10 percent of Work completed.
2. If the Work is 50 percent completed as determined by Black & Veatch, and if the character and progress of the Work are satisfactory to City of Fayetteville and Black & Veatch, City of Fayetteville, on recommendation of Black & Veatch, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed.

C. Upon Substantial Completion, City of Fayetteville may release a portion of the retainage to Alpha Utilities, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

D. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

E. Consent of the Surety shall be obtained before any retainage is paid by City of Fayetteville. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

5.03. Final Payment.

A. Upon completion and acceptance of the Work in accordance with Paragraph 14.07.A of the General Conditions, City of Fayetteville shall pay the remainder of the Contract Price as recommended by Black & Veatch as provided in Paragraph 14.07.B.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS.

6.01. In order to induce City of Fayetteville to enter into this Agreement, Alpha Utilities makes the following representations:

A. Alpha Utilities has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Alpha Utilities has visited the Sites and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Alpha Utilities is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Alpha Utilities has studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Alpha Utilities has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Alpha Utilities, including application of the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Alpha Utilities, and safety precautions and programs incident thereto.

F. Alpha Utilities does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance 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. Alpha Utilities is aware of the general nature of work to be performed by City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Alpha Utilities has correlated the information known to Alpha Utilities, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Drawings, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Alpha Utilities has given Black & Veatch written notice of all conflicts, errors, ambiguities, or discrepancies that Alpha Utilities has discovered in the Contract Documents, and the written resolution thereof by Black & Veatch is acceptable to Alpha Utilities.

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.

A. The Contract Documents which comprise the entire agreement between City of Fayetteville and Alpha Utilities concerning the Work consist of the following:

1. This Agreement.
2. Performance and Payment Bonds.
3. General Conditions.
4. Supplementary Conditions.
5. Specifications.
6. List of Subcontractors.
7. Drawings consisting of 17 sheets, with each sheet bearing the following general title:

36-inch and 42-inch Existing Transmission Main Pipeline
Modifications

Sheet titles are listed on the cover sheet.

8. Addenda 1 through 2.
9. Exhibits to this Agreement, enumerated as follows:
 - a. Alpha Utilities's Bid.
 - b. Notice to Proceed.
 - c. Documentation submitted by Alpha Utilities prior to Notice

of Award, marked Exhibit A.

10. Instrumentation Questionnaire.
11. City of Fayetteville's Forms as listed in the Table of Contents.
12. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments.
 - b. Work Change Directives.
 - c. Change Orders

B. There are no Contract Documents other than those listed in this Article.

C. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 8 – MISCELLANEOUS.

8.01. Terms.

A. Terms used in this Agreement will have the meanings indicated 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 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. City of Fayetteville and Alpha Utilities each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract 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 City of Fayetteville and Alpha Utilities, 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.

8.05. Business Addresses.

A. The business address of Alpha Utilities given herein is hereby designated as the place to which all notices, letters, and other communication to Alpha Utilities will be mailed or delivered. The address of City of Fayetteville appearing herein is hereby designated as the place to which all notices, letters, and other communication to City of Fayetteville shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Black & Veatch and to the other party.

8.06 Changes to Contract

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

8.07 Freedom of Information Act.

A. 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, 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.

8.08 Interpretation.

This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, City of Fayetteville and Alpha Utilities have signed this Agreement. One counterpart each has been delivered to City of Fayetteville, Alpha Utilities and Black & Veatch.

This Agreement will be effective on _____.

City of
Fayetteville: _____

By _____

By _____

Title: _____

Title: _____

Address for giving notices

Address for giving notices

Approved as to Form

_____ 's License No. _____

Expiration Date _____

Attorney for City of Fayetteville

Joint Venture

By _____

Title: _____

Address for giving notices

_____ 's License No. _____

Expiration Date _____

End of Section

EXHIBIT A



3203 South Waco • Fort Smith, AR 72901
P.O. Box 6505 • Fort Smith, AR 72906-6505
Phone: (479) 648-9216 • Fax: (479) 646-7924

October 12, 2006
36" and 42" water Transmission Main Improvements
Fayetteville, AR
City Contract No: 03018

Examples of Completed Contracts

Project: HighPointe Water and Sewer- Bentonville, AR
Owner: Kingdom Investments, LLC
Owner Contact: Mark Spradlin (479) 903-4174
Engineer: Morrison Shipley Engineers
Engineer Contact: Brian Mauer (479) 452-1933
Amount of Contract: \$750,000
Surety: Employers Mutual Casualty Co.
Date of Completion: July, 2006
Percentage of work self performed: 100%

Project: Clear Creek Water and Sewer - Johnson, AR
Owner: Clear Creek Partners, LLC
Owner Contact: Richard Green (479) 790-4101
Engineer: CEI Engineering Associates, Inc.
Engineer Contact: Tung Kia "Buzz" Tang (479) 273-9472
Amount of Contract: \$500,000
Date of Completion: February, 2006
Percentage of work self performed: 100%

Project: John Johnson Water and Sewer - Springdale, AR
Engineer: Engineering Services, Inc.
Engineer Contact: Randy Foglesong (479) 871-8740
Amount of Contract: \$675,000
Date of Completion: March, 2006
Percentage of work self performed: 100%



3203 South Waco • Fort Smith, AR 72901
P.O. Box 6505 • Fort Smith, AR 72906-6505
Phone: (479) 648-9216 • Fax: (479) 646-7924

October 12, 2006
36" and 42" water Transmission Main Improvements
Fayetteville, AR
City Contract No: 03018

Construction Experience of Key Individuals

Jett Harris – President

- Oklahoma State University graduate with Bachelors in Construction Management
- 15 Years in management of Harris Company owned by Jett's Father. Harris Company self performed a full range of heavy construction services. Annual volume averaged \$15 Million.
- Founded Alpha Utilities, Inc. in 2004 to specialize in water and sewer municipal Construction.

Randall Johnson – Chief Estimator

- 44 Years experience in treatment plants, pump stations and water and sewer construction management
- Has completed multiple large diameter line projects including projects for City of Fort Smith, AR; City of Greenwood, AR; and Mountain Home, AR
- Owner and Operator of his own company from 1985 to 2004 which specialized in municipal water and sewer construction

Elden Pendergrass – General Superintendent

- 17 Years experience in management of water and sewer heavy construction
- Superintendent on 27" and 36" water transmission line repair project for City of Fort Smith in 2001
- Superintendent on numerous municipal utility projects

Beall Barclay & Company, PLC

CERTIFIED PUBLIC ACCOUNTANTS



ACCOUNTANTS' REVIEW REPORT

Board of Directors
Alpha Utilities, Inc.
Fort Smith, Arkansas

We have reviewed the balance sheet of **Alpha Utilities, Inc.** as of December 31, 2005, and the related statements of income, retained earnings, and cash flows for the year then ended in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All of the information included in these financial statements is the representation of the management of **Alpha Utilities, Inc.**

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America

Beall Barclay & Company, PLC

BEALL BARCLAY & COMPANY, PLC
Certified Public Accountants

Fort Smith, Arkansas
March 30, 2006

ALPHA UTILITIES, INC.
BALANCE SHEET
DECEMBER 31, 2005

ASSETS

CURRENT ASSETS

Accounts receivable		
Completed contracts	\$ 139,057	
Uncompleted contracts		
Progress billings	25,000	
Retentions withheld until completion	52,867	
Employees	729	
Prepaid expenses	2,955	
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>96,142</u>	
Total Current Assets		\$ 316,750

PROPERTY AND EQUIPMENT

Vehicles	235,473	
Construction equipment	553,097	
Office furniture and equipment	<u>2,293</u>	
	790,863	
Less accumulated depreciation	<u>128,348</u>	
		<u>662,515</u>
		<u>\$ 979,265</u>

See Accountants' Review Report and Notes to Financial Statements.

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Bank overdraft	\$ 4,993	
Note payable	100,000	
Current portion of long-term debt	86,628	
Accounts payable		
Trade	18,758	
Subcontractors	72,395	
Accrued payroll	42,951	
Accrued interest	2,198	
Billings in excess of costs and estimated earnings on uncompleted contracts	21,429	
Estimated loss on uncompleted contracts	<u>34,371</u>	
Total Current Liabilities		\$ 383,723

LONG-TERM DEBT

251,425

STOCKHOLDER'S EQUITY

Capital stock, par value \$10 per share; authorized 100 shares; issued and outstanding 100 shares	1,000	
Additional paid-in capital	69,000	
Retained earnings	<u>274,117</u>	
		<u>344,117</u>
		<u>\$ 979,265</u>

See Accountants' Review Report and Notes to Financial Statements.

ALPHA UTILITIES, INC.
STATEMENT OF INCOME
YEAR ENDED DECEMBER 31, 2005

CONSTRUCTION INCOME

Contracts and other construction income \$ 3,387,124

COSTS OF CONSTRUCTION INCOME

Bonds, permits and inspections	\$ 26,350	
Depreciation	120,664	
Equipment rental	52,131	
Gas and oil	70,944	
Insurance	45,895	
Labor	521,722	
Materials	1,020,066	
Miscellaneous	32,932	
Payroll taxes	49,208	
Provision for loss on uncompleted contracts	34,371	
Radio expense	51,557	
Repairs and maintenance	77,151	
Small tools and supplies	35,330	
Subcontracts and hauling	249,479	
Travel	38,815	
		<u>2,426,615</u>

GROSS MARGIN

960,509

GENERAL AND ADMINISTRATIVE EXPENSES

Advertising	2,866	
Contributions	88,092	
Depreciation	432	
Insurance	20,339	
Miscellaneous	6,993	
Office expense	3,709	
Officers' salaries	58,936	
Payroll taxes	5,468	
Professional fees	10,900	
Taxes and licenses	446	
Utilities and telephone	5,201	
		<u>203,382</u>

INCOME FROM OPERATIONS

757,127

OTHER (EXPENSE)

Interest expense (27,982)

NET INCOME

\$ 729,145

See Accountants' Review Report and Notes to Financial Statements.

ALPHA UTILITIES, INC.
STATEMENT OF RETAINED EARNINGS
YEAR ENDED DECEMBER 31, 2005

BALANCE (DEFICIT), JANUARY 1, 2005	\$ (22,791)
Net Income	729,145
Distributions	<u>(432,237)</u>
BALANCE, DECEMBER 31, 2005	<u>\$ 274,117</u>

See Accountants' Review Report and Notes to Financial Statements.

ALPHA UTILITIES, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2005

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income		\$ 729,145
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation	\$ 121,096	
Change in:		
Accounts receivable	(160,065)	
Prepaid expenses	(2,955)	
Costs and estimated earnings in excess of billings on uncompleted contracts	(96,142)	
Accounts payable	76,708	
Accrued payroll	32,608	
Accrued interest	2,198	
Billings in excess of costs and estimated earnings on uncompleted contracts	11,503	
Estimated loss on uncompleted contracts	<u>34,371</u>	
Total adjustments		<u>19,322</u>
Net Cash From Operating Activities		748,467

CASH FLOWS FROM INVESTING ACTIVITIES

Capital expenditures	<u>(334,231)</u>	
Net Cash (Used For) Investing Activities		(334,231)

CASH FLOWS FROM FINANCING ACTIVITIES

Bank overdraft	4,993	
Net change in line of credit	51,865	
Principal payments on long-term debt	(56,026)	
Distributions	<u>(432,237)</u>	
Net Cash (Used For) Financing Activities		<u>(431,405)</u>

NET CHANGE IN CASH AND CASH EQUIVALENTS

(17,169)

CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR

17,169

CASH AND CASH EQUIVALENTS, END OF YEAR

\$ -

See Accountants' Review Report and Notes to Financial Statements.

ALPHA UTILITIES SAFETY PROGRAM

Memo

TO: Employees, Subcontractors, Suppliers, and Customers of Alpha Utilities of Fort Smith, Inc.

RE: Safety in Construction

Safety in all of Alpha Utilities' operation, is not just a goal, it is a requirement.

To this end, we have formulated this written safety policy to govern all of the company's operations.

All employees of Alpha Utilities will adhere to all safety policies delineated in this written policy. In addition to this written policy all current regulations of the Occupational Safety.

It is a condition of all subcontracts and purchase orders issued by Alpha Utilities, that this policy and safety rules, instructions, and procedures issued in conjunction with it, as well as all applicable state, federal and local codes and regulations be adhered to. Failure to comply is a breach of contract terms.

All visitors to any Alpha Utilities operations including but not limited to suppliers, owner representatives, agents of the architect or engineer, regulatory authorities and insurance company representatives shall be required to follow all safety rules and regulations in effect during their visit.

Alpha Utilities will make an effort to ensure that the operations of other contractors not under our control do not endanger the safety of our employees. To this end all employees are required to report hazardous activities of other employees to the appropriate Alpha Utilities supervisors.

Thank you for your attention to every detail as it relates to the safety of yourself, other workers and the general operations of Alpha Utilities.

Sincerely,

Jett Harris

Alpha Utilities 15

General Safety Policies

It is the policy of Alpha Utilities of Fort Smith, Inc. to provide a safe and healthful place of employment for all of its employees.

EMPLOYEES:

It is therefore the purpose of this stated policy to:

1. Abide by all federal, state, and local, regulations as they pertain to construction.
2. Apply good sense and safe practices to all jobs.
3. Exercise good judgment in the application of this policy.
4. Protect the company from any and all hazards which result from our operations.

To further these goals the following assignments of responsibility are made:

MANAGEMENT:

1. Establish rules and programs designed to promote safety and make known to all employees the established rules and programs.
2. Provide copies of all appropriate rules and regulations.
3. Make available training necessary for employees to perform their tasks safely.
4. Provide protective equipment for employees where required.
5. Impress upon all the responsibility and accountability of each individual to maintain a safe workplace.
6. Record all instances of violations and investigate all accidents.
7. Discipline any employee disregarding this policy.
8. Require all subcontractors as a matter of contract and all material suppliers through purchase order terms to follow safety rules.
9. Encourage all contractors to work safely.
10. Appoint a company employee with enforcement authority over safety matters.
11. Conduct safety inspections of all the company's job sites, maintain records, and continually monitor the program for effectiveness.

JOB SUPERINTENDENTS:

1. Plan production so that all work will be done in compliance with established safety regulations.
2. Be completely responsible for on the job safety and health and for the correction of all safety deficiencies.
3. Make sure proper safety devices are available and used.
4. Review accidents and report to the company office.
5. Instruct employees on the job-site of all applicable safety requirements.
6. Provide for the protection of the public from any company operations.
7. Attempt to ensure safe performance by others present on the site, including owner and architect/engineer representatives, the general public, visitors, and the employees of other contractors.

WORKERS:

1. Work safely in such a manner as to ensure your own safety as well as that of coworkers and others.
2. Request help when unsure about how to perform any task safely.
3. Correct unsafe acts or conditions within the scope of the immediate work.
4. Report any unsafe acts or conditions to the appropriate supervisor.
5. Report for work in good mental and physical condition to safely carry out your assigned duties.
6. Follow all safety rules.
7. Maintain and properly use all tools under your control.
8. Provide fellow employees help with the safety requirements.

ALL PERSONNEL:

1. Strive to make all operations safe.
2. Maintain mental and physical health conducive to working safely.
3. Keep all work areas free from debris.
4. Assess results of your actions on the entire workplace. Work should never be performed in ways that will cause hazards for others.
5. Always work in strict conformance with federal, state, and local regulations.

SUBCONTRACTORS AND SUPPLIERS:

1. Abide by the safety rules of contractors on site.
2. Notify other contractors when their activities could affect the health or safety of other company employees.
3. Check in with jobsite supervision before entering the jobsite.
4. Report to controlling contractor any unsafe conditions or any injuries that may occur to workers.

ARCHITECTS, ENGINEERS, OWNERS, AND VISITORS ARE REQUESTED TO:

1. Abide by all safety rules on site.
2. Inform construction site superintendent before entering a construction site.
3. Check in with the jobsite supervisor so personal equipment may be provided such as hard hats, eye protection and respirators if necessary.

Procedural Rules and Guidelines

Attitude

All employees are required to treat safety as the number one priority while on the job. As such, they are expected to report to work in good mental and physical condition to safely perform their assigned duties. Before starting any task, employees must consider the possible effects of their actions on themselves and others and take appropriate protective measures.

Personal Protective Equipment

It shall be mandatory for all employees to wear long pants and leather upper shoes (no tennis-type shoes) when working on or visiting a job site. Employees shall wear hard hats and other personal protective equipment when required due to hazards created from work or from other trades.

Concrete, Concrete forms and Shoring

All protruding, reinforcing steel, onto or into which employees could fall, must be guarded to eliminate hazard or impalement. Wire mesh needs to be secure from recoiling.

Form work and shoring will be designed and constructed to safely support all loads imposed during concrete placement. All components will be inspected prior to erection. Drawings or plans of jack layout, form work, shoring, working decks and scaffolding systems will be available at the job site.

Form and shores may not be removed until it has been determined that the concrete has gained sufficient strength to support its weight and superimposed loads.

Clearing

Employees shall wear gloves, goggles, and non loose fitting long sleeve shirts when operating chain saws. When saws are not in use, they shall be placed in safe place (i.e. tailgate of truck or object not being cleared.)

Employees shall keep all equipment, vehicles, and gas and oil containers at a safe distance from burning operations.

Cranes and Derricks

Rated load capacities, recommended operating speeds, and special hazard warnings or instructions must be conspicuously posted on all equipment. Instructions or warnings must be visible from the operator's station.

Accessible areas within swing radius of a crane must be barricaded to prevent employees from being struck or crushed by the crane.

Except where electrical distribution and transmission lines have been de-energized and visibly grounded, or where insulating barriers not a part of or an attachment to the equipment or machinery have been erected to prevent physical contact with the lines, no part of a crane or its load shall be operated within 10 feet of a line rated 50kV or below; 10 feet + 4 inches for each 1kV over 50kV for lines rated over 50kV, or twice the length of the line insulator, but never less than 10 feet. Cranes will be inspected before each use by the operator. Any defects must be corrected before use. Logs of crane inspections must be kept with the crane.

Demolition

Demolition operations have potential to be very hazardous. Crew safety discussions should be held at the start of each new work day. Communication in these operations is extremely important: each person should know the location and activity of other workers at all times.

A competent person shall make a pre-demolition inspection immediately prior to demolition of structures to determine the following: if the structure is uninhabited, if the structure has a basement or potential cave-in hazard, a plan of demolition.

Equipment Operation

No employee will operate electric, gas or hand-powered tools or equipment unless familiar with use of the item and safety precautions required. Supervisors will provide necessary safety information for all tasks and equipment. For more information see *Motorized Equipment*.

Excavating and Trenching

Excavating and trenching operations have potential to be very hazardous. Crew safety discussions should be held at the start of each new work day. Communication in these operations is very important: each person should know the location and activity of other workers at all times.

Before opening any excavation, efforts (including utility company contact) must be made to determine if there are underground installations in the area. Underground utilities must be located and supported during excavation operations.

Where employees may be required to enter excavations, excavated material must be stored at least 2 feet from the edge of the excavation.

Appoint a competent person. Make daily inspections of excavations. If evidence of possible cave-ins or slides is apparent, cease all work in the excavation until precautions have been taken.

Excavations over 20 feet deep must have shoring or sloping designed by a professional engineer. Trenches 4 feet deep or more require adequate means of exit such as ladders or steps, located so as to require no more than 25 feet of lateral travel.

Flag Personnel

When signs, signals, and barricades do not provide necessary protection on or adjacent to a highway or street, flag personnel or other appropriate traffic controls, must be used. Flag personnel will wear a red or orange warning garment. Warning garments worn at night will be of reflective material.

Flammable and Combustible Liquids

Only approved containers and portable tanks will be used for storage and handling of flammable and combustible liquids.

No more than 25 gallons of flammable or combustible liquids may be stored in a room outside if an approved storage cabinet.

Keep flammable liquids in closed containers when not in use. Post conspicuous and legible signs prohibiting smoking in service and refueling areas.

Hazard Communication

Employees will receive training on their rights, duties and responsibilities under the Hazard Communication Standard. A copy of *Alpha Utilities'* program and the standard will be made available in the *Alpha Utilities' Employee Manual* and upon request.

Employees will receive Material Safety Data Sheets when working with a covered material for the first time and anytime thereafter when a question arises. Safety precautions outlined on Material Safety Data Sheets are to be followed.

Horseplay

All disruptive activities usually referred to as "horseplay" are forbidden. No practical jokes or fights will be tolerated.

Injuries

All injuries, even those that appear to be slight, will be reported immediately to your supervisor.

Medical Services and First Aid

First aid kits are located in the main office and on company vehicles. Employees shall notify their supervisor if they use any of the contents of a first aid kit so it can be documented and refilled.

Motor Vehicles and Mechanized Equipment

Check all vehicles in use at beginning of each shift to assure all parts, equipment, and accessories affecting safe operation are in proper operating condition and free from defects. All defects shall be corrected before placing vehicle in service.

No employee shall use motor vehicles, earth-moving, or compacting equipment having an obstructed view to the rear unless: vehicle has a reverse signal alarm distinguishable from the surrounding noise level, or vehicle is backed up only when an observer signal it is safe to do so.

Heavy machinery, equipment, or parts thereof, which are suspended or held aloft will be substantially blocked to prevent falling or shifting work under or between them.

Operators are required to clean their own tracks each day. If a machine change is necessary during the course of the work day, and another operator is not there to take over that machine, the operator is required to clean the tracks on the machine he is leaving.

Oil and water are to be checked on the piece of equipment or vehicle every morning or whatever time the machine is started. Visually examine the machine before any work is begun to ensure every thing is in proper and safe working order.

Protection of the Public

All company personnel are charged with aiding in the protection of the public including, as your job description dictates, installation and maintenance of signs, signals, lights, fences, guardrails, ramps, temporary sidewalks, barricades, overhead protection, etc. as may be necessary.

Tire Cages

A safety tire rack, cage or equivalent protection will be provided and used when inflating, mounting or dismounting tires installed on split rims, or rims equipped with locking rings or similar devices.

Welding, Cutting, and Heating

Proper precautions (isolating welding and cutting, removing fire hazards from the vicinity, providing a fire watch, etc.) for fire prevention will be taken in areas where welding or other "hot work" is being done. No welding, cutting, or heating will be done where the application of flammable paints or the presence of other flammable compounds, or heavy dust concentrations, creates a fire hazard. Equip torches with anti-flashback devices.

Wire Ropes, Chains, Ropes, and Other Rigging Equipment

Wire ropes, chains, ropes, and other rigging equipment will be inspected prior to use and necessary during use to assure their safety. Remove defective rigging equipment from service immediately.

Job or shop hooks and links, or makeshift fasteners, formed from bolts or rods, or other such attachments will not be used. When U-bolts are used for eye splices, the U-bolt will be applied so the "U" section is in contact with the end of the rope.

Written Hazard Communication Program

This program has been prepared to comply with the requirements of the federal OSHA Standard 1926.59, and to insure that the information necessary for safe use, handling and storage of hazardous chemicals is provided and readily accessible to all employees.

This program includes guidelines on identification of chemical hazards and the preparation and proper use of container labels, placards and other types of warning devices.

A. Chemical Inventory

1. Alpha Utilities maintains an inventory of all known chemicals in use on the worksite. A chemical inventory list is available from the office.
2. Hazardous chemical brought onto the worksite by Alpha Utilities will be included on the hazardous chemical inventory list.

B. Container Labeling

1. All chemicals on site will be stored in their original or approved containers with a proper label attached.
2. No unmarked containers of any size are to be left in the work area unattended.
3. Alpha Utilities will rely on manufacturer applied labels whenever possible, and will ensure that these labels are maintained. Containers that are not labeled, or from which the manufacturer's label has been removed, will be re-labeled.
4. Alpha Utilities will ensure that each container is labeled to identify any hazardous chemical inside and any appropriate hazard warnings.

C. Material Safety Data Sheets (MSDS)

1. Employees working with a hazardous chemical may request a copy of the material safety data sheet (MSDS). Requests for MSDSs should be made to the office.
2. MSDSs will be available, and standard chemical reference may also be available, on the site to provide immediate reference to chemical safety information.

D. Employee Training

1. Employees will be trained to work safely with hazardous chemicals.
2. This training will include:
 - a. Methods that may be used to detect a release of a hazardous chemical in the workplace.
 - b. Physical and health hazards associated with chemicals.
 - c. Protective measures to be taken.
 - d. Safe work practices, emergency responses and use of personal protective equipment.
 - e. Information on the Hazard Communication Standard including labeling and warning systems, and an explanation of MSDSs.

E. Personal Protective Equipment

When necessary, required PPE is available from Alpha Utilities.

F. Emergency Response

1. Any incident of over exposure or spill of a hazardous chemical/substance must be reported to the office at once.
2. The job site superintendent will be responsible for ensuring that proper emergency response actions are taken in leak/spill situations.

G. Hazards of Non-Routine Tasks

1. Supervisors will inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals.
2. Review of safe work procedures and use of required PPE will be conducted prior to the start of such tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved.

H. Informing Other Employers

3. Other non-site employers are required to adhere to the provisions of the Hazard Communication Standard
4. Alpha Utilities' written hazard communication program will be readily accessible to other employers.

I. Posting

Alpha Utilities has posted information for employees on the Hazard Communication Standard here in this safety manual and also in the office.

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

11/21/2006

City Council Meeting Date

Ron Petrie

Submitted By

Engineering

Division

Operations

Department

Action Required:

A resolution approving an Engineering Contract with Garver Engineers, LLC in an amount not to exceed \$227,550 for traffic studies, surveys, conceptual design services, and related services associated with the Cato Springs Road (UofA Technology Corridor) Project.

\$ 227,550.00

Cost of this request

4520-9520-5809.00

4470-9470-5809.00 PAB

Account Number

Project Number

\$ -

Category / Project Budget

\$ -

Funds Used to Date

\$ -

Remaining Balance

Program Category / Project Name

Street Improvements

Program / Project Category Name

Sales Tax Capital Improvements

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

11/3/06

Received in Mayor's Office

ENTERED

11/6/06

Comments:



Date: November 3, 2006

To: Fayetteville City Council

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

From: Ron Petrie, City Engineer *RSP*

Subject: **A resolution approving an Engineering Contract with Garver Engineers, LLC in an amount not to exceed \$227,550 for traffic studies, surveys, conceptual design services, and related services associated with the Cato Springs Road (UofA Technology Corridor) Project.**

RECOMMENDATION:

Staff recommends approval of a Contract with Garver Engineers, LLC in the amount of \$227,500 for traffic studies, surveys, conceptual design services, and related services for Cato Springs Road (UofA Technology Corridor), from S. School Avenue to Razorback Road.

BACKGROUND:

The Cato Springs Road Project is included in the Transportation Improvement Bond Program. This street runs along the south side of the Arkansas Research and Technology Park, and provides the main access to the Technology Park from I-540. The Mayor, City Administration, and the University of Arkansas solicited and received federal funding for this street under the project name "UofA Technology Corridor." The federal funding will be administered by the Arkansas Highway and Transportation Department (AHTD).

DISCUSSION:

Under this contract, Garver will provide traffic studies, surveys, conceptual design services, and related services as detailed in the Contract.

The contract amount for this work is \$227,550. The schedule proposed by Garver includes 3.5 months of design time to complete the conceptual design. AHTD will review the plans at completion of the conceptual design. After review by AHTD, a scope of work and fee estimate for final design will be developed for review by the City Council.

BUDGET IMPACT:

The estimated total cost for the project is \$5,068,000, which includes \$2,723,000 in federal funding. Therefore, the project funding budgeted through the Transportation Bond Program is \$2,345,000.

RESOLUTION NO. _____

A RESOLUTION AWARDING AN ENGINEERING CONTRACT TO GARVER ENGINEERS, LLC IN AN AMOUNT NOT TO EXCEED \$227,550.00 FOR TRAFFIC STUDIES, CONCEPTUAL DESIGN SERVICES, SURVEYS, AND RELATED SERVICES ASSOCIATED WITH THE CATO SPRINGS ROAD (TECHNOLOGY CORRIDOR) 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 awards a engineering contract to Garver Engineers, LLC in an amount not to exceed \$227,550.00 for traffic studies, conceptual design services, surveys, and related services associated with the Cato Springs Road (Technology Corridor) Project.

PASSED and APPROVED this 21st day of November, 2006.

APPROVED

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

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 **Cato Springs Road from School Avenue to Razorback 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 Concept Design Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.
 - 2.1.1.2 The Scope of Services to be furnished by 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 one Street Committee meeting 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 \$227,550** in accordance with the provisions described in the following paragraphs.

6.1.1 Traffic Studies, Design and Property Surveys, and Conceptual Design

For the Traffic Studies, Design and Property 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 is estimated to be approximately **\$167,850**, but may exceed this estimate as long as the overall NTE amount is not exceeded. 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 Acquisition Documents

For Property Acquisition Documents, CITY OF FAYETTEVILLE shall pay GARVER an amount to be negotiated at a later date.

6.1.3 Geotechnical Services, Environmental Services, Bridge Evaluation, 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. GARVER intends to accomplish the majority of the Environmental Services work with GARVER personnel, but may subcontract a portion of those services. GARVER intends to accomplish the Bridge Evaluation work with GARVER personnel. 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, Environmental Services, Bridge Evaluation, and ARKUPS is estimated to be approximately \$59,700, but may exceed this estimate as long as the overall NTE amount is not exceeded. 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.

6.1.4 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:

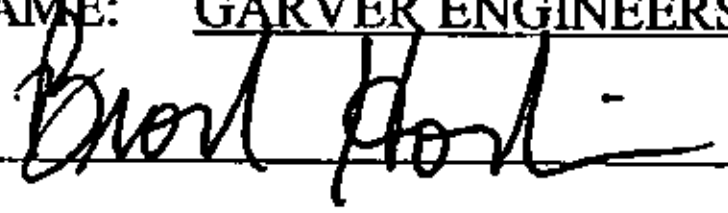
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against 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: 11-2-06

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 Horl

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, geotechnical investigation, design and property surveys, and conceptual design services for improvements to Cato Springs Road from School Avenue to Razorback Road in Fayetteville, Arkansas. Improvements will consist primarily of street reconstruction and widening, including curb and gutter and drainage improvements. The typical section will be 2 lanes (with 3 lanes at appropriate intersections) with curb and gutter, possible limited landscaped medians, and sidewalks on both sides with variable greenspace. Garver will provide traffic studies at Cato Spring's intersection with School Avenue and Razorback Road.

The City's intent for the existing bridge over Cato Springs Branch is for rehabilitation as appropriate (not replacement), adding sidewalks on each side, and avoiding work in the channel.

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 Cato Springs Road corridor from School to Razorback. Surveys are also planned to extend 200 feet along intersecting streets.

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.

2.2.2 Property Surveys

The scope of Property Surveys is based on a maximum of 55 parcels. Garver Engineers will perform necessary field work to delineate the existing property lines, existing rights-of-way, and/or easements along the project length based on record property ownership data provided by the City of Fayetteville. This property ownership information will also be used 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 -- NOT USED

2.4 Conceptual Design

Garver will submit proposed design criteria to the City and AHTD for review and will begin Conceptual Design after receipt of written approval from the City and AHTD.

The purposes of this conceptual design phase will include confirming the extent and type of improvements to be designed further under a future contract amendment; coordinating the proposed improvements with the City, AHTD, A&M Railroad, adjacent property owners, and utility companies; and developing an order of magnitude cost estimate for the project. The Concept Design should represent roughly 30 percent construction plans.

The submittal will include preliminary typical sections, plan and profile sheets showing horizontal and vertical geometry of the roadway, bridge improvements, major drainage structures, existing utilities, recommended water and sewer line relocations, cross sections, right-of-way requirements, and an opinion of probable construction cost.

Garver will prepare for and attend one Street Committee Meeting. 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

The scope of Environmental Surveys, Permitting, and Coordination with AHTD, COE, and other agencies will be limited to the level of effort required for a Tier III Categorical Exclusion. A detailed list of the tasks involved are shown in the attached fee spreadsheet.

2.8 Traffic Studies and Signalization Design

Garver will complete traffic studies, including traffic counts, for the following intersections:

1. School Avenue and Cato Springs Road
2. Razorback Road and Cato Springs Road

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 Conceptual Design Phase.

The scope of Signalization Design will be added with a future amendment to this agreement.

2.9 Drainage Studies

The scope of Drainage Studies will be added with a future amendment to this agreement, if necessary.

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. One set of full-sized plans for AHTD.
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. Producing plans or other documents in AHTD standard format.
2. Property Acquisition Documents, Drainage Studies or CLOMR/LOMR, Preliminary Design, Final Design, Bidding Services, and/or Construction Phase Services.
3. Design of any utilities other than City of Fayetteville water and sewer lines.
4. Redesign for the City's convenience or due to changed conditions after prior approval or conflicting direction from the City.
5. Submittals or deliverables in addition to those listed in paragraph 2.13.
6. Environmental Assessment beyond that required for a Tier III Categorical Exclusion.

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
Design and Property Surveys	45 days from start date
Draft Conceptual Design	90 days from receipt of written approval of design criteria from AHTD and City
Public Meeting	15 days from receipt of Conceptual Design Comments
Revised Conceptual Design	15 days from receipt of comments from City

APPENDIX A-2

CITY OF FAYETTEVILLE CATO SPRINGS ROAD IMPROVEMENTS

FEE SUMMARY

Basic Services

Traffic Studies	\$11,200.00
Schematic Study	\$0.00
Signalization Design	\$0.00
Surveys	\$80,400.00
Drainage Study	\$0.00
Conceptual Design	\$76,250.00
Preliminary Design	\$0.00
Final Design	\$0.00
Property Acquisition Documents	\$0.00
Bidding Services	\$0.00
Construction Support Services	\$0.00
Basic Services NTE Fee	\$167,850.00

Special Services

Geotechnical Services	\$15,000.00
Record Research	\$0.00
ARKUPS - Utility Locates	\$14,800.00
Existing Bridge Evaluation	\$10,000.00
Environmental Documentation	\$19,900.00
Special Services NTE Fee	\$59,700.00

APPENDIX A-2
CITY OF FAYETTEVILLE
CATO SPRINGS 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																
Travel																
Traffic Counts		4				4				20						
Warrant Analysis		2				4										
Signal Analysis		2				4										
Report		24				16										
Coordination with City		6														
QC Review		6														
Subtotal - Civil Engineering	2	44	0	0	0	28	0	0	0	24	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	2	44	0	0	0	28	0	0	0	24	0	0	0	0	0	0
Salary Costs	\$360.00	\$5,520.00	\$0.00	\$0.00	\$0.00	\$2,044.00	\$0.00	\$0.00	\$0.00	\$1,392.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,616.00
SUBTOTAL - SALARIES																

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$209.00
Postage/Freight/Courier	\$75.00
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	\$200.00
Travel Costs	\$100.00
Subtotal	\$584.00

Subtotal

\$11,200.00

SUBCONSULTANTS

\$0.00

TOTAL COST:

\$11,200.00

APPENDIX A-2

CITY OF FAYETTEVILLE
CATO SPRINGS 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																
Topographic Surveys																
Utility Surveys																
Locate Soil Borings and Test Pits																
Subtotal - Surveying																
2. Surveys - Property (Maximum 55 Parcels)																
Coordinate Property Data from Abstractor																
Field Research Controlling corners and Property corners																
Field Ties to recovered Controlling corners and Property corners																
Data Processing																
Property Line and Existing Right-of-Way/Easement Definition																
Subtotal - Surveying																

Hours

Salary Costs

SUBTOTAL - SALARIES

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$120.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$100.00
Aerial Photography	\$0.00
GPS Equipment	\$360.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Travel Costs	\$1,574.00

Subtotal

SUBCONSULTANTS

TOTAL COST:

APPENDIX A-2
CITY OF FAYETTEVILLE
CATO SPRINGS ROAD IMPROVEMENTS
Conceptual Design

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Senior Surveyor	Surveyor	Senior Draftsman	Draftsman	Check	Survey Crew	Senior Civil Engineer	Civil Engineer	Senior Civil Observer	Civil Observer
1. Civil Engineering	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Design Base Drawing/DTM from topographical surveys																
Design Typical Sections																
Plan & Profile Sheets with Proposed ROW																
Identify Water and Sewer Rights from Improvements																
Drainage Improvements																
Cross Sections																
Coordinate with Geotechnical Investigation																
Meeting/Coordination with Utility Companies																
Meeting/Coordination with AT&T																
Meeting/Coordination with Adjacent Property Owners																
Meeting/Coordination with City																
Opinion of Probable Construction Cost																
Prepare for and Participate in Public Meeting																
Prepare for and Participate in Street Committee Meeting																
Review Plans for City Comments after Public Meeting																
Review Cost Option																
Prepare for and Attend City Council Meeting																
City Review/Adopt																
Subtotal - Civil Engineering	17	57	142	6	0	318	44	44	0	113,902.00	\$1,000.00	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00
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
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	17	57	142	6	0	318	44	44	0	113,902.00	\$1,000.00	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00
Salary Costs	\$3,000.00	\$4,800.00	\$17,200.00	\$400.00	\$0.00	\$23,000.00	\$4,400.00	\$4,400.00	\$0.00	\$113,902.00	\$1,000.00	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL - SALARIES																\$78,007.00

DIRECT NONLABOR EXPENSES	
Document Printing/Reproduction/Assembly	\$1,000.00
Postage/Freight/Courier	\$100.00
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	\$143.00
Subtotal	\$79,290.00
SUBCONSULTANTS	\$0.00
TOTAL COST:	\$79,290.00

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

11/21/2006
City Council Meeting Date

Ron Petrie Engineering Operations
Submitted By Division Department

Action Required:

A resolution approving an Engineering Contract with CEI Engineering Associates, Inc. in an amount not to exceed \$88,380 for surveying, design, and bidding services associated with the Gregg Avenue Improvements Project.

\$ 88,380.00	\$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
4520 - 9520 - 5809.00		
4470-0470-5800-00 PAB.	\$ -	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
	\$ -	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

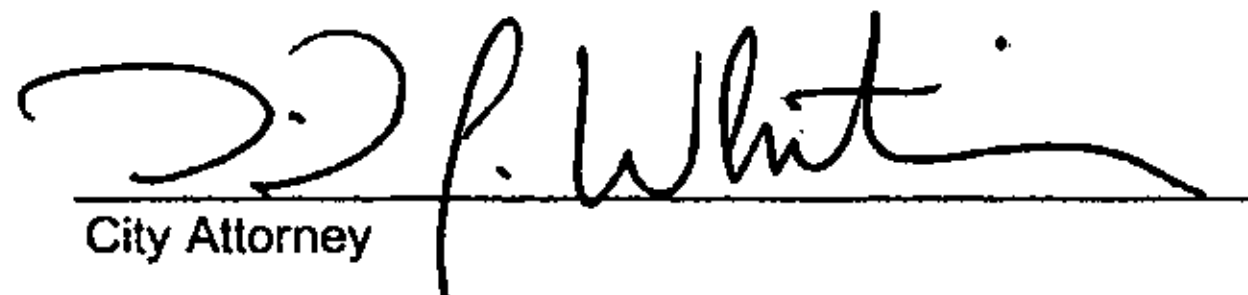
Budgeted Item ☒ Budget Adjustment Attached ☐

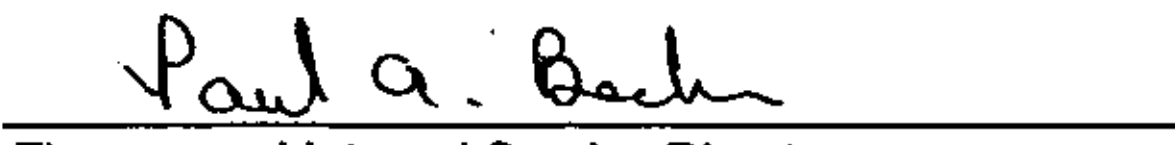
 11.3.06
Department Director Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

 11/6/06
City Attorney Date

 11-8-06
Finance and Internal Service Director Date

Mayor Date

Received in City Clerk's Office
ENTERED
11/20/06
#62

Received in Mayor's Office
ENTERED
11/6/06
P11

Comments:



Date: November 3, 2006

To: Fayetteville City Council

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

From: Ron Petrie, City Engineer *RP*

Subject: **A resolution approving an Engineering Contract with CEI Engineering Associates, Inc. in an amount not to exceed \$88,380 for surveying, design, and bidding services associated with the Gregg Avenue Improvements Project.**

RECOMMENDATION:

Staff recommends approval of a Contract with CEI Engineering Associates, Inc. in the amount of \$88,380 for design services for Gregg Avenue Improvements, from North Street to Prospect Street.

BACKGROUND:

This work is included in the Transportation Improvement Bond Program as a part of the Wilson Park/Washington-Willow Area Transportation Improvements Project.

DISCUSSION:

Under this contract, CEI will provide traffic studies, field surveys, design and other services needed to develop construction plans and specifications for the project, and bid phase services. The scope of the project includes construction of a southbound right-turn lane on Gregg Avenue at North Street, construction of a narrow, mountable median on Gregg Avenue south of North Street to Prospect, construction of speed tables along Gregg Avenue, and construction of raised crosswalks at the intersection of Prospect and Gregg. Pavement overlay and minor repairs to Gregg Avenue adjacent to the median are also planned.

The contract amount will not exceed \$88,380. This fee includes \$70,240 for design services provided by CEI, \$12,400 for design services to be provided by sub-consultants, and \$5,740 for bid phase service. CEI has proposed a contract time of approximately 4.5 months to complete the design services.

BUDGET IMPACT:

This contract will be paid from the funds available from the Wilson Park/Washington-Willow Area Transportation Improvement Project. The total project budget in the Bond Program is \$4,277,000.

RESOLUTION NO. _____

A RESOLUTION AWARDDING AN ENGINEERING CONTRACT TO
CEI ENGINEERING ASSOCIATES, INC. IN AN AMOUNT NOT TO
EXCEED \$88,380.00 FOR SURVEY, DESIGN AND BIDDING
SERVICES ASSOCIATED WITH THE GREGG AVENUE
IMPROVEMENTS 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
awards a engineering contract to CEI Engineering Associates, Inc. in an amount not to
exceed \$88,380.00 for survey, design and bidding services associated with the Gregg
Avenue Improvements Project.

PASSED and APPROVED this 21st day of November, 2006.

APPROVED

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CEI ENGINEERING ASSOCIATES, INC.

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 CEI Engineering Associates, Inc. with offices located in Bentonville, AR (hereinafter called CEI).

CITY OF FAYETTEVILLE requires professional engineering services in connection with the planning, design, permitting and construction, of Gregg Avenue Improvements (The "Project"). Therefore, CITY OF FAYETTEVILLE and CEI in consideration of their mutual covenants agree as follows:

CEI 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 ENGINEERING 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 CEI 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.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall not be allowed without a formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF CEI

2.1 General

2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil, structural, and surveying services.

2.1.1.1 The Scope of Services to be furnished by CEI during the Design Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.1.1.2 The Scope of Services to be furnished by CEI during the Bidding Phase is included in Section 2.3 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.1.1.3 The Scope of Services to be furnished by CEI during the Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.2 Design Phase Services

2.2.1 CEI will provide design services, as described in Appendix A, required to prepare detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by CITY OF FAYETTEVILLE, its legal counsel, and other advisors as appropriate, and assist CITY OF FAYETTEVILLE in the preparation of other related documents.

2.2.1.1 Text documents shall be provided to CITY OF FAYETTEVILLE in Microsoft® Word version 2000 or later software. Contract drawings shall be prepared using standard borders, sheet sizes, title blocks and CADD standards provided by CITY OF FAYETTEVILLE. CEI 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 2004 or later.

- 2.2.1.2 Develop and include in Appendix B of this Agreement, a project design schedule in which CEI shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by CEI in the completion of this final design, including a schedule for design reviews.
- 2.2.1.2.1 The progress design schedule shall consist of summary schedule listing major tasks with durations, and a bar chart schedule depicting the duration of each sub-project and the discrete milestone activities which make up the sub-projects, but at a minimum shall include contract drawings, contract specifications, and design reviews as indicated in Section 2.2.10.
- 2.2.1.3 When requested by the CITY OF FAYETTEVILLE, prepare for and attend up to two Street Committee meetings and 1 City Council meeting to provide support for the project.
- 2.2.1.4 If the plans and specifications for the project require bids on alternates in addition to a base bid, there shall be no more than three (3) alternates, and the alternates shall be developed and described in accordance with Title 22, Article 9-203 of the Arkansas Code.
- 2.2.2 Prepare technical criteria, written descriptions, design data, and applications necessary for filing applications for permits from or approvals of the following governmental authorities having jurisdiction to review or approve the final design of the Project and assist in securing approvals. Actual Filing and Permit Fees will be paid by the CITY OF FAYETTEVILLE. Assist CITY OF FAYETTEVILLE in consultations with appropriate authorities.
- 2.2.3 Advise CITY OF FAYETTEVILLE of final Opinion of Probable Project Costs, including, but not limited to, construction and inspection.
- 2.2.4 Determine land and easement requirements, provide legal descriptions for each easement to be acquired, and provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 2.2.5 Provide through subcontract services or data such as geotechnical investigations, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment as necessary for authorized Project services including appropriate professional interpretations of all the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; noting zoning and deed restrictions.

- 2.2.5.1 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided and the value of the subcontract agreement.
- 2.2.5.2 Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the Submittal Schedule and the CITY OF FAYETTEVILLE and require all CEI sub consultants to be bound by the Submittal Schedule.
- 2.2.6 Design shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, at completion of preliminary (30% complete) and final (90% complete) plans. Interim reviews may be performed at the request of CEI or the CITY OF FAYETTEVILLE in order to facilitate completion of the project.
- 2.3 Bidding Phase
 - 2.3.1 Arrange for bidding notices to be sent to contractors publishing services and direct mailing to contractors of record. Notices shall comply with requirements of CITY OF FAYETTEVILLE. The legal notice to be placed in legal notices section of a local newspaper(s) of countywide and statewide circulation shall be placed by the CITY OF FAYETTEVILLE purchasing agent.
 - 2.3.2 Prepare addenda for drawings and Bid Documents as required and issue to contractors in a timely manner in accordance with Construction Contract General Conditions.
 - 2.3.3 Secure updated state and federal wage rate decisions and incorporate into the Bid Documents. Update wage rate decision by addendum if necessary.
 - 2.3.4 Assist CITY OF FAYETTEVILLE by issuing and tracking Bid Documents, addenda and communications during bidding and maintain list of plan holders. Print and distribute copies of plans and specifications for all prospective bidders and plan rooms. Collect from prospective bidders an appropriate non-refundable fee to offset cost of reproducing and distributing Bidding Documents.
 - 2.3.5 Assist CITY OF FAYETTEVILLE in obtaining and evaluating bids and preparing construction contracts. CEI shall prepare and submit bid certification documents to The City of Fayetteville.

- 2.3.6 Consult with and advise CITY OF FAYETTEVILLE as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s), hereinafter called "Contractor(s)," for those portions of the work as to which such acceptability is required by the Bid Documents.
- 2.3.7 Make recommendations regarding award of construction contracts.
- 2.3.8 Attend City Council meeting to recommend action by the respective bodies. Prepare and present a recommendation complete with such supporting information as necessary for the bodies to make an informed decision on the action recommended.
- 2.4 Construction Phase
- 2.4.1 The scope of Construction Phase Services, if any, will be negotiated following completion of Design Phase Services.

SECTION 3 - ADDITIONAL SERVICES OF CEI

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by CEI, CEI 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 Administrative Assistance

Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.2 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.3 Extra Services

3.1.3.1 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 CEI's control, CEI 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 CEI. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, CEI 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 CEI:

4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

4.2 Assist CEI by placing at CEI's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Guarantee access to and make all provisions for CEI to enter upon public and private property as required for CEI to perform his services under this Agreement.

4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by CEI and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

- 4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to CEI whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.
- 4.9 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements.
- 4.10 Furnish, or direct CEI to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.11 If CITY OF FAYETTEVILLE's standard bidding requirements, Agreement forms and General Conditions are to be used, CITY OF FAYETTEVILLE shall provide copies of such documents for CEI's use in coordinating the Contract Drawings and Specifications.
- 4.12 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to CEI 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. CEI 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 CEI

6.1 Compensation

For the Scope of Services during described herein, CITY OF FAYETTEVILLE shall pay CEI an amount not to Exceed the sum amount of Eighty-eight thousand-three hundred and eighty United States Dollars (US \$ 88,380.00) in accordance with the provisions described in the following paragraphs.

6.1.1 Design Surveys and Preliminary and Final Design Services

For design surveys and preliminary and final design services to be performed by CEI, CITY OF FAYETTEVILLE shall pay CEI for time spent on the project at the rates shown in attached Appendix C for each classification of CEI personnel, and for reimbursable expenses. Payment shall not to exceed the sum amount of seventy thousand two hundred and forty United States Dollars (US \$70,240.00) for these phases of work.

6.1.2 Traffic Studies, Traffic Signal Design, and Geotechnical Services

For traffic studies, traffic signal design, and geotechnical services to be performed by subconsultants, CITY OF FAYETTEVILLE shall pay CEI the actual cost of the subconsultant services, not to exceed the sum amount of twelve thousand four hundred United States Dollars (US \$12,400.00) as detailed in the subconsultant contracts included as Exhibit's C and D.

6.1.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE for Design services consistent with CEI's normal billing schedule attached and made a part of this contract. 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 CEI and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project design schedule as the basis for determining the value earned as the work is accomplished. Final payment for Design services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Design phase for the Project.

6.1.3 Bidding Phase Services

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay CEI the sum of five thousand seven hundred and forty United States Dollars (US\$5,740.00).

6.1.4 Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.5 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to CEI shall be negotiated at the time Additional services are authorized.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted in electronic format simultaneously to CITY OF FAYETTEVILLE, followed by signed original document to CITY OF FAYETTEVILLE. Statements will be based on CEI's estimated percent of services completed at the end of the preceding month, and justified by the updated progress schedule. Program Manager shall review the statement and forward them to CITY OF FAYETTEVILLE with his recommendations.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of CEI'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 CEI 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, CEI 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 CEI 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 CEI or his sureties under this Agreement or applicable performance and payment bonds, if any.

6.5 Fee Changes

Subject to the City Council approval, adjustment of the Not to exceed amount may be made should CEI establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall not be allowed without formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost, fees, or delivery schedule.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, CEI will maintain (in United States Dollars) the following minimum insurance coverage's:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	\$500,000 Each Accident
Commercial General Liability	
Bodily Injury and	\$1,000,000 Combined Single Limit
Property Damage	
Automobile Liability:	
Bodily Injury and	\$1,000,000 Combined Single Limit
Property Damage	
Professional Liability Insurance	\$1,000,000 Each Claim

CEI 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 to endorse CITY OF FAYETTEVILLE. Construction Contractors shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE and CEI.

7.1.3 CITY OF FAYETTEVILLE and CEI 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 CEI'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 CEI for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 CEI will exercise reasonable skill, care, and diligence in the performance of CEI's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CEI agrees not to seek or accept any compensation or reimbursements from the City of Fayetteville for engineering work it performs to correct any errors, omissions or other deficiencies caused by CEI's failure to meet customarily accepted professional engineering practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of CEI.

7.2.2 In addition CEI 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 CEI'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 CEI relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on CEI's experience, qualifications, and judgment as a design professional. Since CEI 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, CEI does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by CEI.

7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of CEI'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 CEI.

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 CEI 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 CEI at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of CEI's default.
- 7.5.4 If termination for default is effected by CEI, 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 CEI for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CEI 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, CEI 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 CEI 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 CEI to fulfill contractual obligations, it is determined that CEI 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 CEI are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond CEI's reasonable control, CEI shall be entitled to additional compensation and time for reasonable costs incurred by CEI in temporarily closing down or delaying the Project.

7.7 Rights and Benefits

CEI's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

Professional Services -- Designer

Gregg Avenue Improvements

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 CEI 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 CEI 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 CEI 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 CEI 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 CEI 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 CEI for services rendered CEI.

7.10 Publications

Recognizing the importance of professional development on the part of CEI's employees and the importance of CEI's public relations CEI may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to CEI'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 CEI. 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 CEI's activities pertaining to any such publication shall be for CEI'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 CEI 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

CEI may use or modify CEI's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or CEI may develop computer models during CEI's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by CEI does not constitute a license to CITY OF FAYETTEVILLE to use or modify CEI's computer models. Said proprietary computer models shall remain the sole property of the CEI. CITY OF FAYETTEVILLE and CEI will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use CEI'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. CEI may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by CEI as part of the Services shall become the property of CITY OF FAYETTEVILLE when CEI has been compensated for all Services rendered, provided, however, that CEI shall have the unrestricted right to their use. CEI 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 CEI.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CEI 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
113 W. Mountain
Fayetteville, AR 72701

CEI's address:

CEI Engineering Attn: Gregory Perry
3317 SW "T" Street
Bentonville, AR 72712

7.15 Successor and Assigns

CITY OF FAYETTEVILLE and CEI 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 CEI 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 CEI 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 CEI a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by CEI, 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 CEI:

8.1.1 N/A

8.1.2 CEI shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by CEI'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 CEI's obligations under this clause are in addition to CEI'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 CEI 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 CEI 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 CEI 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. CEI shall also maintain the financial information and data used by CEI 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. CEI 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, and 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 CEI;

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

CEI 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 CEI 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 CEI or any of CEI'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, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to CEI 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 CEI as it could pursue in the event of a breach of the Agreement by CEI. 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 CEI 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 Professional Services – Designer

Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, CEI 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: CEI Engineering Associates, Inc.

SIGNATURE: Brent L. Massey DATE: 10/27/06

PRINTED NAME: Brent L. Massey TITLE: Division Leader

Professional Services – Designer

Gregg Avenue Improvements

A – 20

022403

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and CEI Engineering, 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

CEI Engineering Associates, Inc.

By: Grant Massey

Title: Division Leader

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

EXHIBIT A
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF FAYETTEVILLE, ARKANSAS
STREET IMPROVEMENT BOND PROGRAM
GREGG AVENUE IMPROVEMENTS

1) Scope of Project

- a) This project involves the construction of raised medians at various locations along Gregg Street between Prospect Ave and North St. It also includes the addition of a turn lane for the traffic movement of southbound Gregg St to westbound North St. The traffic signals at the intersection of Gregg St and North St will require adjustment with the addition of the turn lane. The approximate length of the project is 2,200 linear feet.
- b) The project does not include any adjustment to the intersection of Gregg St and North St, with the exception of the abovementioned turn lane.
- c) Other improvements along the project include the addition of "speed tables" and "raised crosswalks". These items will be designed per the City of Fayetteville standard details.
- d) The current project will not include any drainage reports, analysis or design to the existing system. If drainage items are required, at a later time, then they will be added by extra work authorization.
- e) Along the existing sanitary sewer and water line, there is pavement settlement. Patch repair will be noted at locations as collected and shown on the survey.
- f) All work between North St and Prospect Ave will occur within existing ROW boundaries. Utility relocations (if required) may require utility easements.
- g) ROW acquisition may be required for the turn lane.
- h) Traffic data collection and analysis will be required to determine the length of the proposed turn lane.
- i) Installation of traffic markings will be required, within the construction limits.

2) Design Phase Services

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described herein.

a) Topographic Survey

- (1) Prospect Street Limits:** Gregg Street to a point 300' east. Width will be from back of curb to back of curb unless sidewalk(s) exist in which case the limits will extend to the back of sidewalk.
 - (a)** Topographic Survey will be provided within the limits as described above and will include the following: 1' contours, curbs, sidewalks, visible manholes, visible water valves, overhead utilities, intersecting streets and driveways to the end of the radii returns, traffic striping, areas of pavement failure are to be marked with spray paint by the engineer prior to the survey, these areas will be delineated on the survey drawing.
 - (b)** Excluded from the scope are underground utilities, storm drain pipes and sanitary sewer pipes.
- (2) Gregg Street Limits (South of North Street):** Prospect Street north to North Street. Width will be from back of curb to back of curb unless sidewalk(s) exist in which case the limits will extend to the back of sidewalk.
 - (a)** A Topographic Survey will be provided within the limits as described above and will include the following: 1' contours, curbs, sidewalks, visible manholes, visible water valves, overhead utilities, intersecting streets and driveways to the end of the radii returns, traffic striping, areas of pavement failure are to be marked with spray paint by the engineer prior to the survey, these areas will be delineated on the survey drawing.
 - (b)** Excluded from the scope are underground utilities, storm drain pipes and sanitary sewer pipes.
- (3) Gregg Street Limits (North of North Street):** From North Street to a point 450' north. Width will be from the right-of-way on the east side to 20' beyond the right-of-way on the west side.
 - (a)** A limited Boundary Survey will be provided sufficient enough to establish the rights-of-way on both sides within the limits described above. A Topographic survey will be provided within the limits as described above and will include the following: 1' contours, curbs, sidewalks, intersecting streets and driveways to the end of the radii returns, storm drainage, retaining walls, delineation of major landscaping, parking areas, trees 6" in diameter and larger, traffic striping, traffic signals, signal poles, signal control boxes, above ground utilities, under ground utilities will be shown by utilizing a combination of plans furnished by the client, City GIS and utility locates.
- (4) North Street Limits (West of Gregg Street):** From the intersection of Gregg Street to a point 175' west. Width will be from the back of curb on the south side, unless sidewalk(s) exist, in which case the limits will extend to the back of sidewalk to 20' beyond the north right-of-way.

- (a) A limited Boundary Survey will be provided sufficient enough to establish to the right-of-way on the north side within the limits described above. A Topographic Survey will be provided within the limits as described above and will include the following: 1' contours, curbs, sidewalks, intersecting streets and driveways to the end of the radii returns, storm drainage, retaining walls, delineation of major landscaping, parking areas, trees 6" in diameter and larger, traffic striping, traffic signals, signal poles, signal control boxes, above ground utilities. Under ground utilities will be shown by utilizing a combination of plans furnished by the client, City GIS and utility locates.
- (5) **North Street Limits (East of Gregg Street):** From the intersection of Gregg Street to a point 100' east. Width will be from back of curb to back of curb unless sidewalk(s) exist in which case the limits will extend to the back of sidewalk.
 - (a) A Topographic Survey will be provided within the limits as described above and will include the following: 1' contours, curbs, sidewalks, visible manholes, visible water valves, intersecting streets and driveways to the end of the radii returns, traffic striping, traffic signals, signal poles and signal control boxes.
 - (b) Excluded from the scope are underground utilities, above ground utilities, storm drain pipes and sanitary sewer pipes.
- (6) **Miscellaneous Items:**
 - (a) Semi-permanent control points will be placed along the project at intervals not to exceed 500'. When possible they will also be placed outside of the right-of-way in an effort to preserve them for the future project control. The GPS control, as published for Fayetteville, will be used for the basis of coordinates.
 - (b) Utility locator service(s) will be used to mark utilities on the ground prior to survey. Fees associated with the locator service(s) will be billed to the client as a reimbursable expense. Estimated cost is \$ 400.00.
 - (c) Right-of-way and/or easement exhibits with descriptions will be provided, as needed, for the property west of Gregg Street and north of North Street.
 - (d) An easement and/or right-of-way exhibit and description will be provided on an estimated two parcels.
 - (e) **CEI proposes to provide Exhibits with descriptions at a lump sum of \$650.00 each plus reimbursable expense.**
- (7) **Consultation for property procurement**
 - (a) Provide consultation or assistance as necessary to procure property as it relates to the right-of-way and/or easement documents as described above. Services to be provided will be confined to that which is allowed by a Registered Professional Land Surveyor.
 - (b) **CEI proposes to provide consultation or assistance as necessary on an hourly basis up to \$1,4440.00 plus reimbursable expenses.**

(8) Additional Services

- (a) Revisions that may be required due to changes in topography, physical features, utilities, parcel configurations and parcel ownership that occur subsequent to the finalization of this project as outlined herein and prior to CEI's Engineering Design can be furnished upon request by the City of Fayetteville and will be based on hourly rates as outlined in CEI's "Schedule of Charges" current at the time of request.

(9) Items to be furnished by client:

- (a) Reimbursement for the cost of title searches with all supporting documents.
- (b) Reimbursement for the cost of utility locator service(s).
- (c) Reimburse expenses per the attached "Arkansas Schedule of Charges".
- (d) Permission to access properties outside of rights-of-way.

(10) Items not included in this proposal:

- (a) Complete Boundary Surveys of the individual parcels.

(11) Deliverables:

- (a) Drawings in a digital format of ACAD, PDF or TIFF and certified hardcopies.

b) Traffic Study and Traffic Signal Design

See attached Exhibit 'C' for TEC proposal for traffic services.

c) Geotechnical Investigations

See attached Exhibit 'D' for Terracon proposal for geotechnical testing services.

d) Preliminary Design Phase (30%)

- (1) Prepare preliminary plan drawings showing existing and proposed facilities. Horizontal scale of drawings to be 1:20 or larger. Vertical scale to be 1:5. Preliminary design plans and documents to include the following:
 - (a) Prepare the preliminary title sheet.
 - (b) Preliminary horizontal and vertical geometric sheet layout. Show the project horizontal and vertical control.
 - (c) Create plan sheets showing the limits of work, roadway dimensions, median widths and locations of milling and overlays, sidewalks, ADA ramps and railings.
 - (d) Prepare preliminary general construction notes.
 - (e) Prepare a temporary retaining wall layout in plan and profile. Receive approval of layout, material and texture/pattern.
 - (f) Prepare preliminary typical sections for construction of the proposed widened roadway section and median placement sections.
 - (g) Prepare preliminary traffic signal layout and details, as warranted and approved by the City of Fayetteville. Provide preliminary plan sets for utility companies review and coordination.

(2) Final Design Phase (90%)

- (a) Complete the title sheet.
- (b) Prepare project layout sheet. Sheet to show the limits and alignments of the projects, label cross streets and label beginning and ending of construction.
- (c) Substantially complete the general construction notes.
- (d) Substantially complete the typical sections.
- (e) Prepare traffic control plans, detour layouts and advance signing plans in accordance with the latest revision of the "Manual of Uniform traffic Control Devices".
- (f) Prepare the lane closure sheet(s). Sheets to detail lane closure items and present a typical section view of the construction.
- (g) Prepare erosion and sediment control sheets, to comply with federal state and local regulations.
- (h) Substantially complete the paving plan sheets.
- (i) Substantially complete the retaining wall layout(s).
- (j) Prepare signing and striping sheets.
- (k) Substantially complete the traffic signal sheets.
- (l) Prepare soil boring sheets. Soil boring information to include lab data and soil characteristics.
- (m) Show any sanitary sewer manhole adjustments and water valve adjustments as necessary for construction.
- (n) Provide details to be incorporated into the plans.
- (o) Prepare the opinion of probable cost.
- (3) Attend design progress meetings with the CITY.
- (4) Provide written responses to design review comments provided by the CITY.

3) Project Deliverables

- a) Two copies of the Traffic Study Report
- b) Two copies of the Geotechnical Report
- c) Three copies of the 30% plan set
- d) Three copies of the 90% plan set, with the opinion of probable cost.
- e) Three copies of the revised Final Plans, cost estimates, specifications and contract documents and other supporting documents.
- f) Three copies of the Final plans and Specifications to the Contractor.
- g) Three copies of Right-of-Way plans and acquisition documents.
- h) Electronic files as requested.

4) General

- a) All street construction shall follow the guidelines described in the City of Fayetteville street design manuals.
- b) Record drawings shall be provided on a computer media in AutoCAD format in addition to reproducible drawings.
- c) Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.

- d) The ENGINEER should anticipate a 14 calendar day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- e) The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.
- f) Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

5) Bid Phase Services

- a) Prepare bid advertisement, in compliance with City of Fayetteville standards.
- b) Send the advertisement to contractors of record.
- c) Prepare addenda, answer RFI's in a timely manner.
- d) Collect recent wage rate information and incorporate into the Bid Documents
- e) Assist with tracking the RFI's, Addenda and other information.
- f) Assist with evaluating bids.
- g) Aide with recommendations concerning subcontractors and the awarding of contracts.
- h) Attend meetings as required.

6) Construction Observation

- a) Construction observation services shall be agreed to and negotiated as an item of Extra Work.



ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS
1.800.433.4173 WWW.CEIENG.COM

ARKANSAS SCHEDULE OF CHARGES

OFFICE LOCATIONS:

CHARGES for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses. A new schedule of charges and conditions is issued at the beginning of each year. The schedule of charges may also be revised during the year as conditions dictate.

CALIFORNIA

LABOR: Labor charges are made for all client activity directly attributable to a project. No charge is made for general office administration, accounting or maintenance. Labor charges are billed by category as follows:

ARIZONA	Officer/Regional Manager	\$125.00
	Department Manager	\$115.00
	Program Manager	\$100.00
	Registered Landscape Architect	\$ 95.00
TEXAS	Project Manager	\$ 95.00
	Planning Project Manager	\$ 95.00
	Project Engineer	\$ 95.00
	Project Designer	\$ 85.00
ARKANSAS	Survey Project Manager	\$ 90.00
	Assistant Survey Project Manager	\$ 80.00
	CAD Designer	\$ 75.00
	CAD Technician	\$ 65.00
TENNESSEE	Construction Observer	\$ 65.00
	Survey Party Chief	\$ 70.00
	Survey Technician	\$ 70.00
	Field Specialist	\$ 55.00
	Program Assistant	\$ 55.00

MINNESOTA

SUB-CONSULTANT SERVICES: In cases where CEI Engineering Associates, Inc., retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

PENNSYLVANIA

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

GEORGIA

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

FLORIDA

CREDIT POLICY: Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with Arkansas usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owing.

Appendix B	
Gregg Avenue Improvements	
SummaryDesign Schedule	
Task	Duration
Traffic Data Collection	30 Days from Notice to Proceed
Field Surveys	30 Days from Notice to Proceed
Roadway - 30% Preliminary Design	48 Days from Notice to Proceed
City Review Time	14 Days from Receipt of Preliminary Design
Roadway - 90% Final Design	45 Days from Receipt of Preliminary Review Comments
City Review Time	14 Days from Receipt of Final Design
Final Corrections	10 Days from Recipt of Final Review Comments

TRAFFIC **E**NGINEERING **C**ONSULTANTS

EXHIBIT C

October 25, 2006

Gregory W. Perry, P.E.
Transportation Department Manager
CEI Engineering Associates, Inc.
3317 S.W. "T" Street
Bentonville, AR 72712

SUBJECT: TRAFFIC DESIGN SERVICES PROPOSAL
Gregg Ave. & North St. / Fayetteville

Please accept this letter as a proposal for Traffic Engineering Consultants, Inc. (TEC) to provide professional traffic engineering design services for an intersection capacity analysis and a traffic signal modification design at the Gregg Ave. and North St. intersection in Fayetteville. The services will include the required design for a relocation or replacement of the traffic signal pole on the northwest corner of the intersection in accordance with AHTD and/or City of Fayetteville standards and specifications. It may also include wiring, signal head, and signal phasing changes required in order to add a right turn overlap for the new southbound right turn lane. It will include the preparation of all plans and cost estimates required for bidding. The signal modification sheets will be prepared for insertion into the roadway plans that CEI will be preparing for the new southbound right turn lane.

It is understood that CEI will be preparing the roadway plans and that they will be furnished to TEC as a base map for the signal design. The topographic survey will be completed by CEI and will be of adequate coverage for signal design. The City of Fayetteville will assist TEC in locating existing conduits and cabling around the intersection for use in developing our base map and modification plans.

Peak hour turning movement data will be collected at the intersection between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m. on a weekday. This data will be used to prepare capacity analyses using *Synchro* traffic analysis software, to identify the recommended right turn storage lane length and to evaluate the benefit of providing a right turn overlap phase for the new right turn lane. The capacity analyses will be completed within 30 days of receiving notice to proceed.

Traffic Engineering Consultants, Inc.

6000 S. Western, Suite 300 • Oklahoma City, OK 73139 • 405.720.7721 • 405.720.9848 Fax
6931 S. 66th E. Ave., Suite 100 • Tulsa, OK 74133 • 918.481.8484 • 918.481.3163 Fax

The preliminary signal plans will be completed in 45 days after receipt of an electronic copy of the proposed roadway design. The roadway plans are to indicate both underground and aboveground utilities as well as right-of-way. All comments received after the plan-in-hand review will be incorporated into the final signal plans. The final plans will be submitted 30 days following receipt of the review comments.

The proposed fee for the data collection and capacity analyses is a lump sum fixed fee of \$1,500.00. The proposed fee for the signal modification design is a lump sum fixed fee of \$9,000.00. The total lump sum fixed fee will be \$10,500.00. Invoices will be submitted monthly based on percent of work completed.

One review meeting is included in the fee. Additional services including attendance at extra meetings and/or changes to the study scope will be provided on an hourly basis according to the attached rate schedule. This proposal and fee will be considered valid for 180 days.

If you are in agreement with the terms as stated, please indicate your acceptance by signing this letter and returning a copy to our office. The returned letter will be considered as notice to proceed.

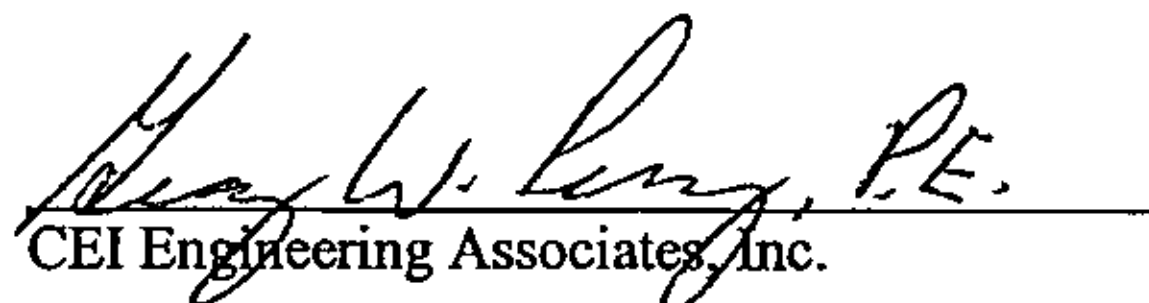
We appreciate the opportunity to provide this proposal to CEI Engineering Associates and look forward to working with you and the City of Fayetteville on this project. Should you have any questions or need additional information, please call.

Sincerely,



Jon Eshelman, P.E., PTOE

Approved:


CEI Engineering Associates, Inc.

10/27/06
Date

Traffic Engineering Consultants, Inc.

6000 S. Western, Suite 300 • Oklahoma City, OK 73139 • 405.720.7721 • 405.720.9848 Fax
6931 S. 66th E. Ave., Suite 100 • Tulsa, OK 74133 • 918.481.8484 • 918.481.3163 Fax

Man-Hour and Expenses Estimate

Data Collection and Capacity Analysis

• Senior Engineer	6 hrs.	\$630
• Data Collector	16 hrs.	\$640
• Hotel/Mileage/Per Diem		<u>\$230</u>
<i>Total</i>		<i>\$1500</i>

Signal Modification Design

• Senior Engineer	Site Visit	8 hrs.	\$840
• Senior Engineer	Prelim. Design	16 hrs.	\$1680
• Senior Engineer	Review Mtg.	8 hrs.	\$840
• Senior Engineer	Final Design	16 hrs.	\$1680
• Technician	Prelim. Design	16 hrs.	\$1040
• Technician	Final Design	16 hrs.	\$1040
• CAD Operator	Prelim. Design	16 hrs.	\$880
• CAD Operator	Final Design	12 hrs.	\$660
• Mileage/Per Diem/Printing			<u>\$340</u>
<i>Total</i>			<i>\$9000</i>

Traffic Engineering Consultants, Inc.

6000 S. Western, Suite 300 • Oklahoma City, OK 73139 • 405.720.7721 • 405.720.9848 Fax
6931 S. 66th E. Ave., Suite 100 • Tulsa, OK 74133 • 918.481.8484 • 918.481.3163 Fax

Traffic Engineering Consultants, Inc.

Rate Schedule

Classification	Hourly Rate
Senior Engineer	\$105.00
Engineer Intern	\$75.00
Technician	\$65.00
CAD Operator	\$55.00
Data Collector	\$40.00

Exhibit D

October 13, 2006

CEI Engineering Associates, Inc.
3317 S.W. "I" Street
Bentonville, Arkansas 72712

Terracon

5479 Hailey Avenue
Springdale, Arkansas 72762
(479) 750-9775 Fax: (479) 750-9783

Attention: Mr. Greg Perry

Re: Subsurface Exploration Proposal
Proposed Gregg Avenue Retaining Wall
Fayetteville, Arkansas
Proposal No. D3906115

Dear Mr. Perry:

We are pleased to provide a proposal to perform the subsurface exploration and geotechnical engineering services for the proposed Gregg Avenue Retaining Wall in Fayetteville, Arkansas.

PROJECT DESCRIPTION

We understand the project will consist of constructing an approximate 200 to 250 foot long retaining wall with a maximum height of less than 15 feet on the corner of Gregg Avenue and North Street in Fayetteville, Arkansas.

SCOPE OF SERVICES

The purpose of the subsurface exploration is to obtain data to provide geotechnical recommendations for the design and construction of the retaining wall, as related to the subsurface conditions encountered at the boring locations.

We propose to drill three borings to maximum depths of about 15 feet, or auger refusal, whichever occurs first, for this project. Sampling will be performed in general accordance with our standard procedures; wherein, five split-barrel samples are obtained in the upper 10 feet of the borings and one sample is obtained at intervals of 5 feet below a depth of 10 feet until boring termination depth or to auger refusal, whichever occurs first.

Laboratory testing will be performed in accordance with our standard procedures; wherein, moisture content tests and, where applicable, hand penetrometer tests are performed on split-barrel samples. Atterberg limits and/or sieve analysis tests will be performed on representative subgrade materials.

After completing the field exploration and testing, a report will be prepared by a Registered Professional Engineer. The report will include a boring location plan; a boring log with field and laboratory data; and recommendations for the design and construction of the retaining wall, as related to the subsurface conditions encountered at the boring locations.

Proposed Gregg Avenue Retaining Wall
Fayetteville, Arkansas
Proposal No. D3906115
October 13, 2006

Terracon

COMPENSATION

Based on the above scopes of services, we propose a lump sum cost of **\$1,900.00** to complete the scope of services described above. Should site and/or subsurface conditions be encountered which require major revisions in the subsurface exploration program and/or result in significantly higher costs, we will contact you prior to initiating this work. Unless otherwise instructed, invoices will be submitted to:

CEI Engineering Associates, Inc.
3317 S.W. "I" Street
Bentonville, Arkansas 72712
Attention: Mr. Greg Perry

CONDITIONS

Items to be provided by the client include the right-of-entry to conduct the exploration and an awareness and/or location of any subsurface utilities existing in the area. If there are any restrictions or special requirements regarding the site or exploration, these should be known prior to commencing field work. This proposal should be considered a part of the attached **Agreement for Services**.

The above fee estimates are based on our providing field layout of the boring locations and boring locations being accessible to our truck-mounted drill rig. The boring locations are typically established by pacing distances and estimating angles from recognizable site features. Ground-surface elevations at the boring locations are also approximate and are generally obtained using an engineer's level from a convenient reference point. If a specific reference elevation is desired, the location and elevation of the benchmark will be needed prior to commencing field work. The locations and elevations of the borings should be considered accurate only to the degree implied by the methods used to locate the borings.

PERFORMANCE SCHEDULE

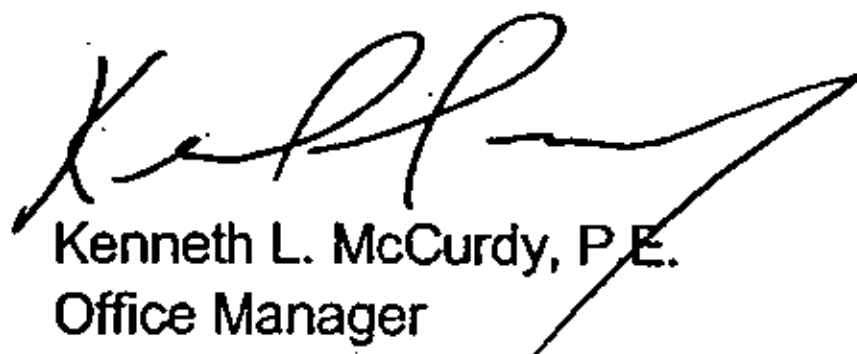
We anticipate starting the field exploration within one week of receiving written authorization to proceed. Our complete geotechnical report will typically be submitted within 2 weeks of completing the field work.

Proposed Gregg Avenue Retaining Wall
Fayetteville, Arkansas
Proposal No. D3906115
October 13, 2006

Terracon

Please return one signed copy of the attached **Agreement for Services** as our written authorization to proceed. If you have any questions, or if we can be of further service, please do not hesitate to contact us.

Sincerely,
TERRACON



Kenneth L. McCurdy, P.E.
Office Manager

KLM
Enclosure
Copies to: Addressee (2 + e-mail)

AGREEMENT FOR SERVICES

This **AGREEMENT** is between CEI Engineering Associates, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Gregg Avenue Retaining Wall project ("Project"), as described in the Project Information section of Consultant's Proposal dated October 13, 2006 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
- 18. Termination.** Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

Consultant: Terracon Consultants, Inc.

By: [Signature] Date: 10/13/2006Name/Title: Kenneth L. McCurdy, P.E./Office ManagerAddress: 5479 Hailey AvenueSpringdale, Arkansas 72762Phone: 479.750.9775 Fax: 479.750.9783

Client: CEI Engineering Associates, Inc.

By: [Signature] Date: 10/27/06Name/Title: Gregory W. Perry Transportation Dept. ManagerAddress: 3317 S.W. "I" StreetBentonville, Arkansas 72712Phone: 479.273.9472 Fax: 479.273.0844

Agreement Reference Number (Terracon Proposal or Project Number): D3906115

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

11/21/2006

City Council Meeting Date

Ron Petrie

Submitted By

Engineering

Division

Operations

Department

Action Required:

A resolution approving an Engineering Contract with Carter & Burgess, Inc. in an amount not to exceed \$233,148 for surveys and design, bidding, and related services associated with the Garland Avenue (Highway 112) Improvement Project between I-540 and Howard Nickell Road.

\$ 233,148.00

Cost of this request

4520 - 9520 - 5809.80
4470-9470-5800.00

Account Number

\$ -

Category / Project Budget

\$ -

Funds Used to Date

\$ -

Remaining Balance

Program Category / Project Name

Street Improvements

Program / Project Category Name

Sales Tax Capital Improvements

Fund Name

Budgeted Item

☒

Budget Adjustment Attached



Department Director

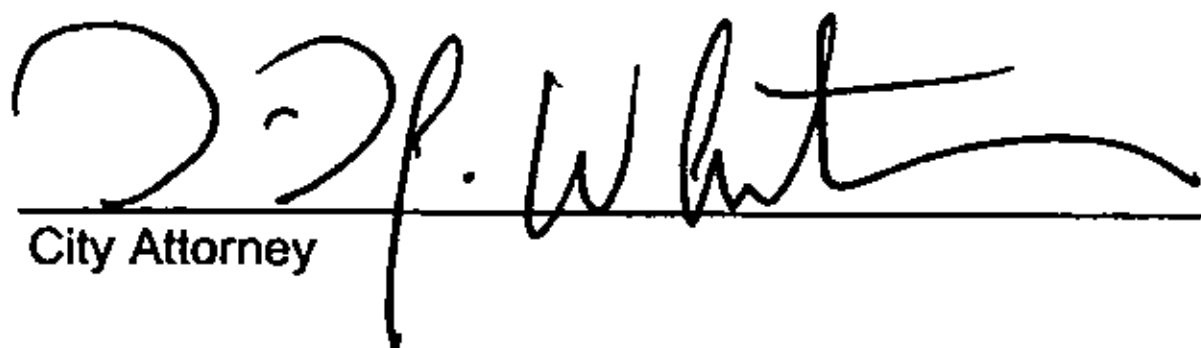
11.2.06

Date

Previous Ordinance or Resolution #

Original Contract Date:

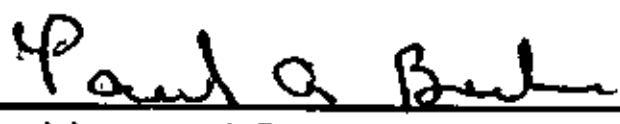
Original Contract Number:



City Attorney

11/6/06

Date



Finance and Internal Service Director

11-8-06

Date

Received in City Clerk's Office

ENTERED

11/3/06

Received in Mayor's Office

ENTERED

11/6/06

Mayor

Date

Comments:



Date: November 3, 2006

To: Fayetteville City Council

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

From: Ron Petrie, City Engineer *RP*

Subject: **A resolution approving an Engineering Contract with Carter & Burgess, Inc. in an amount not to exceed \$233,148 for surveys and design, bidding, and related services associated with the Garland Avenue (Highway 112) Improvement Project between I-540 and Howard Nickell Road.**

RECOMMENDATION:

Staff recommends approval of a Contract with Carter & Burgess, Inc. in the amount of \$233,148 for surveys, design services, and related services for Garland Avenue (Highway 112), from I-540 to Howard Nickell Road.

BACKGROUND:

Garland Avenue, from I-540 to Howard Nickell Road, is included in the Transportation Improvement Bond Program. The improvements planned include widening to 5 lanes with curb and gutter and installation of sidewalks/trails on each side of the roadway.

Garland Avenue is also State Highway 112. The Arkansas Highway and Transportation Department (AHTD) will review the design and issue a permit for construction of the project. AHTD will continue to maintain this section of roadway after the improvements are completed.

DISCUSSION:

Under this contract, Carter and Burgess will provide surveying, design and related services needed to prepare construction plans and specifications for the project, and will also provide services required during the bid phase of the project. The contract amount for this work is \$233,148. Carter and Burgess' proposed schedule includes 7.5 months of design time, and 2 months of City/AHTD review time, a total of 9.5 months from the Notice to Proceed date.

BUDGET IMPACT:

This contract will be paid from funds available in the Transportation Improvement Bond Program and in the Capital Improvement Fund. The total project budget, including \$168,000 in the Capital Improvement Fund, is \$3,662,000.

RESOLUTION NO. _____

A RESOLUTION AWARDING AN ENGINEERING CONTRACT TO CARTER & BURGESS, INC. IN AN AMOUNT NOT TO EXCEED \$233,148.00 FOR SURVEY, DESIGN, BIDDING AND RELATED SERVICES ASSOCIATED WITH THE GARLAND AVENUE (HIGHWAY 112) IMPROVEMENT PROJECT BETWEEN I-540 AND HOWARD NICKELL 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 awards a engineering contract to Carter & Burgess, Inc. in an amount not to exceed \$233,148.00 for survey, design, bidding and related service associated with the Garland Avenue (Highway 112) Improvement Project between I-540 and Howard Nickell Road.

PASSED and APPROVED this 21st day of November, 2006.

APPROVED

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CARTER & BURGESS, INC.
FAYETTEVILLE, ARKANSAS

THIS AGREEMENT is made as of _____, 2005, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Carter & Burgess, Inc. with offices located in Fayetteville, Arkansas (hereinafter called Carter & Burgess).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, construction, operation, maintenance, management, and financing of the Garland Avenue/Hwy 112 Improvements, and in particular, Design Phase as further described in Attachment A, (The "Project"). Therefore, CITY OF FAYETTEVILLE and Carter & Burgess in consideration of their mutual covenants agree as follows:

Carter & Burgess 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 Carter & Burgess' 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 Carter & Burgess 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 Carter & Burgess.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of Carter & Burgess.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall not be allowed without a formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF CARTER & BURGESS

2.1 General

2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil, structural, mechanical, and electrical engineering services and normal architectural design services incidental thereto.

2.1.1.1 The Scope of Services to be furnished by Carter & Burgess during the Design Phase is included in Section 2.2 hereafter and in Attachment A attached hereto and made part of this Agreement.

2.1.1.2 The Scope of Services to be furnished by Carter & Burgess during the Wet-land Mitigation, if any, will be finalized and contained in an amendment to this Agreement after the Design Phase is completed or nearing completion.

2.1.1.3 The Scope of Services to be furnished by Carter & Burgess during the Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after the Design Phase is completed.

2.1.1.4 The Scope of Services to be furnished by Carter & Burgess for Post-Construction Phase Services during Construction, if any, will be finalized and contained in an amendment to this Agreement after the Design Phase is completed.

2.1.1.5 The Scope of Services to be furnished by Carter & Burgess for Resident Services during Construction, if any, will be finalized and contained in an amendment to this Agreement after the Design Phase is completed.

2.2 Design Phase

2.2.1 The Design Phase will consist of the environmental, surveying, and transportation engineering services for the proposing improvement to Garland Avenue/Hwy 112. The proposed improvements include, but are not limited to, full-depth reconstruction and widening for approximately 4,000 linear feet. A more detailed scope of services is included in Attachment A.

2.3 Wet-land Mitigation

2.3.1 The scope of Wet-land Mitigation, Phase Services, if any, will be negotiated following completion or near the end of the Design Phase.

2.4 Construction Phase

2.4.1 The scope of Construction Phase Services, if any, will be negotiated following completion of the Design Phase.

2.5 Post-Construction Phase

2.5.1 The scope of Post-Construction Phase Services, if any, will be negotiated following the Design Phase.

2.6 Resident Services during Construction

2.6.1 The scope of Resident Services during Construction, if any, will be negotiated following completion of the Design Phase.

SECTION 3 - ADDITIONAL SERVICES OF CARTER & BURGESS

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by Carter & Burgess, Carter & Burgess 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 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 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.

3.1.3 Administrative Assistance

Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.4 Furnishing renderings or models of the Project for CITY OF FAYETTEVILLE's use.

3.1.5 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by CITY OF FAYETTEVILLE.

3.1.6 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.7 Extra Services

Garland Avenue/Hwy 112 Improvements

10/19/2005

3.1.7.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE.

3.2 Contingent Additional Services

3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond Carter & Burgess' control, Carter & Burgess 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 Carter & Burgess. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, Carter & Burgess 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 Carter & Burgess.

- 4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 4.2 Assist Carter & Burgess by placing at Carter & Burgess' disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.3 Guarantee access to and make all provisions for Carter & Burgess to enter upon public and private property as required for Carter & Burgess to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by Carter & Burgess and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to Carter & Burgess whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.

- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.
- 4.9 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements of the Mount Sequoyah Pressure Plane Improvements Project.
- 4.10 Furnish, or direct Carter & Burgess to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.11 If CITY OF FAYETTEVILLE's standard bidding requirements, Agreement forms and General Conditions are to be used, CITY OF FAYETTEVILLE shall provide copies of such documents for Carter & Burgess' use in coordinating the Contract Drawings and Specifications.
- 4.12 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to Carter & Burgess 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. Carter & Burgess 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 CARTER & BURGESS

- 6.1 Compensation
- 6.1.1 Design Phase

For the Scope of Services during the Design Phase described herein, CITY OF FAYETTEVILLE authorizes two hundred thirty three thousand one hundred forty-eight

dollars (\$233,148.00) as compensation for the scope of work set forth in Attachment A. Engineer will be compensated based upon the current hourly rates for cost reimbursement being attached to and made a part of this agreement (Attachment B). The costs and basis for compensation include all design services, including labor, overhead, direct expenses, subcontracts and fees. The total contract amount authorized for the Design Phase is two hundred thirty three thousand one hundred forty-eight dollars (\$233,148.00).

6.1.1.1 Subject to the City Council approval, adjustment of the contract amount may be made should Carter & Burgess establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

6.1.2 Preliminary Design Phase Services

Preliminary Design Services are included in the Design Phase.

6.1.3 Final Design Phase Services

Final Design Services are included in the Design Phase.

6.1.4 Wet-land Mitigation

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion or near completion of the Design Phase.

6.1.5 Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of the Design Phase.

6.1.6 Post-Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase.

6.1.7 Resident Services During Construction

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of the Design Phase.

6.1.8 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to Carter & Burgess shall be negotiated at the time Additional services are authorized.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted to CITY OF FAYETTEVILLE by signed original document. Statements will be based on Carter & Burgess' actual costs incurred and justified by hours expended, hourly rates and other applicable costs in accordance with Attachment B.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of Carter & Burgess' 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 Carter & Burgess 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, Carter & Burgess 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 Carter & Burgess to be set forth therein, provided Carter & Burgess may establish a counterclaim if the CITY OF FAYETTEVILLE presents a claim against Carter & Burgess after the issuance of such release. 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 Carter & Burgess or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, Carter & Burgess 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

Carter & Burgess 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 Carter & Burgess as additional insureds, or, to endorse CITY OF FAYETTEVILLE, and Carter & Burgess 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 Carter & Burgess. All contract insurance carriers shall be required to list CITY OF FAYETTEVILLE as certificate holder, furnishing copies of the contractor's insurance certificate to each party

7.1.3 CITY OF FAYETTEVILLE and Carter & Burgess 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 Carter & Burgess' services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction Contractors shall

be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE and Carter & Burgess for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 Carter & Burgess will exercise reasonable skill, care, and diligence in the performance of Carter & Burgess' services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to Carter & Burgess any defects or suspected defects in Carter & Burgess' services of which CITY OF FAYETTEVILLE becomes aware, so that Carter & Burgess can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE and Carter & Burgess 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 Carter & Burgess.

7.2.2 In addition Carter & Burgess 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 Carter & Burgess' 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 Carter & Burgess relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Carter & Burgess' experience, qualifications, and judgment as a design professional. Since Carter & Burgess 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, Carter & Burgess does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by Carter & Burgess.

7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of Carter & Burgess' 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 President or Managing Principal of Carter & Burgess.

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 Carter & Burgess 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 Carter & Burgess at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of Carter & Burgess' default.

- 7.5.4 If termination for default is effected by Carter & Burgess, 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 Carter & Burgess for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Carter & Burgess 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, Carter & Burgess 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 Carter & Burgess in performing this Agreement, whether completed or in process; provided, however, in no event shall Carter & Burgess be liable for any use of partially completed work product by the CITY OF FAYETTEVILLE or any other third party.
- 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 Carter & Burgess to fulfill contractual obligations, it is determined that Carter & Burgess 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 Carter & Burgess are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond Carter & Burgess' reasonable control, Carter & Burgess shall be entitled to additional compensation and time for reasonable costs incurred by Carter & Burgess in temporarily closing down or delaying the Project.

7.7 Rights and Benefits

Carter & Burgess' 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 Carter & Burgess 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 Carter & Burgess 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 Carter & Burgess 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 Carter & Burgess 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 Carter & Burgess 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 Carter & Burgess for services rendered by Carter & Burgess.

7.10 **Publications**

Recognizing the importance of professional development on the part of Carter & Burgess' employees and the importance of Carter & Burgess' public relations, Carter & Burgess may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to Carter & Burgess' 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 Carter & Burgess. 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 Carter & Burgess' activities pertaining to any such publication shall be for Carter & Burgess' 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 Carter & Burgess 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**

Carter & Burgess may use or modify Carter & Burgess' proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or Carter & Burgess may

develop computer models during Carter & Burgess' service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by Carter & Burgess does not constitute a license to CITY OF FAYETTEVILLE to use or modify Carter & Burgess' computer models. Said proprietary computer models shall remain the sole property of the Carter & Burgess. CITY OF FAYETTEVILLE and Carter & Burgess will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use Carter & Burgess' 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. Carter & Burgess may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by Carter & Burgess as part of the Services shall become the property of CITY OF FAYETTEVILLE when Carter & Burgess has been compensated for all Services rendered, provided, however, that Carter & Burgess shall have the unrestricted right to their use. Carter & Burgess 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 Carter & Burgess.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. Carter & Burgess 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:

Garland Avenue/Hwy 112 Improvements

10/19/2005

CITY OF FAYETTEVILLE's address:

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Carter & Burgess' address:

Carter & Burgess, Inc.
One East Center St., Suite B200, Bank of America Building
Fayetteville, AR 72701

7.15 Successor and Assigns

CITY OF FAYETTEVILLE and Carter & Burgess 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 Carter & Burgess 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 Carter & Burgess 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 Carter & Burgess a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by Carter & Burgess, 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 Carter & Burgess:

- 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 Carter & Burgess of responsibility for the technical adequacy of the work. CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 8.1.2** Carter & Burgess shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by Carter & Burgess' 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** Carter & Burgess' obligations under this clause are in addition to Carter & Burgess' 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 Carter & Burgess for faulty materials, equipment, or work.

Notwithstanding anything herein to the contrary, Carter & Burgess does not make, give or extend, and the CITY OF FAYETTEVILLE waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is subject of this agreement, or the work, including without limitation any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, material, or work furnished under this agreement.

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 Carter & Burgess

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 Carter & Burgess 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. Carter & Burgess shall also maintain the financial information and data used by Carter & Burgess 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 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. Carter & Burgess 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 Carter & Burgess;
- 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

Carter & Burgess 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 Carter & Burgess 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 Carter & Burgess or any of Carter & Burgess' 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, or the State 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 Carter & Burgess 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 Carter & Burgess as it could pursue in the event of a breach of the Agreement by Carter & Burgess. 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 Carter & Burgess 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, Carter & Burgess 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:

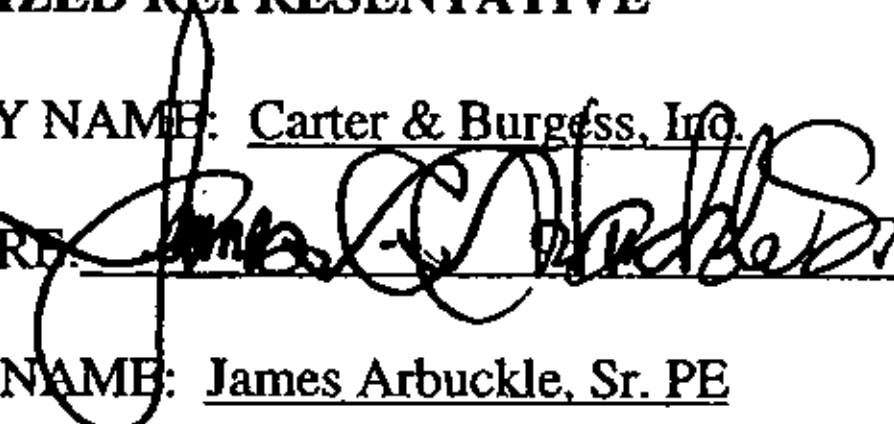
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against 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: Carter & Burgess, Inc.

SIGNATURE: 

DATE: 11/2/06

PRINTED NAME: James Arbuckle, Sr. PE

TITLE: Managing Principal

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and Carter & Burgess, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

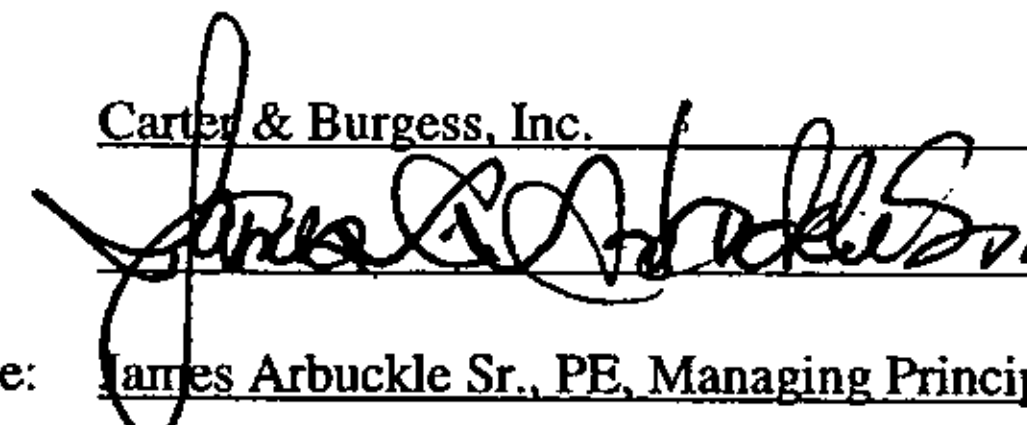
Mayor Dan Coody

ATTEST:

By: _____

City Clerk

Carter & Burgess, Inc.

By: 

Title: James Arbuckle Sr., PE, Managing Principal

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

Attachment A – Scope of Services

1.0 General Description of Services

The proposed scope of engineering services for widening Garland Ave is a part of the City of Fayetteville's Bond Program, and is based upon the AHTD's guidelines for "City Projects where City or Consultant will do the construction inspection, material testing and City or AHTD will do bid letting."

Generally, the scope of services includes design surveys, design, and partial bidding services for proposed improvements to Garland Ave/State Highway 112 in Fayetteville, Arkansas as further defined herein. The proposed improvements will begin at the northern edge of the fly-over bridge crossing I-540 and proceed North approximately 3,500 linear feet to Howard Nickell Road. The proposed improvements will include improvements on Howard Nickell Road and on Van Asche drive as needed to tie to the existing roadway as quickly as possible. The improvements to Garland Avenue are planned to be a five-lane section utilizing AHTD specifications and details. The improvements to Howard Nickell Road and Van Asche Drive will be in accordance with City concept plans to the extent possible. Interim improvements may also be required at the intersection.

The scope of services also includes a brief review and recommendation for possible lane reconfiguration across the existing bridge for the new Sam's Club and coordination and design of a trail along the proposed improvements.

The plans will not be required to be prepared in standard AHTD format.

2.1 Surveys

2.1.1 Design Surveys

The Engineer shall provide survey data as required to design the proposed improvements. These surveys will not be performed in accordance with AHTD standard procedures for State or Federally funded projects. This survey shall be tied to the State Plane Coordinate System or the City's control network as directed. Surveys will be conducted in such a manner as to model the existing ground, including locations of any pertinent features or improvements as required. Permanent structures including but not limited to streets, drainage features, trees over eight inches in diameter, visible and marked utilities will be surveyed. Control points will be established for use during construction.

Carter & Burgess is a member of the Arkansas One-Call System for survey utility markings and will be requesting all member utilities mark their respective utilities for the design surveys. Marking utilities for design surveys is charged to the One-Call System member on an hourly rate bases. The fee for these services will be estimated and included in the Engineer's fee.

The Engineer will also survey Clabber Creek 1,800-feet upstream and 1,000-ft down stream in order to match/confirm the three up-stream cross sections modeled in the CLOMR for Clabber Creek, FEMA Case Number 03-06-2877R as prepared and submitted by Crafton, Tull and Associates. The Engineer will survey the creek channel, the top of banks and the proposed flood way (upstream) and downstream will survey the elevation of the the upstream proposed floodplain or a maximum of 300 feet in width.

2.1.2 Property Surveys

The Engineer will locate existing lot pins and monumentation representing right of way and/or easements for land owners adjacent to and directly adjoining the proposed improvements. The record data will be provided by an abstractor under a sub-consultant agreement with the Engineer.

The Property surveys will not be required to be surveyed in AHTD's SDMS format.

2.2 **Geotechnical Services**

The Engineer will obtain and utilize the expertise of Grubbs, Hoskyn, Barton and Wyatt for geotechnical engineering services for the project including, but may not be limited to, borings, subgrade examination, and pavement recommendations.

The City will review and approve the contents of the geotechnical services before a notice-to-proceed is given.

2.3 **Coordination**

2.3.1 AHTD Coordination

The Engineer will coordinate and submit plans and specifications for review to the AHTD in accordance with the AHTD "City Consultant Projects" list produced by the State. The Engineer's scope of services, submittal schedules and associated fees are based upon the City of Fayetteville or Carter & Burgess performing "the construction inspection, materials testing and City or AHTD performing the bid letting."

Coordination with the State will include, but not be limited to:

- Providing the State a list of the design criteria for review directed otherwise,
- Submittal of Plans to the AHTD for review at the 50% and 90% completion stages unless otherwise directed,
- Providing environmental data as required.

2.3.2 Utility Coordination

The Engineer will furnish plans to all known utility owners potentially affected by the project at each submittal noted in the contract and conduct coordination meetings to establish relocation schedules. The submitted plans will contain the surveyed locations of the observed and marked utilities.

The Engineer will "block" or "xref" other utility data or known improvements along the corridor into the drawings if submitted to the engineer before the final reviewable submittal in a similar design software and on the same coordinate system.

2.3.3 City Coordination

The Engineer will attend coordination meetings with the Owner and other agencies as required and as requested by the City.

The City will coordinate with the Parks Department regarding the trail construction.

2.3.4 Other Consultant Coordination

The Engineer will initiate and attend coordination meetings with the Engineer of record for the proposed Sam's Club and the 100-acre proposed mixed-use development.

2.4 Environmental Assessment, COE Coordination, and Channel Improvements

The Engineer will perform an environmental analysis of the proposed construction limits and 500-feet upstream and 500-feet downstream of crossing of Clabber Creek. The Engineer shall also provide engineering services for obtaining a 404 permit and for preparing a programmatic categorical exclusion in a memorandum format and the necessary coordination with the review agencies.

The Engineer will perform the necessary field investigations and paperwork to obtain a general 404 Permit from the COE for removing and replacing the corrugated metal culverts at the Clabber Creek crossing. All work to be performed under this work authorization shall be subject to review and approval, and the Engineer will work to obtain all necessary permits from the City of Fayetteville, the US Army Corps of Engineers, and to obtain clearance from the US Fish and Wildlife Service (USFWS), the State Historic Preservation Office (SHPO), and with AHTD as required.

The Engineering work for the categorical exclusion as required under this work authorization is described below according to each task to be performed.

Task 1 – Gather Data: Gather applicable data regarding the project and/or project area.

Task 2 – Perform Onsite Environmental Investigations: Conduct appropriate investigations pertaining to wetlands and other waters of the U.S., wildlife and vegetation.

Task 3 – Perform Social, Economic and Environmental Studies: Perform appropriate social, economic and environmental studies for this type of project. No hazardous materials database search, resource agency coordination, wetland/woodland mitigation plans, or archeological/historical investigations will be conducted in this scope of services.

Task 4 – Prepare Draft Categorical Exclusion (CE) Memo: One (1) copy of the draft CE memo will then be prepared and submitted to AHTD electronically in a digital file in Microsoft Word 2000 for review and comment.

Task 5 – Prepare Final CE Memo: Any necessary revisions to the draft CE Memo will be incorporated. Upon approval of the draft copy, two (2) copies of the final CE Memo will be prepared and submitted for approval on paper and a digital file in Microsoft Word 2000 for submission to AHTD and FHWA.

All work on the project shall conform to the applicable requirements of AHTD and the Federal Highway Administration (FHWA). The Engineer will perform the work in accordance with all current and applicable AHTD and FHWA regulations, policies, standards and guidelines. Sources of material will include data received from the State, other federal, state and local governmental and quasi-governmental agencies and field investigations.

The Engineer is proceeding on the basis that the latest FEMA map showing Clabber Creek

to be Zoned AE with a base flood elevation known and that the "100-year flood contained in culvert." The City will provide the Engineer drainage data related to the studied area and associated studies in the area. The Engineer will size a pre-cast concrete culvert greater in area than the one existing utilizing HY8 or other appropriate software. The Engineer will then model the creek in HEC-RAS/HEC-HMS with the proposed culvert and determine no net rise has occurred in the floodplain as a result of the proposed improvements. The Engineer will prepare plans for improving the channel for approximately a total of 500 linear feet. It is anticipated that a temporary construction easement will be required for channel improvements outside the proposed right-of-way.

2.5 Conceptual Design

Scroll plots and other sheets containing the AHTD "Cursory Point Review" check list will be presented to the City and the local AHTD Engineers for review. These plots will generally represent 15% percent complete stage. The purpose of this meeting is to confirm the direction of the design and to discuss any items that may require additional detail.

2.6 Preliminary Design and Submittal

The preliminary design phase submittal will include preliminary typical sections, plan and profile sheets showing horizontal and vertical geometry, preliminary cross sections, right-of-way requirements, driveways, drainage improvements, sidewalks, and an opinion of probable construction cost. The preliminary design phase will represent approximately 50 percent of final construction contract plans. An opinion of probable construction cost will be included. This submittal will not include technical specifications or "front end" contract documents.

Three half-sized sets of Preliminary Plans will be submitted to the City, two to the State, and one to each potentially affected utility company.

The Engineer will not begin substantially complete design until after the preliminary plans have been reviewed and a meeting with the City has been held to review all comments.

2.7 Substantially Complete Design and Submittal

The substantially complete design phase and submittal will include plans and specifications for the construction of the improvements without quantities. This phase will represent approximately 90 percent of final construction contract plans. An opinion of probable construction cost will be included.

Three half-sized sets of Preliminary Plans will be submitted to the City, two to the State, and one to each potentially affected utility company.

The Engineer will not begin final design until after the substantially complete design phase plans have been reviewed and a meeting with the City has been held to review all comments.

2.8 Final Design and submittal

During the final design phase of the project, the Engineer will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction

details and quantities, special provisions, and opinion of probable construction cost. The Engineer will attend a final field inspection with Owner, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and perform all other work required to prepare for the advertisement of the plans. City of Fayetteville standard front end documents and AHTD technical specifications will be used. The Engineer will prepare Special Conditions as required.

A copy of the Final Plans will be submitted to the City and/or AHTD for final reproduction. The cost of final reproduction is not included in this submittal.

2.9 Property Acquisition Documents

Property acquisition documents will be prepared by the Engineer for the City's use in acquiring the right-of-ways and easements. There is anticipated to be 19 parcels affected by the proposed improvements plus an easement for the improvements to Clabber Creek. The engineer will prepare right-of-way documents for the City to obtain the right-of-way and easements as needed for the proposed improvements. The Property acquisition documents will not be required to be prepared in standard AHTD format.

2.10 Storm Water Pollution Prevention Plan (SWPPP)

The Engineer will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the City's submittal and use for the project.

2.11 Utility Design

The Engineer is preparing for the 36" watermain crossing the proposed improvements at Van Ashe will be relocated and encased in a protective sleeve under the new improvements.

2.12 Bidding Services

The Engineer will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, and recommend awards.

2.13 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by the Engineer:

1. One copy of the CatX memo and 404 permit.
2. One copy of the Geotechnical Report.
3. Three half-sized sets of the Preliminary Plans will be submitted to the City, two to the State, and one to each potentially affected utility company.
4. Three half-sized sets of the Substantially Complete Design (90%) will be submitted to the City, two to the State, and one to each potentially affected utility company.
5. Three full-size copies of the Final Design with opinion of probable construction cost.
6. One hard copy set of Record Drawings.
7. 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. Redesign for the Owner's convenience or due to changed conditions.
2. Submittals or deliverables in addition to those listed in paragraph 2.13.
3. Retaining walls over 6-ft in height or other significant structural design, box culvert wingwalls are included in the scope of services herein.
4. Traffic signalization, street lighting or other electrical design for traffic signalization.
5. Construction materials testing.
6. Mitigation plans or other work related to wet-lands or historically (culturally) significant items.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

2.15 City Deliverables

The fee submitted herein is based upon the following data being provided by the City as a part of the project:

1. Electronic data regarding the adjacent detention pond anticipated to be impacted by the roadway improvements.
2. All Large Scale Developments proposed along the route in paper and AutoCAD format.

2.16 Schedule

The Engineer shall begin work under this Agreement within fourteen (14) days of a Notice-to-Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Geotechnical Engineering	60 days from Engineers start date
Design Surveys	60 days from Engineers start date
Environmental Assessment, COE	
Coordination, and Channel Improvements	60 days from Engineers start date
Conceptual Design	60 days from Engineers start date
City and State Review	14 days
Preliminary Design	90 days receipt of Conceptual Comments
City and State Review	45 days
90% Submittal	75 days receipt of Preliminary Comments
Final Design	30 days receipt of 90% Comments

Attachment B

CITY OF FAYETTEVILLE, ARKANSAS
HWY 112/GARLAND AVENUE
PAGE 1 OF 2

Fall 2006 and Calendar Year 2007 Rates

Description	PCL	Rate
ASSOCIATE PRINCIPAL	A360	\$175.00
UNIT MANAGER	U110	\$150.00
SR. PROJECT MANAGER	S560	\$135.00
SR. TRAFFIC ENGINEER	S635	\$130.00
SR. STRUCTURAL ENGINEER	S600	\$130.00
SR. PROJECT ENGINEER	S555	\$128.50
SR. ROADWAY ENGINEER	S585	\$125.00
PROJECT ENGINEER	P450	\$120.00
SENIOR CIVIL ENGINEER	S250	\$105.00
SR. PROJECT COORDINATOR	S552	\$100.00
PROJECT COORDINATOR	P400	\$95.00
CIVIL ENGINEER	C310	\$90.00
CIVIL - EI	C322	\$85.00
CIVIL DRAFTER	C275	\$80.00
SR. CADD/DESIGNER	S638	\$80.00
TECHNICIAN I	T160	\$45.00
TECHNICIAN II	T170	\$40.00
SENIOR TECHNICIAN	S630	\$50.00
ADMINISTRATIVE ASSISTANT	A140	\$45.00
ADMINISTRATIVE SUPPORT	A170	\$40.00
SURVEY CREW	S770	\$110.00
SURVEY CREW 1 MAN GPS MAN	S795	\$100.00
SURVEY DRAFTER	S820	\$40.00
SENIOR SURVEYOR	S384	\$117.00
SURVEYOR	S852	\$70.00
SENIOR CONSTR ENGINEER	S290	\$80.00
CONSTRUCTION INSPECTOR	C510	\$70.00
CONSTRUCTION OBSERVER	C540	\$60.00
ENV. MANAGER	E425	\$105.00
ENV. SPECIALIST	E410	\$100.00
ENV. SCIENTIST	E390	\$95.00
BIOLOGIST	B120	\$90.00
ENV. INSPECTOR	E380	\$85.00
STRUCTURAL ENGINEER I	S681	\$97.50
STRUCTURAL ENGINEER II	S682	\$87.50

EXPENSES

Privately Owned Vehicle (POV)	\$0.60/ mi
Survey Truck Mileage	\$0.47.5/ mi
Rental Car (Mid-size)	Actual cost
Meals, Lodging and Misc Travel	Actual cost
Reprographics	Actual cost
Overnight Mail/ Postage	Actual cost

Attachment B

CITY OF FAYETTEVILLE, ARKANSAS
HWY 112/GARLAND AVENUE
PAGE 2 OF 2

Cost Summary

Environmental and Permits		\$17,216.00
Property and Design Surveys		\$25,077.00
Conceptual Design		\$14,660.00
Preliminary Design		\$60,966.00
Final Design		\$80,594.00
Property Acquisition Documents		\$16,500.00
Partial Bidding Services		\$2,740.00
SWPPP •		\$2,745.00
Construction Support Services		\$0.00
Design Fee	Design Fee	\$220,498.00
One-Call for Surveys (estimated)		\$1,500.00
Geotechnical Services (estimated)		\$7,150.00
Record Research (estimated)		\$4,000.00
	Total Fee	\$233,148.00

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

A. 9
Wayest Safety, Inc
Page 1 of 28

11/21/2006

City Council Meeting Date

Tony Johnson

Submitted By

Fire

Division

Fire

Department

Action Required:

A resolution awarding Bid #06-62 and approving a contract with Wayest in the amount of \$159,740 for the purchase of replacement personal protective equipment for the Fire Dept.

\$ 159,740.00

Cost of this request

\$ 162,609.00

Category / Project Budget

Uniforms and Protective Equip

Program Category / Project Name

1010.3020.5302.00

Account Number

\$ 50,608.00

Funds Used to Date

Services and Charges

Program / Project Category Name

\$ 112,001.00

Remaining Balance

General

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Received in City Clerk's Office

ENTERED

Finance and Internal Service Director

Date

Received in Mayor's Office

ENTERED

Mayor

Date

Comments: Half of this project was budgeted for 2006 and the remaining will be spent in 2007. The department plans on purchasing as many as the budget will accommodate in 2006.



Fayetteville Fire Department

To: Tony Johnson, Fire Chief
Thru: Bud Thompson, Assistant Fire Chief
CC: Chris Lynch, Assistant Fire Chief, Elizabeth Mann, Financial Coordinator
From: Scott Jones, Captain
Date: 11/6/2006
Re: Bunker Gear Purchase

In 2002 the Fayetteville Fire Department began a bunker gear purchase program for the safety and protection of the members of the fire department. The program is based on replacing the gear every 5 years or as needed. Our current gear is Morning Pride brand, with the purchase contract awarded to Leeco, Inc.

In the first quarter of 2006 Leeco went out of business leaving us without a vendor and contract for our gear. We updated our specs to incorporate added safety measures that will meet NFPA 2007 standards. Our goal is to replace 35 sets in 2006 and 35 sets in 2007 pending approval.

We have only had 1 minor injury due to bunker gear failure since we have started the protective gear replacement program.

We received 5 bids ranging in price of \$131,667 to \$186,213. Pro-Fire was the low bid, taking exceptions on 8 specs, with a bid of \$131,667. The second low bid was NAFECO, (\$133,756) who checked both comply and exception on 7 specs, leaving one spec blank. The 3rd lowest bid was Wayest Safety, Inc., who met all bid specifications at \$159,740.

An internal review committee was formed to examine the bids received for our protective gear replacement program. Staff eliminated NAFECO based on the following reasons:

1. Materials do not meet our specifications for thermal and moisture protection and has 7oz per square inch outer shell, spec was 7.5oz...
2. Although bidder checked comply on 8.0 sizing, the information provided does not meet this spec, therefore does not qualify as a measured fit.
3. They did not check spec 7.0 Patent Considerations, which states that the Seller agrees to defend the Buyer for actual or alleged infringement of any United States

of America or foreign letters of patent resulting from Buyer's use of the goods purchased as a result of this Invitation for Bid.

4. This gear does not have the reflective material on the bottom of the tails.

Staff requested the low bid (ProFire) and the 3rd bid (Wayest Safety, Inc.) to provide a set of gear for evaluation and comparison. This gear was received and appraised by Fire Department staff.

Pro-Fire

1. Add \$20.00 per set or \$1400.00 for asset tracking capability.
2. Changed the thermal liner
3. Offering a reinforced knee over the replaceable knee pad. (This bidder did however offer a replaceable knee pad verbally after stating in their bid that they could not)
4. Changed moisture barrier
5. Only offer a six point suspension helmet.
6. The pant is a high back
7. When wearing the test gear and the arms were lifted above the head, this caused the coat hem to rise up approximately 6 inches, leaving exposed areas. This is a safety issue.
8. The primary fastener on this coat use 1 inch velcro.

Wayest Safety Inc.

1. Meets all specs in the bid
2. After examination of all gear; this gear has a high quality of workmanship and construction

For these reasons, Fire Department staff is recommending that the bid be awarded to the 3rd highest bidder (Wayest Safety, Inc.) The purchase of the Morning Pride Gear will provide better protection to our firefighters when they are operating in extreme environments encountered while fighting fires.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #06-62 AND APPROVING THE PURCHASE OF REPLACEMENT PERSONAL PROTECTIVE EQUIPMENT FROM WAYEST SAFETY, INC. IN THE AMOUNT OF \$159,740.00 FOR USE BY THE FAYETTEVILLE FIRE DEPARTMENT.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #06-62 and approves the purchase of replacement Personal Protective Equipment from Wayest Safety, Inc. in the amount of \$159,740.00 for use by the Fayetteville Fire Department.

PASSED and APPROVED this 21st day of November, 2006.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

FINAL BID PRICE - Per Bid 06-62 Specifications		
\$ <u>2,282.00</u> PRICE A	x *70 =	\$ <u>159,740.00</u> *** Final Bid Price
*** Price Good until 12/31/06****		

**Notice: This amount is the estimated number of sets to be purchased in the years 2006 - 2007. The City of Fayetteville reserves the right to deviate from estimated quantities.*

Estimated Delivery days from date of
Purchase Order Approval:

By 12/20/06
Days

If you are awarded the bid, the City of Fayetteville requires a complete unit for inspection before the order of the first set of thirty five (35) units.

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Specifications in reference to the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Wayest Safety, Inc.

*BUSINESS ADDRESS: 5514 South 94th East Avenue

*CITY: Tulsa *STATE: OK *ZIP: 74145

*PHONE: 800-256-1002 FAX: 918-665-3515

* E-MAIL ADDRESS: clay.carter@wayest.com

*BY :(PRINTED NAME) Clay Carter

*AUTHORIZED SIGNATURE: Clay Carter

*TITLE: Account Manager

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 10: Bid Pricing and Signatures

Bids will be awarded based on the lowest responsive bidder. Lowest bid will be calculated according to the "Final Bid Price" listed in this section. The City of Fayetteville will award this bid based on purchase estimates through 2007. The City of Fayetteville reserves the right to deviate from estimated purchase quantities. Please refer to other sections of these bid documents for automatic procurement renewal information.

***BID DEADLINE: Thursday, October 19, 2006 – local time, 2:00 PM –
City Administration Building, 113 W. Mountain (Room 306).***

1.0 INDIVIDUAL ITEM PRICES

Item Prices - Per Bid 06-62 Specifications		
Item	Description	Bid Price Per Item
1	Coat	\$ 975.00 Price per each
2	Pant	\$ 710.00 Price per each
3	Suspenders	\$ Included in Pants Price Price per each
4	Fronts	\$ Included in Helmet Price Price per each
5	Helmet	\$ 241.50 Price per each
6	Gloves	\$ 69.50 Price per pair
7	Hood	\$ 35.50 Price per each
8	Boots	\$ 250.50 Price per pair
Total Price Per Unit (Sum of items 1-8):		\$ 2,282.00 *** *PRICE A

**** This Price is good only until 12/31/06
GPI must go into affect 1/1/07*****

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 2: Terms and Conditions

PRE-PRODUCTION SAMPLE

If you are awarded the bid, the City of Fayetteville requires a complete unit for inspection before the order of 35 units. The 35 units must be delivered by December 20, 2006.

XXX *Comply* *Exception*

Bid/Contract Terms: The first term of the agreement shall be from award of contract through December 31, 2007. This contract will automatically renew based on approval of budget appropriations for two consecutive one-year terms. This action is taken in order to standardize all protective fire equipment to increase efficiency, decrease inventory cost and staff training. Annual increases will be allowed based on the Consumer Price Index for All Urban Consumers (Index) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The initial index to be used is October 2007. Either party may terminate the contract with a written notice of cancellation. Cancellation will be effective 30 days after receipt of notice.

To identify the best option for acquiring personal protective equipment for the Fayetteville, Arkansas Fire Department all bids must include the following:

- 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) Questions pertaining to this project are welcomed and encouraged. Please contact Fire Administration Captain Scott Jones at (479-718-7613) for questions pertaining to the specifications, and Purchasing Buyer, Andrea Foren (479-575-8220) for questions pertaining to the bidding process.
- 3) A pre-production sample is required before order is placed.
- 4) It is required that the vendor provides an onsite representative to aid in the measuring and fitting of the two (2) bulk purchases totaling 70 units. One bulk purchase will be in 2006 (35 units) and one bulk purchase will be in 2007 (another 35 units).
- 5) The item bid and the bid number shall be stated on the face of the sealed bid envelope.
- 6) Bids received after the date and time set for receiving bids will not be considered.
- 7) 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.
- 8) The quantities listed are based on the needs of the City and availability of funds at the time bids are posted. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds or change in needs.
- 9) The City of Fayetteville currently anticipates the purchase of thirty five (35) units in the current year, 2006, and thirty five (35) additional units in 2007; therefore giving an estimated purchase of seventy (70) units for the first term of the contract. Bid price per unit shall be good for individual purchases as they arise as well as individual prices for each line item listed in Section 10.
- 10) The bid price shall remain good and firm until project is completed, unless properly adjusted according to further terms stated in this bid. 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.

- 11) All products delivered shall comply with applicable standards of quality.
- 12) Any exceptions to the specification requirements of the City of Fayetteville must be noted on the bid documents and submitted with bid.
- 13) Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the furnishing of the items bid. *Sales tax is not to be included in the bid price.* Applicable Arkansas sales tax laws will apply to this bid, but will not be considered in award of the bid.
- 14) Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
- 15) Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
- 16) 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.
- 17) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- 18) 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.
- 19) Bids must be received by mail or hand delivery in the *Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701*, on or before the time of closing listed on the face of the bid.
- 20) The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8289 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
- 21) Items bid must be delivered FOB to Fayetteville Central Fire Station, 303 W. Center Street, Fayetteville, AR 72701. Units must be fully assembled, serviced, and ready for use as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges.
- 22) The City of Fayetteville has determined that this product specification shall represent the product to which all offerings shall be compared. Due to the fact that firefighting is an ULTRA HAZARDOUS, UNAVOIDABLY DANGEROUS activity, only trained Fire Department personnel with specific knowledge in the area of Personal Protective Equipment shall be allowed to make the final determining decision on the selection of the appropriate product to serve the Fire Department's needs.
- 23) Other governmental agencies, outside the City of Fayetteville, Arkansas and within the general City of Fayetteville area may be extended the opportunity to purchase from this bid with the agreement of the successful vendor. However, the City of Fayetteville is not an agent of, partner to or representative of these outside agencies and is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements.

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 3: General Specifications

If given the option, mark "yes", verifying you can meet each specification. If you cannot meet a specification, mark "no" and write how your product differs from what is specified.

1.0 PURPOSE AND SCOPE

This specification is intended to define the minimum requirements for bunker clothing for firefighters. In the absence of comment on particular points; industry standard practice should be presumed to prevail.

Workmanship and material must be first quality throughout. Any exceptions to specifications must be clearly spelled out at time of bid. In the absence of comment on a specific point, bidder will be required to furnish a totally compliant garment. Taking a blanket exception shall not be acceptable.

XXX Comply _____ *Exception

2.0 CERTIFICATION & WARRANTY

The manufacturer of the protective clothing being bid must certify that the garments being offered meet or exceed all requirements of the latest NFPA #1971. Manufacturer must also list and label this product with Underwriter's Laboratories as the third party certification organization prescribed in NFPA #1971. Underwriter Labs shall have performed ALL certification testing and testing pre-conditioning themselves. Manufacturer testing or pre-conditioning per any type of client data program is unacceptable to the purchaser.

Purchaser reserves the right to contact UL to verify that vendor certification is NOT based upon client generated data. Certification shall include by definition the areas of limited protection resistance from bloodborne pathogens as follows: Coat shall provide limited protection to the upper torso including the arms but excluding the head and neck interface area and the hand and wrist interface area. The pant shall provide limited protection resistance to the lower torso including the legs but excluding the foot and ankle interface area. The coat and pant overlap shall provide limited protection resistance to the coat/pant interface area.

When utilized with the appropriate gloves, boots, and helmet (with the appropriate faceshield and earflaps) the coat and pant design shall also be capable of providing certified bloodborne pathogens protection (as defined by the NFPA Shower Test) to the wrist, ankle and collar interface areas.

When utilized with the appropriate helmet/earflaps and the purchaser specifies the appropriate collar/chinstrap in the custom option section of the specification, the helmet and coat design shall also be capable of providing certified bloodborne pathogens protection to the neck interface area.

MANUFACTURER must also include a written statement of lifetime warranty terms and conditions with the bid package. Manufacturer must provide upon request, third party certification of the required interface bloodborne pathogen resistant capability.

Manufacturer shall be registered to ISO 9001, Quality Systems-Model for Quality Assurance in Design, Development, Production, Installation, and Servicing.

XXX Comply _____ *Exception

3.0 PRODUCT COUNTRY OF ORIGIN

For liability reasons, garments must be manufactured in the United States of America by companies with their assets and incorporation within said country.

XXX *Comply* **Exception*

4.0 LABELING REQUIREMENTS

Labels shall be permanently and integrally printed onto breathable materials that meet all the requirements for labels of NFPA 1971. Garment labels shall meet all requirements of NFPA 1971 Flame Resistance Test One (for vertical flame resistance of cloth). The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner. In addition, each separable layer of garment shall be labeled with the FEMSA-style DANGER label in an obvious location.

XXX *Comply* **Exception*

5.0 CARE INSTRUCTIONS

Successful manufacturer to provide the fully legally researched FEMSA (copyrighted) official User Information Guide. This material to be packaged with each garment along with a summary sheet describing garment specifications, sizing and production details. This written information is to be in complete compliance with all NFPA guidelines, and to reference same.

Topics to include but not necessarily be limited to: User Cautions, Cleaning Instructions, doffing and donning instructions, maintenance criteria, repairs/customer changes, warranty information, size, fit and protective overlap requirements, safety considerations, storage conditions, decontamination considerations, retirement considerations, etc.

XXX *Comply* **Exception*

6.0 TRACTABILITY PROGRAM

Successful bidding manufacturer to have in place a computer maintained tractability program that allows the assignment of a production control number to each garment and tractability from that production control number down to individual bolts of cloth used in all three layers of the garment composite construction. Production Control # to be recorded on garment label and on other protected areas of garment.

XXX *Comply* **Exception*

7.0 PATENT CONSIDERATIONS

Seller agrees to defend Buyer at Seller's own expense, in all suits, actions or proceedings in which Buyer is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from Buyer's use of the goods purchased as a result of this Invitation for Bid. Seller further agrees to

pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against Buyer.

Seller agrees to indemnify and hold harmless the Buyer from any and all licenses, royalty and proprietary fees or cost, including legal costs, which may arise out of Buyer's purchase and use of goods supplied by the seller. It is expressly agreed by Seller that these covenants are irrevocable and perpetual.

XXX *Comply* **Exception*

8.0 SIZING

To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter or sizing try-ons, or both. Sizing measurements shall be taken at the buyer's location.

Garments shall be available in custom sizing as follows: coat chest in 2-inch increments, coat sleeve in 0.5-inch increments, coat back length in 1-inch increments, pant waist in 2-inch increments, and pant inseam in 1-inch increments. A full range of women's sizing, on women's patterns, must also be available. Neither Small-Medium-Large-Extra Large sizing nor women's garments cut to men's patterning are considered acceptable, since proper fit facilitates mobility and minimizes stress.

XXX *Comply* **Exception*

9.0 FLAMMABILITY OF CONSITUENT MATERIALS

Labels, bindings, hang-up loops and production labels shall be tested for flame resistance and shall comply with the requirements of NFPA 1971 flame Resistance Test One (for vertical flammability of cloth).

XXX *Comply* **Exception*

10.0 THREAD

All sewing thread utilized in the construction of garments shall be made of an inherently flame-resistant fiber and shall be tested for resistance to melting as specified in NFPA 1971 Section 6-11, Thread Melting Test, and shall not melt below 260°C (500°F).

Light colored garments and trim areas shall feature yellow thread. Black and dark garments shall feature black thread. Tan and bronze colored garments shall feature tan thread.

XXX *Comply* **Exception*

11.0 ASSET TRACKING SERVICES

Upon request, the manufacturer shall be capable of providing a program for the tracking of care, cleaning and maintenance of the department's PPE. Bidder must disclose all costs, if any, for this service at the time of bid.

This tracking program shall meet or exceed all record-keeping requirements for the latest standard NFPA 1851, Standard on Selection, Care, and Maintenance of Structural fire fighting Protective ensembles.

XXX *Comply* **Exception*

12.0 REPAIRS AND ALTERATION SUPPORT

The successful bidding manufacturer shall furnish, free of charge, reasonable quantities of NFPA certified thread, materials, etc. to allow the department to manage their ongoing internal maintenance efforts. Also, successful bidding manufacturer to have on-call at no charge, during normal business working hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on any maintenance/repair question that arise. Additionally, successful bidding manufacturer will agree to expedite, on their cost only basis, any repairs required to be done at the manufacturer's plant, rather than in department, over the life of the contract. All freight and shipping cost for warranty repairs will be at the manufacturers or dealers cost.

XXX *Comply* **Exception*

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 4: Coat Specifications

If given the option, mark "yes", verifying you can meet each specification. If you cannot meet a specification, mark "no" and write how your product differs from what is specified.

To avoid liability and interface problems, it is the intent of the purchaser that coats and pants shall be procured from the same manufacturer.

1.0 PATTERNING CONCEPT AND REQUIREMENTS

Garments shall feature a tailored three body (one piece back) construction throughout the outer shell, moisture barrier and thermal liner. One piece garments (either all layers or some layers) will not be considered acceptable since they cannot be tailored to hard to fit personnel.

Coat hem rise with overhead reach of both arms are not to exceed 4" at maximal extension on properly fitted garments. Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement. Cuff shell/liner retraction shall not exceed 1/2" to 1" when both arms are raised overhead to help eliminate wrist exposure.

XXX *Comply* **Exception*

2.0 THERMAL LINER AND MOISTURE BARRIER

The thermal liner and moisture barrier shall be completely removable (detachable) from the jacket shell. The body of the liner and barrier should be secured with a minimum of 4 evenly spaced snaps and each sleeve shall have a minimum of 2 snaps. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so is sandwiched between the coat front facing and a breathable pathogen shield. Liner and moisture barrier should have a port for inspection.

XXX *Comply* **Exception*

3.0 COLLAR

Collar layered construction, consisting of a layer of breathable moisture/pathogen barrier material and another layer of NFPA approved insulating material, sandwiched between two layers of specified outer shell material and at least 4" high. The design shall incorporate in the patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.

XXX *Comply* **Exception*

4.0 CHINSTRAP

Chinstrap layered construction identical to that of the collar configuration listed in the previous paragraph. The chin strap shall be a minimum of 4" vertical height measured at the center. The chinstrap shall incorporate a knit insert for comfort. The chinstrap should insure closure and passage of the whole garment water tight integrity test.

5.0 HANG UP LOOP

Minimum of 80 pound tear strength hang up loop.

XXX *Comply* _____ **Exception*

6.0 SLEEVES/WRISTLET

Sleeves shall be individually graded by coat size and sleeve length to prevent stove piping. Also sleeve well should prevent water and other hazardous elements from entering the sleeves when the arms are raised and reduces the possibility of steam burns around the wrist. This protection can be part of the wristlet.

Sleeve cuff shall be reinforced with an extra layer durable material.

Nomex knit inner and external or a combination of both, wristlets shall provide a thumb attachment by means of a tabbing material or thumbhole in wristlets.

XXX *Comply* _____ **Exception*

7.0 COAT CLOSURE OVERLAP

The coat shall incorporate a front closure facings to preclude any type of break in the protective envelop.

XXX *Comply* _____ **Exception*

8.0 POCKETS

All pockets will be reinforced with an extra layer of certified outer shell, moisture barrier, or reinforcement material for extra durability. All pocket closures to be made with 1 1/2" minimum width velcro. All exterior specified pockets and flaps are reinforced with bartack stitching. Pockets shall not interrupt the trim stripe.

A separate hand warmer pocket compartment should be provided under the cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex Fleece for warmth and comfort.

XXX *Comply* _____ **Exception*

9.0 DESIGN STYLE

The specifier prefers "Tails" design and approximately 6" longer at the rear hem than at the front. Coat composite (all three layers) shall not gap when the firefighter is bending, crawling, or climbing. Gapping shall be determined as defined in NFPA with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

XXX Comply _____ **Exception*

10.0 RAPID RESCUE STRAP

1 1/4" Kevlar strap stored between coats outer shell and liner, not to interfere with the firefighter's comfort of wearing airpack

XXX Comply _____ **Exception*

11.0 OPTIONS

Trim:	Lime Reflexite 3" placed on cuff approximate 3" from end, across front of chest (3"), around complete bottom (3") and at the bottom of the tail portion
Back Patch:	F.F.D. across shoulders, lime reflexite 3 inch
Name Patch:	Tail section of coat, FF last name or 1 st initial and last name, avg of 9 letters, 2" sewn letters, lime reflexite
Closure	Chicago Closure, 2" Velcro/Hooks & Dees
Flashlight Clip	Flashlight Clip w/velcro on strap on left chest
Pockets	Bellows Pockets, minimum 6" X 9" X 1 1/2" lined with Kevlar on each side of coat, were they are functionally with the use of SCBA. Should also include drain for water.
Radio Pocket	Right chest 8" X 3" X 3", Kevlar Lined Mic Tab, right chest above radio pocket, 1/2" X 2 1/2"

XXX Comply _____ **Exception*

12.0 MATERIALS

Outer Shell: PBI Enhanced Water Repellency Rip Stop 7.5oz, Bronze or Natural Color
Thermal Liner: Meta Aramid/2 Layer Basofil Thermal Liner.
Moisture Barrier: Crosstech/Nomex Facecloth Moisture Barrier

XXX Comply _____ **Exception*

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 5: Pant Specifications

If given the option, mark "yes", verifying you can meet each specification. If you cannot meet a specification, mark "no" and write how your product differs from what is specified.

To avoid liability and interface problems, it is the intent of the purchaser that coats and pants shall be procured from the same manufacturer.

1.0 PATTERNING CONCEPT AND REQUIREMENT

Pant shall feature a tailored four piece outer shell with two piece, moisture barrier and lining. The thermal liner and moisture barrier layers of the trouser liner system shall be constructed to allow the layers to separate for complete interior inspection, service and replacement.

Moisture barrier and thermal liner assembly shall be attached to the outer shell at the cuff by a minimum of 2 snap assemblies per leg and the waist with a minimum of 7 evenly spaced snaps

XXX *Comply* *Exception*

2.0 SUSPENDER ATTACHMENT

Eight heavy duty, rust resistant suspender buttons to be positioned around the waist. Suspender buttons shall be mounted through waist band of triple layer outer shell material that is internally reinforced.

XXX *Comply* *Exception*

3.0 SUSPENDER

Padded suspenders with quick adjustment parts

XXX *Comply* *Exception*

4.0 FLY FRONT

The fly front system shall offer 360 degrees protection without gaps during movement of outer shell moisture barrier and thermal liner. Closure should be a minimum of 1 ½" velcro, with hook and D, and all construction techniques used shall provide liquid penetration protection under the whole garment watertight integrity test.

XXX *Comply* *Exception*

5.0 OPTIONS

Trim:	Lime Reflexite 3" placed on cuff on each leg
Closure	Chicago Closure, 2" Velcro/Hooks & Dees
Knees	Replaceable Heat Channel Knees
Pant Cuff	Kevlar
Straps	Outer Shell Postman Take-Up Straps (2)
Pockets - Bellows	Bellows Pockets, minimum 6" X 9" X 1 ½" lined with Kevlar on each side of pant
Pockets - Hip	Hip pockets on each side, 8" X 8 ½" Kevlar lined

XXX *Comply* *Exception.*

6.0 MATERIALS

Outer Shell: PBI Enhanced Water Repellency Rip Stop 7.5oz, Bronze or Natural Color
Thermal Liner: Meta Aramid/2 Layer Basofil Thermal Liner
Moisture Barrier: Crosstech/Nomex Facecloth Moisture Barrier

XXX *Comply* *Exception*

7.0 TROUSER LEG CUFF

The trouser leg cuff shall have a reverse boot cut approximately 1" shorter than the front. The liner shall be constructed such to prevent the liner from hanging below the shell. This will minimize the chance of premature wear of the cuffs.

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 6: Helmet Specifications

If given the option, mark "yes", verifying you can meet each specification. If you cannot meet a specification, mark "no" and write how your product differs from what is specified.

1.0 GENERAL

This specification is intended to define the minimum requirements for a firefighter's traditional styled helmet. The purpose of the helmet is to provide limited protection to the head of structural firefighters during the normal performance of their duties as defined by the latest NFPA 1971 and NFPA 1500.

Manufacturer shall be registered to ISO 9001, Quality Systems-Model for *Quality Assurance in Design, Development, Production, Installation, and Servicing*.

XXX *Comply* _____ **Exception*

2.0 COMPOSITE OUTERSHELL

Shall be high pressure molded at a minimum of 1000 p.s.i. to form the composite material. Shell shall be available in black, white, red, orange, blue and yellow with the color molded throughout. Painting or coatings on the shell shall not be acceptable because of its inherent problems of chipping and durability. Shell minimum thickness shall be .070"

Design shall be a traditional American Fire Service style to include on the exterior of the helmet dome: a major longitudinal ridge; and minor diagonal ridges. Brim shall be of a traditional "water shed" design, include decorative vine scrollwork on the upper brim and have a decreasing radius downward slop at the rear of the brim.

XXX *Comply* _____ **Exception*

3.0 WEIGHT DISTRIBUTION DESIGN CRITERIA

Shell shall exhibit superior levels of energy dissipation and penetration resistance. This shall allow the helmet a much lower center of weight location. Additionally, the internal 8-point overhead suspension straps shall be long enough to allow for a lower shell ride on the head to improve fit while reducing fatigue and helmet instability during use.

XXX *Comply* _____ **Exception*

4.0 BRIM EDGE TRIM

On black, red, yellow, orange and blue helmet shells there shall be black impact resistant and fire retardant edge beading. White helmets shall have white edge beading. All beading shall be bonded to the helmet brim using high temperature resistant adhesives.

XXX *Comply* **Exception*

5.0 MOUNTING BRACKETS FOR LEATHER FRONT

Bracket shall be aluminum alloy Eagle with a 24-carat gold plate finish. Forward/rearward movement to fit various style leather fronts. Mounting of eagle should include 3 threaded stainless steel rods and six solid brass nuts.

Lower bracket shall be a "U" shaped bracket, mounted to the lower front portion of the helmet dome just above the brim.

XXX *Comply* **Exception*

6.0 SUSPENSION/RETENTION SYSTEMS

The internal sizing and impact dissipation systems of the helmet shall be comprised of the following components: Suspension mounting ring; adjustable headband/ratchet with padding; easily replaceable, washable and padded coverings for the headband and ratchet; and eight way overhead strapping/suspension systems. The mounting ring shall have eight bosses to accept the mounting tabs for the overhead suspension system. Lipped retention walls shall be provided at the rear and sides for installing goggles.

XXX *Comply* **Exception*

7.0 EYE PROTECTION

Non-NFPA Compliant EZ-Flip Style Eyeshields used with goggles.

NFPA-Compliant Goggles with a retention system to be integrated molded in component of the suspension mounting ring and provided on all helmets. Goggles should be able to be stowed on either the front of the helmet or rear of helmet.

****NOTE**** deletion of certified eye and/or face protection negates NFPA certification and labeling. Helmets will meet and exceed all other NFPA performance criteria, however, will only be labeled to OSHA 29CFR1910 sub-part L & Cal OSHA Title 8, GISO Section 3403. Fire department shall assume the responsibility of supplying other means of appropriate eye and/or face protection.

XXX *Comply* **Exception*

8.0 OPTIONS

Hanger Loop and Bracket	Mounted at the rear of the helmet brim
Trim	8 lime 2" high reflexite trapezoids.
Ear Covers	Yellow Nomex with black flannel
Chinstrap	¾ Nomex with quick release buckle on wearer's right side, with a postman slide length adjustment on the wearer's left side. The loose end of the strap shall feature storage by means of Velcro.
Front	Houston style front that fits the eagle, with Fayetteville on top, Company in middle, and rank at the bottom.

XXX *Comply* **Exception*

9.0 WARRANTY

Manufacturer shall guarantee the helmets to be free from any defects in material or workmanship for the life of the product. In addition, manufacturer shall guarantee for 5 years from date of manufacture, the shell should it wear out or be damaged during normal firefighting and/or training activities. The warranty excludes helmets or parts that are "lost" due to acts of nature or negligence.

XXX *Comply* **Exception*

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 7: Glove Specifications

If given the option, mark "yes", verifying you can meet each specification. If you cannot meet a specification, mark "no" and write how your product differs from what is specified.

1.0 STRUCTURAL FIREFIGHTING GLOVES

The protective structural glove shall meet or exceed the performance requirements as outlined in the latest NFPA 1971 for structural firefighting operations. It shall afford protection to the hand area of the firefighter against adverse environmental effects and blood borne pathogens during fireground operations.

The design and materials used shall be certified under the requirements of the latest NFPA 1971.

XXX *Comply* _____ **Exception*

2.0 MATERIALS/THREAD

The glove shall consist of an outer shell, moisture barrier and thermal liner. The following is the material currently used by the specifier.

Outer shell – Suede elk, tan
Moisture barrier – Crosstech
Thermal liner – Self-extinguishing fleece
Thread – Nomex

XXX *Comply* _____ **Exception*

3.0 CONSTRUCTION

All three layers of the glove shall be stitched together at the cuff and fingertips to avoid liner pull-out. The fingerstrips shall be sealed to provide complete waterproofing. Glove should be gauntlet style.

XXX *Comply* _____ **Exception*

4.0 SIZING

The gloves shall be offered in small, medium, large, x-large, and xx-large and jumbo

XXX *Comply* _____ **Exception*

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 8: Protective Hood Specifications

If given the option, mark "yes", verifying you can meet each specification. If you cannot meet a specification, mark "no" and write how your product differs from what is specified.

1.0 Hood Design

The hood shall be designed to meet or exceed the performance requirements of the latest NFPA 1971 for structural firefighting operations.

Hood shall provide protection to the head and neck area against heat during fireground operations.

The design shall be patterned for maximum comfort. It shall cover the chest, shoulders and shoulder blades of the wearer.

The face opening will contain 1/2" wide elastic for ease of donning and a snug fit around the face and SCBA mask.

XXX *Comply* _____ **Exception*

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 9: Structural Firefighting Boot Specifications

If given the option, mark "yes", verifying you can meet each specification. If you cannot meet a specification, mark "no" and write how your product differs from what is specified.

1.0 DESIGN

Straps:	Heavy duty pull straps
Outershell:	Rip stop fabric using a blend of Nomex and Kevlar.
Puncture Barrier:	Blend with outershell for impact protection against punctures
Moisture Barrier:	Crosstech Footwear Fabric. Should have full height bootie package for continuous and complete protection and penetration resistance to blood, body fluids and NFPA tested common chemicals.
Thermal Barrier:	Must have full height thermal protection. Design must not cause wicking in water or chemical.
Shin Guard:	Padded front that does not cause discomfort to the wearer.
Sole:	Vibram lug sole, corrosion resistant steel shank, puncture resistant steel bottom plate
Toe Cover:	Provide resist to abrasion.

XXX *Comply* ** Exception*

Wayest Safety, Inc.
TAKE OUR FIELDS OF 28
CHALLENGE
ANYWHERE, ANYTIME!

resistant (BPR) fire fighting clothing. Morning Pride is also the first firm to offer interface-capable and certified EMS systems. Morning Pride BPR products interface with all PRO-Warrington, Ranger and Servus boots to provide full body protection (including interface areas).

Lifetime Warranty

All Morning Pride products carry a lifetime guarantee against defects in materials or workmanship. Any such defects will be repaired or replaced at Morning Pride's expense at any time in the product's life. This generous warranty has been offered competitively unmatched for over 85 years and is possible only because of the extremely high quality levels evidenced in all of our products.

Experience & Quality

Established in 1921, Morning Pride is not just another brand of protective clothing, it is the BEST product manufactory. For instance, every individual stitch is inspected on our garments and even a single skipped stitch is repaired before shipment. Similarly, our garments are constructed with lock stitched optioning, outershell double layering (rather than cheaper, dry rot prone, water absorbing leather) reinforcements on cuffs, pockets, etc. We avoid cheap, stressful foam that can embrittle at fireground temperatures. The Morning Pride label is your guarantee that the product is the best it could be. After equivalent field service lives, Morning Pride products consistently and dramatically outperform competitive products (just ask any of the many departments who've tried others and now insist only on Morning Pride).

Factory Support & Service

Our Customer Service Department features some of the most skilled individuals in the industry. We routinely assist our customers, at no charge, with specification preparation, competitive model number comparison, referrals to local Morning Pride distributors, technical performance details, reviews of certifying test results, exploration of new marketplace trends and assistance with sizing challenges. Additionally, Morning Pride is extremely proud of our record of after sales service. Call on us whenever we can help.

Selection

Morning Pride customers also benefit from unparalleled selection. We offer almost 200 models of protective clothing, each available in a variety of colors and with a variety of custom options. No other protective clothing manufacturer offers a line as wide and varied. Morning Pride offers everything from the most economical to the most technically sophisticated products.

Delivery

Inventory depth allows Morning Pride to fill most orders very quickly. A large inventory of raw goods also allows

us to offer an EXPRESS delivery option on any custom-built protective clothing. There are no restrictions on size, colors, special options, etc. Any garment can be ordered on the Express Line, making quick delivery of custom-built clothing a Morning Pride exclusive. Similarly, our Custom Stock program offers 2 WEEK delivery on customized products.

Firefighter Managed and Operated

Total Fire Group is owned/managed by an active member of the fire service and a large percentage of our staff are firefighters/EMS/first responders. As a result, we have a special dedication to the total satisfaction of our customers. We feel that this dedication, which reflects itself in every phase of our operation, is the reason that we have risen to market dominance. Firefighters have always been best at taking care of firefighters, and Total Fire Group is proud to continue that great tradition.



Bill Grillo President, CEO Jack Reilly VP Sales Accounts and PDM Operations Barry Borkowski VP Canadian Operations Sam Weber VP Technical Marketing Bob Morgan VP Operations Production and Purchasing



Marty Sargent West Coast U.S. Senior Regional Director Doug Sloan Director of Special Projects Media Accounts Bobby West Field Customer Service and PDM Operations Dave Wiles Director of Thermal Imaging Stephanie Finch Chief Customer Service



Patrick Murty Mid West U.S. Senior Regional Director Brian Blinn North East U.S. Senior Regional Director Keith McDonald South Central U.S. Regional Director Greg Neff Purchasing Manager Tim Hyne Conference and Exhibit Coordinator



Doug Topf Canadian Customer Service Manager Dave Gallagher Thermal Imaging Technical Rep Scott Sanders Thermal Imaging Technical Rep Ken Memmen Thermal Imaging Technical Rep Will Grillo Chief Control Assistant Manager

Table of Contents

Contact Us

City of Fayetteville
Bid 06-62, Fire Department Personal Protective Gear
Section 11: 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. _____ 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**

**113 W. Mountain St.  
Fayetteville, AR 72701**

### **INVITATION TO BID**

**BID # 06-62**

**Fire Department Protective Equipment**

**BID #: 06-62**

**DATE ISSUED: Wednesday, October 11, 2006**

**DATE & TIME OF OPENING: October 19, 2006 at 2:00 PM**

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

**F.O.B. Fayetteville, AR**



**City of Fayetteville**  
**Bid 06-62, Fire Department Personal Protective Gear**  
**Table of Contents**

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**City of Fayetteville**  
**Bid 06-62, Fire Department Personal Protective Gear**  
**Section 1: Advertisement**

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*Advertisement Date: Wednesday, October 11, 2006*

*Newspaper: Northwest Arkansas Times / Democrat Gazette*

City of Fayetteville, Arkansas is hereby soliciting bids to purchase protective equipment for the City of Fayetteville Fire Department. Sealed bids will be received by the Office of the City of Fayetteville Purchasing Division until 2:00 pm, local time, October 19th, 2006. Bids will be received until the exact time and at the exact place shown below.

Bids must be submitted in accordance with the specifications which may be obtained during normal business hours from the:

City of Fayetteville Purchasing Division  
City Administration Building – Room 306  
113 West Mountain  
Fayetteville, AR 72701

or by downloading bid documents at [www.accessfayetteville.org](http://www.accessfayetteville.org) and clicking "Bids and Mailing Lists".

The City reserves the right to accept all or part of any specific bid(s). The City further reserves the right to reject all or part of any specific bid, to waive any informality in the bidding and to postpone or cancel the proposed opening date for cause or convenience.

Andrea Foren  
City of Fayetteville, Buyer  
479/575-8220

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

7-Nov-06  
City Council Meeting Date

Greg Tabor  
Submitted By

Division

Police  
Department

Action Required:

Schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Buffco Inc.

N/A

Cost of this request

N/A

Category/Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Finance and Internal Service Director

Date

Received in City Clerk's Office

Received in Mayor's Office

Mayor

Date

Comments:

Tabled to 11/21/06 CC mtg 11/7/06



# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

B. 1  
Buffco Inc. Taxi Service  
Page 2 of 14

## DEPARTMENTAL CORRESPONDENCE

### MEMORANDUM

TO: Mayor Dan Coody and Members of the City Council

FROM: Greg Tabor, Interim Chief of Police 

DATE: October 9, 2006

RE: Request for Public Hearing on a Certificate of Public Convenience and Necessity for Buffco Inc. Taxi Service

#### **Recommendation:**

The council should schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Buffco Inc.

#### **Background:**

The council passed an ordinance governing taxi and limousine companies in Fayetteville. There were meetings with city staff, the police department and the fleet division to determine the procedure that will be used to implement the new ordinance.

#### **Discussion:**

This application is basically the transfer of Tony C.'s Cab Co. to a new owner Danny Buffington. During the transfer, the applicant also desires to change the name to Buffco Inc. Attached are copies of his application and corresponding papers.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION GRANTING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO BUFFCO INC. FOR THE OPERATION OF FOUR (4) TO TEN (10) TAXICABS WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS.

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 grants a Certificate of Public Convenience and Necessity to Buffco. Inc. for the operation of four (4) to ten (10) taxicabs within the City of Fayetteville, Arkansas, in accordance with Chapter 117, Fayetteville Code of Ordinances.

PASSED and APPROVED this 7<sup>th</sup> day of November, 2006.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

**DRAFT**

**BUFFCO INC.  
P O BOX 2316  
ROGERS, AR 72757  
1-479-631-7496**

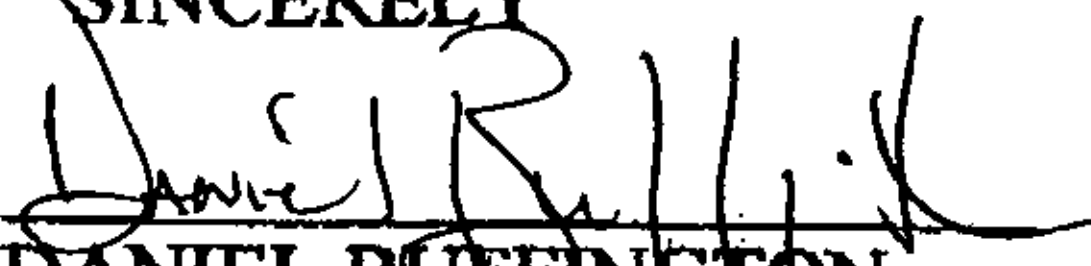
**SEPT.27,2006**

**RE: REQUEST PERMISSION TO TRANSFER TONY C'S  
TAXI PERMIT TO NEW OWNER.**

**TO : PUBLIC VEHICLE COMMISSION**

**I, DANIEL BUFFINGTON, AM REQUESTING  
PERMISSION FOR TONY C'S TAXI TO TRANSFER THEIR  
TAXI PERMIT TO ME AS A NEW OWNER OF TONY C'S  
TAXI COMPANY , TO OPERATE IN FAYETTEVILLE, AR  
I AM CURRENTLY OPERATING UNDER THAT NAME. I  
WOULD LIKE TO SCHEDULE A MEETING ABOUT  
TRANSFERRING THE CURRENT PERMIT FROM TONY  
CATROPPA TO DANIEL BUFFINGTON TO TRANSPORT  
PASSENGERS. WE SERVICE THE FAYETTEVILLE  
COUPON PROGRAM.**

**SINCERELY**

  
**DANIEL BUFFINGTON**

  
**RICK CATROPPA, TONY C'S TAXI**



## Certificate of Public Convenience & Necessity Application/Renewal

As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

Daniel Buffington P.O. Box 2316 Rogers Ar 72757  
Applicant Name Address Phone Number 479-631-7496, Cell; 381-6913

Buffco Taxi 479-636-6600  
Name of Business Phone Number

2102 1/2 S. 8th St. Rogers Ar. 72757  
Business Location

P.O. Box 2316 Rogers Ar. 72757  
Mailing Address

Corporation  
Type of Business (Sole Proprietor, Corporation, LLC)

Name and address of all owners, officers and stockholders:

Andrew Buffington/Pres. P.O. Box 1677 Tahlequah OK  
Daniel Buffington/Secretary P.O. Box 2316 Rogers Ar. 72757

Name of person to whom complaints should be directed:

Daniel Buffington

Financial status of applicant (Attach financial statement or profit and loss statement)

List any unpaid judgments against any of the owners, officers and stockholders and the nature or acts giving rise to said judgments:

None

Describe the experience of all owners, officers and stockholders in the transportation of passengers:

President drove for Yellow Cab in  
Oakland Calif. for 6 years, officer has  
managed taxi cab business for 1 1/2 years.

Give any facts you believe tend to prove the necessity of granting a certificate:

Serving the transportation needs of the  
elderly and young, People, such as bus-  
iness persons and tourist who visit N.W. Ark,

List the number of vehicles that will be under your operation or control:

20

Minimum and Maximum number of vehicles to be permitted:

4

Minimum

10

Maximum

List the location of proposed depots and terminals:

Describe the color scheme or insignia to be used to designate your vehicle:

White with black lettering

List your days and hours of operation:

Monday thru Thursday 5am to 3am  
Friday & Saturday 24 hrs. Sunday 9am to 9pm

List any days you do not propose to provide taxicab service to the general public:

Christmas.

List your proposed passenger rate schedule:

\$2.00 Pickup, \$1.50 a mile \$30 a minute wait time.

Police Department Representative

Date



# Corporation

## Danny Buff's, Inc.

### FINANCIAL STATEMENT as of

Check applicable section on the reverse side to see whether a financial statement is necessary.  
Check one: ☒ Business Financial Statement ☐ Personal Financial Statement

| ASSETS                           |           | LIABILITIES                        |           |
|----------------------------------|-----------|------------------------------------|-----------|
| Cash (List Banks)                |           | Accounts Payable                   |           |
| Stocks + Bonds - Describe        | 5000      | Taxes due & accrued                |           |
| Notes Receivable - Describe      |           | Notes Payable to Bank              |           |
| Merchandise or Material in Stock |           | Notes Payable to Others (Describe) |           |
| Accounts Receivable              |           | Mortgage on Real Estate            |           |
| Real Estate, Homestead           | 50,000.00 | Mortgage on Real Estate            |           |
| Real Estate, Investment          |           | Other Liabilities - Describe       |           |
| Furniture and Fixtures           |           |                                    |           |
| Other Assets - Describe          | 30,000.00 | TOTAL LIABILITIES                  | 15,000.00 |
| TOTAL ASSETS                     | 40,000.00 | Capital Stock (Paid in)            | 15,000.00 |
|                                  |           | NET WORTH OR SURPLUS               |           |
|                                  |           | TOTAL Liabilities and Net Worth    |           |
| Gross Sales - Two Years Ago      |           | Net Income - Two Years Ago         |           |
| Last Year                        |           | Last Year                          |           |

X

Danny

**FINANCIAL STATEMENT as of**

Check applicable section on the reverse side to see whether a financial statement is necessary.  
Check one: ☐ Business Financial Statement ☐ Personal Financial Statement

| ASSETS                                 |           | LIABILITIES                                    |           |
|----------------------------------------|-----------|------------------------------------------------|-----------|
| Cash (List Banks)                      | 16008.00  | Accounts Payable                               | 0.00      |
| Stocks + Bonds - Describe              | 0         | Taxes due & accrued                            | 0.00      |
| Notes Receivable - Describe            | 0         | Notes Payable to Bank                          | 0.00      |
| Merchandise or Material in Stock       | 3000.00   | Notes Payable to Others (Describe) Credit Card | 300.00    |
| Accounts Receivable                    | 0         | Mortgage on Real Estate                        | 0         |
| Real Estate, Homestead                 | 0         | Mortgage on Real Estate                        | 0         |
| Real Estate, Investment                | 0         | Other Liabilities - Describe                   | 0         |
| Furniture and Fixtures                 | 5000.00   | TOTAL LIABILITIES                              | 0         |
| Other Assets - Describe Auto 98 Nissan | 4000.00   | Capital Stock (Paid in)                        | 0         |
| TOTAL ASSETS                           | 16008.00  | NET WORTH OR SURPLUS                           | 0         |
|                                        |           | TOTAL Liabilities and Net Worth                | 0         |
| Gross Sales - Two Years Ago            | Last Year | Net Income - Two Years Ago                     | Last Year |

Max Adner Duffins

## FINANCIAL STATEMENT

**DECLARATION OF INTEREST STATEMENT** as of \_\_\_\_\_

Check applicable section on the reverse side of this form.

Check one: ☐ Business Financial Statement

**ASSETS**

Cash (List Banks)

### Stocks + Bonds – Describe

Notes Receivable - Describe Merchandise or Services

#### Accounts Receivable in Stock

## Real Estate Home

## Real Estate Investment

## Furniture and Fixtures

| Other Assets - Describe | Value |
|-------------------------|-------|
|                         | \$0   |

**TOTAL ASSETS**

**Cross Sales - Two Years Ago**

## Last Year

**LIABILITIES**

### Accounts Payable

**Taxes due & accrued**

## Notes Payable to Bank

**Notes to Others (Describe)**

**Mortgage On Real Estate**

Other Liabilities

10591 - 10600

**TOTAL LIABILITIES**

Capital Stock IP Aid In

NET WORTH OR SUPPLIES

TOTAL Liabilities and Net Worth —

Net Income Tax =

Net Income - Two Years Ago

75

Last Year



103

**ARKANSAS INSURANCE IDENTIFICATION CARD**

|                          |                                                    |                 |
|--------------------------|----------------------------------------------------|-----------------|
| COMPANY NUMBER           | COMPANY                                            | NAIC NUMBER     |
|                          | SCOTTSDALE INSURANCE COMPANY                       |                 |
|                          | 8877 North Gainey Center Dr., Scottsdale, AZ 85258 | 41297           |
| POLICY NUMBER            | EFFECTIVE DATE                                     | EXPIRATION DATE |
| CAS0081429               | 03-07-2006                                         | 03-07-2007      |
| YEAR MAKE/MODEL          | VEHICLE IDENTIFICATION NUMBER                      |                 |
| 1998 FORD CROWN VICTORIA | 2FAFP71W9WX118808                                  |                 |
| COMPANY PHONE NUMBER     | AGENCY PHONE NUMBER                                |                 |
| (800)423-7675            |                                                    |                 |

INSURED  
TONY C'S TAXI SERVICE  
8391 S. LAKESHORE DR.  
ROGERS, AR 72756

IDCARDAR 01-02  
SEE IMPORTANT NOTICE ON REVERSE SIDE

**ARKANSAS INSURANCE IDENTIFICATION CARD**

|                          |                                                    |                 |
|--------------------------|----------------------------------------------------|-----------------|
| COMPANY NUMBER           | COMPANY                                            | NAIC NUMBER     |
|                          | SCOTTSDALE INSURANCE COMPANY                       |                 |
|                          | 8877 North Gainey Center Dr., Scottsdale, AZ 85258 | 41297           |
| POLICY NUMBER            | EFFECTIVE DATE                                     | EXPIRATION DATE |
| CAS0081429               | 03-07-2006                                         | 03-07-2007      |
| YEAR MAKE/MODEL          | VEHICLE IDENTIFICATION NUMBER                      |                 |
| 1998 FORD CROWN VICTORIA | 2FAFP71W9WX118808                                  |                 |
| COMPANY PHONE NUMBER     | AGENCY PHONE NUMBER                                |                 |
| (800)423-7675            |                                                    |                 |

INSURED  
TONY C'S TAXI SERVICE  
8391 S. LAKESHORE DR.  
ROGERS, AR 72756

IDCARDAR 01-02  
SEE IMPORTANT NOTICE ON REVERSE SIDE

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### ARKANSAS INSURANCE IDENTIFICATION CARD

|                          |                                                    |                 |
|--------------------------|----------------------------------------------------|-----------------|
| COMPANY NUMBER           | COMPANY                                            | NAIC NUMBER     |
|                          | SCOTTSDALE INSURANCE COMPANY                       | 41297           |
|                          | 8877 North Gainey Center Dr., Scottsdale, AZ 85258 |                 |
| POLICY NUMBER            | EFFECTIVE DATE                                     | EXPIRATION DATE |
| CAS0081429               | 03-07-2006                                         | 03-07-2007      |
| YEAR MAKE/MODEL          | VEHICLE IDENTIFICATION NUMBER                      |                 |
| 1997 FORD CROWN VICTORIA | 2FALP71W4VX161311                                  |                 |
| COMPANY PHONE NUMBER     | AGENCY PHONE NUMBER                                |                 |
| (800) 423-7675           |                                                    |                 |

INSURED  
TONY C'S TAXI SERVICE  
8391 S. LAKESHORE DR.  
ROGERS, AR 72756

IDCARDAR 01-02

SEE IMPORTANT NOTICE ON REVERSE SIDE

### ARKANSAS INSURANCE IDENTIFICATION CARD

|                          |                                                    |                 |
|--------------------------|----------------------------------------------------|-----------------|
| COMPANY NUMBER           | COMPANY                                            | NAIC NUMBER     |
|                          | SCOTTSDALE INSURANCE COMPANY                       | 41297           |
|                          | 8877 North Gainey Center Dr., Scottsdale, AZ 85258 |                 |
| POLICY NUMBER            | EFFECTIVE DATE                                     | EXPIRATION DATE |
| CAS0081429               | 03-07-2006                                         | 03-07-2007      |
| YEAR MAKE/MODEL          | VEHICLE IDENTIFICATION NUMBER                      |                 |
| 1997 FORD CROWN VICTORIA | 2FALP71W4VX161311                                  |                 |
| COMPANY PHONE NUMBER     | AGENCY PHONE NUMBER                                |                 |
| (800) 423-7675           |                                                    |                 |

INSURED  
TONY C'S TAXI SERVICE  
8391 S. LAKESHORE DR.  
ROGERS, AR 72756

IDCARDAR 01-02

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109

### ARKANSAS INSURANCE IDENTIFICATION CARD

|                          |                                                    |                               |
|--------------------------|----------------------------------------------------|-------------------------------|
| COMPANY NUMBER           | COMPANY                                            | NAIC NUMBER                   |
|                          | SCOTTSDALE INSURANCE COMPANY                       |                               |
|                          | 8877 North Gainey Center Dr., Scottsdale, AZ 85258 | 41297                         |
| POLICY NUMBER            | EFFECTIVE DATE                                     | EXPIRATION DATE               |
| CAS0081429               | 03-07-2006                                         | 03-07-2007                    |
| YEAR MAKE/MODEL          |                                                    | VEHICLE IDENTIFICATION NUMBER |
| 1994 FORD CROWN VICTORIA |                                                    | 2FALP71WXR179110              |
| COMPANY PHONE NUMBER     |                                                    | AGENCY PHONE NUMBER           |
| (800) 423-7675           |                                                    |                               |

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### ARKANSAS INSURANCE IDENTIFICATION CARD

|                          |                                                    |                               |
|--------------------------|----------------------------------------------------|-------------------------------|
| COMPANY NUMBER           | COMPANY                                            | NAIC NUMBER                   |
|                          | SCOTTSDALE INSURANCE COMPANY                       |                               |
|                          | 8877 North Gainey Center Dr., Scottsdale, AZ 85258 | 41297                         |
| POLICY NUMBER            | EFFECTIVE DATE                                     | EXPIRATION DATE               |
| CAS0081429               | 03-07-2006                                         | 03-07-2007                    |
| YEAR MAKE/MODEL          |                                                    | VEHICLE IDENTIFICATION NUMBER |
| 1994 FORD CROWN VICTORIA |                                                    | 2FALP71WXR179110              |
| COMPANY PHONE NUMBER     |                                                    | AGENCY PHONE NUMBER           |
| (800) 423-7675           |                                                    |                               |

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ROGERS, AR 72756

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### ARKANSAS INSURANCE IDENTIFICATION CARD

|                          |                                                    |                 |
|--------------------------|----------------------------------------------------|-----------------|
| COMPANY NUMBER           | COMPANY                                            | NAIC NUMBER     |
|                          | SCOTTSDALE INSURANCE COMPANY                       |                 |
|                          | 8877 North Gainey Center Dr., Scottsdale, AZ 85258 | 41297           |
| POLICY NUMBER            | EFFECTIVE DATE                                     | EXPIRATION DATE |
| CAS0081429               | 03-07-2006                                         | 03-07-2007      |
| YEAR MAKE/MODEL          | VEHICLE IDENTIFICATION NUMBER                      |                 |
| 1999 FORD CROWN VICTORIA | 2FAPP71W1XX226065                                  |                 |
| COMPANY PHONE NUMBER     | AGENCY PHONE NUMBER                                |                 |
| (800) 423-7675           |                                                    |                 |

INSURED  
TONY C'S TAXI SERVICE  
8391 S. LAKESHORE DR.  
ROGERS, AR 72756

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### ARKANSAS INSURANCE IDENTIFICATION CARD

|                          |                                                    |                 |
|--------------------------|----------------------------------------------------|-----------------|
| COMPANY NUMBER           | COMPANY                                            | NAIC NUMBER     |
|                          | SCOTTSDALE INSURANCE COMPANY                       |                 |
|                          | 8877 North Gainey Center Dr., Scottsdale, AZ 85258 | 41297           |
| POLICY NUMBER            | EFFECTIVE DATE                                     | EXPIRATION DATE |
| CAS0081429               | 03-07-2006                                         | 03-07-2007      |
| YEAR MAKE/MODEL          | VEHICLE IDENTIFICATION NUMBER                      |                 |
| 1999 FORD CROWN VICTORIA | 2FAPP71W1XX226065                                  |                 |
| COMPANY PHONE NUMBER     | AGENCY PHONE NUMBER                                |                 |
| (800) 423-7675           |                                                    |                 |

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ROGERS, AR 72756

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

C. 1  
R-PZD 06-2191, University Club Tower  
Page 1 of 46

7-Nov-06  
City Council Meeting Date

Jeremy Pate *JP*  
Submitted By

Planning  
Division

Operations  
Department

Action Required:

R-PZD 06-2191: Residential Planned Zoning District, University Club Tower, submitted by Crafton Tull and Associates, Inc. for property located north of Lowe's Home Center, east of College Avenue (Highway 71). The property is zoned R-O, Residential Office, and C-2, Thoroughfare Commercial, and contains approximately 10.39 acres. The request is for a 13 story/approximately 200' tall building with a maximum 80 dwelling units and both surface and underground parking.

|                      |                         |                                 |
|----------------------|-------------------------|---------------------------------|
| \$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]* 10-20-06  
Department Director Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

*[Signature]* 10-20-06  
City Attorney Date

Original Contract Number: n/a

*Paula A. Becker* 10-23-06  
Finance and Internal Service Director Date

Received in City Clerk's Office

*[Signature]* 10/23/06  
Mayor Date

Received in Mayor's Office

Comments:

Left on the first readings 11/7/06

## **CITY COUNCIL AGENDA MEMO**

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**To:** Mayor and City Council

**Thru:** Gary Dumas, Director of Operations

**From:** Jeremy C. Pate, Director of Current Planning

**Date:** October 18, 2006

**Subject:** Residential Planned Zoning District for University Club Tower (R-PZD 06-2191)

---

### **RECOMMENDATION**

The Planning Commission voted to forward the subject request for an ordinance creating a Residential Planned Zoning District (R-PZD) for University Club Tower. This action would establish a unique zoning district for a residential development on a 10.39-acre tract located on east of College Avenue, north of Lowe's Home Center.

### **BACKGROUND**

The subject property consists of approximately 10.39 acres located on the north side of Zion Road and Lowe's Home Center, east of College Avenue, south of Clear Creek. The site is zoned C-2 (6.85 acres) and R-O (3.54 acres). Although not within the Hillside/Hilltop Overlay District, the property has considerable slope. It is undeveloped at this time and is entirely covered with tree canopy. The portion of property zoned R-O is a proposed lot within the Timberlake Office Park Subdivision, a development recently approved for construction.

The applicant requests rezoning and large scale development approval for a residential development in an R-PZD zoning district. The proposed use of the site is for a single multi-family condominium building with a maximum 80 dwelling units and 144 bedrooms. The structure will be a maximum 13 stories or 200 feet and will offer a pool, health center, and other amenities to the residents. Walking trails are proposed for the use of the residents. This residential structure will provide additional housing in a regional commercial node. It is intentionally vertical to minimize the footprint and preserve natural land and tree canopy. The close proximity to commercial services will be an asset to those who reside in the property and consequently benefit the surrounding commercial businesses. The building has been oriented in a north/south direction to minimize heat gain and the applicant has indicated devices will be installed to reduce cooling loads. Zoning criteria identifying permitted and conditional uses, building setbacks, bulk and area requirements and architectural guidelines are included within the project booklet provided by the applicant.

### **DISCUSSION**

On October 9, 2006, the Planning Commission voted 8-0-0 to forward this request to the City Council. The motion included a requirement that the proposed street between College



Avenue and the proposed Timberlake Court be constructed and dedicated as a public street within a 40 foot right-of-way. The applicant has submitted a plan representing a 24 foot private street through the property. Staff recommends that the 24 foot street be constructed to city standards but remain a private street. (See the attached memo from Engineering Division.) The City Council would need to determine whether the street should be public or private, should the project be approved.

The Planning Commission approved a waiver of landscape requirements for 1 tree per 30 linear feet adjacent to College Avenue right-of-way, finding that due to the grade change between the street and right-of-way line, the installation of trees approximately 40' above street grade will not provide the intended shade and pedestrian streetscape.

No street improvements other than the connection between Timberlake Court and College Avenue were required for this development, finding that those improvements on Zion Road to be installed with the development of Timberlake Office Park are sufficient to provide safe ingress and egress for this development to Zion Road.

The revised plats have been modified since the Planning Commission review to add 13 additional surface parking spaces along the private drive. Either one parking space shall be removed or a landscape island shall be installed in order to satisfy parking lot landscape requirements which allow no greater than a row of 12 parking spaces. The parking requirements are being met with this additional parking, though staff recommended, and the Planning Commission concurred, that additional surface parking was not to be added to the project.

**BUDGET IMPACT**

None.

October 18, 2006

Ms. Suzanne Morgan  
Current Planner  
City of Fayetteville  
113 W. Mountain St.  
Fayetteville, AR 72701

RE: University Club Tower  
Waiver Request  
CTA Job No. 061031-00

Dear Ms. Morgan:

We are requesting a waiver of the Fayetteville Unified Development Code requiring the street connecting two other public streets to be a public street as well. It is our request that the proposed street that will connect Zion Court and College Avenue remain a private road. We feel that with the existing terrain in the area it will be too difficult to meet the cities standards for public roads. In addition, if the drive were public there would have to be a 50' building setback that could affect future development for the property owner to the north. The University Club Tower will have a property owners association (POA) that will be responsible for the maintenance of the private road.

We appreciate your consideration of this Waiver Request. Should you have any questions or need any further information, please feel free to contact me at (479) 878-2407 or [damon.domer@craftontull.com](mailto:damon.domer@craftontull.com).

Sincerely,

**Crafton, Tull & Associates, Inc.**



Daniel Ellis, P.E.

Cc: Matt Casey

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Telephone: 479-575-8206

## ENGINEERING DIVISION CORRESPONDENCE

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TO: City Council  
FROM: Matt Casey P.E., Assistant City Engineer  
DATE: October 18, 2006  
SUBJECT: University Club Condos

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On October 9, 2006 the City of Fayetteville Planning Commission discussed the residential planned zoning district for the University Club Condos. With this project, the developer requested a waiver of the Unified Development Code to construct a private drive to connect College Avenue to a proposed street in the Timberlake Subdivision. At the meeting, staff's recommendation was in support of the requested waiver. However, the Planning Commission did not find in favor of this request and made it a condition of their approval that the connection be made as a public street.

The applicant has since made submittals for this item to proceed to the City Council for review of the PZD. With this submittal is the request to again consider the waiver of the requirement to make this access a public street. As before, staff feels that this is a reasonable request. It is our opinion that it would not benefit the City of Fayetteville to take ownership and maintenance responsibility for this roadway. The roadway will need to be cut into the side of the hill below the development and curve up onto the site. There will then be a large amount of fill placed in a ravine for this drive to cross to the east to make the connection to the Timberlake Subdivision. While this drive will be constructed to current City standards, it does not produce the ideal roadway conditions for long-term maintenance responsibilities. It is also our opinion that this roadway will not serve the general public, but will mostly serve the residents and guests of the proposed development.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 06-2191, UNIVERSITY CLUB TOWER, LOCATED NORTH OF LOWE'S HOME CENTER, EAST OF COLLEGE AVENUE (HIGHWAY 71), CONTAINING APPROXIMATELY 10.39 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN.

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

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

From R-O, Residential-Office, and C-2, Thoroughfare Commercial to R-PZD 06-2191 as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

**Section 2.** That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council indicated in Exhibit "C" attached hereto and made a part hereof.

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

APPROVED:

By: \_\_\_\_\_  
DAN COODY, Mayor

By: \_\_\_\_\_  
SONDRA SMITH, City Clerk

**EXHIBIT "A"**  
**R-PZD 06-2191**

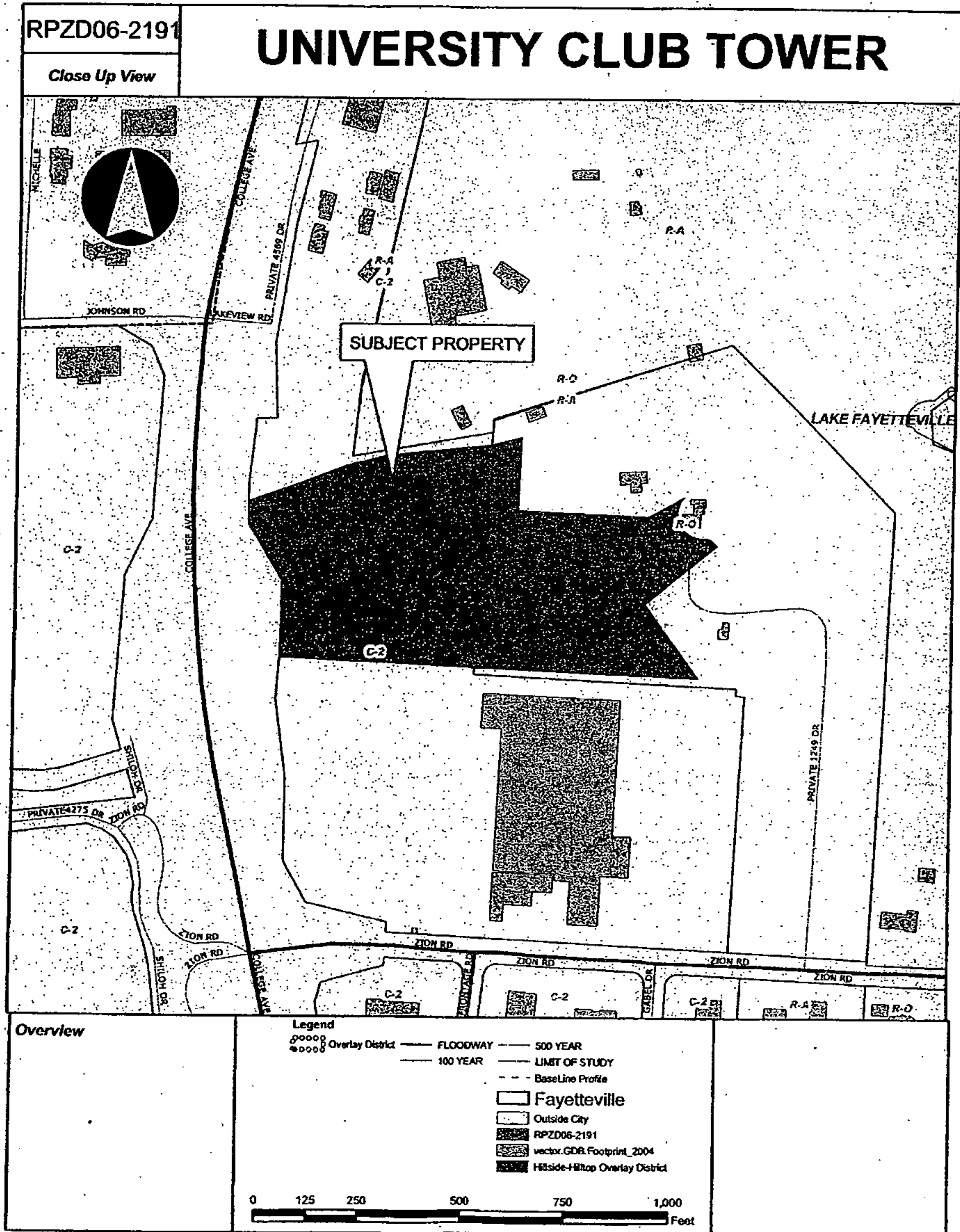
**COMBINED PROPERTY DESCRIPTION**

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 OF THE NE 1/4) AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 OF THE NE 1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP SEVENTEEN NORTH (TWP 17 N) RANGE THIRTY WEST (RNG 30 W), WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A STEEL PK NAIL THAT MARKS THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 23, TWP 17 N., RNG 30 W., THENCE N02°42'31"E 37.66 FEET TO A STEEL REBAR PIN; THENCE N87°25'39"W 135.81 FEET TO A STEEL REBAR PIN ON THE EAST RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 71-B, SAID PIN BEING THE POINT OF BEGINNING AND RUN THENCE ALONG SAID RIGHT OF WAY LINE N01°08'00"E 94.41 FEET TO A STEEL REBAR PIN; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE N00°10'10"W 95.42 FEET TO A CONCRETE RIGHT OF WAY MONUMENT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE N29°40'02"W 160.98 FEET TO A STEEL REBAR PIN; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE N01°33'28"E 53.09 FEET TO A STEEL REBAR PIN; THENCE DEPARTING SAID HIGHWAY RIGHT OF WAY LINE N70°02'03"E 126.32 FEET TO A STEEL REBAR PIN; THENCE N68°57'11"E 124.05 FEET TO A STEEL REBAR PIN; THENCE N75°22'45"E 99.14 FEET TO A CHISELED "X" IN CONCRETE; THENCE N84°01'10"E 255.68 FEET TO A STEEL REBAR PIN; THENCE N75°58'11"E 77.46 FEET TO A STEEL REBAR PIN; THENCE S01°56'00"W 176.92 FEET TO A STEEL REBAR PIN; THENCE S87°20'52"E 311.46 FEET TO A STEEL REBAR PIN; THENCE N60°28'09"E 98.92 FEET TO A STEEL REBAR PIN; THENCE 142.95 FEET ALONG A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 60.00 FEET AND A LONG CHORD OF S25°54'14"E 111.46 FEET TO A STEEL REBAR PIN; THENCE 23.55 FEET ALONG A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A LONG CHORD OF S67°10'03"E 22.69 FEET TO A STEEL REBAR PIN; THENCE S40°11'42"E 13.22 FEET TO A STEEL REBAR PIN; THENCE S49°48'18"W 220.73 FEET TO A STEEL REBAR PIN; THENCE S35°21'32"E 223.57 FEET TO A STEEL REBAR PIN; THENCE N87°25'39"W 1014.38 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 452,361 SQ. FT. OR 10.385 ACRES, MORE OR LESS.



# EXHIBIT "B"





**EXHIBIT "C"**  
**R-PZD 06-2191**  
**(Page 1 of 4)**

**Conditions of Approval**

1. City Council determination of standards for the 24' street connecting College Avenue and Timberlake Court. *Staff recommends and the applicant requests the proposed street connecting Timberlake Court and College Avenue remain private with a public access easement allowing for public ingress/egress. The proposed 24'-wide private street shall be constructed to city standards, with regard to curb, gutter, pavement section, etc. Additionally, pedestrian sidewalks/trails shall connect from Timberlake Court to College Avenue. Slopes and sidewalk construction shall be reviewed with construction drawings. The private street option would require a waiver of Ch. 166.06 K.10.b.i., which states that any street connecting one or more public streets shall be dedicated as a public street. Staff's recommendations for the private street are included in an Engineering memo attached. The Planning Commission recommended this street be constructed and dedicated as a public street, thus meeting the above-cited code section. However, to do so, several other waivers for street design standards are necessary, due to the slope at which this street is being constructed.*
2. Planning Commission determination of a waiver of landscape requirements for 1 tree per 30 linear feet adjacent to College Avenue right-of-way. *Staff recommends approval of the requested waiver due to the grade change between the street and right-of-way line, finding that the installation of trees approximately 40' above street grade will not provide the intended shade and pedestrian streetscape. Additionally, significant slope and drainage improvements by the highway department will likely not allow additional street tree plantings in the area of right-of-way. The Planning Commission found in favor of the requested landscape waiver.*
3. Planning Commission determination of street improvements. *Staff finds that the street improvements required for the development of Timberlake Office Park are sufficient to provide safe ingress and egress for this development to Zion Road. Staff recommends that the public street through Timberlake Office Park shall be constructed, inspected, approved and dedicated prior to issuance of a Temporary Certificate of Occupancy for this project. Should Timberlake Office Park development not occur, this PZD may not be permitted or constructed without further Planning Commission consideration. The Planning Commission found in favor of the recommended street improvements.*
4. The street connection onto College Avenue shall be approved by AHTD prior to issuance of building permits. Should AHTD deny the proposed street connection, approvals for the R-PZD are null and void unless the applicant receives approval for a modification of connectivity from the Planning Commission and City Council.
5. The entrance from College Avenue shall be widened to a minimum 20' to comply with Fire Code requirements. The access shall be sufficiently marked with signage to adequately direct the flow of traffic (right in-right out only).

**EXHIBIT "C"**  
**R-PZD 06-2191**  
**(Page 2 of 4)**

6. Should the proposed street be private, an access easement granting public access from College Avenue to Timberlake Court, covering the entirety of the private street, shall be dedicated by easement plat or separate document prior to issuance of a building permit.
7. Minimum 4' concrete sidewalks and concrete or asphalt pedestrian walkways and trails as shown on the site plan along the private road, public street, and on the property shall be a requirement of the PZD and constructed prior to issuance of a Certificate of Occupancy.
8. Tree protection fencing will be very complex for this project. The developer shall coordinate with the Urban Forester to phase this fencing and where possible revise it to be closer to the limits of disturbance.
9. Parks fees for a maximum of 80 multi-family units are \$54,400. Fees will be based on the actual number of units built and will be due prior to issuance of the building permit.
10. Signs on the property shall be subject to signage requirements for residential multi-family development. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code. The ordinance allows for one on-site freestanding or monument sign with a display area of 4 square feet or 16 square feet, respectively, and one wall sign with a maximum display area of 16 square feet.
11. No reflective glass shall be permitted on the structure, pursuant to the developer's application.
12. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.
13. The applicant shall be granted one (1) year from the date of Planning Commission approval to receive all building permits necessary for development of the project with a one (1) year extension available pursuant to City ordinances for large scale developments.
14. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
15. The proposed walking trail is a great asset for the development and shall be routed where possible to avoid trees and disturbance. The developer shall coordinate this route with the Urban Forester to ensure that little to no overhead canopy is removed. All slopes shall be re-vegetated to prevent erosion from this site in accordance with City accepted practices.

**EXHIBIT "C"**  
**R-PZD 06-2191**  
**(Page 3 of 4)**

16. The proposed site plans and booklet revisions required include the following:
- a. The applicant shall add State Plane Coordinates to the plat.
  - b. Show the installation of a 6' sidewalk adjacent to the right-of-way for Timberlake Court that extends through the private driveway with no curb and gutter lines through the sidewalk.
  - c. The applicant shall modify the building setback dimension located on Sheet 2 adjacent which states a 50' BSB but points to a 15' BSB.
  - d. Large species, deciduous trees shall be planted adjacent to and within 15' of the Timberlake Court right-of-way and within required landscape islands.
  - e. Landscape Plans L0.03 and L0.04 shall be modified and inserted into the approved set of plans.
  - f. Modify the booklet to replace references to General Plan 2020 with City Plan 2025.
  - g. The sidewalk shall be shown to extend west to College Avenue street, subject to AHTD approval.
17. The applicant shall provide a walking trail from the development to the south to provide pedestrian connectivity to Lowe's Home Center.
18. The street shall align as closely as possible to utilize already cleared/disturbed area for Timberlake Office Park detention pond, to minimize tree disturbance, subject to approval by the Urban Forester.
- Standard Conditions of Approval:**
19. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street. Coordination shall occur between the Solid Waste Division and the Urban Forester regarding pruning or additional tree removal to accommodate the dumpster.
20. All exterior lighting, including lighting proposed within the parking lot and along the private drive, shall comply with the City's Outdoor Lighting Ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
21. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
22. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).



**EXHIBIT "C"**  
**R-PZD 06-2191**  
**(Page 4 of 4)**

23. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
24. Prior to the issuance of a building permit the following is required:
- a. Grading and drainage permits
  - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
  - b. Separate easement plat for this project that shall include the tree preservation area.
  - c. Project Disk with all final revisions
  - d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.



PC Meeting of October 09, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

**PLANNING DIVISION CORRESPONDENCE**

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

TO: Fayetteville Planning Commission  
FROM: Suzanne Morgan, Current Planner  
Matt Casey, Assistant City Engineer  
THRU: Jeremy Pate, Director of Current Planning  
DATE: October 4, 2006 *Updated October 18, 2006*

**R-PZD 06-2191: Planned Zoning District (UNIVERSITY CLUB TOWER, 135):** Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located at N OF LOWE'S, E OF THE NWA MALL. The property is zoned R-O, Residential Office, and C-2, Thoroughfare Commercial, and contains approximately 10.39 acres. The request is for a 13 story/approximately 200' tall building with a maximum 80 dwelling units and both surface and underground parking.

Planner: Suzanne Morgan

**Findings:**

**Background:** The Planning Commission considered this R-PZD proposal at its September 11, 2006 meeting. It was tabled at this meeting primarily for the reevaluation of access to the property, based on the fact that the applicant could not provide the points of uninhibited ingress/egress to the proposed development; a looped street is required to provide access to a maximum 80 units within a PZD. The applicant submitted revised plans with the following modifications:

1. Emergency access to Lowe's has been removed in lieu of an access onto College Avenue.
  - ♦ A private street has been extended to College Avenue to allow for a right-in, right-out traffic movement. Therefore, the applicant has provided two uninhibited access points to this project, connecting Zion Court to Hwy 71B (College Avenue).
  - ♦ The private streets will be constructed to city standards with a 24' width; a 4' sidewalk is only proposed on one side of the driveway entrance from Timberlake Court.
  - ♦ The driveway encroaches onto adjacent property to the north. Though verbal agreement to this access is indicated, the applicant shall provide written verification by the adjacent owner that an access easement will be granted to allow this encroachment. The developer shall submit the filed access easement to the city prior to issuance of any building permit.

*At the Planning Commission meeting, the applicant submitted a development proposal with the access located entirely on the subject property as he was unable to obtain written permission to build the access on the adjacent property.*



2. The overflow parking has been removed, at the recommendation of staff to decrease site disturbance.
3. The site design modifications required revisions to the Tree Preservation numbers. The total percent canopy preserved dropped from 79.87% to 55.8%, to provide for the second access. This still far exceeds the minimum tree canopy required for a PZD.
4. The signage requirement as described in the PA-1 Zoning Criteria has been revised from commercial signage to residential multi-family district requirements.
5. The maximum number of units allowed was revised from 83 to 80.

**Property Description:** The subject property consists of approximately 10.39 acres located on the north side of Zion Road and Lowe's Home Center, east of College Avenue, south of Clear Creek. The site is zoned C-2 (6.85 acres) and R-O (3.54 acres). Although not within the Hillside/Hilltop Overlay District, the property has considerable slope with a ravine along the east side of the property, adjacent to College Avenue to the west and Clear Creek to the north. The property is undeveloped at this time and is entirely covered with tree canopy. The portion of property zoned R-O is a proposed lot within the Timberlake Office Park Subdivision, a development recently approved for construction.

**Surrounding Land Use/Zoning:**

| Direction from Site | Land Use                             | Zoning |
|---------------------|--------------------------------------|--------|
| North               | Locomotion Park, Clear Creek         | R-A    |
| South               | Lowe's Home Center                   | C-2    |
| East                | Undeveloped (Timberlake Office Park) | R-O    |
| West                | NWA Mall, College Avenue             | C-2    |

**Proposal:** The applicant requests rezoning and large scale development approval for a residential development in an R-PZD zoning district. The proposed use of the site is for a single multi-family condominium building with a maximum 80 dwelling units and 144 bedrooms. The structure will be a maximum 13 stories or 200 feet and will offer a pool, health center, and other amenities to the residents. Walking trails are proposed for the use of the residents. This residential structure will provide additional housing in a regional commercial node. It is intentionally vertical to minimize the footprint and preserve natural land and tree canopy. The close proximity to commercial services will be an asset to those who reside in the property and consequently benefit the surrounding commercial businesses. The building has been oriented in a north/south direction to minimize heat gain and the applicant has indicated devices will be installed to reduce cooling loads.

**Zoning Criteria:** The zoning criteria are provided in duplicate in the project booklet and on the plats. Please reference this provided material for more information. These documents are binding to the zoning of the property.

**Access:** Access is provided from Zion Road to this development via a local street to be constructed within the Timberlake Office Park Subdivision and connected to College Avenue via a private, 24-foot wide street. The PZD requirements state that any private street connecting two



public streets shall be constructed and dedicated as public right-of-way. The development plan requires a waiver of this ordinance. Staff recommends approval of the proposed waiver, finding that the street will not be able to be constructed to meet all city specifications with sidewalks due to the terrain of the property; however, staff does recommend that the construction of the 24' wide private street meet all city standards with regard to curb, gutter, construction specifications, etc., with the final approval by the City Engineer. The entire private street shall be encompassed by a public access easement.

*Parking:* Parking is proposed to be provided within two levels of structured parking under the building and a 17-stall parking area at the entrance of the building. The applicant proposes 145 parking spaces for 144 bedrooms. Of these parking spaces, 17 stalls are to be surface parking.

*Architectural Review:* The applicant has submitted architectural elevations and a material sample board for the Planning Commission to see the character and type of development proposed. The Unified Development Code does not address design standards for residential projects. Staff has made specific findings on this project for Planning Commission consideration as required in the PZD ordinance found in Chapters 161 and 166 (see attached).

*Phasing:* The applicant proposes to develop the entire project within 12 to 18 months from the date of approval. The standard expiration period of one year with a possible one-year extension for Large Scale Developments is sufficient for this project.

*Water & Sewer:* Water and sewer lines would be extended to serve the development.

*Adjacent Master Street Plan Streets:* College Avenue (Principal Arterial)

*Street Improvements:* It was previously assumed that in evaluating street improvements for the adjacent office park subdivision, the applicant submitted projected traffic numbers for the office park as well as the future residential units on this property. However, this was not the case and the estimated vehicle trips per day for 80 units is 480, for a total 1,552 vehicle trips per day for the residential and office uses. Zion Road will be widened to a minimum 18' from centerline for a total 36' street width (back of curb to back of curb), to include pavement, curb and gutter, storm drainage, and 10' sidewalks for the length of the subject property with the development of the office subdivision. Engineering staff has evaluated the proposed traffic volumes for the residential units and recommends no additional street improvements to Zion Road at this time. Additionally, College Avenue is a divided state highway at the project's entrance; the access shall be designed as a right-in/right-out, and shall be permitted through AHTD.

*Parks:* On July 10, 2006 PRAB reviewed this project and recommended accepting money in lieu of park land to satisfy the park land dedication ordinance. This decision was based on the project's proximity to Lake Fayetteville Park. Additionally, the plans for the development include a pedestrian trail within the property as well as a link by sidewalk through the adjacent development to the east to Lake Fayetteville Park. Fees for a maximum of 80 multi-family units are \$54,400. Fees will be based on the actual number of units built and will be due prior to issuance of the building permit.

**Tree Preservation:** Existing Canopy: 98%  
Preserved Canopy: 55.84% 52.15%  
Required Canopy: 15%  
Mitigation: Mitigation will not be required for this project

The above numbers reflect the Tree Preservation Report (see attached), not the applicant's Tree Preservation Plan which did not exclude canopy located in the existing and proposed easements.

**Recommendations:**

8/17/06 – The Subdivision Committee forwarded R-PZD 06-2191 to the Planning Commission without a recommendation.

9/11/06 – The Planning Commission tabled the project to 9/25/06.

9/25/06 – The Planning Commission tabled the project to 10/09/06.

Staff recommends forwarding **R-PZD 06-2191** to the City Council with a recommendation of approval with the following conditions of approval:

**Conditions of Approval:**

1. Planning Commission determination of a waiver of landscape requirements for 1 tree per 30 linear feet adjacent to College Avenue right-of-way. *Staff recommends approval of the requested waiver due to the grade change between the street and right-of-way line, finding that the installation of trees approximately 40' above street grade will not provide the intended shade and pedestrian streetscape. Additionally, significant slope and drainage improvements by the highway department will likely not allow additional street tree plantings in the area of right-of-way.*

*The Planning Commission found in favor of the requested landscape waiver.*

2. Planning Commission determination of street improvements. *Staff finds that the street improvements required for the development of Timberlake Office Park are sufficient to provide safe ingress and egress for this development to Zion Road. Staff recommends that the public street through Timberlake Office Park shall be constructed, inspected, approved and dedicated prior to issuance of a Temporary Certificate of Occupancy for this project. Should Timberlake Office Park development not occur, this PZD may not be permitted or constructed without further Planning Commission consideration.*

*The Planning Commission found in favor of the recommended street improvements.*

- ~~3. Planning Commission determination of a waiver of the Unified Development Code, Chapter 166.06-B(10)(h)(i), which states, "...Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street." The applicant proposes a private street connection from College Avenue to Timberlake Court for a maximum 80 units. Staff recommends approval of the proposed~~

~~waiver, finding that the street will not be able to be constructed to meet all city specifications due to the terrain of the property.~~

*The Planning Commission voted to strike this condition recommending that the developer construct and dedicate a public street to connect College Avenue and the proposed Timberlake Court.*

4. Planning Commission determination of construction standards for the 24' ~~private drive~~ *public street* connecting College Avenue and Timberlake Court. *Staff recommends construction of a 24' wide street meet all city standards with regard to curb, gutter, materials, etc. Additionally, the applicant shall provide a network of sidewalks and trails to connect Timberlake Court and College Avenue. To do so, a sidewalk connection shall be provided from the trail interior to the project to College Avenue. Slopes and sidewalk construction shall be reviewed and approved with construction drawings.*
5. ~~The proposed private street encroaches onto adjacent property to the north. The applicant shall provide written verification by the adjacent owner that an access easement will be granted to allow this encroachment for Planning Commission consideration. The developer shall submit the filed access easement to the city prior to issuance of any building permit.~~
6. The private street connection onto College Avenue shall be approved by AHTD prior to issuance of building permits. Should AHTD deny the proposed street connection, approvals for the R-PZD are null and void unless the applicant receives approval for a modification of connectivity from the Planning Commission and City Council.
7. The entrance from College Avenue shall be widened to a minimum 20' to comply with Fire Code requirements. The access shall be sufficiently marked with signage to adequately direct the flow of traffic.
8. An access easement granting public access from College Avenue to Timberlake Court, covering the entirety of the private street, shall be dedicated by easement plat or separate document prior to issuance of a building permit.
9. Minimum 4' concrete sidewalks and concrete or asphalt pedestrian walkways and trails as shown on the site plan along the private road, public street, and on the property shall be a requirement of the PZD and constructed prior to issuance of a Certificate of Occupancy.
10. Tree protection fencing will be very complex for this project. The developer shall coordinate with the Urban Forester to phase this fencing and where possible revise it to be closer to the limits of disturbance.
11. Parks fees for a maximum of 80 multi-family units are \$54,400. Fees will be based on the actual number of units built and will be due prior to issuance of the building permit.



12. Signs on the property shall be subject to signage requirements for residential multi-family development. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code. The ordinance allows for one on-site freestanding or monument sign with a display area of 4 square feet or 16 square feet, respectively, and one wall sign with a maximum display area of 16 square feet.
13. No reflective glass shall be permitted on the structure, pursuant to the developer's application.
14. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.
15. The applicant shall be granted one (1) year from the date of Planning Commission approval to receive all building permits necessary for development of the project with a one (1) year extension available pursuant to City ordinances for large scale developments.
16. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
17. The proposed walking trail is a great asset for the development and shall be routed where possible to avoid trees and disturbance. The developer shall coordinate this route with the Urban Forester to ensure that little to no overhead canopy is removed. All slopes shall be re-vegetated to prevent erosion from this site in accordance with City accepted practices.
18. Site and Landscape Plan, Tree Preservation Plan, and booklet revisions to be completed for the information on record at the City Planning Division:
  - a. The applicant shall add State Plane Coordinates to the plat.
  - b. Show the installation of a 6' sidewalk adjacent to the right-of-way for Timberlake Court that extends through the private driveway with no curb and gutter lines through the sidewalk.
  - c. The applicant shall modify the building setback dimension located on Sheet 2 adjacent which states a 50' BSB but points to a 15' BSB.
  - d. Large species, deciduous trees shall be planted adjacent to and within 15' of the Timberlake Court right-of-way and within required landscape islands.
  - e. Landscape Plans L0.03 and L0.04 shall be modified and inserted into the approved set of plans.
  - f. Change all references to the General Plan 2020 located within the booklet to City Plan 2025.
  - g. The sidewalk shall be shown to extend west to College Avenue street.



19. *The applicant shall provide a walking trail from the development to the south to provide pedestrian connectivity to Lowe's Home Center.*
20. *The street shall align as closely as possible to utilize already cleared/disturbed area for Timberlake Office Park detention pond, to minimize tree disturbance, subject to approval by the Urban Forester.*

**Standard Conditions of Approval:**

21. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street. *Coordination shall occur between the Solid Waste Division and the Urban Forester regarding pruning or additional tree removal to accommodate the dumpster.*
22. All exterior lighting, including lighting proposed within the parking lot and along the private drive, shall comply with the City's Outdoor Lighting Ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
23. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
24. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
25. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
26. Prior to the issuance of a building permit the following is required:
  - a. Grading and drainage permits
  - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
  - b. Separate easement plat for this project that shall include the tree preservation area.
  - c. Project Disk with all final revisions
  - d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

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PLANNING COMMISSION ACTION:    ☒ Fwd to City Council    ☐ Tabled    ☐ Denied

Motion: Clark  
Second: Graves  
Vote:    8-0-0

Meeting Date: October 9, 2006

Comments:

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The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Findings associated with MDP R-PZD 06-2191**

**Sec. 166.06. Planned Zoning Districts (PZD).**

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***(E) Approval or Rejection Criteria for Planned Zoning Districts***

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

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2025;

**FINDING:** Staff finds the application to be in compliance with the Master Development Plan Planned Zoning District criteria established by the City Council. The Interim Future Land Use Plan Map adopted as part of City Plan 2025 designates this site Regional Commercial where zoned C-2 and Mixed Use where zoned R-O. The Sector Map also adopted as part of City Plan 2025 designates this specific area as an Intended Growth Area. Rezoning this property to R-PZD 06-2191 for multi-family dwelling units is consistent with the land use plan and sector map. It will provide residential units in an area that is developed for commercial use and will serve as in fill development in northeast Fayetteville.

- (2) Whether the application is in compliance with all applicable statutory provisions;

**FINDING:** The application has been reviewed and found to be compliant with applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

**FINDING:** The site proposed for development will require the extension of utilities. Right-of-way is to be extended to this property with the development of adjacent Residential Office property. Surrounding properties to the west (the Mall), south (Lowe's) and north (Locomotion) have been developed with public facilities. This site has not been developed due in part to the steep grade from the property to College and lack of accessible street frontage and the creek to the north. Development of this project will require the provision of public facilities, at the cost of the developer. Staff recommends that building permits be issued for this project only after the completion, inspection and dedication of sufficient infrastructure from Zion Road to this property.

- (4) Whether the rezoning is compatible with the surrounding land uses;

**FINDING:** The rezoning request, combined with the Master Development Plan, would allow multi-family residential uses at a density of 8 units per acre. All of the surrounding properties are zoned and either developed or approved for development of commercial use. The proposed residential use is compatible with the surrounding commercial uses, such as

Northwest Arkansas Mall, a regional shopping area. As evident in the downtown area, the close proximity of residential and commercial use provides a mutually beneficial relationship, when designed appropriately.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

**FINDING:** The subject property is a completely wooded site with floodplain along the northern border. The applicant has purposely designed a tall, vertical structure on the property to reduce the footprint of disturbance and reduce the amount of canopy removal. The applicant has removed 16 surface parking spaces to reduce the amount of pavement on the site and potential removal of trees. The removed tree canopy increased, however, due to the private street connection to College Avenue.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

**FINDING:** The intended residential land use will impact the existing traffic conditions. This site will have access to two public streets, one of which is yet to be fully developed. No access is proposed to Lowe's as was shown in previous proposals for this connection could not be adequately coordinated. Allowing two means of access will ease congestion and turning movements at the Timberlake Court/Zion Road intersection by providing an alternate route.

- (7) Whether the planned development provides for unified development control under a unified plan;

**FINDING:** The booklet and master development plans submitted provide for said unified development control.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

**FINDING:** No other zoning considerations are proposed to be violated.

**(B) Development standards, conditions and review guidelines**

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all

applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

**FINDING:** The proposed University Club Tower proposes a residential area amidst commercial and future office development. The site has been designed to provide a large percentage of preservation of the significant existing tree canopy, pedestrian trails throughout the property, and preservation of the floodway and floodplain. In order to accomplish these goals, the applicant's design of a 13-story/200' structure is unique within the immediate area. Unlike the approved 16 story residential towers located on Joyce Boulevard, within one mile of this project, the University Club Tower will be more visible because it is situated on a hill; it will be situated amidst mature tree canopy, unlike the project on Joyce Boulevard. However, the proposed design does fulfill many of the goals and purposes of the PZD ordinance.

- (2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

**FINDING:** The applicant is proposing to retain approximately 55.84% of the existing tree canopy and plant trees and vegetation required by the Landscape Ordinance. The Unified Development Code does not require screening of residential development.

- (3) *Traffic circulation.* The following traffic circulation guidelines shall apply:
- (a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.
  - (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
  - (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.
  - (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.



- (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.
- (f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

**FINDING:** Vehicular circulation throughout the site is accomplished by the installation of private street, as is typical within multi-family developments. The project requires a waiver from Ch. 166.06 B(10)(h)(i) for this street to be private.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

**FINDING:** The applicant proposes to comply with the parking requirements set forth in Chapter 172 of the Unified Development Code.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

**FINDING:** The applicant proposes to retain a green buffer around the site, with the exception of those areas cleared for installation of utilities and the private street.

- (6) *Sidewalks.* As required by §166.03:

**FINDING:** The applicant shall install a 6' sidewalk where the property is adjacent to Timberlake Court (along a portion of the cul-de-sac). An internal 4' sidewalk along the private drive and minimum 4' trails will be installed on the property to promote recreational activity on the site.

- (7) *Street Lights.* As required by §166.03.

**FINDING:** Street lights shall be installed along the private driveway at a ratio of one light per 300'.

- (8) *Water.* As required by §166.03.

**FINDING:** Water shall be installed to serve the project.

- (9) *Sewer.* As required by §166.03.

**FINDING:** Sewer shall be installed to serve the project.

- (10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.



- (a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.
- (b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:
  - (i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.
  - (ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.
  - (iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.
  - (iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.
  - (v) The plat of the planned development shall designate each private street as a "private street."
  - (vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners' association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.
  - (vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

- (viii) The width of private streets may vary according to the density served. The following standard shall be used:

**Paving Width  
(No On-Street Parking)**

| Dwelling Units | One-Way | Two-Way |
|----------------|---------|---------|
| 1 - 20         | 14'     | 22'     |
| 21+            | 14'     | 24'     |

**\*Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

- (ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.
- (x) There shall be no minimum building setback requirement from a private street.
- (xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

**FINDING:** The applicant proposes access via a private street for 80 units. The ordinance states that such a private street that connects one or more public streets shall be dedicated as a public street and built to meet city street standards. Staff recommends approval of the waiver, finding that the terrain will not allow the construction of a full city street with sidewalks. Staff does recommend that the physical construction of the private street be done in accordance with city requirements and identified "private street" as required by ordinance.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

**FINDING:** No non-residential facilities are proposed.

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of



buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

**FINDING:** The applicant has worked with the Urban Forester to preserve significant tree canopy.

- (13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

**FINDING:** Commercial design standards are not applicable for a residential development.

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

**FINDING:** Similar to the location of the NWA Mall, this property is at the peak of a hill, though there are other residential areas to the east at a greater elevation than this site. Staff finds that there are no significant or historical sites or buildings whose view would be obstructed by the development of a 13 story/200' tall building. While taller than structures surrounding the property, residential structures are not subject to commercial design standards, which refer to "compatibility and transition." The applicant will not be installing reflective glass on the structure to reduce the potential glare from the building.

**(E) Revocation.**

- (1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

- (a) *Building permit.* If no building permit has been issued within the time allowed.
- (b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.

- (c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open

spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.
- (3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

- (1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.

- (2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:

- (a) The homeowner's association must be legally established before building permits are granted.
- (b) Membership and fees must be mandatory for each home buyer and successive buyer.

- (c) The open space restrictions must be permanent, rather than for a period of years.
- (d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.
- (e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property. The association must be able to adjust the assessment to meet changing needs.

**FINDING: The applicant shall comply with these requirements.**

**Sec. 161.25 Planned Zoning District**

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(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) Compatibility. Providing for compatibility with the surrounding land uses.
- (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) No negative impact. Does not have a negative effect upon the future development of the area;
- (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.



- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

**FINDING:** Staff finds this proposal meets the intent of many of the parameters of the CityPlan 2025, as well as the above ten criteria, including compatibility and transition of land use, providing creative and harmonious land uses, provision of a residential housing in a commercial area, open spaces, and enhancement and preservation of existing natural features. The following guiding policies within Residential Areas are applicable to this development, and help to achieve the six primary goals of the CityPlan 2025:

**Residential Areas:**

*12.1.4.c Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness. (Goal 4)*

*12.1.4.e Utilize more intense development patterns within the infill sector and encourage mixed uses in new developments to promote better community design, maintain human scale, and enhance pedestrian activity. (Goal 1)*

*12.1.4.f Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services. (Goals 1g and 3)*

*12.1.4.j Discourage design elements that prohibit complete, compact, connected neighborhoods such as cul-de-sacs, gated communities, etc. (Goal 3a)*

(B) **Rezoning.** Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

**FINDING:** The submitted development plats and Master Development Plan booklets, along with the conditions of approval found applicable and appropriate, are binding with the approval of the requested rezoning. Should the Planning Commission forward this item to the City Council, an ordinance will be drafted for consideration of rezoning this property in accordance with the submittal herein.



(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 City Plan and the orderly development of the city.
- (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
- (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
- (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
- (e) To encourage the efficient use of those public facilities required in connection with new residential development.

**FINDING: Staff is recommending approval of this application with recommended conditions to enhance the project and bring it into better compliance with the intent of the PZD ordinance.**

(2) *Permitted Uses.* 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) *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.

**FINDING: Permitted and Conditional uses are outlined in both the Master Development Plan booklets and plats.**

- (4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

**FINDING: The proposed development is 100% residential.**

(F) *Bulk and area regulations*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:

- (a) The densities of surrounding development;
- (b) the densities allowed under the current zoning;
- (c) the urban development goals and other policies of the city's General Plan;
- (d) the topography and character of the natural environment; and
- (e) the impact of a given density on the specific site and adjacent properties.

**FINDING: The C-2 zoning district will allow for the development of accessory residential units at a density of 24 units per acre and the R-O zoning district permits single family and two-family development at a density of 24 units per acre. Staff finds that the zoning requested is necessary to develop residential units on the property. The current zoning of C-2 on this site that has limited access is justifiably changed. A density of less than 8 units per acre will allow for growth and infill as intended on the City's Sector Map and City Plan 2025. Density will be concentrated on a small footprint by building up on the site, thereby preserving much of the natural topography and character of the natural environment.**

- (2) *Lot area and setback 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.

**FINDING: The setbacks set forth are compatible to the C-2 zoning district setback requirements.**

- (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.



**FINDING:** The applicant proposes a building height of no more than 13 stories or 200 feet for residential use only. Staff does not find that the height of this building will block or reduce adequate light and air necessary for adjacent properties. No protected or historic views of the community will be blocked by the proposed structure that will negatively impact or harm 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.

**FINDING:** The Zoning Criteria for this Planning Area states that no more than 40% of the site will be covered by structures/buildings, and the site plan indicates that a total 14% of the site will be impervious (i.e. driveways, parking, buildings, etc.)

**\*Required Findings for Rezoning Request.**

**RECOMMENDATION:** Staff recommends approval of the requested zoning modification from C-2 and R-O to R-PZD with the zoning criteria outlined in the project booklet, with modifications requested by Planning Staff.

**Land Use Plan:** The City Plan designates this site as a Commercial and Mixed Use area. Rezoning this property to R-PZD 06-2191, with the associated Master Development Plan, varies this future land use to a residential use. The proposed plan, commitments, design standards and other conditions placed upon the project result in a compatible development with surrounding land uses in the general vicinity, meeting many of the goals of the City Plan for new development.

**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 residential zoning will be harmonious with the surrounding commercial uses. The property is identified as an Intended Growth Area on the City's adopted Sector Map. Rezoning the property will allow infill of residential uses in a primarily commercial area; this area was specifically targeted in the CityPlan 2025 for desired residential growth.

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

**Finding:** Although the C-2 zoning district will allow for the development of accessory residential units at a density of 24 units per acre and the R-O zoning district permits single family and two-family development, it is the applicant's intent

to create a development that is completely residential in nature. The zoning requested is necessary to develop residential units on the property. Staff finds the current zoning of C-2 on this site that has limited access is justifiably changed.

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

**Finding:** The PZD regulations require that a development of 80 units or less shall have a looped street system. Access is to be provided to Zion Rd and College Ave. The additional vehicle trips from 80 units will not appreciably increase traffic danger and congestion on Zion Road, with the planned improvements.

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:** Staff finds that in evaluating this proposal, the population density would undoubtedly be increased. The Police Department has stated that the rezoning for 80 units will create potential traffic hazards in the area. Improvements will be installed at the intersection of Zion Road and Timberlake Drive prior to the issuance of a Temporary Certificate of Occupancy for this project and the City has planned significant improvements of Zion Road that would mitigate any traffic hazards. Therefore, with the improvements recommended for this project, staff finds that the load created on public services will not create a detrimental impact.

**Engineering:** Public water is adjacent to the site. There is an 8" waterline along College. Water service will need to be extended within the property and east to tie into the Timberlake subdivision at the time of development.

Sanitary sewer is available on the site. There is an 8" sewer main that runs through the Lowe's parking lot. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended to and within the property at the time of development.

The site will have access to the proposed Timberlake Commercial Subdivision. This will be a new 28' wide street. This new street connects to Zion Road. Improvements are being made along Zion as part of the Timberlake project. Should this project never occur, the PZD will have to return for an evaluation of access and street improvements.

Standard improvements and requirements for drainage will be required for the development.

**Police:** It is the opinion of the Fayetteville Police Department that the zoning of this project will not substantially alter the population density and will not create an undesirable increase on police services. The potential of creating 80 new residences with all vehicular traffic exiting the complex onto an already congested two lane road (Zion), will increase traffic danger and congestion in the area.

**Fire:** 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.

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**





CC Meeting of November 7, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: (479) 444-3470

## TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville City Council

From: Sarah K. Patterson, Urban Forester

Date: October 19, 2006

### **ITEM # R-PZD 06-2191: Planned Zoning District (University Club Tower)**

#### *Requirements Submitted:*

|   |                                                 |
|---|-------------------------------------------------|
|   | Initial Review with the Landscape Administrator |
| ✓ | Site Analysis Map Submitted                     |
| ✓ | Site Analysis Written Report Submitted          |
| T | Complete Tree Preservation Plan Submitted       |

#### *Canopy Measurements:*

|                                 |           |
|---------------------------------|-----------|
| Total Site Area                 |           |
| acres                           | 10.39     |
| square feet                     | 452,588.4 |
| Existing Tree Canopy            |           |
| acres                           | 10.20     |
| square feet                     | 444,348   |
| percent of site area            | 98 %      |
| Existing Tree Canopy Preserved  |           |
| acres                           | 5.47      |
| square feet                     | 238,569   |
| percent of total site area      | 52.71 %   |
| Percent Minimum Canopy Required | 15%       |

#### **FINDINGS:**

*The desirability of preserving a tree or group of trees by reason of age, location, size or species.*

- **This site is completely wooded with a sloping topography. Most if not all the trees found on this project site are a high priority for**

**preservation.**

*The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.*

- **Environmental degradation should be very minimal on this site.**

*The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.*

- **An additional ingress/egress is planned for this site along the north boundary. Extensive canopy will have to be removed to get this drive in. Removal may affect adjacent property owners.**

*Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.*

- **N/A**

*Whether the size or shape of the lot reduces the flexibility of the design.*

- **Size and shape of the lot does not reduce flexibility of design. Topography and connectivity have been a challenge.**

*The general health and condition of the tree or group of trees, or the presence of any disease, injury or hazard.*

- **The general health of the trees is good to fair.**

*The placement of the tree or group of trees in relation to utilities, structures, and use of the property.*

- **Canopy will be removed for the essential roadways, utilities, and structure. Staff does however not approve of the additional canopy removal around the building and parking areas.**

*The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.*

- **There is an existing water line and easement along the west property line. Service lines for the development will come through several wooded areas. Canopy has been shown as removed for the above calculations.**

*Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.*

- **The roads have been routed in most cases taking into consideration the topography. The canopy is 100% and unfortunately can not be avoided.**

*Construction requirements for On-Site and Off-Site Alternatives.*

- **N/A**

*The effects of proposed On-Site Mitigation or Off-Site Alternatives.*



- **Mitigation will not be required on this site.**

*The effect other chapters of the UDC, and departmental regulations have on the development design.*

- **N/A**

*The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations:*

- **N/A**

*The impact, a substantial modification or rejection of the application would have on the Applicant:*

- **Staff is recommending approval of the submitted Tree Preservation Plan with the following Conditions of Approval.**

**Conditions of Approval:**

1. **Tree protection fencing will be very complex for this project. Please coordinate with the Urban Forester to phase this fencing and where possible revise it to be closer to the limits of disturbance.**
2. **The area marked for storage of materials west of the circle drive should be relocated to an area of disturbance. Staff would like to see the fencing to the south and west hug this parking area and protect tree # 200. This should increase the amount of preservation.**
3. **The proposed walking trail should be coordinated with the Urban Forester to insure that little to no overhead canopy is removed.**
4. **Staff is in support of keeping these drives private. If made public, additional right of way may be needed which would increase the amount of canopy that would need to be removed.**





PC Meeting of September 11, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

## LANDSCAPE REVIEW FORM

To: Fayetteville Planning Commission  
From: Suzanne Morgan, Current Planner  
Date: September 7, 2006

ITEM #: R-PZD 06-2191 (University Club Condos)

### Applicable Requirements:

|    |                             |
|----|-----------------------------|
| ✓  | Off Street Parking          |
| ✓  | Commercial Design Standards |
| ✓  | Buffers and Screening       |
| NA | I-540 Design Overlay        |

### Plan Checklist:

- ✓ submitted by applicant  
✗ requested

| Preliminary Submittal | Final Submittal |                                                                                                                                                                                                                     |
|-----------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       |                 | <b>Off Street Parking and Loading</b>                                                                                                                                                                               |
| ✗                     | ✓               | wheel stops / curbs                                                                                                                                                                                                 |
| ✗                     | ✓               | irrigation                                                                                                                                                                                                          |
| ✗                     | ✓               | edged landscape beds indicated                                                                                                                                                                                      |
| ✗                     | ✓               | species of plant material identified                                                                                                                                                                                |
| ✓                     | ✓               | size of plant material at time of installation indicated                                                                                                                                                            |
| ✗                     | ✓               | interior landscaping                                                                                                                                                                                                |
|                       |                 | narrow tree lawn (8' min. width, 17' min. length / 1 tree per 15 spaces)<br>tree island (10' min. width / 1 tree per 12 spaces)                                                                                     |
| ✗                     | ✗               | perimeter landscaping                                                                                                                                                                                               |
|                       |                 | side and rear property lines (5' landscaped)<br>adjacent to street R.O.W (15' greenspace exclusive for landscaping / 1 street tree every 30 L.F., a continuous planting of shrubs and ground cover - 50% evergreen) |
| ✗                     | ✓               | soil amendments notes include that soil is amended and sod removed                                                                                                                                                  |
| ✓                     | ✓               | mulching notes indicate mulching around trees and within landscape beds.                                                                                                                                            |
| ✓                     | ✓               | planting details according to Fayetteville's Landscape Manual                                                                                                                                                       |
|                       |                 | <b>Commercial Design Standards</b>                                                                                                                                                                                  |
| ✓                     | ✓               | greenspace adjacent to street R.O.W. (15' wide)                                                                                                                                                                     |
| ✗                     | ✗               | street trees planted every 30' L.F. along R.O.W.                                                                                                                                                                    |
| ✓                     | ✓               | outdoor storage screened with landscaping                                                                                                                                                                           |

|    |    |                                                                     |
|----|----|---------------------------------------------------------------------|
|    |    | <b>Buffer Strips and Screening</b>                                  |
| ✓  | ✓  | landscaped area (12' min.)                                          |
| NA | NA | fence required                                                      |
| NA | NA | outdoor storage screened with landscaping                           |
| ✓  | ✓  | non-residential landscape screen when adjacent to residential zones |
| NA | NA | landscape requirement for setback reduction                         |
|    |    | <b>Overlay District Requirements</b>                                |
|    |    | greenspace adjacent to street R.O.W. (25' wide)                     |
|    |    | street trees planted every 30' L.F. along R.O.W.                    |
|    |    | 25% of total site area left in greenspace (80% landscaped)          |
|    |    | parking lots and outdoor storage screened with landscaping          |

Please modify the Landscape Plan to address the following:

1. Add one tree to the interior of the overflow parking to break up the row of 15 parking spaces.
2. One large species tree is required every 30' adjacent to the right-of-way. These trees are to be planted within 15' of the right-of-way. A note on the Landscape Plan indicates that there are existing trees along the western and eastern property lines that will fulfill the landscape requirements. If this be the case, update the Landscape Plans to show the location, size and species of the existing trees on the landscape plan. Additional trees may be required if the existing trees are not sufficient to fulfill the requirement.

Standard Requirement:

3. Redbuds, Dogwoods, and the Serviceberry cannot count for the required landscape trees, though they can be planted on the site where trees are not required by ordinance.





**Crafton, Tull & Associates, Inc.**  
Architects, Engineers & Surveyors

www.craftontull.com

C. 1  
R-PZD 06-2191, University Club Tower  
Page 41 of 46

Job No. 061031-00 Sheet No. 1 Of 1

Client: R. Chapman

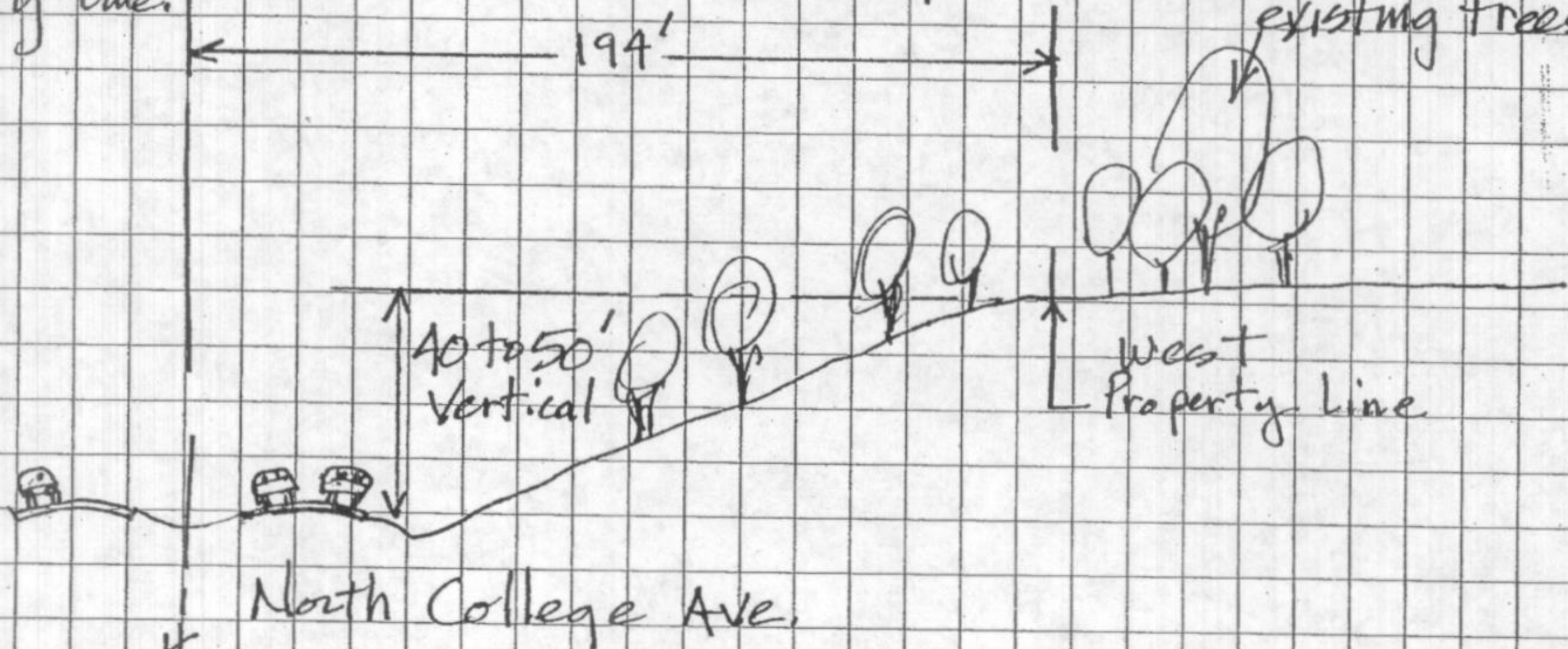
Project: \_\_\_\_\_ Scale: \_\_\_\_\_

Calculated By: C. Green Date: 9/11/06

Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

Subject University Club Condos

Request for waiver of 15ft landscape & trees on west Property line.



We are asking for a waiver of the perimeter landscape requirement. This is an unusual circumstance because the R.O.W. Line is so far removed from the street. Any trees planted along this west perimeter will not appear as street trees & probably will not even be seen by most citizens because they will be over 194 ft. from the road & 40 to 50 ft. above the road.

Also there are many existing trees; oaks, hickories, elms, red buds etc. along this perimeter as evidenced by the Fayetteville GIS aerial photo & site visits.





University Club

CTA # 001231-CC

7/11/00

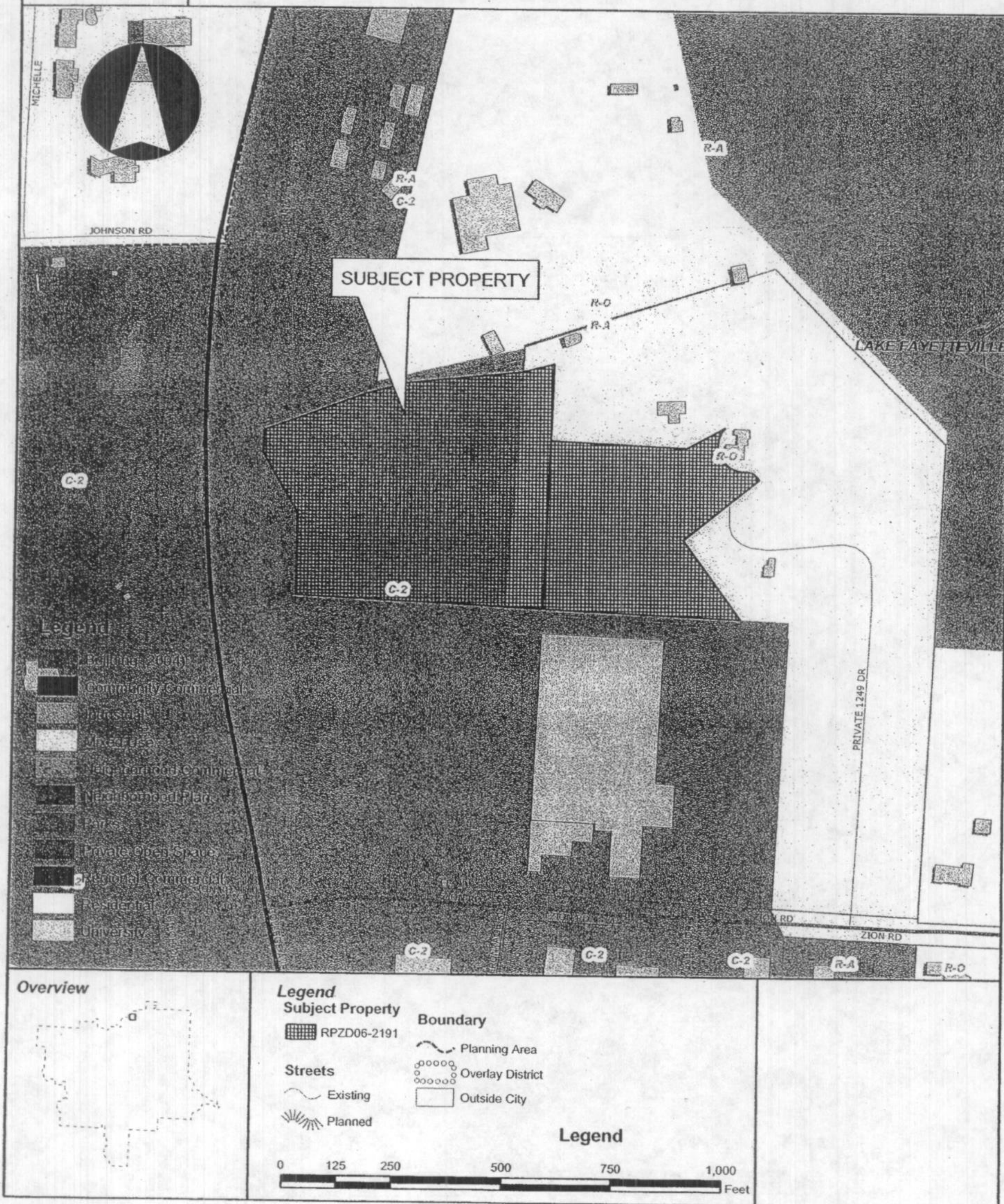
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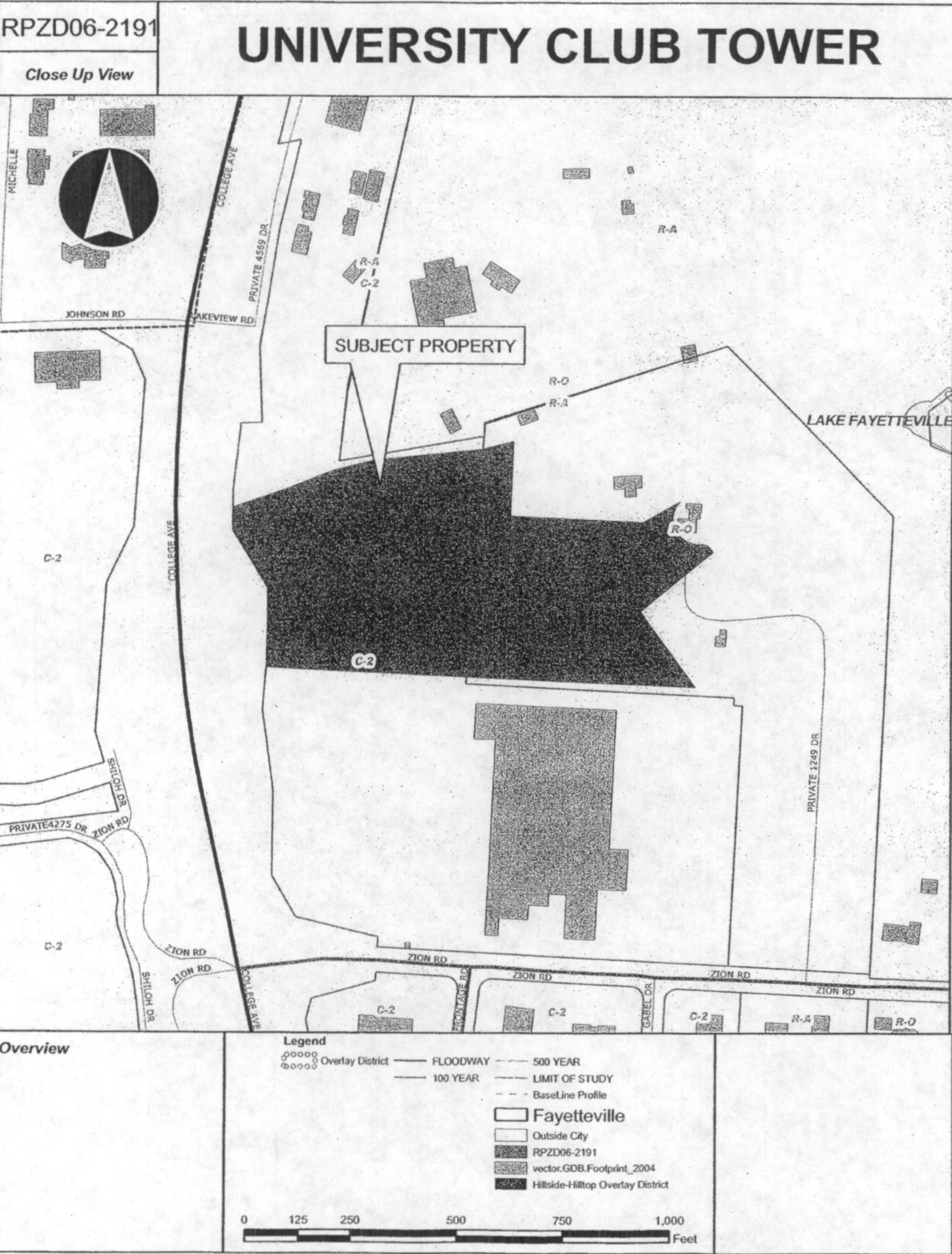
RPZD06-2191

### Future Land Use

# UNIVERSITY CLUB TOWER





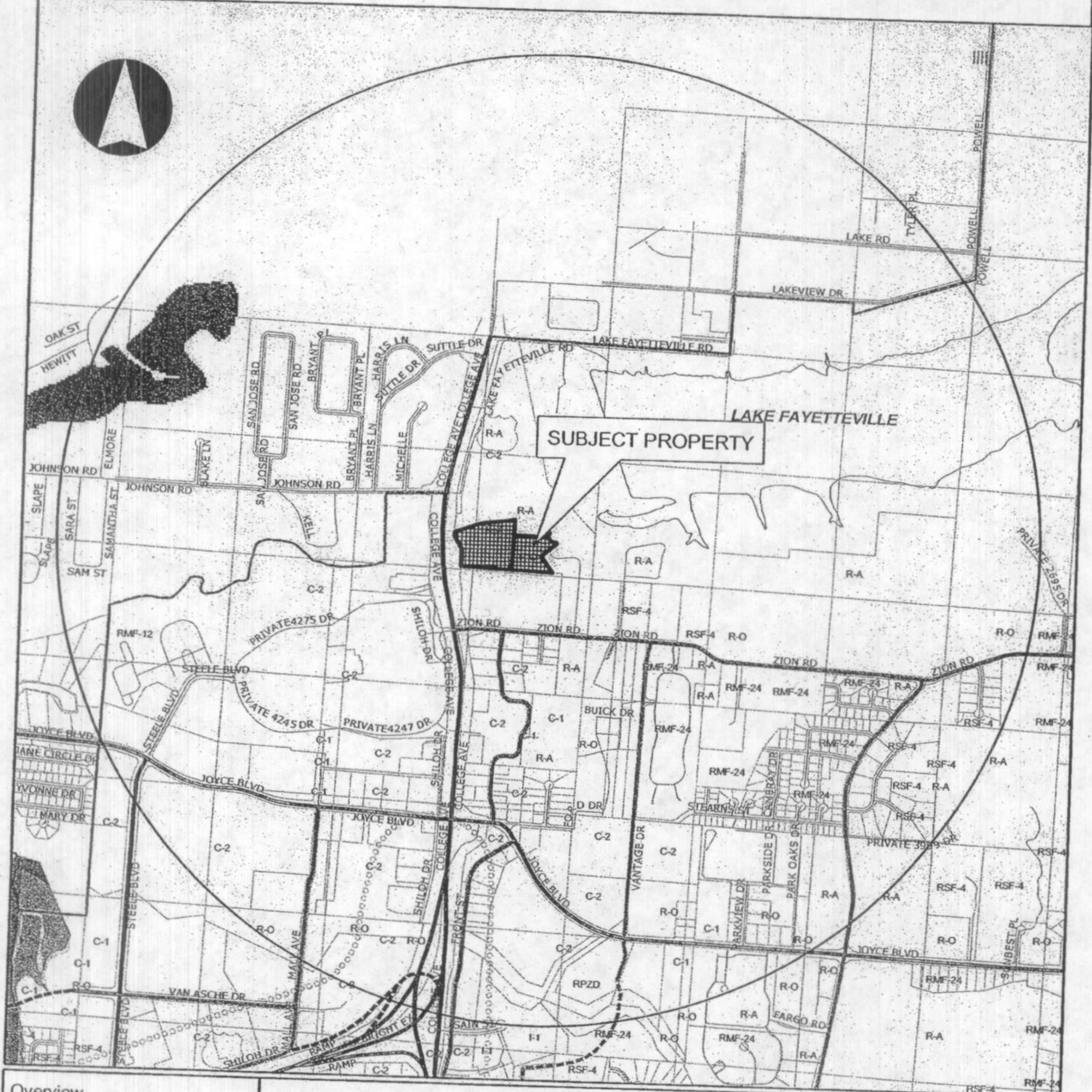




RPZD06-2191

One Mile View

# UNIVERSITY CLUB TOWER



Overview



Legend

Subject Property

RPZD06-2191

Boundary

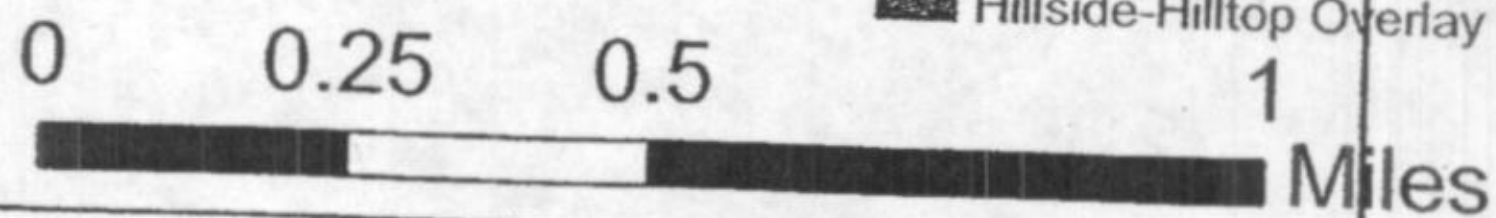
Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District







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

7-Nov-06  
City Council Meeting Date

Jeremy Pate  
Submitted By

Planning  
Division

Operations  
Department

Action Required:

R-PZD 06-2256: Planned Zoning District (932 Garland, 444): Submitted by Architects 226, Inc. for property located at 932 Garland, between Berry and Hughes Street. The property is zoned RMF-40, Residential Multi-Family, 40 units per acre and R-O, Residential Office and contains approximately 0.84 acres. The request is to approve a Master Development Plan - Residential Planned Zoning District with 37 dwelling units and 22,854 s.f. of non-residential use.

|                      |                         |                                 |
|----------------------|-------------------------|---------------------------------|
| \$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

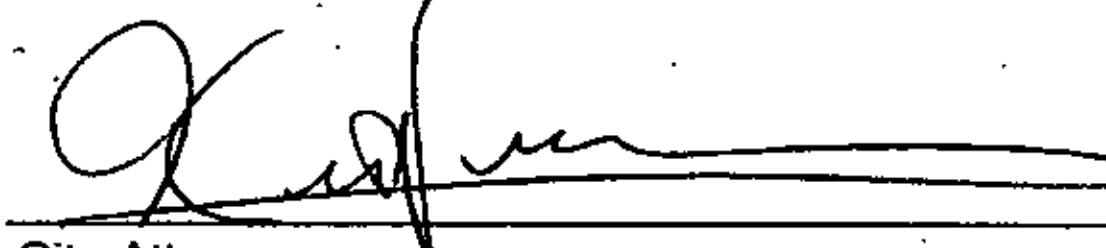
☐

  
Department Director

10-18-06  
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

  
City Attorney

10-18-06  
Date

Original Contract Number: n/a

Paul A. Bech  
Finance and Internal Service Director

10-18-06  
Date

Received in City Clerk's Office



  
Mayor

10/19/06  
Date

Received in Mayor's Office



Comments:

left on the first reading 11/7/06

City Council Meeting of November 7, 2006  
Agenda Item Number

## **CITY COUNCIL AGENDA MEMO**

---

**To:** Mayor and City Council

**Thru:** Gary Dumas, Director of Operations

**From:** Jeremy C. Pate, Director of Current Planning <sup>X</sup>

**Date:** October 11, 2006

**Subject:** Master Development Plan-Residential Planned Zoning District for 932 Garland  
(RPZD 06-2256)

---

### **RECOMMENDATION**

Planning Staff recommends approval of an ordinance creating a Master Development Plan - Residential Planned Zoning District (R-PZD 06-2256) for 932 Garland, based on the Master Development Plan, development standards, and statement of commitments submitted. This action will establish a unique zoning district for a mixed-use project on approximately 0.84 acres. Development approval will not be granted with this request.

### **BACKGROUND**

The applicant requests a rezoning and Master Development Plan approval for a mixed-use project on the property within one (1) planning area. The proposal includes street-level retail/restaurant space along Garland Avenue and office space on the second level for a maximum of 22,854 square feet of non-residential space. A maximum of 37 residential condominiums, totaling 66,227 square feet will be provided above the non-residential floors. This results in a total density of 44.04 dwelling units per acre and an intensity of 27,207 SF of nonresidential space per acre over the entire 0.84 acre site. The parking will be accommodated on-site in a two-level parking garage with access from both Hughes and Berry Streets.

### **DISCUSSION**

The Planning Commission voted 8-0-0 in favor of this request on October 9, 2006. A Planned Zoning District requires City Council approval as it includes zoning and land use approval. Recommended conditions were approved by the Planning Commission and are reflected in the attached staff report.

No public comment was received at the Planning Commission meeting. However, the commissioners stated at the time of development they would expect to see more windows and/or doors on the west elevation at street level. In respect to the building height, commissioners stated that the width of Garland Ave. helped balance the height and mass and the building would be good introduction into the university campus. Commissioners had concerns regarding the view of Old Main from Garland being obstructed by the proposed building. However, it was pointed out by the applicants that Old Main was not visible from this particular part of Garland because of the existing topography.

### **BUDGET IMPACT**

None.



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 06-2256, 932 GARLAND, LOCATED AT 932 GARLAND, BETWEEN BERRY AND HUGHES STREET, CONTAINING APPROXIMATELY 0.84 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN.

**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-40, Residential Multi-Family, 40 units per acre and R-O, Residential Office, to R-PZD 06-2256 as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

**Section 2.** That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council indicated in Exhibit "C" attached hereto and made a part hereof.

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**APPROVED:**

By: \_\_\_\_\_  
**DAN COODY, Mayor**

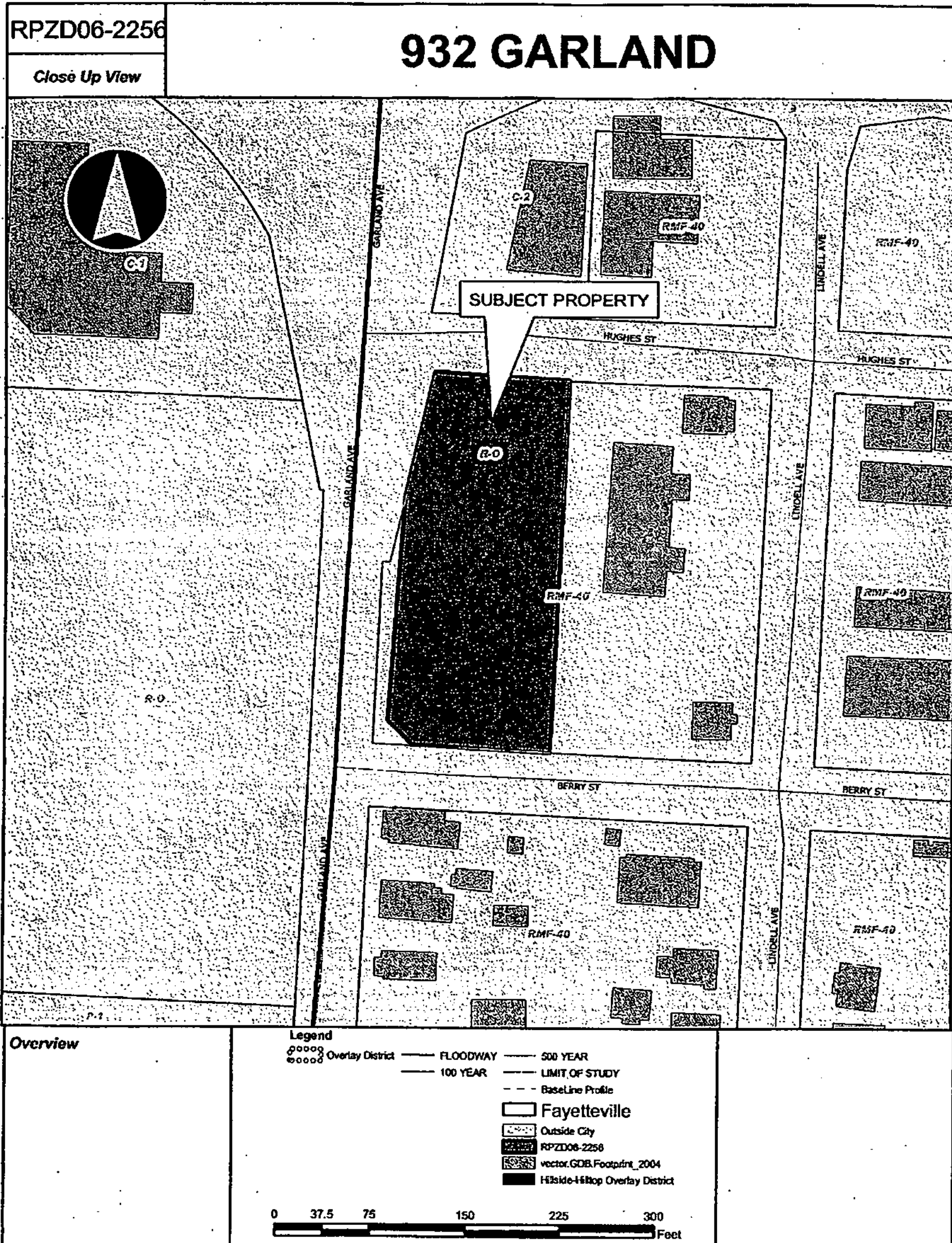
By: \_\_\_\_\_  
**SONDRA SMITH, City Clerk**



**EXHIBIT "A"**  
**R-PZD 06-2256**

A PART OF LOTS NUMBERED SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12), ALL IN BLOCK NUMBERED FIVE (5) OF ROSE HILL ADDITION, AN ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT SEVEN (7), SAID POINT BEING AN EXISTING IRON REBAR; THENCE N86°50'55"W 109.61 FEET ALONG THE SOUTH LINE OF SAID LOT SEVEN (7) TO A SET 1/2" IRON REBAR ON THE EAST RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY #112 (GARLAND AVENUE) AS RELOCATED BY THE ARKANSAS HIGHWAY COMMISSION; THENCE N44°02'02"W ALONG SAID RIGHT-OF-WAY LINE 26.93 FEET TO A SET 1/2" IRON REBAR; THENCE N03°48'11"E ALONG SAID RIGHT-OF-WAY LINE 181.10 FEET TO AN EXISTING IRON REBAR; THENCE N12°43'57"E 101.05 FEET TO AN EXISTING IRON REBAR ON THE NORTH LINE OF SAID LOT TWELVE (12); THENCE LEAVING SAID RIGHT-OF-WAY LINE, S86°43'25"E 107.08 FEET TO AN EXISTING IRON REBAR AT THE NORTHEAST CORNER OF SAID LOT TWELVE (12); THENCE S02°30'00"W 298.81 FEET TO THE POINT OF BEGINNING.

# EXHIBIT "B"



**EXHIBIT "C"**  
**R-PZD 06-2256**

**Conditions of Approval**

1. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council, including the statement of commitments and development standards presented in the project booklet, shall also be binding and enforceable by law.
2. Approval of this Master Development Plan – Planned Zoning District shall not be construed as development approval. Pursuant to city ordinance, all development of the property shall be approved by the Planning Commission through the large scale development and/or subdivision review process. The large scale development shall be evaluated based on the zoning and development criteria established with the Master Development Plan. Circulation, landscaping, tree preservation, design standards, connectivity, infrastructure improvements and other city policies and ordinances remain applicable with the development review process. The conceptual designs proposed are to be used as a template from which detailed plans are produced; however, it is expected that certain items will change, in accordance with the Planned Zoning District ordinance.
3. Zoning and development criteria shall be enforced as approved by the City Council, and currently referenced in the 932 Garland project booklets and on the submitted Master Development Plan plats. Flexibility will be allowed in the development criteria listed in the booklet, but Planning Commission approval of development is required. The approved plans, commitments and standards will be kept on file in the Planning Division, and referenced for subsequent development proposed on the property. All density and intensity information provided is maximum totals for the property.
4. **Signage:** All signage within each Phase of the Master Development Plan shall be permitted in accordance with the current sign regulations at the time of development. More stringent regulations may be placed on tenants within 932 Garland to ensure a cohesive sign program; however, the sign ordinance may not be violated in doing so. Commercial tenants within the project shall be permitted to utilize signage in compliance with commercial zoning districts; all commercial signage shall be placed on the portion of the structure utilized for commercial activities. No signage shall be permitted above the 2<sup>nd</sup> story of the building, as this is residential in use. No pole or pylon signs shall be permitted within the 932 Garland project site.
5. **Phasing:** In order to ensure the proposed Master Development Plan meets all of the goals and criteria set forth, a phasing schedule has been submitted (reference the project booklet). If certain permitting times are not met, the Planned Zoning District approval shall be voided, or extended as allowed by §166 of the UDC. The following development phasing shall be enforced:



**EXHIBIT "C"**  
**R-PZD 06-2256**

The applicant shall be granted one (1) year from the date of Planning Commission approval of the large scale development to receive all permits necessary for development with a one (1) year extension available.

6. Public water and sewer lines shall be extended as required by city ordinance at the time of development. Detailed analysis of the existing water and sewer systems will be required to be submitted with the development submittal.
7. Future development shall comply with at least the minimum design standards for development in the Unified Development Code as adopted at the time of development, including but not limited to landscaping, parking, access, street design, storm water detention, tree preservation, etc. All structures proposed shall be reviewed to ensure appropriate architectural compatibility, compliance with commercial design standards, and/or conformance with the architectural standards and concepts provided with the subject submittal.
8. Overhead awnings, balconies, stairways, stoops and other appurtenances to the primary structure may not extend within the Master Street Plan right-of-way. Allowances shall be at the discretion of the Planning Commission and City Council to ensure safety measures, clearance and other criteria for zoning and development in the Unified Development Code are not compromised.
9. Street improvements at the time of development shall include those determined necessary by the Planning Commission, based upon the development proposed at the time of submittal. Staff will recommend, at minimum, the following:
  - Install curb and gutter along Hughes and Berry Streets as well as storm drainage along Hughes Street. The alley along the east side of the property will be rehabilitated and paved with asphalt, resulting in a 20' width for two-way traffic movements. Additionally, 8' sidewalks will be constructed along Hughes Street, Garland Avenue and Berry Street. The sidewalk along Garland will be partially located outside of the dedicated right-of-way and therefore will be located within a pedestrian access easement. Additional improvements may be required once development plans have been submitted and reviewed in detail.
10. All sidewalks shall meet applicable City and A.D.A. requirements.
11. All development shall meet applicable building codes and other ordinances of the City of Fayetteville.
12. Street lights shall be installed on all abutting streets with a maximum spacing of 300'.
13. Street trees shall be provided pursuant to Chapter 177, Landscape Regulations, pertaining to the provision of urban tree wells in this location. Subject to sight distance limitations, street trees shall be planted along Berry, Hughes and Garland Avenue.



PC Meeting of October 9, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

**PLANNING DIVISION CORRESPONDENCE**

TO: Fayetteville Planning Commission  
FROM: Jesse Fulcher, Current Planner  
Matt Casey, Assistant City Engineer  
THRU: Jeremy Pate, Director of Current Planning  
DATE: October 2, 2006

**MDP R-PZD 06-2256: Residential Planned Zoning District (932 GARLAND):** Submitted by ARCHITECTS 226, INC. for property located at 932 GARLAND, BETWEEN BERRY AND HUGHES STREET. The property is zoned RMF-40, MULTI FAMILY - 40 UNITS/ACRE and contains approximately 0.84 acres. The request is to review a Master Development Plan for a Residential Planned Zoning District with 37 dwelling units and 22,854 s.f. of commercial space.

Property Owner: MANSFIELD PROPERTY MANAGEMENT, LLC.  
Planner: JESSE FULCHER

**Findings:**

*Property Description:* The property consists of several parcels totaling 0.84 acres that is currently developed with single-family homes within the RMF-40, Residential Multi-family zoning district. The property is bounded by Hughes Street to the north, Berry Street to the south, Garland Avenue to the west and a 20' public alley to the east. The property is currently zoned R-O and RMF-40.

*Surrounding Land Use/Zoning:*

| Direction | Land Use                | Zoning |
|-----------|-------------------------|--------|
| North     | Commercial strip center | C-2    |
| South     | Residential             | RMF-40 |
| East      | Residential             | RMF-40 |
| West      | Undeveloped             | R-O    |

*Proposal:* The applicant requests a rezoning and Master Development Plan approval for a mixed-use project on the property within one (1) planning area. The proposal includes street-level retail/restaurant space along Garland Avenue and office space on the second level for a maximum of 22,854 square feet of non-residential space. A maximum of 37 residential condominiums, totaling 66,227 square feet will be provided above the non-residential floors. This results in a total density of 44.04 dwelling units per acre and an intensity of 27,207 SF of



nonresidential space per acre over the entire 0.84 acre site. The parking will be accommodated on-site in a two-level parking garage with access from both Hughes and Berry Streets.

To meet applicable zoning criteria, the proposed Planning Area has to have established bulk and area criteria, setbacks, height, etc. Otherwise the proposal would have to return to the City Council to address these zoning issues with development. The information is provided both in a booklet form, which describes the intent of the Planning Area along with a conceptual drawing, and by way of the larger plat, which gives much of the same technical information, along with the actual Master Development Plan. The building, street, and parking arrangement indicated on the master plan will likely vary somewhat from that which is presented. However, these issues can be resolved with the development review of the project and additional City Council action, if needed. At this step in the process it is important to make the policy decision of whether the zoning is appropriate and compatible to this area, given the proposed Master Development Plan, statement of commitments, and development standards.

*Process:* The purpose of the subject request is for a rezoning approval in order to secure entitlement for the property with a concept for a variety of uses and infrastructure improvements to support the community. Approval of the Master Development Plan Planned Zoning District would effectively rezone the property based on the conceptual plans and information provided in the booklets. However, it does not give development approval. The applicant is required to return through the large scale development process in order for the Planning Commission to confirm that the development plans presented are compliant with the zoning and Master Development Plans approved by the City Council.

Bulk and area criteria, while usually provided within the staff report, have been provided in duplicate by the applicant. The project booklet provided gives the zoning criteria in detail, as do the Master Development Plans. Please reference this provided material for more information. The booklet and plats presented are binding once approved, by ordinance.

*Water & Sewer:* Water and sewer lines are currently available in the area, and will be designed and constructed in accordance with city specifications to serve the development.

*Access:* Access to the site is provided from Garland Avenue, Berry Street, Hughes Street and a mid-block alley. No vehicular access is to be provided directly from Garland Avenue. Sidewalks will be improved in the area to provide pedestrian access.

*Adjacent Master Street Plan Streets:* Garland Avenue (Principal Arterial), Berry Street (Local Street), Hughes Street (Local Street)

*Street Improvements:* The developer is proposing to install curb and gutter along Hughes and Berry Streets as well as storm drainage along Hughes Street. The alley along the east side of the property will be rehabilitated and paved with asphalt, resulting in a 20' width for two-way traffic movements. Additionally, the applicant proposes 8' sidewalks along Hughes Street and Garland Avenue and a 4' sidewalk along Berry Street. The sidewalk along Garland will be partially located outside of the dedicated right-of-way and therefore will be located within a pedestrian access easement. Recommendations for additional improvements may be required once

development plans have been submitted and reviewed, based upon the actual development proposal submitted.

*Tree Preservation:* Tree preservation requirements will be assessed at the time of large scale development. By ordinance, staff will require preservation of tree canopy on-site unless supportive information is provided as to why on-site preservation requirements can not be met. Supportive information could include a tree inventory provided by a certified arborist assessing all existing tree canopy.

*Parks:* The Parks and Recreation Advisory Board reviewed this project on August 17, 2006 and recommended accepting money-in-lieu to satisfy the Park Land Dedication Ordinance requirement. Based on the number of units proposed at this time (37, less a credit for five existing homes), \$20,360.00 would be required. Actual numbers will be generated at the time of development.

*Public Comment:* Staff has not received any public opposition to the project. The applicant did present the plans at a Ward 4 meeting with City Council representatives and citizens for input.

*Phasing:* The development of the 932 Garland project is anticipated to occur over the next 1-4 years. A phasing schedule has been provided within the project booklet, identifying the anticipated construction time frame. Upon Large Scale Development approval, the estimated time frame will be 9-12 months for pre-construction work and 18-20 months for construction. The standard one-year time frame with a one-year extension available for typical large scale developments is adequate, pursuant to City codes.

**Recommendation:** Staff recommends forwarding a recommendation of approval of the Master Development Plan – Planned Zoning District for 932 Garland (R-PZD 06-2256) to the City Council, with the following conditions:

**Conditions of Approval:**

1. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council, including the statement of commitments and development standards presented in the project booklet, shall also be binding and enforceable by law.
2. Approval of this Master Development Plan – Planned Zoning District shall not be construed as development approval. Pursuant to city ordinance, all development of the property shall be approved by the Planning Commission through the large scale development and/or subdivision review process. The large scale development shall be evaluated based on the zoning and development criteria established with the Master Development Plan. Circulation, landscaping, tree preservation, design standards, connectivity, infrastructure improvements and other city policies and ordinances remain applicable with the development review process. The conceptual designs proposed are

to be used as a template from which detailed plans are produced; however, it is expected that certain items will change, in accordance with the Planned Zoning District ordinance.

3. Zoning and development criteria shall be enforced as approved by the City Council, and currently referenced in the 932 Garland project booklets and on the submitted Master Development Plan plats. Flexibility will be allowed in the development criteria listed in the booklet, but Planning Commission approval of development is required. The approved plans, commitments and standards will be kept on file in the Planning Division, and referenced for subsequent development proposed on the property. All density and intensity information provided is maximum totals for the property.
4. **Signage:** All signage within each Phase of the Master Development Plan shall be permitted in accordance with the current sign regulations at the time of development. More stringent regulations may be placed on tenants within 932 Garland to ensure a cohesive sign program; however, the sign ordinance may not be violated in doing so. Commercial tenants within the project shall be permitted to utilize signage in compliance with commercial zoning districts; all commercial signage shall be placed on the portion of the structure utilized for commercial activities. No signage shall be permitted above the 2<sup>nd</sup> story of the building, as this is residential in use. No pole or pylon signs shall be permitted within the 932 Garland project site.
5. **Phasing:** In order to ensure the proposed Master Development Plan meets all of the goals and criteria set forth, a phasing schedule has been submitted (reference the project booklet). If certain permitting times are not met, the Planned Zoning District approval shall be voided, or extended as allowed by §166 of the UDC. The following development phasing shall be enforced:
  - The applicant shall be granted one (1) year from the date of Planning Commission approval of the large scale development to receive all permits necessary for development of the Phase with a one (1) year extension available.
6. Public water and sewer lines shall be extended as required by city ordinance at the time of development. Detailed analysis of the existing water and sewer systems will be required to be submitted with the development submittal.
7. Future development shall comply with at least the minimum design standards for development in the Unified Development Code as adopted at the time of development, including but not limited to landscaping, parking, access, street design, stormwater detention, tree preservation, etc. All structures proposed shall be reviewed to ensure appropriate architectural compatibility, compliance with commercial design standards, and/or conformance with the architectural standards and concepts provided with the subject submittal.
8. Overhead awnings, balconies, stairways, stoops and other appurtenances to the primary structure may not extend within the Master Street Plan right-of-way. Allowances shall



be at the discretion of the Planning Commission and City Council to ensure safety measures, clearance and other criteria for zoning and development in the Unified Development Code are not compromised.

9. Street improvements at the time of development shall include those determined necessary by the Planning Commission, based upon the development proposed at the time of submittal. Staff will recommend, at minimum, the following:
  - Install curb and gutter along Hughes and Berry Streets as well as storm drainage along Hughes Street. The alley along the east side of the property will be rehabilitated and paved with asphalt, resulting in a 20' width for two-way traffic movements. Additionally, 8' sidewalks will be constructed along Hughes Street, Garland Avenue and Berry Street. The sidewalk along Garland will be partially located outside of the dedicated right-of-way and therefore will be located within a pedestrian access easement. Additional improvements may be required once development plans have been submitted and reviewed in detail.
10. All sidewalks shall meet applicable City and A.D.A. requirements.
11. All development shall meet applicable building codes and other ordinances of the City of Fayetteville.
12. Street lights shall be installed on all abutting streets with a maximum spacing of 300'.
13. Street trees shall be provided pursuant to Chapter 177, Landscape Regulations, pertaining to the provision of urban tree wells in this location. Subject to sight distance limitations, street trees shall be planted along Berry, Hughes and Garland Avenue.

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**PLANNING COMMISSION ACTION:** Required      YES

Planning Commission Action:      ☒ Forwarded      ☐ Denied      ☐ Tabled  
Motion:                              Graves  
Second:                             Clark  
Vote:                                 8-0-0  
Meeting Date:                   October 9, 2006

Comments: *The Planning Commission made the following comments:*

- *More windows or doors were recommended for the west elevation at street level, to create a more "inviting" experience at the pedestrian level.*
- *The width of Garland helped balance the height of the structure.*
- *Removal of the existing curb-cuts was an improvement to the site.*
- *Recommended utilizing the same tree species as the University used for the boulevard section.*
- *Height at the northeast corner of the property was a concern.*
- *View of Old Main from Garland.*
- *Good introduction into campus.*



**CITY COUNCIL ACTION:**

Required YES

City Council Action:

☐ Approved ☐ Denied ☐ Tabled

Motion:

Second:

Vote:

Meeting Date:

November 7, 2006

Comments:

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The "CONDITIONS OF APPROVAL", stated in this report, are accepted in total without exception by the entity requesting approval of this rezoning/master development plan item.

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By

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Date



**Findings associated with MDP R-PZD 06-2256 (932 Garland)**

**Sec. 166.06. Planned Zoning Districts (PZD).**

***(E) Approval or Rejection Criteria for Planned Zoning Districts***

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

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2025;

**FINDING:** Staff finds the application to be in substantial compliance with the Master Development Plan Planned Zoning District criteria established by the City Council. In review of the City Plan 2025, the application provides for a mixture of residential, office, commercial and mixed uses, which will provide future residents with job opportunities nearby and contribute to transportation goals by reducing dependency on car trips. The proposal is an intense development within an appropriate infill sector of the city, which promotes mixed uses to promote better community design, while maintaining human scale and greatly enhancing pedestrian activity near a center of pedestrian movement, the University of Arkansas.

- (2) Whether the application is in compliance with all applicable statutory provisions;

**FINDING:** The application has been reviewed and found to be compliant with applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

**FINDING:** The impact of the rezoning and subsequent development would require the provision of public facilities, at the cost of the developer. Without improvements to existing infrastructure, the proposal would certainly adversely affect public facilities and services. However, as indicated in the submittal and the staff report, certain measures are to be taken to ensure adequate infrastructure improvements are made by the developer to ensure the level of service does not decline due to the proposed development. Examples of this include requirements for the installation of curb, gutter, sidewalks and storm drainage. Fire and police have responded accordingly.

- (4) Whether the rezoning is compatible with the surrounding land uses;

**FINDING:** The rezoning request, combined with the Master Development Plan, creates a mixture of commercial, office, retail/restaurant and residential uses. Commercial land uses currently exist to the north and northwest, with undeveloped, Residential Office zoned property to the west across Garland Avenue. Many multi-family dwellings are located to the east of the property. Leverett Elementary School and various structures containing

student housing, offices, health centers, etc. are located nearby, in conjunction with the University of Arkansas. The highest elevations of the building are shifted to the west and north of the site in response to the institutional character of the nearby university buildings and commercial structures located at the intersection of Garland Avenue and Wedington Drive. This enables the scale of the building to step down considerably to the east and south in deference to the residential scale of the adjacent properties. Ultimately, the bulk of the building height is located along the non-residential edge of the site to allow for an appropriate transition between the subject development and the existing multi-family structures to the east.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

**FINDING:** The subject property is comprised of several, developed residential properties with little remaining undisturbed areas. Additionally, the design incorporates the slope and topography of the property to limit the visual impact from surrounding areas, and to create structured parking that works with the existing slope.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

**FINDING:** Based on staff findings and the attached Fayetteville Police Department report, the proposed rezoning would not create or appreciable increase traffic congestion in the area, or burden the existing road network. The property is served by Garland Avenue, a Principal Arterial, along with two other Local Streets, Berry and Hughes, as avenues to disperse traffic. Additionally, with redevelopment of the site, multiple curb-cuts will be removed from the site perimeter. Garland Avenue in the immediate vicinity has recently been improved to a boulevard cross-section, which controls traffic movement in the area.

- (7) Whether the planned development provides for unified development control under a unified plan;

**FINDING:** A plan and project booklet has been submitted, recognizing the zoning and development criteria required of a Master Development Plan submittal. Typical architectural elevations, materials and design standards are called out, in order to describe the appearance of the community once constructed.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

**FINDING:** Staff finds that in review of the requested rezoning, the Master Development Plan proposed does not violate recognized zoning considerations, as found below.

- (J) *Development standards, conditions and review guidelines*

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

**FINDING:** The proposed Planned Zoning District has been reviewed in light of all applicable development and zoning ordinances. At this time, the Master Development Plan sets out the basic guidelines, development and zoning criteria, commitments offered by the applicant and those recommended by staff, and design standards to ensure the proposal will achieve a high level of compatibility with adjacent properties. While a shift in land uses from its current single use to one of mixed use, staff finds that the proposal herein does incorporate an acceptable level of compatibility, and development features further the health, safety, amenity and welfare of the community. Density, maximum dwelling units and maximum intensity (non-residential square feet) have been addressed for the proposed planning area; circulation is achieved via public streets, with an emphasis on a traditional urban design, allowing pedestrians freedom of movement; parking, screening, signage, and landscaping are all proposed to meet City of Fayetteville standards, allowing for a project that enhances the neighborhood.

- (2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

**FINDING:** Screening is not required at this time; with development of the site, all applicable development criteria will be applied for appropriate landscaping, screening and buffering of parking areas and objectionable uses. This includes street tree plantings along all public streets, in appropriately sized greenspace areas or within urban tree wells.

- (3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

- (a) The adequacy of both the internal and external street systems shall be reviewed in



light of the projected future traffic volumes.

- (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
- (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.
- (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.
- (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.
- (f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

**FINDING:** Ingress and egress to the property will be provided via three (3) existing public streets and an alley which will be improved to provide a 20' paved surface. Sidewalks will be constructed along all three public streets, providing areas for pedestrian activity and movement, separate from vehicular traffic. Ingress and egress will be evaluated in detail for all public services at the time of development.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

**FINDING:** The project does not comply with the standard minimum parking requirements for the uses proposed. Based on the square footage for office, retail, restaurant and residential, 132 parking spaces will be required with the 30% allowable reduction. The applicants are proposing to provide 128 parking spaces within the mixed use development, and a mixed-use parking chart has been provided in the booklet to demonstrate this shared use.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

**FINDING:** Greenspace areas have not been provided pursuant to standard ordinance requirements, however a 25' greenspace is being provided between the proposed sidewalk and Garland Avenue. This greenspace will not only provide a buffer between pedestrians



and vehicular traffic, but also allow "green" zone for public benefit. This project is subject to the requirements of Chapter 177, Landscape Regulations, and shall provide street tree plantings in appropriately sized greenspace areas, or within urban tree wells, subject to approval by the Urban Forester.

(6) *Sidewalks.* As required by §166.03.

**FINDING:** Sidewalks and other pedestrian connections will be evaluated at the time of development to ensure compliance. Wider sidewalks (8'-10') may be required for urban tree well conditions; a minimum width of 6' is required for all sidewalks on this mixed-use project, if the greenspace option is utilized.

(7) *Street Lights.* As required by §166.03.

**FINDING:** Street lights will be required at the time of development along all public streets (Berry, Hughes, Garland), with a maximum spacing of 300'.

(8) *Water.* As required by §166.03.

**FINDING:** Public water will be provided to the project site, pursuant to city code and may include looping/connecting to other water lines to adequately maintain the water system in the area.

(9) *Sewer.* As required by §166.03.

**FINDING:** Public sewer will be provided to the project site, pursuant to city code.

(10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

(a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

(b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

(i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.

(ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.

(iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical



Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.

- (iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.
- (v) The plat of the planned development shall designate each private street as a "private street."
- (vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.
- (vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.
- (viii) The width of private streets may vary according to the density served. The following standard shall be used:

**Paving Width**  
(No On-Street Parking)

| Dwelling Units | One-Way | Two-Way |
|----------------|---------|---------|
| 1 - 20         | 14'     | 22'     |
| 21+            | 14'     | 24'     |

**\*Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

- (ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.
- (x) There shall be no minimum building setback requirement from a private street.
- (xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

**FINDING:** All public and private streets/drives shall conform to city standards, which have been indicated in the submitted statement of commitments. The Planned Zoning District process allows an applicant to propose alternative street cross-sections, sidewalk width and location, etc., all at the discretion and with the approval of the Planning Commission. Public and Private streets shall not be gated, unless permitted by express approval from the City Council.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

**FINDING:** N/A

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

**FINDING:** Tree preservation requirements will be assessed at the time of large scale development. Staff will not support the removal of all on-site canopy unless supportive information is provided as to why on-site preservation requirements can not be met. At the time of development, staff would recommend a tree inventory provided by a certified arborist assessing all existing tree canopy.

- (13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

**FINDING:** All office and commercial components of the building shall be evaluated as set forth in the code, at the time of development. Though strict adherence is not essential, submitted concept drawings will be utilized as templates for the future buildings.

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

**FINDING:** The project site sits well below the peak elevation of Rose Hill and therefore no significant views to the south should be affected by the building proposal. Views to the north and west are currently obstructed by existing vegetation and topographical changes. As the area section indicates, Old Main and many university structures are sited well above the project.

(E) *Revocation.*

- (1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

- (a) *Building permit.* If no building permit has been issued within the time allowed.
- (b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.
- (c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.

- (3) *Effect.* In the event of revocation, any completed portions of the development or those



portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

*(F) Covenants, trusts and homeowner associations.*

- (1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.
- (2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:
  - (a) The homeowner's association must be legally established before building permits are granted.
  - (b) Membership and fees must be mandatory for each home buyer and successive buyer.
  - (c) The open space restrictions must be permanent, rather than for a period of years.
  - (d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.
  - (e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property.

**FINDING:** The applicant shall comply with the above requirements, as part of the Planned Zoning District ordinance.

**Sec. 161.25 Planned Zoning District**

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(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) Compatibility. Providing for compatibility with the surrounding land uses.
- (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) No negative impact. Does not have a negative effect upon the future development of the area;
- (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

**FINDING:** The subject R-PZD is an adaptive reuse of existing property. The mixed-use components of the project, along with overall architectural and development principles utilized in the site planning, allow for a transition from the commercial nature of North



Street and the primarily residential nature of the Rose Hill neighborhood to the east. Harmony and compatibility are achieved by stepping down the building massing on the east side, respecting the scale of the multi-family apartments nearby, while also providing a greenway along Garland that will compliment the current boulevard landscaping. Additionally, the commercial uses are pushed towards the street edge of Garland Avenue, affording a separation between the existing residential uses to the east. A positive impact on adjoining properties should be achieved, enhancing the health, safety and welfare of the surrounding community. The project is consistent with many of the guiding policies of the City Plan 2025, including a revitalization effort through an infill strategy that discourages urban sprawl, while encouraging traditional urban life and pedestrian activity near centers of immense activity. Current development ordinances, including Tree Preservation, landscaping and design standards, enable more developments to be visually compatible than before.

The following guiding policies within Residential Areas are applicable to this development, and help to achieve the nine primary goals of the City Plan 2025:

**Residential Areas:**

*12.1.4.a Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods. (Goal 3)*

*12.1.4.d Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.*

*12.1.4.e Utilize more intense development patterns within the infill sector and encourage mixed uses in new developments to promote better community design, maintain human scale, and enhance pedestrian activity. (Goal 1)*

*12.1.4.f Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services. (Goals 1g and 3)*

*12.1.4.g Encourage residential dwellings in appropriate specified Mixed Use Areas. (Goals 1 and 3)*

*12.1.4.h Encourage a development scale to maintain compatibility and proportionality between nonresidential development and adjacent residential areas. (Goal 3a)*

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

**FINDING:** The subject described real property is proposed to be rezoned to R-PZD 06-2256, with one (1) unique Planning Area. The development standards, statement of commitments and Master Development Plan approved shall be adopted with the rezoning.

(C) *R – PZD, Residential Planned Zoning District.*

(1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

- (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's General Plan and the orderly development of the city.
- (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
- (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
- (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
- (e) To encourage the efficient use of those public facilities required in connection with new residential development.

**FINDING:** The subject R-PZD meets the purpose and intent by providing a mixed-use development on a site that is generally prohibitive for redevelopment in this location, given the parameters of the existing zoning designation and topographical challenges. The project allows for a transition between the commercial development to the north and the residential areas to the east. The extensive development of public facilities to serve this property is not needed, for the project is surrounded by developed property and installed infrastructure. Instead, needed improvements to surrounding infrastructure, including curb and gutter, storm drains, sidewalks, landscaping, and the relocation of overhead lines underground will provide an amenity to the surrounding community.

(2) *Permitted Uses.* 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) *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.

**FINDING:** See Zoning Criteria Chart within the project booklet provided by the applicant for the uses permitted by right and by conditional use in each Planning Area as proposed by the applicant. This project booklet, if approved, will remain on file in the Planning Division for comparison to future development on the property. Uses proposed have been evaluated and found to be reasonably compatible in adjacency to other uses.

- (4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

**FINDING:** The majority of development (approximately 75%) within the proposed Master Development Plan is slated for residential use. (66,227 sq. ft. of residential) (22,854 sq. ft. of non-residential)

(F) *Bulk and area regulations*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:

- (a) The densities of surrounding development;
- (b) the densities allowed under the current zoning;
- (c) the urban development goals and other policies of the city's General Plan;
- (d) the topography and character of the natural environment; and
- (e) the impact of a given density on the specific site and adjacent properties.

**FINDING:** The property is located at the edge of the Rose Hill neighborhood, which is composed of all types of residential uses within the RMF-40 zoning district; however properties to the north are exclusively commercial. The proposal is for 44 units/acres, which is consistent with adjacent zoning.

- (2) *Lot area and setback 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.

**FINDING:** Setbacks are varied on this project to allow for the nonresidential uses to be shifted to the north and west of the site, while also allowing the scale of the project to step down to the east and south in deference to the residential scale of the adjacent properties.



- (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.

**FINDING:** A building height limit of 122' from the lowest point on the site has been established with the proposed R-PZD. Currently there is no height limitation in the RMF-40 zoning district, however any building which exceeds the height of 20' shall be set back from any side boundary line an additional distance of 1' for each 1' of height in excess of 20'. The current height proposal under the RMF-40 zoning district would result in a side setback of 110' from the east property line (not possible on this property). Other than the northern portion of the structure, which faces the commercial properties to the north, the bulk of the building sits approximately 70' from the western edge of the alley. This is accomplished by pushing the building envelop up to the street right-of-way along Garland Avenue, resulting in a significant step down as the building approaches the multi-family development to the east. There are many multi-story structures in the area, both on Garland Avenue and in the surrounding neighborhood. They consist of the University of Arkansas Quad, existing 8-9 story residential dormitories, 3-4 story multi-family structures, etc. Staff finds that adequate light and air are afforded to adjacent properties with this proposal, and that the cohesive design does not denude 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.

**FINDING:** The lot coverage is comparable to that which is allowed for a large scale development, whether commercial or residential.

**\*Required Findings for Rezoning Request.**

**LAND USE PLAN:** The City Plan 2025 Interim Future Land Use Plan designates this site as a Residential Area. Rezoning this property to R-PZD 06-2256, with the associated Master Development Plan, varies this future land use to a mixed use, though the principal use on the property will remain residential. The proposed plan, commitments, design standards and other conditions placed upon the project result in a compatible development with surrounding land uses in the general vicinity, meeting many of the goals of the General Plan 2020 for new development.

**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 to a great degree consistent with many of the principles and policies in place. The policies encouraged by the City Plan 2025 call for new residential areas accessible to roadways, alternative transportation modes, community amenities, schools, infrastructure and retail and commercial goods and services; encourage residential dwellings in appropriate specified mixed use areas, while encouraging development scale to maintain compatibility and proportionality between nonresidential development and adjacent residential areas. This project meets all of these goals, and creates an internal transition of land uses that attempt to address adjacent land uses.

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

**Finding:** The proposed zoning is needed in order to develop a dense, mixed use, urban project that is in harmony with the guiding policies of the City Plan 2025, yet considerate to the existing residential properties located in the immediate vicinity.

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

**Finding:** Based on staff findings and the attached Fayetteville Police Department report, the proposed rezoning would not create or appreciable increase traffic danger and congestion in the area. The property is served by Garland Avenue, a Principal Arterial, along with two other Local Streets, Berry and Hughes, as avenues to disperse traffic.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding:** Based on findings from public service providers, as outlined below, an undesirable increase in load on public services would not be created.

**Engineering:** Public water is adjacent to the site. There is an 8" waterline along both Hughes Street and Garland Avenue. Water service will need to be extended within the property and looped through the development at the time of development.

Sanitary sewer is available on the site. There is an 8" sewer main along the



east property line of this site. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended within the property at the time of development.

The site has access to Garland Avenue, via Berry and Hughes Streets. Garland is an improved 4-lane boulevard with an 8' sidewalk proposed with this development. Berry and Hughes Streets are two-lane paved roadways with no curb and gutter or storm drains. Sidewalks, curb and gutter and storm drains are proposed with this development.

**Police:** It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter population density and will not create an undesirable increase on police services.

**Fire:** The subject property is located approximately 0.25 miles from the Fire Station No. 2. Response time to the property is 1.5 minutes. There are no adverse impacts on call volume or response time anticipated.

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



THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: (479) 444-3470

**PARKS AND RECREATION DIVISION CORRESPONDENCE**

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To: HGM Consultants Inc

From: Sarah K. Patterson, Urban Forester

Date: October 4, 2006

Subject: Planning Commission Review Comments

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**ITEM #: PZD 06-2256: Planned Zoning District (Mansfield)**

**TREE PRESERVATION PLAN**

1. When this PZD enters the process for construction plan approval all requirements of Chapter 167 shall be met. This should include but not be limited to:
  - ❖ Tree Preservation and Grading Plan
  - ❖ Tree inventory of all significant trees include species, diameter at breast height, condition, priority, and canopy spread in square feet
  - ❖ Tree canopy calculations including existing canopy, preserved canopy, and removed canopy.



# FAYETTEVILLE

C. 2  
R-PZD 06-2256, 932 Garland  
Page 31 of 38

THE CITY OF FAYETTEVILLE, ARKANSAS

POLICE DEPARTMENT

October 2, 2006

Jeremy Pate  
Zoning and Development Director  
City of Fayetteville  
113 W. Mountain  
Fayetteville AR 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Planned Zoning District R-PZD 06-2256: Planned Zoning District (MANSFIELD, 444): Submitted by YUME AND RUSSELL RUDZINKI for property located at 932 GARLAND, BETWEEN BERRY AND HUGHES STREET would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion.

It is the opinion of the Fayetteville Police Department that this planned zoning district will not create an undesirable increase in the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

~~In reference to R-PZD 06-2213: Planned Zoning District (SUNBRIDGE VILLAS, 200): Submitted by PROJECT DESIGN CONSULTANTS, INC. for property located at NW OF SUNBRIDGE DRIVE AND VILLA BLVD, VILLAGE PARK~~

It is the opinion of the Fayetteville Police Department that this planned zoning district will not create an undesirable increase in the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

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

Captain William Brown  
Fayetteville Police Department





# Fayetteville Fire Department

## MEMO

**To:** Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher  
**Thru:** Chief Tony Johnson  
Asst Chief Bud Thompson  
**From:** Captain Dale Riggins  
**Date:** October 4, 2006  
**Re:** October 2, 2006 Zoning Review – Fire Department Comments

### **R-PZD06-2256 (Mansfield)**

These .84 acres are covered by Engine 2 at 708 N Garland.

It is .25 miles from the station with an expected response time of 1.5 minutes.

The Fire Department anticipates 8 (5 EMS – 3 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 at 1760 gpm.

The service impact of the 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.

### **R-PZD06-2213 (Sunbridge Estates)**

These 20.97 acres are covered by Engine 4 and Ladder 4 at 3385 N Mainview.

It is 2.2 miles from the station with an expected response time of 6 minutes.

The Fire Department anticipates 18 (23 EMS – 15 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.

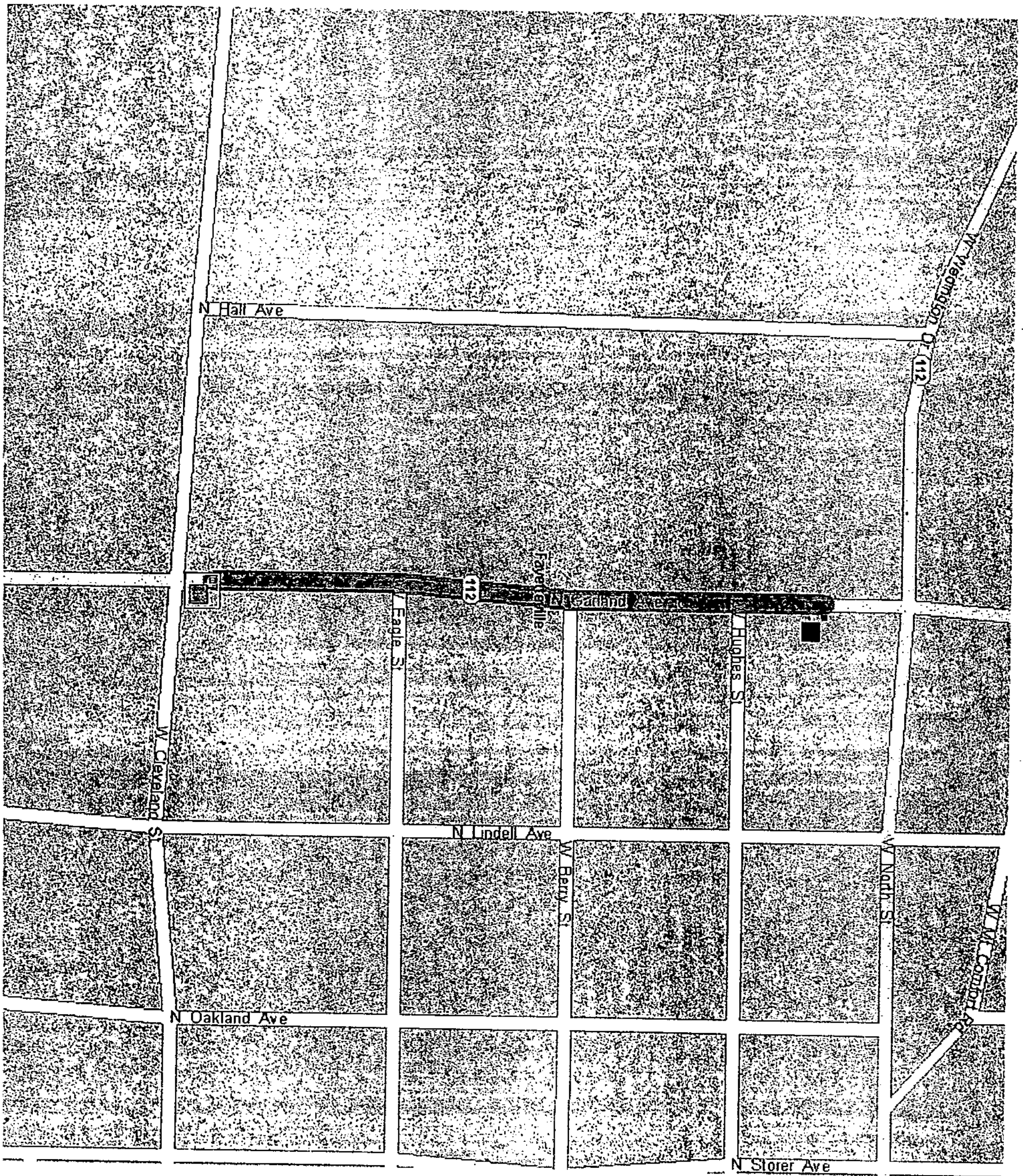
There is no recorded Measured Hydrant Flow in this area.

The service impact of the 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.

**Feel free to contact me with any questions you may have about these comments.**

**Captain Dale Riggins  
Fayetteville Fire Department**







**ADJOINING PROPERTY OWNERS NOTIFICATION  
OF UPCOMING PUBLIC HEARING**

Today's Date: 09/19/06

To: PAUL & MARY DAWN BLAIR

**APPLICANT/REPRESENTATIVE CONTACT INFO:**

Name: Yume Rudzinski (Architects 226)

Address: 70 N. College Ave., Suite. 1 Fayetteville, Arkansas 72701

Phone/Email: 479-251-1085 yume@a226.com

**PROJECT DESCRIPTION:** The project is on .84 acre located at 932 Garland Ave. The program consists of a single mixed-use structure containing street-level retail along Garland Avenue, rental office space on the second level, and thirty-seven residential condominiums above. The parking will be accommodated on site in a two-level parking garage with access from both Hughes and Berry Streets. The design is directed toward professionals, university professors and families who are attracted to a modern, maintenance-free housing option with ready access to the University and other Fayetteville amenities.

Subdivision Committee Meeting: Thursday, Sept. 28<sup>th</sup>, 9:00 am  
Fayetteville City Administration Building  
113 W. Mountain Street, Room 219

Planning Commission Meeting: Monday, Oct. 9<sup>th</sup>, 5:30 pm  
Fayetteville City Administration Building  
113 W. Mountain Street, Room 219

**ADJOINING PROPERTY OWNERS COMMENTS**

(Return Comments to City of Fayetteville Planning Division in Stamped Enclosed Envelope)

☐ I have been notified of the above meetings for the described project.

☒ I do not object to the project described above.

☐ I do object to the project described above because:

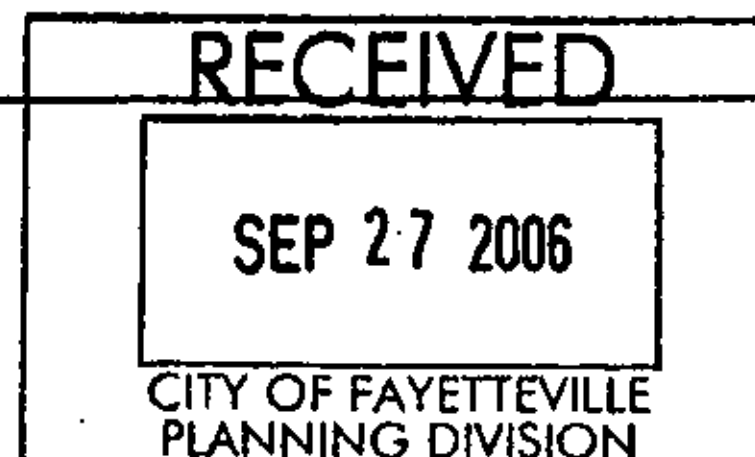
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\_\_\_\_\_  
\_\_\_\_\_

Paul Blair  
Name of Property Owner (Printed)

820 N. Garland Fayetteville, AR 72701  
Address of Property Owner

Paul Blair  
Signature of Property Owner

932 GARLAND  
Project Name



**used prior**

**health center:**

**the quest**

**piis** **ztoq**

## Elementary

932 garland

**sduey**

1440

1440

1440

1440

1420

1400

1380

1360

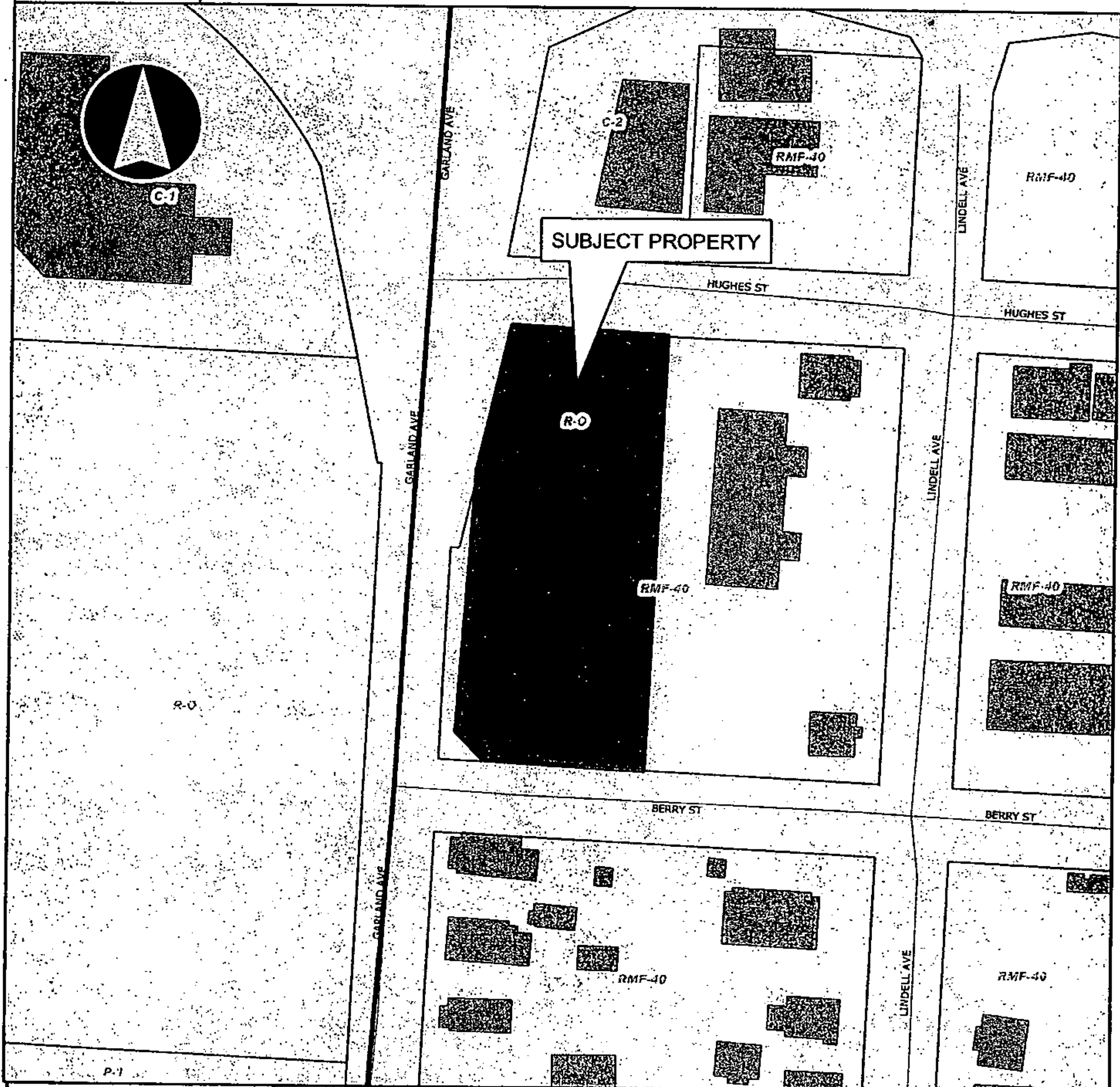
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RPZD06-2256

Close Up View

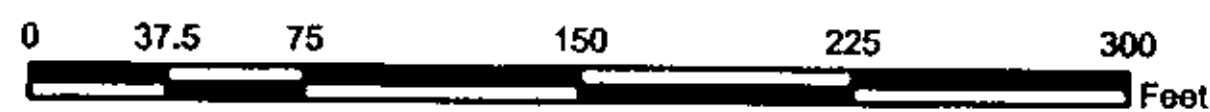
# 932 GARLAND



Overview

## Legend

- ooooo Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- - - BaseLine Profile
- Fayetteville
- Outside City
- RPZD06-2256
- vector.GDB.Footprint\_2004
- Hillside-Hilltop Overlay District





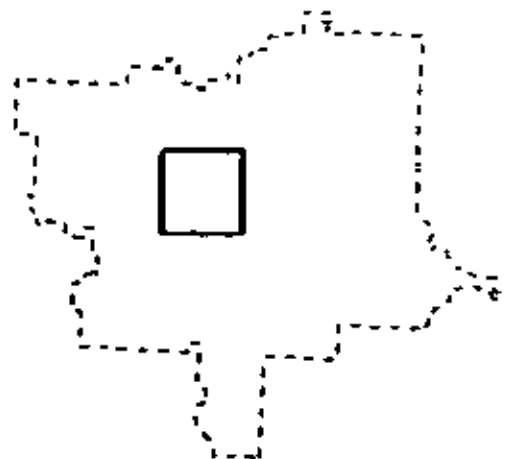
RPZD06-2256

One Mile View

# 932 GARLAND



Overview



Legend

Subject Property

RPZD06-2256

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  
11-7-06  
~~17-Oct-06~~

City Council Meeting Date

Leif Olson  
Submitted By

Planning  
Division

Operations  
Department

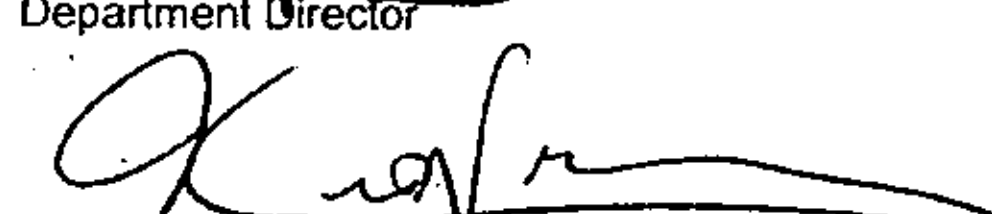
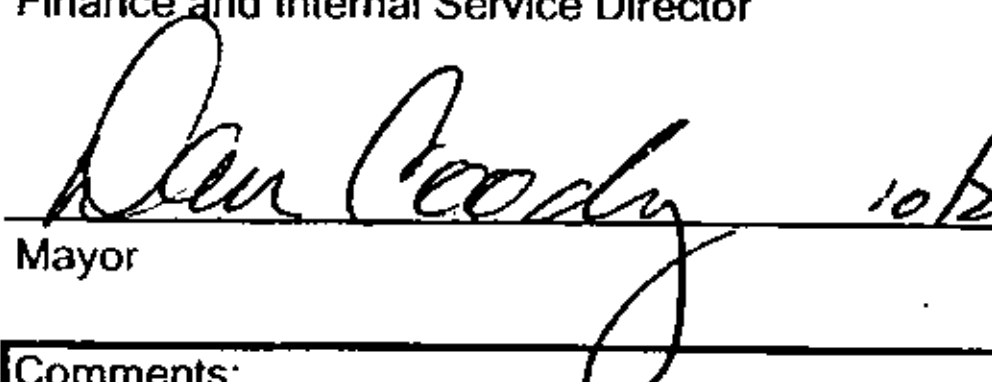
Action Required:

ADM 06 -2324 (DMP Supplementary Regulations: sidewalk cafes, transit shelters, taxi stands, downtown cross street and pole banners, artist live work units) Approval of an ordinance amending the Unified Development Code to codify regulations for uses and functions that typically occur within the public right-of-way.

|                      |                         |                                 |
|----------------------|-------------------------|---------------------------------|
| \$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 ☐

|                                                                                     |          |                                    |                                                                                       |
|-------------------------------------------------------------------------------------|----------|------------------------------------|---------------------------------------------------------------------------------------|
|  | 10-20-06 | Previous Ordinance or Resolution # | n/a                                                                                   |
| Department Director                                                                 | Date     | Original Contract Date:            | n/a                                                                                   |
|  | 10-20-06 | Original Contract Number:          | n/a                                                                                   |
| City Attorney                                                                       | Date     |                                    |                                                                                       |
|  | 10-23-06 | Received in City Clerk's Office    |  |
| Finance and Internal Service Director                                               | Date     | Received in Mayor's Office         |  |
|  | 10/23/06 |                                    |                                                                                       |
| Mayor                                                                               | Date     |                                    |                                                                                       |
| Comments:                                                                           |          |                                    |                                                                                       |

Let it on the second reading 11/7/06

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## **CITY COUNCIL AGENDA MEMO**

**To:** Mayor and City Council

**Thru:** Tim Conklin, Planning and Development Management Director

**From:** Leif Olson, Long Range Planner

**Date:** October 17, 2006

**Subject:** Amendments to the UDC to regulate sidewalk cafes, transit system shelters, taxi stands, cross street and light pole banners, and artist live work units.

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### **RECOMMENDATION**

Planning Staff recommends approval of an ordinance amending the Unified Development Code to codify regulations for uses and functions that typically occur within the public right-of-way.

### **BACKGROUND**

The City Council approved the Downtown Master Plan Zoning Code and Map on October 3, 2006. The downtown zoning code will regulate the building use, form and placement within the urban setting. An additional set of regulations is needed in order to ensure an orderly use of the public right-of-way in the downtown area. The following proposed amendments to the Unified Development Code will create standards for the placement of sidewalk cafes, transit system shelters and taxi stands in the public right of way. Additionally, amendments are proposed to the sign ordinance to regulate the placement and content of cross street and light pole banners. A definition of an artist live work unit is proposed to allow for mixed use artist space in zoning districts where Use Unit 12 – Offices, studios and related services, are allowed.

### **DISCUSSION**

This ordinance was discussed at a meeting of the City Council Ordinance Review Committee on September 28, 2006. Lacking a quorum the Ordinance Review Committee generally agreed that the ordinance should be considered by the full City Council.

### **BUDGET IMPACT**

None

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CODE OF FAYETTEVILLE TO AMEND VARIOUS SECTIONS OF THE CODE IN ORDER TO IMPLEMENT THE SUPPLEMENTARY DISTRICT REGULATIONS FOR THE DOWNTOWN MASTER PLAN AREA.**

**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 has determined that street activities should be encouraged; and

**WHEREAS**, the City of Fayetteville recognizes that street activities should be regulated by the City in order to ensure that access to the public right of way is safe.

**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 an artist live/work unit into Section §151.01 Definitions, a copy of which marked Exhibit "A" is attached hereto and made a part hereof.

Section 2: That Chapter 162 Use Units is amended by inserting a use unit for Sidewalk Cafes in Section §162.01, a copy of which marked Exhibit "B" is attached hereto and made a part hereof.

Section 3: That Chapter 163 Use Conditions is amended by inserting Section §163.19 Transit System Shelters, a copy of which marked Exhibit "C" is attached hereto and made a part hereof.

Section 4: That Chapter 171 Street and Sidewalks is amended by inserting Taxi Stands in Section §171.01 Miscellaneous Provisions, a copy of which is marked Exhibit "D" is attached hereto and made a part hereof.

Section 5: That Chapter 174 Signs is amended by inserting Wayfinding Kiosks and Cross Street Banners in Section §174.13 Downtown Master Plan Area, a copy of which is marked Exhibit "E" is attached hereto and made a part hereof.



Section 6: That Chapter 178: Sidewalk Cafes is adopted and added to the Unified Development Code, a copy of which is marked Exhibit "F" is attached hereto and made a part hereof.

**PASSED and APPROVED** this 21<sup>st</sup> day of November, 2006.

APPROVED:

By: \_\_\_\_\_  
**DAN COODY, Mayor**

ATTEST:

By: \_\_\_\_\_  
**SONDRA SMITH, City Clerk**

**EXHIBIT "A"**

*To be inserted in Chapter 151 Definitions:*

**§151.01 Definitions.**

***Artist studio. (Zoning)*** Any building or place of business where Artists use the premises for creating art or craftwork and/or display and sales of merchandise. The Artist shall also be permitted to reside on the premises as long as the structure meets all applicable residential building codes.



## **EXHIBIT "B"**

*To be inserted in Chapter 162 Use Units:*

### **162.01 Establishment/Listing**

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern. The asterisk (\*) next to a specific use indicates that the use has special conditions as required by Chapter 163, Use Conditions and Chapter 164 Supplemental Regulations.

|         |                                                                            |
|---------|----------------------------------------------------------------------------|
| Unit 1  | City-wide uses by right                                                    |
| Unit 2  | City-wide uses by conditional use permit                                   |
| Unit 3  | Public protection and utility facilities                                   |
| Unit 4  | Cultural and recreational facilities                                       |
| Unit 5  | Government facilities                                                      |
| Unit 6  | Agriculture                                                                |
| Unit 7  | Animal husbandry                                                           |
| Unit 8  | Single-family dwellings                                                    |
| Unit 9  | Two-family dwellings                                                       |
| Unit 10 | Three-family dwellings                                                     |
| Unit 11 | Manufactured home park                                                     |
| 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 21 | Warehousing and wholesale                                                  |
| Unit 22 | Manufacturing                                                              |
| Unit 23 | Heavy industrial                                                           |
| Unit 24 | Home occupation                                                            |
| Unit 25 | Professional offices                                                       |
| Unit 26 | Multi-family dwellings                                                     |
| Unit 27 | Wholesale bulk petroleum storage facilities with underground storage tanks |
| Unit 28 | Center for collecting recyclable materials                                 |
| Unit 29 | Dance halls                                                                |
| Unit 30 | Extractive uses                                                            |
| Unit 31 | Facilities emitting odors & facilities handling explosives                 |
| Unit 32 | Sexually oriented business                                                 |
| Unit 33 | Adult live entertainment club or bar                                       |
| Unit 34 | Liquor stores                                                              |
| Unit 35 | Outdoor music establishments                                               |
| Unit 36 | Wireless communications facilities                                         |
| Unit 37 | Manufactured homes                                                         |
| Unit 38 | Mini storage units                                                         |
| Unit 39 | Auto salvage and junk yards                                                |
| Unit 40 | Sidewalk Cafes                                                             |

**(NN) Unit 40. Sidewalk Cafes.**

**(1) Description.** Unit 40 is provided in order that sidewalk cafes may be located in appropriate commercial areas.

**(2) Included uses.**

|                       |
|-----------------------|
| <b>Sidewalk Cafes</b> |
|-----------------------|



## **EXHIBIT "C"**

*To be inserted in Chapter 163 Use Conditions:*

### **164.19 Transit System Shelters**

(A) *Intent.* Transit System Operators may apply for a conditional use permit to allow for the location of bus shelters in the right of way of public streets subject to the following conditions and requirements.

(1) Requirements for locating, constructing and maintaining a transit system bus shelter are as follows;

(a) The bus shelter conditional use permit application shall require a site plan illustrating the location and dimensions of the proposed structure, the street right of ways and any existing utility easements.

(b) The City may require that the transit system provide a cash or security bond in an amount approved by the City sufficient to cover the cost of removing the transit systems facilities or improvements.

(c) The City may require that the transit system provide a provision authorizing the City to remove, without liability, any part of a facility for which a permit has been issued if there is a lawful need for the site or for access to the site.

(d) The City may require the transit system to provide public liability insurance.

(e) The City may require that the transit system provide and pay for any necessary or essential traffic and safety studies.

(2) The Planning Commission may issue a bus shelter conditional use permit based on the following findings;

(a) The improvement or facility will not be located, extend onto, or intrude on the roadway or the sidewalk to such an extent as to impede the area needed for vehicular traffic or pedestrian use.

(b) The improvement or facility will not create a hazardous condition or obstruction of vehicular or pedestrian travel on the street or sidewalk.

(c) The design and location of the facility includes all reasonable planning to minimize the potential for injury or interference to the public in the use of the municipal street or sidewalk.

(3) Additional bus shelter elements may be required to be installed and maintained by the Transit System Operator. These may include but shall not be limited to:

(a) A concrete pad on which to locate the shelter and accompanying street furniture.

(b) Pedestrian scaled street lighting meeting the requirements of Chapter 176 of the Unified Development Code of the City of Fayetteville (Outdoor Lighting Ordinance).

(c) An integrated or detached "wayfinding totem" to identify location and bus routes.

(4) *Signage.* Only signage denoting the bus stop location, or language associated with city wayfinding shall be allowed on bus shelter structures.



**EXHIBIT "D"**

*To be inserted in Chapter 171 Use Units:*

**171.01 Miscellaneous Provisions**

**(E) *Taxi Stands.*** Taxi stand shall mean such portion or portions of the public street or highway designated by the City Council of the City of Fayetteville as a place in which taxis may stand or park.

**(1)** No unattended parking allowed. A taxi must remain attended by its driver and ready for service while located within a taxi stand.

**(2) City Council Establishment of Taxi Stands:**

**(a)** The City Council may establish taxi stands on portions of public streets or facilities or private areas if permitted by the owner.

**(b)** The establishment, enlargement, or removal of a taxi stand shall be by City Council Resolution after a public hearing. Adjoining property owners within the block of the street or abutting the parking lot in which the taxi stand is proposed shall be notified by mail by the Planning Division and a planning notification sign shall be placed near the taxi stand location two weeks before the public hearing at City Council.



## **EXHIBIT "E"**

*To be inserted in Chapter 174 - Signs:*

### **174.13 Downtown Master Plan Area**

The purpose of this policy is to create a comprehensive system of consumer information points in order to foster and enhance the unique characteristics of the Downtown Master Plan Area. Wayfinding and special event signage shall be:

1. Of high quality, durable materials appropriate to an urban setting.
2. Consistent with any and all objectives of the Downtown Master Plan.

Because of its unique and historical entertainment character and for tourist information and traffic safety, the Downtown Master Plan Area may include a limited number of Kiosks and across the street banners to be installed solely by the City and containing no advertising or commercial content.

(A) Informational Kiosks with a map of the Downtown Master Plan Area may be placed upon city right-of-way by the City. The Kiosks shall contain only a map and/or description of the Downtown Master Plan Area, public buildings and facilities, parking areas, and entertainment facilities within or near this zone.

#### **(B) Decorative Banners Placed on Light Poles**

- (1) Light pole banners shall be administered by the City of Fayetteville and/or its designated representatives.
- (2) All applications shall include a sign plan containing a visual representation of the sign's

construction, type of lettering, colors, area and height of graphics.

- (3) Any future light poles within the Downtown Master Plan area will fall within the purview of this amendment.
- (4) It is the intent of this ordinance to support the City's public institutions such as the Walton Arts Center and the Blair Library with space dedicated for their uses.

#### **(C) Special Event Banners – Cross Street Banners**

(1) The City of Fayetteville may install cross street banners no larger than 30 feet by 3 feet at the following three locations;

- (a) Across Dickson Street and St. Charles Avenue intersection;
- (b) Across Dickson Street at Arkansas Avenue intersection;
- (c) Across East Avenue at Spring Street intersection.

(2) Banners shall only be used to notify motorists of City sanctioned festivals or events that will result in City street closures for the festival or event for at least six hours. These banners shall meet all the requirements of Section 174.03 (J)(1) as to when they can be displayed prior to a festival or event.



## **EXHIBIT "F"**

### ***Chapter 178 – Sidewalk Cafes:***

#### **178.01 Purpose**

Public right-of-ways are designed for free and unobstructed travel. However, the City of Fayetteville recognizes that the Downtown Master Plan Area is unique and that certain public amenities are not inconsistent with the underlying dedication for the public right-of-way, as long as they do not impede travel or interfere with the public safety. This policy is designed to encourage and promote outdoor dining in the Downtown Master Plan Area and elsewhere in order to encourage pedestrian activity and make the urban environment more attractive.

#### **178.02 Definition**

A sidewalk café is an outdoor dining area not enclosed by a fence or other visual barriers in excess of 36 inches in height, is placed on a public right-of-way and contains removable tables, chairs, planters or other appurtenances and is abutting/contiguous to a restaurant that performs food preparation, sanitation, and related services for the sidewalk café.



#### **178.03 Authorization**

The Planning Commission may issue a conditional use permit establishing and maintaining a sidewalk café on a part of a sidewalk.

The City of Fayetteville shall issue conditional use permit criteria and requirements under this chapter including:

Those necessary to protect public use of a street or a public utility company.

A requirement that the owner provide the City with a cash or surety bond sufficient to cover the cost to the City or a public utility to remove the sidewalk café, if necessary.

A requirement that the owner pay the cost to relocate a City or public utility facility or improvement in a public street in connection with the installation of the sidewalk café.

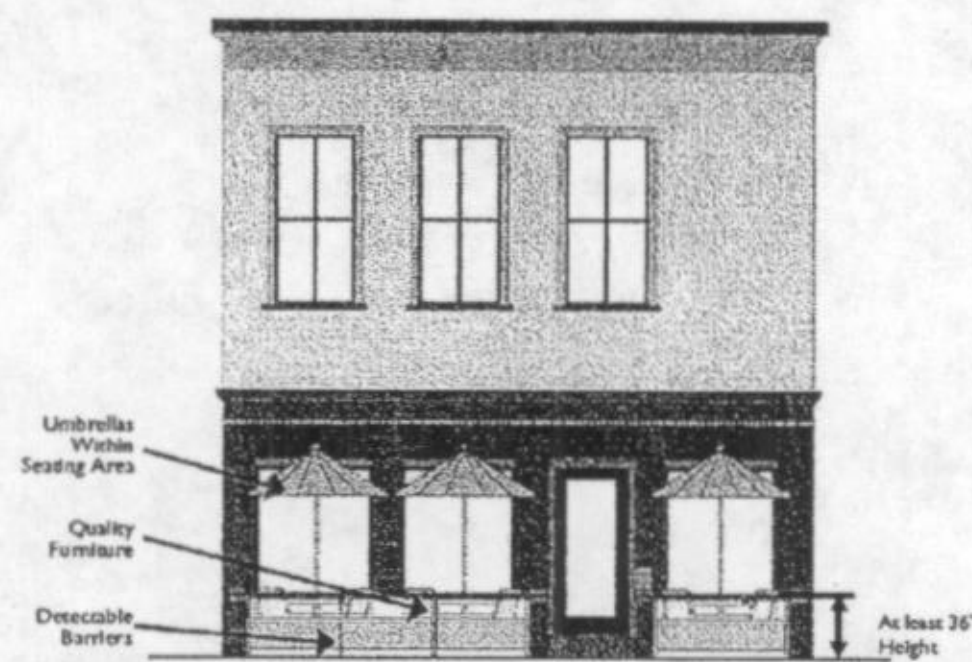
Authorization for the City or a public utility to remove, without liability, part of the sidewalk café if necessary to obtain access to a City or public utility facility or improvement.

#### **178.04 Requirements**

Sidewalk cafés shall meet the following requirements as well as all conditions of approval which may limit hours and dates of operation, whether or not smoking will be permitted, and any additional conditions reasonably appropriate:

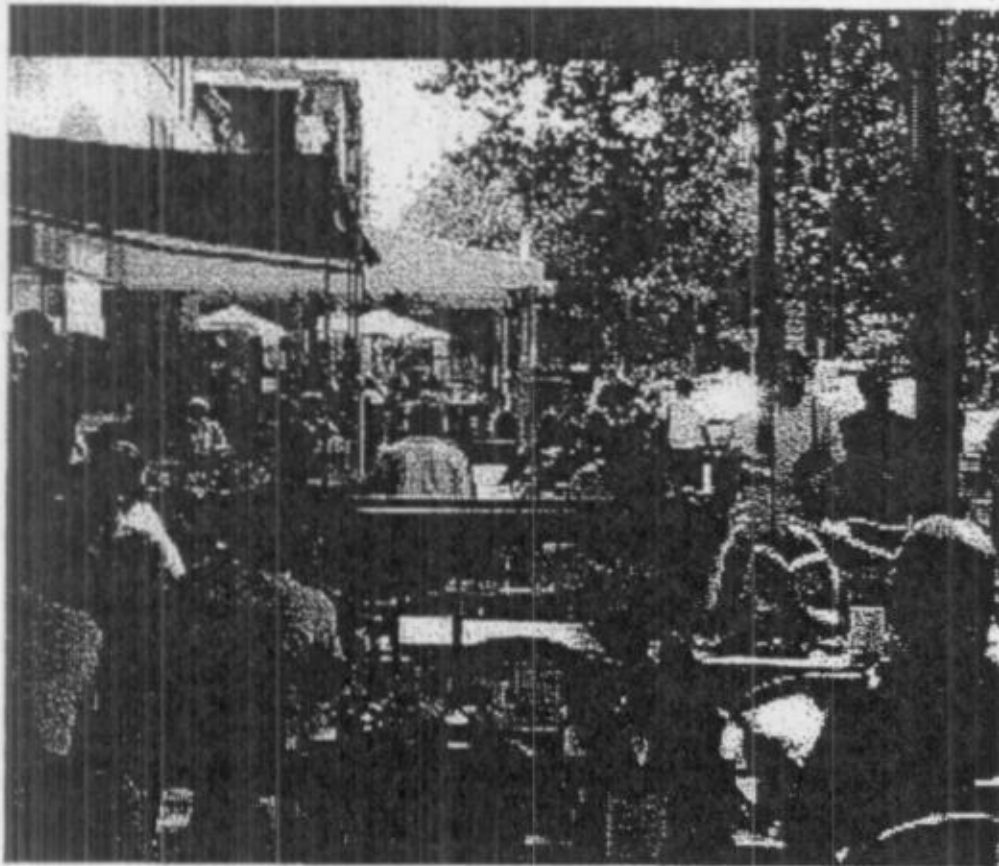
Applicants requesting a conditional use permit must provide a detailed site plan illustrating the location and dimensions of all furniture to be placed in the public right-of-way. Sidewalk cafes may not be enclosed by walls or permanent structures.

Elements of a Quality Outdoor Seating Area

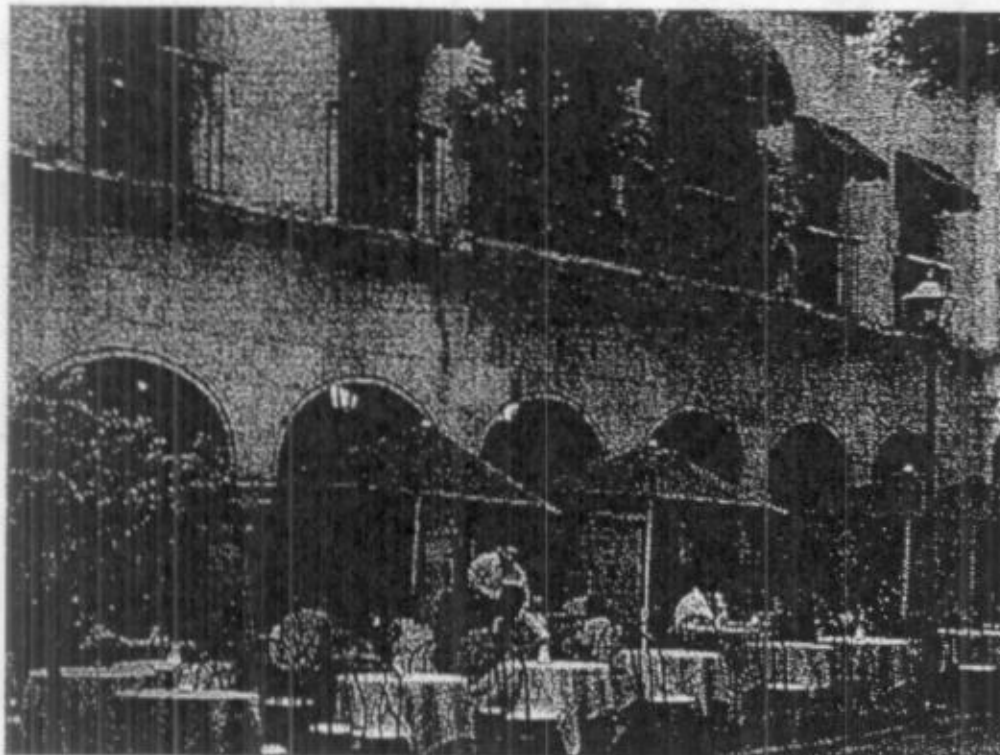


Temporary barrier fence.



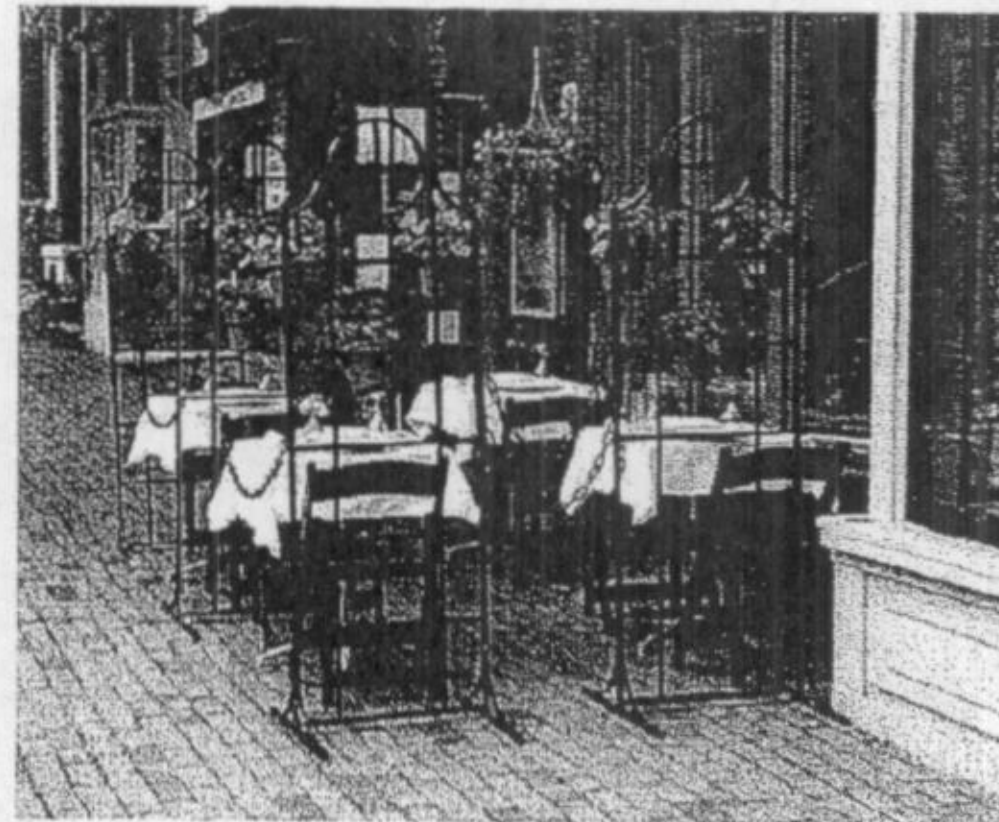


Sidewalk cafes must be open to the air, except that an awning or canopy conforming to requirements established by the Planning and Zoning department may be constructed over the sidewalk café. In order to provide sufficient pedestrian clearance umbrellas must have 7 feet of free and clear space from the sidewalk surface to the lower edge of the umbrella.



Property shall be kept clean and free of refuse with no trash containers placed on the premises.

All furnishings and fixtures must be of a temporary nature, capable of being brought in at closing time, and shall be brought in and stored during non-operational times.



For sidewalk cafes using City right-of-way for operation, there shall be minimum of five feet or 50% of the total sidewalk width for clearance, whichever is greater, to provide adequate and unobstructed pedestrian movement, such measurement being made from the outermost point of the café to the unobstructed inner edge of the curb.



The actual amount of clearance space needed will be based upon the location and the volume of pedestrian traffic. A larger pedestrian right-of-way may be required based on the proposed location and the volume of pedestrian traffic experienced there.







11-7-06  
Agenda

To: City of Fayetteville.  
Sondra Smith.

From: Dr. Ira Zakariadze.

I would like to appite (Administrative  
Item (Emerald Point S/D 474) ADM 06-2282.)  
Planning Commission's decision on  
October 9, 2006.

Thank you

Dr. Ira Zakariadze / 10.10.06.

RECEIVED  
OCT 10 2006  
CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

RECEIVED  
OCT 10 2006  
CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

Tabled to the 11/21/06 City Council Mtg

## **CITY COUNCIL AGENDA MEMO**

**To:** Mayor and City Council

**Thru:** Gary Dumas, Director of Operations

**From:** Jeremy C. Pate, Director of Current Planning

**Date:** October 18, 2006

**Subject:** Major Modification of Emerald Point Subdivision (ADM 06-2282)

### **RECOMMENDATION**

The Planning Commission voted to deny the subject request for a major modification to remove an approved street stub-out within Emerald Point Subdivision, PPL 05-1773. Staff recommended denial of the proposed major modification.

### **BACKGROUND**

On June 26, 2006, the Planning Commission approved the preliminary plat for Emerald Point Subdivision, a residential subdivision containing 9.7 acres with 8 single-family lots and 40 townhome lots. The property is located east of Double Springs Road, and it is zoned RMF-6 subject to a Bill of Assurance. Property to the north is developed for mini-storage. Two adjoining properties to the south were recently annexed and zoned R-A and RSF-4. It is anticipated that the property zoned RSF-4 will develop for single family homes in the future.

During the review of this project, significant attention was given to the connectivity proposed between this development and surrounding property. The subdivision was approved with one street stub-out to the north and three stub-outs to the south. Placement of the street stub-out furthest to the east, Rocky Crossing, will provide a potential street connection north to Legacy Point Phase 1. The western-most street stub-out is necessary to provide lot width for two lots. Though staff had recommended that this street be extended south 70 feet through the R-A property to stub-out to the RSF-4 property, the owner indicated the street connection is not to be provided through his property. Therefore, the middle street, Integrity Way, was added to the plat to provide additional connectivity to the south and avoid the construction of long, straight streets that may increase traffic speeds.

Construction drawings and preliminary analysis of the drainage have been submitted to the City Engineering Division. The result of these studies shows that the detention area available in Lot 35 is not adequate to detain the storm water from this property and the additional water run-off from the property to the north, which was developed under County requirements and was not required to provide storm water detention. Due to the drainage issues, the applicant has requested to remove Integrity Way and incorporate the right-of-way into the detention pond lot resulting in an increased capacity.



**DISCUSSION**

On October 9, 2006, the Planning Commission voted 6-2-0 to deny this request. Commissioners Trumbo and Anthes voted against the motion to deny. The applicant submitted a letter of appeal to the City Clerk within 10 days following the Planning Commission meeting. Additionally, the applicant has met with staff and the adjacent property owner to the north to discuss potential solutions to the drainage issues which were exacerbated by the development of the mini-storage units. At this time, the participants have not agreed upon any one solution.

**BUDGET IMPACT**

None.





PC Meeting of October 09, 2006.

THE CITY OF FAYETTEVILLE, ARKANSAS

**PLANNING DIVISION CORRESPONDENCE**

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

TO: Fayetteville Planning Commission  
FROM: Suzanne Morgan, Current Planner  
Matt Casey, Assistant City Engineer  
THRU: Jeremy Pate, Director of Current Planning  
DATE: October 04, 2006 *Updated October 18, 2006*

**ADM 06-2282: Administrative Item (EMERALD POINT S/D, 474):** Submitted by STEADFAST, INC. for property located S of Wedington, E of Double Springs Road. The request is for a major modification of the approved Preliminary Plat, PPL 05-1773.  
Planner: Suzanne Morgan

**Background**

The Planning Commission tabled this item indefinitely at its September 25, 2006 meeting due to the absence of an applicant at the time the item was heard. The applicant requests that the Planning Commission reconsider this item at its October 09, 2006 meeting.

On June 26, 2006, the Planning Commission approved the preliminary plat for Emerald Point Subdivision. The residential subdivision contains 9.7 acres and is located east of Double Springs Road. The property is zoned RMF-6 subject to a Bill of Assurance. The subdivision consists of 48 lots, of which 8 are single-family lots and 40 are townhome lots. Property to the north is developed for mini-storage. Two adjoining properties to the south were recently annexed and zoned R-A and RSF-4. It is anticipated that the property zoned RSF-4 will develop for single family homes in the future.

During the review of this project, significant attention was given to the connectivity proposed between this development and surrounding property. A street connection was provided from Double Springs Road. One street is stubbed-out to the north where a future connection could be made from this property to Legacy Pointe Phase 1 should the mini-storage property be redeveloped. No street connections to the east were provided within Legacy Pointe Phase V. Most of the discussion regarding street connectivity was focused on street connections to the south, in an effort to coordinate the impending development activity to the south with the subject development proposal.

At Subdivision Committee, the applicant proposed two street stub-outs to the south. The western street, Georgia Trail, would provide street frontage for the creation of two lots. Georgia Trail dead-ends into a 1-acre property zoned R-A owned by Mr. Williams. Understanding that the property south of Mr. Williams would be developed in the future,

staff recommended extending the street through Mr. Williams' property (a 70' street extension) so that a proper street connection can occur with subsequent development. It was discussed at Subdivision Committee that the applicant was not able to obtain approval from Mr. Williams. Staff, therefore, recommended the relocation of the street stub-out to the east (east of Mr. William's property) and reconfiguration of the lot layout. The Subdivision Committee further specified that the stub-out should be located between lots 35 and 36. The new street, Integrity Way, was created by reducing the size of the detention pond. Georgia Trail remained in order to provide frontage to lots 46 and 47, but it was understood that this street may never extend through Mr. Williams' property. On June 26, 2006, the Planning Commission reviewed and approved a preliminary plat with three street stub-outs to the south.

Construction drawings and analysis of the drainage has been submitted to the City Engineering Division. The result of these studies has shown that the detention area available in Lot 35 is not adequate to detain the storm water from this property and the water run-off from the property to the north which was developed under County requirements and was not required to provide storm water detention.

### **Request**

The applicant requests a modification to the approved preliminary plat for Emerald Pointe Subdivision. As shown in page 3 of the supplementary hand out, the applicant requests removal of Integrity Way for the following reasons:

1. The storm water run-off onto the subject property has increased due to the development of the mini-storage facility to the north. Enlargement of the detention pond will be necessary to accommodate this flow, and this will result in the elimination of one or more lots.
2. The resulting block lengths are do not exceed city requirements. The block length from Double Springs Road to Rocky Crossing is 1,173 feet. When Georgia Trail is extended to the south, the block length from Georgia Trail to Rocky Crossing will be 960 feet. Furthermore, the applicant proposes that traffic will be heavier on the east-west street connections rather than on the north-south streets.

### **Discussion**

The detention pond, Lot 35, as originally proposed was sized too small for the development of the subdivision. Final calculations have not yet been submitted to the Engineering Division for review, but according to Engineering staff it is likely that a total of four lots may be removed and added to the detention pond. Removal of Integrity Way is proposed not to increase lot yield but to increase the size of the detention pond and to avoid the loss of lots.

The Unified Development Code states that block lengths can range between 400' to 1,400' (see Ch. 166.08 D). Staff recommends this additional street connection to provide additional avenues of travel north and south. The resulting block sizes are comparable to others within the Legacy Pointe Phase 1 Subdivision and others within the city.

**Recommendation**

Staff recommends denial of the requested modification for the removal of Integrity Way without the construction of Georgia Trail through Mr. Williams' property. Although the block length requirements have been met from Double Springs Road to Rocky Crossing, staff does not recommend the construction of long, straight streets that may increase traffic speeds when there is a possibility of providing additional street connections. Planning Commission approved Integrity Way because Georgia Way would not be able to be extended through Mr. Williams' property. The applicant's current proposal does not provide an alternative street connection, as Mr. Williams has indicated the street connection is not to be provided through his property.

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**Date: October 9, 2006**

**Planning Commission Action: Denied**

**Motion to deny: Ostner**

**Second: Clark**

**Vote: 6-2-0 with Commissioners Trumbo and Anthes voting no.**

**Comments:**

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**PPL 06-1773: Preliminary Plat (EMERALD POINT, 474):** Submitted by STEADFAST, INC. for property located at DOUBLE SPRINGS RD., E OF SILVERTHORNE S/D. The property is zoned RMF-6, LOW DENSITY MULTI-FAMILY RESIDENTIAL and contains approximately 9.7 acres. The request is to approve a preliminary plat of a residential subdivision containing 8 single family lots and 40 two-family lots.

**Anthes:** Our next item this evening is item 19, Preliminary Plat 06-1773 for Emerald Point.

**Morgan:** This is a subdivision on a property approximately 10 acres. It is north of the Williams property and the Hays property that were earlier considered tonight for annexation. The applicant requests approval of a Preliminary Plat of 48 lots, 8 of which are single family and those single family lots lie on both the east and west property lines which adjoin other single family residential neighborhoods. And there are 40 townhome lots between those 2 rows of single family lots. In the review of this application staff and the applicant and Subdivision Committee worked considerably hard on connectivity. The applicant is providing one connection to the north which potentially in the future will connect with Legacy Point Phase 1. There is an intervening property which is currently developed for storage units which would currently prevent that connection at this time. The applicant also proposed three connections to the south, one of which, the western most, stubs out to the Williams property and it is questionable whether or not by the time of final plat as presented before you we will have right-of-way and the street will be constructed through that property, therefore the applicant is proposing a turnaround temporary cul-de-sac at this location. There is an additional access for this property to the Hays property which could be connected when that property develops as well as the one furthest to the east. There are several waiver requests associated with this application. Those include both the waiver of distance between Olika Street at the main lane through this property as well as Mesa Street which is existing in the Silverthorne subdivision. The requirement is 150' and the applicant proposes 117' between those center lines. With the locations of the existing homes that are proposed to be saved and just the distance between there, that was the only viable option in order to get some additional lots along the northern property line. Additionally, they request a waiver of the 150' curb radius. The applicant requests for a 100' radius. Staff is recommending support of this waiver as well as the previous. We do have two other Planning Commission determinations which we have requested. First of all being street connectivity. Again, we have worked with the applicant and Subdivision Committee and at the last Subdivision Committee meeting they did recommend approval of this third connection of the three connections. And Planning Commission determination of street improvements is requested. Staff recommends that the applicant



improve Double Springs Road from the northern property line to the southern property line also including the 70' portion adjacent to Mr. Mike Williams' property which is the property that was heard earlier today for annexation. The existing home on lot 49 will encroach in the building setback and the applicant may go to the Board of Adjustment to relieve that non-conformity. However, should a variance not be approved the structure will remain as non-conforming; it's just a point of interest and we've including a condition regarding that. There are several revisions that need to be made to the plat but we have confidence that that will be done and we are recommending approval of this project.

Anthes: Thank you, Ms. Morgan. Would any member of the public like to address this Preliminary Plat 06-1773, please come forward. Seeing none I'll close the public comment section. Will the applicant make a presentation? Good evening.

Ritchey: Good evening, my name is Randy Ritchey and I represent the applicant. Our main obstacle here as Suzanne has noted is the connectivity and we went through a couple iterations there trying to achieve connectivity to the south through Mr. Williams' property which was annexed tonight and we thought that was going to be a viable option, but he expressed some concerns and didn't really, he decided not to follow through that. So, we've adjusted our street stub outs accordingly and that's sort of generated a few more required changes. So, I think we've accomplished our goal with the connectivity both with the south and the north and possibly even three points of connection if there is a possibility to connect through Mr. Hays' property. The waivers as Suzanne presented to you are fairly straight forward. The curb radii and the distance between the street T intersections. There is really not much we can do about the T intersection distance. The street existing is where it is and we've moved the proposed street as far away from that as we can. And other than that I would just be happy to answer any question you may have. Thanks.

Anthes: Thank you, Mr. Ritchey. Can we have a Subdivision report on this item?

Myers: If I can remember at this hour of the night. It was Commissioner Graves and wasn't it me and Lack?

[multiple people talking]

Myers: I went to the Subdivision Committee twice. Ok, so we are the most recent one I think.

Graves: I've never seen this.



Trumbo: I substituted for Commissioner Graves, I believe.

Anthes: Well, it looks like on conditions of approval 2, 3, and 4 that Subdivision Committee really recommended the same thing as staff did. But I might like to hear a little bit about the connectivity issue if anyone can recall.

Lack: If I may, Madame Chair.

Anthes: Thank you, Commissioner Lack.

Lack: The connectivity was the greatest issue with this subdivision and the western most connection that you see was I believe actually farther to the west shown originally. But with that inability to connect at that location we did ask that it be moved just to where it could connect but still maintaining it at that location. The middle connection which is labeled Integrity Way on the plat for us was requested to be added at the Subdivision Committee and that was pretty much the extent of the discussion that I remember. We did talk about maximum length of hammerheads or maximum length of streets or stub outs without requiring a turnaround and they were compliant in that except for the one at what is labeled Georgia Trail, the western most stub out.

Anthes: Thank you, Commissioner Lack. Is there further discussion? I have a question about lots 48 and 49. It looks like on 49 there is an existing house to remain and I'm assuming because the garage is on the east side of that house that access will be from Georgia Trail to that property, is that correct? Anyone?

Pate: No, the lot access to lot 48 will be specifically -

Anthes: Lot 49 is my question.

Pate: Lot 49 will be retained where it is now because that is the location of the house. There is a condition of approval that states with redevelopment of that lot the house shall be situated so that at least access is from the interior street as opposed to Double Springs Road. But as it is that existing lot would remain. Access to lot 48 will also be Double Springs Road. That's the only frontage for that lot and the structures on 46 and 47 would be removed and that would be a different development that would access the interior street which is name Georgia Trail in your plat.

Anthes: And what street does lot 1 access?

Pate: Lot 1 will access the interior street as well.

- Anthes: Ok, in the conditions of approval, can you direct me to the condition of approval that refers to lot 49. There are quite a number here. Oh, I think it is 13. Or no?
- Morgan: I believe 15.
- Pate: Yes. It also addresses the size of multi-family lots; because these are smaller lots we've reduced the driveway width to 12' maximum unless they were shared.
- Anthes: I would like to move to amend condition number 15 to state that homes developed on lots 1 and 48 and with any redevelopment of lot 49 that those houses should face Double Springs Road and access be provided for the side streets.
- Pate: Mr. Williams, correct me if I'm wrong, I don't believe that we can by our current ordinances dictate where a house can face or not.
- Anthes: We've seen it on other -
- Pate: On Planned Zoning Districts, yes, but not with a Preliminary Plat.
- Anthes: Well, there you have it, never mind.
- Myers: And it was so nicely crafted.
- Ostner: Our current condition of approval is dictating it.
- Pate: Only the access to the driveway. The actual vehicular access because they are discouraged on our Master Street Plan from directly accessing minor arterials.
- Anthes: Can't blame a girl for trying. Is there further discussion?
- Lack: Madame Chair.
- Anthes: Commissioner Lack.
- Lack: After seeing this in Subdivision and seeing the changes that we request and finding in favor of the staff's recommendations I will vote to approve Preliminary Plat 06-1773 with the stated conditions of approval giving special consideration to condition 1, connectivity, condition 2, street improvements, condition 3, the waiver of the distance between Olika and Mesa, condition 4, the Planning Commission waiver of the 100' curb radius, all of the conditions of approval as stated.

Anthes: We have a motion to approve by Commissioner Lack, do we have a second?

Myers: I'll second.

Anthes: Second by Commissioner Myers. I have one quick question and only because it is late. Will staff describe again why we are not asking for an additional stub out to the north. I know that we added, that we have 3 going south and not 1 going north, is there a reason that is not balanced?

Pate: The property directly to the north is a newly developed property. The applicant has agreed to stub out Rocky Crossing even though there is a brand new structure in the way of those 2 ever being connected. However, we do feel that hopefully in the future there will be some point in time that Rocky Crossing can be seen as a more valuable property then a storage unit.

Anthes: It is the mini-storage property.

Pate: Correct, and being constructed so that's why we are looking at that this time.

Anthes: It's just we look at other places where properties are developed in the county or even a golf course for instance and we go ahead and connect to it whether or not that may develop that way in the future.

Pate: That's exactly why we made the recommendation on Rocky Crossing for this particular piece of property we didn't feel it should be the [inaudible] of the developer for the number of lots being proposed to provide all connections just in anticipation of this potentially redeveloping.

Anthes: Ok, thank you, Mr. Pate. Is there further discussion? Will you call the roll.

**Roll Call:** The motion to approve PPL 06-1773 carries with a vote of 8-0-0.





THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of June 26, 2006

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

**PLANNING DIVISION CORRESPONDENCE**

TO: Fayetteville Planning Commission  
FROM: Suzanne Morgan, Current Planner  
Matt Casey, Assistant City Engineer  
THRU: Jeremy Pate, Director of Current Planning  
DATE: June 20, 2006 *Updated June 30, 2006*

**PPL 06-1773: Preliminary Plat (EMERALD POINT, 474):** Submitted by STEADFAST, INC. for property located at DOUBLE SPRINGS RD., E OF SILVERTHORNE S/D. The property is zoned RMF-6, LOW DENSITY MULTI-FAMILY RESIDENTIAL and contains approximately 9.7 acres. The request is to approve a preliminary plat of a residential subdivision with 8 single family lots and 40 two-family lots.  
Planner: Suzanne Morgan

**Findings:**

**Property description:** The subject property contains 9.7 acres and is located east of Double Springs Road. The property was recently annexed into the City of Fayetteville and zoned RMF-6, subject to a Bill of Assurance (see attached). The applicant has met all requirements of the Bill of Assurance with the proposed development. The property is bordered on two sides by property in the city limits, with Silverthorne Subdivision to the west and Legacy Point Phase 4 (under construction) to the east. Two intervening unincorporated properties lie between the subject property and the city limits to the north (Legacy Point Phase 1).

**Proposal:** The applicant requests approval of a preliminary plat consisting of 48 lots, of which 8 are single-family lots and 40 are townhome lots. No more than two attached townhomes are permitted within the subdivision.

**SURROUNDING LAND USE AND ZONING:**

| Direction | Land Use                                                     | Zoning                                            |
|-----------|--------------------------------------------------------------|---------------------------------------------------|
| North     | Storage Units & 2 Single family homes<br>Single family homes | Planning Area<br>RSF-4 & RMF-6 (Legacy Pt. Ph. 1) |
| South     | Rural Single family homes                                    | Planning Area                                     |
| East      | Vacant (under construction)                                  | RSF-4                                             |
| West      | Silverthorne Subdivision                                     | RSF-4                                             |

**Water and Sewer:** Water and sewer lines shall be extended to this development.

**Adjacent Master Street Plan Streets:** Double Springs Road (Minor Arterial)

**Right-of-way:** The required right-of-way for Double Springs Road was dedicated with previous lot splits. Interior streets consist of both Local and Residential streets.

**Connectivity:** A street connection is proposed from Double Springs Road into the subdivision. Three street connections are proposed from this main street to the south. The western street connection, located just east of the existing dwelling owned by Mr. Fletcher Williams, stubs-out to a one-acre parcel owned by Michael Williams. Michael Williams' property contains one-acre and is an unusual tract, with a 70' lot width and 580' length, extending from Double Springs Road to Lot 40. Staff is aware that Hays, the property owner south of Mr. Williams, anticipates developing her property for residential use. Staff recommends the extension of the proposed street through Michael Williams' property to the Hays property so that a proper street connection can occur with subsequent development. This will result in a two-tiered row of lots, potentially 4 lots deep, adjacent to Double Springs Road.

The applicant has submitted a letter signed by Mr. Michael Williams that indicates his agreement "to dedicated right-of-way across [his] property located at 340 Double Springs Road in Fayetteville." The letter states that "this right-of-way is to be used for future extension of a proposed street stub-out in Emerald Point Subdivision to the north." To avoid any confusion, staff would like to make it clear that the recommendation is that the street be constructed through Mr. William's property prior to the recordation of the final plat for this development. The final plat for Emerald Point Subdivision will reflect the location of the street and Mr. Williams shall either sign the final plat dedicating the right-of-way for the street or have sold (or donated) the property to the owner of the subdivision prior to recordation.

*The document signed by the applicant is not a legally binding document enforceable by the City of Fayetteville. If the applicant is unable to secure rights to construct the street across Mr. William's property or the right-of-way cannot be dedicated. The applicant, therefore, has provided third street connection to the south, west of Lot 35, to provide additional internal street connections in response to the recommendation of the Subdivision Committee and staff. Any further modification to an approved preliminary plat shall require Planning Commission review and approval.*

The applicant proposes a street connection to the north at the eastern end of the property. This street can provide a connection north to Legacy Pointe Phase I when the adjacent property develops (it is currently utilized for a new storage unit business) and a street connection south to the Hays property.

**Parkland:** The applicant will contribute fees in lieu of land dedication.

|                           |             |       |
|---------------------------|-------------|-------|
| <b>Tree Preservation:</b> | Existing:   | 3.85% |
|                           | Preserved:  | 3.85% |
|                           | Required:   | 3.85% |
|                           | Mitigation: | None  |

**Recommendation:** Staff recommends approval of PPL 05-1773 with the following conditions:



**Conditions of Approval:**

- X* 1. Planning Commission determination of street connectivity. *The applicant proposes to provide a street stub-out to the north for future connection to an existing street in Legacy Pointe Phase I and three street connections to the south. The applicant has submitted a letter signed by Mr. Michael Williams, property owner to the south, conveying agreement to a street connection through his property. Staff is recommending the street stub-out continue south the additional 70' in length through Mr. Williams' property to provide a through connection to the Hays property, which is in the process of annexation, zoning, and will be developing in the near future. If the applicant is unable to secure final rights to construct the street across Mr. William's property or the right-of-way cannot be dedicated, the applicant shall construct a temporary cul-de-sac at lot 45/46/47 in accordance with Fire Department regulations.*

*The Subdivision Committee recommended a third street connection to the south as indicated on the revised site plan. The western street connection may dead-end with turn-around means satisfactory to the Fire Department.*

**The Planning Commission found in favor of this condition of approval.**

2. Planning Commission determination of street improvements. *Staff recommends the applicant improve Double Springs Road from the north property line to the southern property line of property owned by Mr. Michael Williams (approximately 70' south of the subdivision). Improvements shall extend 14' from centerline including pavement, curb and gutter, 6' sidewalks and storm drainage.*

*The Subdivision Committee recommended in favor of street improvements as stated.*

**The Planning Commission found in favor of this condition of approval.**

3. Planning Commission determination of a waiver of the distance between streets (Olika Lane (proposed) and Mesa Street (existing)). The requirement is for a 150' separation between centerlines of streets. The applicant proposes to construct Olika Lane approximately 117' from the centerline of Mesa Street. *Staff recommends approval of this waiver request. With a different configuration, the efficiency of the infrastructure improvements with relation to the lots decreases significantly. Staff finds this separation to be adequate and will not create a dangerous traffic condition.*

*The Subdivision Committee recommended in favor of the requested waiver for a 117' separation between Mesa Drive and Olika Lane.*

**The Planning Commission found in favor of this condition of approval.**

4. Planning Commission determination of a waiver of the requirement for a 150' curve radius. The applicant proposes a 100' radius at the intersection of Williams Way and Olika Lane. *Staff recommends approval of this waiver request.*

***The Subdivision Committee recommended in favor of the requested waiver for a 100' curve radius.***

**The Planning Commission found in favor of this condition of approval.**

5. The applicant shall submit a guarantee (letter of credit, bond, or cash) of \$1,000 per lot prior to the recordation of the final plat for contributions to an interim solution to wastewater capacity concerns in the Owl Creek/Hamestring Creek basin, if the improvement is required. Final determination of the contribution shall be made by the City Engineer.
6. An assessment in the amount to be determined by the Engineering Division shall be paid by the developer prior to Final Plat for the unconstructed portion of Georgia Trail stub-out to the south, extension of sidewalks, and removal of the temporary cul-de-sac, approximately 110 feet in length.
7. The existing home on Lot 49 will encroach into the front 25' building setback from Olika Lane right-of-way. A variance, approved by the Board of Adjustment, is required to alleviate the restrictions of a nonconforming structure from this property. Staff recommends that the applicant process the variance prior to the recordation of the final plat. Should the variance not be approved, the structure will remain a nonconforming structure.
8. All development shall be in accordance with the RMF-6 zoning district and the recorded Bill of Assurance.
9. Lots 2-4 appear to have very little buildable area. Should the lots be inadequate for the construction of dwelling unit, the applicant shall reconfigure the lots to provide adequate buildable area prior to the recordation of the final plat.
10. The applicant shall construct required sidewalks adjacent to Double Springs Road, Lot 49, adjacent property to the south owned by Michael Williams, and the detention lot prior to recordation of the final plat. All other interior sidewalks may be constructed or guaranteed prior to the recordation of the final plat.
11. Street lights shall be installed with a maximum separation of 300 feet along all interior and external streets prior to final plat.
12. The septic system on lot 46/47/48 shall be abandoned in accordance with Arkansas Health Department requirements prior to final plat approval. The existing structure on lot 48 is indicated to be removed. If it is not, the structure shall be connected to public sewer prior to recordation of the final plat.
13. The existing dwelling on Lot 49 shall be tied onto sanitary sewer and the existing septic systems shall be abandoned in accordance with Arkansas Health Department requirements prior to final plat approval.

14. The applicant shall pay park fees in the amount of \$25,530 for 46 new single family dwellings prior to the application of signatures on the final plat.
15. Only lots 48 and 49 shall be permitted access onto Double Springs Road. If lot 49 is redeveloped, access to Double Springs Road shall be discontinued and established on the interior street. All multi-family lots shall construct a driveway no greater than 12' in width. Staff recommends that the multi-family lots share driveways where possible. If shared on the property line, the maximum driveway width shall be 24'.
16. A temporary access easement, filed with the Final Plat for the temporary cul-de-sac on Georgia Trail, shall be automatically abandoned at the time of the street extension to the north.
17. The accessory structure on Lot 45 shall be removed prior to the recordation of the final plat.
18. Signs shall be posted at the end of each stub-out to indicate that the street will extend in the future prior to the recordation of the final plat (coordinate with Transportation Division).
19. No mitigation is required on this site unless there is unforeseen removal below the 3.85%.
20. Several issues and revisions requested at the Technical Plat Revision were not addressed with the revision submittal. The applicant shall submit to the Planning Division a revised preliminary plat addressing the following items:
  - a. Imogene Williams shall sign the application as owner of record. Please submit a signed application or have her submit a letter authorizing another party (i.e. her husband) to sign on her behalf.
  - b. Reduce the width of the street in each 42' right-of-way from 28' to 24' in accordance with the Master Street Plan. Revise the street table to correspond.
  - c. The building setbacks on Lots 35 and 36 adjacent to the right-of-way are 25'. The lot line between lots 35/36 will need to be east-west instead of north-south to provide sufficient building area.
  - d. Street lights shall be located at each street intersection and along all streets at intervals of no greater than 300'.
  - e. The note on the plat identifying the sidewalk to be constructed prior to final plat approval should include adjacent property to the south owned by Michael Williams and the sidewalk adjacent to Lot 49.
  - f. Sewer shall be extended to Lot 48. The plat shall be revised to show the extension of sewer to this lot prior to construction plan approval.
  - g. Utility easement lines shall be extended to property lines or to the point of termination.
  - h. The temporary cul-de-sac shall be constructed to meet City of Fayetteville standards.



**Standard Conditions of Approval:**

21. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)
22. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
23. Subdivision area signage shall be permitted in accordance with applicable city codes.
24. All overhead electric lines under 12Kv shall be relocated underground. All proposed utilities shall be located underground.
25. All street names and addresses shall be approved by the 911 coordinator.
26. Preliminary Plat approval shall be valid for one calendar year.

**Additional conditions:**

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

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**Planning Commission Action:**      yes Required  
                                                 ✓ Approved      \_\_\_\_\_ Denied

**Date:** June 26, 2006

**Motion:** Lack

**Second:** Myres

**Vote:** 8-0-0

**The "CONDITIONS OF APPROVAL", stated in this report, are accepted in total without exception by the entity requesting approval of this development item.**

\_\_\_\_\_  
**By**

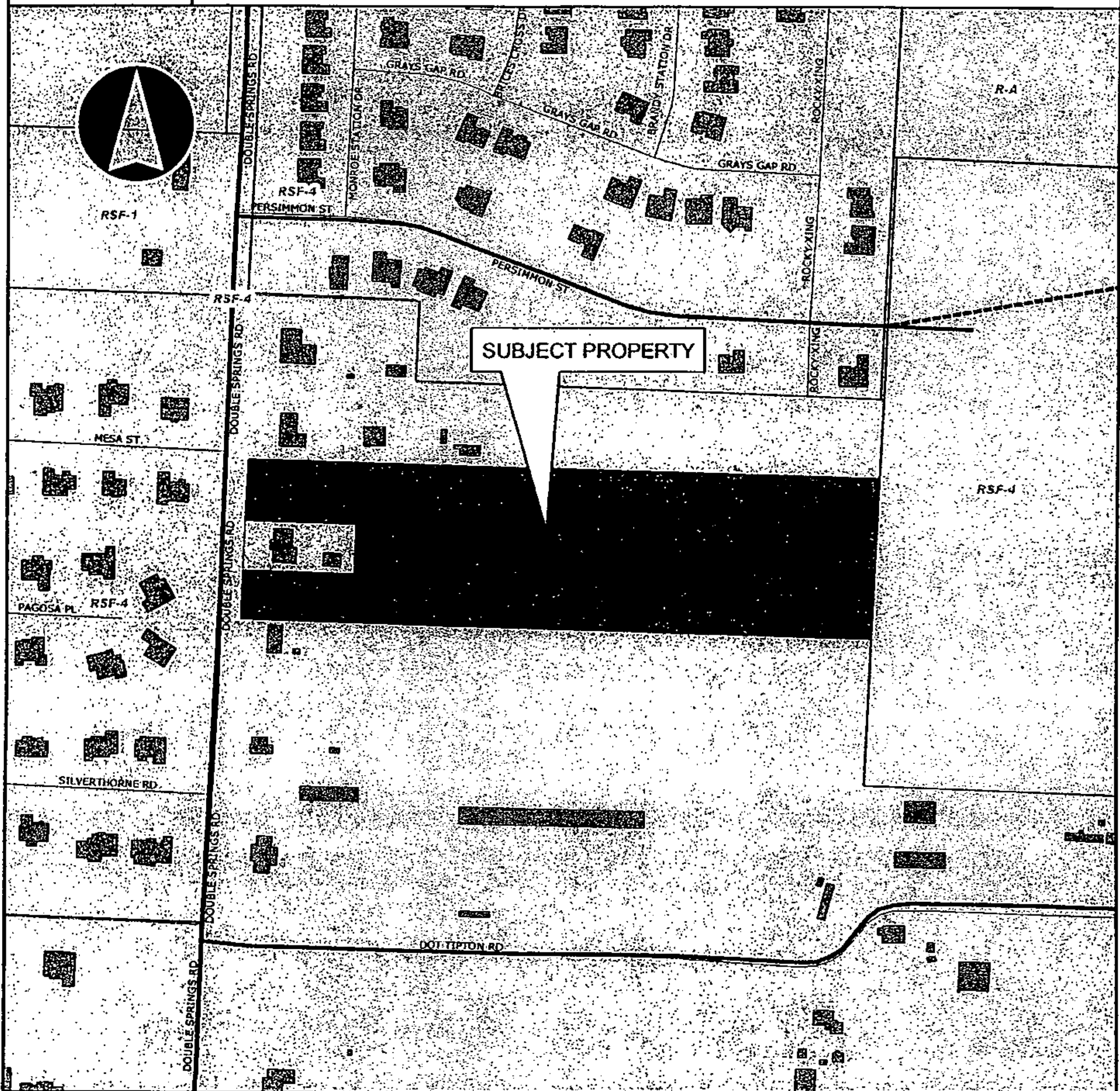
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



### Close Up View

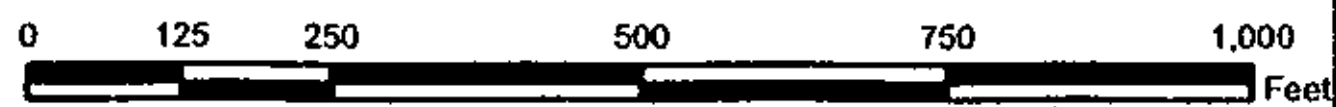
# EMERALD POINT



## Overview

### Legend

- 
- Overlay District
  - FLOODWAY
  - 500 YEAR
  - 100 YEAR
  - LIMIT OF STUDY
  - BaseLine Profile
  - Fayetteville
  - Outside City
  - PPL06-1773
  - vector.G08.Footprint\_2004
  - Hillside-Hilltop Overlay District

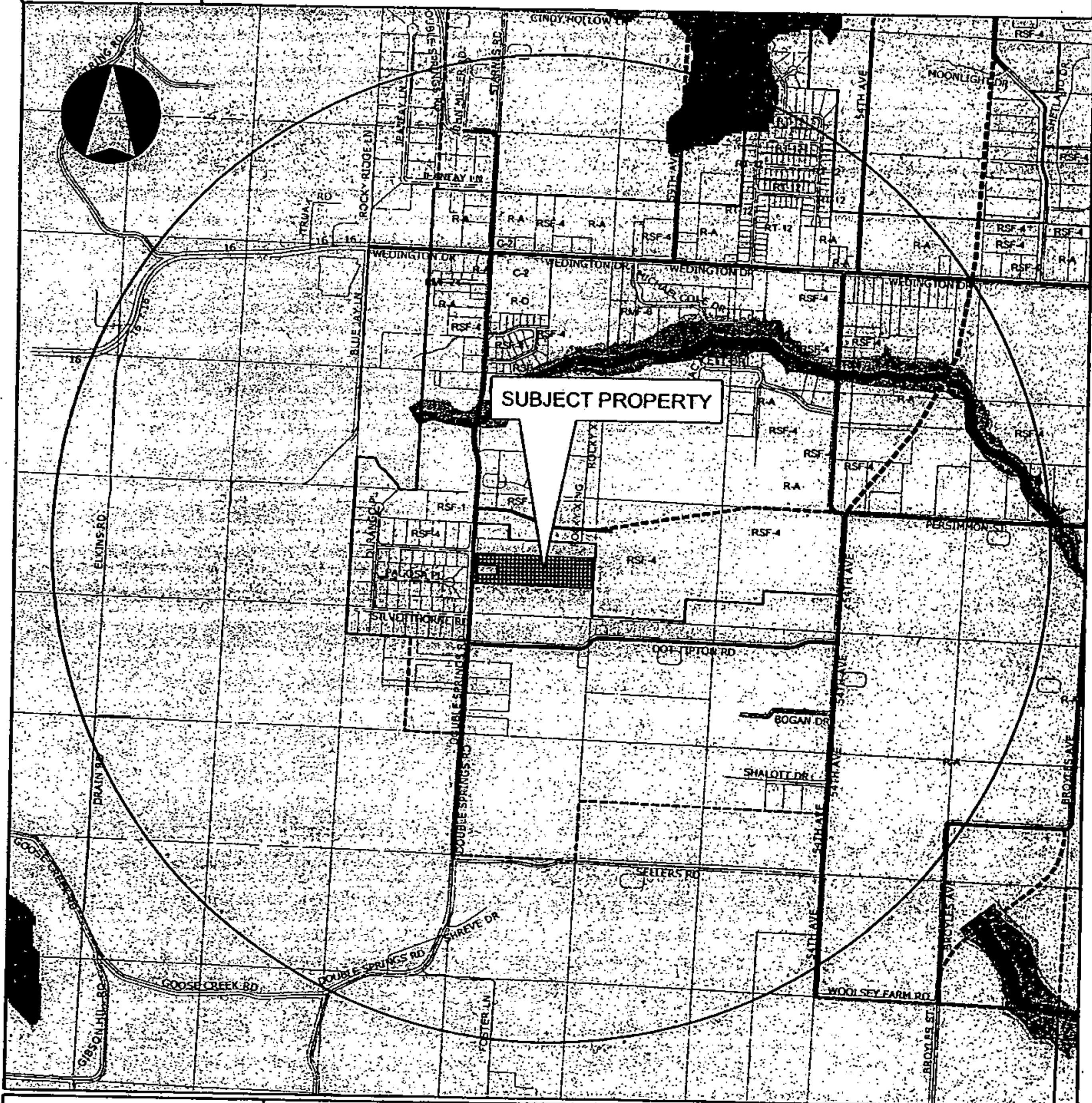




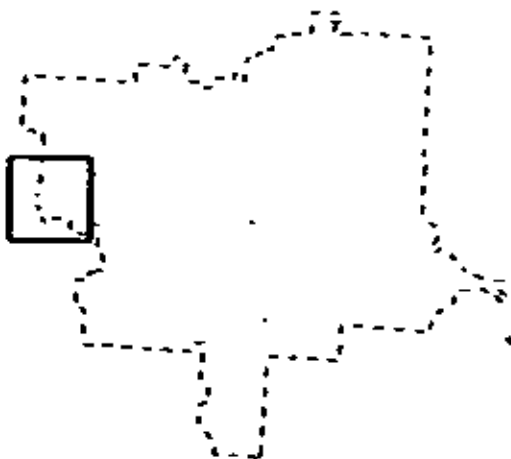
ADM 06-2282

One Mile View

# EMERALD POINT



Overview



Legend

Subject Property  
 PPL06-1773

Boundary

Planning Area  
 Overlay District  
 Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles



**Hometown Development**  
**1747 N. College Avenue**  
**Fayetteville, AR 72703**

October 12, 2006

Mrs. Sondra Smith  
City Clerk  
City of Fayetteville  
113 West Mountain  
Fayetteville, Ark 72701

Dear Mrs. Smith

On Monday October 9, 2006, the Fayetteville Planning Commission considered R-PZD 06-2213 Planned Zoning District (SUNBRIDGE VILLAS, 290). After considerable discussion, the commission by a vote of 4-4 failed to pass the ordinance.

It is our intent to appeal this decision to the Fayetteville City Council and we are respectfully requesting that we be placed on an upcoming agenda so that our appeal may be heard. It is my understanding that the next date for such an appeal is November 7<sup>th</sup>, 2006. We understand that we will have to generate some additional material for the appeal and we will keep you in the information "loop" as we proceed.

Thank you for your assistance in this matter. If you have any questions or concerns please feel free to call me on my cell phone 422-1857 or Hugh Earnest who you perhaps already see more than you wish. His number is 841-8549.

Sincerely,



Mike McDonald  
Hometown Development

**RECEIVED**

**OCT 12 2006**

**CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE**

*Let it on the first reading 11/7/06*



## **CITY COUNCIL AGENDA MEMO**

---

**To:** Mayor and City Council

**Thru:** Gary Dumas, Director of Operations

**From:** Jeremy C. Pate, Director of Current Planning

**Date:** October 11, 2006

**Subject:** Residential Planned Zoning District for Sunbridge Villas (R-PZD 06-2213)

---

### **RECOMMENDATION**

The Planning Commission did not vote to forward the subject request to City Council. A motion to forward failed by a vote of 4-4-0. Planning Staff recommends in favor of the request for an ordinance to create an R-PZD for Subbridge Villas.

This action would establish a unique zoning district for a residential development on a 20.92-acre tract located at the Villa Mobile Home Park, northwest of Sunbridge Drive and Villa Boulevard.

### **BACKGROUND**

The subject property consists of an existing trailer park on approximately 20.92 acres located northwest of Sunbridge Drive and Villa Boulevard. The site is zoned RMF-24 and developed with 141 mobile home lots available for use, with a total density of 6.7 units per acre. The applicant requests rezoning and preliminary plat approval for a residential development in an R-PZD zoning district. The project proposes to relocate or remove the existing mobile homes and utilize the existing streets and infrastructure to develop 169 dwellings units and a community greenspace area. This property is planned to be subdivided into 142 lots and the common parcels would be under a common ownership maintained by a property owner's association, along with the private streets and sidewalks. Zoning criteria identifying permitted and conditional uses, building setbacks, bulk and area requirements and architectural guidelines are included within the project booklet provided by the applicant.

### **DISCUSSION**

On October 9, 2006, the Planning Commission voted 4-4-0 to forward this request to the City Council with commissioners Ostner, Harris, Clark, and Anthes voting 'No'. The motion failed and the applicant has appealed this request to City Council. The main issues of Planning Commission concern centered on the architectural renderings not providing enough detail, and a lack of variety of the building elevations proposed for the residential structures.

### **BUDGET IMPACT**

None.



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 06-2213, SUNBRIDGE VILLAS, LOCATED NORTHWEST OF SUNBRIDGE DRIVE AND VILLA BLVD., VILLA MOBILE HOME PARK, CONTAINING APPROXIMATELY 20.92 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN.

**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 R-PZD 06-2213 as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

**Section 2.** That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council indicated in Exhibit "C" attached hereto and made a part hereof.

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.**

**APPROVED:**

By: \_\_\_\_\_  
**DAN COODY, Mayor**

By: \_\_\_\_\_  
**SONDRA SMITH, City Clerk**

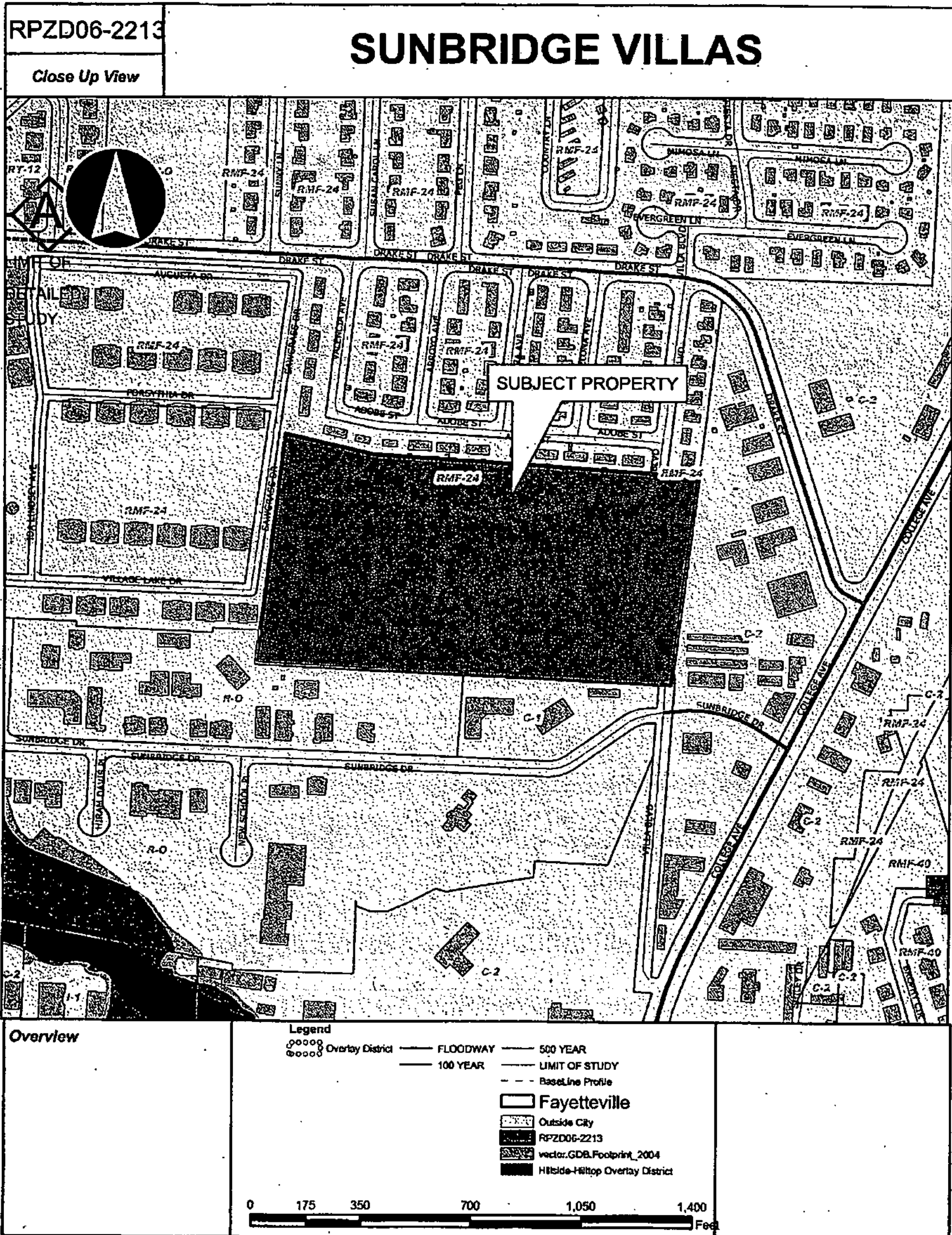


**EXHIBIT "A"**  
**R-PZD 06-2213**

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 35, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT A BEND POINT IN THE NORTH LINE OF LOT 6 IN SUNBRIDGE CENTER, AS SHOWN ON THE FINAL PLAT THEREOF RECORDED IN PLAT BOOK 13 AT PAGE 60; THENCE N07°02'19"E 746.76 FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 6 IN VILLA NORTH, AS SHOWN ON THE AMENDED FINAL PLAT THEREOF RECORDED IN PLAT BOOK 7 AT PAGE 105; THENCE ALONG THE SOUTH LINE OF SAID VILLA NORTH THE FOLLOWING TWO COURSES: S76°52'48"E 291.02 FEET TO A FOUND CONCRETE POST; THENCE S86°02'51"E 1028.04 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 IN SAID VILLA NORTH; THENCE DEPARTING SAID SOUTH LINE S07°03'49"W 674.34 FEET; THENCE N87°12'42"W 861.97 FEET TO A FOUND IRON PIN; THENCE N87°06'22"W 457.23 FEET TO THE POINT OF BEGINNING, CONTAINING 20.92 ACRES, MORE OR LESS, BEING SUBJECT TO THE RIGHT-OF-WAYS OF VALENCIA AVENUE, ARROYO AVENUE, MIRANDA AVENUE, SIERRA AVENUE, BARCELONA AVENUE, VILLA BOULEVARD, MADRID STREET AND GRANADA STREET, AND ALSO SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

# EXHIBIT "B"



**EXHIBIT "C"**

**R-PZD 06-2213**

**Page 1 of 5**

**Conditions of Approval**

1. Planning Commission determination of street improvements. Staff recommends an asphalt overlay on all streets within the project. The overlay shall create, at minimum, a 25' wide street width back of curb to back of curb. Engineering staff shall determine at the time of construction, the amount of improvement necessary (milling, depth of overlay, etc.). Street lights shall be installed every 300' along the private streets and at all intersections. In addition, existing sidewalks shown on the plat shall be repaired or reconstructed to meet City standard and shall be maintained by this development.
2. Planning Commission determination of a waiver of Chapter 166.06 to allow for more than 80 dwelling units on a private loop street. Staff finds in favor of this request, given that surrounding properties are fully developed and the existing neighborhood and street grid layout is being maintained for private two points of ingress and egress.
3. All streets and sidewalks shall be in an access easement. Private streets, sidewalks and detention ponds shall be the responsibility of the property owner or property owner's association to maintain according to city standards. Covenants shall provide that in the event the private streets and sidewalks are not maintained as required, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. Said covenants regarding maintenance of private streets shall not be amended and shall not terminate without approval of the City Council (§166.06 (K.10.b.vii)). Appropriate language shall be included on the final plat and approved by the Transportation and Engineering Divisions for such easement.
4. Curb cuts shall be limited to a maximum width of 16' measured at the back of the sidewalk or right-of-way where applicable, or at the back of the access easement where sidewalk is not present. Typical on-street parking shall be permitted on private streets, as long as no driveways are blocked.
5. Driveways shall meet the City's standard driveway requirements with 10' between drives, and a minimum of 5' between the drive and the side property line. Staff recommends



**EXHIBIT "C"**  
**R-PZD 06-2213**  
**Page 2 of 5**

utilizing shared driveways where possible. If lots share a driveway, a maximum 24-foot driveway shall be permitted.

6. Drainage improvements are required within the development to meet the current requirements of the City of Fayetteville Drainage Criteria Manual. The proposed storm sewer improvements will need to safely convey the 100-year storm flow through the site. Minimum finish floor elevations will need to be established for each lot adjacent to open channel or swales, and provided at the time of final plat.
7. Plat and booklet revisions to be completed:
  - a. Sheet 3.1. Side and rear elevations for the duplex and single family residences shall be submitted for review.
  - b. Sheet 5.0. Change the title to "Preliminary Plat".
  - c. Street lights shall be installed every 300' along the private streets and at all intersections. Include the location of new street lights on the plat.
  - d. Clearly indicate on the plat where the building setbacks are measured from, with dimensions. In addition, add notes to the setback chart for all of the zoning criteria clearly explaining where the building setbacks will be measured from. For the purpose of this development, the front building setbacks shall be measured from the edge of the access easement.
  - e. Specify the maximum amount of square feet (intensity) for the existing/proposed clubhouse in the zoning criteria for PA-4.
  - f. If the balconies/decks are not proposed to be installed on the rear of the four-plexes as shown in the submitted photos, the architectural design standards in the zoning criteria should add a statement indicating as such.
8. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.
9. Project Phasing: This development shall be built in one phase, with all permits for construction required to be issued within one year of City Council approval. A final plat shall be required in order to record the proposed lots and issue building permits.
10. Buildings shall be constructed to be consistent with the photos and concepts depicted in the

**EXHIBIT "C"**  
**R-PZD 06-2213**  
**Page 3 of 5**

booklet as specified. Building permits will be based upon the submitted photos and elevations.

11. Park fees credit has been given in the amount of \$135,360 for 141 existing mobile home lots. Parks fees for 133 single family and 36 multi-family homes totaling a net of \$16,800 after credit is given shall be paid prior to recordation of the final plat.
12. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code, and shall be subject to signage requirements for residential single-family development.
13. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

**Tree Preservation Conditions:**

14. Tree protection fencing will be extensive for this project. Please coordinate the installation with the Urban Forester.
15. By ordinance, tree canopy found within the building footprint must be counted as removed. There are several large canopied trees on this site that will not actually have to be removed entirely but possible just pruned for height allowance. Staff recommends working with the Urban Forester throughout the entire project to fence and preserve some of the larger trees that could remain.
16. Mitigation will be required on this site in the amount of 294 (2) inch caliper large species tree. The applicant has requested and been approved for on-site mitigation. A variety of quality tree species have been proposed to be planted back on the site which will ultimately better the city's urban forest as a whole.
17. A 3-year maintenance and monitoring bond, letter of credit, or check in the amount of \$73,500 shall be deposited with the City before the last certificate of occupancy.



**EXHIBIT "C"**  
**R-PZD 06-2213**  
**Page 4 of 5**

**Standard Conditions:**

18. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
19. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street. Architectural elevations for these structures shall be submitted for review prior to issuance of a building permit.
20. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
21. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
22. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
23. Prior to the issuance of a building permit the following is required:
  - a. Grading and drainage permits
  - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
  - b. Separate easement plat for this project that shall include the tree preservation area.
  - c. Project Disk with all final revisions
  - d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete

**EXHIBIT "C"**  
**R-PZD 06-2213**  
**Page 5 of 5**

improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

24. The only non-residential structure on the site is the proposed clubhouse. This structure shall comply with commercial design standards and shall be appropriately designed to provide compatibility with the proposed residential structures, in terms of materials, etc. The building elevations for the clubhouse are not being approved as part of this PZD.

25. A private street stub-out shall be provided to the west in the vicinity of Lot 55.

*The Planning Commission recommended these two amendments (No. 24 and 25), but the overall motion for approval of the PZD failed. If the City Council recommends then they will be indicated; if not, they will be removed.*

**Hometown Development**  
**1747 N. College Avenue**  
**Fayetteville, AR 72703**

October 12, 2006

Mrs. Sondra Smith  
City Clerk  
City of Fayetteville  
113 West Mountain  
Fayetteville, Ark 72701

Dear Mrs. Smith

On Monday October 9, 2006, the Fayetteville Planning Commission considered R-PZD 06-2213 Planned Zoning District (SUNBRIDGE VILLAS, 290). After considerable discussion, the commission by a vote of 4-4 failed to pass the ordinance.

It is our intent to appeal this decision to the Fayetteville City Council and we are respectfully requesting that we be placed on an upcoming agenda so that our appeal may be heard. It is my understanding that the next date for such an appeal is November 7<sup>th</sup>, 2006. We understand that we will have to generate some additional material for the appeal and we will keep you in the information "loop" as we proceed.

Thank you for your assistance in this matter. If you have any questions or concerns please feel free to call me on my cell phone 422-1857 or Hugh Earnest who you perhaps already see more than you wish. His number is 841-8549.

Sincerely,



Mike McDonald  
Hometown Development

**RECEIVED**

**OCT 12 2006**

**CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE**





Planning Commission Meeting  
October 9, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Planning Commission  
FROM: Andrew Garner, Senior Planner  
Matt Casey, Assistant City Engineer  
THRU: Jeremy Pate, Director of Current Planning  
DATE: October 3, 2006 Updated October 19, 2006

**R-PZD 06-2213: Planned Zoning District (SUNBRIDGE VILLAS, 290):** Submitted by PROJECT DESIGN CONSULTANTS, INC. for property located at NW OF SUNBRIDGE DRIVE AND VILLA BLVD., VILLA MOBILE HOME PARK. The property is zoned RMF-24, MULTI FAMILY - 24 UNITS/ACRE and contains approximately 20.92 acres. The request is for rezoning and preliminary plat approval for 142 lots containing 129 detached and 40 attached residential dwellings.

Property Owner: Windstar Investments, LLC  
Planner: Andrew Garner

**Findings:**

*Property Description:* The subject property consists of an existing trailer park on approximately 20.92 acres located northwest of Sunbridge Drive and Villa Boulevard. The site is zoned RMF-24 and developed with 141 mobile home lots available for use, with a total density of 6.7 units per acre. The surrounding zoning and land use is presented in *Table 1*.

**Table 1**  
**Surrounding Land Use/Zoning**

| Direction from Site | Land Use               | Zoning                                                |
|---------------------|------------------------|-------------------------------------------------------|
| North               | Two-family residential | RMF-24                                                |
| South               | Office/commercial      | C-1, Neighborhood Commercial; R-O, Residential Office |
| East                | Mixed commercial       | C-2, Thoroughfare Commercial                          |
| West                | Multi-family           | RMF-24                                                |

*Proposal:* The applicant requests rezoning and preliminary plat approval for a residential development in an R-PZD zoning district. The project proposes to relocate or remove the existing mobile homes and utilize the existing streets and infrastructure to develop 169 dwellings units and a community greenspace area as listed in *Table 2*. This property is planned to be subdivided into 142 lots and the common parcels would be under a common ownership maintained by a property owner's association (POA), along with the private streets and sidewalks.

**Table 2**  
**Sunbridge Villas R-PZD 06-2213**  
**Project by Planning Area**

| Planning Area |               | Dwellings  | Number of Structures | Type of Structure      | Acreage      | Density     |
|---------------|---------------|------------|----------------------|------------------------|--------------|-------------|
| Number        | Name          |            |                      |                        |              |             |
| 1             | Single Family | 129        | 129                  | Single-family detached | 16.63        | 7.76        |
| 2             | Two-Family    | 4          | 2                    | Duplex                 | 0.88         | 4.55        |
| 3             | Multi-Family  | 36         | 9                    | Quad-plex              | 2.64         | 13.64       |
| 4             | Green Space   | 0          | 1                    | Clubhouse              | 0.77         | 0.00        |
| <b>TOTAL</b>  | <b>NA</b>     | <b>169</b> | <b>141</b>           | <b>Varied</b>          | <b>20.92</b> | <b>8.08</b> |

*Access and Parking:* Access is provided off of Villa Boulevard traversing the eastern portion of the property and connecting Sunbridge Drive and Drake Street to the south and north, respectively. Barcelona Avenue, Sierra Avenue, Granada Street, Valencia Avenue, Arroyo Avenue, and Madrid Street are internal streets in the existing mobile home park that would be retained in their current grid pattern. Four-foot sidewalks as depicted on the submitted plats would be provided on at least one side of all streets. The streets and sidewalks would be private streets maintained by the property owner or POA, with the exception of Villa Boulevard.

*Connectivity:* This property is developed for a mobile home park and is surrounded on all four sides by existing development. Providing additional street connections from those existing is not feasible.

*Street Improvements/Right-of-Way Dedication:* Staff recommends overlaying the existing street system throughout the property with a new asphalt layer, with the details and specifications to be determined by Engineering staff at the time of construction. Right-of-way dedication is not necessary. The amount of traffic generated by 169 dwelling units could be substantial; however, there are 141 existing mobile homes on the property generating a substantial amount of traffic currently, without noticeable deficiencies in traffic movement. The proposed increase of 28 dwelling units is not substantial, given the already improved public streets in the area.

*Proposed Zoning Criteria:* The proposed zoning criteria and site plan allows for a density of 8.08 units per acre over the entire site and a 15' building setback off of the private streets. The zoning criteria are provided in duplicate in the project booklet and on the plats. Please reference this provided material for more information. These documents are binding to the zoning of the property.

*Phasing:* The applicant proposes to construct this development in one phase with permits for infrastructure construction being obtained within one year of approval.

*Water & Sewer:* Water and sewer lines are available to serve the development.

*Adjacent Master Street Plan Streets:* Villa Boulevard (Local Street)

*Parks:* On August 7, 2006 the Park and Recreation Advisory Board recommended accepting



money in lieu of land to satisfy the park land dedication ordinance. Park fees credit has been given in the amount of \$135,360 for 141 existing mobile home lots. Parks fees for 133 single family and 36 multi-family homes totaling a net of \$16,800 after credit is given shall be paid prior to recordation of the final plat.

**Tree Preservation:** Existing Canopy: 18.21%  
Preserved Canopy: 6.79%  
Required Canopy: 20.0%  
Mitigation: Required; 294 two-inch caliper trees

**Public Comment:** Staff has received a few phone calls from interested neighbors, but has not received any objections to the project.

**Subdivision Committee Update:** The September 28, 2006 Subdivision Committee meeting discussion centered on concerns with dumpsters for the quad-plexes being located in the front yard adjacent to the streets. The Subdivision Committee also asked if recycling could be provided to the quad-plexes with dumpsters. Planning Staff discussed this project with the Solid Waste Division who confirmed that dumpsters are required for quad-plexes. The Solid Waste Division discussed that they are open to discussing how recycling service could be provided to these multi-family units, although it is not typically allowed in a multi-family setting.

**Recommendation:** Staff recommends forwarding R-PZD 06-2213 to City Council with a recommendation for approval with the following conditions to be addressed:

**Conditions of Approval:**

1. Planning Commission determination of street improvements. *Staff recommends an asphalt overlay on all streets within the project. The overlay shall create, at minimum, a 25' wide street width back of curb to back of curb. Engineering staff shall determine at the time of construction, the amount of improvement necessary (milling, depth of overlay, etc.). Street lights shall be installed every 300' along the private streets and at all intersections. In addition, existing sidewalks shown on the plat shall be repaired or reconstructed to meet City standard and shall be maintained by this development.*
2. Planning Commission determination of a waiver of Chapter 166.06 to allow for more than 80 dwelling units on a private loop street. *Staff finds in favor of this request, given that surrounding properties are fully developed and the existing neighborhood and street grid layout is being maintained for private two points of ingress and egress.*
3. All streets and sidewalks shall be in an access easement. *Private streets, sidewalks and detention ponds shall be the responsibility of the property owner or property owner's association to maintain according to city standards. Covenants shall provide that in the event the private streets and sidewalks are not maintained as required, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within*

*the PZD for such cost. The covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. Said covenants regarding maintenance of private streets shall not be amended and shall not terminate without approval of the City Council (§166.06 (K.10.b.vii). Appropriate language shall be included on the final plat and approved by the Transportation and Engineering Divisions for such easement.*

4. Curb cuts shall be limited to a maximum width of 16' measured at the back of the sidewalk or right-of-way where applicable, or at the back of the access easement where sidewalk is not present. Typical on-street parking shall be permitted on private streets, as long as no driveways are blocked.
5. Driveways shall meet the City's standard driveway requirements with 10' between drives, and a minimum of 5' between the drive and the side property line. *Staff recommends utilizing shared driveways where possible. If lots share a driveway, a maximum 24-foot driveway shall be permitted.*
- ~~6. For those lots adjacent to a sidewalk, setbacks shall be 11' instead of 15', to incorporate the 4' sidewalk into the access easement. Revise the zoning criteria on the plats and booklets accordingly.~~

**THE APPLICANT ADDRESSED THIS CONDITION WITH THE PLATS AND BOOKLETS SUBMITTED FOR CITY COUNCIL.**

7. Drainage improvements are required within the development to meet the current requirements of the City of Fayetteville Drainage Criteria Manual. The proposed storm sewer improvements will need to safely convey the 100-year storm flow through the site. Minimum finish floor elevations will need to be established for each lot adjacent to open channel or swales, and provided at the time of final plat.
8. Plat and booklet revisions to be completed prior to City Council:
  - a. Sheet 3.1. *Side and rear elevations for the duplex and single family residences shall be submitted for review prior to City Council.*
  - b. Sheet 5.0. Change the title to "Preliminary Plat".
  - c. Street lights shall be installed every 300' along the private streets and at all intersections. Include the location of new street lights on the plat.
  - ~~d. Clearly indicate on the plat where the building setbacks are measured from, with dimensions. In addition, add notes to the setback chart for all of the zoning criteria clearly explaining where the building setbacks will be measured from. For the purpose of this development, the front building setbacks shall be measured from the edge of the access easement. This may reduce the front building setbacks from 15' to approximately 11' for those buildings located adjacent to an existing sidewalk. Please verify, and change the zoning criteria as needed to update this change.~~

**THE APPLICANT ADDRESSED THIS CONDITION PARTIALLY WITH THE PLATS AND**

**BOOKLETS SUBMITTED FOR CITY COUNCIL, ALTHOUGH A NOTE STILL NEEDS TO BE ADDED INDICATING WHERE THE BUILDING SETBACKS WILL BE MEASURED FROM.**

- e. Specify the maximum amount of square feet (intensity) for the existing/proposed clubhouse in the zoning criteria for PA-4.
- f. If the balconies/decks are not proposed to be installed on the rear of the four-plexes as shown in the submitted photos, the architectural design standards in the zoning criteria should add a statement indicating as such.
- g. ~~Booklet page 6 for PA 4. Item C. Change 'Density' to 'Intensity'.~~

**THE APPLICANT ADDRESSED THIS CONDITION WITH THE PLATS AND BOOKLETS SUBMITTED FOR CITY COUNCIL.**

- h. ~~Booklet. Page 2, Item 2. Site Plan. Add statements describing that the existing one parcel would be subdivided into 142 lots, providing 129 single family detached, two duplexes, nine quad plexes, and a common greenspace area. There is currently one legal lot of record, APN 765-16000-000.~~

**THE APPLICANT ADDRESSED THIS CONDITION WITH THE PLATS AND BOOKLETS SUBMITTED FOR CITY COUNCIL.**

- 9. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.
- 10. Project Phasing: This development shall be built in one phase, with all permits for construction required to be issued within one year of City Council approval. A final plat shall be required in order to record the proposed lots and issue building permits.
- 11. Buildings shall be constructed to be consistent with the photos and concepts depicted in the booklet as specified. Building permits will be based upon the submitted photos and elevations.
- 12. Park fees credit has been given in the amount of \$135,360 for 141 existing mobile home lots. Parks fees for 133 single family and 36 multi-family homes totaling a net of \$16,800 after credit is given shall be paid prior to recordation of the final plat.
- 13. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code, and shall be subject to signage requirements for residential single-family development.
- 14. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.



**Tree Preservation Conditions:**

15. Tree protection fencing will be extensive for this project. Please coordinate the installation with the Urban Forester.
16. By ordinance, tree canopy found within the building footprint must be counted as removed. There are several large canopied trees on this site that will not actually have to be removed entirely but possible just pruned for height allowance. Staff recommends working with the Urban Forester throughout the entire project to fence and preserve some of the larger trees that could remain.
17. Mitigation will be required on this site in the amount of 294 (2) inch caliper large species tree. The applicant has requested and been approved for on-site mitigation. A variety of quality tree species have been proposed to be planted back on the site which will ultimately better the city's urban forest as a whole.
18. A 3-year maintenance and monitoring bond, letter of credit, or check in the amount of \$73,500 shall be deposited with the City before the last certificate of occupancy.

**Standard Conditions:**

19. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
20. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street. Architectural elevations for these structures shall be submitted for review prior to issuance of a building permit.
21. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
22. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
23. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
24. Prior to the issuance of a building permit the following is required:
  - a. Grading and drainage permits
  - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.



- b. Separate easement plat for this project that shall include the tree preservation area.
- c. Project Disk with all final revisions
- d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

25. The only non-residential structure on the site is the proposed clubhouse within the Commons. This structure shall comply with commercial design standards and shall be appropriately designed to provide compatibility with the proposed residential structures, in terms of materials, etc. The building elevations for the clubhouse are not being approved as part of this PZD.

**PLANNING COMMISSION ADDED THIS CONDITION (10/09/06).**

26. A private street stub-out shall be provided to the west in the vicinity of Lot 55.

**PLANNING COMMISSION ADDED THIS CONDITION (10/09/06).**

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|                             |                                                                                                                                                                                                                   |                                            |                   |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------|
| Planning Commission Action: | Approval                                                                                                                                                                                                          | <input checked="" type="checkbox"/> Denied | Forwarded to C.C. |
| Motion:                     | <u>Graves (motion to approve)</u>                                                                                                                                                                                 |                                            |                   |
| Second:                     | <u>Trumbo</u>                                                                                                                                                                                                     |                                            |                   |
| Vote:                       | <u>4-4-0 (Ostner, Harris, Clark, and Anthes voting "No".)</u>                                                                                                                                                     |                                            |                   |
| Meeting Date:               | <u>October 9, 2006</u>                                                                                                                                                                                            |                                            |                   |
| Comments:                   | <u>Main issues of Planning Commission concern centered on the architectural renderings not providing enough detail, and a lack of variety of the building elevations proposed for the residential structures.</u> |                                            |                   |

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The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Findings associated with MDP R-PZD 06-2213 (Sunbridge Villas)**

**Sec. 166.06. Planned Zoning Districts (PZD).**

---

***(E) Approval or Rejection Criteria for Planned Zoning Districts***

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

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2025;

**FINDING:** Staff finds the application to be in compliance with the Master Development Plan Planned Zoning District criteria established by the City Council. The Interim Future Land Use Plan Map adopted as part of City Plan 2025 designates this site Residential. The Sector Map also adopted as part of City Plan 2025 designate this area as an Infill Growth Sector. Rezoning this property to R-PZD 06-2213 with single and multi-family dwelling units is consistent with the land use plan for residential uses, and is compatible with surrounding residential land uses and density within surrounding residential property to the north, and west, and commercial/office to the south and east. Further, the density of the residential development proposed is consistent with this property's location within the Infill Growth Sector.

- (2) Whether the application is in compliance with all applicable statutory provisions;

**FINDING:** The application has been reviewed and found to be compliant with applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

**FINDING:** The impact of the rezoning and subsequent development would require the provision of public facilities, at the cost of the developer. Without improvements to existing infrastructure, the proposal would certainly adversely affect public facilities and services. However, as indicated in the submittal and the staff report, certain measures are to be taken to ensure adequate infrastructure improvements are made by the developer to ensure the level of service does not decline due to the proposed development.

- (4) Whether the rezoning is compatible with the surrounding land uses;

**FINDING:** The rezoning request, combined with the Master Development Plan, would allow 129 single-family, 4 two-family, and 36 multi-family residential dwellings. The proposed zoning criteria and residential development provides an appropriate transition between the commercial zoning and development to the south and east, the surrounding two-family residential development to the north, and the multi-family to the west. The overall density on the property would be 8.08 units per acre and would be compatible with

the existing RMF-24 zoning to the north and west, and the existing two-family and multi-family development in the vicinity. The site layout utilizes the existing grid street pattern for the mobile home park accessing Villa Street at two points and providing access to the residential structures and club house, and a 4' sidewalk would be provided on at least one side of each street. Common area on the site is provided in 0.6 acres in an existing clubhouse lot that would be utilized for a clubhouse and potentially a community pool. The site layout would remain the same as with the existing mobile home park, and is compatible with the existing surrounding land uses.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

**FINDING:** The subject property is developed for 141 mobile homes and a clubhouse. This project makes use of the existing streets and infrastructure and is suitable for the intended redevelopment of the property. The project would be able to preserve some of the existing tree canopy and would be required to mitigate for impacted tree canopy. The development is compatible with the natural environment.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

**FINDING:** The amount of traffic generated by 169 dwelling units could be substantial; however, there are 141 existing mobile homes on the property generating a substantial amount of traffic currently, without noticeable deficiencies in traffic movement. The proposed increase of 28 dwelling units is not substantial, given the already improved public streets in the area.

- (7) Whether the planned development provides for unified development control under a unified plan;

**FINDING:** The booklet and master development plans submitted provide for said unified development control.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

**FINDING:** No other zoning considerations are proposed to be violated.

*(B) Development standards, conditions and review guidelines*

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall

determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

**FINDING:** The proposed Sunbridge Villas PZD provides for an adequate transition and infill between the existing two-family residences to the north, the multi-family residences to the west, and the commercial and office uses to the south and east. The architectural standards for the proposed structures are a higher standard than the existing mobile homes on the property. A PZD in this situation allows for an increased density over the property while providing a mixed single- and multi- family residential neighborhood. The existing street system and mobile home lots will be used for 129 relatively small single-family detached units, 4 duplexes, and 36 quad-plexes. This infill development takes advantage of existing infrastructure and results in a minimal amount of environmental impacts to an already disturbed and developed site. The proposed zoning is required to allow for the non-traditional residential development proposed that would not be allowed under current residential zoning. Adequate parking has been provided, and the inclusion of preserved trees as well as mitigation trees will create a healthy urban canopy.

- (2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

**FINDING:** Surface parking areas are provided in Lot 141 where the existing clubhouse and parking area is located. A landscape plan has been supplied, and trees and shrubs along the street frontages of the parking lot are required.

- (3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

- (a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.
- (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
- (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic,



general attractiveness, access to dwelling units and the proper relationship of different land uses.

- (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.
- (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.
- (f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

**FINDING:** The vehicular circulation system is comprised of the existing grid street system through the mobile home park accessing Villa Boulevard at two points. The dwellings primarily face the streets where possible. The existing street alignment provides adequate ingress and egress, and would be required to be overlayed with asphalt, and a 4' sidewalk provided on at least one side of all streets.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

**FINDING:** A 17-space parking lot would be provided around the clubhouse, and all other parking would be accommodated in either garages or driveways. All parking ratios are to be met with this proposal. On-street parking is to be permitted, where possible.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

**FINDING:** This requirement has been met.

- (6) *Sidewalks.* As required by §166.03.

**FINDING:** As conditioned, a 4' concrete sidewalk would be provided on at least one side of all the interior streets in this development.

- (7) *Street Lights.* As required by §166.03.

**FINDING:** Street lights are to be provided adjacent to all public and private streets at a separation of no greater than 300 feet.

- (8) *Water.* As required by §166.03.



**FINDING: Public water lines are provided in accordance with city codes.**

(9) *Sewer.* As required by §166.03.

**FINDING: Public sewer lines are provided in accordance with city codes.**

(10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

(a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

(b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

(i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.

(ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.

(iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.

(iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.

(v) The plat of the planned development shall designate each private street as a "private street."

(vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.

(vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad



valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

- (viii) The width of private streets may vary according to the density served. The following standard shall be used:

**Paving Width**

(No On-Street Parking)

| Dwelling Units | One-Way | Two-Way |
|----------------|---------|---------|
| 1 - 20         | 14'     | 22'     |
| 21+            | 14'     | 24'     |

**\*Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

- (ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.
- (x) There shall be no minimum building setback requirement from a private street.
- (xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

**FINDING:** The applicant shall comply with the above criteria, as this development would retain Villa Boulevard as a public street, and all other existing streets would be private. Private streets are proposed to be 25 feet in width, and Villa Boulevard, a public street, is 28 feet in width, in a 50' right-of-way with 4' sidewalk on either side. The applicant requests a waiver of Section 10.(IV), requiring a maximum of 80 units on a loop street. Staff is supportive of this request, finding two separate points of egress/ingress are available and that the existing neighborhood's infrastructure is being utilized, for the property is surrounded by developed properties.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the

nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

**FINDING: All development on the site shall be phased according to the phasing plan and conditions herein.**

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

**FINDING: This development would retain 6.64% of the existing 27.86% tree canopy over the property. This property is required to retain 20% tree canopy. The applicant would provide for on-site mitigation trees in compliance with ordinance, and to provide an increased overall canopy on the site, providing for an urban canopy.**

- (13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

**FINDING: The only non-residential structure on the site is the proposed clubhouse within the Commons. This structure shall comply with commercial design standards and shall be appropriately designed to provide compatibility with the proposed residential structures, in terms of materials, etc.**

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

**FINDING: No scenic views are identified, and the height of structures proposed is not uncommon for the area.**

(E) *Revocation.*

- (1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

(a) *Building permit.* If no building permit has been issued within the time allowed.

(b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.

- (c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.
- (3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

- (1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.



(2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:

- (a) The homeowner's association must be legally established before building permits are granted.
- (b) Membership and fees must be mandatory for each home buyer and successive buyer.
- (c) The open space restrictions must be permanent, rather than for a period of years.
- (d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.
- (e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property. The association must be able to adjust the assessment to meet changing needs.

**FINDING: The applicant shall comply with these requirements.**

**Sec. 161.25 Planned Zoning District**

(A) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) Compatibility. Providing for compatibility with the surrounding land uses.
- (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) No negative impact. Does not have a negative effect upon the future development



of the area;

- (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

**FINDING:** Staff finds this proposal meets the intent of the City Plan 2025, as well as some of the above ten criteria. Residential infill in this urban area is accomplished at a moderate density of 8.08 units per acre, transition and compatibility of land uses is provided by converting the existing mobile home park into a mixed single- and multi- family development by changing the existing zoning from RMF-24 into a customized residential zoning. Reduced building setbacks and private streets allowed by this customized PZD zoning allow the existing infrastructure and street layout for the mobile home park to be converted into single- and multi- family dwellings that can be owner-occupied, thus providing the potential for home ownership within the City. The following guiding policies within Residential Areas are applicable to this development, and help to achieve the nine primary goals of the City Plan 2025:

**Residential Areas:**

***12.1.4.a Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods. (Goal 3)***

***12.1.4.c Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness. (Goal 4)***

***12.1.4.d Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.***

***12.1.4.e Utilize more intense development patterns within the infill sector and encourage mixed uses in new developments to promote better community design, maintain human scale,***



*and enhance pedestrian activity. (Goal 1)*

*12.1.4.f Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services. (Goals 1g and 3)*

*12.1.4.g Encourage residential dwellings in appropriate specified Mixed Use Areas. (Goals 1 and 3)*

*12.1.4.h Encourage a development scale to maintain compatibility and proportionality between nonresidential development and adjacent residential areas. (Goal 3a)*

*12.1.4.i Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation. (Goal 4)*

*12.1.4.j Discourage design elements that prohibit complete, compact, connected neighborhoods such as cul-de-sacs, gated communities, etc. (Goal 3a)*

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166; Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

**FINDING:** The submitted development plats and Master Development Plan booklets, along with the conditions of approval found applicable and appropriate, are binding with the approval of the requested rezoning. Should the Planning Commission forward this item to the City Council, an ordinance will be drafted for consideration of rezoning this property in accordance with the submittal herein.

(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 City Plan 2025 and the orderly development of the city.

- (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
- (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
- (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
- (e) To encourage the efficient use of those public facilities required in connection with new residential development.

**FINDING: Staff is recommending approval of this application, finding the proposed PZD meets the intent of the PZD ordinance as noted above.**

- (2) *Permitted Uses.* 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) *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.

**FINDING: Permitted and Conditional uses are outlined in both the Master Development Plan booklets and plats.**

- (4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

**FINDING: All uses are proposed as residential, with the exception of those areas identified for conditional use permits and the clubhouse.**

(F) *Bulk and area regulations*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
  - (a) The densities of surrounding development;
  - (b) the densities allowed under the current zoning;
  - (c) the urban development goals and other policies of the city's General Plan;

- (d) the topography and character of the natural environment; and
- (e) the impact of a given density on the specific site and adjacent properties.

**FINDING:** Surrounding development is two-family to the north, multi-family to the west, and a mix of commercial and office uses to the south and east. The proposed residential density of 8.08 units per acre would be compatible with the surrounding development, and is a downzoning from the existing RMF-24 zoning. The proposed density would increase the number of dwellings units from 141 to 169 on the property, and is consistent with City land use goals and policies indicating residential infill on the site. The impacts of the proposed density would be negligible to surrounding properties, and is consistent with the character and topography, and layout of the site. Requirements under the current zoning (RMF-24) would not allow for the proposed layout and redevelopment utilizing the existing streets and infrastructure. Infrastructure in the area is adequate to support the proposed development.

- (2) *Lot area and setback 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.

**FINDING:** Lot area minimums and setbacks are different than a standard residential zoning to allow the structures to be closer to the street and the side and rear lot lines. The lot area and setbacks provide for a small footprint type of single family unit mixed with quad-plexes and duplexes.

- (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.

**FINDING:** Building heights proposed for this project are typical of single and multi-family development in the surrounding area.

- (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.

**FINDING:** The building area coverage on this project would minimize lot coverage to between 50-65%, while the existing RMF-24 zoning on the site and surrounding residential



properties does not limit building area.

**\*Required Findings for Rezoning Request.**

**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 Interim Future Land Use Plan Map adopted as part of City Plan 2025 designates this site Residential. The Sector Map also adopted as part of City Plan 2025 designate this area as an Infill Growth Sector. Rezoning this property to R-PZD 06-2213 with single- and multi- family dwelling units is consistent with the land use plan for residential use, and compatible with surrounding residential land uses and density within surrounding residential property to the north and west, and commercial and office development to the south and east. Further, the density of the residential development proposed is consistent with this property's location within in Infill Growth Sector.

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

**Finding:** At this time the property is zoned RMF-24, which allows for single- and multi-family residential use. The redevelopment of this existing mobile home park into a mixed residential neighborhood requires a customized R-PZD zoning district. The property is identified as an Infill Growth Sector. The existing street layout and public infrastructure make rezoning of this property to the proposed R-PZD advisable.

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

**Finding:** Staff finds this proposal will not create or appreciably increase traffic danger and congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding:** Staff finds that in evaluating this proposal, the population density would be slightly increased from that which currently exists. Staff finds, however, that the load created on public services is not an undesirable or detrimental impact, with the improvements as recommended by staff for this project.

**Engineering:** Public water and sewer are located throughout the site.

**The site has access to Villa Boulevard which is an improved two-lane paved roadway at this property. Staff recommends an asphalt overlay be provided over the existing roadways throughout the property, and that 4' concrete sidewalk be provided on at least one side of all streets.**

Drainage improvements are required within the development to meet the current requirements of the City of Fayetteville Drainage Criteria Manual. The proposed storm sewer improvements will need to safely convey the 100-year storm flow through the site. Minimum finish floor elevations will need to be established for each lot adjacent to open channel or swales.

***Police:* It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter population density and will not create an undesirable increase on police services.**

***Fire:* The subject property is located approximately 2.2 miles from the Engine #4 and Ladder #4 at the fire station at 3385 North Plainview, with an expected response time of approximately 6 minutes. No adverse impacts on call volume or response time are anticipated.**

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**





THE CITY OF FAYETTEVILLE, ARKANSAS

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

## LANDSCAPE REVIEW FORM

To: Fayetteville Planning Commission

From: Andrew Garner, Senior Planner

Date: October 3, 2006

**ITEM #: LSD 06-2213 (Sunbridge Villas)**

### Applicable Requirements:

|   |                             |
|---|-----------------------------|
| X | Off Street Parking          |
| X | Commercial Design Standards |
| X | Buffers and Screening       |
|   | IL-540 Design Overlay       |

### Plan Checklist:

Y = submitted by applicant

N = requested by city

NA = not applicable

| Preliminary Submittal | Final Submittal |                                                                                                                                                                     |
|-----------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       |                 | <b>Off-Street Parking and Loading</b>                                                                                                                               |
| Y                     |                 | wheel stops / curbs                                                                                                                                                 |
| Y                     |                 | irrigation                                                                                                                                                          |
| Y                     |                 | edged landscape beds indicated                                                                                                                                      |
| Y                     |                 | species of plant material identified                                                                                                                                |
| Y                     |                 | size of plant material at time of installation indicated                                                                                                            |
| Y                     |                 | interior landscaping                                                                                                                                                |
|                       |                 | narrow tree lawn (8' min. width, 17' min. length / 1 tree per 15 spaces)                                                                                            |
|                       |                 | tree island (10' min. width / 1 tree per 12 spaces)                                                                                                                 |
| Y                     |                 | perimeter landscaping                                                                                                                                               |
|                       |                 | side and rear property lines (5' landscaped)                                                                                                                        |
|                       |                 | adjacent to street R.O.W (15' greenspace exclusive for landscaping / 1 street tree every 30 L.F., a continuous planting of shrubs and ground cover - 50% evergreen) |

|                          |                    |                                                                          |
|--------------------------|--------------------|--------------------------------------------------------------------------|
| Y                        |                    | soil amendments notes include that soil is amended and sod removed       |
| Y                        |                    | mulching notes indicate mulching around trees and within landscape beds. |
| Y                        |                    | planting details according to Fayetteville's Landscape Manual            |
| Preliminary<br>Submittal | Final<br>Submittal | <b>Commercial Design Standards</b>                                       |
| NA                       |                    | greenspace adjacent to street R.O.W. (15' wide)                          |
| NA                       |                    | street trees planted every 30' L.F. along R.O.W.                         |
| NA                       |                    | outdoor storage screened with landscaping                                |
|                          |                    | <b>Buffer Strips and Screening</b>                                       |
| NA                       |                    | landscaped area (12' min.)                                               |
| NA                       |                    | fence required                                                           |
| NA                       |                    | outdoor storage screened with landscaping                                |
| NA                       |                    | non-residential landscape screen when adjacent to residential zones      |
| NA                       |                    | landscape requirement for setback reduction                              |
|                          |                    | <b>Overlay District Requirements</b>                                     |
| NA                       |                    | greenspace adjacent to street R.O.W. (25' wide)                          |
| NA                       |                    | street trees planted every 30' L.F. along R.O.W.                         |
| NA                       |                    | 25% of total site area left in greenspace (80% landscaped)               |
| NA                       |                    | parking lots and outdoor storage screened with landscaping               |

**Recommendation:** Approval of the landscape plan associated with LSD 06-2190 with the following conditions.

**Conditions of Approval:**

1. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.



CC Meeting of November 7, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: (479) 444-3470

## TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville City Council

From: Sarah K. Patterson, Urban Forester

Date: October 16, 2006

### **ITEM # RPZD 06-2213: Residential Planned Zoning District (Sunbridge Villas)**

#### *Requirements Submitted:*

|   |                                                 |
|---|-------------------------------------------------|
| T | Initial Review with the Landscape Administrator |
| ✓ | Site Analysis Map Submitted                     |
| ✓ | Site Analysis Written Report Submitted          |
| T | Complete Tree Preservation Plan Submitted       |

#### *Canopy Measurements:*

|                                 |         |
|---------------------------------|---------|
| Total Site Area                 |         |
| acres                           | 20.92   |
| square feet                     | 911,275 |
| Existing Tree Canopy            |         |
| acres                           | 3.82    |
| square feet                     | 166,375 |
| percent of site area            | 18.21 % |
| Existing Tree Canopy Preserved  |         |
| acres                           | 1.42    |
| square feet                     | 61,922  |
| percent of total site area      | 6.79 %  |
| Percent Minimum Canopy Required | 18.21%  |

#### **FINDINGS:**

*The desirability of preserving a tree or group of trees by reason of age, location, size or species.*

- **This site is currently a mobile home park. The intent of this project is to utilize existing streets and utilities to redevelop the area into a**



**single and multi family neighborhood. The area has been inventoried by a certified arborist who found most trees to be in poor to fair shape. There are several species with many being invasive and/or less desirable.**

*The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.*

- **Environmental degradation should be very minimal on this site because it is redeveloping in a similar fashion.**

*The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.*

- **Utility easements are required along all the property lines of this project. This type of design does not allow for preservation of canopy along property lines. Adjacent property could be affected.**

*Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.*

- **N/A**

*Whether the size or shape of the lot reduces the flexibility of the design.*

- **Size and shape of the lot does not reduce flexibility of design however trying to use the existing streets does.**

*The general health and condition of the tree or group of trees, or the presence of any disease, injury or hazard.*

- **The general health of the trees is anywhere from poor to fair with a few ranking as good.**

*The placement of the tree or group of trees in relation to utilities, structures, and use of the property.*

- **Many of the trees shown as removed are as such by City requirements for building foot print size. There is a possibility that with care during construction, additional trees will be saved interior to the lots around the structures. Many utility easements have been requested for this leaving the site little area for preservation.**

*The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.*

- **Many trees are found within utility easements. Several existing lines required additional easements around them. The trees have been shown as removed but will potential stay unless the lines require repair or upgrading.**

*Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.*

- **The existing roads and drives have been utilized for the design of this**

**project.**

*Construction requirements for On-Site and Off-Site Alternatives.*

- N/A

*The effects of proposed On-Site Mitigation or Off-Site Alternatives.*

- **Mitigation will be required on this site to replace poor canopy on the site. Mitigation of superior species trees will ultimately benefit this site and the urban forest as a whole.**

*The effect other chapters of the UDC, and departmental regulations have on the development design.*

- N/A

*The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations:*

- N/A

*The impact a substantial modification or rejection of the application would have on the Applicant:*

- **Staff is recommending approval of the Tree Preservation Plan associated with RPZD 06-2213 with the following conditions of approval.**

**Conditions of Approval:**

- 1. Tree protection fencing will be extensive for this project. Please coordinate the installation with the Urban Forester.**
- 2. By ordinance, tree canopy found within the building footprint must be counted as removed. There are several large canopied trees on this site that will not actually have to be removed entirely but possible just pruned for height allowance. Staff recommends working with the Urban Forester throughout the entire project to fence and preserve some of the larger trees that could remain.**
- 3. Mitigation will be required on this site in the amount of 294 (2) inch caliper large species tree. The applicant has requested and been approved for on-site mitigation. A variety of quality tree species have been proposed to be planted back on the site which will ultimately better the city's urban forest as a whole.**
- 4. A 3-year maintenance and monitoring bond, letter of credit, or check in the amount of \$73,500 shall be deposited with the City before the last certificate of occupancy.**



**Project Design Consultants**  
**Sunbridge Job #2006023 Tree Inventory**

| <u>Tree #</u> | <u>Species</u> | <u>Size</u> | <u>Condition</u> | <u>Comments</u>                       |
|---------------|----------------|-------------|------------------|---------------------------------------|
| 1             | Silver Maple   | 15 TRPL     | Poor             |                                       |
| 2             | Silver Maple   | 29          | Poor             |                                       |
| 3             | Silver Maple   | 24          | Poor             | Hollow trunk                          |
| 4             | Silver Maple   | 16 TRPL     | Poor             |                                       |
| 5             | Silver Maple   | 13 Multi    | Fair             | Corrective prune, deadwood            |
| 6             | Silver Maple   | 10 DBL      | Poor             |                                       |
| 7             | Silver Maple   | 11 TRPL     | Poor             |                                       |
| 8             | Black Walnut   | 19          | Good             | Deadwood                              |
| 9             | Black Walnut   | 9           | Fair             | Corrective prune                      |
| 10            | Black Walnut   | 11          | Good             |                                       |
| 11            | Black Walnut   | 9           | Good             | Corrective prune                      |
| 11            | Black Walnut   | 10          | Fair             | Corrective prune                      |
| 12            | Black Walnut   | 10          | Poor             |                                       |
| 13            | Chinese Elm    | 14          | Fair             | Deadwood                              |
| 14            | American Elm   | 21          | Poor             |                                       |
| 15            | American Elm   | 11          | Dead             |                                       |
| 16            | Black Walnut   | 11          | Poor             |                                       |
| 17            | Black Walnut   | 9           | Good             | Remove vine                           |
| 18            | American Elm   | 26          | Fair             | Remove concrete, deadwood, corrective |
| 19            | American Elm   | 19          | Fair             | Remove concrete, deadwood, corrective |
| 20            | Black Walnut   | 11          | Poor             | Bent trunk                            |
| 21            | Black Walnut   | 9           | Poor             | Bent trunk                            |
| 22            | American Elm   | 13          | Poor             | Bent trunk                            |
| 23            | American Elm   | 21          | Poor             | Decay                                 |
| 24            | American Elm   | 11          | Poor             | Trunk in fence                        |
| 25            | Chinese Elm    | 18          | Fair             | Deadwood                              |
| 26            | Chinese Elm    | 13 DBL      | Poor             | In fence                              |
| 27            | American Elm   | 14          | Poor             | Lean                                  |
| 28            | Black Walnut   | 12          | Fair             | Deadwood                              |
| 29            | Black Walnut   | 13          | Poor             |                                       |
| 30            | American Elm   | 11          | Poor             | Lean                                  |
| 32            | Hackberry      | 11          | Poor             | In fence                              |
| 33            | Black Walnut   | 10          | Fair             | Deadwood                              |
| 34            | Black Walnut   | 12          | Good             | Deadwood                              |
| 35            | Osage Orange   | 11 Multi    | Fair             | Deadwood, remove fence                |
| 37            | American Elm   | 11          | Poor             |                                       |
| 38            | Black Walnut   | 9           | Fair             |                                       |
| 39            | Black Walnut   | 14          | Fair             | Deadwood                              |
| 40            | Black Walnut   | 11          | Fair             | Corrective prune                      |
| 41            | American Elm   | 24 DBL      | Poor             |                                       |
| 42            | Sycamore       | 9 DBL       | Fair             | Remove west trunk                     |
| 43            | Black Walnut   | 10          | Fair             | Deadwood                              |
| 44            | Black Walnut   | 10          | Fair             | Corrective prune                      |
| 45            | Black Walnut   | 12          | Good             | Corrective prune                      |
| 46            | Chinese Elm    | 8 Multi     | Poor             |                                       |
| 47            | Black Walnut   | 12          | Fair             | Corrective prune                      |
| 48            | Silver Maple   | 10 TRPL     | Fair             | Corrective prune                      |
| 49            | American Elm   | 18 TRPL     | Poor             |                                       |

|                      |          |      |                                     |
|----------------------|----------|------|-------------------------------------|
| 50 American Elm      | 11 TRPL  | Poor |                                     |
| 51 American Elm      | 10       | Poor | Lean                                |
| 52 Black Walnut      | 12       | Good | Deadwood                            |
| 53 Black Walnut      | 10       | Good | Deadwood                            |
| 54 Chinese Elm       | 10       | Fair | Deadwood                            |
| 55 Black Walnut      | 10       | Fair | Corrective prune                    |
| 56 American Elm      | 10       | Poor | Damaged trunk                       |
| 57 American Elm      | 10       | Fair |                                     |
| 58 American Elm      | 18       | Poor | Damaged trunk                       |
| 59 Chinese Elm       | 12       | Poor | Bent trunk                          |
| 60 Black Walnut      | 8 DBL    | Fair |                                     |
| 61 Black Walnut      | 12       | Good | Deadwood                            |
| 62 American Elm      | 10       | Poor | Lean                                |
| 63 Slippery Elm      | 10 DBL   | Fair | Deadwood, remove vine               |
| 64 Hackberry         | 12       | Fair |                                     |
| 65 Black Walnut      | 10       | Good |                                     |
| 66 American Elm      | 14       | Poor | Lean                                |
| 67 Hackberry         | 13       | Poor | Broken top                          |
| 68 American Elm      | 11       | Poor |                                     |
| 69 American Elm      | 12 DBL   | Poor |                                     |
| 70 Hackberry         | 11       | Fair |                                     |
| 71 White Ash         | 11       | Fair |                                     |
| 72 Red Mulberry      | 10       | Poor |                                     |
| 73 Hackberry         | 12       | Fair |                                     |
| 74 White Ash         | 11       | Fair |                                     |
| 75 Black Locust      | 11       | Fair |                                     |
| 76 Hackberry         | 10 DBL   | Fair | Remove east trunk, corrective prune |
| 77 Hackberry         | 10       | Fair |                                     |
| 78 Hackberry         | 11 DBL   | Poor | Bent trunk                          |
| 79 Hackberry         | 11       | Good |                                     |
| 80 Hackberry         | 10 DBL   | Fair |                                     |
| 81 Silver Maple      | 26 Multi | Poor |                                     |
| 82 Hackberry         | 15       | Fair | Remove vine                         |
| 83 Hackberry         | 13 DBL   | Poor |                                     |
| 84 Hackberry         | 10 DBL   | Fair |                                     |
| 85 Hackberry         | 17 DBL   | Poor |                                     |
| 86 Black Cherry      | 10       | Fair | Remove vine                         |
| 87 Hackberry         | 11       | Fair | Remove vine                         |
| 89 White Ash         | 16       | Fair | Corrective prune, double leader     |
| 90 Eastern Red Cedar | 10       | Fair | Deadwood                            |
| 91 American Elm      | 25 TRPL  | Poor | Dutch Elm disease                   |
| 92 Silver Maple      | 8 DBL    | Poor |                                     |
| 93 Silver Maple      | 11 TRPL  | Poor |                                     |
| 94 Pin Oak           | 23       | Good | Deadwood                            |
| 95 Silver Maple      | 15 DBL   | Fair |                                     |
| 96 Hackberry         | 11       | Fair | Corrective prune                    |
| 98 White Ash         | 20 TRPL  | Fair | Corrective prune, deadwood          |
| 99 White Poplar      | 42       | Poor |                                     |
| 100 Sugar Maple      | 15       | Good | Corrective prune                    |
| 101 White Poplar     | 42       | Poor |                                     |
| 102 Eastern Redbud   | 12 TRPL  | Poor |                                     |
| 103 Loblolly Pine    | 13       | Good | Deadwood                            |

|                       |               |                                           |
|-----------------------|---------------|-------------------------------------------|
| 104 Hackberry         | 19            | Could not see all of trunk, canopy is hea |
| 105 American Elm      | 30 DBL Poor   |                                           |
| 106 White Ash         | 12 Fair       | Corrective prune                          |
| 107 White Ash         | 22 Poor       |                                           |
| 108 Sycamore          | 26 DBL Good   |                                           |
| 109 Eastern Redbud    | 8 DBL Fair    |                                           |
| 110 White Ash         | 18 TRPL Fair  | Deadwood                                  |
| 111 White Ash         | 9 DBL Fair    | Corrective prune                          |
| 112 White Poplar      | 14 DBL Poor   |                                           |
| 113 Catalpa           | 35 Multi Poor |                                           |
| 114 Catalpa           | 12 TRPL Poor  |                                           |
| 115 Black Cherry      | 10 Fair       |                                           |
| 116 White Ash         | 21 DBL Fair   |                                           |
| 117 White Ash         | 12 TRPL Poor  |                                           |
| 118 Boxelder          | 26 Fair       | Corrective prune                          |
| 119 American Elm      | 40 Fair       | Deadwood, corrective prune                |
| 120 Sweet Gum         | 10 Good       |                                           |
| 121 Loblolly Pine     | 14 Poor       |                                           |
| 122 White Ash         | 14 Fair       | Deadwood, corrective prune                |
| 123 Eastern Red Cedar | 12 Fair       | Metal post in trunk                       |
| 124 White Ash         | 17 Poor       |                                           |
| 125 Silver Maple      | 17 Fair       | Metal post in trunk                       |
| 126 White Ash         | 8 Fair        |                                           |
| 127 Red Maple         | 8 Multi Poor  |                                           |
| 128 White Pine        | 12 Good       | Deadwood                                  |
| 129 Green Ash         | 26 Poor       | Deadwood                                  |
| 130 Green Ash         | 23 Poor       | Deadwood                                  |
| 131 Silver Maple      | 20 Good       |                                           |
| 132 Black Cherry      | 10 Fair       | Deadwood                                  |
| 133 Black Cherry      | 10 Fair       | Deadwood                                  |
| 134 White Ash         | 11 Fair       | Corrective prune                          |
| 135 Sweet Gum         | 16 Fair       | Corrective prune                          |
| 136 Eastern Redbud    | 9 Multi Fair  | Deadwood                                  |
| 137 Persimmon         | 9 Multi Fair  | Deadwood                                  |
| 138 White Ash         | 10 Multi Fair | Remove south trunk, deadwood              |
| 139 Red Maple         | 11 TRPL Poor  |                                           |
| 140 Slippery Elm      | 29 Fair       | Corrective prune, deadwood                |
| 141 Sweet Gum         | 16 Good       | Deadwood                                  |
| 142 Silver Maple      | 12 Multi Fair | Deadwood, girdling root                   |
| 143 American Elm      | 12 DBL Fair   | Deadwood                                  |
| 144 American Elm      | 10 TRPL Poor  |                                           |
| 145 American Elm      | 9 DBL Poor    |                                           |
| 146 Silver Maple      | 14 Multi Fair | Deadwood                                  |
| 147 American Elm      | 10 Fair       | Deadwood                                  |
| 148 Slippery Elm      | 11 TRPL Fair  | Deadwood, remove north trunk              |
| 149 American Elm      | 10 Fair       | Deadwood, remove mistletoe                |
| 150 Eastern Red Cedar | 8 Good        |                                           |
| 151 Silver Maple      | 16 Fair       | Deadwood                                  |
| 152 Sweet Gum         | 13 Fair       | Girdling root                             |
| 153 White Poplar      | 14 Poor       |                                           |
| 154 White Poplar      | 13 Fair       | Deadwood                                  |
| 155 American Elm      | 16 Poor       |                                           |



|                       |               |                            |
|-----------------------|---------------|----------------------------|
| 156 Eastern Red Cedar | 12 Good       |                            |
| 157 Eastern Redbud    | 9 TRPL Poor   |                            |
| 158 White Ash         | 11 Fair       | Cut out fence post         |
| 159 White Ash         | 10 DBL Poor   |                            |
| 160 White Ash         | 14 Good       | Deadwood                   |
| 161 American Elm      | 12 TRPL Poor  |                            |
| 162 American Elm      | 10 Poor       |                            |
| 163 American Elm      | 9 Poor        |                            |
| 164 American Elm      | 17 Fair       | Deadwood                   |
| 165 Slippery Elm      | 10 Poor       |                            |
| 166 Silver Maple      | 11 Poor       |                            |
| 167 American Elm      | 13 Poor       |                            |
| 168 Sweet Gum         | 13 Fair       |                            |
| 169 Virginia Pine     | 14 Fair       | Corrective prune           |
| 170 American Elm      | 22 Fair       | Deadwood                   |
| 171 Hackberry         | 10 Poor       | Lean                       |
| 172 Virginia Pine     | 24 Fair       | Corrective prune           |
| 173 American Elm      | 15 Poor       |                            |
| 174 White Poplar      | 10 Fair       |                            |
| 175 Red Maple         | 16 Poor       | Trunk damage               |
| 176 American Elm      | 16 Fair       | Deadwood                   |
| 177 American Elm      | 10 Fair       | Deadwood                   |
| 178 American Elm      | 9 Poor        |                            |
| 180 Green Ash         | 13 Poor       |                            |
| 181 Boxelder          | 8 Fair        | Corrective prune           |
| 182 American Elm      | 12 Fair       | Remove vine                |
| 184 Chinese Elm       | 9 Poor        |                            |
| 185 Red Mulberry      | 11 DBL Fair   |                            |
| 186 Siberian Elm      | 13 Poor       |                            |
| 187 American Elm      | 12 Fair       |                            |
| 188 American Elm      | 28 DBL Poor   |                            |
| 189 American Elm      | 17 TRPL Fair  | Corrective prune           |
| 190 Silver Maple      | 8 Multi Fair  | Deadwood                   |
| 191 American Elm      | 11 Fair       | Deadwood                   |
| 192 Bradford Pear     | 14 DBL Fair   | Corrective prune           |
| 193 American Elm      | 18 Good       |                            |
| 194 Black Walnut      | 10 Fair       |                            |
| 195 Honeylocust       | 10 DBL Fair   | Deadwood                   |
| 196 Black Walnut      | 12 DBL Fair   | Corrective prune           |
| 197 American Elm      | 10 Poor       | Lean                       |
| 198 Osage Orange      | 11 Multi Fair | Deadwood                   |
| 199 Black Walnut      | 10 Fair       | Deadwood                   |
| 200 American Elm      | 16 Fair       | Deadwood                   |
| 201 Black Walnut      | 11 Good       |                            |
| 203 Black Walnut      | 11 Good       | Remove vine                |
| 204 American Elm      | 12 TRPL Fair  | Deadwood                   |
| 205 Sweet Gum         | 11 DBL Fair   | Corrective prune           |
| 206 Eastern Redbud    | 13 Poor       |                            |
| 207 Black Cherry      | 14 TRPL Poor  |                            |
| 208 White Ash         | 18 DBL Fair   | Deadwood                   |
| 209 Black Walnut      | 9 Fair        |                            |
| 209 White Pine        | 17 Fair       | Corrective prune, deadwood |

|                       |          |      |                            |
|-----------------------|----------|------|----------------------------|
| 210 American Elm      | 23       | Poor |                            |
| 211 Black Cherry      | 13 DBL   | Poor |                            |
| 212 Silver Maple      | 14 Multi | Poor |                            |
| 213 Silver Maple      | 10 Multi | Poor |                            |
| 214 Silver Maple      | 8        | Fair |                            |
| 215 White Ash         | 11 DBL   | Poor |                            |
| 216 Silver Maple      | 15       | Fair |                            |
| 217 White Ash         | 16       | Poor |                            |
| 218 Silver Maple      | 18 Multi | Fair | Corrective prune           |
| 219 Silver Maple      | 33       | Fair |                            |
| 220 Silver Maple      | 40 DBL   | Fair | Deadwood                   |
| 221 White Ash         | 20       | Fair | Deadwood                   |
| 222 Scotch Pine       | 18       | Fair |                            |
| 223 Sycamore          | 15       | Fair |                            |
| 224 White Ash         | 16 DBL   | Poor |                            |
| 225 Eastern Redbud    | 6 Multi  | Fair |                            |
| 226 White Ash         | 16       | Fair | Deadwood                   |
| 227 Silver Maple      | 17 Multi | Poor |                            |
| 228 Sycamore          | 13       | Fair |                            |
| 229 White Ash         | 20       | Poor |                            |
| 229A American Elm     | 23       | Poor | Growing in 229             |
| 229B American Elm     | 12       | Poor | Growing in 229             |
| 230 White Poplar      | 13       | Fair | Corrective prune, deadwood |
| 231 White Poplar      | 13       | Poor |                            |
| 232 Silver Maple      | 13       | Good | Corrective prune           |
| 233 White Poplar      | 12       | Fair | Deadwood                   |
| 234 White Poplar      | 12       | Dead |                            |
| 235 White Poplar      | 12 Multi | Poor | Almost dead                |
| 236 White Poplar      | 12       | Fair | Deadwood                   |
| 237 Silver Maple      | 13       | Fair | Corrective prune           |
| 238 Silver Maple      | 12       | Good |                            |
| 239 Silver Maple      | 11 DBL   | Poor |                            |
| 240 White Poplar      | 11 DBL   | Poor |                            |
| 241 Silver Maple      | 9 Multi  | Poor |                            |
| 242 White Poplar      | 10 DBL   | Fair | Deadwood                   |
| 243 Silver Maple      | 11       | Fair |                            |
| 244 White Poplar      | 8        | Fair |                            |
| 245 White Poplar      | 11 DBL   | Poor |                            |
| 246 Silver Maple      | 8        | Fair |                            |
| 247 Red Maple         | 20       | Fair | Cut chain                  |
| 248 American Elm      | 11       | Poor |                            |
| 249 American Elm      | 14       | Fair | Deadwood                   |
| 250 White Ash         | 14 TRPL  | Fair | Deadwood                   |
| 251 Silver Maple      | 16 Multi | Fair | Corrective prune, deadwood |
| 252 Sugar Maple       | 20       | Fair | Corrective prune           |
| 253 White Ash         | 29       | Fair | Deadwood                   |
| 254 Silver Maple      | 13 DBL   | Poor |                            |
| 255 Eastern Red Cedar | 10       | Poor |                            |
| 256 White Ash         | 13       | Fair | Corrective prune, deadwood |
| 257 White Ash         | 27       | Fair | Deadwood                   |
| 258 Silver Maple      | 12 Multi | Fair | Corrective prune           |
| 261 Hackberry         | 11       | Poor |                            |



|                     |          |      |                            |
|---------------------|----------|------|----------------------------|
| 262 White Ash       | 14 TRPL  | Fair | Deadwood                   |
| 264 White Ash       | 14 Multi | Fair | Deadwood                   |
| 265 White Ash       | 11 Multi | Poor |                            |
| 266 White Ash       | 14 TRPL  | Fair | Deadwood, corrective prune |
| 267 American Elm    | 19       | Poor |                            |
| 268 Silver Maple    | 12 Multi | Fair | Deadwood                   |
| 269 Red Maple       | 11       | Poor |                            |
| 270 White Ash       | 12       | Poor |                            |
| 271 White Ash       | 11 Multi | Poor |                            |
| 272 Boxelder        | 33       | Poor |                            |
| 273 Silver Maple    | 8 Multi  | Fair |                            |
| 274 Silver Maple    | 39       | Fair | Remove mistletoe           |
| 275 Boxelder        | 37       | Poor |                            |
| 276 Virginia Pine   | 12       | Poor |                            |
| 277 White Ash       | 12       | Poor |                            |
| 278 White Ash       | 20       | Poor |                            |
| 279 White Ash       | 20       | Fair |                            |
| 280 Sweet Gum       | 11       | Fair | Corrective prune           |
| 281 White Ash       | 11 Multi | Fair | Deadwood                   |
| 282 Silver Maple    | 50       | Fair |                            |
| 283 White Poplar    | 11       | Fair | Corrective prune           |
| 284 Red Maple       | 13       | Poor |                            |
| 285 Black Cherry    | 12 Multi | Poor |                            |
| 285 Hackberry       | 16       | Poor |                            |
| 286 American Elm    | 27       | Fair | Deadwood                   |
| 288 Green Ash       | 12       | Poor |                            |
| 289 White Pine      | 12       | Good |                            |
| 290 Silver Maple    | 8 Multi  | Fair |                            |
| 291 White Ash       | 10 DBL   | Poor |                            |
| 292 American Elm    | 10       | Poor |                            |
| 293 American Elm    | 11       | Fair | Deadwood                   |
| 294 Green Ash       | 9        | Fair |                            |
| 295 American Elm    | 9        | Poor |                            |
| 296 Siberian Elm    | 26       | Fair | Deadwood                   |
| 297 Silver Maple    | 15       | Fair | Corrective prune           |
| 298 American Elm    | 11       | Fair | Deadwood                   |
| 299 White Poplar    | 10       | Poor |                            |
| 300 American Elm    | 17       | Poor |                            |
| 301 White Ash       | 10       | Fair |                            |
| 302 White Ash       | 40       | Fair |                            |
| 303 Golden Raintree | 10 DBL   | Fair |                            |
| 304 Silver Maple    | 12       | Fair | Deadwood                   |
| 305 Silver Maple    | 14 DBL   | Fair | Deadwood                   |
| 306 Silver Maple    | 12 DBL   | Fair | Deadwood                   |
| 307 Tulip Tree      | 14 DBL   | Poor | Split trunk                |
| 308 Empress Tree    | 8        | Good |                            |
| 309 Black Cherry    | 23       | Poor | Damaged trunk              |
| 310 Silver Maple    | 14 Multi | Poor |                            |
| 311 Silver Maple    | 21 Multi | Fair | Deadwood                   |
| 312 White Poplar    | 8 DBL    | Poor |                            |
| 313 White Poplar    | 7 DBL    | Poor |                            |
| 314 White Poplar    | 9        | Fair |                            |

|                    |         |         |                            |
|--------------------|---------|---------|----------------------------|
| 315 Silver Maple   | 8 Multi | Poor    |                            |
| 316 Silver Maple   |         | 43 Fair | Deadwood                   |
| 317 Persimmon      |         | 9 Good  |                            |
| 318 Persimmon      |         | 12 Fair |                            |
| 319 Silver Maple   |         | 23 Poor |                            |
| 320 Silver Maple   | 9 Multi | Poor    | Fence through trunk        |
| 321 Osage Orange   | 8 Multi | Fair    | Corrective prune, deadwood |
| 322 American Elm   |         | 9 Poor  |                            |
| 323 Eastern Redbud | 8 Multi | Poor    | Corrective prune, deadwood |
| 324 Black Cherry   |         | 11 Poor |                            |

Prepared by: Natural Resource Planning  
Patti Erwin  
SO-1118



113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: (479) 444-3469

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Andrew Garner, Associate Planner  
FROM: Kay Curry, Park Planner  
DATE: September 27, 2006  
SUBJECT: Parks & Recreation Subdivision Committee Comments

\*\*\*\*\*

Meeting Date: September 28, 2006  
Item: PR-PZD 06-2213 (Sunbridge Villas, 290)  
Park District: NW  
Zoned: RMF-24  
Billing Name & Address:  
Hometown Development, LLC 1747, College, Fayetteville, AR 72703  
Windstar Investments, LLC, P.O. Box 3646, Fayetteville, AR 72702

| <u>Land Dedication Requirement</u>                  | <u>Money in Lieu</u>             |
|-----------------------------------------------------|----------------------------------|
| Single Family 133 @ .024 acre per unit = 3.19 acres | 133 @ \$960 per unit = \$127,680 |
| Multi Family 36 @ .017 acre per unit = .61 acres    | 36 @ \$680 per unit = \$24,480   |
| Lot Split                                           | @ \$960 per unit = \$            |

COMMENTS:

- The Parks and Recreation Advisory Board recommended accepting money in lieu of land dedication on August 7, 2006. This decision was based Gordon Long Park and the Scull Creek trail corridor being located within one half mile of this development.
- Credit will be given in the amount of \$135,360 for 141 existing mobile home lots.
- Fees are assessed in the amount of \$152,160 for 133 single family and 36 multi-family homes totaling a net \$16,800 after credit is given.
- Fees are due before signing of final plat.
- Each additional housing unit that is constructed in Fayetteville places an increased demand on the Parks and Recreation System. The money collected as part of this development will be used to fund future park acquisitions and improvements for this park quadrant.





# Fayetteville Fire Department

## MEMO

**To:** Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher  
**Thru:** Chief Tony Johnson *TJ*  
Asst Chief Bud Thompson *B.T.*  
**From:** Captain Dale Riggins  
**Date:** September 28, 2006

**Re:** October 2, 2006 Zoning Review – Fire Department Comments  
**R-PZD06-2256 (Mansfield)**

These .84 acres are covered by Engine 2 at 708 N Garland.

It is .25 miles from the station with an expected response time of 1.5 minutes.

The Fire Department anticipates 8 (5 EMS – 3 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 at 1760 gpm.

The service impact of the 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.

### **R-PZD06-2213 (Sunbridge Estates)**

These 20.92 acres are covered by Engine 4 and Ladder 4 at 3385 N Plainview.

It is 2.2 miles from the station with an expected response time of 6 minutes.

The Fire Department anticipates 38 (23 EMS – 15 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.

There is no recorded Measured Hydrant Flow in this area.

The service impact of the 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.

Feel free to contact me with any questions you may have about these

COPIES



# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

POLICE DEPARTMENT

October 2, 2006

Jeremy Pate  
Zoning and Development Director  
City of Fayetteville  
113 W. Mountain  
Fayetteville AR. 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Planned Zoning District **R-PZD 06-2256: Planned Zoning District (MANSFIELD, 444)**: Submitted by YUME AND RUSSELL RUDZINDKI for property located at 932 GARLAND, BETWEEN BERRY AND HUGHES STREET would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion.

It is the opinion of the Fayetteville Police Department that this planned zoning district will not create an undesirable increase in the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

In reference to **R-PZD 06-2213: Planned Zoning District (SUNBRIDGE VILLAS, 290)**: Submitted by PROJECT DESIGN CONSULTANTS, INC. for property located at NW OF SUNBRIDGE DRIVE AND VILLA BLVD., VILLA M/H PARK

It is the opinion of the Fayetteville Police Department that this planned zoning district will not create an undesirable increase in the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

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

Captain William Brown  
Fayetteville Police Department



July 27, 2006

CITY OF FAYETTEVILLE  
ATTN: PARK PLANNING STAFF  
1455 HAPPY HOLLOW ROAD  
FAYETTEVILLE, AR 72701

Dear Sir or Madam:

We are developing approximately 20.88 acres near the Sunbridge and Villa Blvd intersection in Fayetteville, AR. Our property is zoned RMF-24.

We have 141 existing single family lots. We are proposing 129 single family homes, 2 Duplex buildings (totaling: 4 units), and 9 Fourplex buildings (totaling: 36 units).

We have decided to use the option of money in lieu for land of our required Parks contribution. The calculations are as follows:

Existing Single Family Lots:  $141 \times \$960.00 = \$135,360.00$

Proposed Single Family Dwellings:  $133 \times \$960.00 = \$127,680.00$

Multifamily Dwellings:  $36 \times \$680.00 = \$24,480.00$

Contribution: Proposed - Existing = Money in Lieu of Land

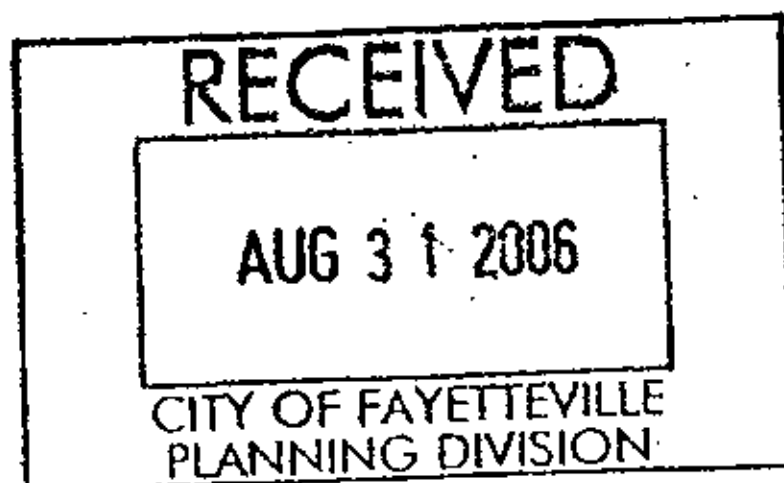
$(\$127,680.00 + \$24,480.00) - \$135,360.00 = \$16,800.00$

Our Contribution of Money in Lieu of Land is estimated to be \$16,800.00, however, this amount may change based on actual units approved through the PZD process.

We would like to be on the agenda for the Parks and Recreation Board Meeting scheduled for August 7<sup>th</sup>, 2006.

Sincerely,

Bob Schmidt



## ADJOINING PROPERTY OWNERS NOTIFICATION OF UPCOMING PUBLIC HEARING

Today's Date: September 14, 2006

### APPLICANT/REPRESENTATIVE CONTACT INFO:

Project Design Consultants, Inc.  
4285 N. Shiloh Drive Suite 104  
Fayetteville, AR 72703

Phone: 479-521-5405  
Fax: 479-521-0919

### Subdivision Meeting

Thursday, September 28, 2006 8:30am  
Fayetteville City Administration Building  
113 W. Mountain Street, Room 219  
(479) 575-8267

### Planning Commission Meeting

Monday, October 9, 2006 5:30pm  
Fayetteville City Administration Building  
113 West Mountain Street, Room 219  
(479) 575-8267

### PROJECT DESCRIPTION:

PROPERTY LOCATED AT NW CORNER SUNBRIDGE DRIVE AND VILLA BLVD., VILLA M/H PARK. THE PROPERTY IS ZONED RMF-24, MULTI FAMILY - 24 UNITS/ACRE AND CONTAINS APPROXIMATELY 20.92 ACRES. THE REQUEST IS FOR 129 DETACHED AND 40 ATTACHED RESIDENTIAL DWELLINGS.

Adjoining Property Address and Parcel Number(s)

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### ADJOINING PROPERTY OWNERS COMMENTS

(Return Comments to City of Fayetteville Planning Division in Stamped Enclosed Envelope)

- ☒ I have been notified of the above meetings for the described project.  
☒ I do not object to the project described above.  
☐ I do object to the project described above because:

BEN JACK  
Name of Property Owner (Printed)

Ben Jack  
Signature of Property Owner

PDCI PROJECT # 2006023

*Sunbridge Villas*

**ADJOINING PROPERTY OWNERS NOTIFICATION  
OF UPCOMING PUBLIC HEARING**

Today's Date: September 14, 2006

**APPLICANT/REPRESENTATIVE CONTACT INFO:**

Project Design Consultants, Inc.  
4285 N. Shiloh Drive Suite 104  
Fayetteville, AR 72703

Phone: 479-521-5405  
Fax: 479-521-0919

**Subdivision Meeting**

Thursday, September 28, 2006 8:30am  
Fayetteville City Administration Building  
113 W. Mountain Street, Room 219  
(479) 575-8267

**Planning Commission Meeting**

Monday, October 9, 2006 5:30pm  
Fayetteville City Administration Building  
113 West Mountain Street, Room 219  
(479) 575-8267

**PROJECT DESCRIPTION:**

PROPERTY LOCATED AT NW OF SUNBRIDGE DRIVE AND VILLA BLVD., VILLA M/H PARK. THE PROPERTY IS ZONED RMF-24, MULTI FAMILY - 24 UNITS/ACRE AND CONTAINS APPROXIMATELY 20.92 ACRES. THE REQUEST IS FOR 129 DETACHED AND 40 ATTACHED RESIDENTIAL DWELLINGS.

Adjoining Property Address and Parcel Number(s)

**ADJOINING PROPERTY OWNERS COMMENTS**

(Return Comments to City of Fayetteville Planning Division in Stamped Enclosed Envelope)

- ☒ I have been notified of the above meetings for the described project.  
☒ I do not object to the project described above.  
☐ I do object to the project described above because:

*It will be an improvement of what is there.*

Ronald W. Curry  
Name of Property Owner (Printed)

Ronald W. Curry  
Signature of Property Owner

PDCI PROJECT # 2006023



*Sunbridge Villas PZD*

**ADJOINING PROPERTY OWNERS NOTIFICATION  
OF UPCOMING PUBLIC HEARING**

Today's Date: September 14, 2006

**APPLICANT/REPRESENTATIVE CONTACT INFO:**

Project Design Consultants, Inc.  
4285 N. Shiloh Drive Suite 104  
Fayetteville, AR 72703

Phone: 479-521-5405  
Fax: 479-521-0919

**Subdivision Meeting**

Thursday, September 28, 2006 8:30am  
Fayetteville City Administration Building  
113 W. Mountain Street, Room 219  
(479) 575-8267

**Planning Commission Meeting**

Monday, October 9, 2006 5:30pm  
Fayetteville City Administration Building  
113 West Mountain Street, Room 219  
(479) 575-8267

**PROJECT DESCRIPTION:**

PROPERTY LOCATED AT NW OF SUNBRIDGE DRIVE AND VILLA BLVD., VILLA M/H PARK. THE PROPERTY IS ZONED RMF-24, MULTI FAMILY - 24 UNITS/ACRE AND CONTAINS APPROXIMATELY 20.92 ACRES. THE REQUEST IS FOR 129 DETACHED AND 40 ATTACHED RESIDENTIAL DWELLINGS.

Adjoining Property Address and Parcel Number(s)

**ADJOINING PROPERTY OWNERS COMMENTS**

(Return Comments to City of Fayetteville Planning Division in Stamped Enclosed Envelope)

☐ I have been notified of the above meetings for the described project.  
☒ I do not object to the project described above.  
☐ I do object to the project described above because:

William A. Lazear  
Name of Property Owner (Printed)

William A. Lazear  
Signature of Property Owner

PDCI PROJECT # 2006023



(Return Comments to City of Fayetteville Planning Division in Stamped Enclosed Envelope)

I have been notified of the above meetings for the described project.

☒ I do not object to the project described above.

☐ I do object to the project described above because:

GEORGE FAUCETT  
Name of Property Owner (Printed)

George Faucett  
Signature of Property Owner

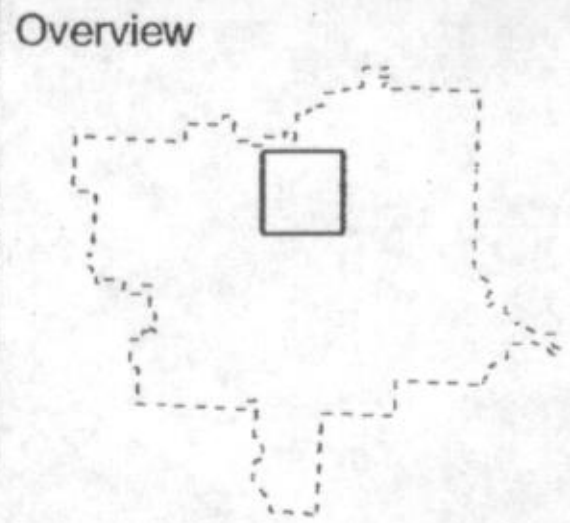
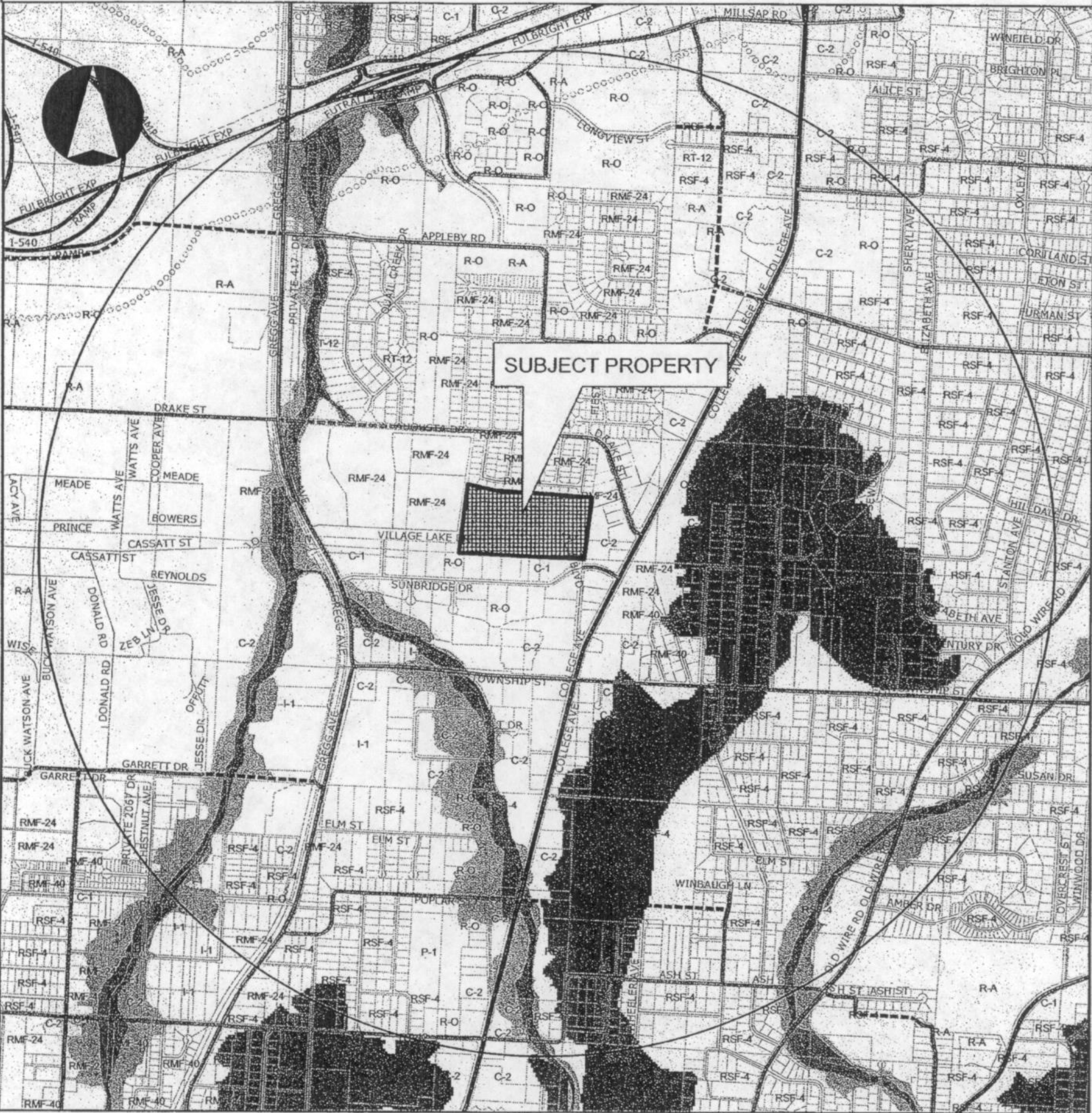
PDCI PROJECT # 2006023

*Sunbridge  
Villas*



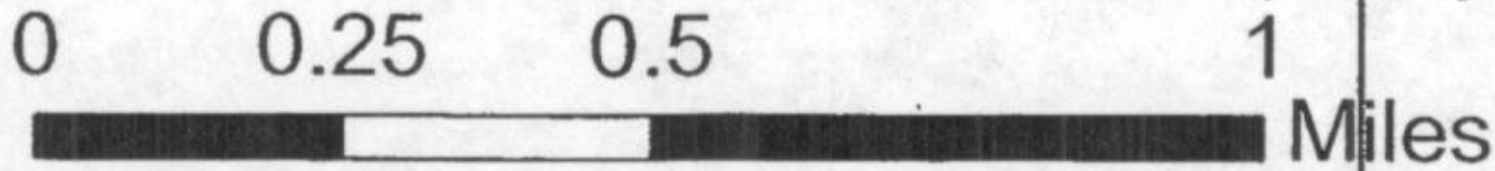
RPZD06-2213  
One Mile View

# SUNBRIDGE VILLAS



- Legend
- Subject Property
  - RPZD06-2213
- Boundary
- Planning Area
  - Overlay District
  - Outside City

- Legend
- Hillside-Hilltop Overlay District





RPZD06-2213

# SUNBRIDGE VILLAS

Close Up View



Overview

## Legend

- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- RPZD06-2213
- vector.GDB.Footprint\_2004
- Hillside-Hilltop Overlay District

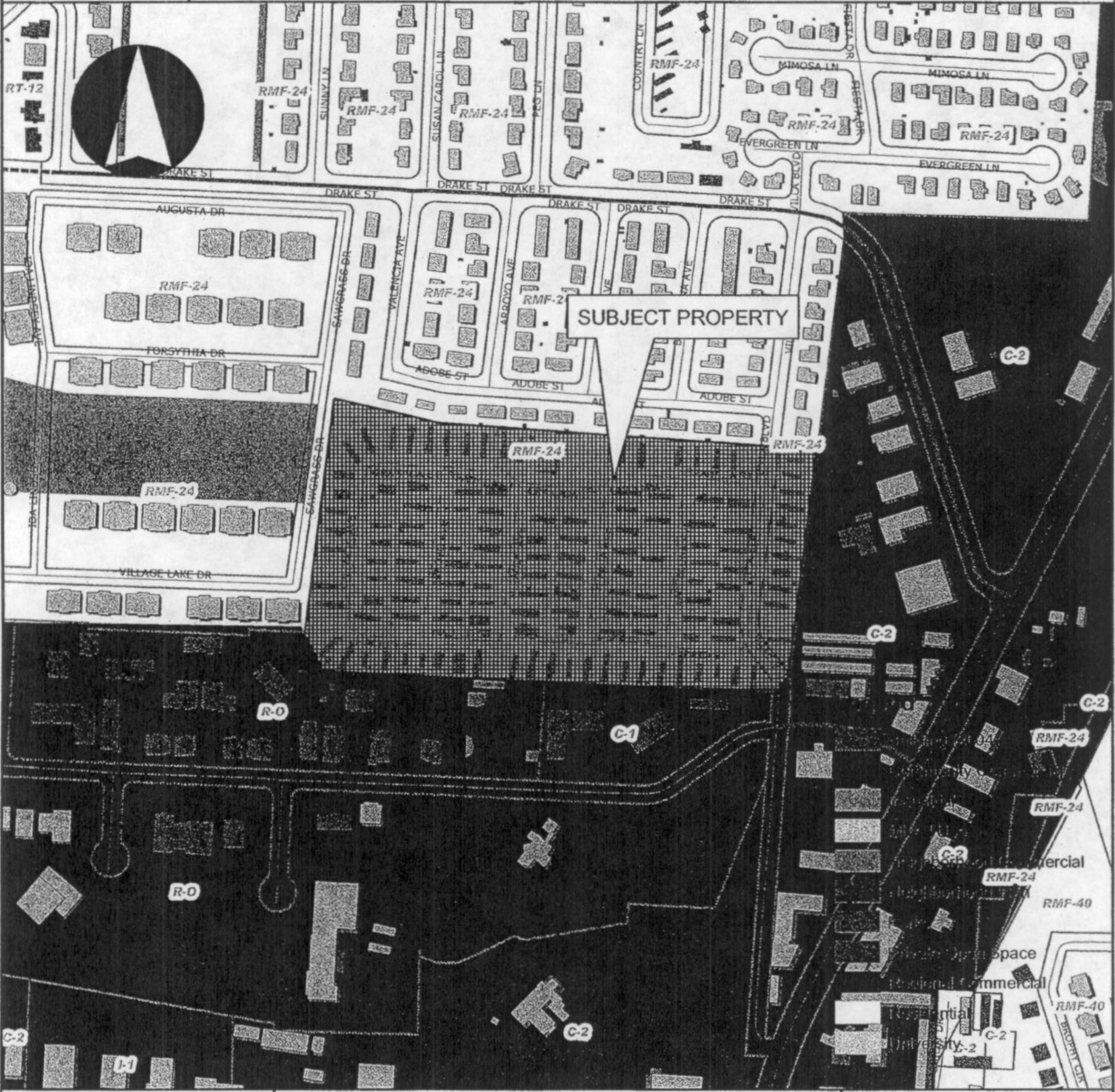
0 125 250 500 750 1,000 Feet



RPZD06-2213

Future Land Use

# SUNBRIDGE VILLAS



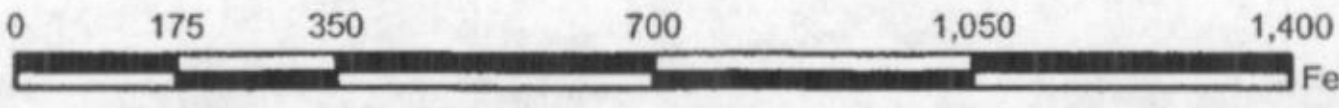
Overview



Legend

- |                         |                  |
|-------------------------|------------------|
| <b>Subject Property</b> | <b>Boundary</b>  |
| RPZD06-2213             | Planning Area    |
| <b>Streets</b>          | Overlay District |
| Existing                | Outside City     |
| Planned                 |                  |

Legend





RPZD06-2213

# SUNBRIDGE VILLAS

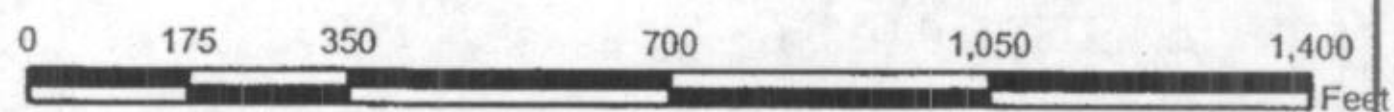
Close Up View



Overview

## Legend

- Overlay District
- FLOODWAY
- 500 YEAR
- 100 YEAR
- LIMIT OF STUDY
- - - BaseLine Profile
- Fayetteville
- Outside City
- RPZD06-2213
- vector.GDB.Footprint\_2004
- Hillside-Hilltop Overlay District









**ALDERMAN AGENDA REQUEST FORM**

D. 1  
Fayetteville Natural Heritage Association, Inc  
Page 1 of 10

**FOR: COUNCIL MEETING OF NOVEMBER 21, 2006**

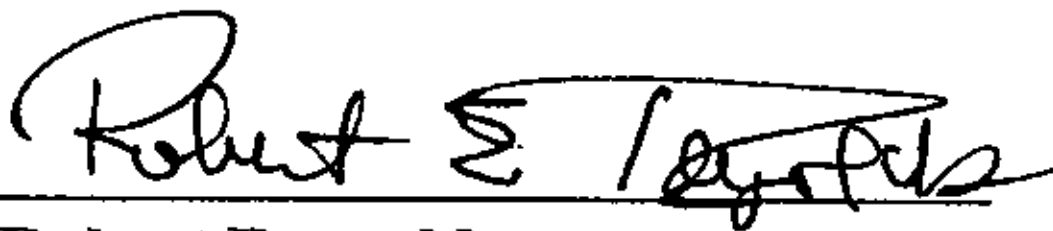
**FROM:**

**ALDERMAN ROBERT REYNOLDS & ALDERMAN BRENDA THIEL**

**ORDINANCE OR RESOLUTION TITLE AND SUBJECT:**

A RESOLUTION TO APPLY THE COST OF UP TO \$80,000.00 OF THE PAVILION TO BE BUILT IN MOUNT SEQUOYAH WOODS TO THE REMAINING \$100,000.00 DUE FOR THE PURCHASE OF ALL DEVELOPMENTAL RIGHTS IN MOUNT SEQUOYAH WOODS BY THE FAYETTEVILLE NATURAL HERITAGE ASSOCIATION, INC.

**APPROVED FOR AGENDA:**



**Robert Reynolds**  
Alderman

11-6-06  
Date



**Brenda Thiel**  
Alderman

11/6/06  
Date



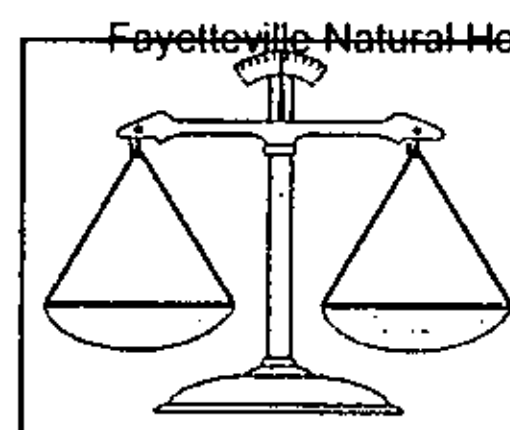
**Kit Williams**  
City Attorney (as to form)

Nov 6, 2006  
Date

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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



LEGAL DEPARTMENT

D. 1  
Fayetteville Natural Heritage Association, Inc.  
Page 2 of 10

## DEPARTMENTAL CORRESPONDENCE

---

TO: **Dan Coody, Mayor**  
**City Council**

FROM: **Kit Williams, City Attorney**

DATE: **November 6, 2006**

RE: **Fayetteville Natural Heritage Association, Inc.**  
**Mr. Bill Underwood**  
**Mr. Jim Lindsey**

Aldermen Thiel and Reynolds asked that I draft the attached Resolution to allow the Fayetteville Natural Heritage Association, Inc. credit against the remaining \$100,000.00 commitment to purchase most of the developmental rights to the 67 acre Sequoyah Woods. The credit will include \$40,000.00 from Bill Underwood and Jim Lindsey which will be used for a portion of the costs to construct the proposed "Underwood-Lindsey Pavilion" in Sequoyah Woods. The Fayetteville Natural Heritage Association, Inc. will furnish up to another \$40,000.00 to complete the pavilion and will receive a further credit for all such expenditures.

With the \$200,000.00 already paid to the City by the Fayetteville Natural Heritage Association, Inc. there could be as little as \$20,000.00 in cash left to be paid for the conservation easement to be fully paid and then granted to the Fayetteville Natural Heritage Association, Inc. to ensure the preservation of Mount Sequoyah Woods.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPLY THE COST OF UP TO \$80,000.00 OF THE PAVILION TO BE BUILT IN MOUNT SEQUOYAH WOODS TO THE REMAINING \$100,000.00 DUE FOR THE PURCHASE OF ALL DEVELOPMENTAL RIGHTS IN MOUNT SEQUOYAH WOODS BY THE FAYETTEVILLE NATURAL HERITAGE ASSOCIATION, INC.**

**WHEREAS**, pursuant to Resolution No. 46-03, the City of Fayetteville on April 1, 2003, purchased about 67 acres of wooded land from the Mount Sequoyah Assembly, Inc. for \$1.3 million dollars and encouraged the Fayetteville Natural Heritage Association, Inc. to purchase the development rights to this land for preservation purposes; and

**WHEREAS**, pursuant to Resolution No. 20-04 passed on February 3, 2004, the Fayetteville City Council reaffirmed its commitment to sell most of its development rights on the 67 acre Sequoyah Woods to the Fayetteville Natural Heritage Association, Inc. for \$300,000.00 and acknowledged receiving an initial \$50,000.00 payment; and

**WHEREAS**, the Fayetteville Natural Heritage Association, Inc. has now paid \$200,000.00 of the \$300,000.00 agreed price for a conservation easement for this 67 acre parcel; and

**WHEREAS**, Bill Underwood and Jim Lindsey have offered a gift of \$40,000.00 to pay a portion of a proposed "Underwood-Lindsey Pavilion" to be located in the lower part of Mt. Sequoyah Woods, and the Fayetteville Natural Heritage Association, Inc. has agreed to pay for the costs above \$40,000.00 to a maximum of \$80,000.00 for construction of the Pavilion if the full amount would be considered a credit against the remaining \$100,000.00 owed by the Fayetteville Natural Heritage Association, Inc.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby agrees to grant a credit to the Fayetteville Natural Heritage Association Incorporated's remaining obligation to purchase the development rights to Mt. Sequoyah Woods for the construction costs of the "Underwood-Lindsey Pavilion" up to a maximum credit of \$80,000.00 and also agrees to this construction upon the City's land within Mt. Sequoyah Woods.

**PASSED and APPROVED** this 21<sup>st</sup> day of November, 2006.

**APPROVED:**

By: \_\_\_\_\_  
**DAN COODY, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**SONDRA SMITH, City Clerk**





The Fayetteville Natural Heritage Association, Inc. is dedicated to conserving natural areas of Fayetteville and its environs for the benefit of present and future generations.

Dear Swifty,

November 1, 2006

The Fayetteville Natural Heritage Association has received a substantial gift of \$40,000 from Bill Underwood and Jim Lindsey which is to go toward the construction of a pavilion in Mount Sequoyah Woods. This structure would be modeled after the lodges built by the Civilian Conservation Corps in the 1930's using native stone and large white oak timbers. The name of the building would be "The Underwood-Lindsey Pavilion" and it would be located in the lower part of Mount Sequoyah Woods where there is easy access from Happy Hollow road.

Part of their agreement with the Fayetteville Natural Heritage Association (FNHA) is that the total cost of the structure (which could be up to but not over \$80,000) would be deducted from the FNHA's remaining commitment to the City to help purchase Mount Sequoyah Woods. That commitment was \$300,000 of which \$200,000 has already been raised and given to the City. Any cost over the \$40,000 pledge for the pavilion will be covered by the FNHA insuring completion of the building.

The pavilion will be a wonderful accent and "go-to" place within this woodland treasure which the City Council so wisely saved for Fayetteville in 2003. Each of the City Council members' names and the mayor's name will be commemorated on a bronze plaque in this pavilion.

By applying the cost of this structure to the remaining commitment of the FNHA to the City, the FNHA will soon be able to fully complete its pledge to you and the citizens of Fayetteville and we will have a unique and special pavilion gracing Mount Sequoyah Woods. Thank you for your support and your vision in providing this special place for Fayetteville.

Sincerely,

Pete Heinzmann, Chairman FNHA



# UNDERWOOD'S

FINE JEWELERS

D. 1  
Fayetteville Natural Heritage Association, Inc  
CERTIFIED GEMOLOGIST APPRAISER Page 6 of 10  
AMERICAN GEM SOCIETY

August 12, 2006

Dr. Pete Heinzelmann  
Fayetteville Natural Heritage Association  
P. O. Box 3635  
Fayetteville, AR 72702

Dear Pete:

It was nice visiting with you and seeing your proposal for the meeting pavilion. I have visited with Craig and Jim Lindsey and we are willing to contribute \$40,000.00 to this project with the following conditions:

1. We want to see the architectural drawings.
2. The drawing looks to be about 20' by 50', or 1000 sq. ft. and that is a nice size., which would be acceptable.
3. There needs to be a firm bid from a responsible builder or contractor.
4. The time frame for construction is not critical for us, but we want to know what it is.
5. A letter from the city applying this donation to the debt retirement of FNHA to the city.
6. A letter from the city guaranteeing the conservation easement on the Woods.
7. We will have "naming rights" which will probably be THE CLIFFS.

I applaud your work, and the work of others, in FNHA. The Woods are certainly an asset to Fayetteville and this pavilion will be a very nice addition contributing to the enjoyment of the Woods.

Sincerely,



William G. Underwood's

cc: Craig Underwood, Jim Lindsey  
saveBillsAs Heinzelmann, Woods



**RESOLUTION NO. 46-03**

A RESOLUTION TO APPROVE THE OFFER AND ACCEPTANCE CONTRACT BETWEEN THE CITY OF FAYETTEVILLE AND MOUNT SEQUOYAH ASSEMBLY, INC. FOR THE PURCHASE OF ABOUT 67 ACRES OF LAND FOR \$1,300,000.00 AND A BUDGET ADJUSTMENT IN THE AMOUNT OF \$600,000.00 AS FIRST YEAR'S PAYMENT

**WHEREAS**, the City of Fayetteville desires to purchase about 67 acres of land on the east side of Mount Sequoyah now owned by Mount Sequoyah Assembly, Inc. to be used primarily as a nature park, preserving the natural habitat as much as possible with nature trails, picnic areas, benches, etc. and with small parking lots near access areas; and

**WHEREAS**, the City of Fayetteville invites the purchase of its development rights to this property by the Fayetteville Natural Heritage Committee for conveyance to the Ozark Land Trust; and

**WHEREAS**, the City of Fayetteville intends to work with adjoining landowners to allow them to purchase small buffer areas (as their backyards) along the edge of this property.

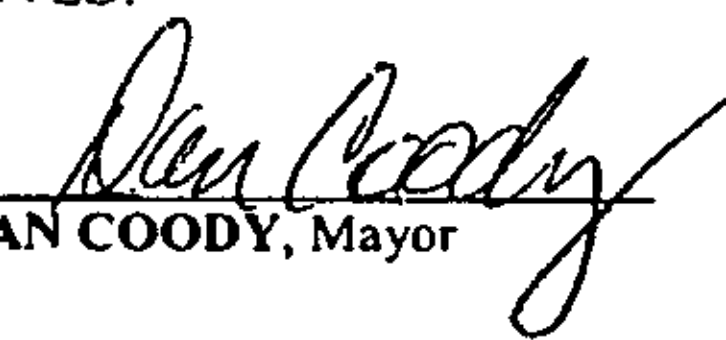
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the Offer and Acceptance Contract between the City and Mount Sequoyah Assembly, Inc. (attached as Exhibit A) in which the City purchases about 67 acres of Mount Sequoyah Assembly, Inc. land for \$1,300,000.00. The City Council expressly authorizes Mayor Coody to sign the \$700,000.00 mortgage note described in the Offer and Acceptance contract.

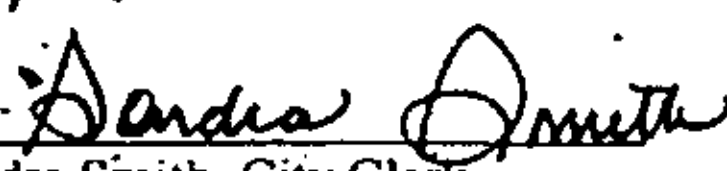
Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the budget adjustment in the amount of \$600,000.00 as the first year's payment on the 67-acre purchase.

**PASSED and APPROVED** this the 1<sup>st</sup> day of April, 2003.

APPROVED:

By: 

DAN COODY, Mayor

By: 

Sondra Smith, City Clerk



RESOLUTION NO. 20-04

A RESOLUTION TO REAFFIRM ITS COMMITMENT TO SELL MOST OF ITS DEVELOPMENT RIGHTS TO THE FAYETTEVILLE NATURAL HERITAGE ASSOCIATION, INC. ON THE 67 ACRES OF MOUNT SEQUOYAH WOODS PURCHASED BY THE CITY OF FAYETTEVILLE PURSUANT TO RESOLUTION NO. 46-03

**WHEREAS**, the City Council of the City of Fayetteville, Arkansas had invited the Fayetteville Natural Heritage Association, Inc. to purchase its development rights to Mount Sequoyah Woods in Resolution No. 46-03 passed unanimously by the Fayetteville City Council on April 1, 2003; and

**WHEREAS**, the Fayetteville Natural Heritage Association, Inc. has worked diligently and continues to strive to raise contributions to purchase these development rights in the form of a conservation easement to protect Mount Sequoyah Woods so that it will be a nature preserve for all residents of Fayetteville; and

**WHEREAS**, the Fayetteville Natural Heritage Association, Inc. has already paid to the City Fifty Thousand Dollars (\$50,000.00) toward the purchase of these development rights and conservation easement.

**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 reaffirms its commitment to sell its development rights in the form of a conservation easement for Mount Sequoyah Woods except as necessary to build amenities for Mount Sequoyah Woods such as perimeter parking, walking trails, benches, picnic tables, pavilion, restroom facility and signs for the use of the public when enjoying this wooded hillside for Three Hundred Thousand Dollars (\$300,000.00) to the Fayetteville Natural Heritage Association, Inc.

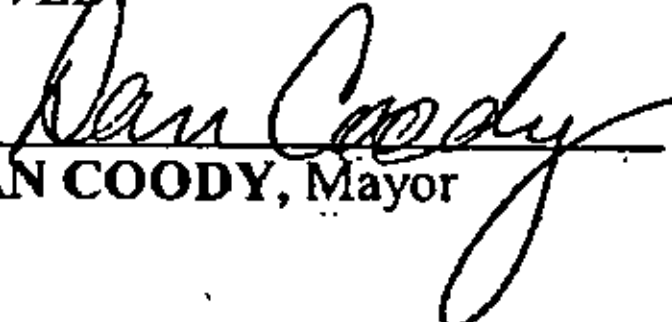
PASSED and APPROVED this the 3<sup>rd</sup> day of February, 2004.



  
SONDRA SMITH, City Clerk

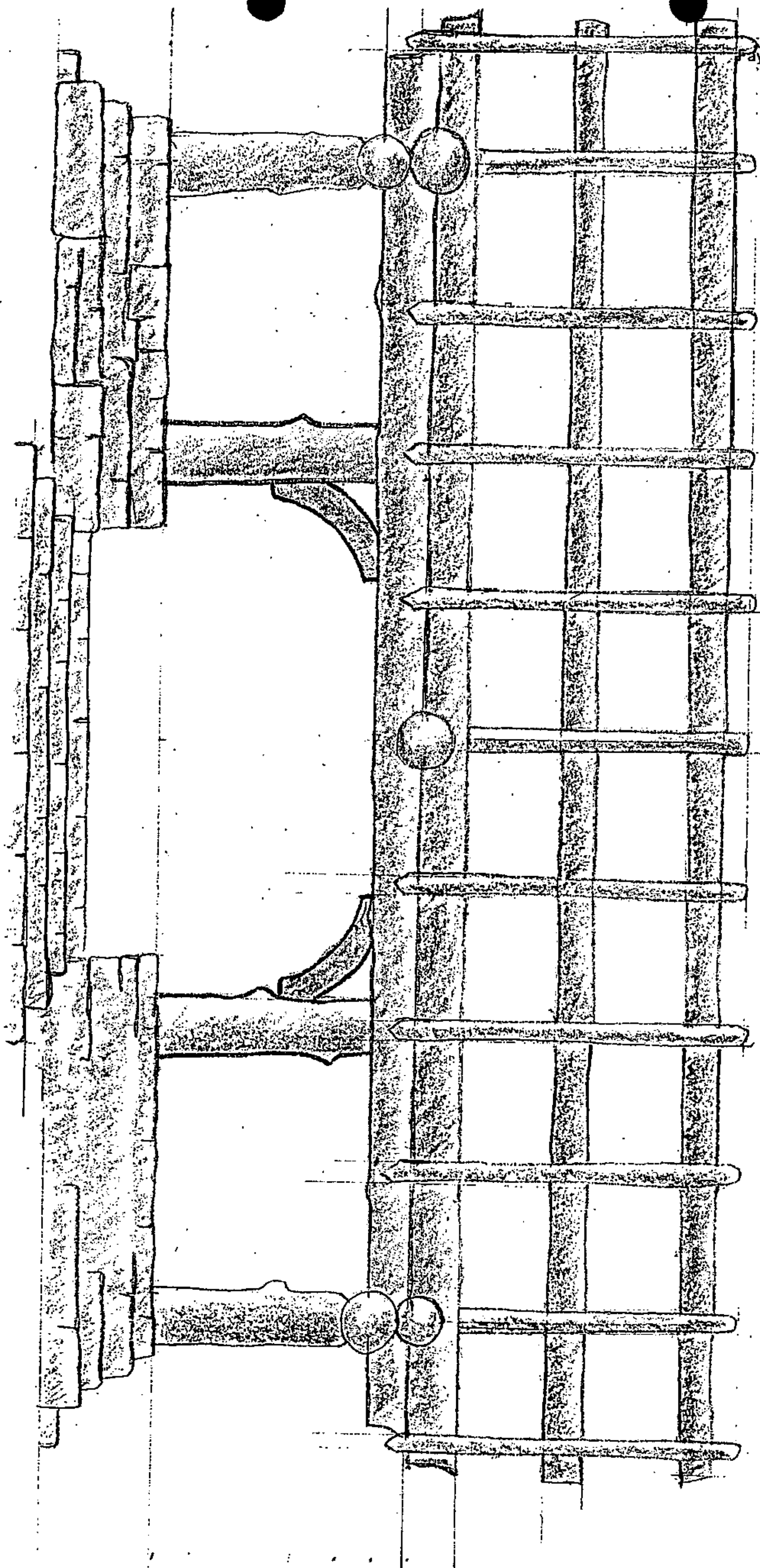
APPROVED

By:

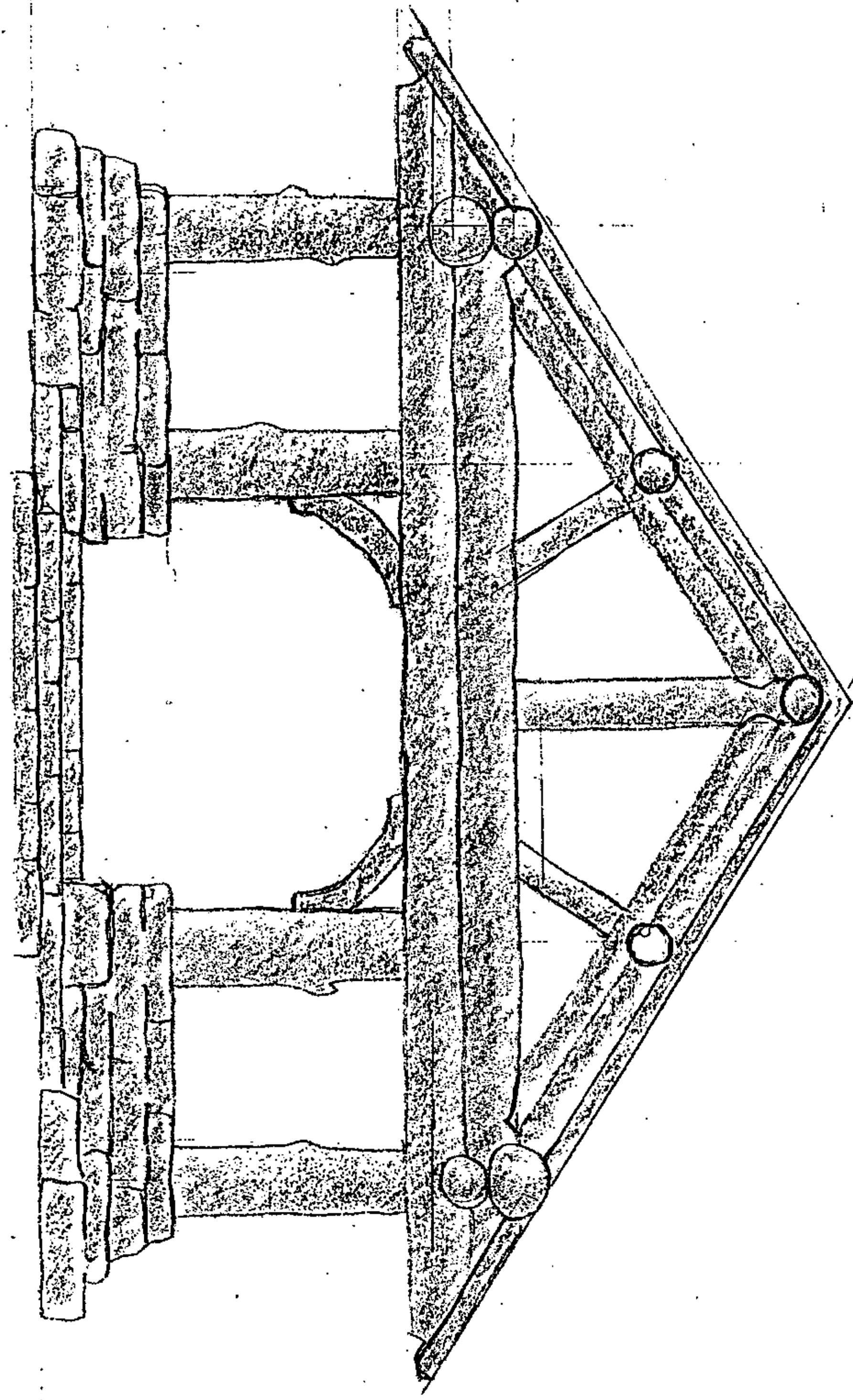
  
DAN COODY, Mayor

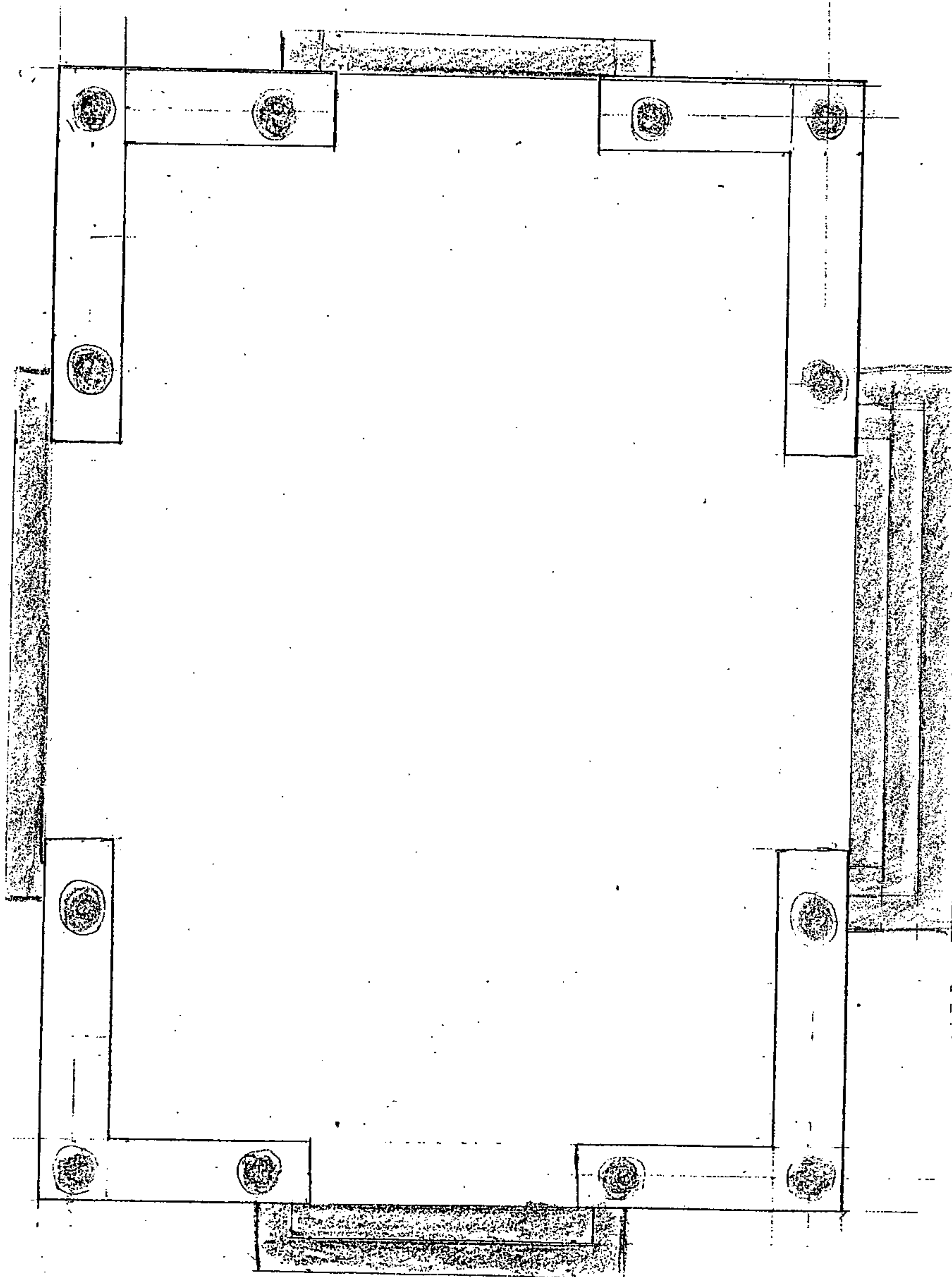












City of Fayetteville  
Staff Review Form  
City Council Agenda Items  
or  
Contracts

D. 2  
RZN 06-2291, HWY 16 Animal Hospital  
Page 1 of 18

21-Nov-06

City Council Meeting Date

Jeremy Pate  
Submitted By

Planning  
Division

Operations  
Department

Action Required:

RZN 06-2291: Rezoning (HWY 16 Animal Hospital, 567): Submitted by Jorgensen and Associates for property located at 2805 East Huntsville Road. The property is zoned RSF-1, Residential Single-Family - 1 Unit Per Acre, R-A, Residential Agricultural, and C-1, Neighborhood Commercial, and contains approximately 3.42 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

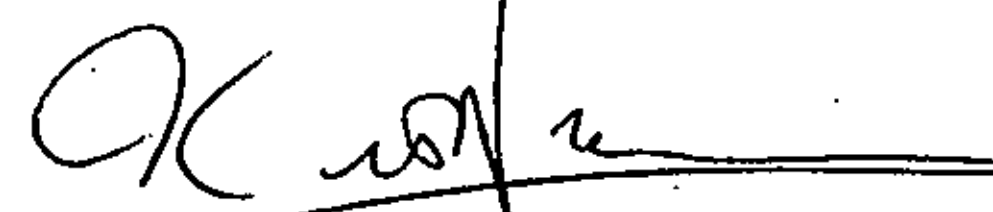
☐

  
Department Director

10-27-06  
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

  
City Attorney

10-30-06  
Date

Original Contract Number: n/a

  
Finance and Internal Service Director

10-30-2006  
Date

Received in City Clerk's Office

ENTERED

10/30/06

  
Mayor

10/30/06  
Date

Received in Mayor's Office

ENTERED

10/30/06  
P.H.

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:** October 26, 2006

**Subject:** Rezoning for Highway 16 Animal Hospital (RZN 06-2291)

---

### **RECOMMENDATION**

The Planning Commission recommended approval of the subject rezoning request from R-A, RSF-1, and C-1 to C-1, Neighborhood Commercial, at East Huntsville Road.

### **BACKGROUND**

The subject property is located at the southeast corner of Huntsville Road (State Highway 16) and Stonebridge Road. The property consists of approximately 3.42 acres developed for an animal hospital. The property is zoned R-A, RSF-4, and C-1, with the majority being R-A. Surrounding properties to the north and west are developed or are in the process of being redeveloped for commercial use. Properties to the west and south are residential and rural in nature.

Staff recommends approval of the rezoning finding the proposed zoning consistent with the City's land use planning objectives, principles and policies. Establishment of appropriate commercial property in a primarily residential area will encourage complete, compact and connected development. The increasing residential population south of this property will be benefited by the neighborhood commercial development at this location. A traffic signal is planned at the intersection of Huntsville Road (Hwy 16) and Stonebridge Road. At the time of redevelopment, the Planning Commission may evaluate proposed ingress and egress. Measures shall be taken to ensure that the access will not exacerbate any existing dangerous traffic situation.

### **DISCUSSION**

On October 23, 2006, the Planning Commission voted 6-0-1 to forward this request to the City Council with Commissioner Trumbo recusing. Although no members of the public were present at the Planning Commission meeting to address this item, the Planning Commission did encourage the developer to communicate with neighbors regarding future redevelopment of the property.

### **BUDGET IMPACT**

None.



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE APPROVING RZN 06-2291 SUBMITTED BY JORGENSEN AND ASSOCIATES FOR PROPERTY LOCATED AT 2805 EAST HUNTSVILLE ROAD, FOR APPROXIMATELY 3.42 ACRES, REZONING THE SUBJECT PROPERTY FROM RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE, R-A, RESIDENTIAL AGRICULTURAL, AND C-1, NEIGHBORHOOD COMMERCIAL TO C-1, NEIGHBORHOOD COMMERCIAL.

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

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

From RSF-1, Residential Single-Family, One Unit Per Acre, R-A, Residential Agricultural, and C-1, Neighborhood Commercial, to C-1 Neighborhood Commercial as shown on Exhibit "A" and 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:**

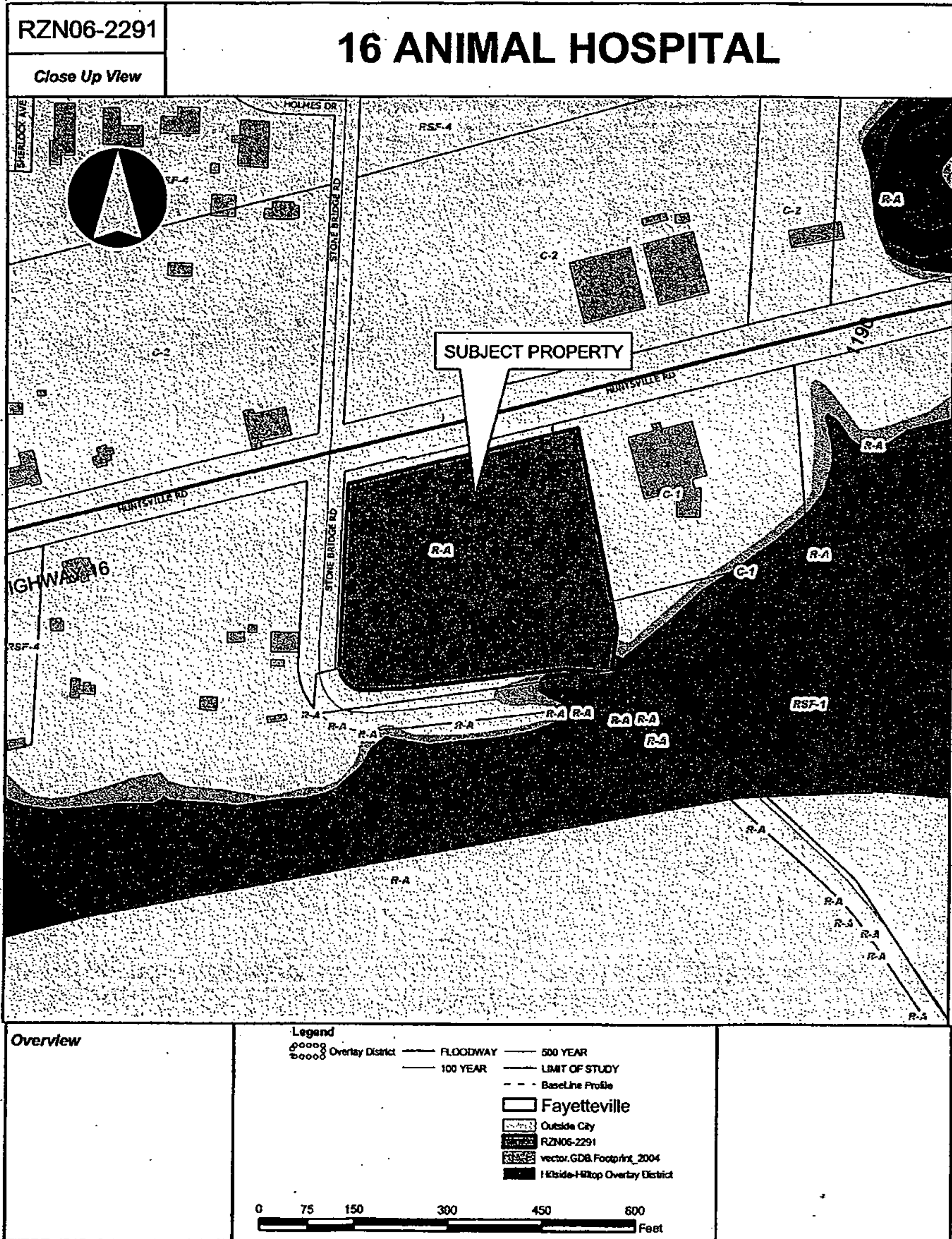
By: \_\_\_\_\_  
**DAN COODY, Mayor**

By: \_\_\_\_\_  
**SONDRA SMITH, City Clerk**

**EXHIBIT "A"**  
**RZN 06-2291**

PART OF THE NW1/4 OF THE NW1/4 OF SECTION 24, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SECTION 24 THENCE SOUTH 145.67 FEET, THENCE EAST 32.50 FEET TO THE P.O.B., THENCE N76°01'39"E 377.38 FEET, THENCE S11°24'05"E 328.71 FEET, THENCE S06°30'39"W 71.69 FEET, THENCE N85°31'08"W 76.87 FEET, THENCE S82°49'43"W 245.59 FEET, THENCE S86°52'26"W 73.50 FEET, THENCE ALONG A CURVE TO THE RIGHT 66.78 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF N45°12'55"W 59.29 FEET, THENCE N02°31'44"E 289.56 FEET TO THE P.O.B.; CONTAINING 3.42 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

# EXHIBIT "B"







PC Meeting of October 23, 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: October 16, 2006 *Updated October 26, 2006*

**RZN 06-2291: (HWY 16 ANIMAL HOSPITAL, 567):** Submitted by JORGENSEN & ASSOCIATES for property located at 2805 E. HUNTSVILLE RD. The property is zoned RSF-1, Residential Single-family - 1 unit/acre, R-A, Residential Agricultural, and C-1, Neighborhood Commercial, and contains approximately 3.42 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.  
Planner Suzanne Morgan

**RECOMMENDATION:**

Staff recommends approval of the requested rezoning based on the findings herein.

|                                                                               |                                                                                                     |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>PLANNING COMMISSION ACTION:</b>                                            |                                                                                                     |
| Required <u>YES</u>                                                           | <input checked="" type="radio"/> Forward (recommendation for approval) <input type="radio"/> Denied |
| Motion: Myres                                                                 |                                                                                                     |
| Second: Lack                                                                  |                                                                                                     |
| Vote: 6-0-1 (Trumbo recused)                                                  |                                                                                                     |
| (Commissioner Clark encouraged communication between developer and neighbors) |                                                                                                     |
| Date: <u>October 23, 2006</u>                                                 |                                                                                                     |
| <b>CITY COUNCIL ACTION:</b>                                                   |                                                                                                     |
| Required <u>YES</u>                                                           | <input type="radio"/> Approved <input type="radio"/> Denied                                         |
| Date: <u>November 21, 2006</u> (1 <sup>st</sup> reading if recommended)       |                                                                                                     |

**BACKGROUND:**

**Property:** The subject property is located at the southeast corner of Huntsville Road (State Highway 16) and Stonebridge Road. The property consists of approximately 3.42 acres developed for an animal hospital. The property is zoned R-A, RSF-4, and C-1, with the majority being R-A. Surrounding properties to the north and west are developed or are in the process of being redeveloped for commercial use. Properties to the west and south are residential and rural in nature.



**Table 1**  
**Surrounding Land Use and Zoning**

| Direction from Site | Land Use                                                                   | Zoning                        |
|---------------------|----------------------------------------------------------------------------|-------------------------------|
| North               | Commercial (to be redeveloped as Shoppes at Stonebridge – an approved LSD) | C-2, Thoroughfare Commercial  |
| South               | Agricultural/Rural Residential                                             | R-A, Residential Agricultural |
| East                | Commercial                                                                 | C-1, Neighborhood Commercial  |
| West                | Agricultural/Rural Residential                                             | R-A, Residential Agricultural |

**Request:** The applicant applied to have the 3.42-acre subject property rezoned from R-A, RSF-1, and C-1 to C-1.

**Public Comment:** Staff has not received any public comment regarding this rezoning request. When the property at the northwest corner of the Hwy 16/Stonebridge Road intersection was proposed to be rezoned commercial, several property owners southwest of the intersection did lend support to the proposal indicating that the addition of commercial would be beneficial for property values.

**Recommendation:** Staff recommends approval of the rezoning based on findings stated herein. The proposed zoning would be compatible with adjacent zoning, existing and approved development, and the future land use plan.

#### **INFRASTRUCTURE:**

**Streets:** The site has access to Huntsville Road and Stonebridge Road. Huntsville Road is a two lane state highway and Stonebridge Road is an unimproved two lane roadway. Improvements to the adjacent streets will be evaluated at the time of development.

**Water:** Public water is located adjacent to the site. There is an 8" waterline along Huntsville Road. Water service will need to be extended to the property and through the development at the time of development.

**Sewer:** Sanitary sewer is available on the site. There is a 6" sewer main at the south side of the property. Sewer service will need to be extended to the property at the time of development. Improvements to the sewer system may be required dependent upon the demand placed by the development. The capacity of the existing main will need to be studied at the time of development.

**Drainage:** Standard improvements and requirements for drainage will be required for the development.

**Fire:** These 3.46 acres are covered by Engine 5 at 833 N Crossover. It is 1.6 miles from the station with an anticipated response time of 3.75 minutes. After the new Station 3 is built at Happy Hollow and E Huntsville, the response time will be reduced to 2.75 minutes. The Fire Department does not anticipate calls for service on properties being zoned C-1 Neighborhood Commercial, although typically this type of zoning will not affect our call volume or response times. Measured Hydrant Flow in this area is recorded at 1515 gallons/minute.

**Police:** It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density or create an undesirable increase in the load on police services. It will not create an appreciable increase in traffic danger and congestion in the area.

**LAND USE PLAN:** The City Plan 2025 Interim Future Land Use Plan designates this site as **Neighborhood Commercial**. Rezoning this property to C-1 is consistent with that plan.

#### **FINDINGS OF THE STAFF:**

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

**Finding:** The proposed zoning is consistent with the City's land use planning objectives, principles and policies. Establishment of appropriate commercial property in a primarily residential area will encourage complete, compact and connected development. The proposal represents an increase in the amount of commercial property on Hwy 16 at the intersection of this Principal Arterial street and Stonebridge Road. Both of these intersecting streets carry significant volumes of traffic. The anticipated traffic from the development south of Hwy 16 has prompted the city to establish an assessment area for a traffic signal at this location. The need for commercial enterprise at this intersection was recognized by the city with the adoption of the Interim Future Land Use Plan with the designation of a commercial node. The applicant's rezoning request, if approved, will enlarge the existing commercial property and lead to the establishment of the commercial node to serve development neighborhoods to the south.

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

**Finding:** Staff finds the proposed zoning is justified and needed. This node of commercial property serves residential development south of Hwy 16, east of Stonebridge Road and properties between Hwy 16 and Hwy 45 (Mission Blvd).

**Neighborhood Commercial compliments the residential development in the area and yet will not allow many uses permitted in other zoning districts that are typically found as nuisances by residential property owners.**

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

**Finding:** This site is currently developed and utilized for a commercial enterprise. However, an animal hospital generates fewer trips per day than most uses allowed within the C-1 zoning district. At the time of redevelopment, the Planning Commission may evaluate proposed ingress and egress. Measures shall be taken to ensure that the access will not exacerbate any existing dangerous traffic situation. Multiple curb cuts onto Highway 16 will be discouraged. Redevelopment on this property should be done in a way which will improve the current access to the property and sight distance around the existing streets. Furthermore, the future installation of a traffic signal at the adjacent intersection will promote traffic safety in and around this property.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding:** The proposed zoning would not increase population density from that zoning currently in place. This change in zoning would not substantially increase the possible number of residents in this area creating adverse impacts to public services.

**Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report. The recommendation from these departments is that the proposed rezoning would not undesirably increase the load on public services.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
  - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
  - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

**Finding:** N/A



## 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.

### 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.*

(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 | 1 |
|----------------|---|

(D) *Bulk and area regulations.*

|                             |                         |
|-----------------------------|-------------------------|
| Lot width minimum           | 150 ft.                 |
| Lot area minimum            | 43,560 sq. ft. (1 acre) |
| Land area per dwelling unit | 43,560 sq. ft. (1 acre) |

(E) *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 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.* None.

height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

**Fayetteville Unified Development Code**  
**161.16 District C-1, Neighborhood**  
**Commercial**

(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



FIRE RESPONSE

# 16 Animal Hospital RZN 06-2291



Subject  
Property





**JORGENSEN & ASSOCIATES**  
**CIVIL ENGINEERS • SURVEYORS**

D. 2  
RZN 06-2291, HWY 16 Animal Hospital  
Page 13 of 18

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.  
CHRISTOPHER B. BRACKETT, P.E.

9/12/06

City of Fayetteville  
113 W. Mountain  
Fayetteville, AR 72701

Attn: Planning Dept.  
Re: Rezoning for East 16 Animal Hospital

Attached herewith please find the documents and application for a rezoning request located at the SE Corner of Hwy 16 and Stonebridge Road. This is approximately 4.7 Acres and has been the East 16 Animal Hospital for several years. The current zoning is R-A & RSF-1 and the request is to rezone to C-1.

Property to the west is R-A, to the south is R-A, to the east is C-1 and to the north is C-2. The property to the north has recently been approved as a large scale development.

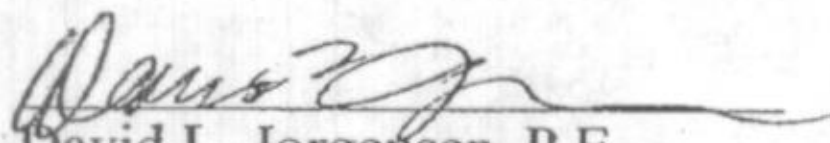
Highway 16 runs along the north side of the property and Stonebridge Road is located to the west and south. Sewer is available on the SE Corner and water is available on Hwy 16.

We feel that this request of C-1 will be compatible with the area.

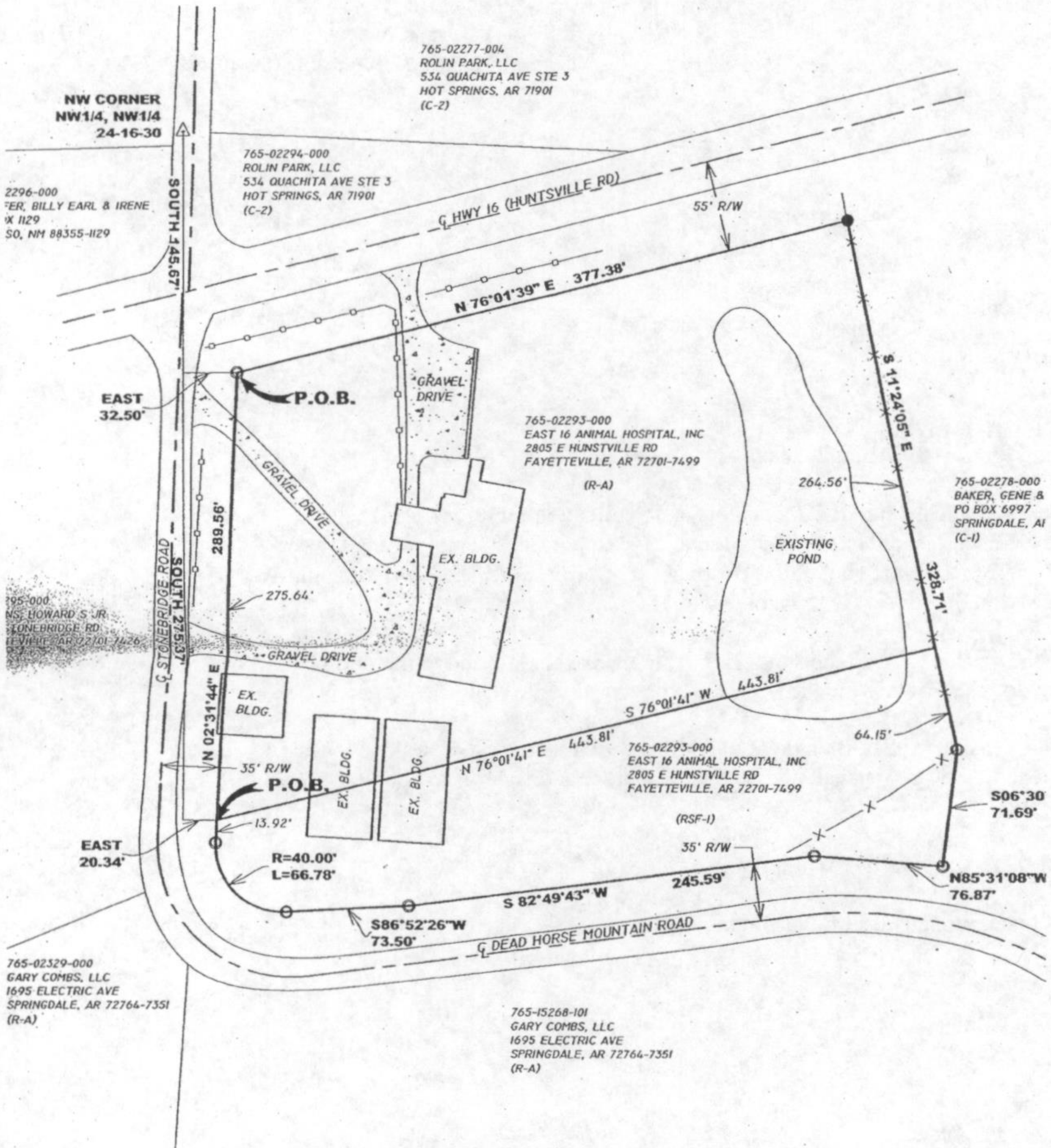
Please call concerning any questions you may have.

Thank you.

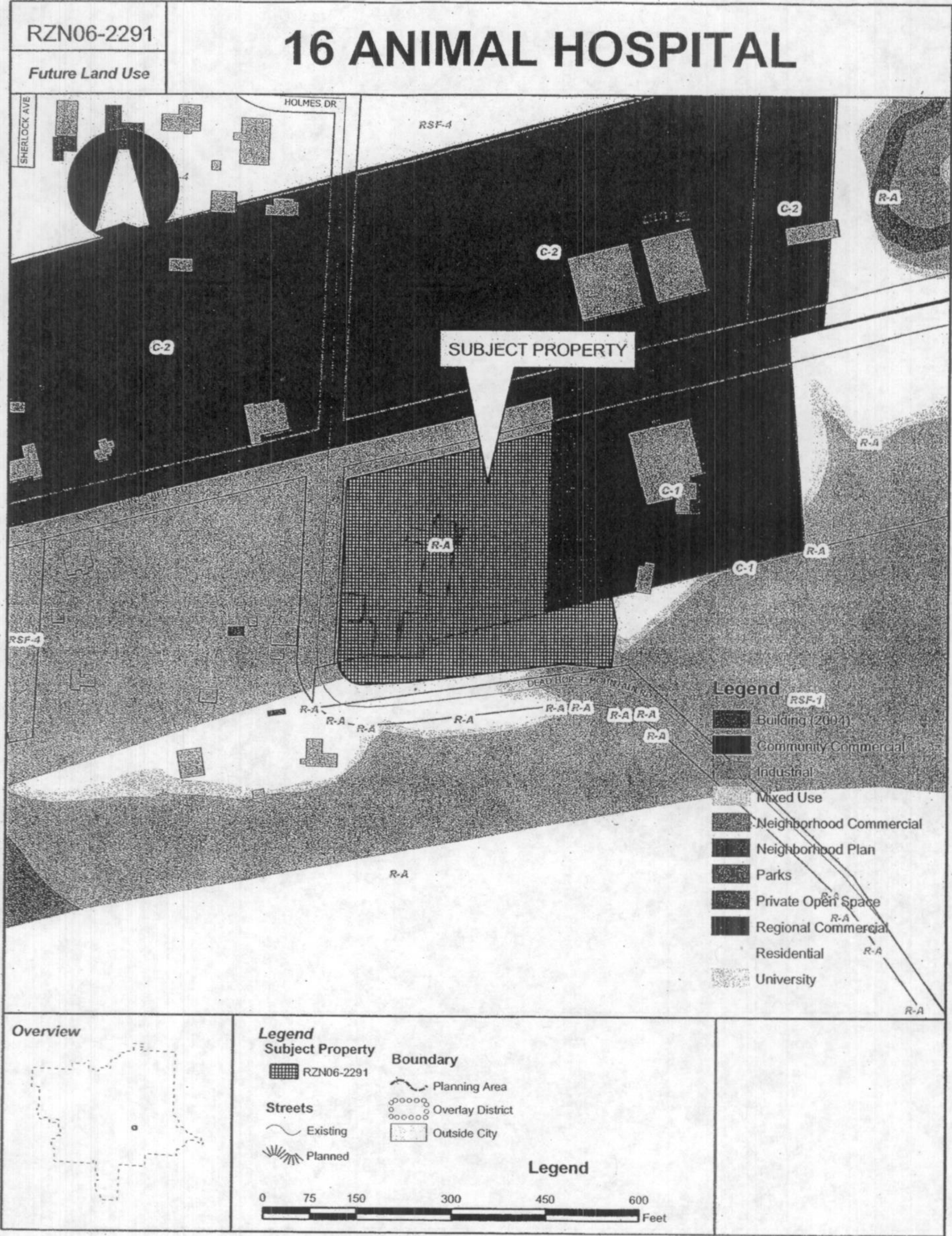
Sincerely;

  
David L. Jorgensen, P.E.









### Overview

### Legend

#### Subject Property

- RZN06-2291

#### Streets

- Existing
- Planned

#### Boundary

- Planning Area
- Overlay District
- Outside City

### Legend

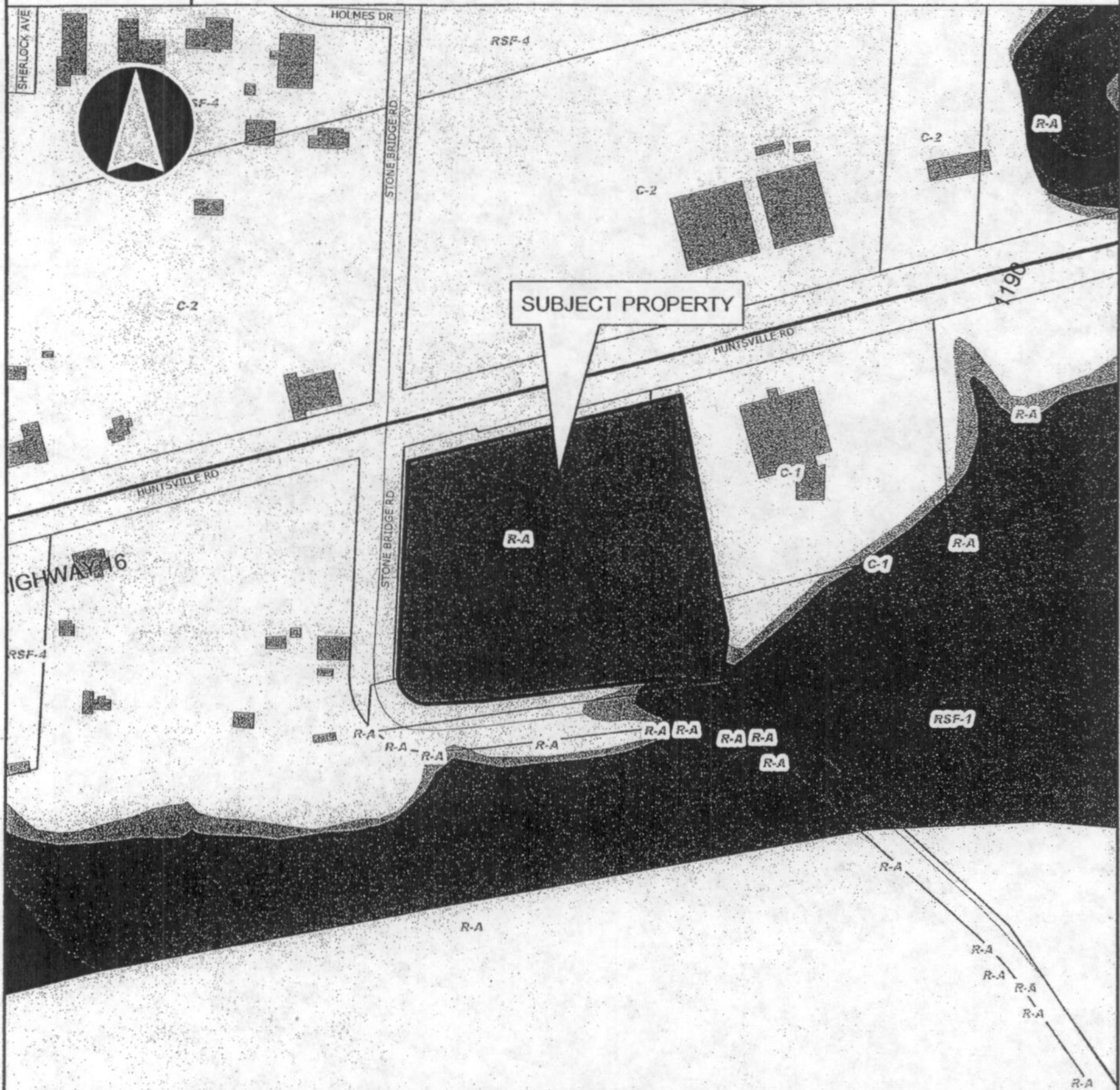
0 75 150 300 450 600 Feet



RZN06-2291

# 16 ANIMAL HOSPITAL

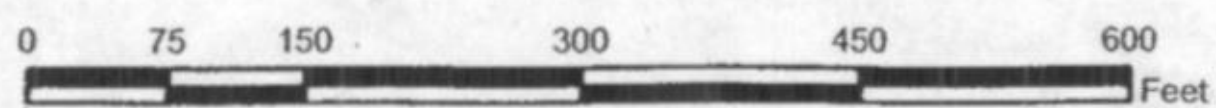
Close Up View



Overview

## Legend

- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- - - BaseLine Profile
- Fayetteville
- Outside City
- RZN06-2291
- vector.GDB.Footprint\_2004
- Hillside-Hilltop Overlay District

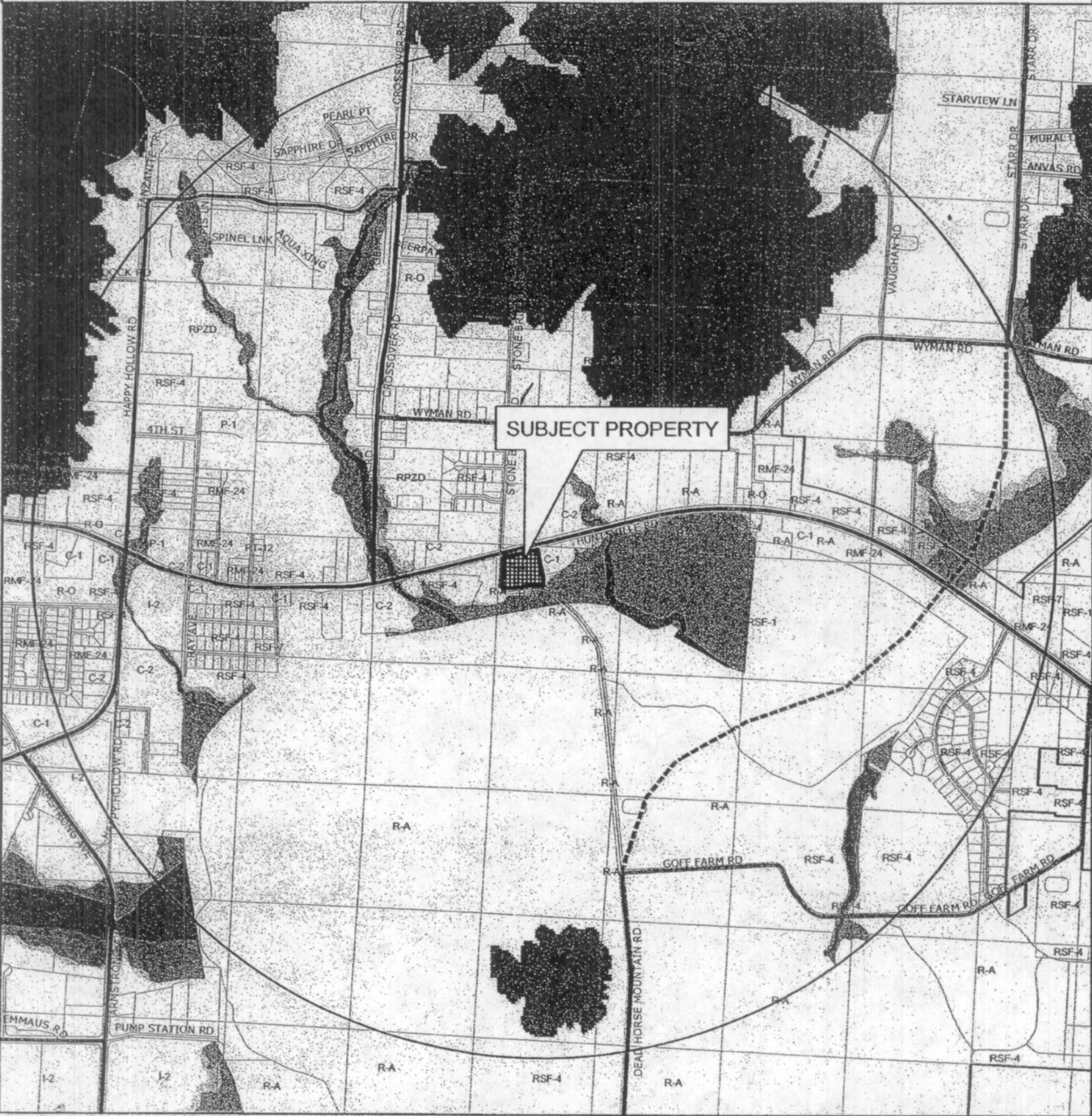




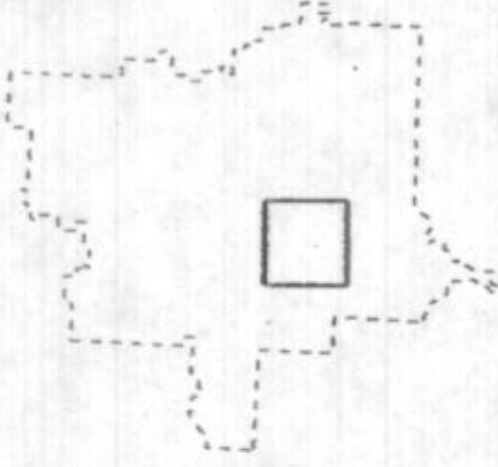
RZN06-2291

# 16 ANIMAL HOSPITAL

One Mile View



Overview



Legend

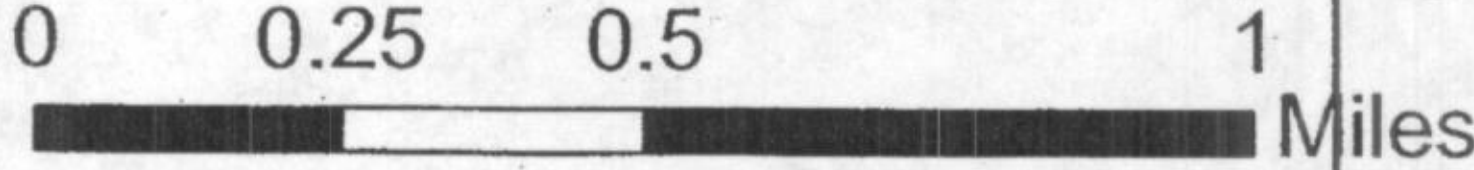
Subject Property  
RZN06-2291

Boundary

- Planning Area
- Overlay District
- Outside City

Legend

Hillside-Hilltop Overlay District









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

21-Nov-06  
City Council Meeting Date

Jeremy Pate  
Submitted By

Planning  
Division

Operations  
Department

Action Required:

R-PZD 06-1884: Residential Planned Zoning District, Westside Village, submitted by Todd Jacobs with Critical Path Design for property located south of Wedington, east of Ruppel Road. The property is zoned RMF-24, Residential Multi-Family, 24 units per acre and contains approximately 21.63 acres. The request is for re-zoning and large scale development approval with 352 attached dwelling units and 71,120 square feet of non-residential and mixed use space.

|                      |                         |                                 |
|----------------------|-------------------------|---------------------------------|
| \$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

☐

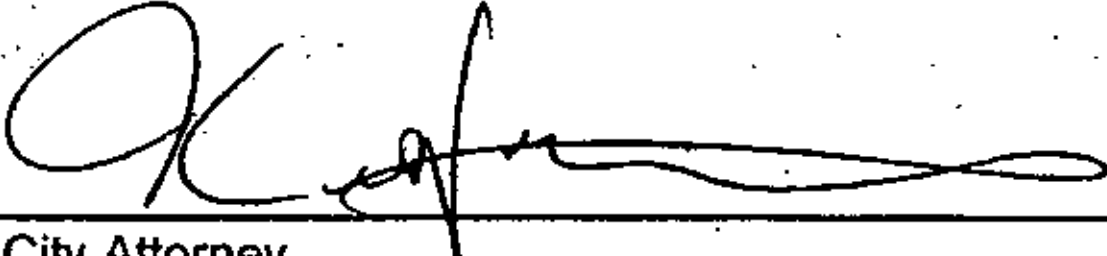
Budget Adjustment Attached

☐

  
Department Director  
10-27-06  
Date

Previous Ordinance or Resolution # n/a

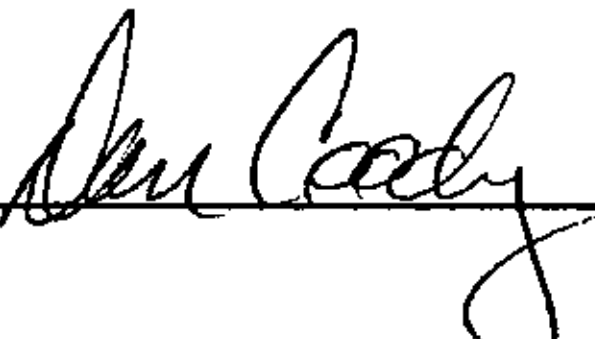
Original Contract Date: n/a

  
City Attorney  
10-27-06  
Date

Original Contract Number: n/a

  
Finance and Internal Service Director  
10-27-06  
Date

Received in City Clerk's Office  
ENTERED  
10/27/06  
UN

  
Mayor  
10/30/06  
Date

Received in Mayor's Office  
ENTERED  
10/27/06  
PK

Comments:

## **CITY COUNCIL AGENDA MEMO**

**To:** Mayor and City Council

**Thru:** Gary Dumas, Director of Operations

**From:** Jeremy C. Pate, Director of Current Planning *Y*

**Date:** October 26, 2006

**Subject:** Residential Planned Zoning District for Westside Village (R-PZD 06-1884)

### **RECOMMENDATION**

The Planning Commission voted to forward the subject request for an ordinance creating a Residential Planned Zoning District (R-PZD) for Westside Village. This action would establish a unique zoning district for a mixed-use development on a 21.63-acre tract located on the east side of Ruppel Road, south of Wedington Drive, immediately north of the Boys and Girls Club.

### **BACKGROUND**

The site is zoned RMF-24, and is generally flat, undeveloped, disturbed grassland with minimal tree canopy. The Boys and Girls Club is located directly south, with Ruppel Row to the west.

The applicant requests rezoning and large scale development approval for a mixed use development with 352 attached dwelling units and 71,120 square feet of non-residential mixed use space. The property is not intended to be subdivided at this time, and would be maintained by a Property Owner's Association. The development would consist of mixed use buildings containing retail/commercial on lower levels and residential condominiums on the upper levels, live/work townhouses, townhouses, and flats. The development would also provide a community greenspace area with a civic building and a pedestrian greenway extending west-east through the entire site. Zoning criteria identifying permitted and conditional uses, building setbacks, bulk and area requirements and architectural guidelines are included within the project booklet provided by the applicant.

### **DISCUSSION**

On October 23, 2006, the Planning Commission voted 8-0-0 in favor of forwarding this request to the City Council, with several modifications and amendments to the conditions of approval. City Council final determination of certain conditions is required.

### **BUDGET IMPACT**

None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 06-1884, WESTSIDE VILLAGE, LOCATED SOUTH OF WEDINGTON, EAST OF RUPPLE ROAD, CONTAINING APPROXIMATELY 21.63 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN.

**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 R-PZD 06-1884 as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.**

**Section 2.** That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council indicated in Exhibit "C" attached hereto and made a part hereof.

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.**

**APPROVED:**

**By: \_\_\_\_\_  
DAN COODY, Mayor**

**By: \_\_\_\_\_  
SONDRA SMITH, City Clerk**



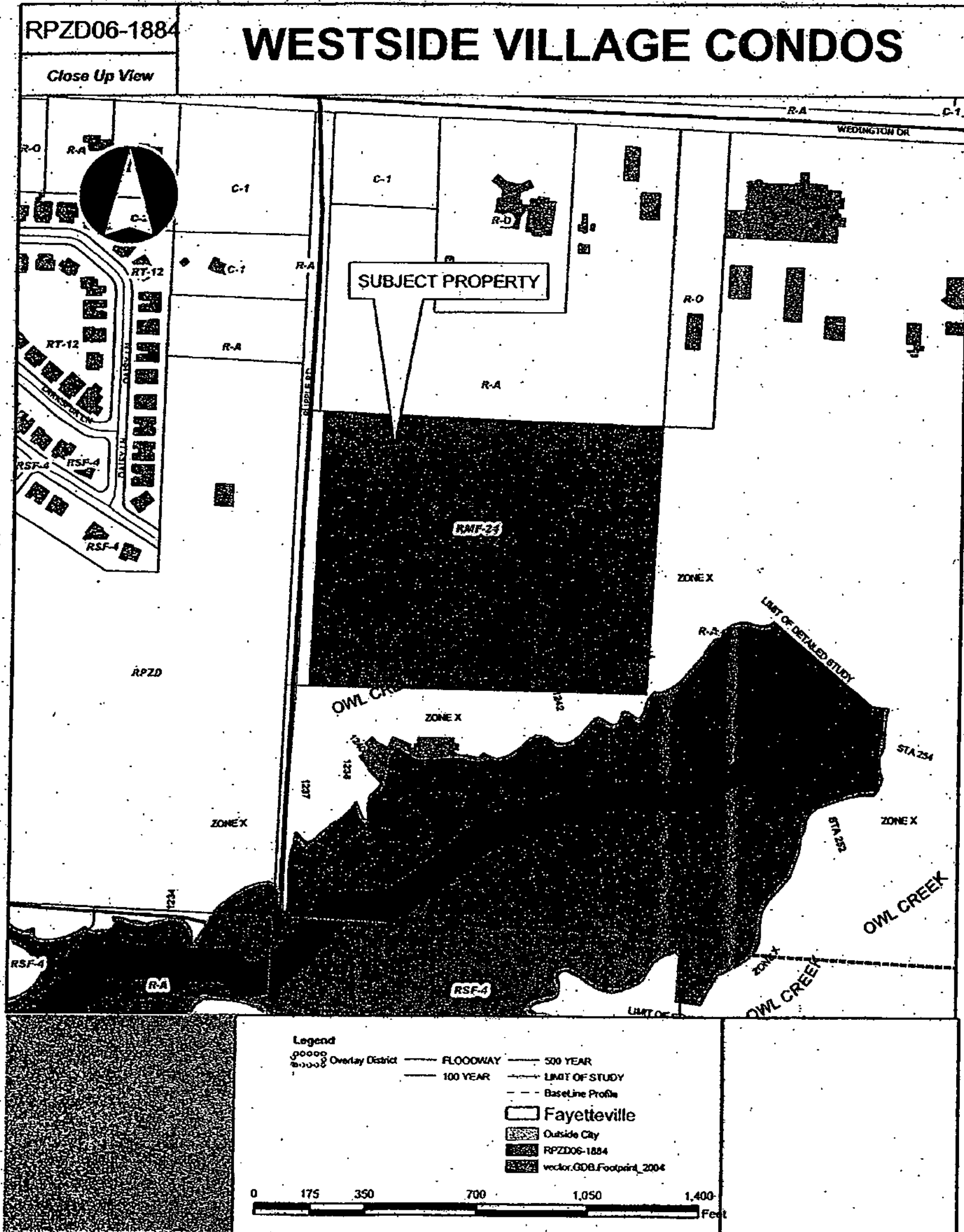
**EXHIBIT "A"**  
**R-PZD 06-1884**

TRACK 3, FINAL PLAT OF W.H.M. LAND INVSTMENTS, INC., AN ADDITION TO  
FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING FILED FOR RECORD  
12-19-05 AS PLAT 17-102.



# EXHIBIT "B"

D. 3  
R-PZD 06-1884, Westside Village  
Page 5 of 68



**EXHIBIT "C"**  
**R-PZD 06-1884**  
**(Page 1 of 7)**

**Conditions of Approval**

1. Planning Commission determination of street improvements.

- a. *Residential Development: Impact fees to Ruppel Road are based on a contractual agreement for development of the property for residential units (see attached) signed by the City as part of the final plat including the subject property in the amount listed as follows:*

**Westside Village  
Ruppel Road Impact Fees**

| Type of Units | Proposed No. of Units | Contracted Total Units | Excess Units | Cash Per Unit | Letter of Credit Per Unit | Total Cash Due | Total Letter of Credit Due |
|---------------|-----------------------|------------------------|--------------|---------------|---------------------------|----------------|----------------------------|
| Apartments    | 352                   | 260                    | 92           | \$320.51      | \$213.67                  | \$29,486.92    | \$19,657.64                |

Notes:

\*See attached contractual Agreement, in conjunction with the Final Plat 01-07.00, in which the current proposal is Lot 3.

\*The Cash and Letter of Credit amounts are due prior to building permit.

*The applicant shall submit \$29,486.92 and a letter of credit for \$19,657.64 prior to issuance of building permit.*

*The applicant requests to pay these impact fees based on the number of units built rather than on the maximum number of units allowed by the proposed PZD. The applicant proposes to pay these impact fees per construction phase as delineated on the plans prior to the building permit issuance for that phase only.*

**PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION (10-23-06).**

- b. *Commercial Development: The contract for the Ruppel Road impact fees covered only residential development on this lot. The applicant is also proposing 55,000 square feet of non-residential development on this lot (not including the civic building and live-work units). Appropriate assessment for the traffic impacts generated by the proposed non-residential use has been evaluated by the City Planning and Engineering Divisions and an assessment amount of \$44,396.49 shall be paid prior to issuance of a building permit for the commercial portion of the development for improvements to Ruppel Road. A memo from City staff to the applicant describing the methodology used to derive the assessment amount is attached to this report.*

**PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION (10-23-06).**

**EXHIBIT "C"**  
**R-PZD 06-1884**  
**(Page 2 of 7)**

2. Planning Commission determination of adequate connectivity: The project proposes an access easement stub-out and a public right-of-way stub-out to largely undeveloped property to east. The existing Boys and Girls Club is located adjacent to the southern border of the site and is not proposed for vehicular connectivity, but is proposed for a pedestrian connection. The applicant proposes an access easement/right-of-way stub-outs for the three streets to undeveloped property to the north. The stub-out to the north shall be revised to indicate a 20' one-way paved section for a northbound lane, and a 20' one-way paved section for a southbound lane, divided by a median, extending the boulevard section to the northern property line. On all of the street connections proposed the applicant proposes not to construct physical paved stub-outs, but to install signs indicating future street extension, and proposes to pay an assessment to the City for the future construction of the stub-outs. An assessment shall be paid to the City for the construction of the stub-outs to the east, in an amount to be approved by the City Engineering Division prior to building permit. The applicant shall coordinate with the City Engineering and Transportation Divisions prior to construction to agree upon appropriate signage to indicate future street extensions, but still be aesthetically compatible with the development. The applicant shall work with the City Attorney's Office to carefully write an easement document to prevent large utility trucks from accessing the street stub-outs to the east. The intention of the easement document is to prevent using the streets in this development as a cut-through. This easement shall be recorded prior to building permit and referenced by document number on the easement plat. *Staff finds the location and number of street connections adequate for the development. However, staff recommends that all street stub-outs be constructed with pavement to the property line, along with a sign to more clearly indicate future street connection as opposed to the applicant's proposal not to physically construct the stub-outs as part of the development. Staff finds that constructing stub-outs along with signage is necessary to clearly indicate to the public and future developers the location of future street connections.*

**PLANNING COMMISSION APPROVED AND MODIFIED THIS CONDITION AS NOTED, RECOMMENDING IN FAVOR OF THE STREET CONNECTIVITY PRESENTED, AND AGREEING WITH THE APPLICANT'S REQUEST THAT FULL STUB-OUTS BE CONSTRUCTED TO THE NORTH, AND RIGHT-OF-WAY/EASEMENT ONLY AND SIGNS BE PROVIDED FOR THE CONNECTIVITY TO THE EAST. (10-23-06).**

3. Planning Commission determination of a waiver of street design standards.

- a. The applicant requests a waiver to allow a 15' curb return radius (CRR) at all street intersections and driveways when City Code requires a 30' CRR for streets (UDC Section 171.02(C)), and 25' for commercial driveways (UDC Section 172.04(D)(2)(a)(iv)). *Staff recommends denial of this waiver, finding that with both reduced street width and reduced curb return radius at all intersections, turning moments become problematic for passenger vehicles and could result in conflicts.*



**EXHIBIT "C"**  
**R-PZD 06-2191**  
**(Page 3 of 7)**

**PLANNING COMMISSION APPROVED THIS CONDITION (10-23-06).**

- b. The applicant requests a waiver to allow a different street cross section than are required by the current Master Street Plan standard. The applicant proposes on-street parallel parking, when the Master Street Plan does not have a cross-section that allows parallel parking as proposed. Public Drive #2 shall remain a public drive as shown on the drawings submitted. *Staff recommends in favor of a waiver to construct the street cross sections as requested, although staff recommends that Public Drive #2 as labeled on the site plan be a private street. The City is not interested in owning and maintaining what is essentially drive aisles and parking lots for the private development. Staff will review detailed construction plans at the time of development.*

**PLANNING COMMISSION APPROVED THIS CONDITION AS NOTED, AGREEING WITH THE APPLICANT'S REQUEST THAT PUBLIC DRIVE #2 BE A PUBLIC STREET (10-23-06).**

4. Planning Commission determination of commercial design standards for the commercial structures and overall compatibility and transition in the proposed development. *Staff finds in favor of this determination. The building elevations of the non-residential structures are well-articulated and provide for a consistent and overriding theme throughout the development, which transitions well between the mixed use buildings, townhouses, live-work units, and flats. The zoning criteria for the residential structures requires buildings to front the street, and small building setbacks help create a streetscape and facilitate an overall compact and complete development, with the urban structures broken up by a village green and pedestrian greenway at key visual points, preventing a monotony of structures.*

**PLANNING COMMISSION APPROVED THIS CONDITION (10-23-06).**

5. Planning Commission determination of a waiver of Chapter 166 and 172 of the Unified Development Code, for 24' wide drive aisles/parking stub-outs. Street/driveway widths shall be modified to a minimum width of 24' for two-way access, and 12' for one-way access in all instances. The two-way drive aisles around the perimeter of the development are 23'. Several other drive aisles have different widths such as 22', 23', and 25'. *Staff recommends denial of this waiver, finding there is not suitable space in many locations for parking and driving to co-exist without the potential for accidents, especially in those areas containing 90 degree parking across from parallel parking. Staff recommends the standard 24' (back-of-curb to back-of-curb) be utilized for all driveways, drive aisles, public streets and private streets; where two-way traffic proposed.*

**PLANNING COMMISSION APPROVED THE WAIVER AS REQUESTED (10-23-06).**

6. Sidewalks along Ruppel Road shall be constructed to city standards and dedicated to the City. Sidewalks along all interior public streets shall be constructed to city standards with a



**EXHIBIT "C"**  
**R-PZD 06-1884**  
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minimum of 6' in width. All sidewalks and greenspace adjacent to private streets shall not be owned by the City, but shall be within a public pedestrian access easement. Private street improvements shall also be constructed by the property owner to City standards and maintained to acceptable City standards by the property owner or property owner's association. *Private streets, sidewalks and detention ponds shall be the responsibility of the property owner or property owner's association to maintain according to city standards. Covenants shall provide that in the event the private streets are not maintained as required, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. Said covenants regarding maintenance of private streets shall not be amended and shall not terminate without approval of the City Council (§166.06 (K.10.b.vii)).*

7. Pedestrian walkways/sidewalks and landscaping as shown on the site plan and Master Development Plan along all public and private streets with a maximum separation of one tree per 30' linear feet of street, and between the buildings (typical) shall be a requirement of the PZD, and shall be installed as buildings are constructed, prior to occupancy.
8. Right-of-way dedication in the amount of 55' from centerline of the existing Ruppel Road right-of-way needs to be provided with this development. Right-of-way for internal public streets to be dedicated in variable widths as indicated on the site plan, by way of easement plat prior to issuance of building permits.
9. Due to the very large and complex nature of this project, a detailed review of all aspects of the site and landscape plans in each phase of construction shall take place prior to issuance of building permits. The development shall be consistent with the site plan and mix of uses as approved in the PZD. All development shall meet applicable zoning and development criteria, unless specifically waived or varied by the Planning Commission as part of the PZD approval.
10. The applicant shall submit a guarantee (letter of credit, bond, or cash) of \$1,000 per dwelling unit and for non-residential uses, a fee based on square feet of use and determined by the City Engineer prior to issuance of a building permit for contributions to an interim solution to wastewater capacity concerns in the Owl Creek/Hamestring Creek basin, if the improvement is required. Final determination of the contribution shall be made by the City Engineer.
11. This project is required to obtain all permits for Phase I within one year of approval by City Council, and required to obtain all permits for Phase II within eight years of approval by City Council. A one-year extension may be approved by the Planning Commission subject to ordinance criteria.
12. All private streets shall be included in a shared access easement. This access easement

**EXHIBIT "C"**  
**R-PZD 06-1884**  
**(Page 5 of 7)**

shall be included on the easement plat.

13. Dimension the northern access point to Ruppel with a two-way exit at a minimum of 24' wide.
14. Solid Waste. It does not appear that the number of dumpsters shown on the site plan is adequate to service the amount of solid waste generated by this development. As discussed with the applicant and Solid Waste Division, it is likely that compactors (shown) will be required in addition to several dumpsters throughout the development. The location of all compactors and dumpster pads shall be coordinated with the Solid Waste Division to ensure adequate turning radii and space. All dumpsters shall be screened with materials that are compatible with and complimentary to the architecture of the surrounding structures.
15. Prior to issuance of a building permit an easement plat shall be signed by all utilities providing service to this project.
16. The Civic Building will come back to Planning Commission for review as a Conditional Use Permit, and will be required to meet commercial design standards.
17. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements, other than those as specified in the zoning criteria.
18. Buildings shall be constructed to be consistent with the concepts depicted in the building elevations in the PZD booklet. All buildings shall be designed and constructed to front onto public rights-of-way. All non-residential buildings or mixed use buildings shall adhere to Commercial Design Standards.
19. Parks fees for 352 Multi-Family Units are due in the amount of \$138,336. Fees are due prior to issuance of a building permit for those units in that development phase.
20. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code, and shall be subject to signage requirements for commercial development for Planning Area 1, and for residential development for all other Planning Areas.
21. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

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**Tree Preservation Conditions**

22. Mitigation will be required on this site in the amount of 19 (2) inch caliper large species trees. These trees are proposed to be planted on-site.
23. A 3-year maintenance bond, letter of credit, or check equaling \$4750 shall be deposited with the City of Fayetteville before final Certificate of Occupancy. After the 3 year period, the Urban Forester will inspect the site. Finding 90% or better of the trees to be healthy the bond will be released.

**Landscape Plan Conditions**

24. Street trees that are removed along the Ruppel Road frontage with this development will be required to be replaced.
25. Please keep the parking lot lighting in mind when designing the landscape plan to ensure that required trees shown on the landscape plan are not replaced with lights, or do not block lighting.
26. Street tree plantings will be required along the all public and private street frontages with one tree per 30 feet. These trees will need to be planted in urban tree wells with structural soils, or with adequate green space for planting, and the species subject to the approval of the City's Urban Forester.
27. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Urban Forester for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.

**Standard Conditions of Approval**

28. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).



**EXHIBIT "C"**  
**R-PZD 06-1884**  
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29. Trash enclosures shall be screened with materials compatible with the buildings in the development with access not visible from the public or private streets or drive aisles. Architectural renderings depicting the colors and materials for the trash enclosures shall be submitted for review prior to issuance of a building permit.
30. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
31. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
32. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
33. Prior to the issuance of a building permit the following is required:
  - a. Grading and drainage permits
  - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
  - c. Separate easement plat for this project that shall include the tree preservation area.
  - d. Project Disk with all final revisions.
  - e. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.





Planning Commission Meeting  
October 23, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

## PLANNING DIVISION CORRESPONDENCE

TO: Planning Commission Members  
FROM: Andrew Garner, Senior Planner  
Matt Casey, Assistant City Engineer  
THRU: Jeremy Pate, Director of Current Planning  
DATE: ~~October 18, 2006~~ Updated October 25, 2006

**PZD 06-1884: Planned Zoning District (WESTSIDE VILLAGE, 439):** Submitted by TODD JACOBS CRITICAL PATH DESIGN for property located at SOUTH OF WEDINGTON, EAST OF RUPPLE ROAD. The property is zoned RMF-24, MULTI FAMILY - 24 UNITS/ACRE and contains approximately 21.63 acres. The request is for re-zoning and large scale development approval for a Residential Planned Zoning District with 352 attached dwelling units and 71,120 square feet of non-residential and mixed use space.

Property Owner: WESTSIDE DEVELOPMENT, LLC  
Planner: ANDREW GARNER

### Findings:

**Background:** This item was heard at the March 16, 2006 Subdivision Committee meeting. The development proposed at that meeting consisted of 420 attached dwelling units dispersed in 14 apartment buildings and 128 townhouses. At that meeting the Subdivision Committee discussed that including non-residential uses in the project would be highly desirable for the introduction of so many residential units. The applicant substantially revised the site plan, including nonresidential uses and introduced several new building types and a new layout. This item was subsequently heard at the September 14th, then October 12<sup>th</sup>, 2006 Subdivision Committee meetings, where it was forwarded with a favorable recommendation to the full Planning Commission.

**Property Description:** The subject property consists of approximately 21.63 acres located on the east side of Ruppel Road, south of Wedington Drive, north of the Boy's and Girl's Club. The site is zoned RMF-24, and is generally flat, undeveloped, disturbed grassland with minimal tree canopy.

**Proposal:** The applicant requests a rezoning and large scale development approval for a mixed use development within a unique R-PZD zoning district. All of the land would be under a common ownership, or property owner's association, and is not proposed to be subdivided. The proposed use of the site is listed in *Table 1*.

**Table 1**  
**Proposed Project**  
**Westside Village R-PZD 06-1884**

| Type of Use          | Planning Area | Number of Units | Size of Unit                    | Retail (sq. ft.) | Office (sq. ft.) | Restaurant (sq. ft.) | Civic Space (sq. ft.) | Greenspace (acres) |
|----------------------|---------------|-----------------|---------------------------------|------------------|------------------|----------------------|-----------------------|--------------------|
| Mixed Use Apartments | PA-1          | 88              | 900 sq. ft.                     | 17,260           | 32,000           | 6,000                | NA                    | NA                 |
| Live/Work            | PA-2          | 23              | 24' x 35'                       | NA               | 10,860           | NA                   | NA                    | NA                 |
| Townhouses           | PA-3          | 73              | 25'x40';<br>24'x40';<br>22'x50' | NA               | NA               | NA                   | NA                    | NA                 |
| Flats                | PA-4          | 168             | 900 sq. ft.                     | NA               | NA               | NA                   | NA                    | NA                 |
| Civic Building       | PA-5          | NA              | NA                              | NA               | NA               | NA                   | 5,000                 | NA                 |
| Greenspace           | PA-6          | NA              | NA                              | NA               | NA               | NA                   | NA                    | 0.92               |
| <b>TOTAL</b>         | <b>NA</b>     | <b>352</b>      | <b>NA</b>                       | <b>17,260</b>    | <b>42,860</b>    | <b>6,000</b>         | <b>5,000</b>          | <b>0.92</b>        |

The project booklet and the plats provided give the zoning criteria in detail. Please reference this provided material for more information. These documents are binding to the zoning of the property.

**Phasing:** The applicant proposes to develop Westside Village in five phases to space over the next two to eight years.

**Phase I:** Public streets and major infrastructure, mixed use Buildings A and B, 34 townhouses, the Civic Building, the Village Green

**Phases II – V:** Townhouses, live/work units, flats, mixed use Building C. Full phase build out will be completed in approximately eight years.

Permits are proposed to be pulled for Phase I within one year of City Council approval of the PZD; permits are proposed to be pulled for Phase II within eight years of City Council approval. The applicant requests the allowance of a one year extension if necessary.

**Surrounding Land Use/Zoning:**

| Direction from Site | Land Use                  | Zoning                                  |
|---------------------|---------------------------|-----------------------------------------|
| North               | Single-Family Residential | R-A, Residential-Agricultural           |
| South               | Boys and Girls Club       | R-A, Residential-Agricultural           |
| East                | Undeveloped               | R-A, Residential-Agricultural           |
| West                | Ripple Row PZD            | PZD, Ripple Row Planned Zoning District |

**Water & Sewer:** Water and sewer lines are being extended to serve the development.

**Access:** Access to the proposed development would be directly off of Ruppel Road along the western property line. Four proposed public drives would be constructed through the development with the approximate right-of-way width listed below:

| <u>Street</u>     | <u>Approximate Right-of-Way Width</u> |
|-------------------|---------------------------------------|
| Meadowlands Drive | 56'                                   |
| Public Drive 1    | 53'                                   |
| Public Drive 2    | 114'                                  |
| Public Drive 3    | 55'                                   |

These streets would feature parallel parking on both sides of the street. Meadowlands Drive will extend east from Ruppel Road and will be stubbed out at the easternmost boundary of the subdivision. Three other proposed public streets would extend north from Meadowlands Drive to the northernmost boundary of the property. Public Drive 2 is a divided street featuring parallel parking on the interior and angled parking on the exterior. *Staff is recommending that this street in particular not be a public street, but private, as it does not meet street design standards.* A private, two-way parking drive will encompass the perimeter of the development. This drive will feature parallel parking on the interior portion and perpendicular parking along the exterior portion. A pedestrian green way starts at Ruppel Road and traverses east through the project. A number of interior sidewalks around all of the buildings provide well-connected walkways throughout the development. Parking would be provided on streets and in garages with an adequate number of spaces as presented in Table 2.

**Connectivity:** The project proposes an access easement stub-out and a public right-of-way stub-out to largely undeveloped property to east. The existing Boys and Girls Club is located adjacent to the southern border of the site and is not proposed for vehicular connectivity, but is proposed for a pedestrian connection. The applicant proposes an access easement/right-of-way stub-out for the three streets to undeveloped property to the north. On all of the street connections proposed the applicant proposes not to construct the pavement for the stub-out, but to install a sign indicating future street extension, and proposes to pay an assessment to the City for the future construction of the stub-outs. *Staff finds the location and number of street connections adequate for the development. However, staff recommends that all street stub-outs be constructed with pavement to the property line, along with a sign to more clearly indicate future street connection as opposed to the applicant's proposal not to physically construct the stub-outs as part of the development. Staff finds that constructing stub-outs along with signage is necessary to clearly indicate to the public and future developers the location of future street connections.*

**Adjacent Master Street Plan Streets:** Ruppel Road (principal arterial)

**Street Improvements:** Impact fees for Ruppel Road are based on a contractual agreement (see attached) agreed to by the City as part of the final plat for this subdivision including the subject property in an amount listed in the conditions of approval of this staff report. These fees are intended to be utilized by the city to widen Ruppel Road to a minimum four-lane street. Staff finds that additional improvements are warranted by the traffic generated from the additional



commercial uses proposed on the site and recommends as assessment be paid based on the rough proportionality of the additional commercial uses in an amount of \$44,396.49 (see attached memo from staff to the applicant regarding this item) for improvements to Ruppel Road.

**Table 2**  
**Parking Requirements**  
**Westside Village R-PZD 06-1884**

| Use                                               | Buildings                               | Type of Unit  | Amount of Unit | Parking Ratio (1 space per ratio) | Parking Required |
|---------------------------------------------------|-----------------------------------------|---------------|----------------|-----------------------------------|------------------|
| Retail                                            | Mixed Use Buildings                     | square feet   | 17,260         | 250                               | 69               |
| Office                                            | Mixed Use Buildings and Live-Work Units | square feet   | 42,860         | 300                               | 143              |
| Restaurant                                        | Mixed Use Buildings                     | square feet   | 6,000          | 100                               | 60               |
| Multi-family Units                                | Various                                 | # of bedrooms | 532            | 1                                 | 532              |
| Civic Building                                    | Civic Building                          | square feet   | 5,000          | 500                               | 10               |
| <b>Total Parking Required</b>                     |                                         |               |                |                                   | <b>814</b>       |
| <b>Minimum Parking at 30% Under Required</b>      |                                         |               |                |                                   | <b>570</b>       |
| <b>Total Off-Street Parking Provided*</b>         |                                         |               |                |                                   | <b>711</b>       |
| <b>Parking Excess</b>                             |                                         |               |                |                                   | <b>141</b>       |
| <b>Total On- and Off- Street Parking Provided</b> |                                         |               |                |                                   | <b>892</b>       |
| <b>Parking Excess</b>                             |                                         |               |                |                                   | <b>322</b>       |

\* 519 off-street parking + 192 covered garage parking spots. This 519 parking count does not include the one-way streets (Public Drive #2) that the applicant proposes as public but City staff recommends as private. If the street does become Private then the parking count for off-street parking would be 797 total off-street parking and excess of 227 parking spaces.

Note: Off-street parking is defined as all parking provided off of a public street. Parking on private streets, drive-aisles, alleys, garages, and parking lots is included in the off-street parking numbers.

**Parks:** On May 2, 2005, the Park and Recreation Advisory Board recommended accepting money in lieu of land to satisfy the park land dedication ordinance. Additionally, the plans for the development include a pedestrian greenway and village green interior to the project.

**Tree Preservation:** Existing Canopy: 0.85%  
Preserved Canopy: 0.0%  
Required Canopy: 0.85%  
Mitigation: Required; 19 two-inch caliper trees (onsite planting)

**Recommendation:** Staff recommends forwarding R-PZD 06-1884 to the City Council with a recommendation for approval with the following conditions of approval:



**Conditions of Approval:**

1. Planning Commission determination of street improvements.

- a. *Residential Development: Impact fees to Ruppel Road are based on a contractual agreement for development of the property for residential units (see attached) signed by the City as part of the final plat including the subject property in the amount listed as follows:*

**Westside Village  
Ruppel Road Impact Fees**

| Type of Units | Proposed No. of Units | Contracted Total Units | Excess Units | Cash Per Unit | Letter of Credit Per Unit | Total Cash Due | Total Letter of Credit Due |
|---------------|-----------------------|------------------------|--------------|---------------|---------------------------|----------------|----------------------------|
| Apartments    | 352                   | 260                    | 92           | \$320.51      | \$213.67                  | \$29,486.92    | \$19,657.64                |

Notes:

\*See attached contractual Agreement, in conjunction with the Final Plat 01-07.00, in which the current proposal is Lot 3.

\*The Cash and Letter of Credit amounts are due prior to building permit.

*The applicant requests to pay these impact fees based on the number of units built rather than on the maximum number of units allowed by the proposed PZD. The applicant proposes to pay these impact fees per construction phase as delineated on the plans prior to the building permit issuance for that phase only.*

**PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION (10-23-06).**

- b. *Commercial Development: The contract for the Ruppel Road impact fees covered only residential development on this lot. The applicant is also proposing 55,000 square feet of non-residential development on this lot (not including the civic building and live-work units). Appropriate assessment for the traffic impacts generated by the proposed non-residential use has been evaluated by the City Planning and Engineering Divisions and an assessment amount of \$44,396.49 shall be paid prior to issuance of a building permit for the commercial portion of the development for improvements to Ruppel Road. A memo from City staff to the applicant describing the methodology used to derive the assessment amount is attached to this report.*

**PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION (10-23-06).**

**SUBDIVISION COMMITTEE RECOMMENDED IN FAVOR OF THIS CONDITION (10-12-06).**

2. Planning Commission determination of adequate connectivity. The project proposes an access easement stub-out and a public right-of-way stub-out to largely undeveloped property to east. The existing Boys and Girls Club is located adjacent to the southern

border of the site and is not proposed for vehicular connectivity, but is proposed for a pedestrian connection. The applicant proposes an access easement/right-of-way stub-outs for the three streets to undeveloped property to the north. The stub-out to the north shall be revised to indicate a 20' one-way paved section for a northbound lane, and a 20' one-way paved section for a southbound lane, divided by a median, extending the boulevard section to the northern property line. On all of the street connections proposed the applicant proposes not to construct physical paved stub-outs, but to install signs indicating future street extension, and proposes to pay an assessment to the City for the future construction of the stub-outs. An assessment shall be paid to the City for the construction of the stub-outs to the east, in an amount to be approved by the City Engineering Division prior to building permit. The applicant shall coordinate with the City Engineering and Transportation Divisions prior to construction to agree upon appropriate signage to indicate future street extensions, but still be aesthetically compatible with the development. The applicant shall work with the City Attorney's Office to carefully write an easement document to prevent large utility trucks from accessing the street stub-outs to the east. The intention of the easement document is to prevent using the streets in this development as a cut-through. This easement shall be recorded prior to building permit and referenced by document number on the easement plat. *Staff finds the location and number of street connections adequate for the development. However, staff recommends that all street stub-outs be constructed with pavement to the property line, along with a sign to more clearly indicate future street connection as opposed to the applicant's proposal not to physically construct the stub-outs as part of the development. Staff finds that constructing stub-outs along with signage is necessary to clearly indicate to the public and future developers the location of future street connections.*

**PLANNING COMMISSION APPROVED AND MODIFIED THIS CONDITION AS NOTED, RECOMMENDING IN FAVOR OF THE STREET CONNECTIVITY PRESENTED, AND AGREEING WITH THE APPLICANT'S REQUEST THAT FULL STUB-OUTS BE CONSTRUCTED TO THE NORTH, AND RIGHT-OF-WAY/EASEMENT ONLY AND SIGNS BE PROVIDED FOR THE CONNECTIVITY TO THE EAST. (10-23-06).**

**SUBDIVISION COMMITTEE RECOMMENDED IN FAVOR OF THE STREET CONNECTIVITY PRESENTED, AND RECOMMENDED THAT FULL STUB-OUTS BE CONSTRUCTED TO THE NORTH, AND RIGHT-OF-WAY/EASEMENT ONLY AND SIGNS BE PROVIDED FOR THE CONNECTIVITY TO THE EAST (10-12-06).**

3. Planning Commission determination of a waiver of street design standards.
  - a. The applicant requests a waiver to allow a 15' curb return radius (CRR) at all street intersections and driveways when City Code requires a 30' CRR for streets (UDC Section 171.02(C)), and 25' for commercial driveways (UDC Section 172.04(D)(2)(a)(iv)). *Engineering staff commented at the October 12<sup>th</sup> Subdivision Committee meeting that they did not have enough information to recommend approval of the waiver at that time. Additional information and justification for this waiver was submitted at the time of publication of this report*

*and engineering is still reviewing this information (see attached).*

**PLANNING COMMISSION APPROVED THIS CONDITION (10-23-06).**

**SUBDIVISION COMMITTEE HAD NO RECOMMENDATION FOR THIS CONDITION (10-12-06).**

- b. The applicant requests a waiver to allow a different street cross section than are required by the current Master Street Plan standard. The applicant proposes on-street parallel parking, when the Master Street Plan does not have a cross-section that allows parallel parking as proposed. Public Drive #2 shall remain a public drive as shown on the drawings submitted. *Staff recommends in favor of a waiver to construct the street cross sections as requested, although staff recommends that Public Drive #2 as labeled on the site plan be a private street. The City is not interested in owning and maintaining what is essentially drive aisles and parking lots for the private development. Staff will review detailed construction plans at the time of development.*

**PLANNING COMMISSION APPROVED THIS CONDITION AS NOTED, AGREEING WITH THE APPLICANT'S REQUEST THAT PUBLIC DRIVE #2 BE A PUBLIC STREET (10-23-06).**

**SUBDIVISION COMMITTEE RECOMMENDED IN FAVOR OF THIS CONDITION (10-12-06).**

4. Planning Commission determination of commercial design standards for the commercial structures and overall compatibility and transition in the proposed development. *Staff finds in favor of this determination. The building elevations of the non-residential structures are well-articulated and provide for a consistent and overriding theme throughout the development, which transitions well between the mixed use buildings, townhouses, live-work units, and flats. The zoning criteria for the residential structures requires buildings to front the street, and small building setbacks help create a streetscape and facilitate an overall compact and complete development, with the urban structures broken up by a village green and pedestrian greenway at key visual points, preventing a monotony of structures.*

**PLANNING COMMISSION APPROVED THIS CONDITION (10-23-06).**

**SUBDIVISION COMMITTEE RECOMMENDED IN FAVOR OF THIS CONDITION (10-12-06).**

5. Planning Commission determination of a waiver of Chapter 166 and 172 of the Unified Development Code, for 24' wide drive aisles/parking stub-outs. Street/driveway widths shall be modified to a minimum width of 24' for two-way access, and 12' for one-way access in all instances. The two-way drive aisles around the perimeter of the development are 23'. Several other drive aisles have different widths such as 22', 23', and 25'. *Staff recommends denial of this waiver, finding there is not suitable space in many locations for parking and driving to co-exist without the potential for accidents, especially in those areas containing 90 degree parking across from parallel parking.*



*Staff recommends the standard 24' (back-of-curb to back-of-curb) be utilized for all driveways, drive aisles, public streets and private streets; where two-way traffic proposed.*

**PLANNING COMMISSION APPROVED THE WAIVER AS REQUESTED (10-23-06).**

**SUBDIVISION COMMITTEE RECOMMENDED IN FAVOR OF THIS CONDITION (10-12-06).**

6. Sidewalks along Ruppel Road shall be constructed to city standards and dedicated to the City. Sidewalks along all interior public streets shall be constructed to city standards with a minimum of 6' in width. All sidewalks and greenspace adjacent to private streets shall not be owned by the City, but shall be within a public pedestrian access easement. Private street improvements shall also be constructed by the property owner to City standards and maintained to acceptable City standards by the property owner or property owner's association. *Private streets, sidewalks and detention ponds shall be the responsibility of the property owner or property owner's association to maintain according to city standards. Covenants shall provide that in the event the private streets are not maintained as required, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. Said covenants regarding maintenance of private streets shall not be amended and shall not terminate without approval of the City Council (§166.06 (K.10.b.vii)).*
7. Pedestrian walkways/sidewalks and landscaping as shown on the site plan and Master Development Plan along all public and private streets with a maximum separation of one tree per 30' linear feet of street, and between the buildings (typical) shall be a requirement of the PZD, and shall be installed as buildings are constructed, prior to occupancy.
8. Right-of-way dedication in the amount of 55' from centerline of the existing Ruppel Road right-of-way needs to be provided with this development. Right-of-way for internal public streets to be dedicated in variable widths as indicated on the site plan, by way of easement plat prior to issuance of building permits.
9. Due to the very large and complex nature of this project, a detailed review of all aspects of the site and landscape plans in each phase of construction shall take place prior to issuance of building permits. The development shall be consistent with the site plan and mix of uses as approved in the PZD. All development shall meet applicable zoning and development criteria, unless specifically waived or varied by the Planning Commission as part of the PZD approval.
10. The applicant shall submit a guarantee (letter of credit, bond, or cash) of \$1,000 per dwelling unit and for non-residential uses; a fee based on square feet of use and



determined by the City Engineer prior to issuance of a building permit for contributions to an interim solution to wastewater capacity concerns in the Owl Creek/Hamestring Creek basin, if the improvement is required. Final determination of the contribution shall be made by the City Engineer.

11. This project is required to obtain all permits for Phase I within one year of approval by City Council, and required to obtain all permits for Phase II within eight years of approval by City Council. A one-year extension may be approved by the Planning Commission subject to ordinance criteria.
12. All private streets shall be included in a shared access easement. This access easement shall be included on the easement plat.
13. Dimension the northern access point to Ruppel with a two-way exit at a minimum of 24' wide.
14. Solid Waste. It does not appear that the number of dumpsters shown on the site plan is adequate to service the amount of solid waste generated by this development. As discussed with the applicant and Solid Waste Division, it is likely that compactors (shown) will be required in addition to several dumpsters throughout the development. The location of all compactors and dumpster pads shall be coordinated with the Solid Waste Division to ensure adequate turning radii and space. All dumpsters shall be screened with materials that are compatible with and complimentary to the architecture of the surrounding structures.
15. Prior to issuance of a building permit an easement plat shall be signed by all utilities providing service to this project.
- ~~16. Booklet revisions to be completed prior to City Council:~~
  - ~~a. Page 16. C. Intensity. List the acreage, maximum amount of square feet for the civic building structure, and intensity expressed in square feet per acre.~~
  - ~~b. Should Public Street #2 become private, it shall be encompassed with an ingress/egress and shared parking easement. Setbacks shall be measured from the lines currently representing the right of way. Add this statement to the booklet for those Planning Areas affected.~~

**THIS CONDITION WAS ADDRESSED IN THE REVISIONS SUBMITTED FOR CITY COUNCIL.**

17. The Civic Building will come back to Planning Commission for review as a Conditional Use Permit, and will be required to meet commercial design standards.
18. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements, other than those as specified in the zoning criteria.
19. Buildings shall be constructed to be consistent with the concepts depicted in the building

elevations in the PZD booklet. All buildings shall be designed and constructed to front onto public rights-of-way. All non-residential buildings or mixed use buildings shall adhere to Commercial Design Standards.

20. Parks fees for 352 Multi-Family Units are due in the amount of \$138,336. Fees are due prior to issuance of a building permit for those units in that development phase. City Council approval of a waiver is required.
21. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code, and shall be subject to signage requirements for commercial development for Planning Area 1, and for residential development for all other Planning Areas.
22. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

**Tree Preservation Conditions:**

23. Mitigation will be required on this site in the amount of 19 (2) inch caliper large species trees. These trees are proposed to be planted on-site.
24. A 3-year maintenance bond, letter of credit, or check equaling \$4750 shall be deposited with the City of Fayetteville before final Certificate of Occupancy. After the 3 year period, the Urban Forester will inspect the site. Finding 90% or better of the trees to be healthy the bond will be released.

**Landscape Plan Conditions:**

25. Street trees that are removed along the Ruppel Road frontage with this development will be required to be replaced.
26. Please keep the parking lot lighting in mind when designing the landscape plan to ensure that required trees shown on the landscape plan are not replaced with lights, or do not block lighting.
27. Street tree plantings will be required along the all public and private street frontages with one tree per 30 feet. These trees will need to be planted in urban tree wells with structural soils, or with adequate green space for planting, and the species subject to the approval of the City's Urban Forester.

28. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Urban Forester for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.

**Standard Conditions of Approval:**

29. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
30. Trash enclosures shall be screened with materials compatible with the buildings in the development with access not visible from the public or private streets or drive aisles. Architectural renderings depicting the colors and materials for the trash enclosures shall be submitted for review prior to issuance of a building permit.
31. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
32. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
33. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
34. Prior to the issuance of a building permit the following is required:
- a. Grading and drainage permits
  - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
  - c. Separate easement plat for this project that shall include the tree preservation area.
  - d. Project Disk with all final revisions.
  - e. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.



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Planning Commission Action:                      Approval                      Tabled                      X Forwarded to C.C.

Motion:                      Myres  
Second:                      Trumbo  
Vote:                      8-0-0  
Meeting Date:                      October 23, 2006  
Comments:

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The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Findings associated with MDP R-PZD 06-1884 (Westside Village)

**Sec. 166.06. Planned Zoning Districts (PZD).**

***(E) Approval or Rejection Criteria for Planned Zoning Districts***

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

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2025;

**FINDING:** Staff finds the application to be in compliance with the Master Development Plan Planned Zoning District criteria established by the City Council. The Interim Future Land Use Plan Map adopted as part of City Plan 2025 designates this site Residential. The Sector Map also adopted as part of City Plan 2025 designates this area as an Intended Growth Sector. Rezoning this property to R-PZD 06-1884 with mixed use, attached single- and multi- family dwelling units, and a mix of density is consistent with the land use plan and compatible with surrounding land uses and density within surrounding developed and developing property to the west, and south, and largely undeveloped property to the east and north.

- (2) Whether the application is in compliance with all applicable statutory provisions;

**FINDING:** The application has been reviewed and found to be compliant with applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

**FINDING:** The impact of the rezoning and subsequent development would require the provision of public facilities, at the cost of the developer. Without improvements to existing infrastructure, the proposal would certainly adversely affect public facilities and services. However, as indicated in the submittal and the staff report, certain measures are to be taken to ensure adequate infrastructure improvements are made by the developer to ensure the level of service does not decline due to the proposed development.

- (4) Whether the rezoning is compatible with the surrounding land uses;

**FINDING:** The rezoning request, combined with the Master Development Plan, would allow mixed use, attached single- and multi- family residential uses, and a mix of density. The proposed zoning criteria would provide for three mixed use buildings along Rupple Road, with townhouses, three apartment/flat buildings, and live/work units interspersed at strategic places throughout the site. The site incorporates a pedestrian greenway starting at Rupple Road and traversing east through the project. A Civic Building and common

greenspace area would also be provided in the south-central portion of the site, with a pedestrian connection south of the Civic Building to the Boys and Girls Club walking trail immediately to the south. The site layout is compatible with the Boys' and Girls' Club to the south, the Ruppel Row Planned Zoning District across Ruppel Road to the west, and provides an opportunity for connectivity and transition to adjacent, largely underdeveloped property to the east and north.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

**FINDING:** The subject property is an undeveloped relatively flat site with minimal tree canopy. The natural environment is suitable for the type of development proposed.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

**FINDING:** The intended land use, commercial and residential, will impact the existing traffic conditions. Currently this site only has one point of ingress and egress, though street and cross-access stub-outs are being provided for future connections to the east and north to ease the burden of traffic. A contractual agreement agreed to by the City as part of the final plat for the original subdivision creating the subject tract included fees required to improve Ruppel Road to a minimum four-lane street. These assessment and fees agreed in that contract only covered residential development on the property. The developer has agreed to staff's recommendation that additional assessment be paid to accommodate the traffic generated by the commercial/non-residential development proposed. These assessments would ultimately be used to improve Ruppel Road to its full designation as a Principal Arterial, which would ensure that this development would not create traffic congestion or burden the existing road network substantially.

- (7) Whether the planned development provides for unified development control under a unified plan;

**FINDING:** The booklet and master development plans submitted provide for said unified development control.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

**FINDING:** No other zoning considerations are proposed to be violated.

**(B) Development standards, conditions and review guidelines**

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration

of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

**FINDING:** The proposed Westside Village PZD provides for a transition between the existing Boys' and Girls' Club to the south, and the developing Ruppel Row PZD to the west. The largely underdeveloped property to the north and east would be provided the opportunity for transition into this project if they are ever developed. The mixed use buildings provide non-residential services for this growing area with an elementary school and the Boy's and Girls' Club immediately to the south, along with a relatively high-density residential development to the west. The mixed use buildings will reduce vehicle trips the immediate and surrounding neighborhood would have to make for non-residential services. Circulation is compact and connected, adequate parking has been provided, and the inclusion of landscaping/mitigation trees will create a healthy urban canopy.

(2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

**FINDING:** Screening is proposed for the parking adjacent to Ruppel Road, and for the large internal surface parking areas. A landscape plan has been supplied, and trees along the frontages of all streets, both public and private, are required.

(3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

- (a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.
- (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
- (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different



land uses.

- (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.
- (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.
- (f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

**FINDING:** Meadowlands Drive will extend east from Ruppel Road and will be stubbed out at the easternmost boundary of the subdivision. Three other streets would extend north from Meadowlands Drive to the northernmost boundary of the property. Public Drive 2 is a divided street featuring parallel parking on the interior and angled parking on the exterior. A private, two-way parking drive will encompass the perimeter of the development. This drive will feature parallel parking on the interior portion and perpendicular parking along the exterior portion. A pedestrian green way starts at Ruppel Road and traverses east through the project. A number of interior sidewalks around all of the buildings provide well-connected walkways throughout the development. The dwellings face onto streets, greenspace, or walkways, and are accessed primarily off of the secondary streets, alleys, or drive aisles, providing a hierarchy of circulation that encourage an efficient flow of traffic.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

**FINDING:** All parking ratios are to be met with this proposal as listed earlier in Table 2 of this report.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

**FINDING:** This requirement has been met.

- (6) *Sidewalks.* As required by §166.03.

**FINDING:** Public sidewalks are to be constructed adjacent to Ruppel Road along the property frontage with the ultimate improvement of Ruppel Road. Internal to the development, sidewalks are provided along both sides of the public streets, along all private streets, between units and within the development. As conditioned, all sidewalks and pedestrian walkways shall be constructed as part of the development, in conjunction with



the units they serve. Many of the sidewalks are located within access easements that permit public access, but are owned and maintained by the POA.

(7) *Street Lights.* As required by §166.03.

**FINDING:** Street lights are to be provided adjacent to all public and private streets at a separation of no greater than 300 feet.

(8) *Water.* As required by §166.03.

**FINDING:** Public water lines are being extended in accordance with city codes.

(9) *Sewer.* As required by §166.03.

**FINDING:** Public sewer lines are being extended in accordance with city codes.

(10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

(a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

(b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

(i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.

(ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.

(iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.

(iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.

(v) The plat of the planned development shall designate each private street as a "private street."

(vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the

responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.

(vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

(viii) The width of private streets may vary according to the density served. The following standard shall be used:

**Paving Width**

(No On-Street Parking)

| Dwelling Units | One-Way | Two-Way |
|----------------|---------|---------|
| 1 - 20         | 14'     | 22'     |
| 21+            | 14'     | 24'     |

**\*Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

(ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.

(x) There shall be no minimum building setback requirement from a private street.

(xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

**FINDING:** The applicant shall comply with the above criteria, as this development proposes both public and private streets. Private streets are proposed to be a variety of

widths, all greater than 20 feet in width, and the public streets have additional right-of-way over a standard street section, allowing for on-street parking.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

**FINDING:** All development on the site shall be phased according to the phasing plan and conditions herein.

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

**FINDING:** The applicant has complied with all tree preservation and Protection requirements, and will be required to plant 19 two-inch caliper mitigation trees onsite.

- (13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

**FINDING:** The non-residential structures on the site include the mixed use buildings and the Civic Building. Architectural elevations have been provided for the mixed use buildings and staff finds the structures to be in compliance with commercial design standards. The proposed Civic Building within the Village Green area is also a non-residential structure and shall comply with commercial design standards, which will be reviewed at the time of Conditional Use Permit application. The live-work units throughout the development are considered to be primarily residential structures, not required to meet commercial design standards, but are required to be consistent with the architectural design standards presented.

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

**FINDING:** No scenic views are identified, and the height of structures proposed is not out of proportion for the area.

- (E) *Revocation.*



(1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

- (a) *Building permit.* If no building permit has been issued within the time allowed.
- (b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.
- (c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

(2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.

(3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

(1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or



other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.

(2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:

(a) The homeowner's association must be legally established before building permits are granted.

(b) Membership and fees must be mandatory for each home buyer and successive buyer.

(c) The open space restrictions must be permanent, rather than for a period of years.

(d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.

(e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property. The association must be able to adjust the assessment to meet changing needs.

**FINDING:** The applicant shall comply with these requirements.

#### **Sec. 161.25 Planned Zoning District**

(A) **Purpose.** The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals:

(1) **Flexibility.** Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

(2) **Compatibility.** Providing for compatibility with the surrounding land uses.

- (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) No negative impact. Does not have a negative effect upon the future development of the area;
- (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

**FINDING:** Staff finds this proposal meets the intent of many of the parameters of the City Plan 2025, as well as the above ten criteria, including flexibility in density, compatibility and transition of land use, provision of a variety of housing types and a mix of commercial and residential uses, common open spaces. The following guiding policies within Residential Areas are applicable to this development, and help to achieve the nine primary goals of the City Plan 2025:

**Residential Areas:**

*12.1.4.a Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods. (Goal 3)*

*12.1.4.c Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness. (Goal 4)*

*12.1.4.d Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.*

**12.1.4.e. Utilize more intense development patterns within the infill sector and encourage mixed uses in new developments to promote better community design, maintain human scale, and enhance pedestrian activity. (Goal 1)**

**12.1.4.f Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services. (Goals 1g and 3)**

**12.1.4.g Encourage residential dwellings in appropriate specified Mixed Use Areas. (Goals 1 and 3)**

**12.1.4.h Encourage a development scale to maintain compatibility and proportionality between nonresidential development and adjacent residential areas. (Goal 3a)**

**12.1.4.i Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation. (Goal 4)**

**12.1.4.j Discourage design elements that prohibit complete, compact, connected neighborhoods such as cul-de-sacs, gated communities, etc. (Goal 3a)**

**(B) Rezoning.** Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

**FINDING:** The submitted development plats and Master Development Plan booklets, along with the conditions of approval found applicable and appropriate, are binding with the approval of the requested rezoning. Should the Planning Commission forward this item to the City Council, an ordinance will be drafted for consideration of rezoning this property in accordance with the submittal herein.

**(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 City Plan 2025 and the orderly development of the city.
- (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
- (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
- (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
- (e) To encourage the efficient use of those public facilities required in connection with new residential development.

**FINDING:** Staff is recommending approval of this application, finding the proposed PZD meets the intent of the PZD ordinance as noted above.

- (2) *Permitted Uses.* 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) *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.

**FINDING:** Permitted and Conditional uses are outlined in both the Master Development Plan booklets and plats.

- (4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

**FINDING:** The primary uses proposed are residential (352 units), with mixed use buildings, live/work townhouses, and civic buildings providing a total of 71,120 square feet of non-residential use. The total amount of residential use is greater than fifty-one percent of the gross floor area within the overall development.

**(F) Bulk and area regulations**

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:



- (a) The densities of surrounding development;
- (b) the densities allowed under the current zoning;
- (c) the urban development goals and other policies of the city's General Plan;
- (d) the topography and character of the natural environment; and
- (e) the impact of a given density on the specific site and adjacent properties.

**FINDING:** Surrounding development is mixed in density, from small lot attached and detached residential dwellings to the west, to large undeveloped residential lot to the north, and undeveloped property to the east. The Boys' and Girls' Club and an elementary school are located to the south. Density and zoning criteria under the current zoning (RMF-24) would not allow for the variety of uses and mix of densities as proposed, although the overall density for the proposed development is 24 units/acre, when the current zoning would allow for 24 units/acre. The proposed re-zoning and development plan accomplish the city's development goals, and infrastructure for this area supports the density and mixed use as proposed.

- (2) *Lot area and setback 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.

**FINDING:** Lot area minimums and setbacks are varied on this project, as it provides for a mix of unity type, uses, and density. The project is being developed without subdivision of land, thus a horizontal property regime will likely be filed. Smaller lot and decreased setback development has been approved across the street with Ruppel Row PZD.

- (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.

**FINDING:** Building heights proposed for this project are typical of single and multi-family development in the surrounding area, and the mixed use and apartment flat buildings are appropriate and compatible with the existing and proposed development.

- (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.

**FINDING:** The lot coverage or building area on this project is relatively high, given the high density, mix of commercial uses. The lot coverages are appropriate given the urban environment proposed.

**\*Required Findings for Rezoning Request.**

**Land Use Plan:** The City Plan 2025 Interim Future Land Use Plan designates this site as a Residential Area. Rezoning this property to R-PZD 06-1884, with the associated Master Development Plan, allows this future land use to vary somewhat, though the principal use on the property will remain residential. The proposed plan, commitments, design standards and other conditions placed upon the project result in a compatible development with surrounding land uses in the general vicinity, meeting many of the goals of the City Plan 2025 for new development.

**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 the proposal is highly consistent with the land use planning objectives, principles and policies, as evidenced the number of guiding policies for Residential Areas this proposal meets. Rezoning the property will accommodate both the future land use plan for residential uses in this intended growth sector area, and also allow for a variety of uses and housing types, sizes and development pattern, thus providing more choice for more citizens.

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

**Finding:** At this time the property is zoned RMF-24, which allows for primarily residential use. The proposed mix of uses, residential density and site layout included with this re-zoning is more appropriate for this area than the existing zoning. Rezoning of this property as proposed is advisable.

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

**Finding:** Staff finds this proposal will not create or appreciably increase traffic danger and congestion, with the street improvements recommended

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:** Staff finds that in evaluating this proposal, the population density would undoubtedly not increase from that which currently exists, although the commercial uses proposed would create additional demand on public services. Staff finds, however, that the load created on public services is not an undesirable or detrimental impact, with the improvements as recommended by staff for this project.

**Engineering:** Public water is adjacent to the site. There is a 12" waterline along Ruppel Road. Water service will need to be looped through the property at the time of development.

Sanitary sewer is not available on the site. There is an 8" sewer main located to the east in the Ruppel Row subdivision and to the south along Owl Creek. Sewer service will need to be extended to and through the property at the time of development. Improvements to the sewer system may be required dependent upon the demand placed by the development. This property is within the Hamestring Creek lift station drainage area.

The site has access to Ruppel Road. This street is an improved two-lane paved roadway with curb, gutter, and storm drains

Standard improvements and requirements for drainage will be required for the development.

**Police:** It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter population density and will not create an undesirable increase on police services.

**Fire:** The subject property is located less than 200 feet from the FS #7. No adverse impacts on call volume or response time are anticipated.

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





THE CITY OF FAYETTEVILLE, ARKANSAS

**PLANNING DIVISION CORRESPONDENCE**

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

10 October 2006

Mr. Todd Jacobs  
Critical Path Design

Re: Westside Village Planned Zoning District  
Street Improvements evaluation

Dear Todd,

The Planning and Engineering Divisions have reviewed your proposal for improvements (or assessments thereof) to Ruppel Road to mitigate the potential detrimental impact to existing infrastructure due to the proposed mixed-use development Westside Village. We are unable to support your current proposal for these improvements, without modifications.

As we have discussed in the past, the City of Fayetteville and the sub-divider of the subject property entered into an agreement in 2001 for a certain amount of dwelling units projected to be developed on this property without additional improvements or assessments in-lieu of improvements necessary. The City of Fayetteville intends to honor this agreement, and will not be basing any assessment or improvement recommendation on the dwelling units that were originally projected. The contractual agreement also includes an impact fee to be paid for each dwelling unit above and beyond the projected number, as follows:

**Westside Village**

**Ruppel Road Impact Fees -- Residential Use**

| Type of Units | Proposed No. of Units | Contracted Total Units | Excess Units | Cash Per Unit | Letter of Credit Per Unit | Total Cash Due | Total Letter of Credit Due |
|---------------|-----------------------|------------------------|--------------|---------------|---------------------------|----------------|----------------------------|
| Apartments    | 366*                  | 260                    | 106          | \$320.51*     | \$213.67*                 | \$33,974.06*   | \$22,649.02*               |

*\*Numbers may change, based upon the actual number of units approved and constructed.*

In addition to the proposed dwelling units in excess of that originally projected, a substantial amount of non-residential development is proposed in the submitted mixed-use Planned Zoning District. The traffic generated from this development will also impact surrounding infrastructure. Staff reviewed the methodology for the generation of the amount per dwelling unit that is utilized in the above graph



and the contract between the City and property owners, which derived an agreed-upon impact fee cost of \$80.57 per vehicle trip generated onto Ruppel Road. Also evaluated were the square feet and usage of the non-residential development proposed, as vehicle trips generated vary between uses.

**Westside Village**

**Ruppel Road Impact Fees – Non-residential Use**

| Proposed Use     | Proposed Square Feet | 24-hour Two-Way Volume | Cost per vehicle trip per day | Projected Assessment |
|------------------|----------------------|------------------------|-------------------------------|----------------------|
| Restaurant       | 6,000                | 540 vpd                | \$80.57                       | \$43,507.80          |
| Specialty Retail | 17,000               | 691 vpd                | \$80.57                       | \$55,673.87          |
| General Office   | 32,000               | 352 vpd                | \$80.57                       | \$28,360.64          |
| <b>Total</b>     | <b>55,000</b>        | <b>1,583 vpd</b>       | <b>\$80.57</b>                | <b>\$127,542.31</b>  |

Based on this approved methodology, a total of \$127,542.31 would be the recommended assessment in-lieu of improvements to Ruppel Road. However, staff also has taken into account that some vehicle trips may be reduced because of the mixed-use component of the proposed development, and that many residents in the area may choose to walk to the restaurants, retail or offices. Additionally, staff finds the projected assessment to be above that which we would recommend meets the rough proportionality for the proposed mixed-use component of the development, given existing infrastructure in the area. Utilizing this theory, staff has also prepared a rational nexus methodology that takes into account the recently estimated costs prepared for the street bond program to improve Ruppel Road, and what percentage of traffic from this development would impact Ruppel Road if constructed to full capacity.

Projected Traffic from development: 1,583 vpd  
Ruppel Road traffic capacity (Principal Arterial): 20,600 vpd  
% Traffic from development: 0.0768446

Project frontage: 893 feet  
Ruppel Road length (Persimmon to Ruppel): 2,640 feet  
% Ruppel Road frontage: 0.3382575

Ruppel Road expansion costs (Persimmon to Wedington): \$1,708,000

Westside Village frontage Percentage of Costs:  
 $0.3382575 (\$1,708,000) = \$577,743.81$

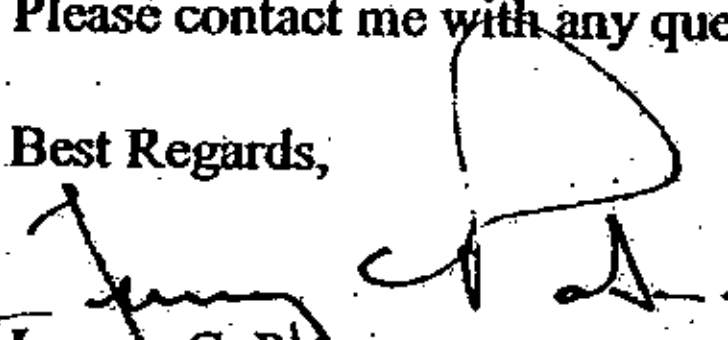
Westside Village Percentage of Costs:  
 $0.0768446 (\$577,743.81) = \underline{\$44,396.49}$

Staff finds that while the numbers generated from these two methodologies are disparate, we support the latter assessment in lieu of improvements to Ruppel Road. This cost is roughly equal to the

provision of an additional lane of traffic along the Ruppel Road frontage for this project, without the removal of curb, gutter, relocation of utilities, etc. As mentioned previously, staff can not support the proposal initially submitted for a turn lane from one entrance into the development, finding the impact to be greater than that which is presented. Unless further traffic information can be provided, staff will be recommending the above figure as an assessment in lieu of improvements to Ruppel Road, in addition to those impact fees collected pursuant to the contractual agreement for residential uses on this property. We hope that an agreement can be reached in order for staff to fully recommend this project without any major issues to address to the Planning Commission and City Council.

Please contact me with any questions.

Best Regards,



Jeremy C. Pate  
Director of Current Planning

## CONTRACTUAL AGREEMENT

This Agreement, made and entered into this 10th day of October, 2001, by and between the City of Fayetteville, Arkansas, (hereinafter called "City") and WHM Land Investments, Inc. (hereinafter called "WHM").

### WITNESSETH:

WHEREAS, on September 10, 2001 the City Planning Commission approved the final plat of WHM, located at City Atlas Page 439, but referred the establishment of an impact fee to the City Council for its approval.

WHEREAS, WHM desires to have an executed agreement formalizing the current understanding before transferring Tract 5 to the City.

NOW, THEREFORE, the City and WHM agree as follows:

1. The City has agreed to build Ruppel Road, classified as a minor arterial, in order to provide access to the proposed Fayetteville Boys and Girls Club. WHM shall pay, based on the rational nexus formula, an impact fee for a proportionate share of the cost of Ruppel Road as a Minor Arterial. Based on the formula, the applicant shall be assessed \$176,724.25 for a road impact fee. The impact fee was based on the projected future residential development of Tracts 3 & 7 that shall be using Ruppel Road.

At the time the Boys and Girls Club meet all requirements to obtain the Reynolds grant, WHM shall pay the entire \$176,724.25 if the City Council approves and completes construction of Ruppel Road as a four (4) lane street with curbs, gutters, and storm sewer.

If the City Council approves construction of a two (2) lane street with plans for future widening, then at the time the Boys and Girls Club meet all requirements to obtain the Reynolds grant, WHM shall:

- a) Pay to the City \$100,000.00 (non-refundable, not dependant on any development of vacant lots),
- b) Provide the City an irrevocable letter of credit in the amount of \$76,724.25 with additional principal to be added each year based on the increase in the Consumer Price Index during the previous calendar year, as quoted in the Wall Street Journal on January 2 of the previous year and the year of the increase. Such letter of credit shall run for a term of six (6) years from date of when all conditions are met for the Fayetteville Boys and Girls Club to obtain the Reynolds grant and shall be due upon the City completing the widening of Ruppel Road to four (4) lanes with curbs, gutters, and storm



**CONTRACTUAL AGREEMENT**  
**PAGE 2 OF 3 PAGES**

sewer. In the event, Ruppel Road is not improved to such standards within six (6) years, the letter of credit shall expire.

c) The irrevocable letter of credit shall be issued for a one year period at the beginning of each twelve (12) month fiscal period during the six (6) year term.

2. The projected future development of Tracts 3 & 7 are 81 single family units, 28 duplex units, and 260 apartment units. If during the six year period indicated above a development is approved by the Planning Commission in excess of any of the above indicated units WHM shall pay an additional impact fee for each unit in excess of the above as follows:

a) For each excess single family unit \$231.30 in cash and a letter of credit for \$154.20, total being \$385.50. The total amount will be paid in cash if Ruppel Road has been completed as a four (4) lane road with curbs, gutters, and storm sewers.

b) For each excess duplex unit \$141.64 in cash and a letter of credit for \$94.43, total being \$236.07. The total amount will be paid in cash if Ruppel Road has been completed as a four (4) lane road with curbs, gutters, and storm sewers.

c) For each excess apartment unit \$320.51 in cash and a letter of credit for \$213.67, total being \$534.18. The total amount will be paid in cash if Ruppel Road has been completed as a four (4) lane road with curbs, gutters, and storm sewers.

The cash impact fee and letter of credit shall be delivered upon the Planning Commission approving the final plat or large scale development. Any letters of credit received during the six (6) year period from the date the Boys and Girls Club meet all requirements, shall be returned back to WHM if the road is not widened to four (4) lanes with curbs, gutters, and storm sewers during the six (6) year period.

If after the six (6) year period WHM presents a preliminary plat to the Planning Commission in excess of the projected units, WHM shall pay an additional impact fee for each unit in excess of the projections based on whether or not Ruppel Road is completed at that time as a four (4) lane road, with curbs, gutters and storm sewer. If completed, the total amount indicated above shall be paid for each excess unit. If not complete, the cash amount indicated above shall be paid for each excess unit.



**CONTRACTUAL AGREEMENT  
PAGE 3 OF 3 PAGES**

If during the six (6) year period indicated above WHM has a final plat approved for less than the projected units indicated above the \$76,724.25 letter of credit shall be reduced for each unit less than the projected units indicated above. WHM shall receive a reduction for each unit less as follows:

- a) For each less unit of single family in tract 7, a reduction in the letter of credit of \$154.20.
- b) For each less unit of duplex in tract 7, a reduction in the letter of credit of \$94.43.
- c) For each less unit of apartments in tract 3, a reduction in the letter of credit of \$213.67.

3. Upon the Boys and Girls Club meeting all requirements to obtain the Reynolds grant, all on-site and off-site improvements and fees, for any development by WHM, or its assigns, within the approved final plat area shall be based upon the above provisions and terms. The above provisions and terms will apply to WHM and any subsequent assigns. In consideration for this Agreement by the City, WHM shall deed Tract 5 to the City.

4. In the event the Boys and Girls Club fails to meet all requirements to obtain the Reynolds grant and is not constructed within the approved final plat area, all on-site and off-site improvements and fees for any development on tracts within the approved final plat area shall be based on current ordinance requirements at the time of development approval. Also, the City shall deed Tract 5 back to WHM.

**IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN  
BELOW:**

**CITY OF FAYETTEVILLE**

**WHM LAND INVESTMENTS, INC.**

By: Dan Coody  
Dan Coody, Mayor

By: Hayden McIlroy  
Hayden McIlroy  
by Deborah Sexton  
POA 10-8-01

Heather Woodruff  
Heather Woodruff, City Clerk

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THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: (479) 444-3469

TO: Andrew Garner, Associate Planner  
FROM: Kay Curry, Park Planner  
DATE: October 10, 2006  
SUBJECT: Parks & Recreation Subdivision Committee Comments

\*\*\*\*\*

Meeting Date: October 12, 2006  
Item: R-PZD-06-1884 (Westside Village, 439)  
Park District: SW  
Zoned: R-PZD  
Billing Name & Address: Westside Development Company, LLC / Critical Path Design  
11 N. West Street, Fayetteville, AR 72701 / 21 W. Mountain, STE 121, Fayetteville, AR 72701

|               | <u>Current Land Dedication Requirement</u> | <u>Money in Lieu</u>             |
|---------------|--------------------------------------------|----------------------------------|
| Single Family | @ .024 acre per unit = _____ acres         | @ \$555 per unit = \$ _____      |
| Multi Family  | @ .017 acre per unit = _____ acres         | 352 @ \$393 per unit = \$138,336 |
| Mobile Home   | @ .024 acre per unit = _____ acres         | @ \$555 per unit = \$ _____      |
| Lot Split     |                                            | @ \$555 per unit = \$ _____      |
|               |                                            | Total = \$138,336                |

COMMENTS:

- On May 2<sup>nd</sup> 2005 PRAB reviewed this project and recommended accepting money in lieu of park land to satisfy the park land dedication ordinance.
- This decision was based on the project's proximity to the Boys and Girls Club and Dale Clark Park. Additionally, the plans for the development include several small parks within the site.
- A resolution from City Council accepting money in lieu of land is required for this project due to the proposed number of units being over 100 units.
- Fees are due in the amount of \$138,336 prior to issuance of the building permits.



PC Meeting of October 23, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: (479) 444-3470

## TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville Planning Commission

From: Sarah K. Patterson, Urban Forester

Date: October 17, 2006

### **ITEM # R-PZD 06-1884: Planned Zoning District (Westside Village Condos)**

#### *Requirements Submitted:*

|   |                                                 |
|---|-------------------------------------------------|
|   | Initial Review with the Landscape Administrator |
| T | Site Analysis Map Submitted                     |
| T | Site Analysis Written Report Submitted          |
| T | Complete Tree Preservation Plan Submitted       |

#### *Canopy Measurements:*

|                                 |         |
|---------------------------------|---------|
| Total Site Area                 |         |
| acres                           | 21.63   |
| square feet                     | 942,206 |
| Existing Tree Canopy            |         |
| acres                           | 0.18    |
| square feet                     | 8,000   |
| percent of site area            | 0.85%   |
| Existing Tree Canopy Preserved  |         |
| acres                           | 0       |
| square feet                     | 0       |
| percent of total site area      | 0%      |
| Percent Minimum Canopy Required | 0.85%   |

#### **FINDINGS:**

*The desirability of preserving a tree or group of trees by reason of age, location, size or species.*

- **This site is mostly clear of tree canopy. Many trees exist within the right of way of Ruppel Road but should not be affected by this**



**development. There are several small eastern redcedars and ash trees that make up the removed canopy. No significant trees currently exist on the site.**

*The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.*

- **Environmental degradation should not occur on this site.**

*The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.*

- **Canopy removed should not affect the adjacent property owners.**

*Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.*

- **N/A**

*Whether the size or shape of the lot reduces the flexibility of the design.*

- **Size and shape of the lot does not reduce flexibility of design**

*The general health and condition of the tree or group of trees, or the presence of any disease, injury or hazard.*

- **The general health of these trees is good.**

*The placement of the tree or group of trees in relation to utilities, structures, and use of the property.*

- **All canopy on the lot will be removed with this project.**

*The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.*

- **What few trees exist on this site will be removed for the project.**

*Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.*

- **N/A**

*Construction requirements for On-Site and Off-Site Alternatives.*

- **N/A**

*The effects of proposed On-Site Mitigation or Off-Site Alternatives.*

- **Mitigation will be required on the site to replace the 8000 square feet of canopy removed. These mitigation trees will be extremely beneficial to this area.**

*The effect other chapters of the UDC, and departmental regulations have on the development design.*

- **N/A**



*The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations:*

- N/A

*The impact a substantial modification or rejection of the application would have on the Applicant:*

- **Staff is recommending approval of the submitted Tree Preservation Plan with the following Conditions of Approval.**

**Conditions of Approval:**

- 1. Mitigation will be required on this site in the amount of 19 (2) inch caliper large species trees. These trees are proposed to be planted on-site.**
- 2. A 3-year maintenance bond, letter of credit, or check equaling \$4750 shall be deposited with the City of Fayetteville before final Certificate of Occupancy. After the 3 year period, the Urban Forester will inspect the site. Finding 90% or better of the trees to be healthy the bond will be released.**



THE CITY OF FAYETTEVILLE, ARKANSAS

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

## LANDSCAPE REVIEW FORM

To: Fayetteville Planning Commission

From: Andrew Garner, Senior Planner

Date: October 18, 2006

**ITEM #: R-PZD 06-1884 (Westside Village Condos)**

### Applicable Requirements:

|                                     |                             |
|-------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> | Off Street Parking          |
| <input type="checkbox"/>            | Commercial Design Standards |
| <input type="checkbox"/>            | Buffers and Screening       |
| <input type="checkbox"/>            | LEED Design Overlay         |

### Plan Checklist:

Y = submitted by applicant

N = requested by city

NA = not applicable

| Preliminary<br>Submittal | Final<br>Submittal |                                                                                                                                                                     |
|--------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          |                    | <b>Off Street Parking and Loading</b>                                                                                                                               |
| Y                        |                    | wheel stops / curbs                                                                                                                                                 |
| Y                        |                    | irrigation                                                                                                                                                          |
| Y                        |                    | edged landscape beds indicated                                                                                                                                      |
| Y                        |                    | species of plant material identified                                                                                                                                |
| Y                        |                    | size of plant material at time of installation indicated                                                                                                            |
| Y                        |                    | interior landscaping                                                                                                                                                |
|                          |                    | narrow tree lawn (8' min. width, 17' min. length / 1 tree per 15 spaces)                                                                                            |
|                          |                    | tree island (10' min. width / 1 tree per 12 spaces)                                                                                                                 |
| Y                        |                    | perimeter landscaping                                                                                                                                               |
|                          |                    | side and rear property lines (5' landscaped)                                                                                                                        |
|                          |                    | adjacent to street R.O.W (15' greenspace exclusive for landscaping / 1 street tree every 30 L.F., a continuous planting of shrubs and ground cover - 50% evergreen) |
| Y                        |                    | soil amendments notes include that soil is amended and sod removed                                                                                                  |

|                          |                    |                                                                          |
|--------------------------|--------------------|--------------------------------------------------------------------------|
| Y                        |                    | mulching notes indicate mulching around trees and within landscape beds. |
| Y                        |                    | planting details according to Fayetteville's Landscape Manual.           |
| Preliminary<br>Submittal | Final<br>Submittal | <b>Commercial Design Standards</b>                                       |
| NA                       |                    | greenspace adjacent to street R.O.W. (15' wide)                          |
| Y                        |                    | street trees planted every 30' L.F. along R.O.W.                         |
| NA                       |                    | outdoor storage screened with landscaping                                |
|                          |                    | <b>Buffer Strips and Screening</b>                                       |
| NA                       |                    | landscaped area (12' min.)                                               |
| NA                       |                    | fence required                                                           |
| NA                       |                    | outdoor storage screened with landscaping                                |
| NA                       |                    | non-residential landscape screen when adjacent to residential zones      |
| NA                       |                    | landscape requirement for setback reduction                              |
|                          |                    | <b>Overlay District Requirements</b>                                     |
| NA                       |                    | greenspace adjacent to street R.O.W. (25' wide)                          |
| NA                       |                    | street trees planted every 30' L.F. along R.O.W.                         |
| NA                       |                    | 25% of total site area left in greenspace (80% landscaped)               |
| NA                       |                    | parking lots and outdoor storage screened with landscaping               |

**Recommendation:** Approval of the landscape plan associated with LSD 06-1884 with the following conditions:

**Conditions of Approval:**

1. Street trees that are removed along the Ruppel Road frontage with this development will be required to be replaced.
2. Please keep the parking lot lighting in mind when designing the landscape plan to ensure that required trees shown on the landscape plan are not replaced with lights, or do not block lighting.
3. Street tree plantings will be required along the all public and private street frontages with one tree per 30 feet. These trees will need to be planted in urban tree wells with structural soils, with adequate green space for planting, and the species subject to the approval of the City's Urban Forester.
4. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.



**From:** Dale Riggins  
**To:** Garner, Andrew  
**Date:** 10/19/06 7:05AM  
**Subject:** Westside Village

I'm not sure which zoning review you were looking at. I went back to the September 18, 2006 review and found these comments about Westside Village

**R-PZD06-1884 (Westside Village Condos)**

These 21.91 acres are covered by Engine 7 at 835 Ruppel Road.

It is 0.1 mile from the station with an expected response time of 1 minute (Development is right across the street from the station).

The Fire Department anticipates 83 (50 EMS – 33 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 1590 gallons/minute.

The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur.

There should be no adverse effects on our call volume or response time to this development.

Was there another review that I messed up on?

Dale Riggins  
Captain  
IT/Planning  
Fayetteville Fire Department  
(479)444-3449 Office  
(479)587-5251 Pager  
(479)601-1155 Cell  
driggins@ci.fayetteville.ar.us





# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

D. 3  
R-PZD 06-1884, Westside Village  
Page 53 of 68

POLICE DEPARTMENT

January 17, 2006

Jeremy Pate  
Zoning and Development Director  
City of Fayetteville  
113 W. Mountain  
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Planned Zoning District R-PZD 06-1884 (Westside Village Condos, 439) submitted by Critical Path Design for property located S of Wedington, E of Ruppel Rd. would substantially alter the population density and thereby undesirably increase the load on public services or create an appreciable increase in traffic danger and traffic congestion.

It is the opinion of the Fayetteville Police Department that this Planned Zoning District will not substantially alter the population density and thereby undesirably increase the load on police services or create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown  
Fayetteville Police Department



# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

POLICE DEPARTMENT

D. 3  
R-PZD 06-1884, Westside Village  
Page 54 of 68

September 18, 2006

Jeremy Pate  
Zoning and Development Director  
City of Fayetteville  
113 W. Mountain  
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed rezoning RZN 06-2240: (COMBS, 564): Submitted by H2 ENGINEERING, INC. for property located at SE CORNER OF MORNINGSIDE DRIVE AND 15TH STREET. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion.

It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density or create an undesirable increase in the load on police services. The rezoning will not create an appreciable increase in traffic danger and congestion in the area.

In reference to HORTON OF HARRIS MCHANEY REALTORS for property located at SW CORNER RZN 06-2244: (HENNINGSEN COLD STORAGE, 717): Submitted by JERRY OF SUNRISE MOUNTAIN AND S. SCHOOL (HWY 71B S).

It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density or create an undesirable increase in the load on police services. This rezoning will not create an appreciable increase in traffic danger and congestion.

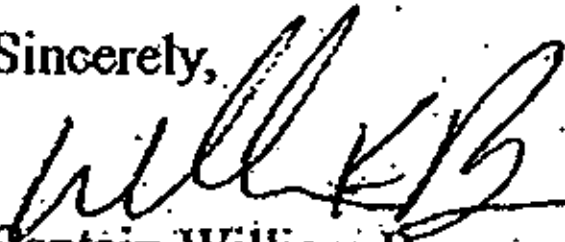
In reference to R-PZD 06-1884: Planned Zoning District (WESTSIDE VILLAGE CONDOS, 439): Submitted by TODD JACOBS CRITICAL PATH DESIGN for property located at S OF WEDINGTON, E OF RUPPLE RD.

It is the opinion of the Fayetteville Police Department that this request for a Residential Planned Zoning district will not create an undesirable load increase on police services. It will not create an appreciable increase in traffic danger and congestion.

In reference to R-PZD 06-2212: Planned Zoning District (STADIUM CENTRE TOWNHOMES, 557): Submitted by H2 ENGINEERING, INC. for property located at OLD FARMINGTON ROAD, W OF ONE MILE RD. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 2.00 acres.

It is the opinion of the Fayetteville Police Department that this Master Development Plan for a Residential Planned Zoning district will not create an undesirable load increase on police services. It will not create an appreciable increase in traffic danger and congestion.

Sincerely,

  
Captain William Brown  
Fayetteville Police Department

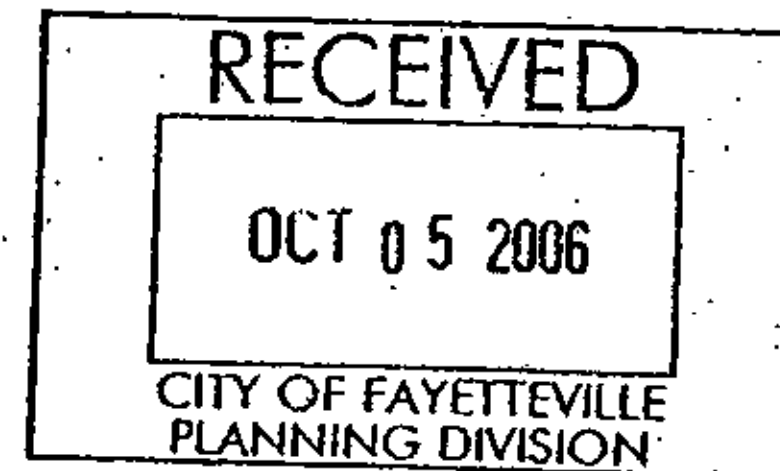




21 W. Mountain, Ste 121 • Fayetteville, AR 72701 • Office: 479 527.0055 • Fax: 479 527.2798

October 4, 2006

Jeremy Pate  
Director of Current Planning  
City of Fayetteville  
113 W. Mountain  
Fayetteville, AR, 72701



Dear Mr. Pate

Critical Path Design is writing to request waivers granting permission to:

1. Construct curb return radii (CRR) of 15' on street intersections
2. Allow designated on-street parallel parking street for the proposed street cross sections

Please consider the following as grounds for granting the waivers:

1. The request is to allow 15' curb return radius (CRR) at all streets intersections to reduce the speed of turning automobiles and to reduce the in-street walking distance required for pedestrians crossing the street. Excessive CRR allows traffic to take turns too fast, raising the design speed of streets to levels that are uncomfortable and unsafe to pedestrians. 15' CRR will create a safe pedestrian environment that promotes walking and pedestrian safety.

Institute of Transportation Engineers guidelines for Traditional Neighborhood Development Street Design states that a CRR above 15 feet significantly adds to crossing distance and crossing time. An example, 25' foot CRR adds 10' to the crossing distance and about 3 seconds to the crossing time.

Critical Path Design has design the curbs to be a minimum of six inches (6") thick, with 4000 psi concrete, and fiber reinforced to prevent damage. Additional, no above ground obstructions, such as fire hydrants, street lights, trees or traffic signs will be permitted within fifteen feet (15') of an intersection of streets. Along with the reinforced curbs and no parking zones designed to allow apparatus to utilize curbs for their turning needs if the roadway is other wise restricted.

2. The request is for a waiver granting permission to design street cross sections differently than are required by the current Master Street Plan standard with regards to Westside Village. The request is to allow designated on-street parallel parking street cross sections. Parallel parking is a basic element to a new urbanism and traditional neighborhood street design. Our proposed street cross sections are intended to create the backbone of what we hope will be a successful development. The streets are



interconnected, reducing through traffic on any one street and providing more than one route for any given destination. We hope our proposed street cross sections promote a strong connection to the community. On-street parallel parking is designed to provide a safe environment for pedestrians on the sidewalk from moving vehicles in the traveled lanes and provide street activity while developing a sense of neighborhood and sense of place.

Sincerely,



Todd Jacobs  
Critical Path Design

CC: Jeremy Pate      Director of Current Planning  
Andrew Garner      Sr. Planner  
Matt Casey P.E.      Assistant City Engineer



21 W. Mountain, Ste 121 • Fayetteville, AR 72701 • Office: 479 527.0055 • Fax: 479 527.2798

October 18, 2006

Matt Casey P.E.  
Assistant City Engineer City of Fayetteville  
113 W. Mountain  
Fayetteville, AR 72701

RE: Westside Village  
Curb Return Radii

Dear Mr. Casey:

As requested, Critical Path Design is providing additional information to support our waiver granting permission to allow 15' curb return radius (CRR) at all streets intersections with the exception of Ruppel Road intersections. We are basing our request on the Institute of Transportation Engineers (ITE) publication *Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities*.

This publication promotes the successful use of context sensitive solutions (CSS) in the planning and design of major urban thoroughfares for walkable communities. It provides guidance and demonstrates for practitioners how CSS concepts and principles may be applied in roadway improvement projects that are consistent with their physical settings. The report's chapters are focused on applying the principles of CSS in transportation planning and in the design of roadway improvement projects in places where community objectives support walkable communities-compact development, mixed land uses and support for pedestrians.

Attached is Chapter 10 of this publication that discusses curb return radii for street intersections to reduce the speed of turning automobiles and to reduce the in-street walking distance required for pedestrians crossing the street. Excessive CRR allows traffic to take turns too fast, raising the design speed of streets to levels that are uncomfortable and unsafe to pedestrians. A 15' CRR will create a safe pedestrian environment that promotes walking and pedestrian safety.

Sincerely,

A handwritten signature in black ink that reads "Todd Jacobs". The signature is fluid and cursive, with a large, sweeping "T" and a long, trailing "s".

Todd Jacobs  
Critical Path Design

CC: Ron Petrie                      City Engineer  
Tim Conklin                     Planning and Development Management Director  
Jeremy Pate                     Director of Current Planning  
Andrew Garner                Sr. Planner

# An ITE Proposed Recommended Practice

## Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities

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□ 16 Per

Institute of Transportation Engineers



The Institute of Transportation Engineers is an international educational and scientific association of transportation professionals who are responsible for meeting mobility and safety needs. ITE facilitates the application of technology and scientific principles to research, planning, functional design, implementation, operation, policy development and management for any mode of transportation. Through its products and services, ITE promotes professional development of its members, supports and encourages education, stimulates research, develops public awareness programs and serves as a conduit for the exchange of professional information.

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Institute of Transportation Engineers  
1099 14th Street, NW, Suite 300 West  
Washington, DC 20005 USA  
Telephone: +1 202-289-0222  
Fax: +1 202-289-7722  
ITE on the Web: [www.ite.org](http://www.ite.org)



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RP-036

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## Preface and Acknowledgements

This report is published as a proposed recommended practice of the Institute of Transportation Engineers (ITE). As such, it is to be considered in its proposed form, but is subject to change after receipt and consideration of suggestions from those who have reviewed the report. Readers are encouraged to submit written suggestions for improving this report to:

Institute of Transportation Engineers  
Attention: Lisa Fontana Tierney  
1099 14th Street, NW, Suite 300 West  
Washington, DC 20005  
Fax +1 202-289-07722  
ltierney@ite.org

Written suggestions should be received at the above address no later than December 31, 2006 to ensure consideration for incorporation into the final recommended practice report.

ITE wishes to thank the Federal Highway Administration's Office of Infrastructure, Office of Planning, Environment and Realty and the Environmental Protection Agency's Office of Policy, Economics and Innovation Development for financially supporting this work effort and providing leadership and guidance in the development of this report.

This report was developed through a partnership with ITE and the Congress for the New Urbanism (CNU) and is the result of several years of concerted effort by dedicated volunteers, including ITE and CNU members and many other interested parties. ITE wishes to thank the members of each of the following committees for their respective roles in the preparation of this report.

The project management team played an essential role in the identification, development and refinement of content, including numerous detailed reviews throughout the development process. The members of the project management team were:

Brian S. Bochner (F), Texas Transportation Institute  
Philip J. Caruso (F), ITE  
Lisa Fontana Tierney (M), ITE  
Christopher V. Forinash (A), EPA  
Ellen Greenberg, Freedman, Tung & Bottomley  
Heather Smith, CNU  
Jon T. Obenberger (M), FHWA  
Harold E. Peaks, FHWA

## Curb Return Radii

### Background and Purpose

Curb returns are the curved connection of curbs in the corners formed by the intersection of two streets. A curb return's purpose is to guide vehicles in turning corners and separate vehicular traffic from pedestrian areas at intersection corners. The radius of the curve varies, with longer radii used to facilitate the turning of large trucks and buses. Larger radius corners increase the length of pedestrian crosswalks.

#### Related Thoroughfare Design Elements

- *Selecting the design vehicle*
- *Speed*
- *On-street parking*
- *Right-turn channelization*
- *Pedestrian refuge islands*

In CSS, the smallest practical curb return radii are used to shorten the length of the pedestrian crosswalks. Based on this function, this report suggests a general strategy for selecting curb return radii design criteria and discusses situations requiring larger design vehicles.

### General Principles and Considerations

General principles and considerations regarding curb return radii include the following.

- Curb return radii should be designed to accommodate the largest vehicle type that will frequently turn the corner (sometimes referred to as the control vehicle). This principle assumes that the occasional large vehicle can encroach into the opposing travel lane as shown in Figure 10.7. If encroachment is not acceptable, then a larger design vehicle should be used.
- Curb return radii should be designed to reflect the "effective" turning radius of the corner. The effective turning radius takes into account the wheel tracking of the design vehicle utilizing the width of parking and bicycle lanes. Use of the effective turning radii allows a smaller curb re-

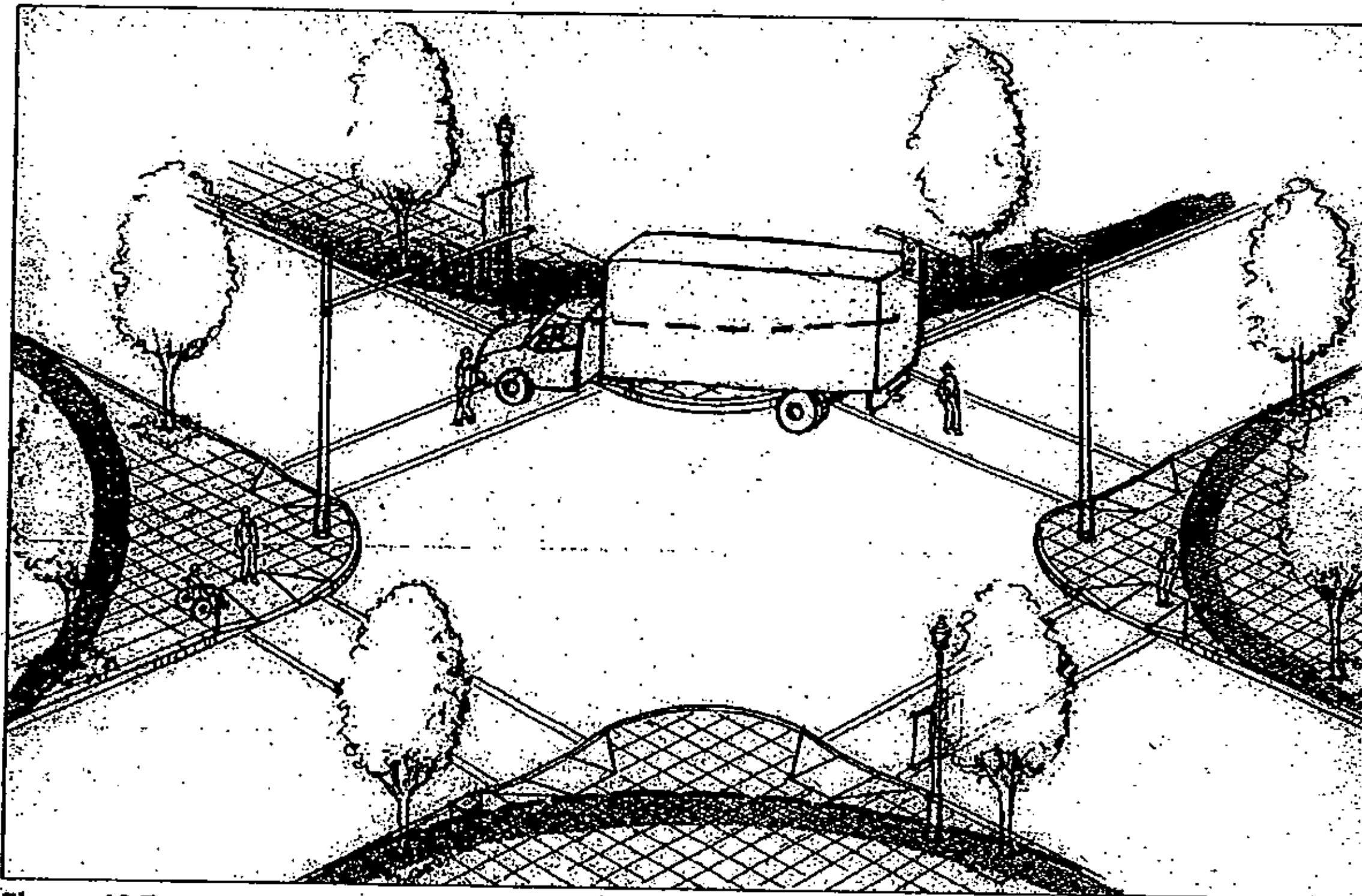
Effect of Curb Radii on Pedestrian Crossing Distance  
(Compared to 15 ft Radius)

| Curb Return Radius (Feet) | Added Crossing Distance (Feet) | Added Crossing Time (Seconds) [1] |
|---------------------------|--------------------------------|-----------------------------------|
| 15                        | 0                              | 0                                 |
| 25                        | 8                              | 2                                 |
| 50                        | 38                             | 10                                |

[1] Crossing time at 4 ft. per second.

turn radius while retaining the ability to accommodate larger design vehicles (Figure 10.8).

- In urban centers (C-5) and urban cores (C-6) where pedestrian activity is intensive, curb return radii should be as small as possible.
- On multi-lane thoroughfares, large vehicles may encroach entirely into the adjacent travel lanes (in the same direction of travel).
- To help select a design vehicle, identify bus routes to determine whether buses are required to turn at the intersection. Also check transit service plans for anticipated future transit routes. Map existing and potential future land uses along both streets to evaluate potential truck trips turning at the intersection.
- Apply curb return radii that are compatible with the design vehicle. Occasional turns by vehicles that are larger than the design vehicle could be accomplished by turning more slowly and possibly encroaching into oncoming travel lanes to complete the turn.
- Curb return radii of different lengths can be used on different corners of the same intersection to match the design vehicle turning at that corner. Compound, spiral, or asymmetrical curb returns can be used to better match the wheel tracking of the design vehicle (see AASHTO's Green Book for the design of spiral and compound curves).
- If large vehicles need to encroach into an opposing travel lane, consider placing the stop line for opposing traffic further from the intersection.



**Figure 10.7** Smaller curb return radii shorten the distance that pedestrians must cross at intersections. The occasional turn made by large trucks can be accommodated with slower speeds and some encroachment into the opposing traffic lanes. Source: Kimley-Horn and Associates Inc.

## Recommended Practice

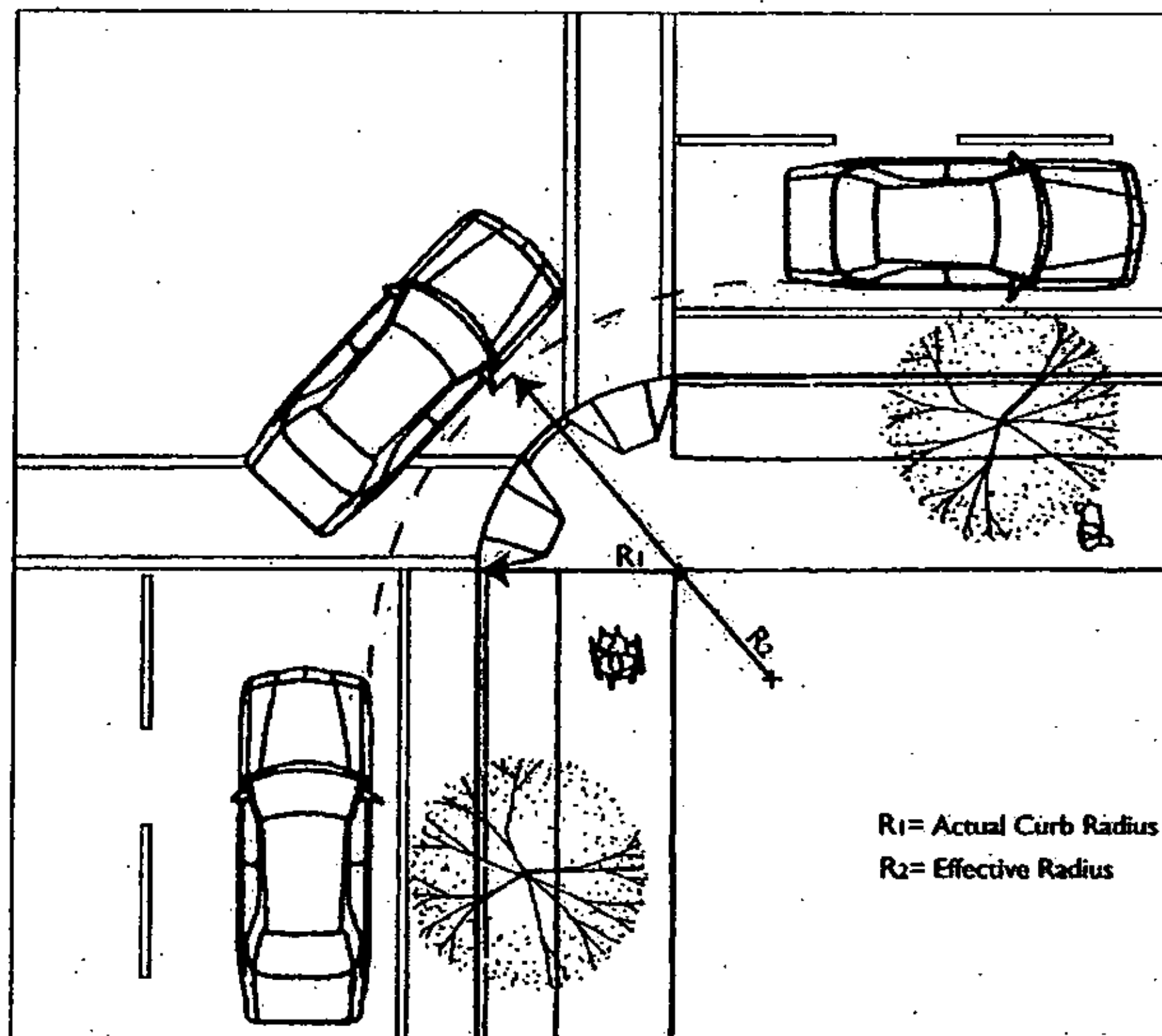
Flexibility in the design of curb return revolves around: (1) choice of design vehicle, (2) combination of dimensions that make up the effective width of the approach and receiving lanes and (3) the curb return radius itself. The practitioner needs to consider the trade-offs between the traffic safety and operational effects of infrequent large vehicles and the creation of a street crossing that appears reasonable to pedestrians. The guidelines assume arterial and collector streets in urban contexts (C-3 to C-6) with turning speeds of city buses and large trucks of 5 to 10 mph. The guidance is not applicable to intersections without curbs.

Recommended practices include the following.

- In urban centers (C-5) and urban cores (C-6) at intersections with no vehicle turns, the minimum curb return radii should be 5 ft.

- A typical minimum curb return radius of 10 to 15 ft. should be used where:
  1. High pedestrian volumes are present or reasonably anticipated;
  2. Volumes of turning vehicles are low;
  3. The width of the receiving intersection approach can accommodate a turning passenger vehicle without encroachment into the opposing lane;
  4. Passenger vehicles constitute the majority of turning vehicles;
  5. Bicycle and parking lanes create additional space to accommodate the "effective" turning radius of vehicles;
  6. Low turning speeds are required or desired; and
  7. Occasional encroachment of turning school bus, moving van, fire truck, or oversized delivery truck into an opposing lane is acceptable.





**Figure 10.8** The existence of parking and bicycle lanes creates an "effective" turning radius that is greater than the curb return radius. Source: Community, Design + Architecture, adapted from the *Oregon Bicycle and Pedestrian Plan*.

- Curb radii will need to be larger where:
  1. Occasional encroachment of a turning bus, school bus, moving van, fire truck, or oversized delivery truck into the opposing lane is not acceptable;
  2. Curb extensions are proposed or might be added in the future; and
  3. Receiving thoroughfare does not have parking or bicycle lanes and the receiving lane is less than 12 ft. in width.

#### **Recommendations for Curb Radii on Transit and Freight Routes**

Trucks routes should be designated on a minimum number of appropriately selected streets to reduce the impact of large turning radii on pedestrian routes. Where designated local or regional truck routes con-

flict with high pedestrian volumes or activities, analyze freight movement needs and consider re-designation of local and regional truck routes to minimize such conflicts.

On bus and truck routes, the following guidelines should be considered.

- Curb return radii design should be based on the effective turning radius of the prevailing design vehicle.
- Where the potential for conflicts with pedestrians is high and large vehicle turning movements necessitate curb radii exceeding 50 ft., evaluate installation of a channelized right-turn lane with a pedestrian refuge island (see the section on pedestrian refuge islands in Chapter 9 and the section on channelized right-turn lanes in Chapter 10). To better accommodate the path of large



vehicles use a three-centered compound curve in the design of the island (see the AASHTO Green Book's Chapter 9 for design guidance).

- Where frequent turning of large vehicles takes place, avoid inadequate curb return radii as it could potentially cause large vehicles to regularly travel across the curb and into the pedestrian waiting area of the roadside.

## Justification

Intersections designed for the largest turning vehicle traveling at significant speeds with no encroachment results in long pedestrian crossings and potentially high-conflict areas for pedestrians and bicyclists. Radii designed to accommodate the occasional large vehicle will allow passenger cars to turn at high speeds. In CSS, the selection of curb returns ranging from 5 to 25 ft. in radius is preferable to shorten pedestrian crossings and slow vehicle turning speeds to increase safety for all users.

## Channelized Right-Turns

### Background and Purpose

In urban contexts, high-speed channelized right turns are often inappropriate because they create conflicts with pedestrians. Under some circumstances, providing channelized right-turn lanes on one or more approaches at a signalized intersection can be beneficial, but unless designed correctly, these right-turn lanes can be undesirable for pedestrians. According to the *Oregon Bicycle and Pedestrian Plan* a well-designed channelization island can:

- Allow pedestrians to cross fewer lanes at a time and judge conflicts separately;
- Provide refuge for slower pedestrians;
- Improve accessibility to pedestrian push-buttons; and

#### Related Thoroughfare Design Elements:

- Curb return radii
- Crosswalks
- Bicycle lanes at intersections

- Reduce total crossing distance, which provides signal-timing benefits.

Right-turning drivers may not have to stop for the traffic signal when a poorly designed channelized right-turn lane is provided. Even where pedestrian signal heads are provided at the intersection, pedestrians are usually expected to cross-channelized right-turn lanes without the assistance of a traffic signal. Most channelized right-turn lanes consist of only one lane and the crossing distance tends to be relatively short. However, drivers are usually looking to their left to merge into cross-street traffic and are not always attentive to the presence of pedestrians.

## General Principles and Considerations

The general principles and considerations regarding channelized right turns include the following.

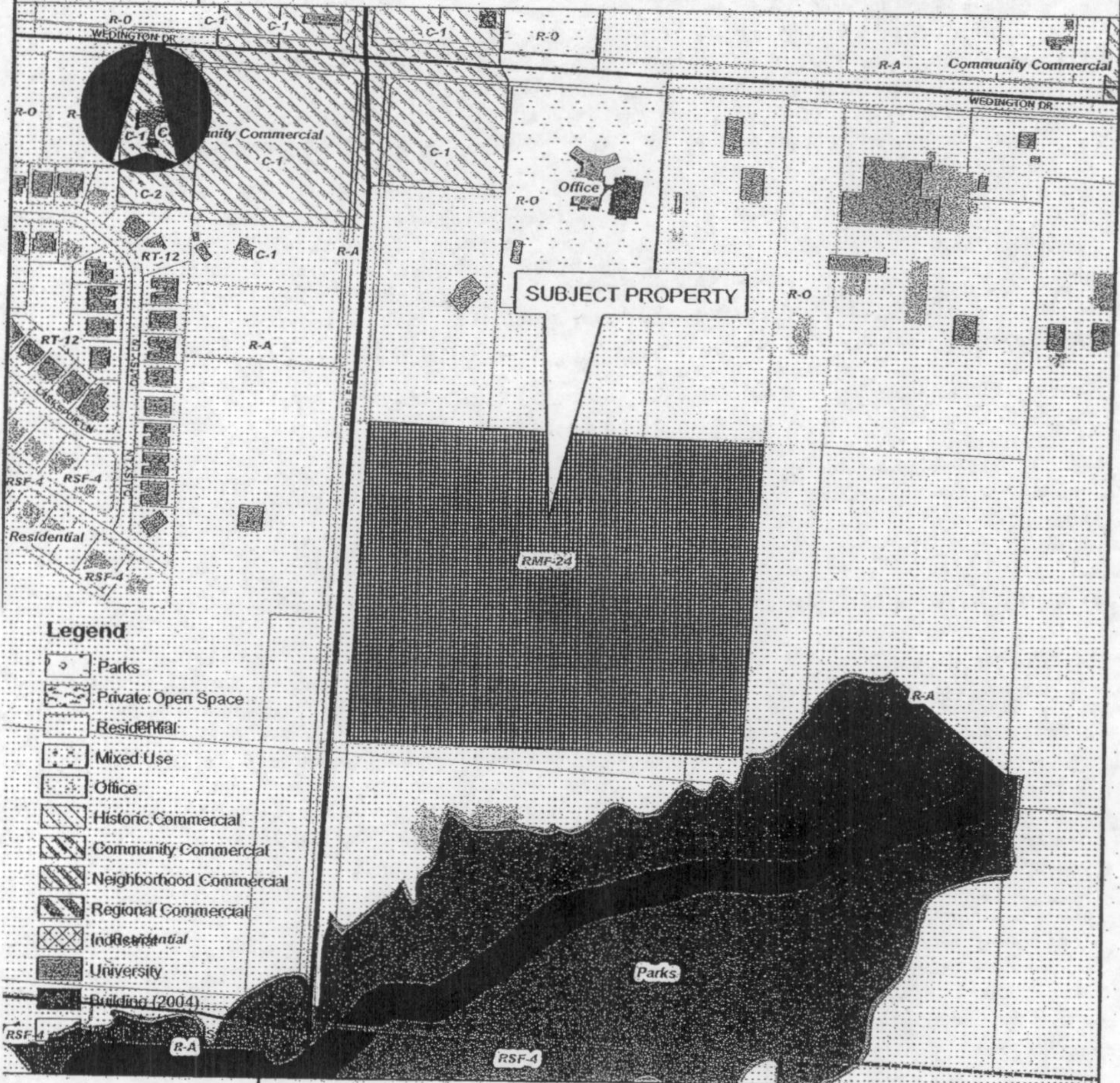
- Avoid using channelized right-turn lanes where pedestrian activity is significant. If a channelized right-turn lane is unavoidable, use design techniques described to lessen the impact on pedestrians.
- Exclusive right-turn lanes should be limited. A right-turning volume threshold of 200–300 vehicles per hour is an acceptable range for the provision of right-turn lanes. Once determined that a right-turn lane is necessary, a well-designed channelization island can help slow down traffic and separate conflicts between right-turning vehicles and pedestrians (Figure 10.9).
- If an urban channelized right-turn lane is justified, design it for low speeds (5 to 10 mph) and high-pedestrian visibility.
- For signalized intersections with significant pedestrian activity, it is highly desirable to have pedestrians cross fully under signal control. This minimizes vehicle-pedestrian conflicts and adds to the comfort of pedestrians walking in the area.
- Consider channelized right-turn lanes at multi-lane all-way stop controlled intersections to provide pedestrians an additional refuge among the complex right-of-way patterns that affect traffic movements.



RPZD06-1884

Future Land Use

# WESTSIDE VILLAGE CONDOS



## Legend

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University
- Building (2004)

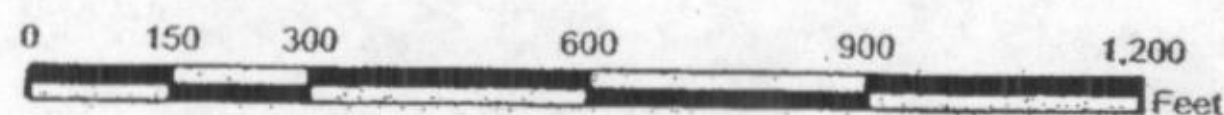
## Overview



## Legend

- Subject Property
- RPZD06-1884
- Streets
  - Existing
  - Planned
- Boundary
  - Planning Area
  - Overlay District
  - Outside City

## Legend

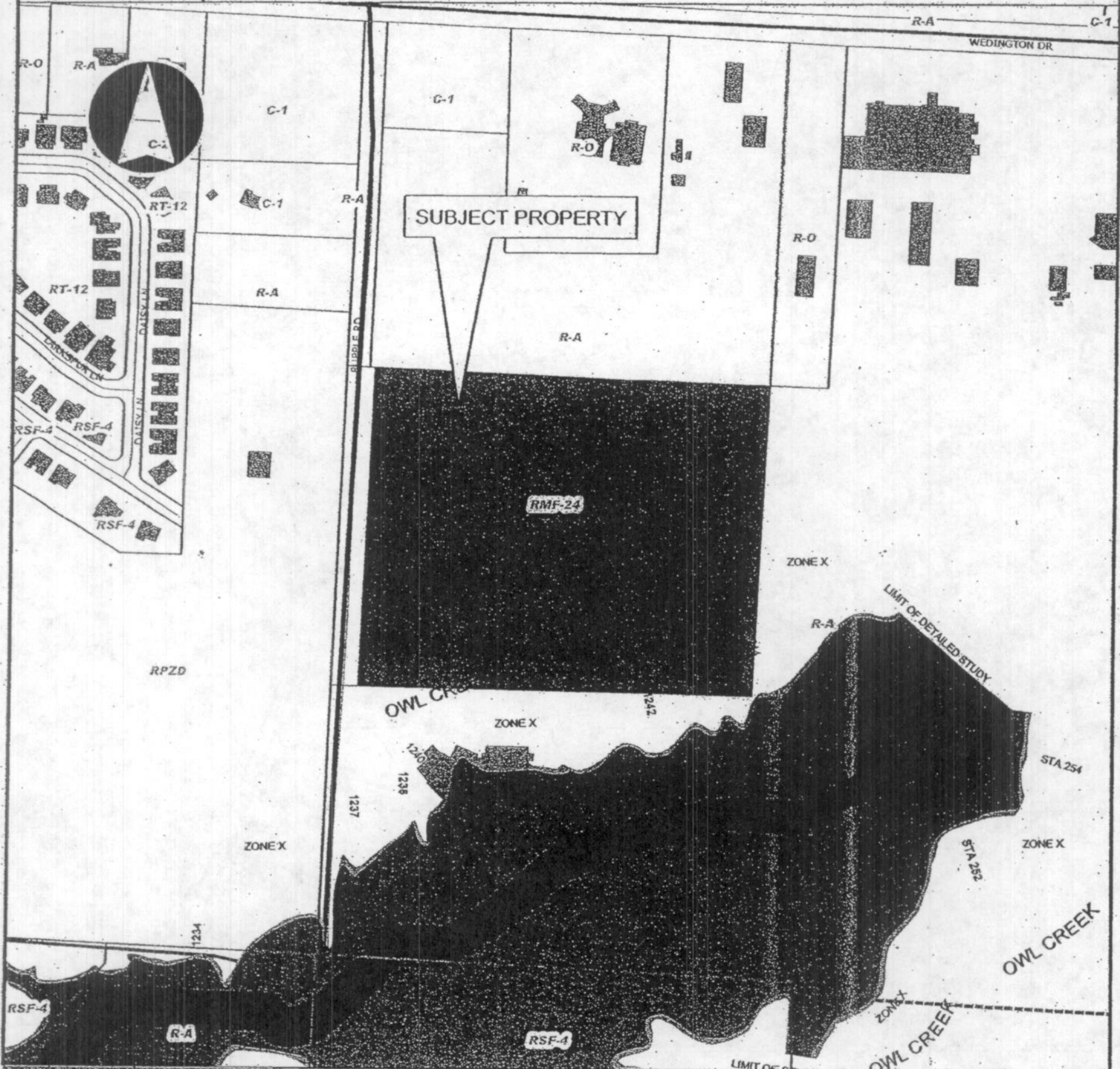




RPZD06-1884

# WESTSIDE VILLAGE CONDOS

Close Up View



## Legend

- Overlay District
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- Baseline Profile
- Fayetteville
- Outside City
- RPZD06-1884
- vector.GDB.Footprint\_2004

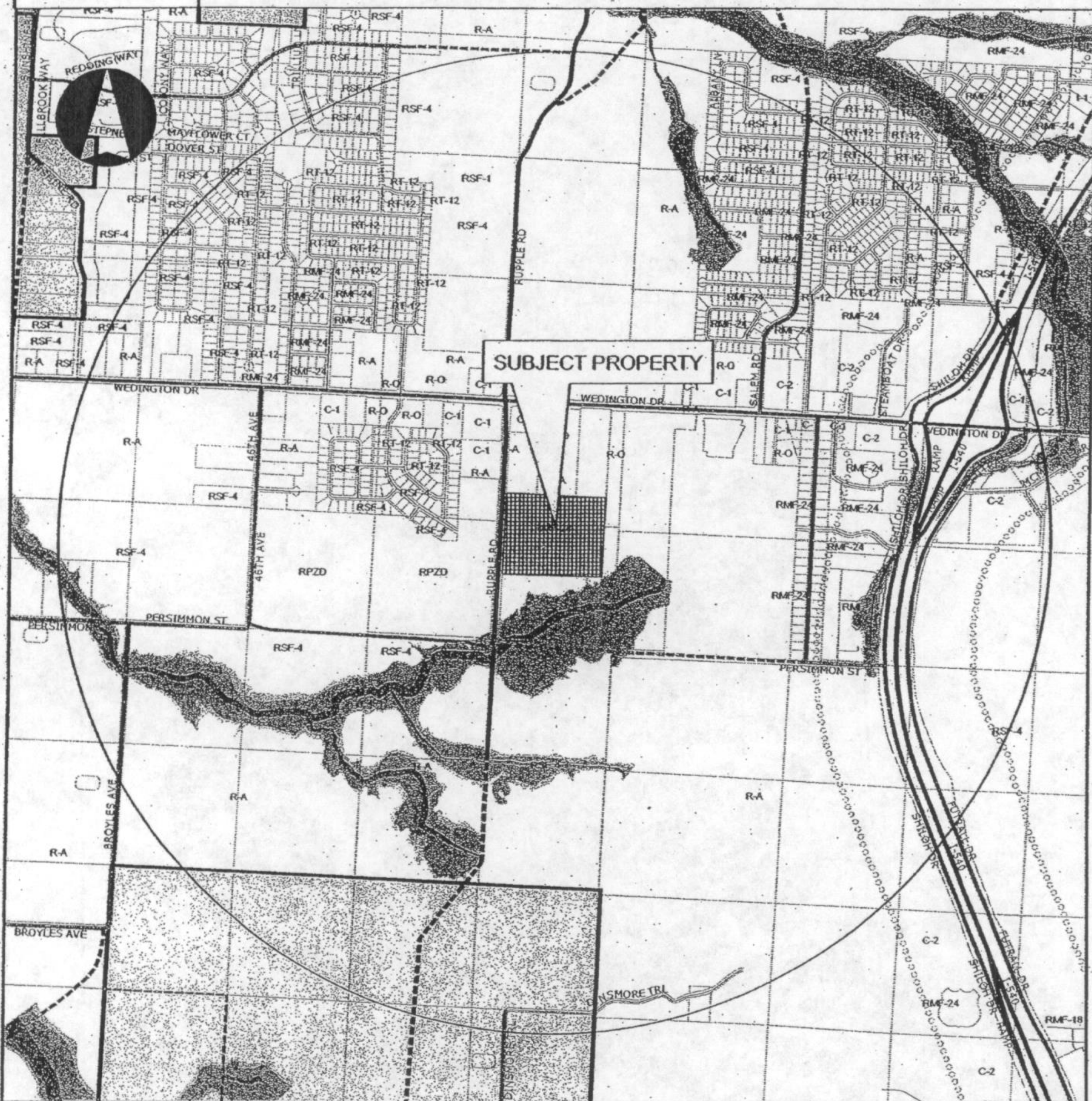
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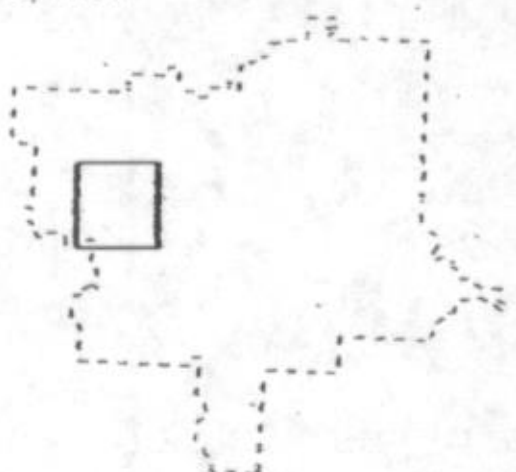
RPZD06-1884

# WESTSIDE VILLAGE CONDOS

One Mile View



Overview



Legend

Subject Property

RPZD06-1884

Boundary

Planning Area

Overlay District

Outside City

Legend

0 0.125 0.25

0.5

0.75

1

Miles



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

D. 4  
VAC 06-2290, Grubbs  
Page 1 of 22

21-Nov-06

City Council Meeting Date

Jeremy Pate  
Submitted By

Planning  
Division

Operations  
Department

Action Required:

VAC 06-2290: (Grubbs, 248): Submitted by Richard Grubbs for property located at Lot 6 Block 1 of the North Point S/D on Point Circle. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a portion of a utility easement within the subject property.

|                      |                         |                                 |
|----------------------|-------------------------|---------------------------------|
| N/A                  | N/A                     | N/A                             |
| Cost of this request | Category/Project Budget | Program Category / Project Name |
| N/A                  | N/A                     | N/A                             |
| Account Number       | Funds Used to Date      | Program / Project Category Name |
| N/A                  | N/A                     | N/A                             |
| Project Number       | Remaining Balance       | Fund Name                       |

Budgeted Item

☐

Budget Adjustment Attached

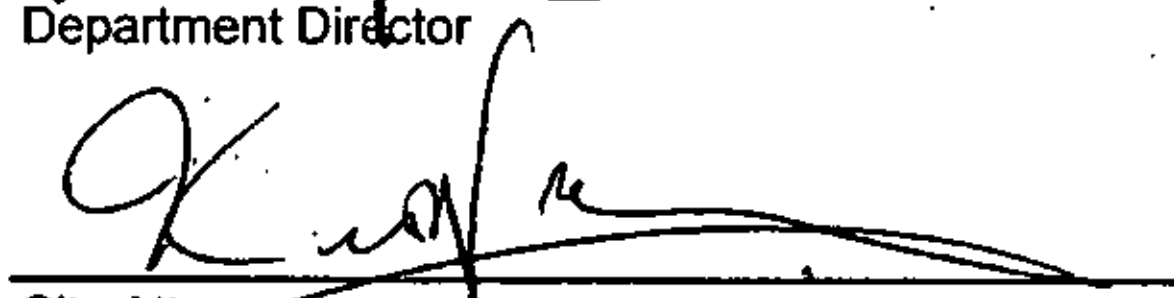
☐

  
Department Director

10-27-06  
Date

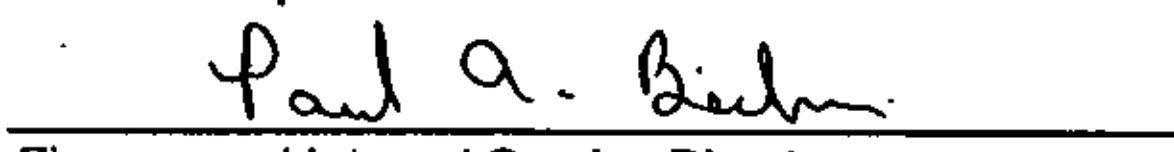
Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

  
City Attorney

10-27-06  
Date

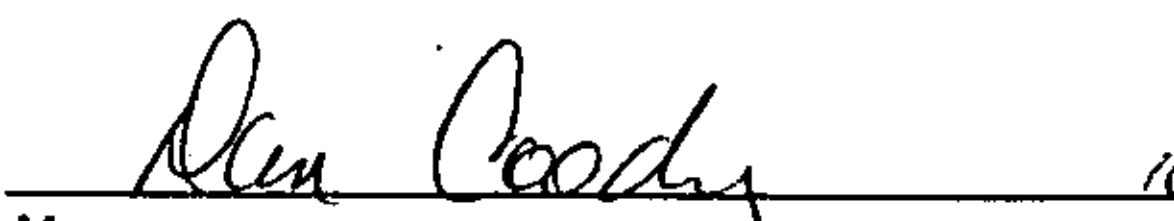
Original Contract Number: n/a

  
Finance and Internal Service Director

10-27-2006  
Date

Received in City Clerk's Office

ENTERED  
10/27/06

  
Mayor

10/30/06  
Date

Received in Mayor's Office

ENTERED  
10/27/06

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:** October 26, 2006

**Subject:** Easement Vacation for Lot 6/Block 1, North Point Subdivision (VAC 06-2290)

### **RECOMMENDATION**

The Planning Commission recommends approval of an ordinance vacating a portion of a utility easement located on Lot 6 Block 1 of the North Point Subdivision.

### **BACKGROUND**

The subject property consists of Lot 6 Block 1 of the North Point Subdivision and contains approximately 0.72 acres located immediately south of I-540 and north of Point Circle. There is an existing 50' utility easement located along the north portion of the property with multiple utility lines, although none of the utilities lie within the area to be vacated. The utility line nearest the area to be vacated is a 6" water line, which if required shall be relocated to the north, per City of Fayetteville requirements to maintain a 10' separation between the water line and the edge of the utility easement.

The applicant requests to vacate the southern portion of an existing 50' utility easement that is located on the subject property. The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

### **DISCUSSION**

Notification was provided to all appropriate utility representatives and to the City. This item was heard on at the regular Planning Commission on October 23, 2006. The Planning Commission voted 8-0-0 to recommend this vacation request to the City Council. The vacation of said portion of the utility easement is subject to maintaining 10' of easement on the south side of the existing water line. If the water line needs to be relocated to maintain the 10' separation, said relocation shall be at the owner/developers expense.

### **BUDGET IMPACT**

None.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING VAC 06-2290 SUBMITTED BY RICHARD L. GRUBBS FOR PROPERTY LOCATED AT LOT 6 BLOCK 1 OF THE NORTHPOINT SUBDIVISION ON POINT CIRCLE, VACATING A PORTION OF A UTILITY EASEMENT ON THE SUBJECT PROPERTY.**

**WHEREAS**, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

**WHEREAS**, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes.

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

**Section 1:** That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility easement:

See Exhibit "A" attached hereto and made a part hereof.

**Section 2:** That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

**Section 3:** That this vacation approval is subject to the conditions of approval as follows, and shall not be in effect until all conditions are met herein.

- 1. The vacation of said portion of the utility easement is subject to maintaining 10' of easement on the south side of the existing water line. If the water line needs to be relocated to maintain the 10' separation, said relocation shall be at the owner/developers expense.**
- 2. Any relocation of existing utilities shall be at the owner/developer's expense.**

**PASSED and APPROVED** this \_\_\_ day of \_\_\_, 2006.

**APPROVED:**

By: \_\_\_\_\_  
**DAN COODY, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**SONDRA SMITH, City Clerk**



**EXHIBIT "A"**  
**VAC 06-2290**

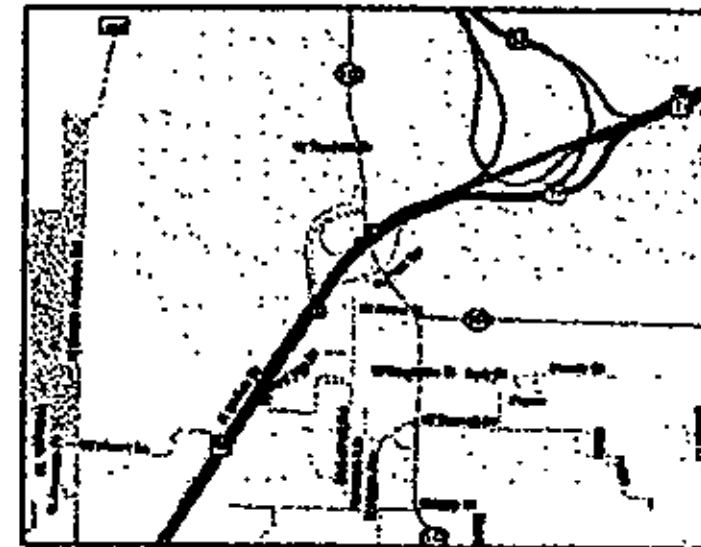
A PORTION OF AN EXISTING FIFTY (50) FOOT WIDE UTILITY EASEMENT WHICH IS A PART OF LOT NUMBERED SIX (6) IN BLOCK NUMBERED ONE (1) OF NORTHPOINT SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE NORTHWEST CORNER OF SAID LOT SIX (6); THENCE S23°43'33"E 41.49 FEET ALONG THE WEST LINE OF SAID LOT SIX (6) TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF SAID LOT SIX (6) S23°43'33"E 17.89 FEET TO A POINT ON THE SOUTH LINE OF SAID EXISTING FIFTY (50) FOOT WIDE UTILITY EASEMENT; THENCE LEAVING THE WEST LINE OF SAID LOT SIX (6) ALONG THE SOUTH LINE OF SAID EXISTING UTILITY EASEMENT N33°38'20"E 56.43 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID EXISTING UTILITY EASEMENT N68°02'22"E 117.53 FEET TO A POINT ON THE EAST LINE OF SAID LOT SIX (6); THENCE N02°34'50"E 8.79 FEET ALONG THE EAST LINE OF SAID LOT SIX (6); THENCE LEAVING THE EAST LINE OF SAID LOT SIX (6) S66°10'15"W 132.49 FEET; THENCE S41°48'00"W 39.99 FEET TO THE POINT OF BEGINNING.



## EXHIBIT "B"

D: 4  
VAC 06-2290, Grubbs  
Page 5 of 22

## EASEMENT VACATION



VICINITY MAP

765-15840-000  
CROUCH LTD. PTNSHP.  
10.30 E. GLENN LANE  
FAYETTEVILLE, AR 72703

## SURVEY NOTES

UTILITIES VISIBLE AT THE TIME OF THE SURVEY, INCLUDING THOSE MARKED BY ARKANSAS ONE-CALL, WERE LOCATED, AS SHOWN ON THIS SURVEY PLAT.

NO EASEMENT RESEARCH WAS PERFORMED BY THIS COMPANY IN PREPARATION OF THIS SURVEY PLAT. ALL EASEMENTS SHOWN ON THE PLAT ARE AS PER THE FINAL PLAT OF NORTH POINT SUBDIVISION, ON FILE IN THE RECORDS OF THE WASHINGTON COUNTY, ARKANSAS CIRCUIT CLERK'S OFFICE AT PLAT BOOK 11, PAGE 74.

POINT CIRCLE IS RATED AS AN "UNCLASSIFIED" STREET AS PER THE CITY OF FAYETTEVILLE, ARKANSAS MASTER STREET PLAN, AS DETERMINED FROM DATA PUBLISHED ON THE FAYETTEVILLE OLS WEBSITE.

THE SUBJECT PROPERTY IS CURRENTLY ZONED C-2 (THOROUGHFARE COMMERCIAL).

FRONT SETBACK: 50'

SIDE SETBACK: 0'

SIDE WHEN CONTIGUOUS TO RESIDENTIAL: 15'

REAR SETBACK: 20'

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.

Building area: On any lot, the area occupied by all buildings shall not exceed 60% of the total area of each lot.

THIS PROPERTY DOES NOT LIE WITHIN ZONE "AAE" (SPECIAL FLOOD HAZARD AREAS INDICATED BY 100-YEAR FLOOD) AS DETERMINED FROM THE "2004 FLOOD DATA" AS PUBLISHED ON THE FAYETTEVILLE, ARKANSAS OLS WEBSITE.

(P) = A RECORD DIMENSION FROM THE FINAL PLAT OF NORTH POINT SUBDIVISION, ON FILE IN THE RECORDS OF THE WASHINGTON COUNTY, ARKANSAS CIRCUIT CLERK'S OFFICE AT PLAT BOOK 11, PAGE 74.

## EASEMENT VACATION DESCRIPTION

A PORTION OF AN EXISTING FIFTY (50) FOOT WIDE UTILITY EASEMENT WHICH IS A PART OF LOT NUMBERED SIX (6) IN BLOCK NUMBERED ONE (1) OF NORTHPOINT 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE NORTHWEST CORNER OF SAID LOT SIX (6); THENCE S23°43'33"E 41.48 FEET ALONG THE WEST LINE OF SAID LOT SIX (6) TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF SAID LOT SIX (6) S23°43'33"E 17.89 FEET TO A POINT ON THE SOUTH LINE OF SAID EXISTING FIFTY (50) FOOT WIDE UTILITY EASEMENT; THENCE LEAVING THE WEST LINE OF SAID LOT SIX (6) ALONG THE SOUTH LINE OF SAID EXISTING UTILITY EASEMENT N33°38'20"E 58.43 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID EXISTING UTILITY EASEMENT N33°38'20"E 117.83 FEET TO A POINT ON THE EAST LINE OF SAID LOT SIX (6); THENCE N32°34'50"E 8.78 FEET ALONG THE EAST LINE OF SAID LOT SIX (6); THENCE LEAVING THE EAST LINE OF SAID LOT SIX (6) S88°02'22"W 123.88 FEET; THENCE S41°48'00"W 53.78 FEET TO THE POINT OF BEGINNING.

## SURVEY DESCRIPTION

LOT NUMBERED SIX (6) IN BLOCK NUMBERED ONE (1) OF NORTHPOINT 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.

LOT 6  
31892.2± SQ. FT.  
0.72± ACRES

765-17438-000  
RICHARD LEE GRUBBS, JR.  
11294 N. HIGHWAY 170  
FARMINGTON, AR 72730

765-17435-000  
MONROE NORTH POINT, LLC

- EXISTING IRON
- CONCRETE MONUMENT
- FIRE HYDRANT
- WATER VALVE
- SANITARY SEWER MANHOLE
- GAS METER
- FIBER OPTIC SIGN
- TELEPHONE MANHOLE
- UTILITY POLE
- STORMWATER MANHOLE
- GUY WIRE
- OVERHEAD ELECTRIC/CABLE TV
- BURIED GAS LINE
- BURIED FIBER-OPTIC
- BURIED TELEPHONE
- BURIED WATER LINE
- BOUNDARY LINE OF ROAD
- BOUNDARY LINE
- SETBACK LINE
- EASEMENT/R.O.W.





PC Meeting of October 23, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

**PLANNING DIVISION CORRESPONDENCE**

TO: Fayetteville Planning Commission  
FROM: Jesse Fulcher, Current Planner  
Matt Casey, Assistant City Engineer  
THRU: Jeremy Pate, Director of Current Planning  
DATE: October 16, 2006

**VAC 06-2290: (NORTH POINT S/D, 248):** Submitted by RICHARD L. GRUBBS for property located at LOT 6, BLOCK 1 OF THE NORTHPOINT S/D ON POINT CIRCLE. The property is zoned C-2, THOROUGHFARE COMMERCIAL. The request is to vacate a portion of a utility easement on the subject property.

Planner: Jesse Fulcher

**Findings:**

*Property Description and Background:* The subject property consists of Lot 6 Block 1 of the North Point Subdivision and contains approximately 0.72 acres located immediately south of I-540 and north of Point Circle. There is an existing 50' utility easement located along the north portion of the property with multiple utility lines, although none of the utilities lie within the area to be vacated. The utility line nearest the area to be vacated is a 6" water line, which if required shall be relocated to the north, per City of Fayetteville requirements to maintain a 10' separation between the water line and the edge of the utility easement.

*Request:* The applicant requests to vacate the southern portion of an existing 50' utility easement that is located on the subject property. The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

**UTILITIES**

**RESPONSE**

Cox Communications

\* No Objections

Ozarks Electric Coop.

No Objections

Arkansas Western Gas

No Objections

AT&T/ Southwestern Bell Telephone

\* No Objections

*\* See attached utility approval form(s).*

**CITY OF FAYETTEVILLE:**

Water/Sewer

**RESPONSE**

Approval subject to maintaining 10' of easement on the south side of the existing water line. If the water line needs to be relocated to maintain the 10' separation, said relocation shall be at the owner/developers expense.

Engineering

No Objections

Solid Waste

No Objections

Transportation

No Objections

**Public Comment:** Staff has not received public opposition to this vacation request.

**Recommendation:** Staff recommends forwarding to the City Council a recommendation of approval to vacate the utility easement VAC 06-2290 with the following conditions:

**Conditions of Approval:**

1. The vacation of said portion of the utility easement is subject to maintaining 10' of easement on the south side of the existing water line. If the water line needs to be relocated to maintain the 10' separation, said relocation shall be at the owner/developers expense.
2. Any relocation of existing utilities shall be at the owner/developer's expense.

---

**PLANNING COMMISSION ACTION:** yes Required  
Recommendation to be: ☒ Forwarded ☐ Denied

Motion: Clark

Second: Ostner

Vote: 8-0-0

**Date:** September 23, 2006

**Comments:** \_\_\_\_\_

The "CONDITIONS OF APPROVAL", as stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## PETITION TO VACATE EASEMENT

**PETITION TO VACATE** an *easement* **LOCATED IN Lot 6, Block 1, City of Fayetteville Arkansas.**

To: The Fayetteville City Planning Commission and  
The Fayetteville City Council

I, the undersigned, being the owner of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 6, Block 1 of the Northpoint Subdivision, City of Fayetteville Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

A portion of an existing fifty (50) foot wide utility easement which is part of lot numbered six (6) in Block numbered one (1) of Northpoint 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, being more particularly described as follows: Commencing at an existing iron at the northwest corner of said lot six (6); Thence S23°43'33"E 41.48 feet along the west line of said lot six (6) to the true point of beginning; Thence continuing along the west line of said lot six (6) S23°43'33"E 17.89 feet to a point on the south line of said existing fifty (50) foot wide utility easement; Thence leaving the west line of said lot six (6) along the south line of said existing utility easement N33°38'20"E 56.43 feet; Thence continuing along the south line of said existing utility easement N68°02'22"E 117.53 feet to a point on the east line of said lot six (6); Thence N02°34'50"E 8.79 feet along the east line of said lot six (6); Thence leaving the east line of said lot six (6) S68°02'22"W 123.66 feet; Thence S41°48'00"W 53.78 feet to the point of beginning.

That the abutting real estate affected by said abandonment of the alley are Lot 5, Block 1 of the Northpoint Subdivision and 1308 Drake Street (Parcel # 765-15840-000), City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioner prays that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioner further prays that the above described real estate be vested in the abutting property owners as provided by law.

Wherefore, the undersigned petitioner respectfully prays that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land owners be free from the easements of the public for the use of said alley.

Dated this 12th day of September, 2006

Richard L Grubbs





ATTN: Mike Moore

### UTILITY APPROVAL FORM

#### FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 9-11-06

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Richard L. Grubbs APPLICANT PHONE: (479) 790-1122  
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed\*\*)

\*\* Lot 6, Block 1 of Northpoint S/D Fayetteville Arkansas

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

#### UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.  
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:  
Any relocation or damage to existing cable will be relocated  
or replaced at owners expense.

[Signature]  
Signature of Utility Company Representative

PROJECT COORDINATOR  
Title

**UTILITY APPROVAL FORM**  
**FOR RIGHT- OF- WAY, ALLEY, AND**  
**UTILITY EASEMENT VACATIONS**

DATE: 9-11-06

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: Richard L Grubbs APPLICANT PHONE: (479) 790-1122  
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed\*\*)

\*\* Lot 6 Block 1 Northpoint S/D Fayetteville Arkansas

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

**UTILITY COMPANY COMMENTS:**

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.  
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

[Signature] OZARKS Electric  
Signature of Utility Company Representative

Lead staking tech  
Title

## UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND  
UTILITY EASEMENT VACATIONSDATE: 9-12-06UTILITY COMPANY: ARKANSAS Western GasAPPLICANT NAME: Richard L. Grubbs APPLICANT PHONE: (479) 790-1122REQUESTED VACATION (applicant must check all that apply):1 (479) 846-4959 FAX~ ☒ Utility Easement

~ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

~ Alley

~ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed\*\*)

\*\* Lot 6, Block 1 Northpoint S/D Fayetteville AR ~~72701~~(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

## UTILITY COMPANY COMMENTS:

~ ☒ No objections to the vacation(s) described above.~ No objections to the vacation(s) described above, provided following described easements are retained.  
(State the location, dimensions, and purpose below.)

~ No objections provided the following conditions are met:

  
Signature of Utility Company RepresentativeNEW REGIONAL MANAGER  
Title



ATTN: Sue Clouser

UTILITY APPROVAL FORM  
FOR RIGHT-OF-WAY, ALLEY, AND  
UTILITY EASEMENT VACATIONS

RICH@ARKANSASCOMMERCIAL  
Com

DATE: 9-13-06

UTILITY COMPANY: SWBT

APPLICANT NAME: Richard L Grubbs APPLICANT PHONE: (479) 790-1122  
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed\*\*)

\*\* Lot 6, Block 1 Northpoint S/D Fayetteville Arkansas

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.  
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

SWBT HAS NO OBJECTION TO THE ABOVE DESCRIBED EASEMENT  
VACATION PROVIDED THE APPLICANT FILES REQUEST FOR VACATION  
WITH THE COUNTY THESE PAPERS WILL BE FORWARDED FROM  
LITTLE ROCK

Signature of Utility Company Representative

MANAGER - ENGINEER DESIGN

Title



UTILITY APPROVAL FORM  
FOR RIGHT-OF-WAY, ALLEY, AND  
UTILITY EASEMENT VACATIONSRich Grubbs  
(479) 846-4959 FAX  
790-1122 CellDATE: 9-14-06

UTILITY COMPANY:

City of Fayetteville Water & Sewer

APPLICANT NAME:

Richard L. GrubbsAPPLICANT PHONE: (479) 790-1122REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed\*\*)

\*\* Lot 6, Block 1 Northpoint S/D Fayetteville Arkansas

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

## UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.  
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Must maintain 10 Feet from Water Main to easement, no less

Signature of Utility Company Representative

Ops Manager Water & Sewer

Title

Rich Grubbs  
(479) 846-4959 FAX  
790-1122 Cell

## UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND  
UTILITY EASEMENT VACATIONSDATE: 9/12/06

UTILITY COMPANY:

City of Fayetteville (Streets)

APPLICANT NAME:

Richard L. GrubbsAPPLICANT PHONE: (479) 790-1122REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed\*\*)

\*\* Lot 6, Block 1 Northpoint S/D Fayetteville Arkansas(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

## UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.  
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Reg. Andlin 9/12/06  
Signature of Utility Company Representative

Transportation Supt.  
Title Operations Dept.  
Transportation Division  
City of Fayetteville

575 8227

## UTILITY APPROVAL FORM

### FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 9-11-06

UTILITY COMPANY: City of Fayetteville Solid Waste (sanitation)

APPLICANT NAME: Richard L. Grubbs APPLICANT PHONE: (479) 790-1122

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed\*\*)

\*\* Lot 6, Block 1 Northpoint S/D Fayetteville Arkansas

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

#### UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.  
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Brian Pugh

Signature of Utility Company Representative

Title



ATTN: Kenny Sullivan

# UTILITY APPROVAL FORM

## FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 9-12-06

UTILITY COMPANY: AEP/SWEPED

APPLICANT NAME: Richard L. Grubbs APPLICANT PHONE: (479) 790-1122  
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed\*\*)

\*\* Lot 6, Block 1 Northpoint S/D Fayetteville Arkansas

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

### UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.  
(State the location, dimensions, and purpose below.)

This is not SWEPED service Aeria

- ☐ No objections provided the following conditions are met:

Kenny Sullivan

Signature of Utility Company Representative

South Western Electric Power Right of Way Agent.

Title



## ADJACENT PROPERTY OWNER NOTIFICATION FORM

### FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 9-12-06

Address / location of vacation: Lot 6, Block 1 Northpoint S/D Fayetteville AR

Adjacent property address: 1308 Drake Street, Fayetteville AR

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

#### REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

Easement reduction on north side of lot as shown on survey.

(Include legal description and graphic representation of what is being vacated)

#### ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joe Crouch Crouch Limited Partnership  
Name of Adjacent Property Owner (printed)

B. Crouch  
Signature of Adjacent Property Owner

Richard L. Grubbs  
Applicant Name

## ADJACENT PROPERTY OWNER NOTIFICATION FORM

### FOR RIGHT-OF-WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 9-12-06

Address / location of vacation: Lot 6, Block 1 Northpoint S/D Fayetteville AR

Adjacent property address: Lot 5, Block 1 Northpoint S/D Fayetteville AR

Lot: 5 Block: 1 Subdivision: Northpoint S/D

#### REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

Easement reduction on north side of lot as shown on survey.

(Include legal description and graphic representation of what is being vacated)

#### ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

Monroe Looney, LLC  
Name of Adjacent Property Owner (printed)

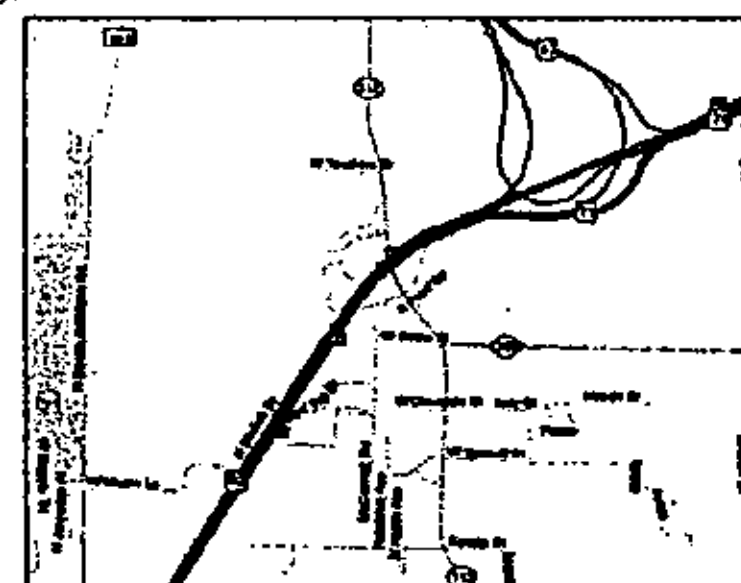
[Signature]  
Signature of Adjacent Property Owner

Richard L. Grubbs  
Applicant Name

# EASEMENT VACATION

YAB-98-2290, Grubbs  
Page 19 of 22

INTERSTATE 640 (ON-RAMP)



VICINITY MAP

765-15840-000  
CROUCH LTD. PTNSHP.  
1030 E. GLENN LANE  
FAYETTEVILLE, AR 72703

## SURVEY NOTES

UTILITIES VISIBLE AT THE TIME OF THE SURVEY, INCLUDING THOSE MARKED BY ARKANSAS ONE-CALL, WERE LOCATED, AS SHOWN ON THIS SURVEY PLAT.

NO EASEMENT RESEARCH WAS PERFORMED BY THIS COMPANY IN PREPARATION OF THIS SURVEY PLAT. ALL EASEMENTS SHOWN ON THE PLAT ARE AS PER THE FINAL PLAT OF NORTH POINT SUBDIVISION, ON FILE IN THE RECORDS OF THE WASHINGTON COUNTY, ARKANSAS CIRCUIT CLERK'S OFFICE AT PLAT BOOK 11, PAGE 74.

POINT CIRCLE IS RATED AS AN "UNCLASSIFIED" STREET AS PER THE CITY OF FAYETTEVILLE, ARKANSAS MASTER STREET PLAN, AS DETERMINED FROM DATA PUBLISHED ON THE FAYETTEVILLE G.I.S. WEBSITE.

THE SUBJECT PROPERTY IS CURRENTLY ZONED C-2 (THOROUGHFARE COMMERCIAL).

FRONT SETBACKS: 50'  
SIDE SETBACKS: 0'  
SIDE WHEN CONTIGUOUS TO RESIDENTIAL: 15'  
REAR SETBACKS: 20'

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.

Building area. On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

THIS PROPERTY DOES NOT LIE WITHIN ZONE "AIAE" (SPECIAL FLOOD HAZARD AREAS INUNDED BY 100-YEAR FLOOD) AS DETERMINED FROM THE "2001 FLOOD DATA" AS PUBLISHED ON THE FAYETTEVILLE, ARKANSAS G.I.S. WEBSITE.

(P) = A RECORD DIMENSION FROM THE FINAL PLAT OF NORTH POINT SUBDIVISION, ON FILE IN THE RECORDS OF THE WASHINGTON COUNTY, ARKANSAS CIRCUIT CLERK'S OFFICE AT PLAT BOOK 11, PAGE 74.

- EXISTING IRON
- CONCRETE MONUMENT
- ⌵ FIRE HYDRANT
- ⌵ WATER VALVE
- SANITARY SEWER MANHOLE
- GAS METER
- ◆ FIBER OPTIC SIGN
- TELEPHONE MANHOLE
- ⌵ UTILITY POLE
- STORMWATER MANHOLE
- GUY WIRE
- OVERHEAD ELECTRIC/CABLE TV
- BURIED GAS LINE
- BURIED FIBER-OPTIC
- BURIED TELEPHONE
- BURIED WATER LINE
- CENTERLINE OF ROAD
- BOUNDARY LINE
- SETBACK LINE
- EASEMENT/R.O.W.



LOT 6  
31892.2± SQ. FT.  
0.72± ACRES

765-17436-000  
RICHARD LEE GRUBBS, JR.  
11294 N. HIGHWAY 170  
FARMINGTON, AR 72730

765-17435-000  
MONROE NORTH POINT, LLC

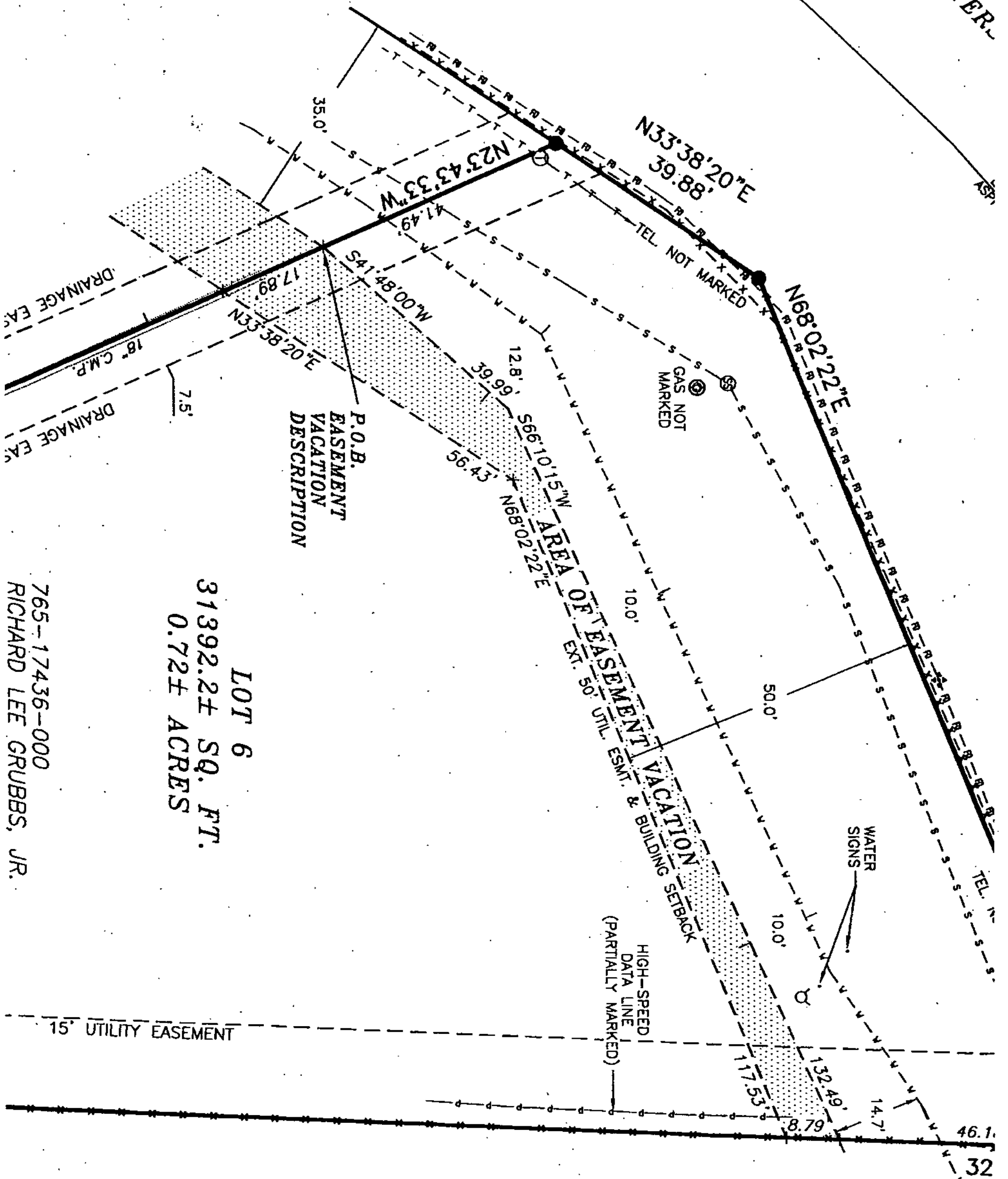
## EASEMENT VACATION DESCRIPTION

A PORTION OF AN EXISTING FIFTY (50) FOOT WIDE UTILITY EASEMENT WHICH IS A PART OF LOT NUMBERED SIX (6) IN BLOCK NUMBERED ONE (1) OF NORTHPOINT 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT AN EXISTING IRON AT THE NORTHWEST CORNER OF SAID LOT SIX (6); THENCE S23°43'33"E 41.48 FEET ALONG THE WEST LINE OF SAID LOT SIX (6) TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF SAID LOT SIX (6) S23°43'33"E 17.89 FEET TO A POINT ON THE SOUTH LINE OF SAID EXISTING FIFTY (50) FOOT WIDE UTILITY EASEMENT; THENCE LEAVING THE WEST LINE OF SAID LOT SIX (6) ALONG THE SOUTH LINE OF SAID EXISTING UTILITY EASEMENT N33°38'20"E 58.43 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID EXISTING UTILITY EASEMENT N68°02'22"E 117.83 FEET TO A POINT ON THE EAST LINE OF SAID LOT SIX (6); THENCE N02°34'50"E 8.79 FEET ALONG THE EAST LINE OF SAID LOT SIX (6); THENCE LEAVING THE EAST LINE OF SAID LOT SIX (6) S68°02'22"W 123.68 FEET; THENCE S41°48'00"W 53.78 FEET TO THE POINT OF BEGINNING.

## SURVEY DESCRIPTION

LOT NUMBERED SIX (6) IN BLOCK NUMBERED ONE (1) OF NORTHPOINT 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.





765-17436-000  
RICHARD LEE GRUBBS, JR.



VAC06-2290

Close Up View

# GRUBBS



SUBJECT PROPERTY

LIMIT OF DETAILED STUDY

R-A

C-2

Overview

### Legend

- |                    |                                     |                  |
|--------------------|-------------------------------------|------------------|
| ○ Overlay District | — FLOODWAY                          | — 500 YEAR       |
| ○ Overlay District | — 100 YEAR                          | — LIMIT OF STUDY |
|                    | — BaseLine Profile                  |                  |
|                    | □ Fayetteville                      |                  |
|                    | □ Outside City                      |                  |
|                    | ■ VAC06-2290                        |                  |
|                    | ■ vector.GDB.Footprint_2004         |                  |
|                    | ■ Hillside-Hilltop Overlay District |                  |

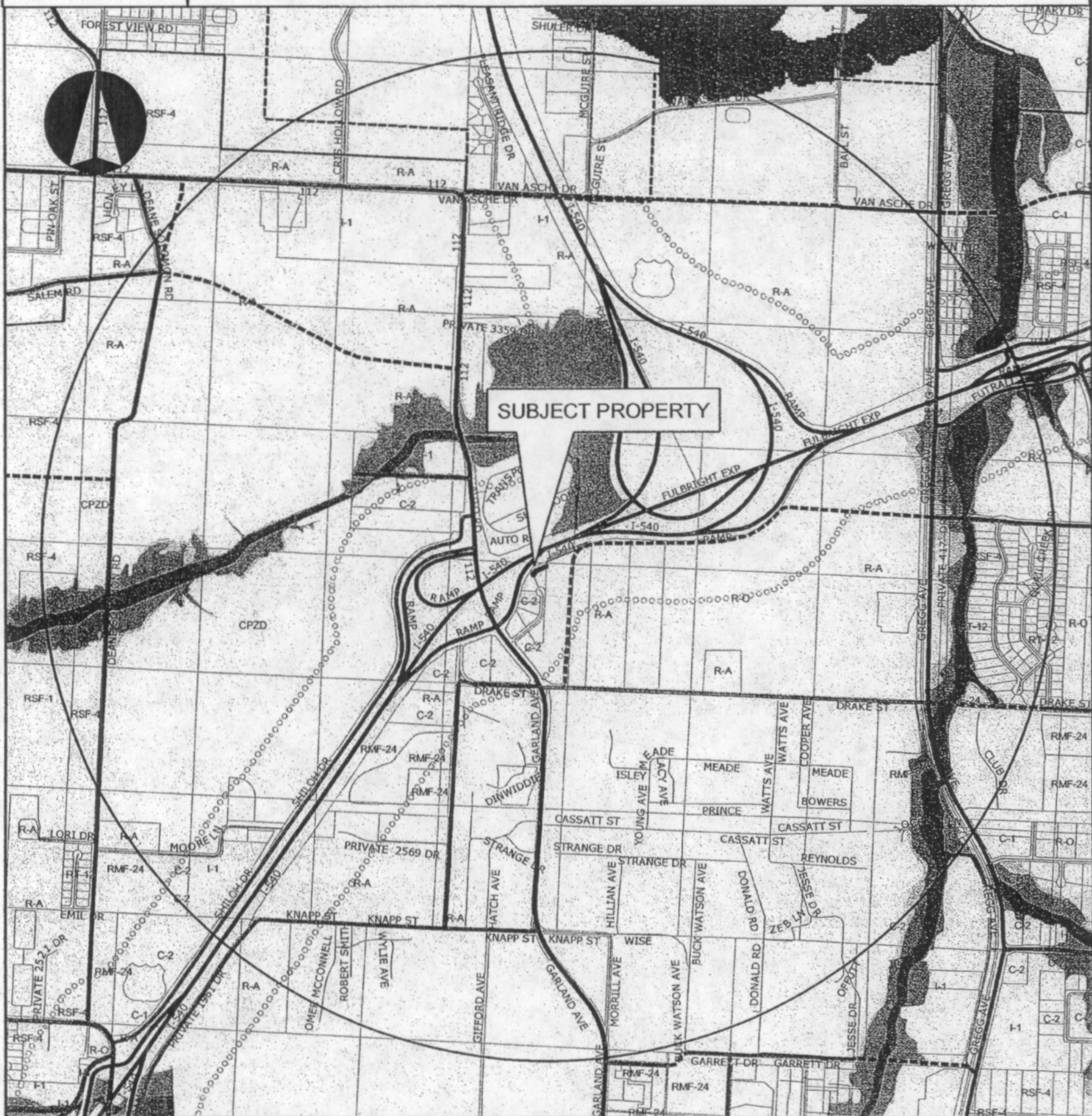
0 37.5 75 150 225 300 Feet



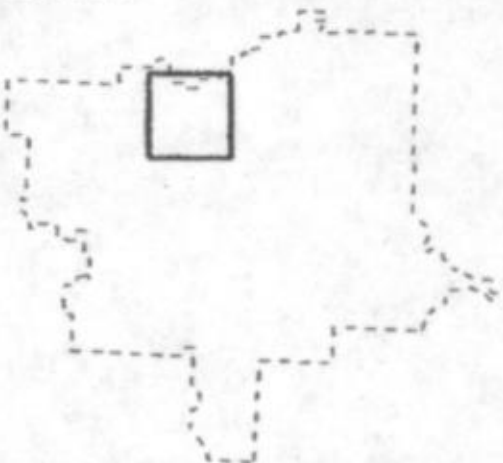
VAC06-2290

One Mile View

# GRUBBS



Overview



Legend

Subject Property

VAC06-2290

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

21-Nov-06  
City Council Meeting Date

Tim Conklin  
Submitted By

Long Range Planning  
Division

Operations  
Department

Action Required:

ADM 06-2252 (Future Land Use Map): Resolution to adopt the Future Land Use Map and associated text as part of the City Plan 2025 comprehensive land use plan.

|                      |                         |                                 |
|----------------------|-------------------------|---------------------------------|
| \$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

☐

 11.3.06  
Department Director Date

Previous Ordinance or Resolution # n/a

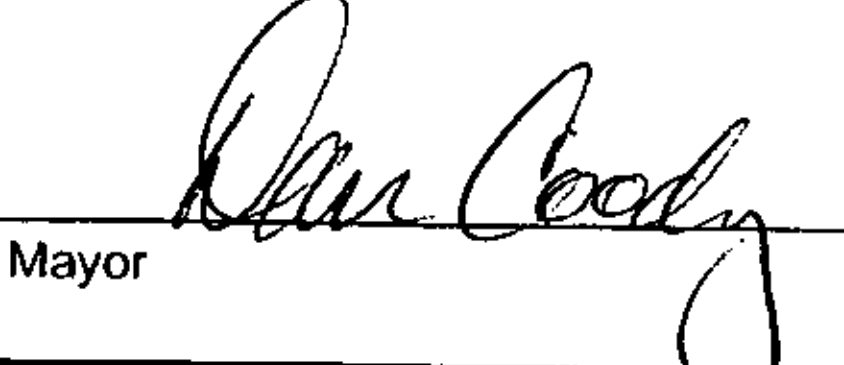
Original Contract Date: n/a

Original Contract Number: n/a

 11/7/06  
City Attorney Date

 11-7-06  
Finance and Internal Service Director Date

Received in City Clerk's Office  
ENTERED 11-30-06

 11/7/06  
Mayor Date

Received in Mayor's Office  
ENTERED 11/7/06

Comments:

## **CITY COUNCIL AGENDA MEMO**

**To:** Mayor and City Council

**Thru:** Gary Dumas, Director of Operations *GD*  
Tim Conklin, Planning and Development Management Director *T.C.*

**From:** Karen Minkel, Senior Long Range Planner *K.M.*

**Date:** October 31, 2006

**Subject:** Future Land Use Map (ADM 06-2252)

### **RECOMMENDATION**

Planning Staff recommends approval of a resolution to adopt the Future Land Use Map and associated text as part of the City Plan 2025 comprehensive land use plan.

### **BACKGROUND**

City Council adopted the Interim Future Land Use Map on July 17, 2006 (Resolution No. 123-06). During that meeting, both the Planning Commission and City Council directed staff to revise the Interim Future Land Use Map, so that the map reflected the principles and goals in City Plan 2025. The Future Land Use Map adopted in 2000 (Resolution No. 170-00) reflects the existing zoning pattern utilized by the City in its current zoning policies. The Interim Future Land Use Map also reflects this pattern, with the addition of Planned Zoning Districts and Complete Neighborhood Plans.

The proposed Future Land Use Map utilizes City Plan 2025, City GIS data and analyses conducted by the Nature Conservancy and the Fayetteville Natural Heritage Association (FNHA). Rather than separating uses, City Plan 2025 promotes a form-based development pattern, incorporating key elements from the SmartCode, which utilizes a "sequence of environments...that...identify a set of habitats that vary by their level and intensity of urban character..."



Most cities that incorporate the SmartCode into conventional zoning regulations do so incrementally by adopting Master Plans for a discrete area; Fayetteville's Downtown Master Plan is an example of an incremental adoption of a form-based code. Leander, Texas, however, has applied the SmartCode to the entire city, replacing conventional zoning ordinances, and Miami, Florida is in the process of creating a form-based code that applies to all of Miami.



City Council Meeting of November 21, 2006  
Agenda Item Number\_\_

Planning staff first identified the areas from the SmartCode transect that seemed appropriate for Fayetteville's current development patterns and the vision for development patterns as expressed in City Plan 2025. These area descriptions were then modified to address Fayetteville's resources and development characteristics. The areas are:

- Natural Areas
- Rural Areas
- Residential Neighborhood Areas
- City Neighborhood Areas
- Urban Center Areas
- Complete Neighborhood Plan Areas
- Civic and Private Open Space Areas/Parks
- Civic Institutional Areas
- Non-Municipal Government Areas
- Industrial Areas

\*See detailed descriptions in the attached explanation.

GIS data provided information on floodways, hillsides and platted subdivisions. FNHA's analysis of environmental resources identified the most environmentally valuable aquatic and terrestrial resources in the City and Planning Area, which guided the Natural Area designations.

### **DISCUSSION**

The area designations are consistent with City Plan 2025. City Neighborhood Areas and Urban Center areas generally reflect the infill and intended growth sectors on the City Plan 2025 Sector Map. Natural Areas reflect areas where permanent land conservation easements would be desirable, possibly through a transfer of development rights program. Rural Area designations show agricultural land that could qualify as a "sending" area in a transfer of development rights program or land that lacks adequate infrastructure and service to allow urban development at this time. These designations are expected to complement and enhance other initiatives in City Plan 2025 such as a transfer of development rights program and a comprehensive annexation policy. Staff recommends that the Planning Commission and Council review the Future Land Use map annually in order to reflect changing circumstances and policies.

The Planning Commission voted 6-1-0 in favor of this request on October 23, 2006. Commissioner Trumbo voted against forwarding the map, stating that he wanted the Commission to have more time to consider the rural/residential balance as it would affect a number of property owners in the Planning Area. The Commissioners also recommended adding text that emphasized the City's encouragement and desire for "green" industry. Overall, the Commission felt that the map reflected the goals outlined in City Plan 2025 and specifically requested that the City Council receive the section of the minutes that conveyed the Commission's discussion of the Future Land Use Map.

**BUDGET IMPACT**

None.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING THE FUTURE LAND USE MAP  
AND ASSOCIATED TEXT AS PART OF THE CITY PLAN 2025  
COMPREHENSIVE LAND USE PLAN FOR 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 adopts the Future Land Use Map and associated text as part of the City  
Plan 2025 comprehensive land use plan for the City of Fayetteville.

**PASSED and APPROVED** this 21<sup>st</sup> day of November, 2006.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

**DRAFT**



# 12

## Guiding Policies



- 12.1 Future Land Use Plan
- 12.2 Master Street Plan
- 12.3 Annexation

**CITY  
PLAN  
2025**

ADM 05-2252 Future Land Use Map  
Page 6 of 6

<http://cityplan2025.accessfayetteville.org>



## 12.1 FUTURE LAND USE PLAN

### 12.1.1 Introduction

Rather than separating uses, the Future Land Use Map promotes a form-based development pattern, incorporating key elements from the SmartCode, which utilizes a "sequence of environments...that...identify a set of habitats that vary by their level and intensity of character..."

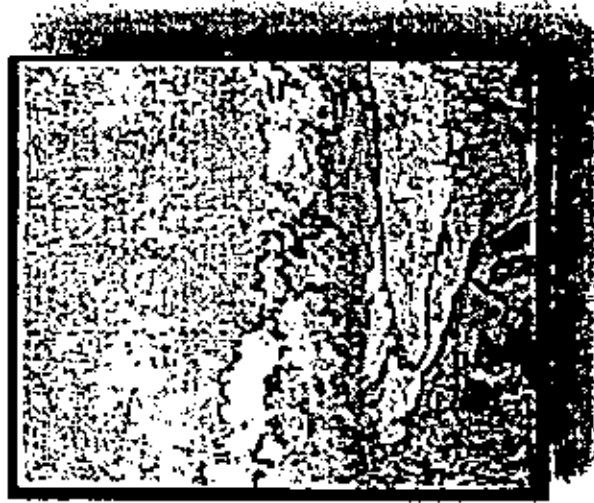


Planning staff first identified the areas from the SmartCode transect that seemed appropriate for both Fayetteville's current development patterns and the vision for development patterns as expressed in City Plan 2025. These area descriptions were then modified to address Fayetteville's resources and development characteristics. The areas are:

- Natural Areas
- Rural Areas
- Residential Neighborhood Areas
- City Neighborhood Areas
- Urban Center Areas
- Complete Neighborhood Plan Areas
- Civic and Private Open Space Areas/Parks
- Civic Institutional Areas
- Non-Municipal Government Areas
- Industrial Areas

Each area is defined on the following pages and accompanied by examples and guiding policies. The Future Land Use Map will be formally reviewed and updated by the Planning Commission and City Council annually to reflect policy decisions and changing circumstances.

## 12.1.2 Future Land Use Map Designations



### Natural Areas:

*Natural Areas* consist of lands approximating or reverting to a wilderness condition, including lands with limited development potential due to topography, hydrology, vegetation or its value as an environmental resource. An environmental resource could include stream and wildlife corridors, and a *Natural Area* designation would establish a buffer that prevents degradation of these areas. This area requires conservation and preservation in any development pattern.

### Guiding Policies:

- Preserve a network of habitat and open space, protecting biodiversity and enhancing the City's quality of life.
- Preserve native vegetation and meet the habitat needs of multiple species.
- Encourage recreational and educational opportunities in appropriate areas to enhance appreciation for existing environmental resources.
- Identify areas of environmental concern and protect and preserve environmental resources.

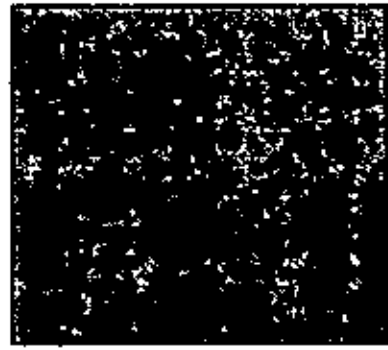
Clabber Creek



Lake Wilson



CITY  
PLAN  
2025

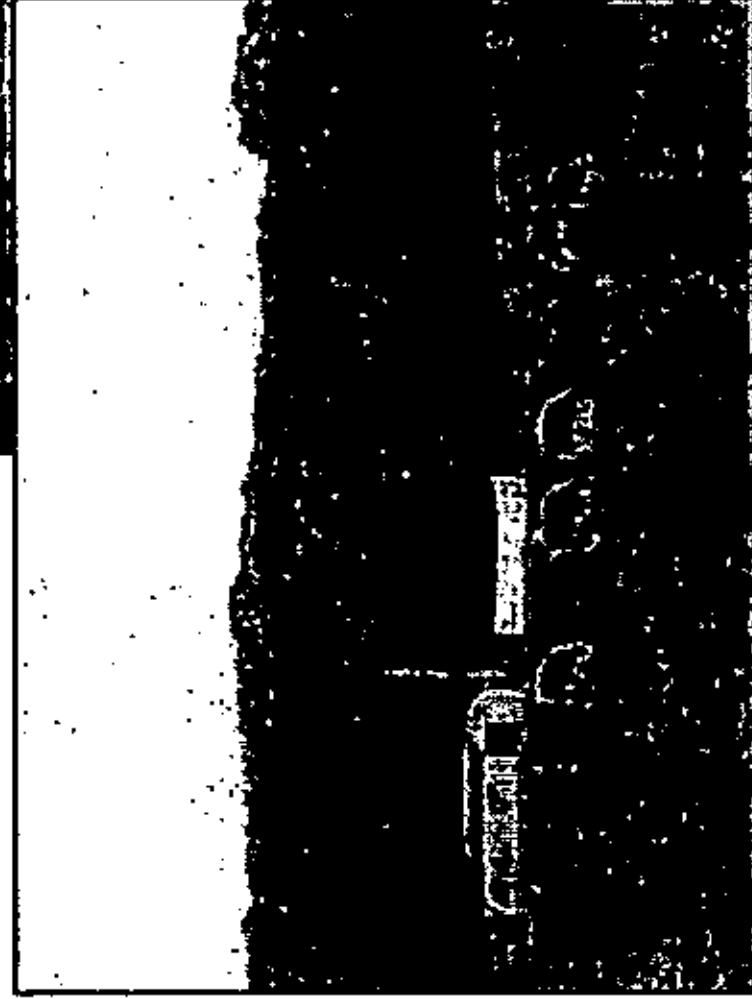


**Rural Areas:**

*Rural Areas* consist of lands in an open or cultivated state or sparsely settled. These may include woodland, agricultural lands or grasslands. These areas only have infrastructure and public services to support low-density zoning (i.e. 1 home per 15 acres or more). They do not have adequate transportation or public services to support urban development patterns at this time. Developments in these areas are not in close proximity to commercial services. This area encourages conservation and preservation in any development pattern.

#### **Guiding Policies:**

- a. Conserve open space and protect areas of significant riparian benefit, tree canopy and other environmental resources through cluster development provisions, density controls, protective easements and/or other development tools.
- b. Allow and encourage historical agricultural and related uses to continue and to occur as permanent land uses within planned development.
- c. If developed, encourage alternative development patterns to achieve compatibility with surrounding rural areas.



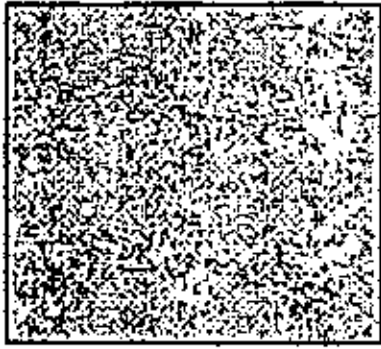
**Molly Wagon Road**



**Archer Farm**

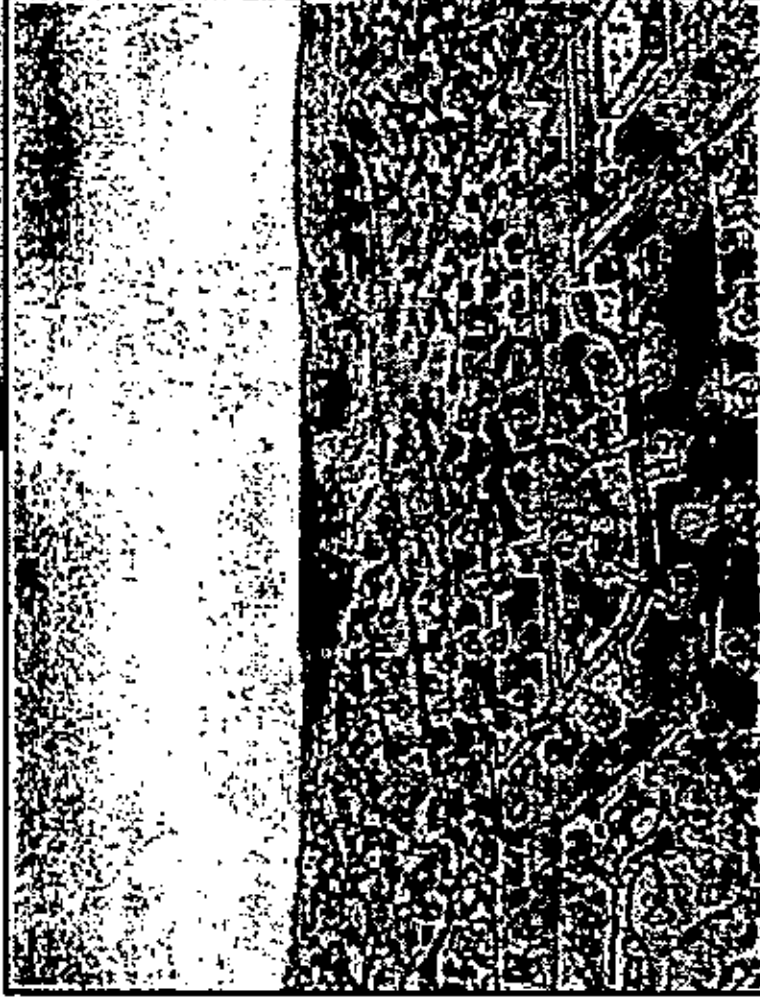
**CITY  
PLAN  
2025**





### *Residential Neighborhood Areas:*

*Residential Neighborhood Areas* are almost exclusively residential in nature with naturalistic planting and conventional setbacks. This designation may have large blocks and irregular roads to accommodate natural conditions. This zone recognizes conventional subdivision development but encourages traditional neighborhood development that incorporates low-intensity non-residential uses. Developments should have a strong sense of connectivity where appropriate.



Recognized: Conventional  
Subdivision Development



Encouraged: Complete, Compact,  
Connected Development

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PLAN  
2025



### Guiding Policies:

- a. Where possible, encourage a block-and-street layout that promotes walkable, cyclist-friendly road designs with slow design speeds.
- b. Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.
- c. Discourage design elements that prohibit complete, compact and connected neighborhoods such as cul-de-sacs, gated communities, etc.
- d. Protect and restore Fayetteville's outstanding residential architecture of all periods and styles.
- e. Encourage a development scale to maintain compatibility and proportionality between nonresidential and residential land uses.
- f. Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation.
- g. Site new residential areas accessible to roadways, alternative transportation modes, community amenities, schools, infrastructure, and retail and commercial goods and services.
- h. Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness.
- i. Evaluate street design standards to provide context-sensitive streets, allowing for efficient access to commercial and residential areas for vehicles, pedestrians and cyclists.

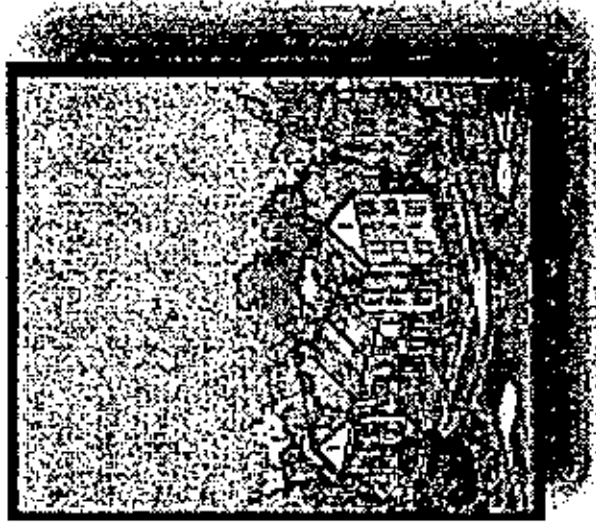


Asbell Neighborhood



Mt. Sequoyah Neighborhood

CITY  
PLAN  
2025



### City Neighborhood Areas:

*City Neighborhood Areas* are a denser and primarily residential urban fabric. Mixed and low-intensity nonresidential uses are usually confined to corner locations. These areas have a wide range of residential building types: single, sideyard and rowhouses. Setbacks and landscaping are variable. Streets typically define medium-sized blocks with a high level of connectivity between neighborhoods. *City Neighborhood Areas* recognize conventional strip commercial developments but encourage complete, compact and connected neighborhoods.

### Guiding Policies:

- a. Protect adjoining properties from the potential adverse impacts associated with non-residential uses adjacent to and within residential areas with proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, drainage, and effects on property values.
- b. Provide non-residential uses that are accessible for the convenience of individuals living in residential districts and where compatibility with existing desirable development patterns occurs.
- c. Reduce the length and number of vehicle trips generated by residential development by enhancing the accessibility to these areas; encourage walkability as part of the street function. Neighborhood shopping should be within walking distance of residential use, or approximately one-quarter mile.
- d. Encourage developers to designate and plan for mixed-use corners at the time of approval to properly plan for accessibility to these areas.
- e. Encourage pedestrian-friendly, mixed-use buildings through the use of transparent glass for commercial uses at street level and building entrances that address the street.



Charleston Place



Washington-Willow



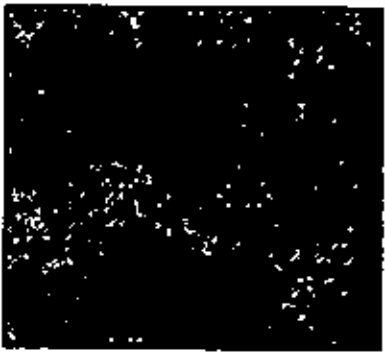
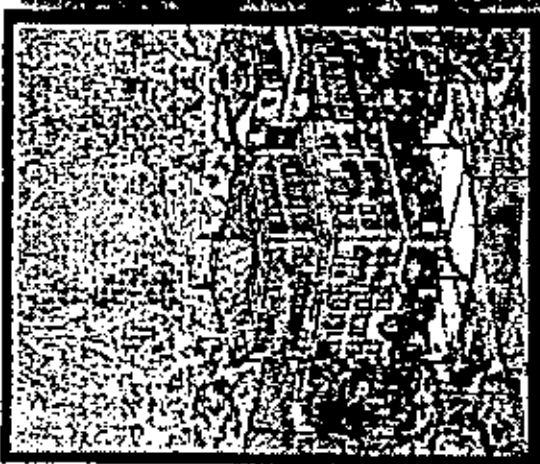
- f. Where possible, encourage a block-and-street layout that promotes walkable, cyclist-friendly road designs with slow design speeds.
- g. Encourage mixed-use development that is sensitive to surrounding residential uses and allows for day and night utilization of available parking.
- h. Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.
- i. Protect and restore Fayetteville's outstanding residential architecture of all periods and styles.
- j. Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation.
- k. Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.
- l. Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness.
- m. Limit uses within City Neighborhood areas to those that primarily serve residents of Fayetteville rather than a regional population.
- n. Develop strategies with the University of Arkansas to encourage students to live in the area, providing density sufficient to support public transit.



Downtown Neighborhood

CITY  
PLAN  
2025



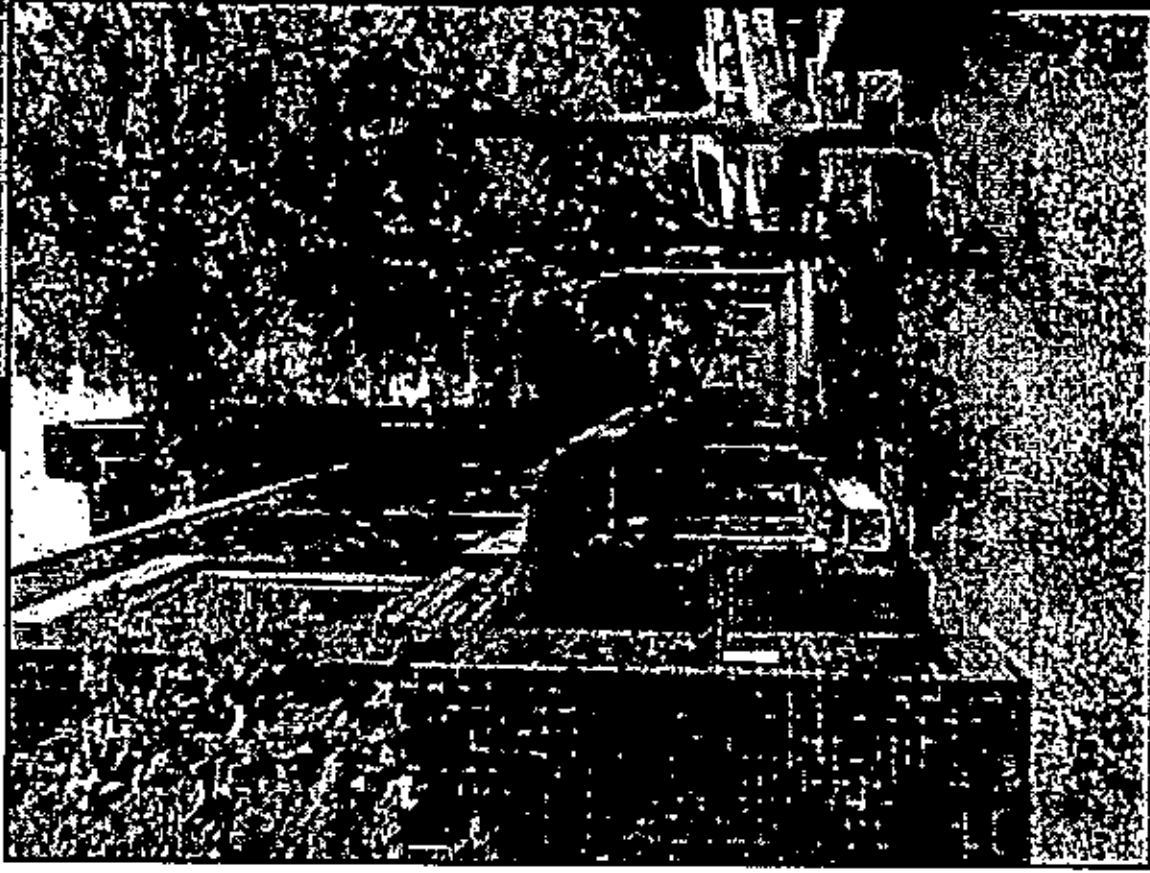


### *Urban Center Areas:*

*Urban Center Areas* are the equivalent of a main street, including building types that accommodate retail, offices, rowhouses and apartments. They are usually a tight network of streets, with wide sidewalks, steady street planting and buildings set close to lot frontages. These areas contain taller buildings and have the most intense and dense development patterns within the City, as well as the greatest variety of buildings, with unique civic buildings in particular. *Urban Center Areas* recognize conventional strip development, but encourage the redevelopment of these existing properties for more efficient use of the land.

### *Guiding Policies:*

- a. Encourage mixed-use development to allow for shared parking and day and night utilization of available parking.
- b. Encourage intensive mixed-use development within one-quarter mile of public transit routes.
- c. Provide enough retail business and service space to enable Fayetteville to realize its full potential as a regional market.
- d. Encourage continuing improvements and expansion of regional shopping and entertainment attractions.
- e. Require that large commercial sites be designed and landscaped in a manner that preserves the aesthetic character of their surroundings.
- f. Direct new regional development into designated regional commercial centers.
- g. Approve new regional commercial development as Planned Zoning Districts (e.g. shopping centers, business parks, medical parks, industrial parks and mixed-use developments) or complete neighborhood plans in order to assure the overall integration of design and use.
- h. Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.

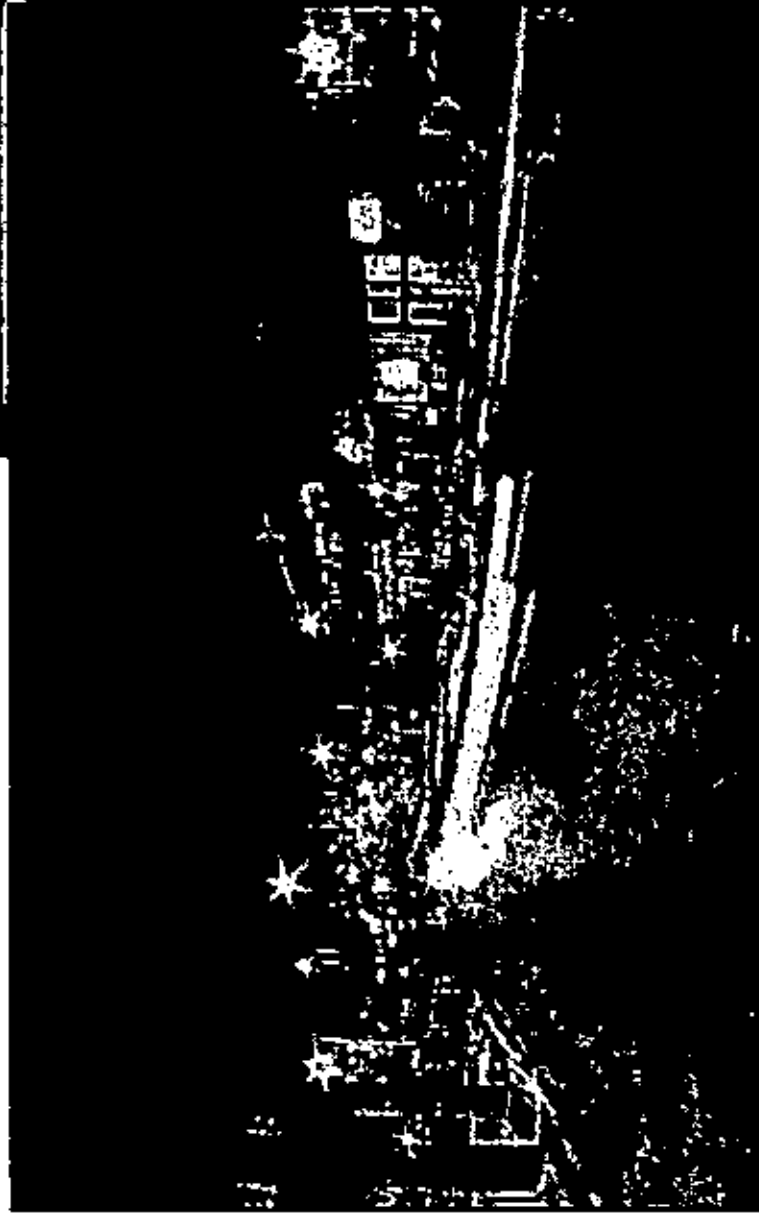


### *The Square*

**CITY  
PLAN  
2025**

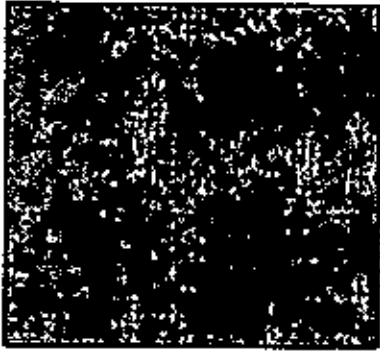


- i. Protect and restore Fayetteville's outstanding residential architecture of all periods and styles.
- j. Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation.
- k. Utilize open space by providing pocket parks and community green space, creating connectivity of natural areas across the community.
- l. Encourage the integration of modern "green" industrial uses with residential and commercial uses.



Dickson Street

CITY  
PLAN  
2025



### Civic and Private Open Space/Park Areas

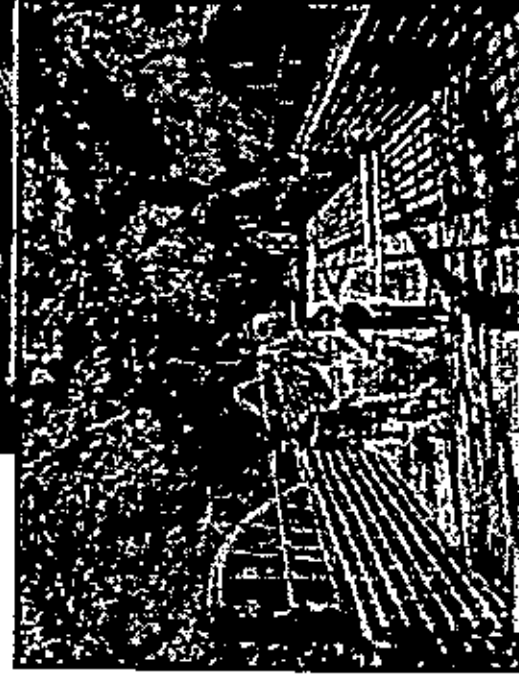
*Civic and Private Open Space/Park Areas* are sites that are permanently dedicated to open space or parkland.

#### Guiding Policies:

- a. Encourage parkland dedication and conservation easements for trails that support the Fayetteville Alternative Trails and Transportation Plan, the 10-Year Parks Master Plan and the enduring green network.
- b. Provide an integrated network of open space areas throughout the City to serve local residents as well as provide a regional asset and visitor attraction.
- c. Plan for the long-term preservation and enhancement of open space (including undeveloped natural areas, utility corridors, and key scenic corridors) within the Fayetteville green network.
- d. Conserve open space within the Fayetteville green network through private acquisition and other acceptable conservation methods.
- e. Encourage the creation of connected trails and walkways between community activity areas and neighborhoods and enhance with kiosks and rest stations.
- f. Encourage community-based "green" infrastructure such as rain gardens, vegetated drainages and bio-retention facilities.
- g. Encourage pocket parks, especially in the urban center areas.

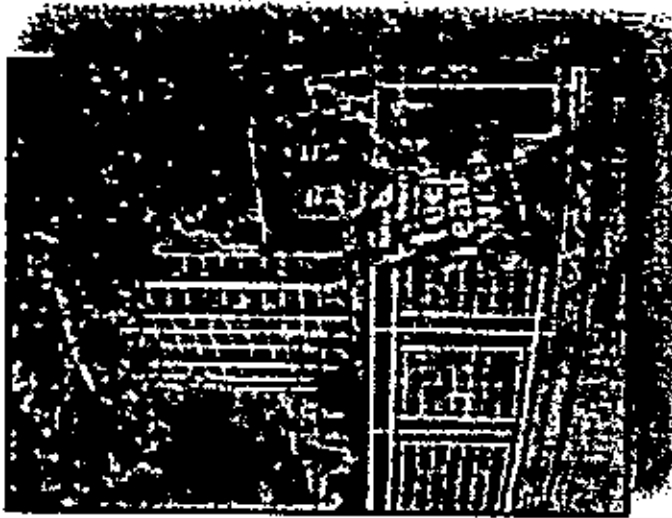


Confederate Cemetery



Lake Fayetteville  
Spillway Bridge



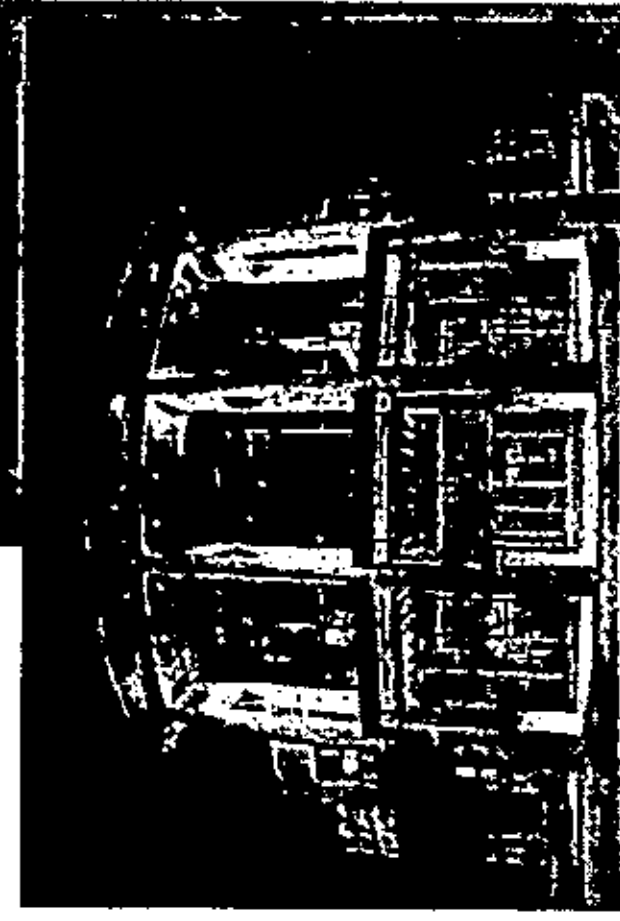


Civic Institutional Areas:

*Civic Institutional Areas* are dedicated for buildings generally operated by not-for-profit organizations dedicated to culture, government, education or transit and municipal parking.

**Guiding Policies:**

- a. Encourage the establishment of civic institutional areas in locations that would serve large concentrations of Fayetteville citizens.



Blair Library



Boys and Girls Club

CITY  
PLAN  
2025

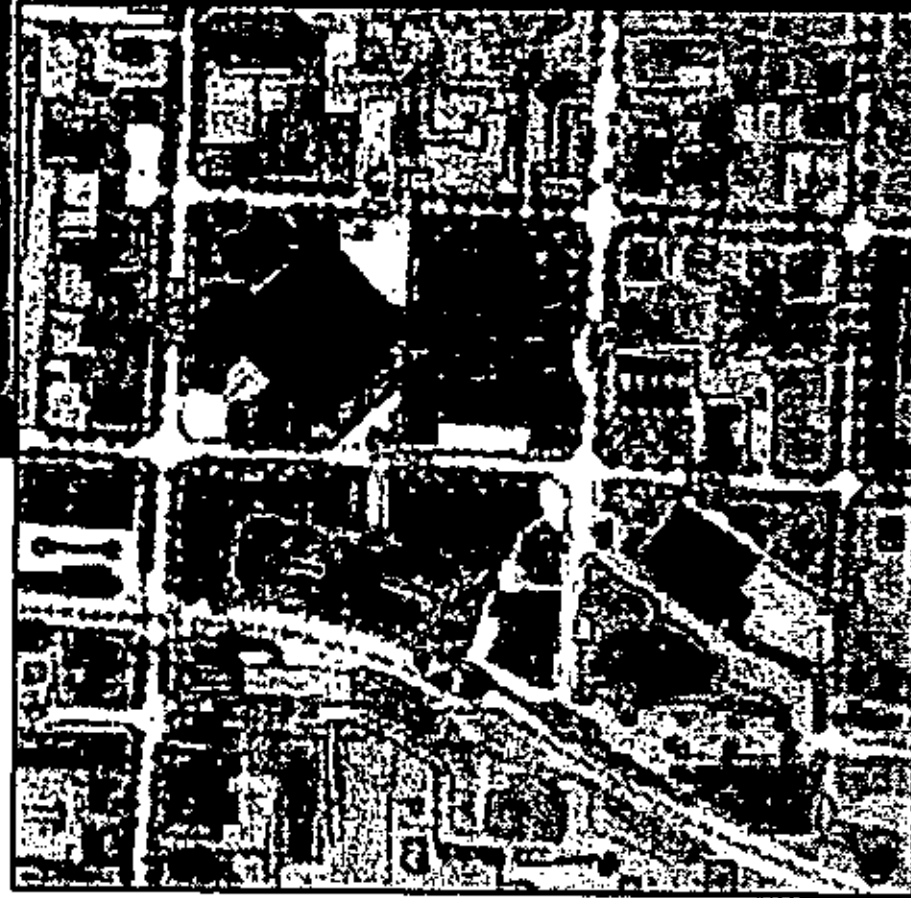


**b. Complete Neighborhood Areas:**

*Complete Neighborhood Plan Areas* are areas that have a Master Development Plan that has been approved by the City Council and includes the elements of a complete, compact and connected neighborhood.

**Guiding Policies:**

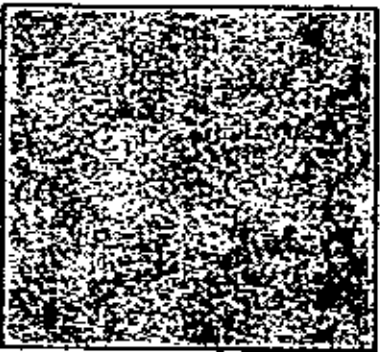
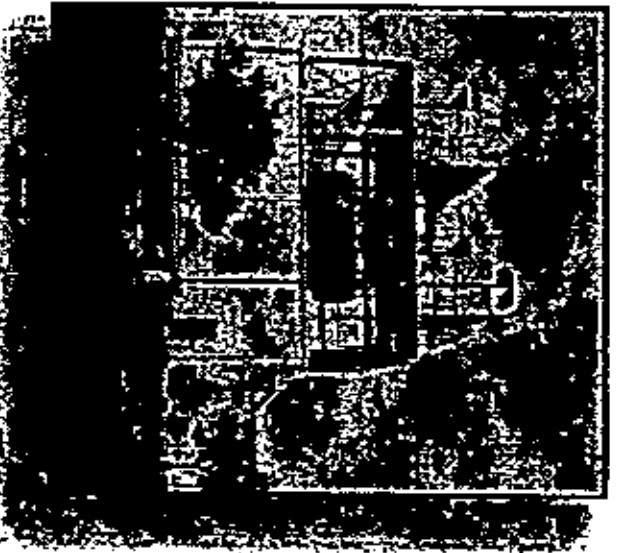
- a. Refer to the specific neighborhood plan (e.g. Downtown Master Plan Res. 140-04).



Downtown Master Plan





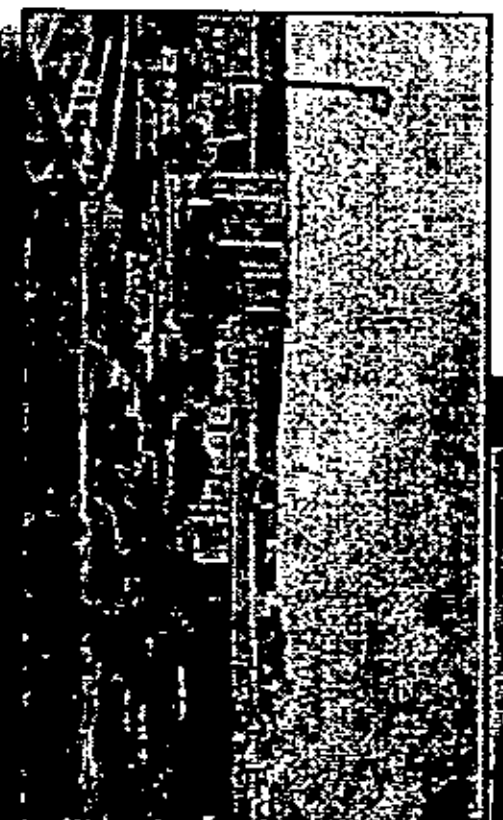


Industrial Areas:

*Industrial Areas* are those areas with buildings that by their intrinsic function, disposition or configuration, cannot conform to one of the other designated areas and/or its production process requires the area to be separated from other uses.

**Guiding Policies:**

- Noise, visual, air and water pollution shall be minimized through performance standards.
- New industry shall be recruited and encouraged to locate within the existing industrial park unless rail access is necessary to the industry.
- Industrial zones that are not consistent with the Future Land Use map should be rezoned to more appropriate uses.
- Industrial rezoning requests shall be limited until such time as all current available industrial land is fully utilized.
- Encourage the use of "green" technologies to minimize noise, air and water pollution.

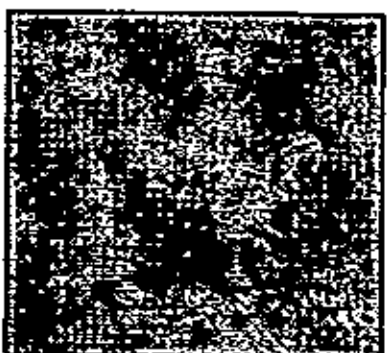


Lyson Plant



Industrial Park

**CITY  
PLAN  
2025**



Non-Municipal Government Areas:

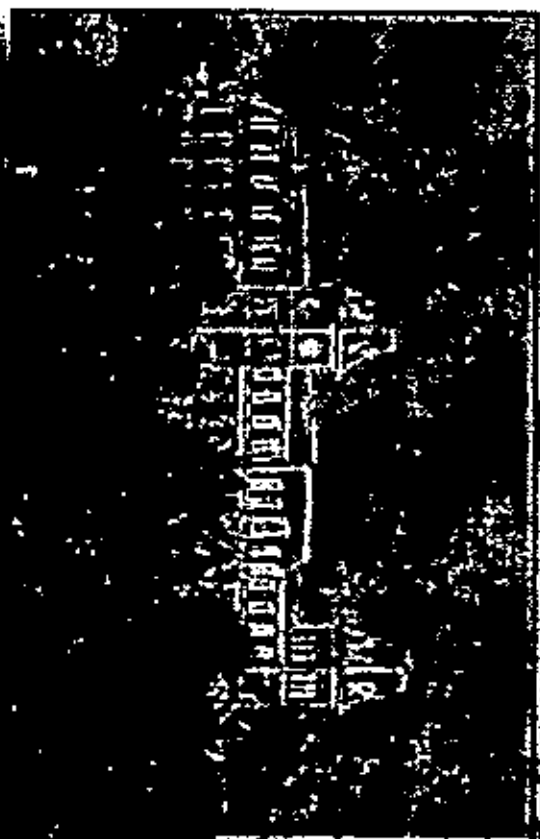
*Non-Municipal Government Areas* are those areas that do not fall within the City's jurisdiction and are not subject to zoning or development regulations. These areas may include institutional campuses, county or state offices, etc.

**Guiding Policies:**

- a. Encourage the integration and coordination of non-municipal government areas with planning and development in surrounding City-regulated areas,
- b. Provide opportunities for integration of the areas into the City should the existing non-municipal government ever change, adding street connections, pedestrian and utility connections.



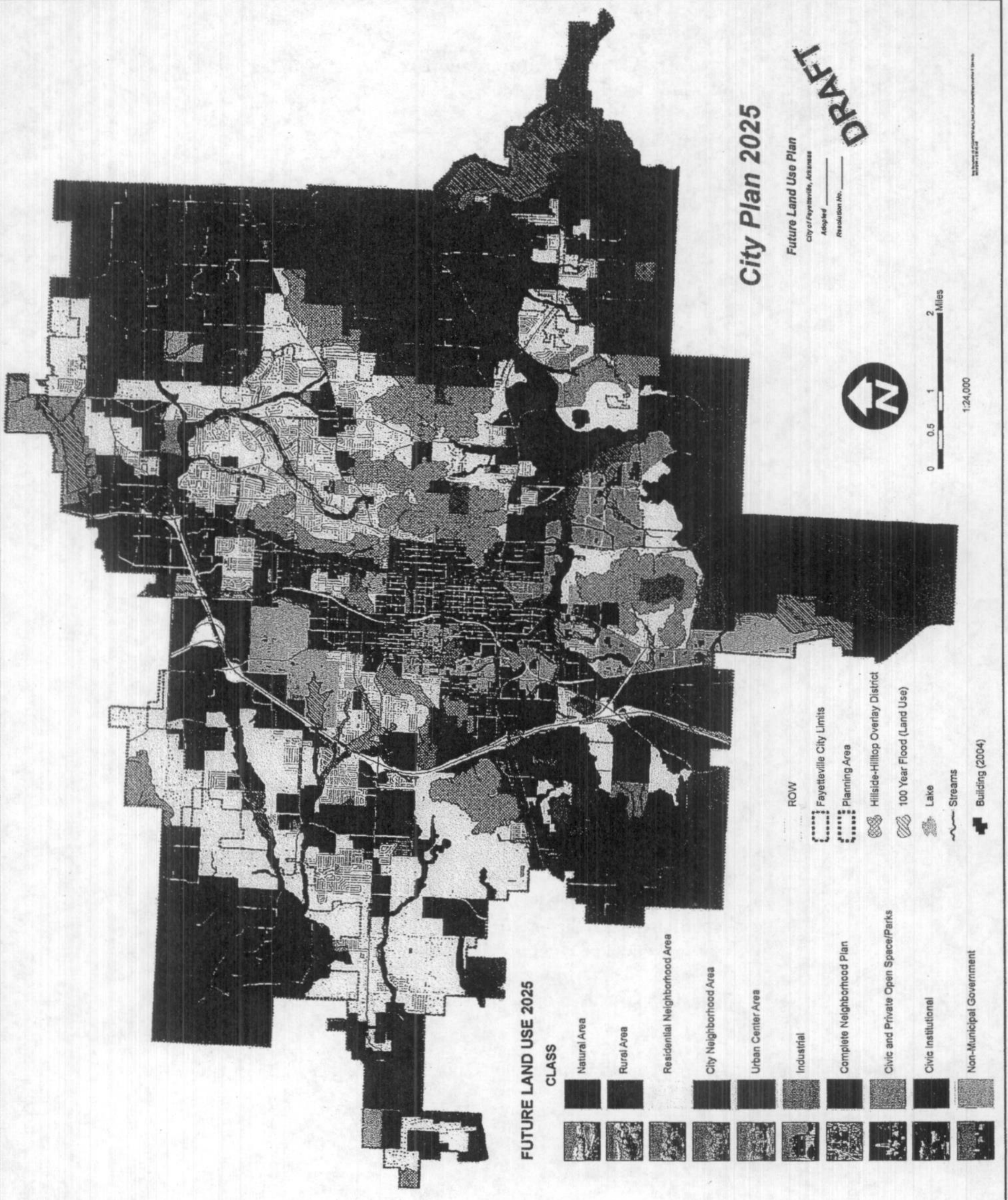
Drake Field



University of Arkansas

**CITY  
PLAN  
2025**





**FUTURE LAND USE 2025**

**CLASS**

- Natural Area
- Rural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Urban Center Area
- Industrial
- Complete Neighborhood Plan
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government

- ROW
- Fayetteville City Limits
- Planning Area
- Hillside-Hilltop Overlay District
- 100 Year Flood (Land Use)
- Lake
- Streams
- Building (2004)

**City Plan 2025**

**Future Land Use Plan**

City of Fayetteville, Arkansas  
 Adopted \_\_\_\_\_  
 Resolution No. \_\_\_\_\_

**DRAFT**



1:24,000

Map prepared by City of Fayetteville, Arkansas  
 Date: 06-22-2004



*Planning Commission*  
*October 23, 2006*  
*Page 1 of 15*

**ADM 06-2252: Administrative Item (Future Land Use Map):** Submitted by Planning Staff to amend the Interim Future Land Use Map.

Anthes: We have Mrs. Minkel with us.

Minkel: I'm going to walk through this for the benefit of the public. Most of you recall the history of this, but on July 17, 2006 the City Council and Planning Commission had a joint meeting and the outcome of that meeting was that the City Plan 2025 was approved and adopted. As part of that meeting, both bodies requested staff to look at the Future Land Use Map and go back to it and make sure that it embodied the principles and goals of City Plan 2025. I think I speak for the collective memory of the planning staff that this is one of the projects that they think that everyone in planning staff has actually touched it and evaluated it, to make sure that it was consistent with our general plan. In doing research around this map, I realized that most cities actually incorporate the Smart Code into their cities incrementally and will do something similar to what we did with the Downtown Master Plan. That they apply it to a discrete area. So, this was an interesting exercise, that we were applying it to a much larger area and a larger scale. As you remember, one of the goals in the City Plan 2025 was to do a series of complete neighborhood plans and that hasn't been forgotten and you will notice on the map that the Downtown Master Plan is identified as a complete neighborhood plan and the goal would be to keep adding complete neighborhood plans to this map. We have identified areas within the Smart Code Transect that would seem appropriate for Fayetteville's current development pattern and also for the vision. I'll walk through those different areas briefly. In the first area, is the Natural Area. If you move through your packet there is a description of that, and each of these areas will be identified from an image from the transect that was used in the City Plan 2025, we used examples from Fayetteville, and we have a brief description of the area that is followed by guiding policies. Those guiding policies were taken from both the General Plan 2020 and then looked at by all the planners in the office to make sure that all the policies were included that could be used as tools. For the Natural Areas, we actually used the Fayetteville Natural Heritage Association, which they have been involved in a project where they have been identifying areas that are significant environmentally and need protection. We looked at their analysis and incorporated that into this map, as well as identifying floodways and other areas where we might want to restrict growth. The main piece of the Natural Area is an area that requires...

Anthes: Mrs. Minkel, could I interrupt you? I believe our other staff just left, and we have two items coming up.

Minkel: It's just you and me.



Anthes: Are they coming back?

Clark: Their stuff is still here.

Anthes: Oh, Ok

Morgan: Do you guys need us?

Anthes: We have a development, item to discuss after this that sure would be nice to have current planning here for.

Morgan: Ok

Anthes: Sorry. Is that possible?

Morgan: Sure.

Anthes: Ok, thanks. Sorry to interrupt you.

Minkel: That is fine. One of the important things to remember about the Natural Area is that this is an area that requires conservation and preservation in any development pattern. The next area is the Rural Area. There are two pieces to the Rural that we have identified. One is, they may indeed be valuable agricultural land. The second piece, these are also areas that do not currently have the infrastructure and public services to support high density type development. These are areas where we would strongly encourage conservation and preservation in any development pattern. The third area is the Residential Neighborhood Areas, which you see in yellow. These are all exclusively residential....

Ostner: Mrs. Minkel, I'm sorry, that area that you just mentioned before you got to the yellow?

Minkel: Yes?

Ostner: Was that the lighter green?

Minkel: It is the light green.

Ostner: In the first area you talked about was the dark green?

Minkel: Yes, the dark green.

Ostner: Ok, I'm with you.

Minkel: These are almost exclusively residential in nature, although they would allow for potentially home offices. They also recognize conventional suburban development, but we would encourage a more traditional neighborhood type pattern where we would have complete, compact connected neighborhoods. It would also recognize area where the topography doesn't allow for that complete, compact connected neighborhood. For example, Mt. Sequoyah is used as the example. We also really wanted to recognize neighborhoods that are settled and have been in place for a long time and we don't imagine that they will be re-developing at any point in the near future. The next area we identified was City Neighborhood Areas. These are primary residential but they do allow for commercial, mixed use development at intersections. They do encourage the complete, compact, connected neighborhood type development and would include a wide range of residential type buildings. The next area is the, and that's in the blue, and it also recognizes several conventional commercial stripped development, as well. The next area would be our most intense type development which is the Urban Center Area. It is the equivalent of a main street. It would incorporate many types of building types. It accommodates retail offices, row houses, and apartments. This is where you would have your taller buildings, the most intense dense development patterns within the city as well as the greatest variety of buildings. Then we have a number of areas that are not part of what you would see in the transect pictures, but are important areas of town and that is civic and private spaces, and park areas recognizes not only parkland but also private open space, so our golf courses and cemeteries are all in the olive color. The Civic Institutional Areas recognize areas that include both our municipal government as well as other non-profit. An example would be The Boys and Girls Club or The Blair Public Library. I mentioned complete neighborhood plans earlier, and in that case, we would refer to that specific plan, for example, The Downtown Master Plan. There are also other projects that are in the pipeline that, I will finish this one and you can stop me.

Ostner: Ok

Minkel: That...

Ostner: You keep forgetting colors.

Minkel: Yes, this is in the red.

Ostner: Ok, in the Civic Institutional?

Minkel: Civic Institutional is in the dark brown.

Ostner: Ok.

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Minkel: And for the Complete Neighborhood Plans, there are projects in the pipeline that might also be considered a Complete Neighborhood Plan. What staff would recommend is that these be determined upon the final plat approval. The next area is the Industrial Areas which are in the light blue and I want to emphasize that this doesn't include all industrial, so this just would be heavy industrial or industrial uses where by function or because they have a certain noise or odor they would not be compatible with other uses. Currently, there are a lot of industrial uses that could be mixed with housing and office space and it wouldn't be a problem, so this is reserved for those industrial uses that couldn't be integrated with other uses. One example is the Industrial Park. The final area we have is the Non-Municipal Government Areas that are in the light beige. Those are areas that city's does not have jurisdiction over, such as the University of Arkansas or county areas. These area designations are consistent with the City Plan 2025. They meet all of the goals that have been laid out in that plan. The City Neighborhood Areas and Urban Center Areas generally reflect the in fill and intended growth areas in the City Plan 2025 sector map. I have brought some of the maps that also helped us complete this map. We recommend that the proposed Future Land Use Map be forwarded to the City Council for adoption. Thank you.

Anthes: Thank you Mrs. Minkel, before you sit down, would you talk about the level of staff involvement in rendering the map? And how that has compared with other efforts.

Minkel: I would say that all of the planning staff members have touched this map. And not just touched it, but really looked at it and evaluate it. Both the text and the images. All Current Planning and all Long Range Planning have looked at it independently and then also as groups, multiple times and in workshops where we have spent several hours looking at a large map and also looking in different sections to make sure it reflected both what was currently there, what we wanted the city to be, and then just cleaning up different parcel areas. One thing that we are still working on making sure is completely accurate are the conservation easements throughout the city; there hasn't been a comprehensive map developed, as far as we know by any organization, so we have been trying to gather that data and we have some general ideas of where they are. We would ensure that it was completely accurate before final adoption.

Anthes: Thank you very much, as there are no members of the public here to speak we will go forward and ask for the Commissioners comments.

Myres: Can I go ahead and not comment and make a motion, that we forward ADM 06-2252 The Future Land Use Map to City Council for adoption with a recommendation for approval.



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Ostner: Second.

Anthes: I have a motion for forward by Commissioner Myres, a second by Commissioner Ostner. Is there any discussion?

Trumbo: Since we are going to use this map to, I believe, staff and all of us look at this map when any development comes though, the Rural Areas, which is quite a bit of property there. I guess this is a question for staff, if someone wants to put in a subdivision in a rural area, which we have happening now, the infrastructure is not, they are putting in the steps system and other things to get around that, how's staff going to look at this? If its green and what are they going to recommend for a subdivision that someone wants out in the middle of a green area?

Minkel: I would imagine staff would not recommend rezoning, if it is currently zoned as rural.

Morgan: And a lot of the areas identified on this map as rural, or natural, are not yet in the city, so we don't have the zoning regulation. We do have some criteria for lot minimums and etc. in the planning area, but at this point in time, if we are looking at development we have to go on our regulations for the County, or what the County requires.

Trumbo: But, what about the part that's in the city?

Morgan: The part that's within the city, if it's not yet zoned for RSF-4 to develop as that or some other zoning, then we would take this map into consideration when recommending our rezoning.

Trumbo: For denial?

Morgan: Most likely yes. We would have to look at all the circumstances but we would use this as our Future Land Use. Our interim Future Land Use Plan says broad residential, so if they came with commercial, we would really scrutinize that, since its going against what our...

Trumbo: What about residential? Specifically?

Morgan: In a area that is identified in the green?

Trumbo: In the green area in the City Limits.

Morgan: We do have this, Karen can explain maybe how it's written, but it does call for very large lots. It would most likely be not in favor of a rezoning that would allow high density in these areas.



Trumbo: Ok.

Minkel: I should also mention to you that we have shared this map with the county planners as well, because, as you know, they're going through their discussion of zoning in the county. So we have talked a little bit about on how this map might reflect what we would like to see in the immediate area around our city boundaries.

Anthes: Maybe follow up, if I might, there was some discussion that maybe was at agenda and you were talking about how this map would be used that it's a tool, that there are other things you weigh, and then also the fact that there was some statement about how this map changes over time. Can you elaborate on that?

Minkel: Right, and I think what Suzanne said is completely true, that this is one of several tools that staff uses to analyze whether something should be rezoned. The other issue we wanted to really identify in this map with the rural areas is that, if we do in fact think it should be a rural area then what kind of density does that mean, and we threw out one unit per fifteen acres, which we think is truly agricultural and rural. However, we also think there are areas that may develop over time and could be updated every 5 years and we re-look at where can our infrastructure support urban development. I think that it is true, that this map would have to be re-evaluated every 5 years, in terms of where we do the infrastructure and public services to service urban development. We looked at this map right now, we looked at what was currently there and the rural areas (coughing in background)...Sparsely settled or because of topography or other different natural features, high density urban development wouldn't be appropriate.

Anthes: Any further comment? I'm sorry, didn't realize you weren't finished.

Trumbo: I understand that there are other things we look at, but this map, being on the Commission for three years, it's real easy to at the map and say: "Well, it's not on the 2025 Plan, I'm not going to support it" It's one of the reasons I don't want to sound like I'm for development of these rural areas to any density. Particularly, its case by case, somebody will take case by case bases, but I'm going to vote against forwarding this map until we get a little bit more clarity on how that can be developed if someone so chooses. I think, we're almost, what I'm hearing is that we wouldn't approve any subdivision or dense standard housing development in these areas, and that's a big switch from what we're doing. So, I'm going to vote against it, just at this level. So, City Council wants to stop and take a good look at that and make sure that's what they want to do. Also had a question in the southern part, on 71 where the airport is, it's in the beige, that's my understanding that's not for profit area?

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- Minkel: We felt that area was governed more by the FAA than the City, which is why it is shown in the Non-Municipal Government color.
- Clark: First of all, I applaud the fact that we are getting a collection of the conservation easements. I think that's long overdue. I think it's something the city needs to keep up with. I'm really glad that it's finally going into play. Secondly, thank you for adding the Industrial designation, I think it's very important. Although, I do have a question about it. The way I see this map, I think we had this discussion awhile back, if I'm thinking about moving my business into Fayetteville, this may be one of the tools I'll look at. Let's say I do have a heavy industrial need, there's not a lot of blue on that map, which might make me say: "Ok, Fayetteville is not my town, I need to go someplace else". At that point, we have lost a potential employer, potential tax payer, and a potential good citizen. Without having every having a hearing, without even coming here, just looking at the map. That concerns me a little bit, and the way industrial is written, the verbiage concerns me even more. It really sounds like industrial areas are for the bad things. I can't find my stuff, of course, because it's in the back. Here we go, "...intrinsic function, disposition or configuration cannot conform to one of the other designated areas and/or may generate noise or odor associated with production and requires the area to be separated from other uses." I'll point out that our industrial park; one of the guiding principles there is to encourage green development. Yet, you've kind of counter defined it with this wordage and verbiage. Wordage and verbiage, isn't that good. Ok, I'm much better before nine or ten o'clock. And that kind of concerns me because I really think this is a good PR tool for the city. I think we need to encourage industrial residents that are green, and that is what the industrial park is supposed to do. I don't see it yet in this map. I'm a little concerned by that, and I certainly, I understand what Commissioner Trumbo is talking about as well. I think we still have some fine-tuning that might be done. I know that there's incentive to just send it on to Council but I'm not so sure that we shouldn't keep working a little bit more on and I will be willing to sit down and meet, if you want to, to go over this stuff so we have it where we want it to be before we give it to the Council, so they don't have to do this committee work.
- Myres: Where do you want more blue?
- Clark: I think I want more, the verbiage is what I'm really having difficulties with because it's counter to what the industrial park is already defined as. It promotes green use, that is what we said inside and industrial park. That's not how it read, this is where all the smelly, noisy stuff is go to and we don't want smelly, noisy stuff, so..

- Myres: But we do have.
- Clark: I'm building out there, bite your tongue.
- Myres: No, but we do have industrial areas that do smelly, noisy things.  
So do you want a light industrial?
- Clark: Well, we (overlay in voices) allow them but I'm just saying if I don't have a smelly, noisy place, and I'm looking for industrial property, and I'll look at that map, I'll go: "Forget it, I'm not going to Fayetteville, I'll go someplace else."
- Myres: But you're also forgetting the Chamber of Commerce.
- Clark: I try to do that on a regular basis.
- Myres: I know but...
- Clark: But, this is a city tool.
- Minkel: Madam Chair, may I respond to Commissioner Clark.?
- Anthes: Yes, and I was going to ask you to clarify, I believe you said something during the initial discussion about that this is to designate Heavy Industrial areas and if that's the case, can you suggest verbiage that would clarify it?
- Minkel: Right, I was going to say, I think it's a difference in how it should be worded rather than intent because, we also would encourage green industry and I think our feeling was that if you were a green industry, you probably could be integrated with other uses. Therefore, it would fit into the Urban Center area, possibly. That was our thinking on it, but we did need areas reserve for industries that couldn't do that. It was challenging to find areas in the city where this map I think would be welcomed by the majority of population with that heavy industrial type use. I wonder if something could possibly be added to the Urban Center area that says something about green industrial uses being welcomed in those areas, which would open up a lot more room on this map for the type of industry you are talking about, and I would welcome any suggestions you would have on possibly rewording our current industrial area description.
- Clark: I would also point out that land is reserved especially for green industry and that why it's priced so low, which is controlled by the city. People need to know. A lot of people don't even know we have acreage out there for \$20 thousand an acre, could be land run down, but encourage all types of tax place buildings stuff would be a good thing.



Myres: Now that you've announced it on late night television.

Ostner: Both people watching just perked up.

Ostner: May I have the floor, are you done?

Clark: Sure.

Myres: Sure.

Ostner: I have a question that goes back to Mr. Trumbo's comments, where is the City Limit, currently? Is it basically between yellow and green?

Minkel: No.

Ostner: Basically into the green a little?

Minkel: No, there is an orange line that is probably difficult to see from where you are sitting. It's here, the orange line.

Ostner: OK.

Minkel: If you can see here, it comes up though here.

Morgan: And if you can see, it comes from here to here, the red line shows (can't hear them)

Ostner: Ok, that's our old one that we were discontent with. Right, you are just showing me the city limit.

Anthes: But that is the sector map that we did adopt.

Minkel: Yes, it's not the Interim Future Use Map.

Ostner: So, it's safe to say that you tried to ignore current City limits and really looked at land? Because you've got yellow land that is outside our City limits and you've got green that's inside the City limits.

Clark: Absolutely.

Minkel: That is true.

Ostner: Ok, so you didn't necessarily say the City limit is here and it's all green out there.

Minkel: No, we looked at it as an entire planning area.



Ostner: Ok, that's a difficult issue. The Council needs to, this will take awhile. I would wonder though, if this doesn't balance the areas that could be annexed and could be yellow, especially out west. While trying to preserve the rural atmosphere of a bunch of that land. I would hope that as we use this, we break the General Plan all the time now. It's just something that staff looks at. They say, you know what, this is really not in the General Plan. It's almost, which came first? The chicken or the egg? If we could agree on something like this, of course we don't have to do it tonight, but we've got something to change. I guess that's my point. Maybe there should be more yellow out there eventually. But I think it's, I think it might give people a sense of security that we are actually putting a line on a map. Hey today, this is enough yellow, cause there's a bunch of yellow that's not developed. I don't want to say no to subdivisions. I guess I want to find a balance.

Trumbo: I agree with you, I agree and my point is that I know that this could have been approved unanimously pretty quick, but that's a gray area and my fear is, I just want to make sure we're not go in and just say no. Can't have it, there's a lot people involved here, property owners. I would assume the vast majority of them would want the preservation, protection. But, my message to City Council is they might want to take a good look at that and then see what you want there in these areas. It's been debated in various forms back and forth. I want more to vote to take a look, and why did one person say no. Everything else is great, by the way, the commercial, the mixed use, the purples, and the dark blue. I looked all though that's great, and I love definitions and where were heading and it all makes sense, including the yellow.

Clark: I think what you two both were pointing out is that it's incumbent upon us to keep this map relevant and up-to-date. Because I think it will change as City services encroach further out from the center of town into these developing areas, some of that's gotta change. I mean that's what some of the subdivisions come in, but right now, I like having that so that when we have somebody out in the central lands who proposes a two hundred forty-house subdivision we can say RSF-4, no we can't do that yet, because sewer is not there, water is not there, we don't have the infrastructure. But I do think this makes it incumbent upon staff and the City to keep this as a very ongoing updated map and not just let it sit around until we do a 2035 or 2045 plan. Maybe that will solve some of your problems. Maybe when you see it gets closer, than ok, these services are there, we'll change the color.

Anthes: Commission Clark, were you finished?

Clark: Absolutely.

Lack: I remember when Dover Kohl made the presentation for the 2025 Plan and one question even in the charrettes, when we met with them, with Mr. Dover, the question that I had was how do you tell Farmer A that his land is suitable for conservation and Farmer B that his land is suitable for development. This is something that I expect, I fully anticipate a very health debate over, as this gets to City Council and obviously nobody anticipates that we are an authority on it, so they will, because they are not here tonight, they will wait and make their comments at that time, I'm sure. But, there were several different avenues that Victor expressed at that time. In the equalization of value, and that's where my concern comes in, is that when we restrict and regulate where development can happen and we denied development rights to certain people and not to others, then we alter values of property inconsistently. His discussion was that as we seek to by our 2025 Plan, to densify our downtown, that there would be need for maybe banking of green space or natural environment and that you could establish a system in which you get points. Then which you can actually pay into a land trust a farmer B who we suggested that he not develop his land can receive funds to hold his land in a land trust to counter and offset a more dense development elsewhere. I think that the thing I would really to see would be a more mixed plan so that were not just a concrete city with green fringes. I would like to see more green area introduced and that become more and more difficult because the land in the areas that are already developed are already perceived as having that greater value. That just compounds that problem. I don't know if I am 100% comfortable with the amount of yellow, amount of green, or the restriction of regulation in such a hard manner in what we are proposing, but I do believe that it is consistent with the 2025 Plan that the City has adopted. With that, I'm comfortable to send the map forward and let that debate begin were it counts, at City Council.

Anthes: Are there any other comments?

Ostner: I think if you've been the third fastest growing city in America and you are currently the 12<sup>th</sup>/15<sup>th</sup> fastest, you shouldn't do this every five years. You should do it, you should do it every year if you could afford it. Every three years would be incredible. The amount of time, excuse me, the difference the past five years have made this map could have changed tremendously, for the better. For us to have more tools and for the Council to have more tools, I would strongly urge staff, I know it's expensive, but now that you've got hopefully something like this I would hope you don't have to completely reinvent the wheel every time. I would hope the map could be looked at more frequently than the entire document. I've thought that before, the reason I am comfortable with it, is that if a package plan were proposed today as we have grappled with, frequently, and we are going to see a lot more of them, in one of those

green areas we have a leg to stand on. To say "No", not today. Look how far away you are from what we think is appropriate. We don't have any tools like that now. Now, if he was real close, we have a line in the sand that we have drawn, no wait a minute, maybe, you are only two hundred feet of sewer extension. Those package plans are changing everything and I think this is a good start towards this a leap frog, domino development that can really ruin our country side. Cause water is lot easier to obtain out there, with rural water authorities.

Anthes: Thank you Commissioner Ostner, Karen will you read the number one goal of the 2025 Plan?

Clark: This is a test.

Minkel: We will make appropriate infill and revitalization our highest priority.

Clark: There you go.

Anthes: I think that when we look at our number one goal of our plan and we start to formalize that on a map, this does it. When you talk about that your highest priority is infill development, then other places have to be given lower priority for development. It goes hand and hand. I appreciate that the staff has looked at slope and waterways and flood planes and all those other things. Looked at other groups, like the Fayetteville Natural Heritage Foundation when you start seeing how the future can lay out on the actually ground that's out there. Its just not color blocks on flat land that's of equal character from edge to edge. I know that's pretty much how (inaudible) and zoning was done. So, what we have here is a tremendous step forward in that it relates to the specifics of, it begins to relate to the specifics of our region and our place. I also appreciate that it starts to talk about concurrency and infrastructure development and I know that's in our plan and I look forward to the City working on that further and planning stuff coming back to us and talking about what concurrency and development really means. As we talked about last time, we saw this when we asked you to go back and we said ok, we looked at a small set area of the city and we looked at these definitions and we said that the definitions looked good, make these modifications, and the method you are using looks to be correct, lets see it on a wide-scale. When I see it on a wide scale, I can wholeheartedly endorse the work that staff has done and said that the method is absolutely correct—that this is the best embodiment that I could see that we could do on a broad, city-wide scale, to begin to visualize the patterns that would be created on the ground by the goals that we've unanimously adopted in City Plan 2025. So, I'm thrilled to see it, I'm wholeheartedly going to vote to forward this tonight, and my only question would be on the definitions, just to add heavy industrial areas to the blue and then maybe not putting it, the green



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industrial comments into the other zoning districts but making some clarification at the body of the industrial zoning page and talk about the fact that we do have areas and would encourage these other kinds of industrial development and we would be happy to look at those projects and see where they would fit into the other zoning uses, zoning areas appropriately.

- Ostner: I do have a specific question, why isn't our only I-PZD shown as blue? Another quick test.
- Minkel: I'm not sure.
- Ostner: Karen, you don't have to know it.
- Clark: She's like the deer in the headlight look..
- Ostner: Our only industrial PZD is at the corner of 6<sup>th</sup>/540. It's Wal-Mart Optical. It's not blue.
- Clark: Yes it is, you're right.
- Anthes: But is that considered heavy industrial?
- Ostner: I don't know, it's an I-PZD, our only one. I'm not sure if it's called heavy but right now this is just industrial. I think this covers heavy and light, if you're altering our current zoning to sort of mesh into this. All of our industrial lands I,-1,2,3 are all blue, light, medium, and heavy.
- Minkel: Right, it wasn't our intention, though, to make sure that light industrial was specifically included in, but we are calling this the industrial area designation. We thought there were light industrial uses that would be compatible with residential, office, and other commercial uses.
- Ostner: And that would fit in other colors too? I haven't read this word for word, but it sounds like you are trying, I just wanted to throw that out that it's zoned industrial PZD but it's colored, what's Purple?
- Minkel: Urban Center.
- Ostner: Urban Center, Ok.
- Clark: I have no problem if the conclusion of the Commission is to forward this, I have no problem forwarding it, I think you guys can fix the language and ensure what we have talked about. I would hope, however, that City Council gets the minutes of our discussion on this particular item. I don't care if they get the minutes for the rest of the meeting, but on this



particular item, I would very much like to make sure that they can at least read what we reflected upon and hopefully we'll elaborate on it and/or fix it.

**Motion:**

**Anthes:** I may suggest to0 that they also look at the minutes of the meeting were we discussed this previously, when we went though the definitions and descriptions. Ok, we have a motion to forward by Commissioner Myres with the second by Commissioner Ostner. Commissioner Myres had to leave and the City Attorney's not here and I'm not sure about how we act on motion that was made by someone who's no longer in the room. Does anyone have any thoughts on that?

**Trumbo:** I think it would be appropriate to go ahead and vote. There is not much else we can do. We could vote no against that, her motion, then come up with another one for approval?

**Anthes:** However we think is legal, we will just go for it.

**Ostner:** I think it's fine if we just go down the line, before we vote I would like to pose the question, we have never visited the City Council. If members have comments that they fell are important, I don't think a personal visit would be out of bounds. We are not bossing their business, it's very clear that this is their deal and we're just looking at it. I think they value our opinion and this is our thing. If other members are amendable, I would be willing to just walk down there and just talk to them, as a group. In stead of asking them to read our minutes. They might even ask us questions that group meeting we had awhile back I thought was fairly productive. It's just a suggestion.

**Anthes:** Karen, does this go to ordinance review first or directly to Council?

**Minkel:** It goes to ordinance review.

**Anthes:** Well, that I might say might be the best time for something like that to happen and you might tell Mrs. Thiel who I believe is still chairing that committee. Thank you for Mr. Ostner, for the comments and offer.

**Ostner:** I can't make meetings during hours like ordinance review, but I can come up after hours to City Council. I believe ordinance review is during the day, right?

**Minkel:** I know it begins earlier, but I think it usually goes past the typical day.

**Ostner:** 3 or 4ish?

Anthes: I think I had been to one at night, I think, but I don't know, maybe it was just a long one. Ok, are there any further comments?

Ostner: Who's going to call the roll?

Minkel: I have the roll in front of me.

Anthes: Oh, Karen's going to call the roll.

Minkel: I'm doing both.

**Roll Call:** The consent agenda is approved by a vote of 6-1-0.

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

11/21/2006  
City Council Meeting Date

Tim Conklin  
Submitted By

Planning and Development Mgt.  
Division

Operations  
Department

Action Required:

An ordinance to attach and incorporate 1,419.30 acres into the City of Fayetteville and assign such annexed territory to Ward 4 pursuant to A.C.A. 14-40-303. Annexation ordinance - Election - Procedures.

N/A

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

Budgeted Item ☐

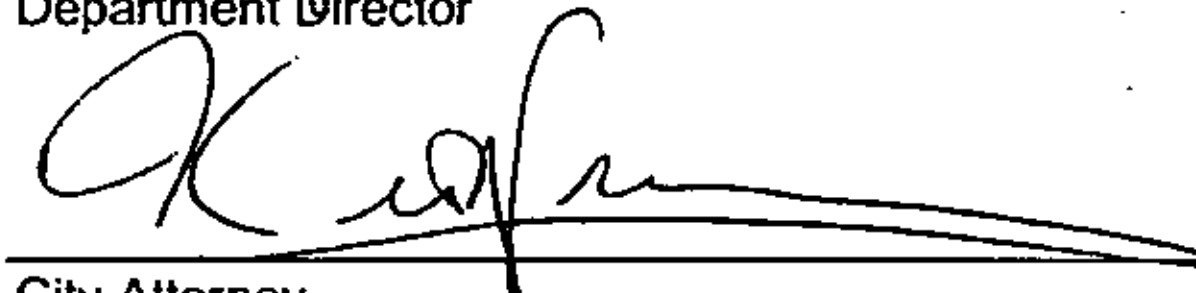
Budget Adjustment Attached ☐

  
Department Director

11-3-06  
Date

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Date: \_\_\_\_\_

  
City Attorney

11-6-06  
Date

Original Contract Number: \_\_\_\_\_

  
Finance and Internal Service Director

11-6-06  
Date

Received in City Clerk's Office  
ENTERED  
11/3/06

  
Mayor

11/7/06  
Date

Received in Mayor's Office  
ENTERED  
11/6/06

Comments:



City Council Meeting of November 21, 2006  
Agenda Item Number

## **CITY COUNCIL AGENDA MEMO**

---

**TO:** Mayor Dan Coody  
Fayetteville City Council

**THROUGH:** Gary Dumas, Operations Director

**FROM:** Tim Conklin, Planning and Development Management Director

**DATE:** November 3, 2006

**SUBJECT:** An ordinance to attach and incorporate 1,419.30 acres into the City of Fayetteville and assign such annexed territory to Ward 4 pursuant to A.C.A. 14-40-303. Annexation ordinance - Election - Procedures.

---

### **RECOMMENDATION**

Staff recommends approval of an ordinance to attach and incorporate 1,419.30 acres into the City of Fayetteville and assign such annexed territory to Ward 4 pursuant to A.C.A. 14-40-303. Annexation ordinance - Election - Procedures.

### **BACKGROUND**

On October 10, 2006, the City of Fayetteville held a special election to regarding annexing 1,419.30 acres into the City of Fayetteville. The "Certificate of Washington County Board of Election Commissioners Ascertainning and Declaring Results of the City of Fayetteville Election in Washington County, Arkansas" certified the following results:

#### **ANNEXATION INTO THE CITY OF FAYETTEVILLE**

|                |              |
|----------------|--------------|
| <b>FOR</b>     | <b>1,415</b> |
| <b>AGAINST</b> | <b>756</b>   |

### **BUDGET IMPACT**

The current property tax millage impact is an additional 3.1 mils for the City of Fayetteville within the annexed area. The potential sales tax revenue is limited at this time due to limited commercial activity in the proposed annexed area.



Oct-20-06 11:33A Washington Co. Elec Comm 501 444 1766

P.02

**CERTIFICATE OF WASHINGTON COUNTY  
BOARD OF ELECTION COMMISSIONERS  
ASCERTAINING AND DECLARING RESULTS  
OF THE CITY OF FAYETTEVILLE ELECTION  
IN WASHINGTON COUNTY, ARKANSAS  
(Amended 10-20-2006)**

STATE OF ARKANSAS )  
COUNTY OF WASHINGTON )

We, the undersigned members of the Board of Election Commissioners of Washington County, Arkansas, do hereby certify the following Washington County results in the OCTOBER 10, 2006 election on the question of

ANNEXATION INTO THE CITY OF FAYETTEVILLE

FOR 1,415

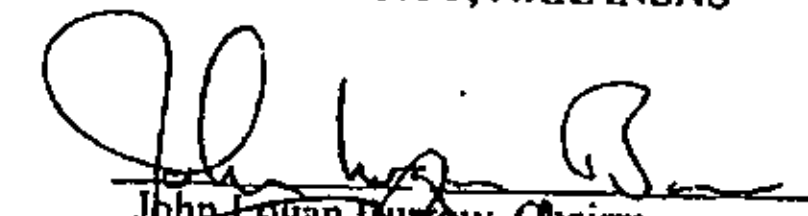
AGAINST 756

Returns of the votes of the City of Fayetteville, Washington County, Arkansas have been delivered by us to the Washington County Clerk.

We further certify that the polls were open from 7:30 A. M. until 7:30 P.M., that only the duly appointed election officials made due returns of the votes cast, and that we have canvassed the votes as required by law.

IN TESTIMONY WHEREOF, we have hereinto set our hands this 20th day of October, 2006.

BOARD OF ELECTION COMMISSIONERS  
WASHINGTON COUNTY, ARKANSAS

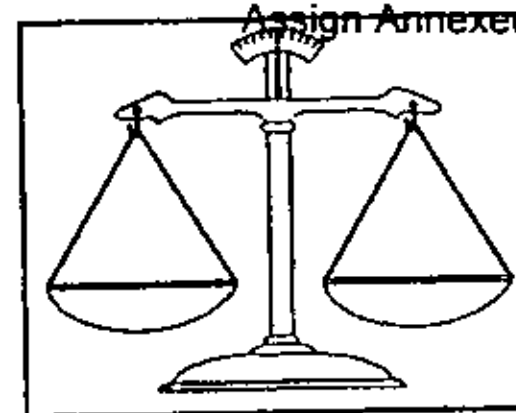
  
John Logan Burrow, Chairman  
  
Tom Lundstrum, Member  
  
Peter Loris, Member

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

## DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

TO: **Dan Coody, Mayor**  
**City Council**

CC: **Tim Conklin, Planning & Development Management Director**

FROM: **Kit Williams, City Attorney**

A handwritten signature in black ink, appearing to read 'Kit Williams', followed by a long horizontal line.

DATE: **November 6, 2006**

RE: **Annexation finalization**

Pursuant to A.C.A. §14-40-303 (d):

“If the annexation is approved and becomes final, the governing body of the city shall, by ordinance, as soon as practical after the annexation, attach and incorporate such annexed territory to and in one (1) or more wards of the city lying adjacent thereto ....”

By my estimate, the annexation becomes final on November 17, 2006. Therefore, City Council needs to approve the attached annexation ordinance during its November 21<sup>st</sup> meeting.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO ATTACH AND INCORPORATE APPROXIMATELY 1,419.3 ACRES OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF FAYETTEVILLE PURSUANT TO THE ANNEXATION ELECTION OF OCTOBER 10, 2006, ASSIGN ALL THIS TERRITORY TO WARD FOUR AND TO ASSIGN THE ZONING DESIGNATION OF R-A TO ALL PARCELS

**WHEREAS**, on June 20, 2006, by a vote of two-thirds of its members the City Council passed Ordinance No. 4888 calling for an election to annex approximately 2,000 acres contiguous to the City of Fayetteville or such acreage within the territories still legally available for annexation at the time of the election; and

**WHEREAS**, Parcel C was annexed through island annexation procedures prior to the election by the City of Farmington and most of Parcel B was annexed through island annexation procedures by the City of Fayetteville prior to the election, leaving only Parcel A of about 1,419.3 acres to be decided by the annexation election of October 10, 2006; and

**WHEREAS**, on October 10, 2006, the electors of the City of Fayetteville and the lands within Exhibit A voted **1,415 FOR** the annexation and **756 AGAINST** the annexation, so the annexation passed; and

**WHEREAS**, the Washington County Clerk has properly certified the election results and recorded them within seven days of the election and more than thirty (30) days have elapsed since the filing with no election contest being filed so that now the annexation is final.

**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 acknowledges the certified vote of the citizens to annex about 1,419.3 acres as described in Exhibit A and shown by the map attached as Exhibit B. The City Council hereby annexes all of this land, assigns it to Ward Four and zones it R-A, Residential Agricultural.



Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official map of the City of Fayetteville to include the 1,419.3 acres described above.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends its zoning map in conformity with Section 1 above.

**PASSED and APPROVED** this 21<sup>st</sup> day of November, 2006.

**APPROVED:**

By: \_\_\_\_\_  
**DAN COODY, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**SONDRA SMITH, City Clerk**



WEST SIDE ANNEXATION (NOVEMBER 2006)

A part of Sections 8, 9, 10, 15, 16, 17 and 20, all within Township 16 North, Range 31 West, Washington County, Arkansas, and being more particularly described as follows:

Beginning at the NE corner of the NE-NW-15-16-31;

Thence Southerly to the SE corner of the NE-NW-15-16-31;

Thence Westerly to the SW corner of the NE-NW-16-16-31;

Thence Southerly to the SE corner of the SW-SW-16-16-31;

Thence N 88° 12' 11" W 357.41 feet;

Thence N 88° 12' 12" W 243.53 feet;

Thence S 75° 55' 59" W 282.72 feet;

Thence S 65° 08' 19" W 233.2 feet;

Thence N 83° 24' 43" W 218.68 feet;

Thence S 02° 23' 49" W 86.18 feet;

Thence S 85° 35' 11" W 307.42 feet;

Thence S 85° 35' 12" W 307.94 feet;

Thence S 86° 02' 18" W 307.66 feet;

Thence S 76° 41' 36" W 317.55 feet;

Thence S 02° 18' 53" W 29.79 feet;

Thence S 81° 20' 27" W 309.07 feet;

Thence N 02° 18' 57" E 28.91 feet;

Thence S 69° 48' 29" W 166.43 feet;

Thence N 37° 10' 26" W 175.55 feet;

Thence N 29° 34' 28" W 76.14 feet;

Thence N 15° 14' 14" W 83.02 feet;

Thence N 02° 59' 57" W 104.18 feet;

Thence N 02° 44' 06" E 244.98 feet;

Thence N 88° 15' 05" W 82.97 feet;

Thence N 02° 10' 21" E 1283.34 feet;

Thence S 87° 14' 06" E 650.40 feet, to the SW corner of the NE-SE-17-16-31;

Thence Northerly to the SE corner of the SW-NE-17-16-31;

Thence N 87° 24' 53" W 631.72 feet;

Thence N 03° 01' 07" E 1093.69 feet;

Thence N 03° 01' 07" E 231.03 feet;

Thence N 87° 35' 37" W 691.83 feet, to the SE corner of the NE-NW-17-16-31;

Thence Westerly to the SW corner of the NE-NW-17-16-31;

Thence Northerly to the NW corner of the NE-NW-17-16-31;

Thence Easterly to the SW corner of the SW-SE-8-16-31;

Thence N 02° 38' 58" E 1115.58 feet;

Thence S 87° 45' 35" E 1304.80 feet;

Thence N 02° 31' 33" E 209.98 feet, to the SW corner of the NE-SE-8-16-31;

Thence Northerly to the NW corner of the NE-SE-8-16-31;

Thence Easterly to the NW corner of the NE-SE-9-16-31;

Thence S 87° 47' 35" E 506.32 feet;

Thence N 02° 19' 25" E 210.00 feet;

Thence S 87° 40' 35" E 210.00 feet;

Thence N 02° 19' 25" E 711.00 feet;

Thence S 87° 40' 35" E 594.00 feet;

Thence N 02° 19' 24" E 403.44 feet; to the NW corner of the SW-NW-10-16-31;

Thence Easterly to the NE corner of the SW-NW-10-16-31;

Thence Northerly to the NW corner of the NE-NW-10-16-31;

Thence S 87° 54' 23" E 662.49 feet;

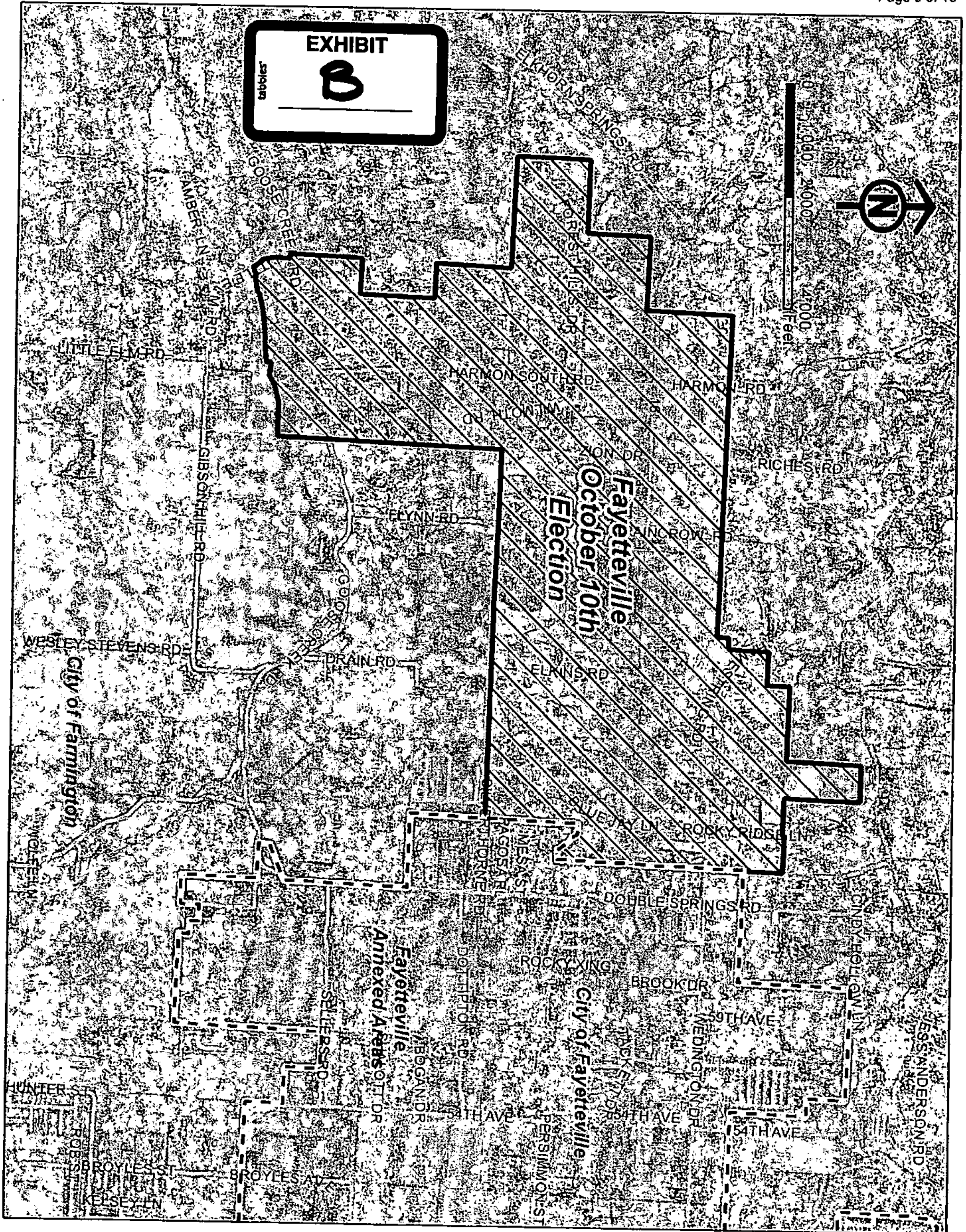
Thence S 02° 33' 40" W 1094.55 feet;

Thence S 02° 00' 01" W 226.54 feet;



Thence S 88° 00' 23" E 667.00 feet;  
Thence N 02° 27' 55" E 34.52 feet;  
Thence S 87° 52' 34" E 659.92 feet;  
Thence S 02° 28' 07" W 591.27 feet;  
Thence S 02° 27' 58" W 94.22 feet;  
Thence S 02° 25' 02" W 3310.46 feet;  
Thence N 87° 57' 35" W 184.36 feet;  
Thence N 17° 05' 57" W 32.8 feet;  
Thence N 41° 18' 37" W 112.77 feet;  
Thence N 38° 39' 04" W 55.87 feet;  
Thence N 38° 39' 03" W 65.31 feet;  
Thence N 57° 21' 02" W 69.84 feet;  
Thence N 25° 29' 06" W 114.53 feet;  
Thence N 87° 57' 34" W 198.00 feet;  
Thence S 02° 04' 40" W 342.00 feet,  
To the Point of Beginning and containing 1,419.30 acres, more or less.







**ORDINANCE NO. 4888**

**AN ORDINANCE CALLING AN ELECTION TO DETERMINE WHETHER APPROXIMATELY 2,000 ACRES CONTIGUOUS TO THE WESTERN CITY LIMITS SHOULD BE ANNEXED INTO FAYETTEVILLE**

**WHEREAS**, the hereinafter described territory is contiguous to the City of Fayetteville and is necessary for the orderly growth of Fayetteville; and

**WHEREAS**, the lands platted and held for sale or use as municipal lots or held to be sold as suburban property, represent the actual growth of the municipality beyond its legal boundary; and

**WHEREAS**, the lands are needed for proper municipal purposes; and

**WHEREAS**, the lands are valuable by reason of their adaptability for prospective municipal uses; and

**WHEREAS**, the fair market value of the lands proposed to be annexed is greater than lands used only for agricultural or horticultural purposes, and the highest and best uses of the lands is not for agricultural or horticultural purposes; and

**WHEREAS**, the proposed annexed lands meet all the statutory requirements for annexation set forth in A.C.A. § 14-40-302.

**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 submits to the qualified electors of the City of Fayetteville, Arkansas, and to the qualified electors residing within the proposed lands to be annexed, the question of annexation of the following described lands into the City of Fayetteville:

See Exhibits "A", "B" and "C" attached hereto and made a part hereof. Please also see Exhibit "D" which is a map of the areas proposed to be annexed which is





also attached and made a part hereof. The total net acreage of all sections annexed herewith and referred to hereinabove is about 2,017 acres.

Section 2: The question of annexation of the territory described above in Section 1 shall be submitted to the electors qualified to vote on this issue at a Special Election to be held on Tuesday, the 10<sup>th</sup> day of October, 2006. The City Clerk shall immediately notify the County Election Commission by forwarding a certified copy of this ordinance.

Section 3: If at such election a majority of the qualified electors voting in such election shall vote for such annexation, the municipality shall proceed to file a description and map of the annexed area with the County Clerk of Washington County and with the Secretary of State. The annexation shall be included within the corporate limits of the City of Fayetteville thirty (30) days following the filing of the description and map with the County Clerk, or in the event an action is filed with the circuit court, on the date the judgment of said court becomes final. If a majority of the qualified electors voting on the issue at the election vote against the annexation, the annexation ordinance shall be null and void.

Section 4: If the annexation is approved and becomes final, the following services shall be extended to the area within three (3) years or less:

- Trash service
- Police protection
- Fire protection (fire department, fire flows where available)
- Fire Department as first responders
- 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
- Zoning and development regulation protections

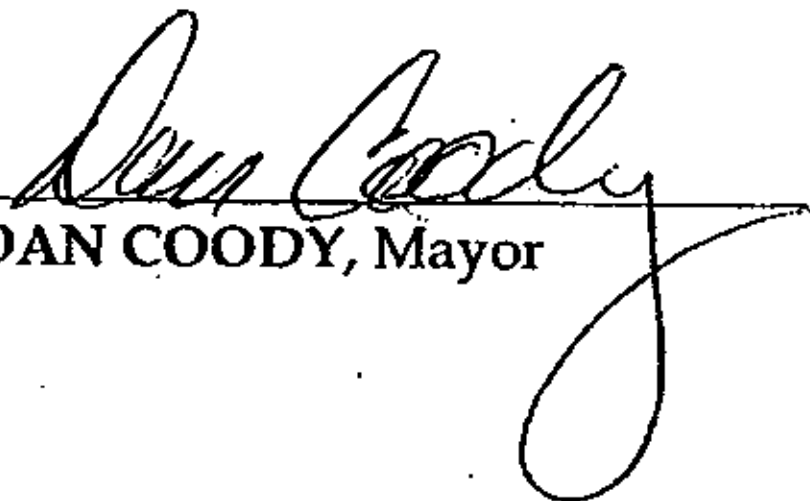
Section 5: The ballots used at said election on the question of annexation shall be marked as follows:

- ☐ FOR annexation into the City of Fayetteville of the territory described in Ordinance No. 4888.
- ☐ AGAINST annexation into the City of Fayetteville of the territory described in Ordinance No. 4888.

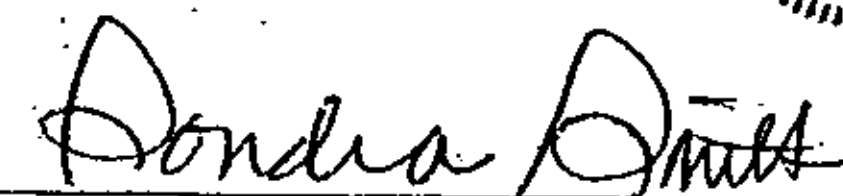
Section 6: If any of the property identified for annexation by Exhibits A, B, C, and D is no longer legally available for annexation at the time of election this ordinance and the ballot shall refer only to the remaining legally annexable area.

PASSED and APPROVED this 20<sup>th</sup> day of June, 2006.

APPROVED:

By:   
DAN COODY, Mayor

ATTEST:

By:   
SONDRA SMITH, City Clerk



## EXHIBIT A

### DESCRIPTION 1:

A part of Sections 8, 9, 10, 15, 16, 17 and 20, all within Township 16 North, Range 31 West, Washington County, Arkansas, and being more particularly described as follows:

Beginning at the NE corner of the NE-NW-15-16-31;  
Thence Southerly to the SE corner of the NE-NW-15-16-31;  
Thence Westerly to the SW corner of the NE-NW-15-16-31;  
Thence Southerly to the SE corner of the SW-NW-15-16-31;  
Thence Westerly to the SW corner of the SE-NE-16-16-31;  
Thence Northerly to the SE corner of the NW-NE-16-16-31;  
Thence Westerly to the SW corner of the NE-NW-16-16-31;  
Thence Southerly to the SE corner of the SW-SW-16-16-31;  
Thence N 88° 12' 11" W 357.41 feet;  
Thence N 88° 12' 12" W 243.53 feet;  
Thence S 75° 55' 59" W 282.72 feet;  
Thence S 65° 08' 19" W 233.2 feet;  
Thence N 83° 24' 43" W 218.68 feet;  
Thence S 02° 23' 49" W 86.18 feet;  
Thence S 85° 35' 11" W 307.42 feet;  
Thence S 85° 35' 12" W 307.94 feet;  
Thence S 86° 02' 18" W 307.66 feet;  
Thence S 76° 41' 36" W 317.55 feet;  
Thence S 02° 18' 53" W 29.79 feet;  
Thence S 81° 20' 27" W 309.07 feet;  
Thence N 02° 18' 57" E 28.91 feet;  
Thence S 69° 48' 29" W 166.43 feet;  
Thence N 37° 10' 26" W 175.55 feet;  
Thence N 29° 34' 28" W 76.14 feet;  
Thence N 15° 14' 14" W 83.02 feet;  
Thence N 02° 59' 57" W 104.18 feet;  
Thence N 02° 44' 06" E 244.98 feet;  
Thence N 88° 15' 05" W 82.97 feet;  
Thence N 02° 10' 21" E 1283.34 feet;  
Thence S 87° 14' 06" E 650.40 feet, to the SW corner of the NE-SE-17-16-31;  
Thence Northerly to the SE corner of the SW-NE-17-16-31;  
Thence N 87° 24' 53" W 631.72 feet;  
Thence N 03° 01' 07" E 1093.69 feet;  
Thence N 03° 01' 07" E 231.03 feet;  
Thence N 87° 35' 37" W 691.83 feet, to the SE corner of the NE-NW-17-16-31;  
Thence Westerly to the SW corner of the NE-NW-17-16-31;  
Thence Northerly to the NW corner of the NE-NW-17-16-31;  
Thence Easterly to the SW corner of the SW-SE-8-16-31;  
Thence N 02° 38' 58" E 1115.58 feet;  
Thence S 87° 45' 35" E 1304.80 feet;  
Thence N 02° 31' 33" E 209.98 feet, to the SW corner of the NE-SE-8-16-31;  
Thence Northerly to the NW corner of the NE-SE-8-16-31;  
Thence Easterly to the NW corner of the NE-SE-9-16-31;  
Thence S 87° 47' 35" E 506.32 feet;  
Thence N 02° 19' 25" E 210.00 feet;



Thence S 87° 40' 35" E 210.00 feet;  
Thence N 02° 19' 25" E 711.00 feet;  
Thence S 87° 40' 35" E 594.00 feet;  
Thence N 02° 19' 24" E 403.44 feet; to the NW corner of the SW-NW-10-16-31;  
Thence Easterly to the NE corner of the SW-NW-10-16-31;  
Thence Northerly to the NW corner of the NE-NW-10-16-31;  
Thence S 87° 54' 23" E 662.49 feet;  
Thence S 02° 33' 40" W 1094.55 feet;  
Thence S 02° 00' 01" W 226.54 feet;  
Thence S 88° 00' 23" E 667.00 feet;  
Thence N 02° 27' 55" E 34.52 feet;  
Thence S 87° 52' 34" E 659.92 feet;  
Thence S 02° 28' 07" W 591.27 feet;  
Thence S 02° 27' 58" W 94.22 feet;  
Thence S 02° 25' 02" W 3310.46 feet;  
Thence N 87° 57' 35" W 184.36 feet;  
Thence N 17° 05' 57" W 32.8 feet;  
Thence N 41° 18' 37" W 112.77 feet;  
Thence N 38° 39' 04" W 55.87 feet;  
Thence N 38° 39' 03" W 65.31 feet;  
Thence 57° 21' 02" W 69.84 feet;  
Thence N 25° 29' 06" W 114.53 feet;  
Thence N 87° 57' 34" W 198.00 feet;  
Thence S 02° 04' 40" W 342.00 feet,  
To the Point of Beginning and containing 1,499.80 acres, more or less.



## EXHIBIT B

### DESCRIPTION 2:

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:

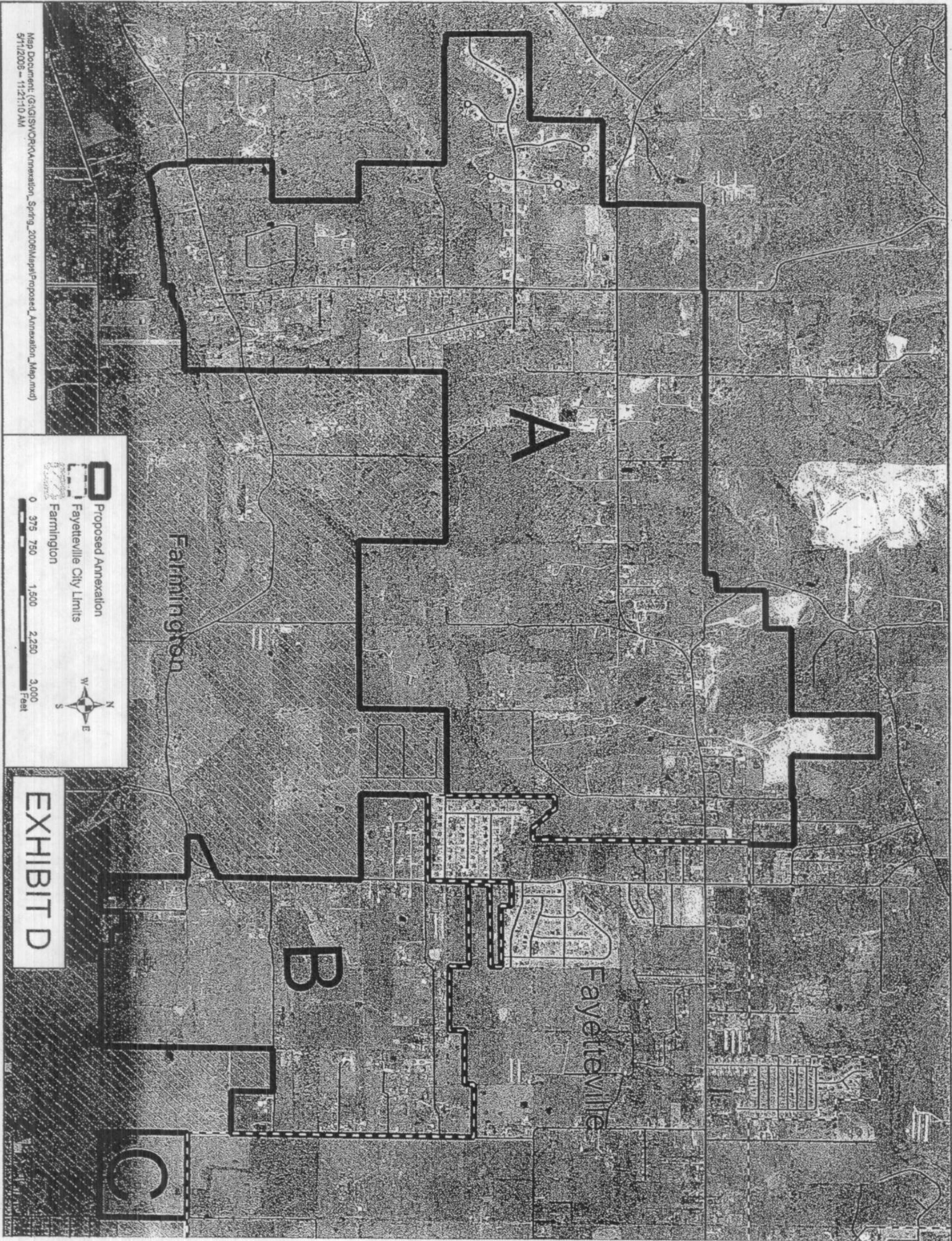
Beginning at the NE corner of the NE-SW-14-16-31;  
Thence Southerly to the SE corner of the NE-SW-14-16-31;  
Thence S 02° 35' 16" W 661.59 feet;  
Thence N 87° 36' 00" W 661.32 feet;  
Thence N 02° 35' 19" E 630.16 feet;  
Thence N 88° 00' 21" W 661.34 feet;  
Thence S 02° 35' 23" W 1294.47 feet, to the SE corner of the SW-SW-14-16-31;  
Thence Southerly to the SE corner of the NW-NW-23-16-31;  
Thence Westerly to the SW corner of the NW-NW-23-16-31;  
Thence N 88° 00' 26" W 269.64 feet;  
Thence N 02° 22' 19" E 177.38 feet;  
Thence N 88° 00' 25" W 528.06 feet;  
Thence N 02° 21' 13" E 15.00 feet;  
Thence S 88° 07' 35" E 291.78 feet;  
Thence N 01° 52' 25" E 150.00 feet;  
Thence N 87° 54' 34" W 290.52 feet;  
Thence S 02° 21' 07" W 343.49 feet;  
Thence N 88° 00' 25" W 528.00 feet, to the SW corner of the NE-NE-22-16-31;  
Thence Northerly to the SE corner of the SW-SE-15-16-31;  
Thence N 88° 10' 52" W 634.49 feet;  
Thence N 02° 31' 09" E 196.86 feet;  
Thence N 68° 47' 48" E 641.04 feet;  
Thence N 68° 47' 48" E 51.96 feet;  
Thence N 02° 31' 08" E 858.00 feet, to the SW corner of the NE-SE-15-16-31;  
Thence Northerly to the SE corner of the SW-NE-15-16-31;  
Thence Westerly to the SW corner of the SW-NE-15-16-31;  
Thence N 02° 38' 07" E 1024.77 feet;  
Thence S 87° 50' 01" E 1328.58 feet;  
Thence N 02° 41' 31" E 292.53 feet;  
Thence N 02° 31' 48" E 999.24 feet;  
Thence S 88° 00' 29" E 376.18 feet;  
Thence S 02° 25' 42" W 165.64 feet;  
Thence S 88° 00' 29" E 948.26 feet;  
Thence S 02° 39' 20" W 161.71 feet;  
Thence N 88° 20' 14" W 1279.93 feet;  
Thence S 02° 27' 01" W 329.38 feet;  
Thence S 88° 16' 00" E 1278.73 feet;  
Thence S 02° 39' 19" W 302.10 feet;  
Thence S 87° 38' 05" E 990.63 feet;  
Thence N 02° 37' 05" E 236.24 feet;  
Thence S 87° 35' 38" E 825.49 feet;  
Thence N 02° 54' 56" E 146.47 feet;  
Thence S 87° 46' 26" E 823.53 feet;  
Thence S 02° 35' 16" W 412.10 feet, to the NE corner of the SE-NW-14-16-31;  
Thence Southerly to the Point of Beginning and containing 476.25 acres, more or less.

### EXHIBIT C

#### DESCRIPTION 3:

The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 23, Township 16 North, Range 31 West, Washington County, Arkansas, containing 40.67 acres, more or less.











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

11/21/2006  
City Council Meeting Date

Tim Conklin  
Submitted By

Planning and Development Mgt.  
Division

Operations  
Department

Action Required:

An ordinance waiving the requirements of § 34.27, Code of Fayetteville and approving a revised offer and acceptance contract with J.B. Hays and Charles W. Sloan for the sale of approximately 36.62 acres of the Westside Wastewater Treatment Plant site for \$1,166,367.00; and authorizing the Mayor and City Clerk to execute said agreement.

N/A

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

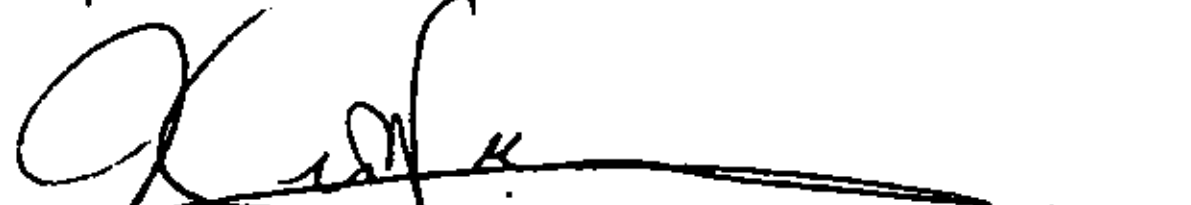
Budgeted Item ☐ Budget Adjustment Attached ☐

  
Department Director

11-3-06  
Date

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Date: \_\_\_\_\_

  
City Attorney

11-7-06  
Date

Original Contract Number: \_\_\_\_\_

  
Finance and Internal Service Director

11-7-06  
Date

Received in City Clerk's Office  
ENTERED  
11/3/06

  
Mayor

11/7/06  
Date

Received in Mayor's Office  
ENTERED  
11/7/06

Comments:

## **CITY COUNCIL AGENDA MEMO**

---

**TO:** Mayor Dan Coody  
Fayetteville City Council

**THROUGH:** Gary Dumas, Operations Director

**FROM:** Tim Conklin, Planning and Development Management Director

**DATE:** November 3, 2006

**SUBJECT:** An ordinance waiving the requirements of § 34.27, Code of Fayetteville and approving a revised offer and acceptance contract with J.B. Hays and Charles W. Sloan for the sale of approximately 36.62 acres of the Westside Wastewater Treatment Plant site for \$1,166,367.00; and authorizing the Mayor and City Clerk to execute said agreement.

---

### **RECOMMENDATION**

Staff recommends approval of an ordinance waiving the requirements of § 34.27, Code of Fayetteville and approving a revised offer and acceptance contract with J.B. Hays and Charles W. Sloan for the sale of approximately 36.62 acres of the Westside Wastewater Treatment Plant site for \$1,166,367.00.

### **BACKGROUND**

Staff is working towards completing the land sale of approximately 36.62 acres (north end) of the Westside Wastewater Treatment Plant 300-acre site to J.B. Hays and Charles W. Sloan. The buyer has requested an amendment to the property line to remove the northeast corner of the property (Persimmon and Broyles Road area) and to add additional land, approximately 3.184 acres, to the south. A property line adjustment and rezoning is currently in process for the adjusted property boundary.

The Water and Sewer Committee has agreed to continue to move forward with the existing buyers and bring to Council a revised contract for consideration.

Staff is recommending selling an additional 3.184 acres for \$40,000 per acre which increases the purchase price by \$127,360 for an overall purchase price of \$1,166,367.

The following table below shows the difference between the original amount of land and sale price to the proposed amount of land and sale price.

|                           | Acres        |   | Price/Acre     |   | Total                  |
|---------------------------|--------------|---|----------------|---|------------------------|
| <b>Original Land Area</b> | 33.436 acres | @ | \$31,074.50054 | = | \$ 1,039,007.00        |
| <b>Revised Land Area</b>  | 3.184 acres  | @ | \$40,000.00    | = | \$ 127,360.00          |
|                           |              |   | <b>Total</b>   |   | <b>\$ 1,166,367.00</b> |

The City Council passed the following resolutions related to the land sale:

- **Resolution No. 159-04** on October 5, 2004 authorizing the sale of 35 acres
- **Resolution No. 109-05** on June 7, 2005 that set the minimum bid price at \$29,000 per acre
- **Resolution No. 206-05** on October 18, 2005 that approved the offer and accepted the contract for a purchase price of \$1,039,007 for 33.436 acres.
- **Resolution No. 32-06** on February 21, 2006 that amended the Master Street Plan to realign Persimmon between Broyles Road and 54<sup>th</sup> Street.

#### **BUDGET IMPACT**

This land sale was identified in the overall funding strategy for the Wastewater System Improvement Project (WSIP). The proceeds from this land sale, in the amount of \$1,166,367, will be used to help fund the WSIP project.



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF §34.27 OF THE FAYETTEVILLE CODE OF ORDINANCES AND TO AUTHORIZE THE SALE OF APPROXIMATELY 36.62 ACRES OF THE WESTSIDE TREATMENT PLANT SITE TO J.B. HAYS AND CHARLES SLOAN FOR \$1,166,367.00

**WHEREAS**, on October 5, 2004 the City Council passed Resolution No. 159-04 authorizing the sale of about 35 acres of land along Persimmon not needed for the Westside Treatment Plant; and

**WHEREAS**, on June 7, 2005, after obtaining appraisals pursuant to §34.27 of the Fayetteville Code, the City Council set a minimum bid price of \$29,000.00 per acre by Resolution No. 109-05; and

**WHEREAS**, after full compliance with §34.27, the City Council approved the offer and acceptance contract by only bidder for this acreage, J.B. Hays and Charles Sloan, in the amount of \$1,039,007.00 for about 33.436 acres; and

**WHEREAS**, J.B. Hays and Charles Sloan have agreed to construct Persimmon Street after its realignment through this parcel, but are desirous of purchasing a total of 36.62 acres.

**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 determines that since all of the requirements of §34.27 for the sale of public land were satisfactorily met and approved for the sale of about 33.4 acres, it is proper to waive these requirements to sell an additional 3.2 acres to provide for a more certain and prompt construction of Persimmon Street.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby waives the requirements of §34.27 and approves the Offer and Acceptance Contract attached as Exhibit A in



the amount of \$1,166,367.00 for the sale of about 36.62 acres of city land to J.B. Hays and Charles W. Sloan and authorizes Mayor Coody to execute the contract and any other documents or deed to accomplish this sale.

**PASSED and APPROVED** this 21<sup>st</sup> day of November, 2006.

**APPROVED:**

**ATTEST:**

By: \_\_\_\_\_  
**DAN COODY, Mayor**

By: \_\_\_\_\_  
**SONDRA SMITH, City Clerk**

City of Fayetteville  
To Revise Offer and Acceptance contract attached to Resolution No. 206-05,  
Acreage to be 36.62 Acres, more or less, of the Westside Wastewater Treatment Plant Site  
**Attachment A: Offer and Acceptance Contract**  
**Note: Attachment A must be submitted with bid documents**

**OFFER AND ACCEPTANCE CONTRACT**

1. Buyer, J. B. Hays and Charles W. Sloan, offers to buy, from the City of Fayetteville, Seller, subject to the terms and conditions set forth herein, the following described property.  
  
Part of the NW¼ of the NE¼ and a part of the NE¼ of the NE¼ of Section 14, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NW corner of said NW¼, NE¼, thence East 64.68 feet, thence South 29.73 feet to the P.O.B.; thence N 89° 51' 18" E 2190.37 feet; thence S 37° 50' 57" E 118.18 feet; thence S 52° 09' 03" W 62.18 feet; thence S 37° 50' 57" E 100.00 feet; thence S 52° 09' 03" W 302.78 feet; thence S 66° 57' 26" W 279.91 feet; thence S 86° 21' 34" W 468.74 feet; thence S 00° 08' 43" E 358.87 feet; thence S 89° 51' 17" W 1316.48 feet; thence N 00° 06' 49" E 302.76 feet; thence N 00° 25' 00" E 589.47 feet to the P.O.B., containing 36.62 acres, more or less, subject to easements and rights-of-way of record.
2. **Purchase Price:** Subject to the following conditions, Buyer shall pay for the property at closing, the total and cash payment of **\$1,166,367.00**.
3. **Contingent Earnest Money Deposit:** Buyer herewith tenders a check for **\$5,000.00** to Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the Fayetteville City Council, and, if they do not so approve, the earnest money deposit will be returned to Buyer by Seller. If title requirements are not fulfilled or Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to Buyer. If Buyer fails to fulfill their obligations under this contract or, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the option of Seller, become liquidated damages to Seller. Alternatively, Seller may assert legal or equitable rights which it may have because of breach of this contract.
4. Conveyance will be made to Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by Seller.
5. Seller shall furnish, at Buyer's expense, a policy of title insurance in the amount of the purchase price from a title insurance company as selected by Buyer.
6. Seller agrees to allow Buyer, at Buyer's expense, to survey the property. Seller agrees, at Seller's expense, to cure any title problems which may result from any differences between the recorded legal description of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of Buyer.
7. Taxes and special assessments due on or before closing shall be paid by Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
8. Seller acknowledges that Buyer offers to purchase the property as outlined in Buyer's proposal and Request for Proposal incorporated herein and made a part hereof.
9. The closing date is designated to be \_\_\_\_\_ (\_\_\_\_) days after acceptance of this offer by Seller. The location and time of closing shall be agreed to by Seller and Buyer.

OFFER AND ACCEPTANCE CONTRACT  
Page 2 of 4

10. Possession of the property shall be delivered to Buyer on the date of closing.
11. All fixtures, improvements and attached equipment are included in the purchase price.
12. Risk of loss or damage to the property by fire, other casualty, or natural disaster occurring up to the time of closing is assumed by Seller.
13. This AGREEMENT shall be governed by the laws of the State of Arkansas.
14. This AGREEMENT, when executed by both Buyer and Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
15. This contract expires, if not accepted on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2006.
16. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE FAYETTEVILLE CITY COUNCIL'S APPROVAL OF THIS OFFER OF PURCHASE AND THAT THE FAILURE OF THIS ENTITY TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$5,000.00 EARNEST MONEY DEPOSIT.**

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

CITY OF FAYETTEVILLE, ARKANSAS,  
A MUNICIPAL CORPORATION

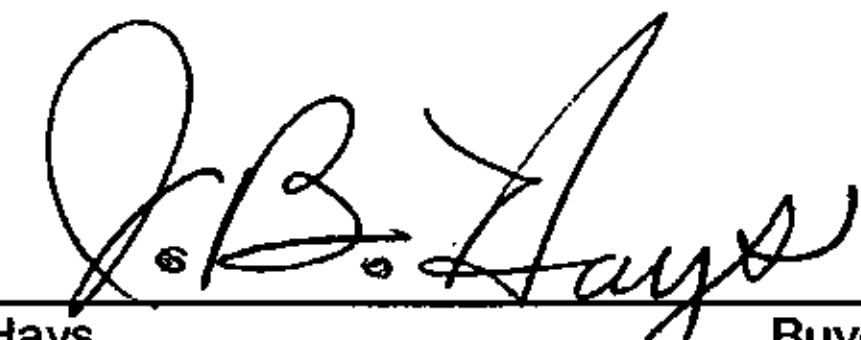
ATTEST:

By:

Dan Coody, Mayor

Seller

\_\_\_\_\_  
Sondra Smith, City Clerk

  
\_\_\_\_\_  
J. B. Hays Buyer

ATTEST:

  
\_\_\_\_\_  
Charles W. Sloan Buyer

\_\_\_\_\_  
[Please print or type Name and Title]  
OFFER AND ACCEPTANCE CONTRACT



Page 3 of 4

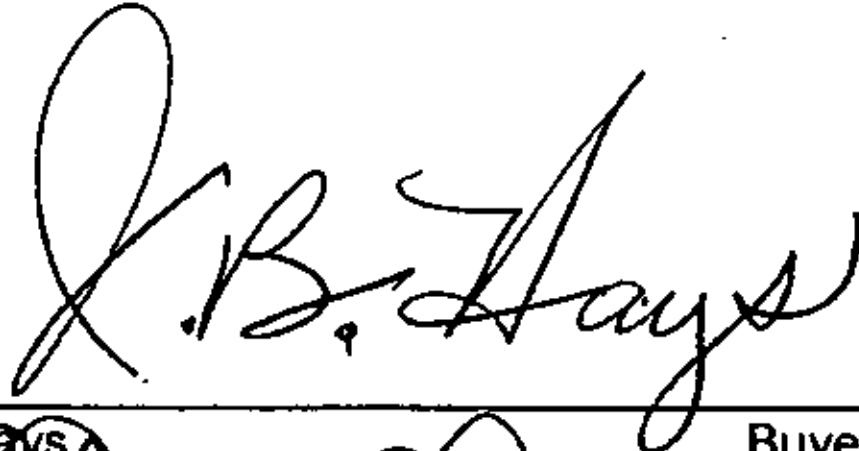
**GENERAL ADDENDUM**

36.62 Acres, more or less, Westside Wastewater Treatment Plant Site

Offer and Acceptance Contract subject to the following:

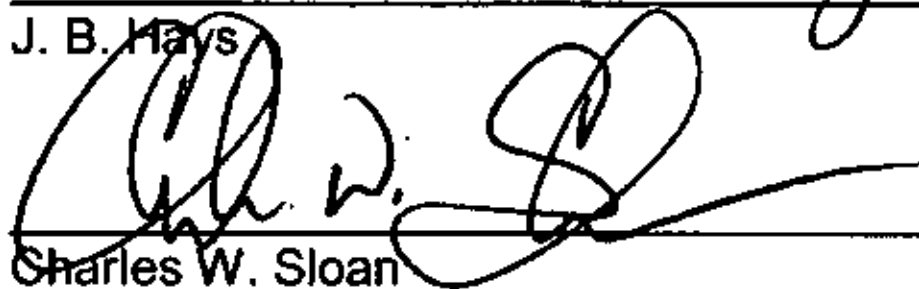
1. Approval for Large Scale Development for Residential Subdivision, by City of Fayetteville and all appropriate governing agencies.
2. Approval for ability to change Master Street Plan to move Persimmon to the South thru 36.62 Acres, more or less.

*3 20pgs to be RFS-8 cut*



J. B. Hays

Buyer



Charles W. Sloan

Buyer

Dan Coody, Mayor

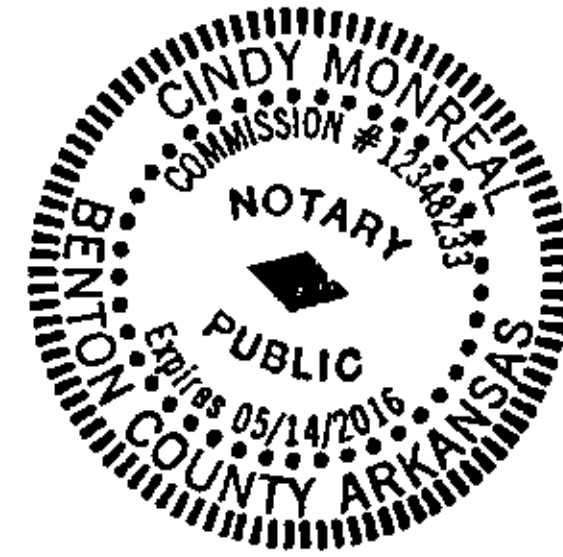
Seller



OFFER AND ACCEPTANCE CONTRACT  
Page 4 of 4

ACKNOWLEDGMENT

STATE OF ARKANSAS                     )  
                                                  )  
COUNTY OF WASHINGTON            )       ss.



BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared J.B. Hays and Charles W. Sloan, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 2 day of November, 2006.

[Signature]  
Notary Public

MY COMMISSION EXPIRES:

May 14, 2016

ACKNOWLEDGMENT

STATE OF ARKANSAS                     )  
                                                  )  
COUNTY OF WASHINGTON            )       ss.

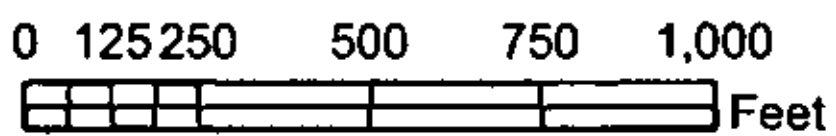
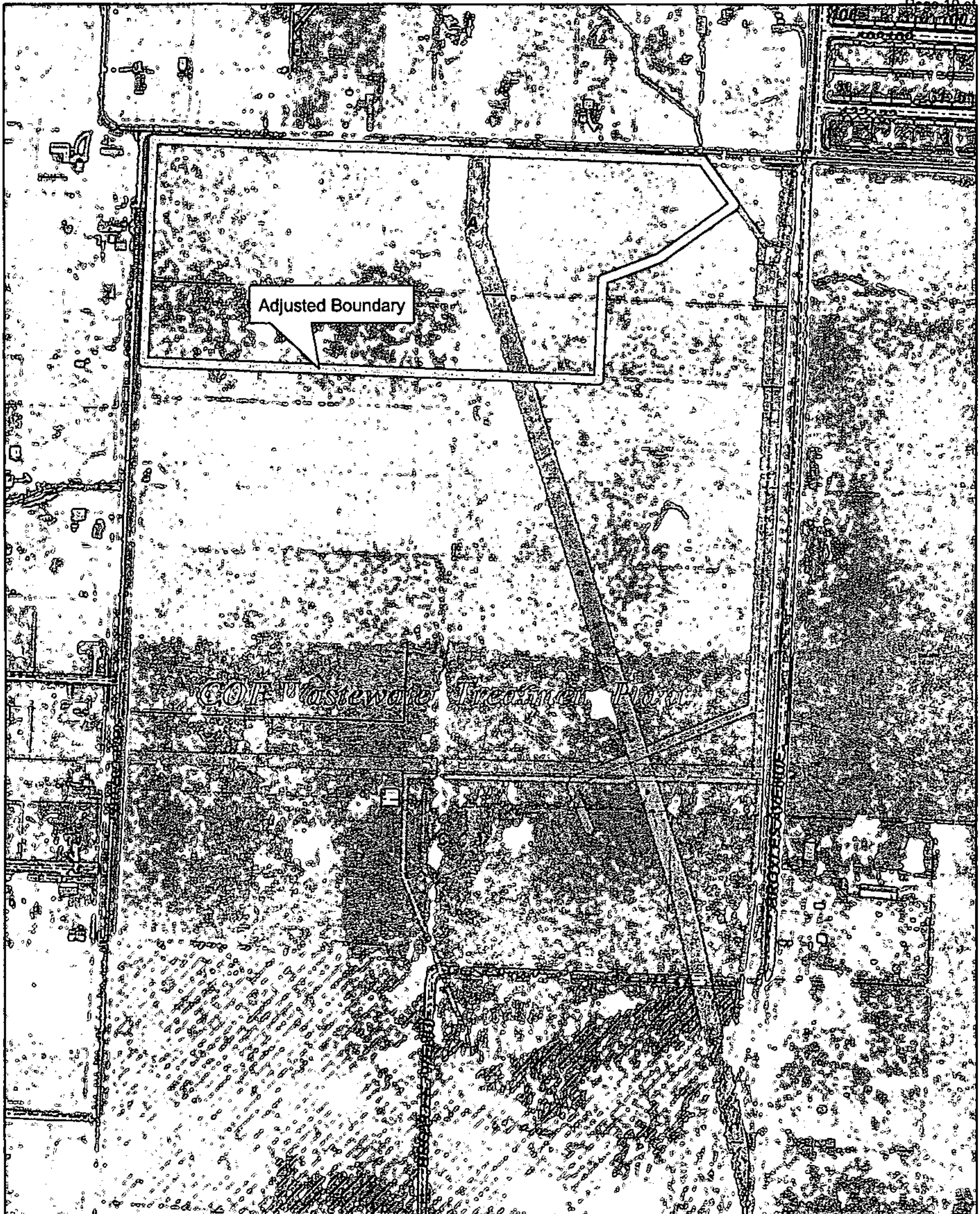
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody and Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor and City Clerk of the City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:

\_\_\_\_\_



Property Line Adjustment  
Westside Wastewater Treatment Plant





## WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **J. B. Hays and Charles W. Sloan**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

Part of the NW¼ of the NE¼ and a part of the NE¼ of the NE¼ of Section 14, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NW corner of said NW¼, NE¼, thence East 64.68 feet, thence South 29.73 feet to the P.O.B.; thence N 89° 51' 18" E 2190.37 feet; thence S 37° 50' 57" E 118.18 feet; thence S 52° 09' 03" W 62.18 feet; thence S 37° 50' 57" E 100.00 feet; thence S 52° 09' 03" W 302.78 feet; thence S 66° 57' 26" W 279.91 feet; thence S 86° 21' 34" W 468.74 feet; thence S 00° 08' 43" E 358.87 feet; thence S 89° 51' 17" W 1316.48 feet; thence N 00° 06' 49" E 302.76 feet; thence N 00° 25' 00" E 589.47 feet to the P.O.B., containing 36.62 acres, more or less, subject to easements and rights-of-way of record.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**CITY OF FAYETTEVILLE, ARKANSAS**  
**A Municipal Corporation**

By: \_\_\_\_\_  
Dan Coody, Mayor

ATTEST:

\_\_\_\_\_  
Sondra Smith, City Clerk

[SEAL]

### ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF WASHINGTON

}  
ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk**, respectively, of the **City of Fayetteville, Arkansas, a Municipal Corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public

RESOLUTION NO. 159-04

**MICROFILMED**

A RESOLUTION OF AUTHORIZATION TO SELL 35 ACRES  
OF CITY LAND SOUTH OF PERSIMMON STREET AND  
WEST OF BROYLES ROAD

**WHEREAS**, pursuant to §34.27 of the Code of Fayetteville, the City Council shall issue notice of its authorization to sell city owned real estate by issuance of a Resolution.

**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 gives notice and authorization to offer for sale 35 acres as described in Exhibit A, south of Persimmon Street and west of Broyles Road and north of the new, westside wastewater plant.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that the property should be rezoned as RSF-4, Residential Single Family, 4 units per acre, prior to its sale.

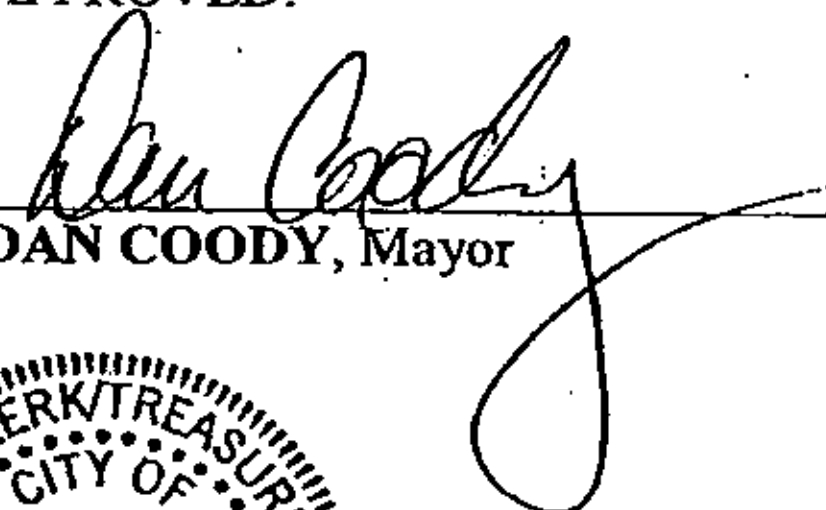
Section 3: That the City Council of the City of Fayetteville, Arkansas hereby determines that this 35 acre northernmost portion of the 300 acres purchased for the location of the western wastewater facility no longer serves a municipal purpose in that it is not needed (except for street and utility easement purposes) for the development and buffering of the new wastewater plant.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the administration to hire two independent appraisers to conduct appraisals of this 35 acre parcel.

**PASSED and APPROVED** this 5<sup>th</sup> day of October, 2004.

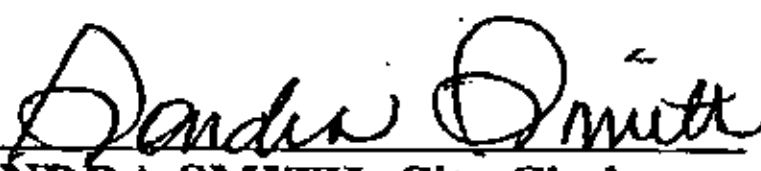
APPROVED:

By:

  
DAN COODY, Mayor

ATTEST:

By:

  
SONDRA SMITH, City Clerk





**RESOLUTION NO. 109-05**

A RESOLUTION SETTING THE MINIMUM BID PRICE FOR THE SALE OF 35 ACRES OF THE WESTSIDE WASTEWATER TREATMENT PLANT SITE, WHICH IS SOUTH OF PERSIMMON STREET AND WEST OF BROYLES ROAD, AT \$29,000.00 PER ACRE FOR A TOTAL MINIMUM BID PRICE OF \$1,015,000.00

WHEREAS, on October 5, 2004, the City Council passed Resolution No. 159-04 authorizing the City to sell this property and rezone this property to RSF-4.

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

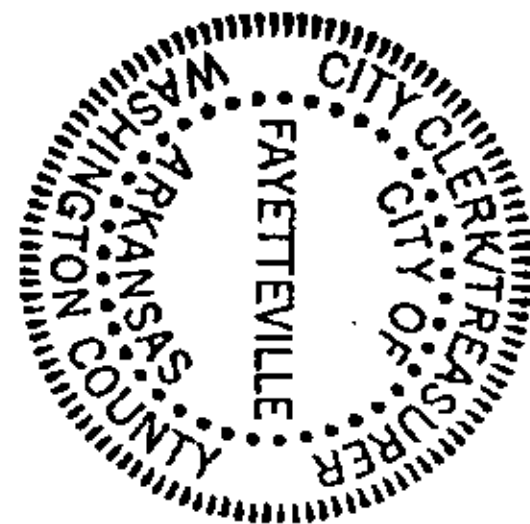
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby sets the minimum bid at \$1,015,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes staff to solicit sealed bids, at the minimum price set by the City Council, from all interested parties.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby determines that bids must equal or exceed the minimum price set by this Resolution and the appraised value of the property.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby requires that as part of the bid, the buyer must agree to build that portion of Persimmon that abuts this land to local street standards (28 feet wide).

PASSED and APPROVED this 7<sup>th</sup> day of June, 2005.



ATTEST:

By: Dandra Smith  
SONDRA SMITH, City Clerk

APPROVED:

By: Dan Coody  
DAN COODY, Mayor



**RESOLUTION NO. 206-05**

A RESOLUTION APPROVING AN OFFER AND ACCEPTANCE CONTRACT BETWEEN THE CITY OF FAYETTEVILLE AND J. B. HAYS AND CHARLES W. SLOAN FOR THE SALE OF APPROXIMATELY 33.436 ACRES OF THE WESTSIDE WASTEWATER TREATMENT PLANT SITE FOR \$1,039,007.00; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT.

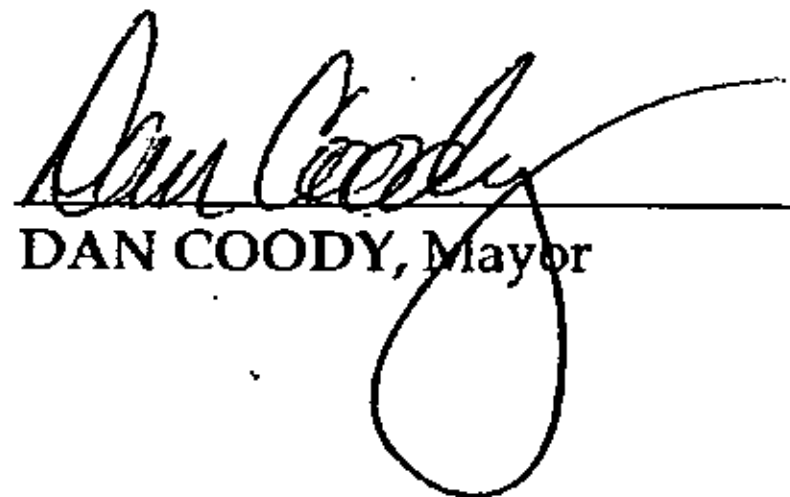
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Offer and Acceptance contract between the City of Fayetteville and J. B. Hays and Charles W. Sloan for the sale of approximately 33.436 acres of the Westside Wastewater Treatment Plant Site for \$1,039,007.00. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute said agreement with J. B. Hays and Charles W. Sloan.

**PASSED and APPROVED** this 18<sup>th</sup> day of October, 2005.

APPROVED:

By:   
DAN COODY, Mayor



ATTEST:

By:   
SONDRA SMITH, City Clerk





THE CITY OF FAYETTEVILLE, ARKANSAS

**TO:** Mayor Dan Coody  
Fayetteville City Council  
**THROUGH:** Gary Dumas, Operations Director (6)  
Steve Davis, Finance and Internal Services Director (A)  
**FROM:** Tim Conklin, Planning and Development Director (TCC)  
**DATE:** September 29, 2005  
**SUBJECT:** Approval of an Offer and Acceptance Contract for \$1,039,007 with  
J.B. Hays and Charles W. Sloan to Sell Approximately 33.436 acres of  
the Westside Wastewater Treatment Plant Site.

---

**RECOMMENDATION**

Staff recommends approval of the contract to sell the property for \$1,039,007.

**BACKGROUND**

The Fayetteville City Council passed Resolution No. 159.04 Notice of Intent to Sell on October 5, 2004 and passed Resolution No. 10905 setting the minimum bid price at 1,015,000. The deadline to submit sealed bids was on September 22, 2005. There was one bid which exceeded the minimum bid price.

The bid does include the condition from the buyer that the property be approved for a residential subdivision and Persimmon Street be relocated to the south through the 33.436 acres.

The property will be required to be rezoned by the City to RSF-4 prior to the sale. The buyer will also be responsible for improving all of Persimmon Street and one-half of 54<sup>th</sup> Street.

**BUDGET IMPACT**

The proceeds from this sale will be used to help fund the wastewater system improvement project.



City of Fayetteville  
Bid 05-64, 33.436 Acres M/L of the Westside Wastewater Treatment Plant Site  
Attachment A: Offer and Acceptance Contract  
*Note: Attachment A must be submitted with bid documents.*

**OFFER AND ACCEPTANCE CONTRACT**

1. Buyer, J.B. Hays & Charles W. Sloan, offers to buy, from the City of Fayetteville, Seller, subject to the terms and conditions set forth herein, the following described property.

**Adjusted Tract "A" Description (Doc. Ref. 2005-00009354 Lot Line Adjustment):**

A tract of land being a part of the North Half (N½) of the Northeast Quarter (NE¼) of Section Fourteen (14), Township Sixteen (16) North, Range Thirty-one (31) West, Washington County, Arkansas, described as follows: Beginning at a railroad spike which marks the northeast corner of said Section 14, as shown on Tyrone Vinson's plat found at Washington County Land Title Record 2000 75843-51 and run thence North 87° 42' 12" West a distance of 2,648.05 feet to a railroad spike which marks the northwest corner of said Northeast Quarter of said Section 14; thence South 02° 35' 16" West along the west line of said Northeast Quarter a distance of 601.00 feet to a set steel pin; thence leaving said west line and running South 87° 42' 12" East a distance of 2647.75 feet to the east line of said Northeast Quarter of Section 14; thence along said east line North 2° 37' 00" East a distance of 601.00 feet to the POINT OF BEGINNING, containing 1,591,366 square feet or 36.53 acres, more or less.

**LESS AND EXCEPT (Persimmon Street Dedication):**

The North Thirty-five (35) feet of the Northeast Quarter (NE¼) of Section 14, Township 16 North, Range 31 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Beginning at the Northeast Corner of the NE¼ of said Section 14 and running North 87° 42' 12" West 2648.05 feet along the North line to the Northwest corner of the NE¼ of said Section 14; thence along the west line of the NE¼ of said Section 14, South 2° 35' 16" West 35.00 feet; thence leaving said west line, South 87° 42' 12" East 2648.03 feet to the east line of the NE¼ of said Section 14; thence North 2° 37' 00" East along said east line 35.00 feet to the Point of Beginning, containing 92,680 square feet or 2.127 acres, more or less.

**LESS AND EXCEPT (54<sup>th</sup> Avenue Dedication):**

A part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 14, Township 16 North, Range 31 West, Washington County, Arkansas, described as follows: Commencing at a railroad spike which marks the Northwest corner of said NE¼ of said Section 14, thence South 02° 35' 16" West along the West line of said NE¼ a distance of 35.00 feet, to the Point of Beginning; thence continuing along said West line South 02° 35' 16" West a distance of 566.00 feet to a set steel pin; thence leaving said West line and running South 87° 42' 12" East a distance of 61.93 feet; thence North 02° 51' 34" East a distance of 566.02 feet, to a point along the proposed south right-of-way line of Persimmon Street; thence along said south right-of-way line; North 87° 42' 12" West a distance of 64.61 feet, to the Point of Beginning, containing 35,810 square feet or 0.822 acres, more or less.

**LESS AND EXCEPT (Broyles Avenue Dedication):**

A part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 14, Township 16 North, Range 31 West, Washington County, Arkansas, more particularly described as follows: Beginning at a steel pin on the east line of the NE¼ of said Section 14, said pin being South 02° 37' 00" West 248.93 feet from the Northeast corner of the NE¼ of the NE¼ of said Section 14; thence leaving the east line of the NE¼ of said Section 14 and running South 12° 34' 42" West 64.91 feet to a steel pin at the beginning of a curve to the left having a radius of 739 feet and a delta angle of 09° 37' 15", thence along the arc of said curve a distance of 124.09 feet to a steel pin; thence South 02° 57' 26" West 165.0 feet; thence South 87° 42' 12" East 23.34 feet, to the East boundary line of the NE¼ of said Section 14; thence along said east boundary line, North 02° 37' 00" East 352.24 feet to the Point of Beginning, containing 6,416 square feet or 0.147 acres, more or less.

**NET ACREAGE: 33.436 ACRES**



2. Purchase Price: subject to the following conditions the Buyer shall pay for the property at closing the total and cash payment of \$ 1,039,007.- cash.
3. Contingent Earnest Money Deposit: The Buyer, J.B. Hays & Charles W. Sloan, herewith tenders a check for \$5,000 to the City of Fayetteville, hereinafter referred to as Seller, as earnest money, which shall apply on the Purchase Price. This offer of purchase is contingent upon approval of the Fayetteville City Council and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under the contract or after all conditions have been met, Buyer fails to close this transaction the earnest money may at the option of the Seller, become liquidated damages to the Seller. Alternatively, Seller may assert legal or equitable rights which it may have because of breach of this contract.
4. Conveyance will be made to Buyer by general warranty deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by Seller.
5. Seller shall furnish, at Buyer's cost a policy of title insurance in the amount of the purchase price from a title insurance company as selected by Buyer.
6. Seller agrees to allow Buyer, at Buyer's expense, to survey the property. Seller agrees, at Seller's expense, to cure any title problems which may result from any differences between the recorded legal description of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
8. Seller acknowledges that Buyer offers to purchase the property as outlined in buyer's proposal and Request For Proposal incorporated herein and made a part hereof.
9. The closing date is designated to be ninety (90) days after acceptance of this offer by the Seller. The location and time of closing shall be agreed to by Seller and Buyer.
10. Possession of the property shall be delivered to the Buyer on the date of closing.
11. All fixtures, improvements and attached equipment are included in the Purchase Price.
12. Risk of loss or damage to the property by fire, other casualty, or natural disaster occurring up to the time of closing is assumed by the Seller.
13. By submitting this bid, you agree that the Fayetteville City Council will award this bid to the bidder that is foreseen to have the "best interest of the City of Fayetteville" in mind. The "best interest of the City of Fayetteville" is to be determined by the Fayetteville City Council.
14. The City of Fayetteville reserves the right to reject any bid.
15. This AGREEMENT shall be governed by the laws of the State of Arkansas.

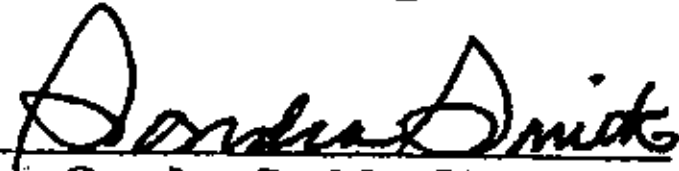
16. This AGREEMENT, when executed by both Buyer and Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
17. This contract expires, if not accepted, on or before the \_\_\_\_\_ day of \_\_\_\_\_, <sup>2005</sup>~~2004~~.
18. **NOTICE:** BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE FAYETTEVILLE CITY COUNCIL'S APPROVAL OF THIS OFFER OF PURCHASE AND THAT THE FAILURE OF THIS ENTITY TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$ 5,000 EARNEST MONEY DEPOSIT.

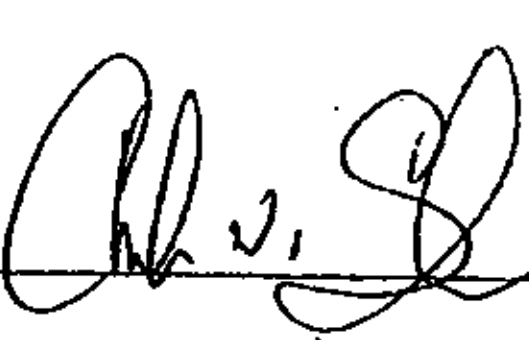
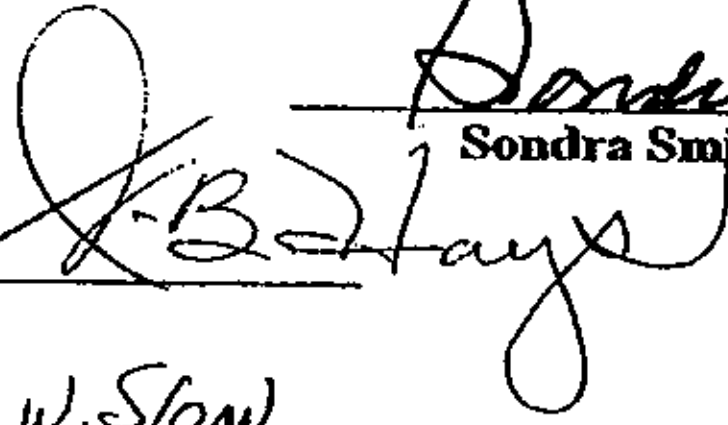
WITNESS OUR HANDS THIS 18<sup>th</sup> DAY OF October, 2005.

CITY OF FAYETTEVILLE,  
FAYETTEVILLE, ARKANSAS

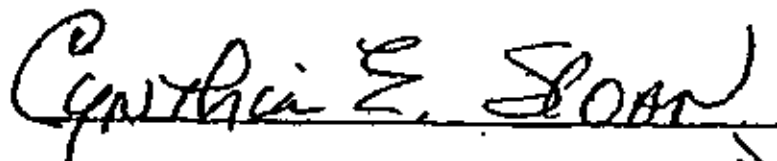
BY:   
DAN COODY, Mayor

ATTEST:

  
Sondra Smith, City Clerk

   
BY J.B. Hays ; Charles W. Sloan  
PRINTED NAME AND TITLE

ATTEST: COMPANY SECRETARY

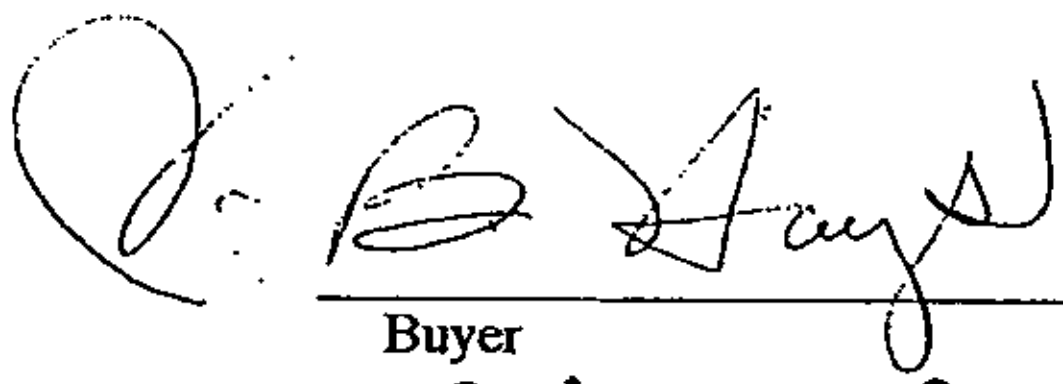
  
1335 Masonic Dr  
BUSINESS ADDRESS Fayetteville, Ar

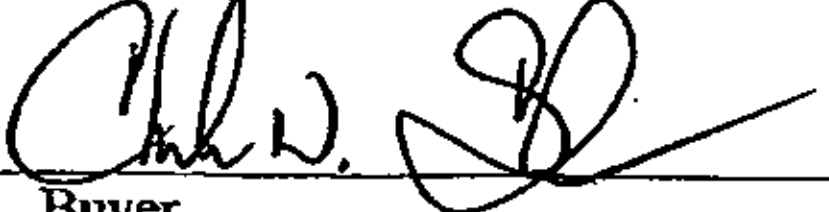
**GENERAL ADDENDUM**

BID 05-64, 34.436 ACRES M/L Westside Wastewater Treatment Plant Site

Bid Offer & Acceptance Subject to the following:

1. Approval for Large Scale Development for Residential Subdivision, by City of Fayetteville and all appropriate governing agencies.
2. Approval for ability to change Master Street Plan to move Persimmon to the South thru 34.436 Acres M/L.

  
\_\_\_\_\_  
Buyer

  
\_\_\_\_\_  
Buyer

  
\_\_\_\_\_  
Seller

  
\_\_\_\_\_



**RESOLUTION NO. 32-06**

**A RESOLUTION TO AMEND THE MASTER STREET PLAN BY  
REALIGNING PERSIMMON STREET BETWEEN BROYLES  
ROAD AND LEGACY POINT SUBDIVISION SOUTH OF THE  
CURRENT ALIGNMENT AS DESCRIBED AND DEPICTED IN  
THE ATTACHED MAP**

**WHEREAS**, Collector Streets are intended to provide traffic circulation within residential areas, collecting traffic to channel it into the arterial system, and should be indirect connections between arterials to discourage use by traffic outside the neighborhood; and

**WHEREAS**, the existing alignment of Persimmon Street continues a long, uninterrupted, direct street connection between arterials that encourages high speed and cut-through traffic from outside the neighborhood; and

**WHEREAS**, the City Council finds that a realignment of Persimmon Street to the south as indicated in the attached map maintains the integrity of the east-west Collector connection while better protecting existing and future neighborhoods by creating a more indirectly aligned Collector Street.

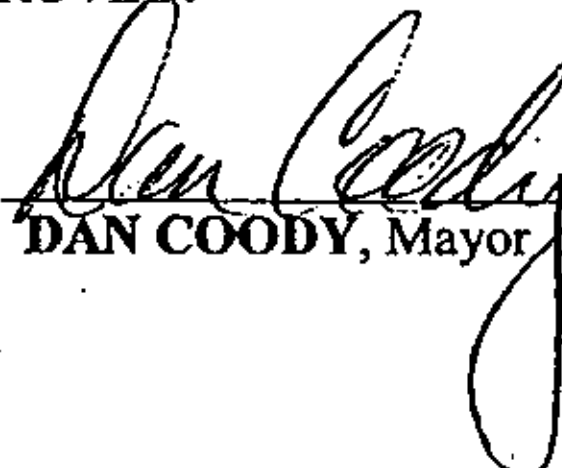
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF FAYETTEVILLE, ARKANSAS:**

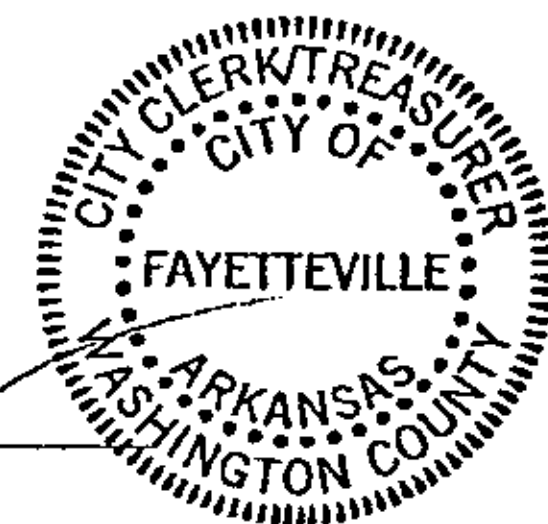
**Section 1:** That the City Council of the City of Fayetteville, Arkansas hereby amends the Master Street Plan as indicated in Exhibit "A" attached hereto and made a part hereof.

**PASSED and APPROVED** this 21<sup>st</sup> day of February, 2006.

APPROVED:

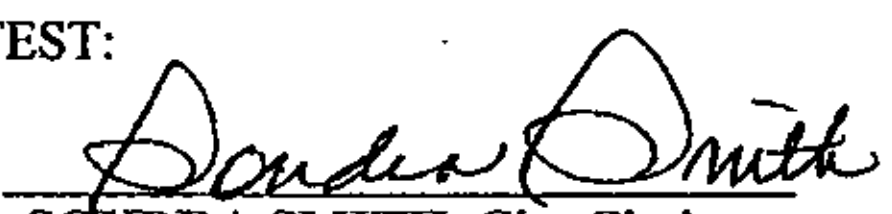
By:

  
**DAN COODY, Mayor**



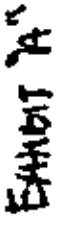
ATTEST:

By:

  
**SONDRA SMITH, City Clerk**







City Council Meeting of February 21, 2006  
Agenda Item Number

## **CITY COUNCIL AGENDA MEMO**

**To:** Mayor and City Council

**Thru:** Gary Dumas, Director of Operations

**From:** Jeremy Pate, Director of Current Planning

**Date:** February 01, 2006

**Subject:** Approval of a resolution to amend the Master Street Plan realigning Persimmon Street between Broyles Road and Legacy Point Subdivision (ADM 06-1916)

### **RECOMMENDATION**

The Fayetteville Street Committee and staff recommend approval of a resolution amending the Master Street Plan to realign Persimmon Street (a Collector) south of its current configuration. The Planning Commission voted unanimously to deny the original proposal as presented, and the applicant has presented an alternative alignment to address some of the raised concerns. This realignment maintains the integrity and purpose of the Master Street Plan, allowing for the needed east-west and north-south future connections in this area.

### **BACKGROUND**

The applicant proposes to amend the Master Street Plan for Persimmon Street between Legacy Pointe S/D Phase IV and Broyles Avenue in West Fayetteville. The primary change lies within property currently owned by the City of Fayetteville, who has contracted to sell to the applicant. Originally a part of the Wastewater Treatment Plant site, approximately 35 acres of property was advertised to sell through the City Council. The contract for purchase includes a contingency that states a Master Street Plan amendment must be approved by the City Council in order for the sale to be finalized. The reason this is requested is due to the current direct alignment of streets in the area that connect major arterials and concerns voiced by neighbors and the applicant about creating cut-through, high-speed traffic if Persimmon is continued in a long, straight stretch (2.8 miles) from the Interstate to Double Springs Road.

Currently Persimmon Street west of Broyles Avenue continues in a direct line to 54<sup>th</sup> Street. It is a gravel road that serves a few large, single family lots to the north. Should the 35 acres to the south be developed, it is likely that a portion of this street would be improved. The applicant proposes to relocate the Collector Street south of the intersection of Broyles and Persimmon (see attached maps), dedicating the entire right-of-way within the property, to allow for a full street section to be constructed at the time of development. This option continues to provide the important east-west connection while creating a more indirect route, thereby discouraging high-speed traffic in this predominantly residential area. The proposal also realigns Persimmon Street west of 54<sup>th</sup>

City Council Meeting of February 21, 2006  
Agenda Item Number

on property recently purchased by the applicant and intended for development of Legacy Pointe Phase V. This would alleviate an intersection issue of Persimmon; 54<sup>th</sup> and the future Sunshine Road, which is a Principal Arterial. The existing Persimmon Street would remain in place, for the most part, though some improvements to provide continued access while discouraging cut through traffic will likely occur at the time of development.

**DISCUSSION**

This item was heard at the Street Committee meeting of January 12, 2006, at which the four members voted to forward this item to the City Council with a recommendation of approval. The Planning Commission on January 23 voted unanimously against the proposal, finding that it did not alleviate any problems in the area and created difficult turning movements. In response to these comments, the applicant has presented a new alternative, in which the intersection alignment is maintained, thereby not creating the difficult turning movements, but moving the rest of the street to the south. Staff is supportive of this new configuration.

**BUDGET IMPACT**

None.







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

21-Nov-06  
City Council Meeting Date

Connie Edmonston *C-E*  
Submitted By

Parks & Recreation  
Division

Operations  
Department

Action Required:

Approval of an Ordinance waiving competitive bidding for playgrounds at Harmony Pointe and Copper Creek Parks; and to apply for and accept a 50 percent matching grant from GameTime *Fight Obesity Through Play Grant Initiative*.

|                      |
|----------------------|
| \$85,161             |
| Cost of this request |
| 2250.9255.5806.00    |
| Account Number       |
| 2013                 |
| Project Number       |

|                         |
|-------------------------|
| \$478,002               |
| Category/Project Budget |
| \$40,461                |
| Funds Used to Date      |
| \$437,541               |
| Remaining Balance       |

|                                 |
|---------------------------------|
| Neighborhood Park Improvements  |
| Program Category / Project Name |
| Neighborhood Park Improvement   |
| Program / Project Category Name |
| Parks Development Fund          |
| Fund Name                       |

Budgeted Item ☒

Budget Adjustment Attached ☐

*[Signature]* 11.3.06  
Department Director Date

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

*[Signature]* 11/6/06  
City Attorney

Received in City Clerk's Office  
**ENTERED**  
11/3/06

*Paul A. Bunker* 11/6/07  
Finance and Internal Service Director Date

Received in Mayor's Office  
**ENTERED**  
11/6/06  
PH

*Don Coady* 11/7/06  
Mayor Date

Comments:

## **CITY COUNCIL AGENDA MEMO**

**To:** Mayor Dan Coody and City Council  
**Thru:** Gary Dumas, Operations Director  
**From:** Connie Edmonston, Parks and Recreation Director  
**Date:** November 3, 2006  
**Subject:** Harmony Pointe and Copper Creek Playgrounds

### **RECOMMENDATION**

Approval of an Ordinance waiving competitive bidding for playgrounds at Harmony Pointe and Copper Creek Parks; and to apply for and accept a 50 percent matching grant from GameTime® *Fight Obesity Through Play Grant Initiative*.

### **BACKGROUND**

GameTime® playground manufacturer is offering a playground grant for public and private projects called *Fight Obesity Through Play Grant Initiative*. This grant does not award funding, but discounts 50 percent off the list price of a GameTime® PowerScape® Plus series playground. Freight and sales tax are extra. To qualify for a 50 percent matching grant, payment in full must accompany the order which must be shipped by December 31, 2006. The City will either utilize a procurement card or check to purchase this equipment. Otherwise if not paid when placing the order, the matching grant is limited to 45 percent of the list price.

### **DISCUSSION**

GameTime® has officially approved this grant for playgrounds at two new parks in Fayetteville pending the approval of City Council. (Please see the attached letter.) We have a GameTime® playground system that was installed at Red Oak Park in 2001. It has proven to be a durable and popular playground.

Acceptance of this grant would require approval of an ordinance waiving competitive bidding. We believe this is a unique opportunity for a significant savings in the purchase of playground equipment at two new undeveloped parks in our system, Harmony Pointe and Copper Creek Parks. Parks and Recreation will issue competitive bids for a contract to install the equipment and provide fall safe surfacing for the playgrounds in 2007.

The cost of the selected playgrounds is \$152,570 including tax and freight. With the 50 percent GameTime® Obesity Grant discount, there is a savings of \$72,299. The total cost of the two playgrounds for the City is \$85,162. (See attached itemized costs and playground designs for Harmony Pointe and Copper Creek Parks.) Two examples of other manufacturers' playgrounds demonstrating the distinct disparity in the size, number of features and play value for the cost, as compared to the GameTime® apparatus allowed through this grant are included in this packet.

GameTime® is one of the major playground manufacturers in the country having been in business for seventy-seven years. They describe their product as very detailed in research, engineering, design and accessibility. GameTime® attempts to design playgrounds that are challenging to children. Because of physically challenging designs incorporated in

Agenda Item Number

GameTime® play systems, children typically burn 75 calories every 30 minutes when playing on this equipment. This is half of the daily minimum recommended by the Surgeon General for physically active children.

Playgrounds will be installed at the following parks:

**Harmony Pointe Park** contains 8.35 acres and is located on the southwest side of our City in the Legacy Pointe Subdivision. This new subdivision contains 360 residential homes. The park will service a five mile radius area consisting of 599 homes. Three public meetings have been conducted to determine the neighborhood's desires for their new park in order to develop a master plan. The neighborhood's highest priority for the park was a playground. The master plan was created by the neighborhood's input, designed by our Park Planners, and approved by our Parks and Recreation Advisory Board. Parks and Recreation Advisory Board approved \$150,000 for the development of Harmony Pointe Park at their October 2, 2006 meeting. The Legacy Pointe Neighborhood Association met with Parks and Recreation Staff on October 25, 2006 to approve the selected playground that would qualify for this grant. (Please see vicinity map and park master plan.)

The 4.58 acre **park at Copper Creek** is located in northeast Fayetteville. The new subdivision contains 211 residential homes. Within the five mile service area of this park, there are 392 homes. Parks and Recreation Staff met with the neighborhood on October 30, 2006 to discuss their priorities for development of the park. The neighborhood's priorities included playgrounds for ages 2 to 5 and 5 to 12 years, as well as a pavilion and landscape elements. The neighborhood also approved the selected playground for this grant. The master plan for this park will be designed by Park Planners and approved by Parks and Recreation Advisory Board. (Please see vicinity map and park site map.)

**BUDGET IMPACT**

Funding for these projects are from the Parks Development Fund and the Park Land Dedication Fund. Funding in the amount of \$108,000 for the development of Copper Creek Park was approved from the Parks Development Fund. The funding for Harmony Pointe was approved at the October 2, 2006 Parks and Recreation Advisory Board meeting for \$150,000 from the Southwest Park Land Dedication Fund.

**Attachments:**

GameTime® Fight Obesity Through Play Grant Initiative Application  
Grant Request Letter  
GameTime® Grant Approval Letter  
Playground Illustrations for the Grant  
GameTime® Itemized Costs  
Examples of Other Manufacturers' Playgrounds (2)  
Harmony Pointe Vicinity Map  
Harmony Pointe Park Master Plan  
Copper Creek Park Vicinity Map  
Copper Creek Park Site Map



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF PLAYGROUND EQUIPMENT FROM GAMETIME BY SOUTHWEST PARKS & PLAYGROUNDS, L.P. IN THE AMOUNT OF \$85,161.00 FOR HARMONY POINTE AND COPPER CREEK PARKS.

**WHEREAS**, GameTime by SouthWest Parks & Playgrounds, L.P. has approved the Parks & Recreation Division for a *Fight Obesity Through Play* Grant, in the form of a fifty percent (50 %) price reduction for playground equipment; and,

**WHEREAS**, the equipment could not be obtained at this low a price through normal competitive bidding procedures; and,

**WHEREAS**, the normal competitive bidding process would not allow the City to realize the savings of \$72,299.00 to equip playgrounds at two new parks, and is therefore deemed unworkable, impractical and not feasible in this instance.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and therefore waives the requirements of formal competitive bidding for the purchase of playground equipment from GameTime by SouthWest Parks & Playgrounds, L.P. in the amount of \$85,161.00 for Harmony Pointe and Copper Creek Parks.

PASSED and APPROVED this 21<sup>st</sup> day of November, 2005.

APPROVED:

By:

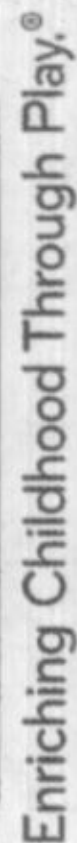
DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk





# Fight Obesity

THROUGH

# Play Grant

One million  
dollars in  
playground  
grants to  
groups like  
yours!



\*\*\*\*\*AUTO\*\*ALL FOR AADC 720  
MS Connie Edmonston  
Fayetteville City Hall  
113 W Mountain St  
Fayetteville AR 72701-6069

T243 P1

PRSRT STD  
U.S. POSTAGE  
PAID  
BIRMINGHAM, AL  
PERMIT NO. 159

U.S. COMMUNITIES



1-800-235-2440  
www.gametime.com

PO Box 680121 Fort Payne, AL 35968





# Fighting Obesity Through Play Grant

## How do we apply for funds?

Complete the application form on the back of this sheet, have the information validated by the project manager, and return it to your GameTime representative by mail or fax. This offer is based upon a first-come, first-served basis and matching funds are limited to the first \$1,000,000 in purchase orders received and accepted by GameTime.

## Why is GameTime offering \$1,000,000 in grant funds?

GameTime has conducted research with childhood development experts on the remarkable effect that play can have on reducing obesity in children. We understand that children see play

as fun, not as exercise, and providing readily accessible play equipment can help to ensure they grow up enjoying active lifestyles, therefore establishing lifelong fitness habits. We are pleased to assist you achieve that goal, by announcing the Fighting Obesity Through Play Grant Initiative. Fill out the enclosed application, tell us about your project and why you feel you should receive a GameTime Grant, then give your application to your local GameTime representative.

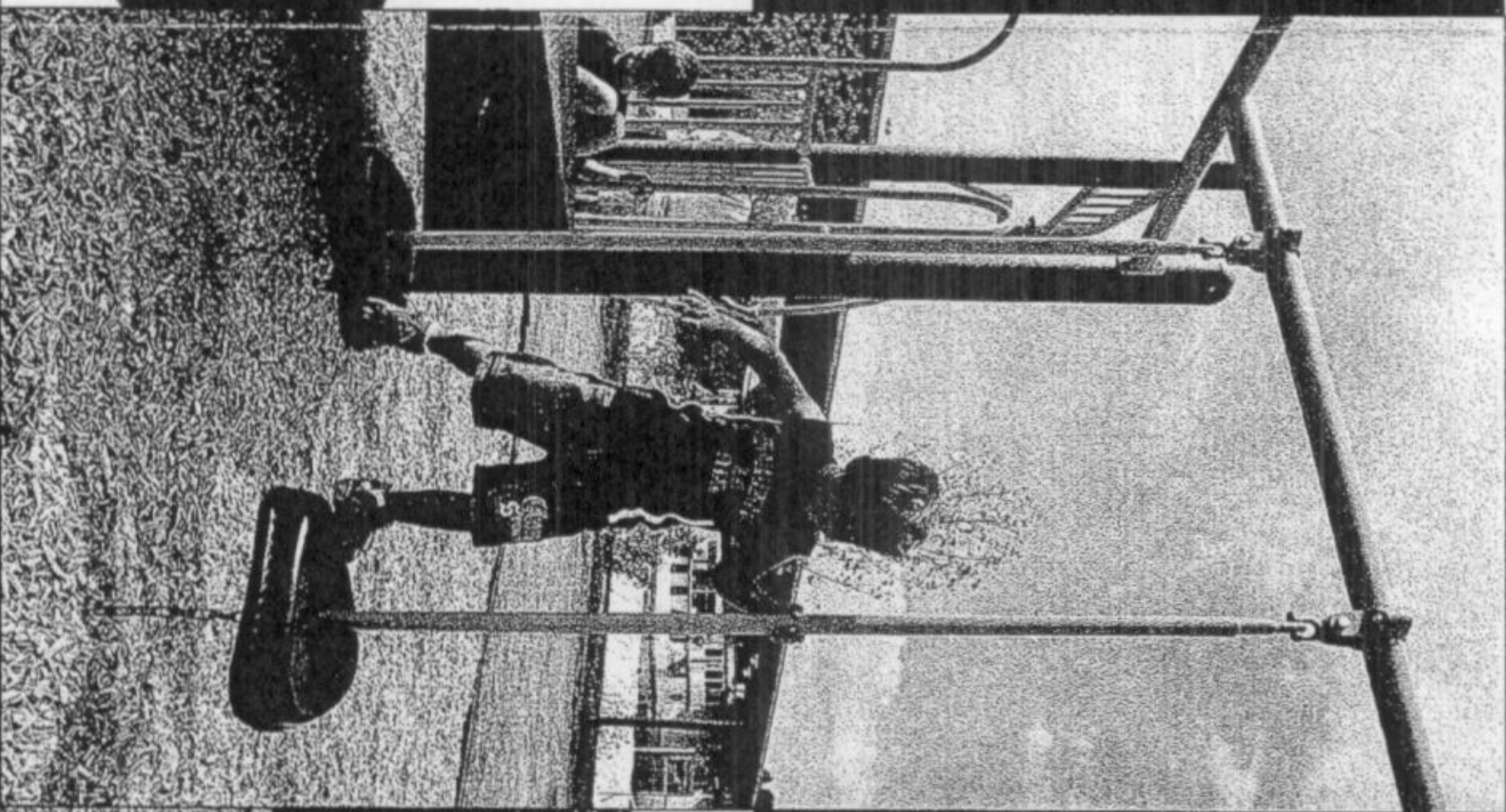
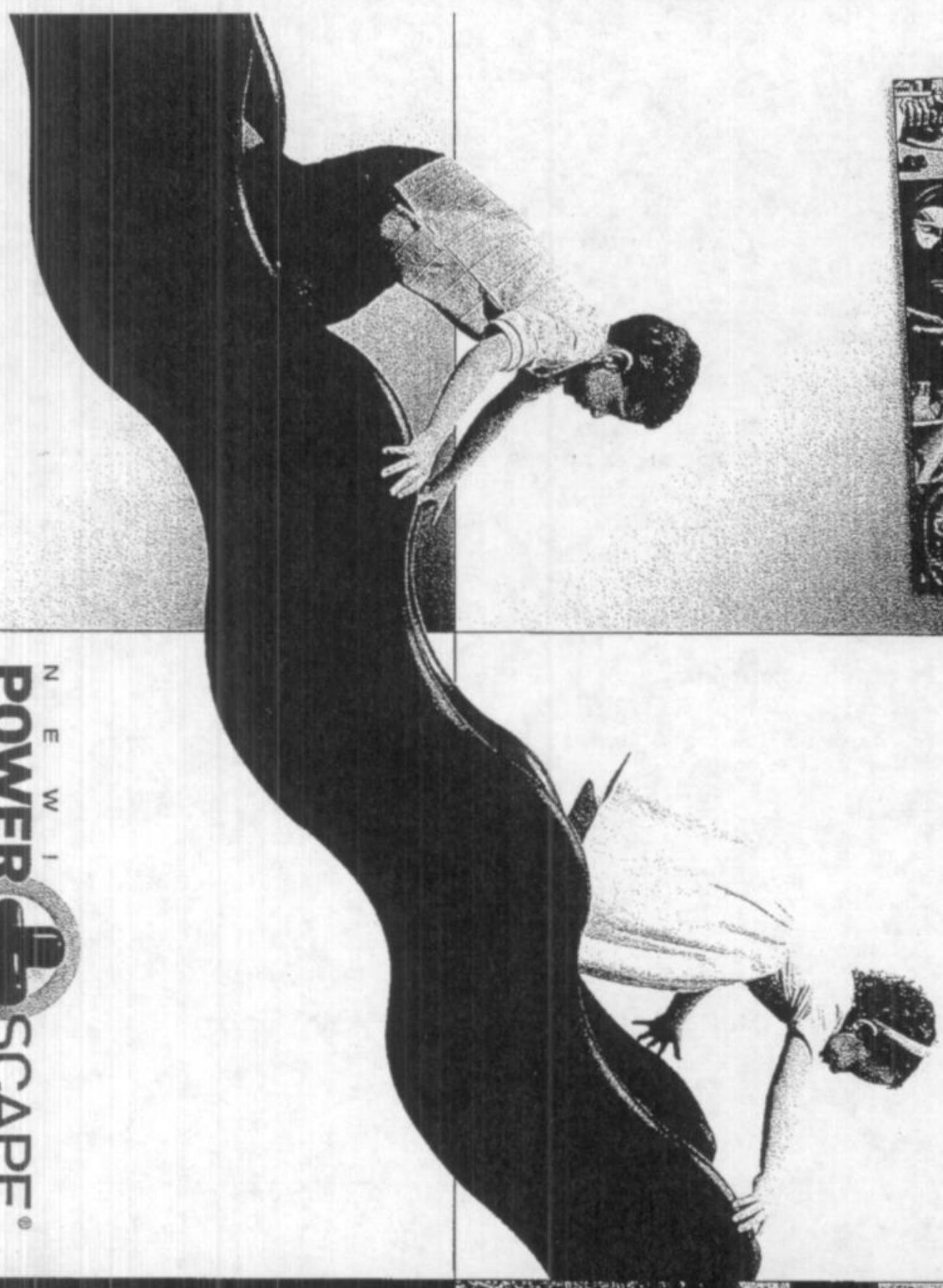
1-800-235-2440  
www.gametime.com





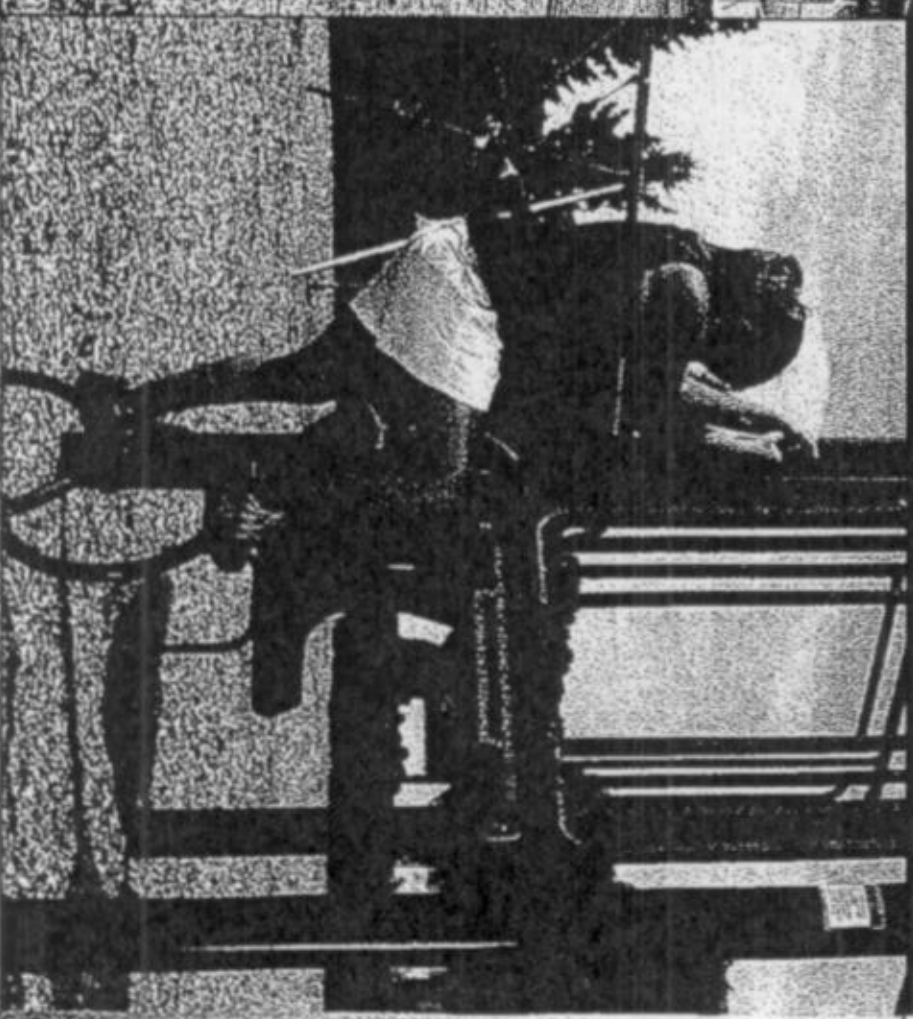
## What are the product choices?

Select from all of our PowerScape® Plus predesigned play systems. Choose a unit from our 2006 Catalog, [www.gametime.com](http://www.gametime.com), or contact your local representative about all the options. For more information, refer to the Matching Funds application form.



## When does the offer expire?

This offer is valid only for purchase orders made before midnight of November 15, 2006. Orders accepted by GameTime must ship by December 31, 2006. See rules and limitations on the application form.



## Who is eligible?

Select public and private projects are eligible for this offer. Matching funds may only be applied to additional GameTime purchases, only in conjunction with the original purchase, and are only available on a first-come, first-served basis. Prior to approval, GameTime will require validation of the pertinent project information by an authorized facility official.



Enriching Childhood Through Play

# A Million Dollars in Grant Funds!



**Instructions**  
Read carefully

Project administrator's signature

**Authorization**  
Signature

**Rules & Limitations**  
Read carefully

Consult your GameTime catalog for complete product information and model numbers.

**Equipment Choices**

List your actual contribution to the play equipment purchase only.

**Budget Info**

List specific info about the area in which the play equipment will be located

**Site Info**

Please provide a description of your organization, its goals, and why it should be considered for a grant.

**Background**

**Project Info**  
List contact info and address of your project

**Instructions**  
Read carefully

Name (please print): Connie Edmonston  
Title: Parks and Recreation Director

Authorized Signature: *Connie Edmonston*  
Date: 10/24/06

GameTime grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2006 Park & Playground Catalog apply. Freight and applicable sales tax are extra and not included. To qualify for a 50% matching grant, payment in full must accompany your order. For orders requiring and qualifying for thirty day credit terms, the matching grant shall be limited to 45% of the list price for the equipment offered herein. No other offer, discount, or special programs can be used with this promotion. This special matching fund offer applies to pre-designed PowerScape® Plus systems. All applications must be validated by the project administrator. GameTime reserves their right to decline any application for a GameTime grant. Orders accepted by GameTime must ship by December 31, 2006. This offer expires November 15, 2006.

**Matching Grant Rules and Limitations:**

Find a unit with these play events:  
Copper Creek Park  
age 2-5 AFCCOC306 / age 5-12 AFCCOF206  
Harmony Pointe Park  
age 2-5 AFCCOF106 / age 5-12 AFHPP106

**2006 Catalog Equipment Selection:**

PowerScape Plus Model #:

Dollar Amount you want GameTime to match: \$44,946.44 City Contribution

Number of players: 110-120 Age range: 2-5/5-12 Total play area size: see plan detail Is the site level? see plan detail  
Special site conditions: (utilities, retaining walls, soil conditions, excessive slope or existing concrete slab, etc.)  
Parks are currently undeveloped.

See attached memo

Fayetteville Parks and Recreation is a division of the City of Fayetteville. Our mission is:  
To meet the parks and recreational needs of all by providing a safe and diversified park system that encourages community pride, visionary planning and operations, and environmental stewardship

Project Name: Fayetteville Park and Recreation  
Type: Public Park  
Address: 113 W. Mountain St  
City: Fayetteville  
State: Ar Zip: 72701  
Contact Person: Connie Edmonston  
Title: Parks and Recreation Director  
Phone: 479.444.3471 Fax: 479.521.7714  
E-mail: cedmonston@ci.fayetteville.ar.us

Please complete the appropriate sections of the application form. Once completed, validate the information by means of the project administrator's signature. Immediately return the completed and signed application form to your GameTime representative.





Fayetteville Parks & Recreation  
113 West Mountain Street  
Fayetteville AR 72701

---

October 30, 2006

Dave Farson  
Key Accounts Manager  
GameTime®  
PO Box 680121  
Fort Payne, Alabama 35968

Dear Mr. Farson,

The City of Fayetteville Parks and Recreation is respectfully requesting a *Fight Obesity Through Play Grant Initiative* award from GameTime®. Arkansas Governor Mike Huckabee has launched a campaign called Healthy Arkansas for a better state of health. His program focuses on three primary areas including physical activity, nutrition and tobacco use. Studies by the Arkansas Center for Health Improvement revealed that 40 percent of the children in Arkansas public schools were overweight or at risk for becoming overweight. A study by Sallis and Novell stated one of the ten most common reasons for not adopting more physically active lifestyles is the lack of parks, sidewalks, bicycle trails or safe and pleasant walking paths convenient to their homes or offices. We support your efforts to keep children active in order to establish lifelong healthy fitness habits. GameTime®'s generous grant assistance to establish playgrounds for children in Fayetteville's neighborhood parks located within densely populated areas would achieve the goal that we both share, and that is to promote children's health. We are requesting a 50 percent match for playground equipment at two undeveloped new park sites that are located within one half mile of over 991 homes.

Harmony Pointe Park contains 8.35 acres and is located on the southwest side of our City. This new subdivision contains 360 residential homes. The park will service a five mile radius area consisting of 599 homes. Three public meetings have been conducted to determine the neighborhood's desires for their new park in order to develop a master plan. The neighborhood's highest priority for the park was a playground. The master plan was created by the neighborhood's input, designed by our Park Planners, and approved by our Parks and Recreation Advisory Board. The neighborhood chose the earth tone colored playground as displayed at the 2006 NRPA Conference called the Powerscape Plus Special and the Rascal playground for ages 2 to 5 years (page 78).

The 4.58 acre park at Cooper Creek is located in northeast Fayetteville. The new subdivision contains 211 residential homes. Within the five mile service area of this park, there are 392 homes. Parks and Recreation Staff met with 15 neighbors on October 30, 2006 to discuss their priorities for developing their park. The neighborhood's priorities included playgrounds for ages 2 to 5 and 5 to 12 years, as well as a pavilion and landscape elements. This neighborhood selected the Rockscape model for ages 5 to 12 (page 52) with the Arched Perforated Metal Roof substituted for the roof top (page 132) and Little Climb N Slide for 2 to 5 years (page 86). The colors selected are to also be earth tone as the Harmony Pointe Park neighborhood selected.

This 50 percent grant request is pending approval of our City Council at their November 21, 2006 meeting. The City will purchase the playground when ordered either with a procurement card or check as required to qualify for the 50 percent grant.

Thank you for your consideration of the City of Fayetteville's Fight Obesity through Play Grant Initiative application. If further information is needed, please call me at 479-444-3473 or [cedmonston@ci.fayetteville.ar.us](mailto:cedmonston@ci.fayetteville.ar.us). We believe providing GameTime® playgrounds to serve these heavily populated areas within our City will ultimately serve the purpose of this grant to fight obesity in children by promoting physical activity through play.

Respectfully submitted,



Connie Edmonston  
City of Fayetteville  
Parks and Recreation Director



10-31-06

Ms. Connie Edmonston  
Director of Parks and Recreation  
City of Fayetteville  
113 W. Mountain Street  
Fayetteville, AR 72701

Dear Ms. Edmonston,

We have received your Fighting Obesity Grant application and we are pleased to confirm that the City of Fayetteville has been approved for this grant. Please refer to the GTRep Quote #260530401 provided by Southwest Parks & Playgrounds, L.P. for the details of the matching grant dollars and terms. We appreciate your interest in the value of play in fighting obesity while creating rich outdoor play environments for children, families and communities.

Please let us know if there is anything else we can do for you.

Sincerely,

A handwritten signature in cursive script that reads "David Farson".

David Farson  
Key Accounts Manager  
GameTime  
150 GameTime Drive  
Fort Payne, AL 35967  
Phone: 800-633-2394 Ext. 5399





## Enriching Childhood Through Play.

**BY:**

**SWP P**

## SouthWest Parks & Playgrounds

**SouthWest Parks & Playgrounds, L. P.**

P. O. Box 50048

Denton, Texas 76206-0048

**1.800.433.5347**

940.380.9038

**Fax: 940.381.0463**

**Date:** 11/1/2006

## City of Fayetteville

**Attn: Connie Edmonston**

113 W. Mountain Street

Fayetteville AR 72701

**phone 479.444.3472**

email cedmonston@ci.fayetteville.ar.us

GTRep Quote #: 260530401

RE: ~~★~~ Copper Creek Park ~~★~~

Page 4 of 4

**ITEMIZATION:**

## GAMETIME EQUIPMENT

Prepared by: Charlene Myers

**File No.: S/JB/Fayetteville.xls**

[illegible]



| <b>Qty</b> | <b>Catalog No.</b> | <b>Description</b>                     | <b>Unit Weight</b> | <b>Unit Price</b>          | <b>Extended Price</b> |
|------------|--------------------|----------------------------------------|--------------------|----------------------------|-----------------------|
|            |                    | <b>Ages 5 - 12</b>                     |                    |                            |                       |
| 1          | AFHPP106           | Game Time modular Powerscape Plus unit |                    | \$ 69,068.84               | \$ 69,068.84          |
|            |                    |                                        |                    |                            |                       |
|            |                    | <b>Ages 2 - 5</b>                      |                    |                            |                       |
| 1          | AFCOF106           | Game Time modular Powerscape Plus unit |                    | \$ 12,125.12               | \$ 12,125.12          |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
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|            |                    |                                        |                    |                            |                       |
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|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    |                            |                       |
|            |                    |                                        |                    | Sub-Total                  | \$ 81,193.96          |
|            |                    |                                        |                    | Freight                    | \$ 4,349.46           |
|            |                    |                                        |                    | 50% Obesity Grant discount | \$(40,596.98)         |
|            |                    | <b>GameTime Equipment Total</b>        |                    | <b>TOTAL</b>               | <b>\$ 44,946.44</b>   |



BY: **SWPAP**

**SouthWest Parks & Playgrounds**  
**SouthWest Parks & Playgrounds, L. P.**  
P. O. Box 50048  
Denton, Texas 76206-0048  
1.800.433.5347  
940.380.9038 Fax: 940.381.0463

Date: 11/1/2006

City of Fayetteville  
Attn: Connie Edmonston  
113 W. Mountain Street  
Fayetteville AR 72701  
phone 479.444.3472  
email [cedmonston@ci.fayetteville.ar.us](mailto:cedmonston@ci.fayetteville.ar.us)  
GTRep Quote #: 260530401

RE: ~~Harmony Pointe & Copper Creek Parks~~  
Page 1 of 4

**SUMMARY:**

Prepared by: Charlene Myers  
File No.: S/JB/Fayetteville.xls

| Qty                                                                                                                                    | Product | Description          | Unit Wt | Unit Price | Extended Price      |
|----------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------|---------|------------|---------------------|
|                                                                                                                                        |         | Harmony Pointe Park  |         |            | \$ 44,946.44        |
|                                                                                                                                        |         | page 3 of 5          |         |            |                     |
|                                                                                                                                        |         | Copper Creek Park    |         |            | \$ 35,324.14        |
|                                                                                                                                        |         | page 4 of 5          |         |            |                     |
|                                                                                                                                        |         | Tax                  |         |            | \$ 4,891.23         |
| <i>Note: if a check is not sent with the order the discount will have to be reduced by 5%. Please call the office for a new quote.</i> |         |                      |         |            |                     |
|                                                                                                                                        |         |                      |         |            |                     |
|                                                                                                                                        |         |                      |         |            |                     |
|                                                                                                                                        |         |                      |         |            |                     |
|                                                                                                                                        |         | <b>PROJECT TOTAL</b> |         |            | <b>\$ 85,161.81</b> |

Accepted by: \_\_\_\_\_

PO #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Purchase Orders and/or Checks should be made out to GameTime by SouthWest Parks & Playgrounds.**

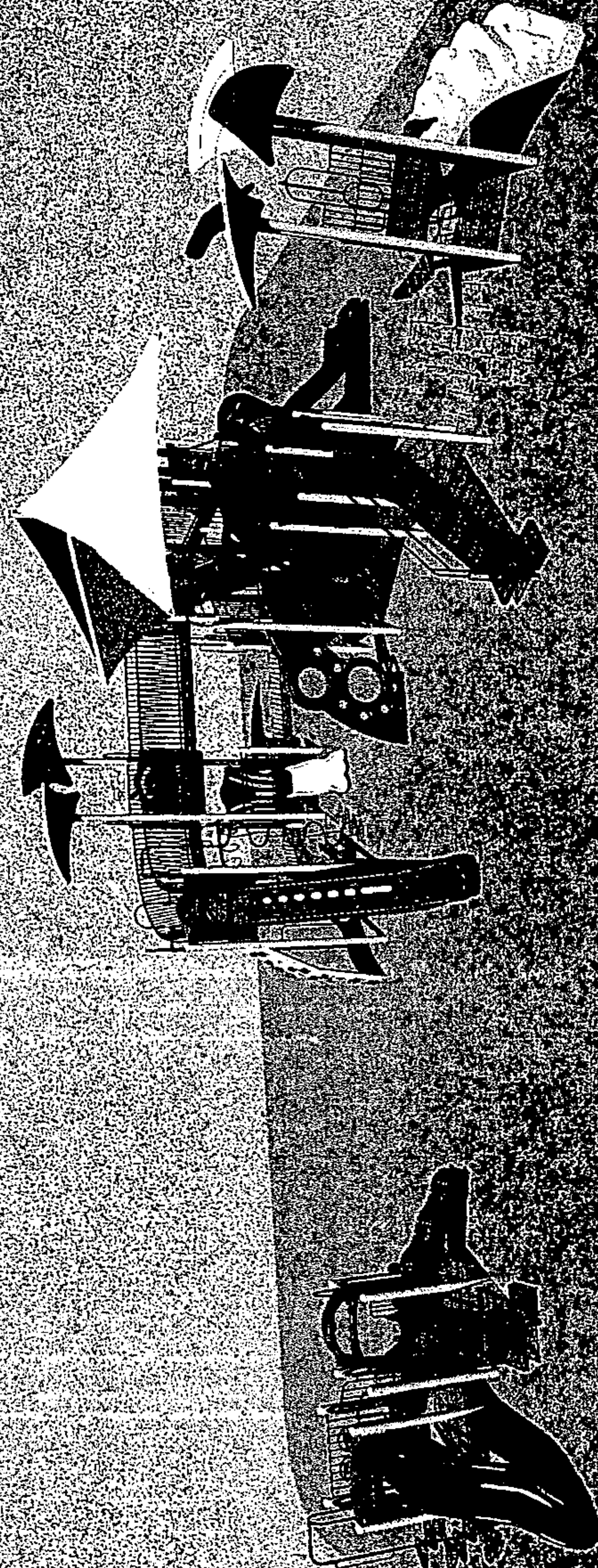
John Barre, Sales Representative



HARMONY POINTE PARK FAYETTEVILLE, AR

UNIT #AFHPP106A

NEW  
**POWER**  **SCAPE**  
PLAY SYSTEMS



THE ACTUAL COLORS MAY VARY  
FROM THOSE SHOWN ON DRAWING

**SWP&P**  
Southwest Parks & Playgrounds

John Barre  
Sales Representative  
Mobil 801.772.4020  
800.433.5347

800.555.2110 WWW.GAMETIME.COM

**Gametime**

1516  
Copper Creek Pla  
Page



| No. | Penalty | Date |
|-----|---------|------|
|     |         |      |
|     |         |      |
|     |         |      |

**This play equipment is  
recommended for children  
ages 5 - 12 .**

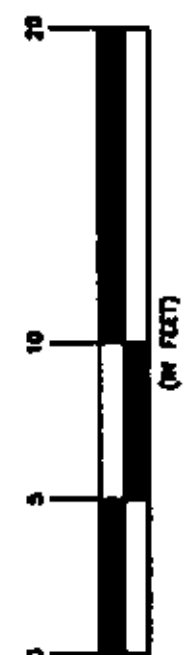
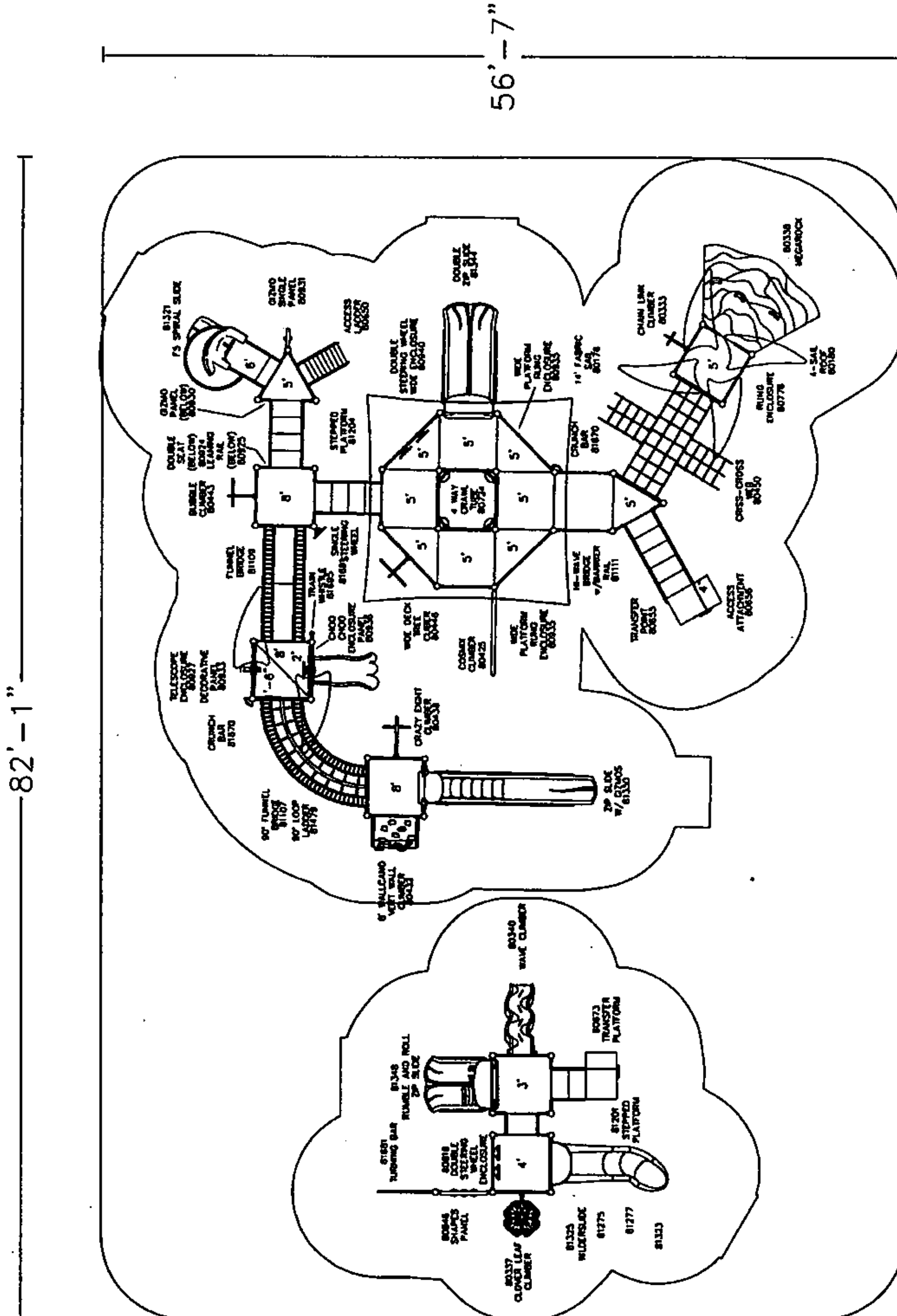
Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

This unit includes play events and routes of travel designed specifically for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (American's with Disabilities Act).



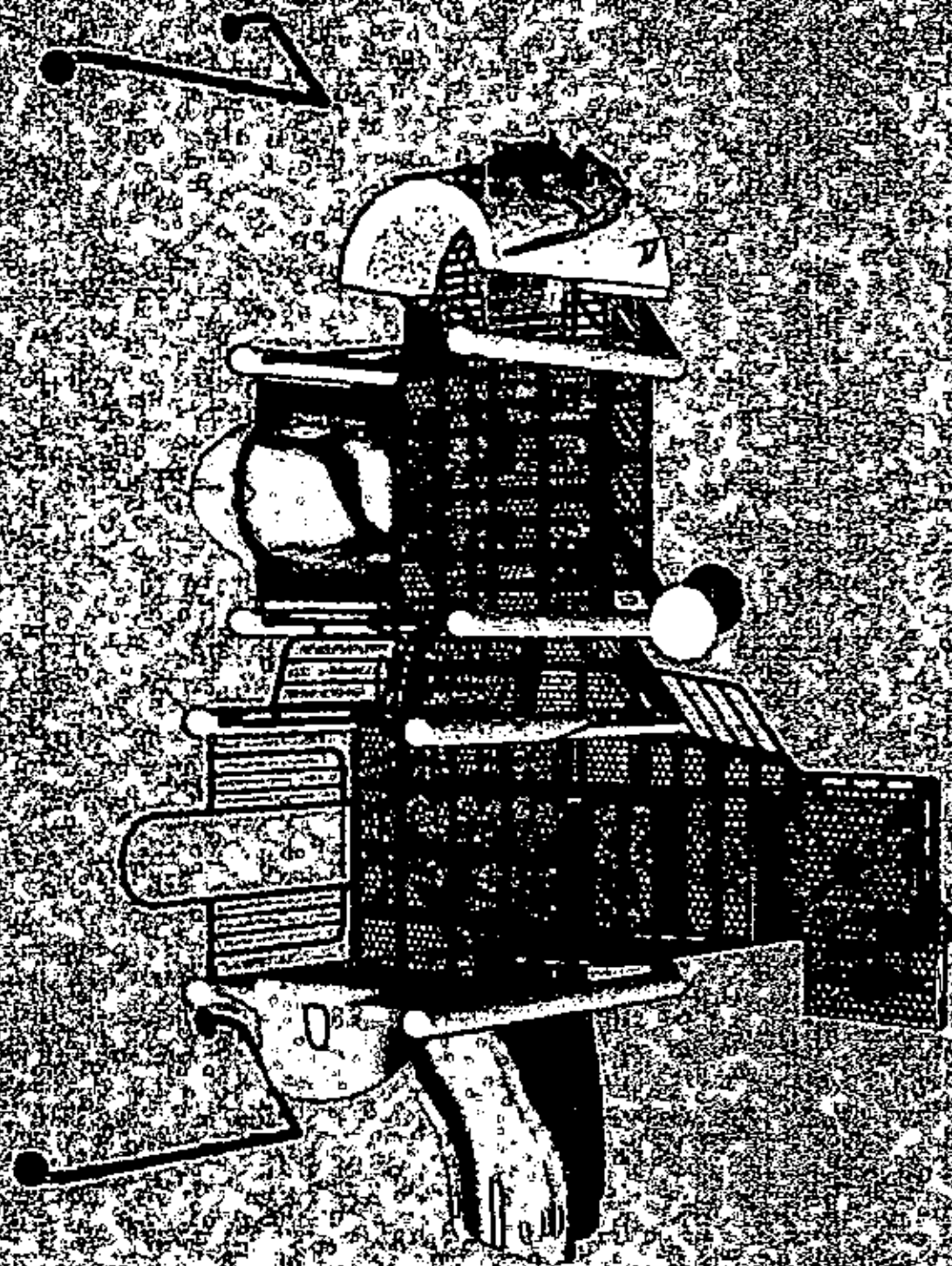
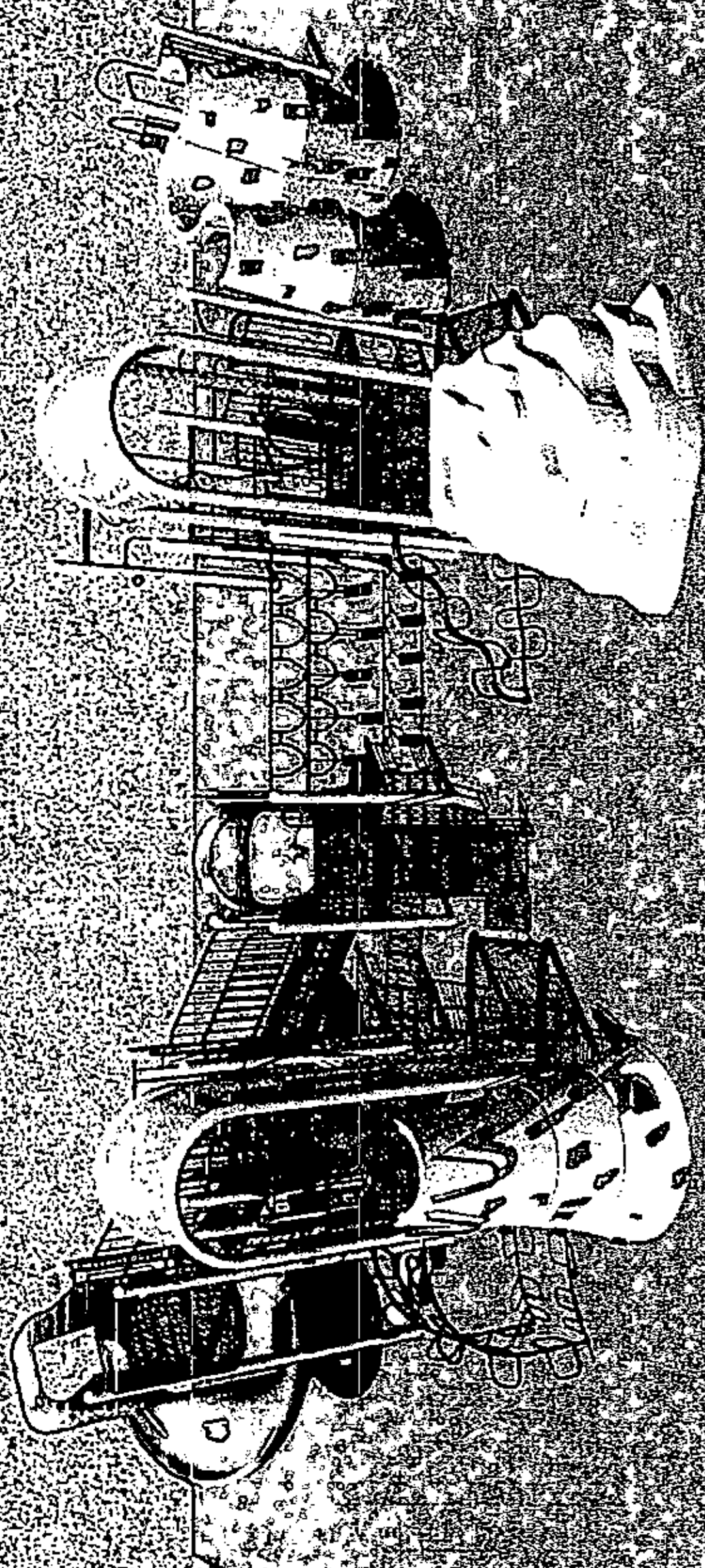
|                           |                      |
|---------------------------|----------------------|
| Drawn By:<br>RL           | Scale:<br>1" = 5'-0" |
| Date:<br>10/31/2006       |                      |
| Drawn/Noted:<br>AFHPP/LSA |                      |

|                                                  |   |
|--------------------------------------------------|---|
| Total elevated play components                   | 0 |
| Total elevated components accessible by ramp     | 0 |
| Total elevated components accessible by transfer | 0 |
| Total accessible ground level components shown   | 0 |
| Total different types of ground level components | 0 |





COPPER CREEK PARK FAYETTEVILLE, AR



UNIT #AFCOF206A

**SWP&P**  
Southwest Parks & Playgrounds

John Barre  
Sales Representative  
Mobil 601.772.4020  
800-433-5347

WWW.GAMETIME.COM

**Gametime**

12345678910



85002 MODIFIED

| NO. | Revision                                               | Date  |
|-----|--------------------------------------------------------|-------|
| 1   | REDRAWN IN NEW CONTS.                                  | 8 8   |
| 2   | Revised Section 101 added per new design requirements. | 21 83 |
| 3   | REDRAWN IN NEW CONTS.                                  | 24 84 |

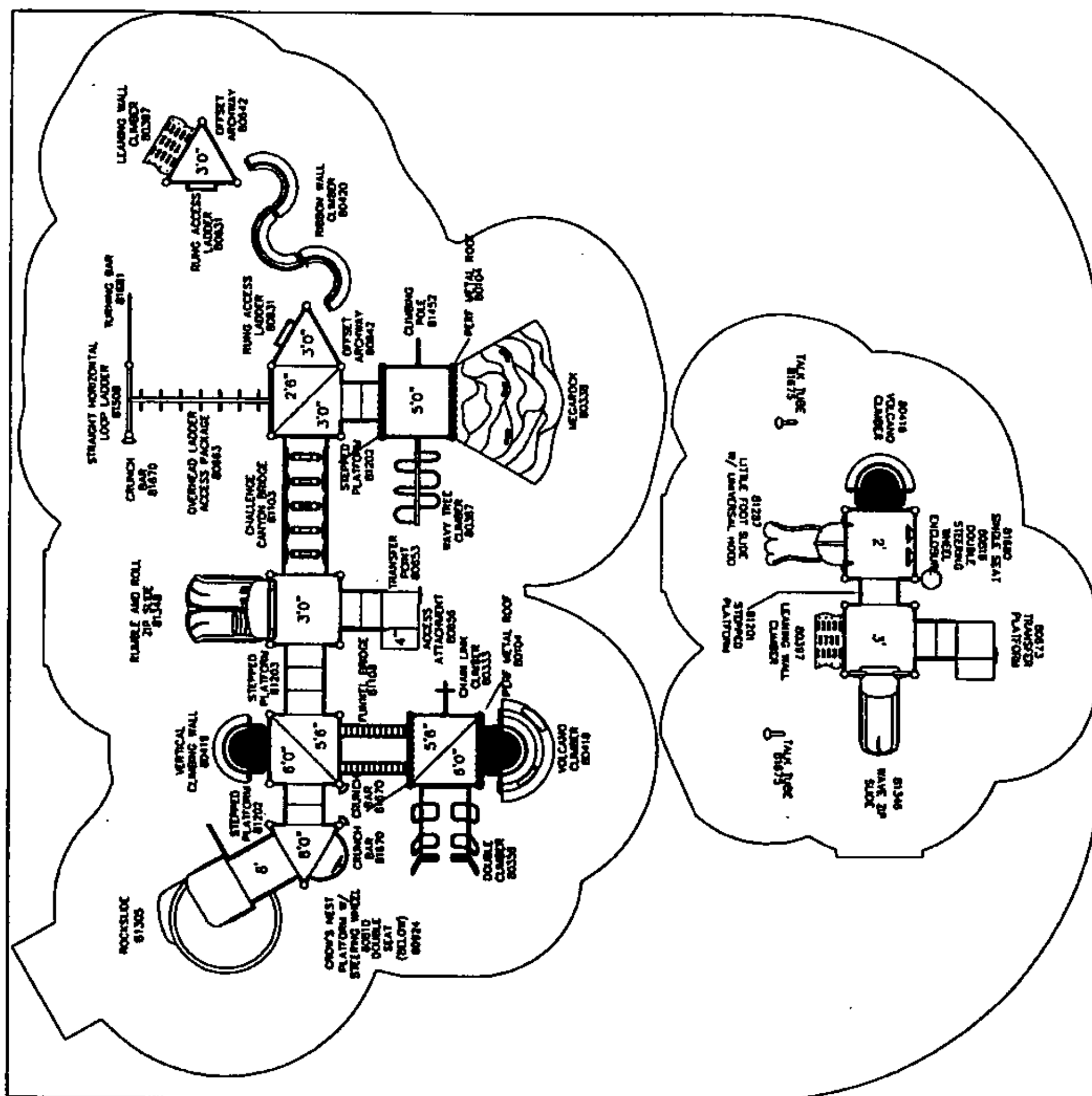
This play equipment is recommended for children ages 5 - 12.

Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

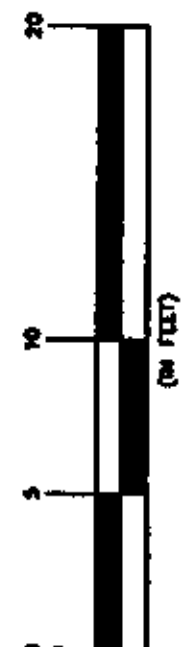
This unit includes play events and routes of travel designed specifically for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (American's with Disabilities Act).



|                            |                    |
|----------------------------|--------------------|
| Drawn By:<br>C M           | Scale:<br>NO SCALE |
| Date:<br>10/31/06          |                    |
| Drawing Name:<br>AEGOE208A |                    |
| GT Quote Number:           |                    |



|                                                  |    |          |
|--------------------------------------------------|----|----------|
| Total elevated play components                   | 15 | Required |
| Total elevated components accessible by ramp     | 9  | Required |
| Total elevated components accessible by transfer | 5  | Required |
| Total accessible ground level components shown   | 4  | Required |
| Total different types of ground level components | 3  | Required |



# KIDBUILDERS<sup>TM</sup> STEEL

STEEL RAILING AND BRACE

Cost Total \$36,925  
\*tax and freight not  
included

You don't have to sacrifice looks to get a play system that will stand up to tough conditions. Choose Steel for your KidBuilders play system and components. KidBuilders Steel offers clean lines, clean welds and long-lasting color, and it's surprisingly cost-effective. You can even create your own look by asking us to laser cut custom graphics into your play panels.



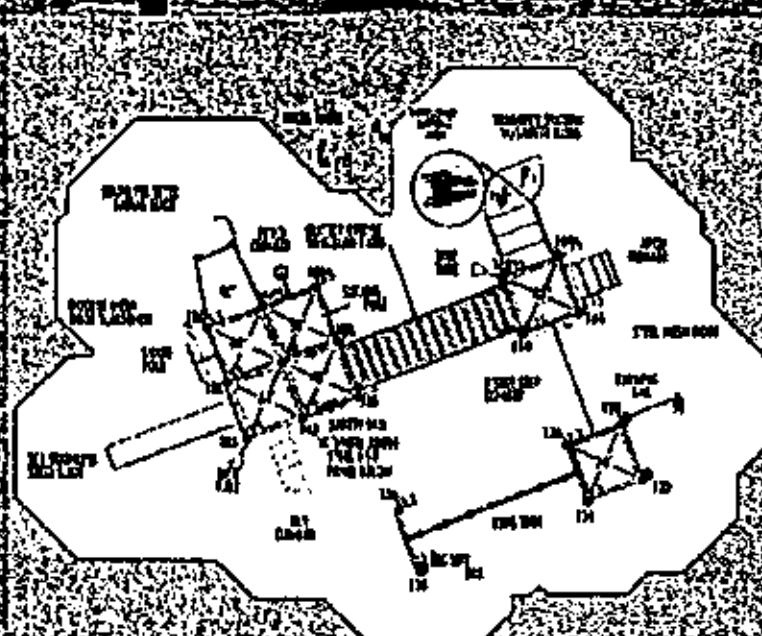
**merced county parks**  
merced, california

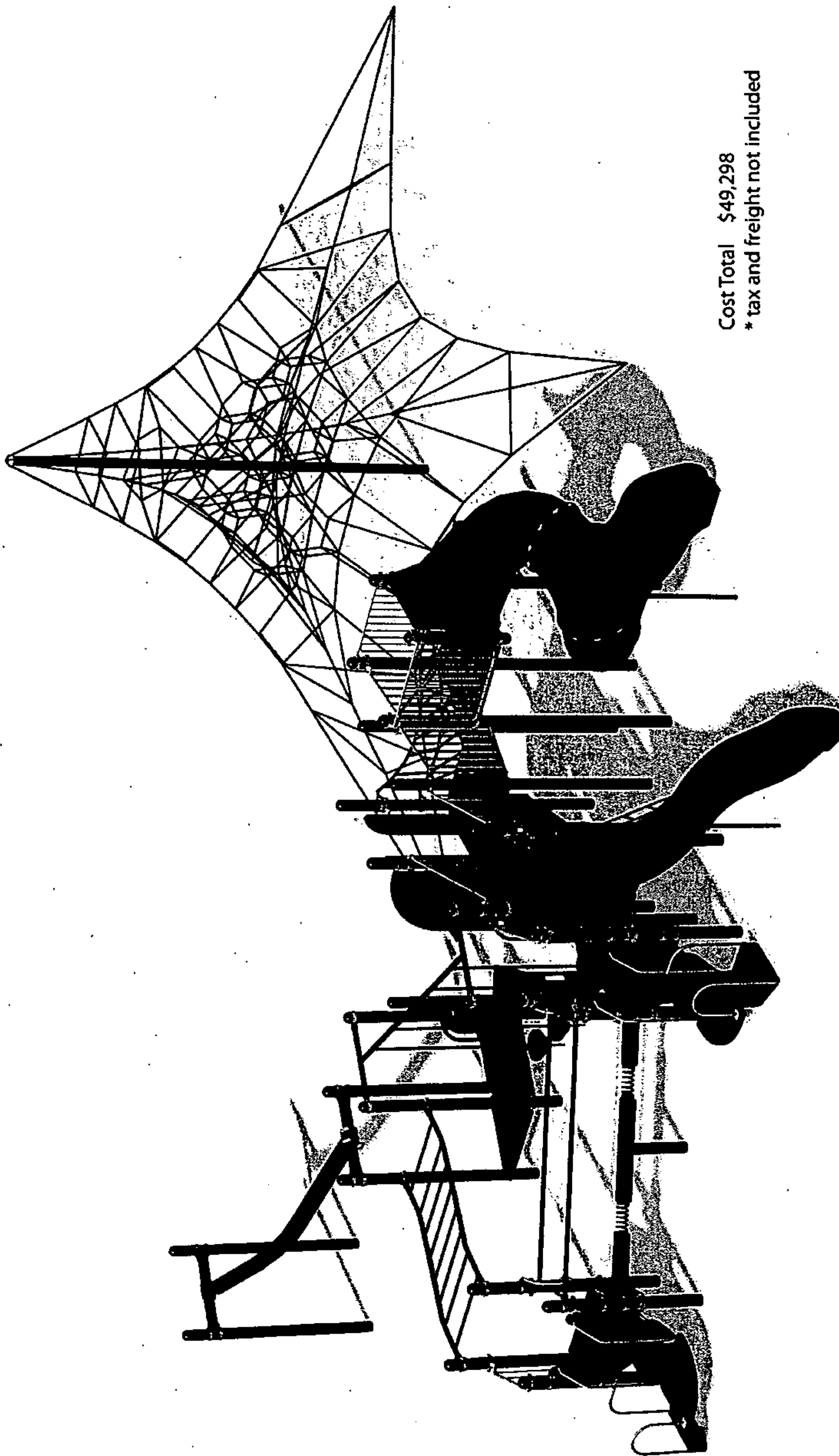
**KidBuilders**  
THEME

**KBS 601**  
\$34,835

**AGES**  
5 | 12

 min. use zone: 51' x 40'  
(9.4m x 12.2m)  
weight: 5,530 lbs. (2,508 kg)





Cost Total \$49,298  
 \* tax and freight not included



# LANDSCAPE STRUCTURES

ARKOMA  
PLAYGROUNDS & SUPPLY

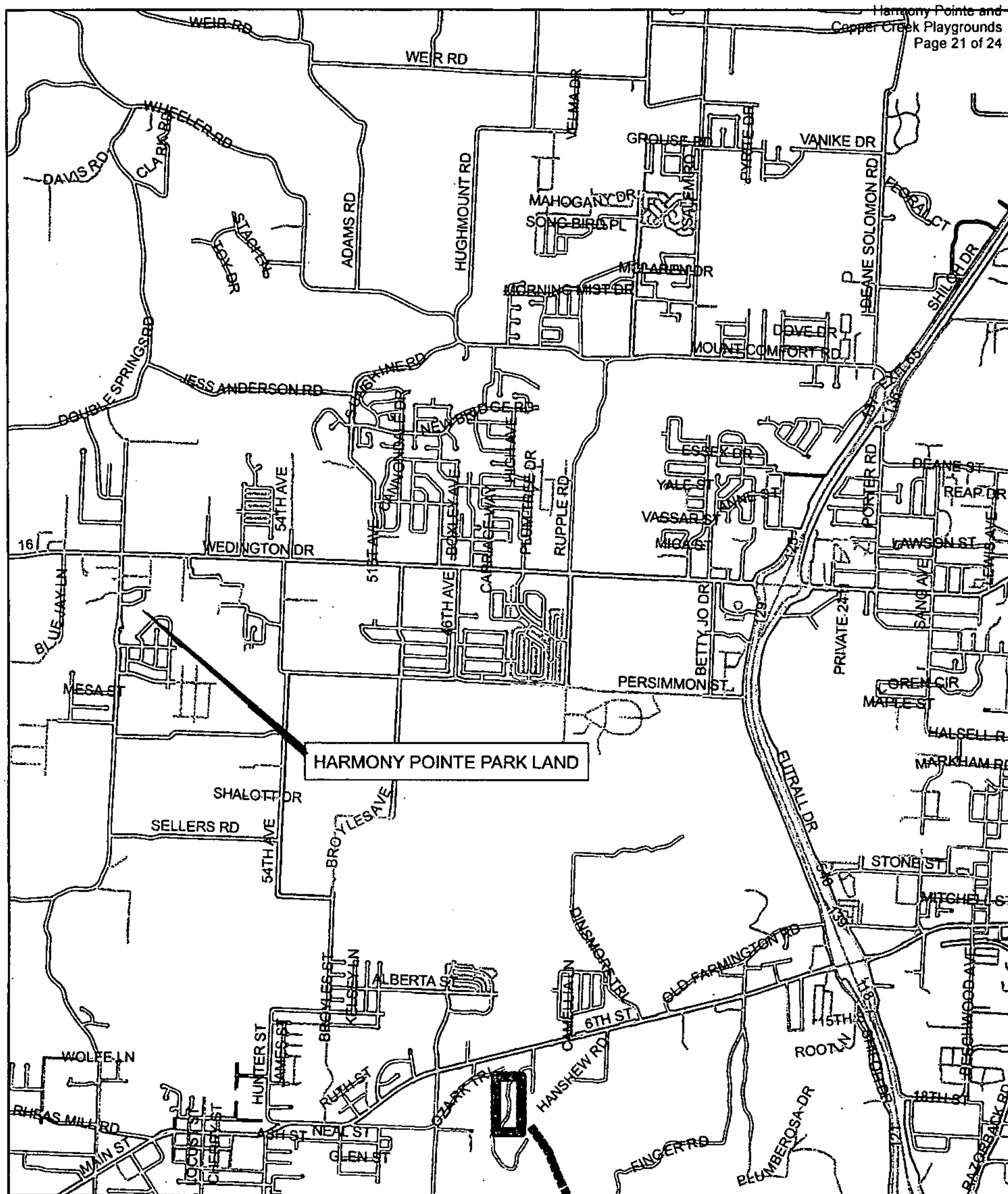
Legacy Point

Fayetteville, AR

1289

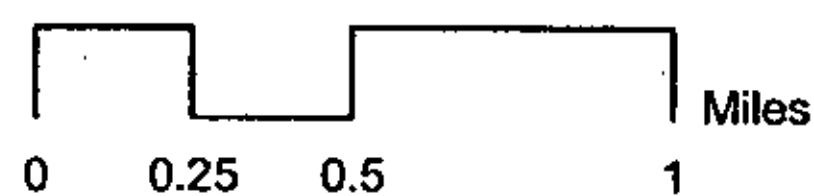
9/14/2006





N

# VICINITY MAP HARMONY POINTE PARK LAND



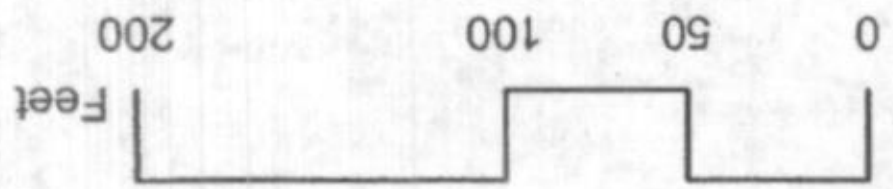








# COPPER CREEK PARK LAND

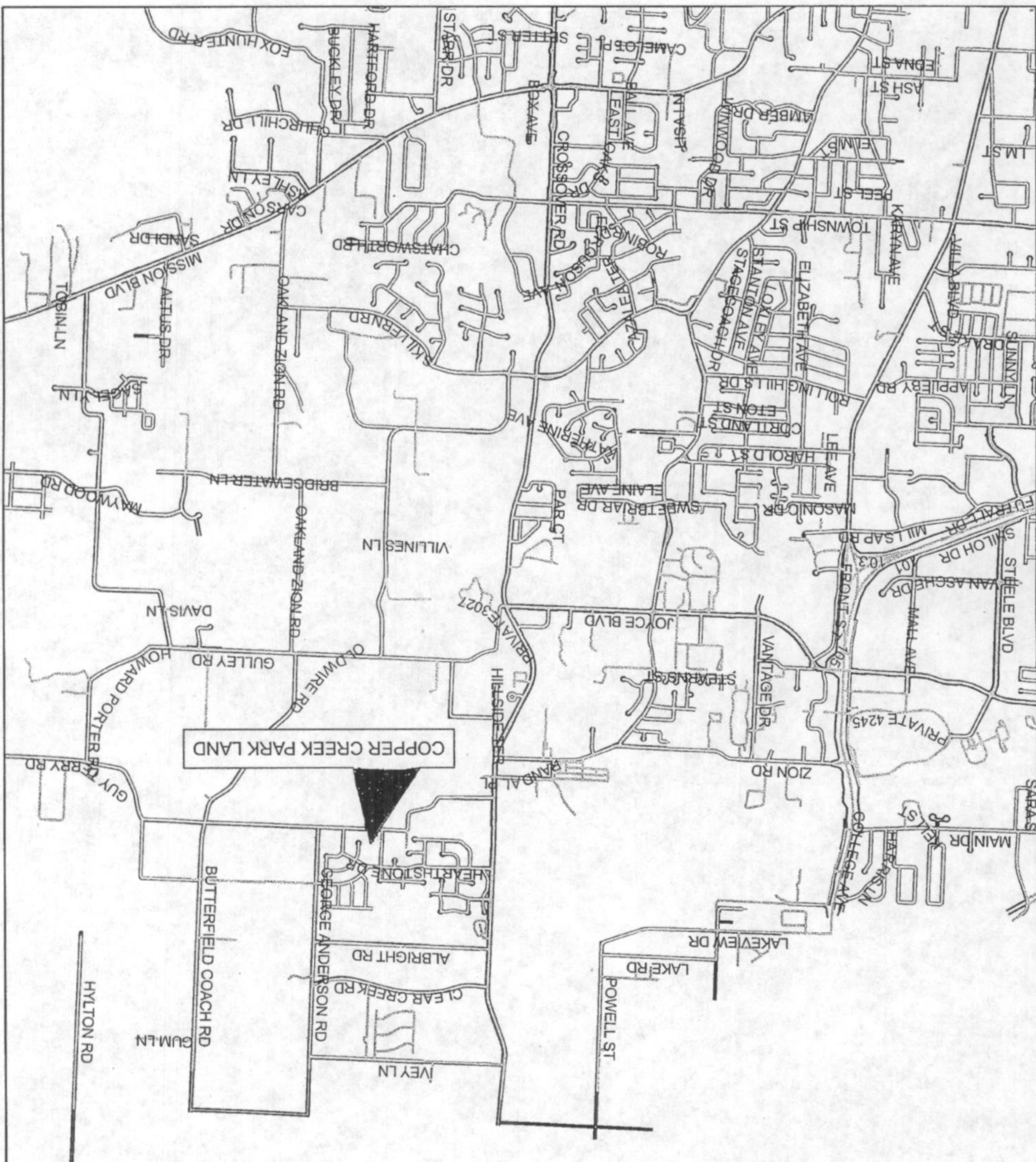
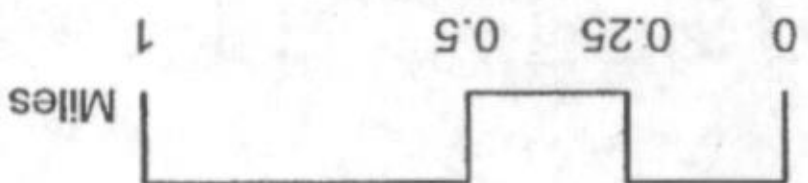






# VICINITY MAP

## COPPER CREEK PARK LAND





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

D. 9  
Solid Waste and  
Recycling Purchase  
Page 1 of 4

218  
November 17th, 2006

City Council Meeting Date

Brian Pugh

Submitted By

Solid Waste and Recycling

Division

Operations

Department

Action Required:

An ordinance waiving the requirements of formal competitive bidding for the purchase of roll off style boxes, compactors and receiver boxes, and 2 to 8 yard dumpsters for Solid Waste and Recycling.

\$0

Cost of this request

\$

270,954.00

Category / Project Budget

Materials and Supplies

Program Category / Project Name

5500.5010.5227.00

Account Number

\$

152,822.00

Funds Used to Date

Commercial Collections

Program / Project Category Name

\$

118,132.00

Remaining Balance

Solid Waste

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution # 4680

Original Contract Date:

Original Contract Number:

Department Director

11-1-06  
Date

City Attorney

11/6/06  
Date

Finance and Internal Service Director

11-6-06  
Date

Mayor

11/7/06  
Date

Received in City Clerk's Office

ENTERED  
11-20-06

Received in Mayor's Office

ENTERED  
11/6/06  
AP

Comments:

## City Council Agenda Item

---

**To:** Mayor and City Council  
**From:** Brian Pugh  
**Thru:** Gary Dumas   
**Date:** November 3rd, 2006  
**Subject:** An ordinance waiving competitive bidding and allowing a bid waiver to purchase roll off style boxes, compactors and receiver boxes, and 2 to 8 yard dumpsters for Solid Waste and Recycling in lieu of bid award.

---

**Recommendation:** Staff requests approving an ordinance for a bid waiver to allow the Solid Waste and Recycling Division to solicit quotes from manufacturers in order to receive the best prices possible for the purchase of roll off style boxes, receiver boxes, and 2 to 8 yard dumpsters for commercial collection.

**Background:** Traditionally the Solid Waste and Recycling Division requested yearly bids for the purchase of these items. However, in recent years manufacturers have indicated to staff the uncertainty of honoring bids due to the volatility of steel prices. Staff believes the best prices for these containers can be obtained by receiving quotes immediately before a purchase is made.

**Discussion:** Since containers are purchased on an as-needed basis, a bid waiver would be required to make purchases in lieu of not having a bid award in place for the year's purchases. Manufacturers have told staff that yearly bids are not practical during these times as steel prices continue to rise and production costs are unstable. Bid waivers were granted in 2004 and 2005 for purchases of these containers as a result of similar circumstances. Staff purchased containers in 2006 using the 2005 bid waiver.

Staff recommends a permanent bid waiver to replace the annual bidding process since steel pricing has been so unpredictable in recent years. Again purchases would be made as needed from the best quotes available at the time of purchase.

The increase in business requests for the drop box program and a continued need for dumpsters from new businesses is prompting the need for purchases of these containers.

**Budget Impact:** These containers are anticipated and budgeted into Solid Waste's Commercial Collection program and Commercial Drop Box Program within the Materials and Supplies - Containers account, 5500.5010.5227.00 and 5500.5030.5227.00. The budget for 2006 for these purchases is \$50,000 and \$25,000 respectively.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING INDEFINITELY FOR THE PURCHASE OF 2 TO 8 YARD DUMPSTERS, ROLL-OFF STYLE BOXES, COMPACTORS AND RECEIVER BOXES.

WHEREAS, the steel market continues to experience extreme price volatility; and,

WHEREAS, because of this volatility (and hence the price of steel 2 to 8 yard dumpsters, roll-off style boxes, compactors and receiver boxes), normal competitive bidding procedures are unworkable, impractical and not feasible; and,

WHEREAS, the Solid Waste & Recycling Division proposes to continue obtaining telephone or fax bids by direct solicitation of suppliers and accept the lowest bid in this abbreviated process.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and therefore indefinitely waives the requirements of formal competitive bidding for the purchase of 2 to 8 yard dumpsters, roll-off style boxes, compactors and receiver boxes, but requires that the Solid Waste & Recycling Division solicit fax bids from at least three suppliers and award the bid to the lowest bid submitted.

PASSED and APPROVED this 21<sup>st</sup> day of November, 2005.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk







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

21-Nov-06  
City Council Meeting Date

|                      |                                      |                         |
|----------------------|--------------------------------------|-------------------------|
| <u>David Jurgens</u> | <u>WW System Improvement Project</u> | <u>Water/Wastewater</u> |
| Submitted By         | Division                             | Department              |

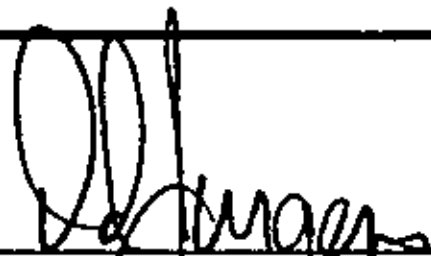
**Action Required:**

Fayetteville City Administration recommends approval of an amendment to the Engineering contract with the RJN Group, Inc., in the amount of \$953,049.00, for Design and Construction Phase Services pertaining to Technical Design, Engineering, Corps of Engineer and Stormwater Permit Issues for the West Side and Farmington Area Wastewater System Improvement Project, Subprojects WL-10, WL-11, and WL-12, and approve a contingency of \$40,000.00. Funds are available in Fiscal Year 2006 WSIP budget. This is a cost share between Fayetteville and Farmington; Fayetteville is executing contract management and oversight. Farmington is paying \$480,000 of the total amount, leaving a net Fayetteville cost of \$513,049.00.

|                          |                           |                                      |
|--------------------------|---------------------------|--------------------------------------|
| <u>\$513,049</u>         | <u>\$ 114,765,766</u>     | <u>Wastewater System Imp Project</u> |
| Cost of this request     | Category / Project Budget | Program Category / Project Name      |
| <u>4480.9480.5315.00</u> | <u>\$ 109,705,364</u>     | <u>Water and Wastewater</u>          |
| Account Number           | Funds Used to Date        | Program / Project Category Name      |
| <u>02133-0401</u>        | <u>\$ 5,060,402</u>       | <u>Water/Sewer</u>                   |
| Project Number           | Remaining Balance         | Fund Name                            |

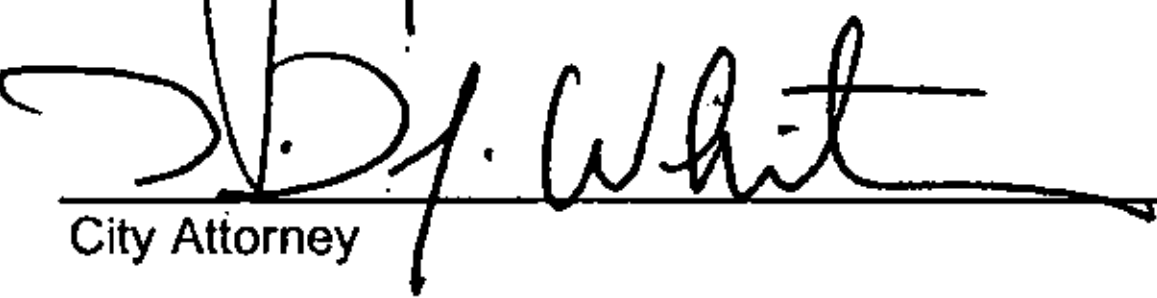
Budgeted Item ☒ xx

Budget Adjustment Attached ☐

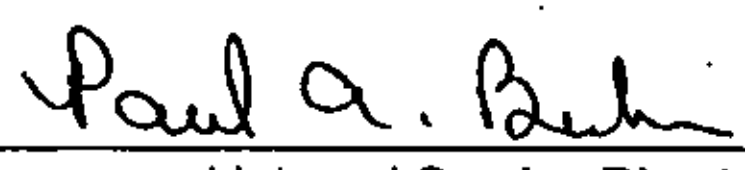
 3 Nov 06  
Department Director Date

Previous Ordinance or Resolution # 112-03

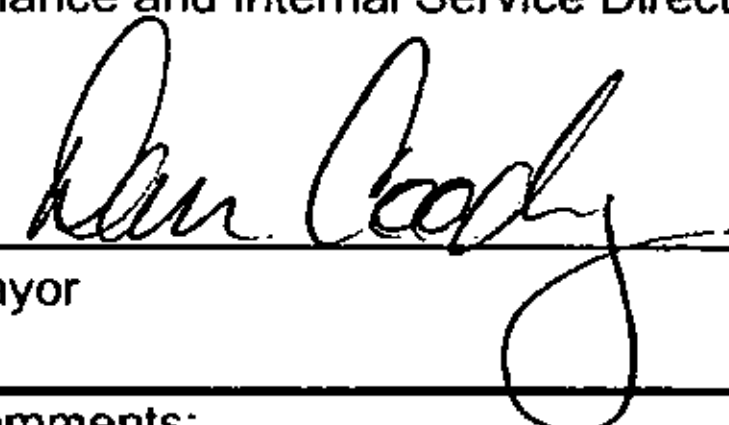
Original Contract Date: 7/15/2003

 11/6/06  
City Attorney Date

Original Contract Number: 916

 11-6-06  
Finance and Internal Service Director Date

Received in City Clerk's Office  


 11/7/06  
Mayor Date

Received in Mayor's Office  


Comments:

## **CITY COUNCIL AGENDA MEMO**

**To:** Fayetteville City Council

**Thru:** Mayor Dan Coody

**From:** Fayetteville Sewer Committee  
David Jurgens, Water & Wastewater Director



**Date:** November 3, 2006

**Subject:** Approval of an amendment to the Engineering contract with the RJN Group, Inc., in the amount of \$953,049.00, for Design and Construction Phase Services pertaining to Technical Design, Engineering, Corps of Engineer and Stormwater Permit Issues for the West Side and Farmington Area Wastewater System Improvement Project, Subprojects WL-10, WL-11, and WL-12, and approve a contingency of \$40,000.00. Funds are available in Fiscal Year 2006 WSIP budget.

### **RECOMMENDATION**

Fayetteville City Administration recommends approval of an amendment to the Engineering contract with the RJN Group, Inc., in the amount of \$953,049.00, for design and construction phase services pertaining to Technical Design, Engineering, Corps of Engineer and stormwater permitting for the west side and Farmington area Wastewater System Improvement Project, Subprojects WL-10, WL-11, and WL-12, and approval a contingency of \$40,000.00. Funds are available in Fiscal Year 2006 WSIP budget. This is a cost share between Fayetteville and Farmington; Fayetteville is executing contract management. Farmington is paying \$480,000 of the total amount, leaving a net Fayetteville cost of \$513,049.00.

### **BACKGROUND**

Design work for the Farmington and southwest portion of Fayetteville portions of the WSIP was deferred pending the results of the Farmington-Fayetteville sewer negotiations. The negotiations are complete, and identified the desired layout of the sewer system in this area. The layout is functionally the same as that which was proposed in the WSIP Master Facilities Plan in August, 2001. Pipe and pump station capacities have been updated to match Northwest Arkansas Regional Planning's population projections through the year 2030.

### **DISCUSSION**

This amendment covers final design, construction inspection, and wetlands and storm water protection best management plans for WSIP subprojects WL-10 (13,300' of 24" gravity transmission line), WL-11 (9,700' of 18" sewer force main from the lift station to the West Side WWTP), and WL-12 (relocated lift station # 12) in Farmington. RJN will perform design and construction inspection services as they have for all other aspects of the WSIP west line work. Due to the time constraints involved and the fact that both cities will be paying for portions of the engineering work, the environmental work is included as a subcomponent of this contract. Thus ECO, which is doing the environmental and stormwater design and construction phased work for the rest of the WSIP, is subcontracted to RJN for the work covered under this amendment.

### **BUDGET IMPACT**

Funds are approved in the Fiscal Year 2006 WSIP budget. Costs will be shared by Fayetteville and Farmington. Farmington, in the sewer services contract, has agreed to pay up to \$480,000 of this engineering cost. Fayetteville will invoice Farmington and Farmington will reimburse Fayetteville.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING CONTRACT AMENDMENT #4 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH RJN GROUP, INC. IN THE AMOUNT OF \$953,049.00 TO PROVIDE DESIGN AND CONSTRUCTION PHASE SERVICES PERTAINING TO TECHNICAL DESIGN, ENGINEERING, CORPS OF ENGINEERS AND STORMWATER PERMIT ISSUES FOR THE WEST SIDE AND FARMINGTON AREA WASTEWATER SYSTEM IMPROVEMENT PROJECT (SUBPROJECTS WL-10, WL-11 AND WL-12); AND APPROVING A CONTINGENCY IN THE AMOUNT OF \$40,000.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Contract Amendment #4 to the Agreement for Professional Engineering Services with RJN Group, Inc. in the amount of \$953,049.00 to provide design and construction phase services pertaining to technical design, engineering, Corps of Engineers and Stormwater permit issues for the West Side and Farmington Area Wastewater System Improvement Project (WSIP Subprojects WL-10, WL-11 and WL-12. A copy of Amendment #4, 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 contingency in the amount of \$40,000.00.00.

PASSED and APPROVED this 21 day of November 2006.

APPROVED:

DAN COODY, Mayor

ATTEST:

SONDRA SMITH, City Clerk



AMENDMENT NO. 4  
TO  
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
BETWEEN  
CITY OF FAYETTEVILLE, ARKANSAS  
RJN GROUP INC.

WHEREAS, On July 15, 2003, the **City of Fayetteville, Arkansas (City of Fayetteville)** and **RJN Group, Inc.** of Dallas, Texas entered into an Agreement for engineering services in connection with the Wastewater System Improvement Project, and in particular the Westside Collection System Improvements (the "Project"). The scope of these services included the final design and bidding services, and

WHEREAS, **RJN Group, Inc.** has proceeded with these services in accordance with the scope set forth in the Agreement, and

WHEREAS, **City of Fayetteville** requests that the scope of **RJN Group, Inc.**'s services to be amended to accommodate design changes requested by the **City of Fayetteville**; and

WHEREAS, **RJN Group Inc.** agrees to provide the amended scope of services for a lump sum fee increase of \$1,095,291. A total of \$142,242 is remaining under Optional Services in the July 15, 2003 Agreement leaving \$953,049 to be included in this Amendment No. 4.

NOW THEREFORE, in consideration of the mutual covenants and Agreements herein contained, **City of Fayetteville** and **RJN Group Inc.**, the parties hereto, stipulate and agree that the Agreement for Engineering Services dated July 15, 2003, is hereby amended in the following particulars:

**SECTION 3 - ADDITIONAL SERVICES OF ENGINEER**

SECTION 3, 3.2.2 - Revisions to drawings, specifications or other documents made necessary by adjustments in the **City of Fayetteville's** program, more specifically as defined in Attachment A attached hereto and made part of this Agreement.

**SECTION 6 - PAYMENTS TO RJN GROUP INC**

For the scope of additional services set forth in this Amendment No. 4 **Fayetteville** shall pay **RJN** the amended lump sum amount of **NINE HUNDRED FIFTY-THREE THOUSAND, FORTY-NINE DOLLARS AND NO CENTS (US \$953,049.00)**. The total amount of the Agreement including final design, bidding phase services, and construction phase services shall not exceed **FIVE MILLION, TWO HUNDRED EIGHTY-FIVE THOUSAND, EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$5,285,888.00)**.

All other provisions of the original Agreement remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed  
this \_\_\_\_ day of \_\_\_\_\_, 2006.

City of Fayetteville, Arkansas

RJN Group, Inc.

By: \_\_\_\_\_  
Dan Coody  
Mayor

By: Hugh W. Kelso  
Hugh Kelso  
Vice President

ATTEST:

ATTEST:

\_\_\_\_\_  
Sondra Smith  
City Clerk

Attachments:

Attachment A: Scope of Services

Attachment B: Cost Estimate

**CITY OF FAYETTEVILLE  
AGREEMENT FOR ENGINEERING SERVICES**

**APPENDIX A - SCOPE OF SERVICES FOR FINAL DESIGN PHASE**

This is Appendix A, consisting of 6 pages, referred to in and part of the Agreement For Professional Engineering Services between City of Fayetteville, Arkansas hereinafter referred to as City, and RJN Group, Inc. hereinafter referred to as RJN Group, Inc. dated \_\_\_\_\_.

The following contains additional Scope of Services tasks for the Final Design Phase.

Generally, the project will include the final design of sewer improvements including an interceptor sewer, pump station, and force main necessary to reroute the areas tributary to the City of Farmington Lift Stations to the proposed Westside Wastewater Treatment Plant. A summary of the sewer improvements is presented in Table A-1.

**PHASE I**

**PART A - PROJECT ADMINISTRATION AND MANAGEMENT**

1. **Project Administration**
  - a) Perform Project Initiation activities
  - b) Perform general administration and project management activities.
  - c) Finalize agreements with subconsultants.
  - d) Perform RJN's internal project control including budgeting, scheduling, and quality control activities.
  - e) Prepare and submit monthly work progress reports to the City and Program Manager and confirm compliance with final design schedule.
  - f) Develop and maintain project Completion schedule throughout project.
  - g) Incorporate and maintain City's design standards and CADD standards throughout project.
2. **Coordination Meetings**
  - a) Attend project kickoff meeting with City staff and other consultants involved in project.
  - b) Attend monthly meetings with City staff and other consultants to coordinate design activities. (A total of 6 meetings is anticipated)
  - c) Meet with ANRC, AHID, and ADHHS as necessary to obtain permits for construction of project.
  - d) Prepare and participate in a Value Engineering session with City of Fayetteville and City's consultant. One three (3) day session is anticipated. It is anticipated that RJN Group, Inc.'s Preliminary Design Report will serve as the basis for the Value Engineering Review. The accepted VE revisions will be incorporated into the final construction documents.
  - e) Prepare for and attend up to four City Council meetings with City of Fayetteville and/or City of Farmington to provide periodic updates on the progress of the final design as requested by the Water and Wastewater Director.

**PART B - DESIGN SURVEY**

1. **Surveys for Design**
  - a) RJN Group, Inc. will perform field surveys to collect horizontal and vertical elevations and other information which will be needed for use by RJN Group, Inc. in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations of existing sewers, location of buried utilities where possible, structures, and other features relevant to the final plan sheets. The location of buried utilities will be based on information provided by utility companies and/or utility locates by Arkansas Call-One. RJN Group, Inc.

will not be responsible for actual location of buried utilities and contract documents will require the Contractor to locate utilities prior to construction. The location of trees will be in accordance with the City's current specifications.

- b) **RJN Group, Inc.** will provide all plans, field notes, plats, maps, legal descriptions, or other specified documents prepared in conjunction with the requested services in a digital format. All text data such as plan and profile, coordinate files, cut sheets, etc., shall be provided in the American Standard Code for Information Interchange (ASCII) format; all drawing files shall be provided in AutoCAD (DWG or DXF) format.

The minimum information to be provided in the plans shall include:

- 1) A Project Control Sheet showing ALL Control Points used or set while gathering data, generally on a scale of not less than 1"=40'.
- 2) Coordinates on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, etc., in the same coordinate system as the Control.

2. **Public Notification**

Prior to conducting design survey, **RJN Group, Inc.** or its Subconsultant will notify affected residents of the project in writing. The notification letter shall be on company letterhead and shall include the following: project name, limits, Consultant's project manager and phone no., scope of survey work, and design survey schedule.

**PART C – PERMITS AND EASEMENTS**

1. **Permits**

During the design phase, **RJN Group, Inc.** shall coordinate with all utilities and other agencies affected by the Project. These entities shall also be contacted, if applicable, to determine plans for any proposed facilities or adjustment to existing facilities within the project limits. The information obtained shall be shown on the plan sheets. **RJN Group, Inc.** shall show the location of the proposed utility lines, and existing utility lines within the project limits. **RJN Group, Inc.** shall complete all forms necessary for City to obtain permits from Washington County and other agencies and submit such forms to the City. City shall be responsible for forwarding the forms to the affected agencies for execution. A total of one (1) permit is anticipated.

2. **Right-of-Way/Easement Preparation and Submittal**

- a) **RJN Group, Inc.** will conduct research for availability of existing easements where construction is probable. Temporary and permanent easements will be prepared based on available information. The City will negotiate and obtain the necessary easements. A total of 38 easements are anticipated.
- b) Revise easements as required to obtain approval from property owners. A total of 9 revisions are anticipated.

3. **404/Phase II Stormwater Permitting**

All required 404 permits (Wetland delineation and mitigation) and Phase II Stormwater permits will be prepared by a subconsultant to **RJN Group, Inc.** **RJN Group, Inc.** will coordinate permitting activities with subconsultant and will incorporate all requirements into project specifications. Subconsultant shall provide Technical Specifications to address environmental, archeological, and other environmental permitting requirements as necessary. These specifications will be incorporated into the Construction Documents.

3. **City Construction Permits**

**RJN Group, Inc.** will collect information and prepare and submit applications for City Construction permits.



## **PART D – CONSTRUCTION PLANS AND SPECIFICATIONS**

It is anticipated that the project will be bid as one construction project containing three separate units or contracts.

### **1. Final Engineering Pipe Line Design**

Sewers WL-10 (Interceptor) and WL-11 (Force Main) – RJN Group, Inc. will conduct final engineering as follows:

- a) Conduct geotechnical investigations as necessary to design the project. The extent of the geotechnical investigation is summarized in Table A-2.
- b) Prepare overall sanitary sewer layout sheets and overall easement layout sheet(s).
- c) Prepare preliminary project plans and profile sheets which show the following: Proposed sanitary sewer plan/profile and recommended pipe size, water service lines and meter boxes, gate valves, and all pertinent information needed to construct the project. Construction plans shall also include details to re-route flows from the existing lift stations to the proposed interceptor lines. The plan and profile sheets will be prepared on a 1" = 40' scale horizontally and 1" = 4' vertically.
- d) Existing utilities and utility easements will be shown on the plan and profile sheets based on information obtained during the design survey or from information provided by Utility companies. RJN Group, Inc. will coordinate with utility companies and the City to determine if any future improvements are planned that may impact the project.
- e) RJN Group, Inc. will prepare standard and special detail sheets for sewer line construction. These may include connection details between various parts of the project, tunneling details, boring and jacking details, waterline relocations, and details unique to the construction of the project.
- f) RJN Group, Inc. shall prepare demolition details for the existing lift station(s) to be abandoned and include in the construction plans.
- g) RJN Group, Inc. will consult with the City and OMI to develop a cut-over and startup plan to bring the new sewer system on line.

### **2. Lift Station Design- WL-12 Lift Station No. 12**

RJN Group, Inc. will conduct engineering design as follows:

- a) Lift Station No. 12 (Relocated)
  - 1) Prepare detailed Basis of Design for Lift Station No. 12 (Relocated) force main hydraulics, basic pump/wet well layout, alarms and instrumentation plan, hoist, flow meter/vault, and standby power requirements.
  - 2) Conduct Mechanical design including pump and piping configuration. Prepare Mechanical Drawings including lower level plan and section drawings, odor control equipment, plumbing, and miscellaneous Mechanical details.
  - 3) Conduct Structural design. Prepare Structural drawings including foundation plan, lower level plan and sections, and typical structural details.
  - 4) Conduct HVAC design, and prepare HVAC lower level plan, odor control equipment, and typical HVAC sections and details.
  - 5) Conduct Electrical design including selection/sizing of Motor Control equipment, lift station standby generator and switchgear. Prepare Electrical drawings including site plan, MCC and switchgear one-line diagrams, lower level plan, generator details, and odor control equipment.
  - 6) Conduct Instrumentation design. Prepare Instrumentation drawings including Control system functionality, control narrative schematics for power, HVAC, fault monitors, pump controllers, liquid levels, gas (hydrogen sulfide) monitors, odor control system, and general instrumentation details.
  - 7) Prepare Lift Station specifications including site work, concrete, masonry, metals, wood, thermal and moisture protection, doors and windows, finishes, specialties, equipment, conveying systems, mechanical, electrical, and control end devices.
- b) It is anticipated that instrumentation design including SCADA, Human Machine Interface (HMI), telemetry and Programmable Logic Control (PLC) controls will be provided by others for all lift stations.



3. **Odor Control**  
RJN Group, Inc. will conduct engineering as follows:
  - a) Conduct final Process Design for selection of Farmington Lift Station odor control equipment.
  - b) Select and size odor control equipment/media type compatible with Lift Station mechanical and HVAC equipment.
  - c) Select and size passive odor scrubbers for force main air release valves.
  - d) Prepare specifications for selected odor control equipment.
4. **Specifications**  
Using RJN Group, Inc.'s basic technical and City's General Conditions Project Manual specifications, prepare project specifications which shall include, but not be limited to: 1) bidding documents, 2) contractual documents, 3) conditions of the contract, 4) standard project forms, and 5) technical specifications. Project Manual shall be based on Construction Specifications Institute (CSI) Master Format and Section Format and shall incorporate City of Fayetteville's standard general conditions and forms. Bid documents shall include required forms for State Revolving Loan Fund funding.
5. **Preliminary Construction Document Submittal**
  - a) RJN Group, Inc. shall deliver five (5) sets of conceptual design plans (30% complete) for design review. Plan sets shall include alignment plans, survey data, existing utility information, and available environmental data. Opinions of probable cost and major component material selections will also be provided as part of the submittal.
  - b) RJN Group, Inc. shall meet with City to discuss review comments for preliminary submittal. Two review meetings each plan set submittal is anticipated.
6. **Final Construction Document Submittal**
  - a) Following City approval of the preliminary documents, RJN Group, Inc. shall prepare final plans and specifications and contract documents (each sheet shall be stamped, dated, and signed by RJN Group, Inc.) and submit five (5) sets of plans and construction contract documents for City's final approval.

## **PHASE II – BIDDING SERVICES**

The following is the Scope of Services for the Bidding Phase.

1. Arrange for bidding notices to be sent to contractors publishing services and direct mailing to contractors of record. Notices shall comply with requirements of City and Revolving Loan Fund (RLF) administered by the Arkansas Natural Resources Commission, and the Arkansas Development Finance Authority (ADFA). The legal notice to be placed in legal notices section of a local newspaper shall be coordinated with City purchasing agent and an affidavit of publication secured.
2. Prepare addenda for drawings and Bid Documents as required and submit to City in timely manner such that addenda can be issued in accordance with Construction Contract General Conditions.
3. Secure updated state and federal wage rate decisions and incorporate by addenda into the Bid Documents.
4. Assist City in issuing and tracking Bid Documents, addenda and communications during bidding and maintain list of plan holders. Provide additional copies of plans and specifications for prospective bidders. RJN Group, Inc. shall be responsible for costs of additional copies.

5. **RJN Group, Inc.** shall organize, convene, and conduct a Pre-Bid Conference. **RJN Group, Inc.** shall explain the project requirements and receive questions from prospective bidders. **RJN Group, Inc.** shall consider the questions received and issue necessary clarifications and changes to the Bid Documents through the use of addenda.
6. Assist **City** in obtaining and evaluating bids and preparing construction contracts. Provide four (4) copies of the bid tabulation for the project.
7. Consult with and advise **City** as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s), hereinafter called "Contractor(s)," for those portions of the work as to which such acceptability is required by the Bid Documents.
8. Make recommendations regarding award of construction contracts.
9. Attend Water and Sewer Committee meeting and the ensuing City Council meeting to recommend action by the respective bodies. Prepare and present a recommendation complete with such supporting information as necessary for the bodies to make an informed decision on the action recommended.

### **PHASE III – CONSTRUCTION PHASE**

1. Consult with and advise **City of Fayetteville** and act as **City of Fayetteville's** Engineer as provided in **City of Fayetteville's** General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of **RJN Group Inc.** as assigned in said General Conditions shall not be modified without **RJN Group Inc.'s** written consent.
2. Conduct Construction Phase Services in accordance with the Arkansas Natural Resources Commission Rules Governing the Arkansas Clean Water Revolving Loan Fund Program and as directed by the **City of Fayetteville**.
3. Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.
4. Resident Services During Construction
  - a. A Resident Project Inspector(s) and assistants shall be furnished and shall act as directed by **RJN Group Inc.** in order to provide more extensive representation at the Project site during the Construction Phase. The cost estimate is based on the assumption that each resident Project Inspector/Assistant will be responsible for overseeing the construction of the two pipe line projects. A total of 3,418 hours of resident inspector hours are included in the cost estimate attached hereto as Attachment A.
  - b. The Resident Project Inspector, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist **RJN Group Inc.** in determining that the Project is proceeding in accordance with the Contract Documents; but the furnishing of such resident project representation shall not make **RJN Group Inc.** responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.
5. Issue all instructions of **City of Fayetteville** to Contractor(s); prepare routine Change Orders as required; act as initial interpreter of the terms and conditions of the Contract Documents and judge of the performance there under by the parties thereto, and make recommendations to **City of Fayetteville** on claims of **City of Fayetteville** and Contractor(s) relating to the execution and

progress of the Work and other matters and questions related thereto; but RJN Group Inc. shall not be liable for the results of any such recommendations, interpretations, or decisions rendered by RJN Group Inc. in good faith.

6. Review Contractor(s)' applications for payment and supporting data, determine the amounts owing to Contractor(s), and recommend approval in writing to City of Fayetteville of all payments to Contractor(s) in accordance with the Contract Documents.
7. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents, and if each Contractor has fulfilled all of his obligations there under so that RJN Group Inc. may recommend approval, in writing to City of Fayetteville, of final payment to each Contractor.
8. Post Construction Phase
  - a. Provide qualified personnel during equipment start-up and instruct City of Fayetteville's personnel in equipment function and intended use.
9. Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and RJN Group Inc.'s Resident Project Inspector.



Table A-1  
 LIMITS OF DESIGN

| <u>Sewer Pipeline</u>                    | <u>Diameter<br/>(in)</u> | <u>Length<br/>(lf)</u> |
|------------------------------------------|--------------------------|------------------------|
| WL-10 Farmington Interceptor Sewer       | 12-24                    | 13,322                 |
| WL-11 Force Main from LS # 12 to WS WWTP | 18                       | <u>9,683</u>           |
| Total                                    |                          | 23,005                 |

| <u>Lift Stations</u>                   | <u>Extent of Improvements</u> |
|----------------------------------------|-------------------------------|
| WL-12 Farmington Lift Station (LS #12) | New Station                   |



Table 2-A



**MATERIALS LABORATORY**

REVISED SEPTEMBER 2006

**GEOTECHNICAL INVESTIGATION SCOPE AND FEE SCHEDULE  
FARMINGTON SEWER LINES & PUMP STATIONS  
WEST SIDE TREATMENT FACILITIES  
FAYETTEVILLE, ARKANSAS**

for  
RJN

DALLAS, TEXAS  
September 28, 2006

| Item No. | Item Description / ASTM Designation                           | Quantity | Units | Unit Price      | Extended           |
|----------|---------------------------------------------------------------|----------|-------|-----------------|--------------------|
| 1        | Equipment Mobilization and Demobilization ( Per Trip )        | 12       | Trips | \$75.00         | \$900.00           |
|          | Engineering Technician ( For Utility Locations "One Call" )   | 16       | HR    | \$65.00         | \$1,040.00         |
|          | Dozer Rental ( For Clearing Sites ) ( 4 Hr. Minimum per day ) | 40       | HR    | \$90.00         | \$3,600.00         |
|          | Soils Technician ( Clearing of Sites )                        | 24       | HR    | \$45.00         | \$1,080.00         |
|          | Soils Technician ( Site Access Negotiations )                 | 40       | HR    | \$45.00         | \$1,800.00         |
|          |                                                               |          |       | <b>Subtotal</b> | <b>\$8,420.00</b>  |
| 2        | Boring Setup Charges                                          | 78       | EA    | \$35.00         | \$2,730.00         |
|          | Drill Rig and Crew Standby Time ( During Clearing )           | 16       | HR    | \$110.00        | \$1,760.00         |
|          | Boring Layout                                                 | 40       | HR    | \$65.00         | \$2,600.00         |
|          |                                                               |          |       | <b>Subtotal</b> | <b>\$7,090.00</b>  |
| 3        | Soil Drilling and Sampling, ASTM D-1586 & ASTM D-1587         |          |       |                 |                    |
|          | Soil Drilling ( 78 Borings - 8 feet to 25 feet max. )         | 900      | LF    | \$10.00         | \$9,000.00         |
|          | Rock Drilling                                                 | 50       | LF    | \$13.00         | \$650.00           |
|          | Diamond Core Drilling                                         | 200      | LF    | \$35.00         | \$7,000.00         |
|          |                                                               |          |       | <b>Subtotal</b> | <b>\$16,650.00</b> |
| 4        | Soil and Rock Laboratory Testing                              |          |       |                 |                    |
|          | ASTM D-2216, Moisture Content Determination                   | 160      | EA    | \$10.00         | \$1,600.00         |
|          | ASTM D-4318, Liquid and Plastic Limit of Soils                | 75       | EA    | \$50.00         | \$3,750.00         |
|          | ASTM D-422, Gradation Analysis of Soils ( 6 Sieves )          | 75       | EA    | \$50.00         | \$3,750.00         |
|          | ASTM D-2166, Unconfined Compressive Strength of Soils         | 80       | EA    | \$40.00         | \$3,200.00         |
|          | ASTM D-2166, Dry Unit Weight of Soil Specimens                | 80       | EA    | \$10.00         | \$800.00           |
|          |                                                               |          |       | <b>Subtotal</b> | <b>\$13,100.00</b> |
| 5        | Geotechnical Engineering Report and Recommendations           |          |       |                 |                    |
|          | Engineering Supervision (Project Manager)                     | 10       | HR    | \$140.00        | \$1,400.00         |
|          | Engineering Analysis & Recommendations (Project Engr.)        | 24       | HR    | \$90.00         | \$2,160.00         |
|          | Boring Log Preparation (Senior Draftsman)                     | 50       | HR    | \$72.00         | \$3,600.00         |
|          | Boring Plot Plan Preparation (Draftsman)                      | 8        | HR    | \$60.00         | \$480.00           |
|          | Report Preparation (Clerical)                                 | 2        | HR    | \$45.00         | \$90.00            |
|          |                                                               |          |       | <b>Subtotal</b> | <b>\$7,730.00</b>  |

**ESTIMATED GEOTECHNICAL INVESTIGATION AND ENGINEERING**  
Any Additional Items shall be according to attached Fee Schedule

**\$52,990.00**

SUBMITTED BY:

R. WAYNE JONES, P.E.  
Vice President

Table 2-A (Cont.)



MATERIALS LABORATORY

GEOTECHNICAL INVESTIGATION FEE SCHEDULE

June 2006

| CATEGORY                                                                 | HOURLY RATE          |
|--------------------------------------------------------------------------|----------------------|
| Mobilization of \$2.10/mile. ( each way ) ** ( from Fayetteville, Ark. ) | \$ 75.00 minimum     |
| Soil Drilling including Sampling                                         | 8.50 per foot        |
| Rock Drilling (Rotary Bit) *                                             | 12.00 per foot       |
| Rock Coring (Diamond Bit) ***                                            | 32.00 per foot       |
| Setting Casing Through Overburden, as required                           | 8.00 per foot        |
| Boring Setup Charge                                                      | 35.00 per each       |
| Standby Time (Rig and Crew On-Site), if required                         | 110.00 per hour      |
| Layout of Boring                                                         | 60.00 per hour       |
| Crew Travel Time                                                         | 60.00 per hour       |
| Per Diem (per night)                                                     | 70.00 per man        |
| Atterberg Limits                                                         | 45.00 each           |
| Moisture Content                                                         | 12.00 each           |
| Unit Weight Test (Soil Sample)                                           | 12.00 each           |
| Unconfined Compression Test                                              | 40.00 each           |
| Gradation Tests Dry Sieve                                                | 8.00 each            |
| Wet Sieve                                                                | 35.00 each           |
| California Bearing Ratio (CBR) with Std Proctor                          | 250.00 each          |
| with Mod Proctor                                                         | 275.00 each          |
| In-situ Permeability                                                     | 150.00 each          |
| In-situ Permeability (Flexwall)                                          | 250.00 each          |
| Remolded Sample                                                          | 90.00 each           |
| Triaxial Test (Single Stage)                                             | 135.00 each          |
| Triaxial Test (Multi-Stage)                                              | 180.00 each          |
| Remolded Sample                                                          | 50.00 each           |
| Draftsman                                                                | 50.00 per hour       |
| Senior Draftsman                                                         | 60.00 per hour       |
| Clerical                                                                 | 45.00 per hour       |
| Design Engineer                                                          | 80.00 per hour       |
| Project Engineer (Soils Engr.)                                           | 90.00 per hour       |
| Project Manager (Senior. Soils Engr.)                                    | 130.00 per hour      |
| Principal Engineer                                                       | 140.00 per hour      |
| Senior Engineering Technician                                            | 72.00 per hour       |
| Engineering Technician                                                   | 55.00 per hour       |
| Soils Technician                                                         | 40.00 per hour       |
| Two Flagmen                                                              | 75.00 per hour       |
| Mileage                                                                  | 0.42 per mile        |
| Backhoe Rental ( 4 hour minimum )                                        | 75.00 per hour (min) |
| Dozer Rental ( 4 hour minimum )                                          | 90.00 per hour (min) |
| * Rock Bits                                                              | 300.00 each          |
| *** Diamond Bits                                                         | 525.00 each          |

\*\* The Client is responsible for providing access to the site. The Client is responsible for all costs for site mobilization through unstable soil when a dozer is required to move the drill rig around the site. The Client is responsible for all costs involving clearing and access path to each boring location. The Client is responsible for drill bit costs while drilling into and/or through a chert, a very hard limestone formation, or other very hard formation, whenever new or slightly used drill bits are worn out during the drill operations.

Hourly Rates subject to adjustment annually

**PROFESSIONAL SERVICES COST BREAKDOWN**  
**CITY OF FAYETTEVILLE, ARKANSAS**  
**ATTACHMENT B**

| Work Task Description                                       |  | HOURLY RATE WORK   |     |    |    |      |      |           |           |             |           | Total Cost Estimate |  |
|-------------------------------------------------------------|--|--------------------|-----|----|----|------|------|-----------|-----------|-------------|-----------|---------------------|--|
|                                                             |  | Estimated Manhours |     |    |    |      |      | TOTAL     |           | Direct Cost |           |                     |  |
|                                                             |  | PD                 | PM  | PE | CE | CADD | CUOT | LABOR     |           | (\$)        |           |                     |  |
| Part A: Project Administration and Management               |  | hr                 | hr  | hr | hr | hr   | hr   | hr        |           |             |           |                     |  |
| 1. Project Administration                                   |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| a. Perform Project Initiation Activities                    |  | 2                  | 14  | 8  | 6  | 0    | 2    | \$ 3,590  |           |             | \$ 3,590  |                     |  |
| b. Perform General Administration and Project Management    |  | 23                 | 100 | 18 | 0  | 0    | 26   | \$ 20,285 |           |             | \$ 20,285 |                     |  |
| c. Finalize Agreements with Subconsultants                  |  | 2                  | 8   | 3  | 2  | 6    | 9    | \$ 2,875  |           |             | \$ 2,875  |                     |  |
| d. Perform Internal Project Control                         |  | 0                  | 2   | 4  | 6  | 12   | 0    | \$ 2,070  |           |             | \$ 2,070  |                     |  |
| e. Monthly Progress Reports (6)                             |  | 8                  | 16  | 4  | 0  | 2    | 2    | \$ 4,080  |           |             | \$ 4,080  |                     |  |
| f. Develop / Maintain Schedule                              |  | 0                  | 1   | 6  | 40 | 8    | 4    | \$ 2,440  |           |             | \$ 2,440  |                     |  |
| g. Incorporate / Maintain Standards                         |  | 0                  | 5   | 15 | 1  | 4    | 2    | \$ 2,665  |           |             | \$ 2,665  |                     |  |
| Subtotal                                                    |  | 35                 | 146 | 58 | 25 | 32   | 45   | \$ 38,005 |           |             | \$ 38,005 |                     |  |
| 2. Coordination / VE Meetings                               |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| a. Attend Project Kickoff Meeting                           |  | 4                  | 4   | 1  | 0  | 0    | 1    | \$ 1,345  | \$ 540    |             | \$ 1,885  |                     |  |
| b. Attend Monthly Meetings (6)                              |  | 24                 | 36  | 8  |    |      | 2    | \$ 9,570  | \$ 3,300  |             | \$ 12,870 |                     |  |
| c. Meet with Ark. ANRC, AHTD, and DOH                       |  | 0                  | 8   | 3  | 1  |      | 2    | \$ 1,555  | \$ 540    |             | \$ 2,095  |                     |  |
| d. Participate in Valve Engineering Session (1 @ 3 days ea) |  | 24                 | 24  | 4  | 5  | 1    | 0    | \$ 7,980  | \$ 1,500  |             | \$ 9,480  |                     |  |
| e. Attend Council Meetings                                  |  | 4                  | 4   | 2  |    |      | 2    | \$ 1,510  |           |             | \$ 1,510  |                     |  |
| Subtotal                                                    |  | 56                 | 76  | 18 | 6  | 1    | 7    | \$ 21,960 | \$ 6,880  |             | \$ 27,840 |                     |  |
| Part B - Design Survey                                      |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| 1. Surveys for Design                                       |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| a. Field Survey                                             |  | 2                  | 12  | 3  | 6  | 40   |      | \$ 5,700  |           |             | \$ 5,700  |                     |  |
| b. Public Notification                                      |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| Subconsultant Cost                                          |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| Subtotal                                                    |  | 2                  | 12  | 3  | 6  | 40   | 0    | \$ 5,700  | \$ 84,504 |             | \$ 90,204 |                     |  |
| Part C - Permits and Easements                              |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| 1. Permits                                                  |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| Subconsultant Cost                                          |  | 1                  | 8   | 10 | 8  |      |      | \$ 2,885  |           |             | \$ 2,885  |                     |  |
| Subtotal                                                    |  | 1                  | 8   | 10 | 8  | 0    | 0    | \$ 2,885  |           |             | \$ 2,885  |                     |  |
| 2. Right of Way / Easement Preparation                      |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| a. Right of Way / Easement Preparation (38)                 |  | 1                  | 6   | 8  | 4  |      |      | \$ 2,085  |           |             | \$ 2,085  |                     |  |
| b. Easement Revisions (9)                                   |  | 2                  | 4   | 6  |    |      |      | \$ 1,170  |           |             | \$ 1,170  |                     |  |
| Subconsultant Cost                                          |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| Subtotal                                                    |  | 1                  | 8   | 12 | 10 | 0    | 0    | \$ 3,255  | \$ 37,932 |             | \$ 41,187 |                     |  |
| 3. 404 / Phase II Stormwater Permitting Coordination        |  |                    |     |    |    |      |      |           |           |             |           |                     |  |
| Subconsultant Cost                                          |  | 1                  | 5   | 25 | 27 | 49   | 2    | \$ 9,415  | \$ 60,003 |             | \$ 69,418 |                     |  |
| Subtotal                                                    |  | 1                  | 5   | 25 | 27 | 49   | 2    | \$ 9,415  | \$ 60,003 |             | \$ 69,418 |                     |  |



**PROFESSIONAL SERVICES COST BREAKDOWN  
CITY OF FAYETTEVILLE, ARKANSAS  
ATTACHMENT B**

| Work Task Description                                 | HOURLY RATE WORK |    |     |     |      |      |             | Total Cost Estimate |
|-------------------------------------------------------|------------------|----|-----|-----|------|------|-------------|---------------------|
|                                                       | PD               | PM | PE  | CE  | CADD | CUOT | TOTAL LABOR | Direct Cost (\$)    |
|                                                       | hr               | hr | hr  | hr  | hr   | hr   |             |                     |
| <b>Part D - Construction Plans and Specifications</b> |                  |    |     |     |      |      |             |                     |
| 1. Geotechnical Investigation                         | 1                | 6  | 4   | 12  | 12   |      | \$ 3,265    | \$ 55,640           |
| Subconsultant Cost                                    |                  |    |     |     |      |      |             | \$ 55,640           |
| Subtotal                                              | 1                | 6  | 4   | 12  | 12   | 0    | \$ 3,265    | \$ 55,640           |
| <b>2. Pipeline Design</b>                             |                  |    |     |     |      |      |             |                     |
| a. LS12-LS12 Interceptor                              |                  |    |     |     |      |      |             |                     |
| 1. Prepare Layout Sheets                              | 2                | 8  | 16  | 24  | 96   | 0    | \$ 12,210   | \$ 12,210           |
| 2. Prepare Project Plan and Profile Sheets            | 5                | 45 | 103 | 237 | 460  | 0    | \$ 71,620   | \$ 2,050            |
| 3. Existing Utility and Easement Coord.               | 1                | 4  | 3   |     |      |      | \$ 985      | \$ 985              |
| 4. Prepare Standard and Special Details               | 0                | 2  | 18  | 32  | 42   | 0    | \$ 7,930    | \$ 7,930            |
| 5. Prepare Demolition / Cutover Plans                 | 1                | 4  | 10  | 28  | 38   |      | \$ 6,915    | \$ 6,915            |
| 6. Sequence Planning                                  | 1                | 6  | 8   | 12  |      |      | \$ 2,765    | \$ 2,765            |
| 7. Takeoffs and Estimate of Probable Cost             | 2                | 1  | 2   | 24  | 0    | 6    | \$ 3,090    | \$ 3,090            |
| 8. Technical Specifications                           | 2                | 10 | 2   | 16  | 0    | 38   | \$ 5,530    | \$ 5,530            |
| 9. Project Manual                                     | 1                | 2  | 4   | 4   |      | 12   | \$ 1,945    | \$ 1,600            |
| 10. QA/QC                                             | 2                | 9  | 2   | 5   | 32   | 0    | \$ 4,525    | \$ 4,525            |
| Subtotal                                              | 17               | 91 | 168 | 382 | 668  | 64   | \$ 117,515  | \$ 3,650            |
| <b>b. LS12-WWTP Force Main</b>                        |                  |    |     |     |      |      |             |                     |
| 1. Prepare Layout Sheets                              | 2                | 10 | 14  | 32  | 82   |      | \$ 11,900   | \$ 11,900           |
| 2. Prepare Project Plan and Profile Sheets            | 2                | 25 | 58  | 152 | 270  |      | \$ 42,550   | \$ 2,050            |
| 3. Existing Utility and Easement Coord.               | 1                | 10 | 7   |     |      |      | \$ 2,165    | \$ 2,165            |
| 4. Prepare Standard and Special Details               | 1                | 2  | 2   | 22  | 32   |      | \$ 4,895    | \$ 4,895            |
| 5. Prepare Cutover Plans                              | 1                | 2  | 4   | 32  | 48   |      | \$ 7,145    | \$ 7,145            |
| 6. Sequence Planning                                  | 1                | 2  | 6   | 16  | 8    |      | \$ 2,985    | \$ 2,985            |
| 7. Takeoffs and Estimate of Probable Cost             | 2                | 1  | 4   | 18  | 0    | 4    | \$ 2,650    | \$ 2,650            |
| 8. Technical Specifications                           | 1                | 2  | 6   | 20  | 0    | 12   | \$ 3,505    | \$ 3,505            |
| 9. Project Manual                                     | 1                | 2  | 4   | 9   |      | 12   | \$ 2,370    | \$ 600              |
| 10. QA/QC                                             | 2                | 8  | 2   | 12  | 24   | 0    | \$ 4,390    | \$ 4,390            |
| Subtotal                                              | 14               | 64 | 107 | 313 | 464  | 28   | \$ 84,555   | \$ 2,650            |
|                                                       |                  |    |     |     |      |      |             | \$ 87,205           |



**PROFESSIONAL SERVICES COST BREAKDOWN  
CITY OF FAYETTEVILLE, ARKANSAS  
ATTACHMENT B**

| Work Task Description                                  | HOURLY RATE WORK   |          |          |          |            |             |                |                     |            |           | Total<br>Cost<br>Estimate |
|--------------------------------------------------------|--------------------|----------|----------|----------|------------|-------------|----------------|---------------------|------------|-----------|---------------------------|
|                                                        | Estimated Manhours |          |          |          |            |             |                |                     |            |           |                           |
|                                                        | PD<br>hr           | PM<br>hr | PE<br>hr | CE<br>hr | CADD<br>hr | CL/OT<br>hr | TOTAL<br>LABOR | Direct Cost<br>(\$) |            |           |                           |
| 3. Lift Station #12 Design                             |                    |          |          |          |            |             |                |                     |            |           |                           |
| a. Hamesring Lift Station                              |                    |          |          |          |            |             |                |                     |            |           |                           |
| 1. Basis of Design                                     | 1                  | 24       | 12       | 24       | 62         | 8           | \$ 11,695      | \$ 872              | \$ 12,567  |           |                           |
| 2. Mechanical Design                                   | 2                  | 12       | 16       | 72       | 106        |             | \$ 17,560      |                     | \$ 17,560  |           |                           |
| 3. Structural Design                                   | 2                  | 10       | 50       | 65       | 86         |             | \$ 18,605      |                     | \$ 18,605  |           |                           |
| 4. HVAC Design                                         | 1                  | 4        |          |          |            |             | \$ 685         | \$ 9,400            | \$ 10,085  |           |                           |
| 5. Architectural Design                                | 1                  | 4        |          |          |            |             | \$ 685         | \$ 14,300           | \$ 14,985  |           |                           |
| 6. Electrical Design                                   | 1                  | 2        |          |          |            |             | \$ 425         | \$ 20,584           | \$ 21,009  |           |                           |
| 7. Instrumentation Design                              | 1                  | 2        |          |          |            |             | \$ 425         |                     | \$ 425     |           |                           |
| 8. Lift Station Specifications                         | 4                  | 3        | 40       | 28       | 0          | 24          | \$ 8,990       |                     | \$ 8,990   |           |                           |
| Subtotal                                               | 13                 | 61       | 118      | 189      | 254        | 32          | \$ 59,070      | \$ 45,158           | \$ 104,226 |           |                           |
| 4. Odor Control Design                                 |                    |          |          |          |            |             |                |                     |            |           |                           |
| a. Final Process Design                                | 1                  | 4        | 1        | 1        | 8          |             | \$ 1,470       |                     | \$ 1,470   |           |                           |
| b. Select / Size Equipment                             |                    | 4        | 1        | 1        | 8          |             | \$ 1,306       |                     | \$ 1,305   |           |                           |
| c. Select / size forcemain air release valve scrubbers | 1                  | 4        | 1        | 1        | 8          |             | \$ 1,470       |                     | \$ 1,470   |           |                           |
| d. Specifications                                      |                    | 10       | 1        | 1        | 8          |             | \$ 2,085       |                     | \$ 2,085   |           |                           |
| Sub-Consultant cost                                    |                    |          |          |          |            |             |                |                     | \$ 45,675  | \$ 45,675 |                           |
| Subtotal                                               | 2                  | 22       | 4        | 4        | 32         | 0           | \$ 6,330       | \$ 45,675           | \$ 52,005  |           |                           |
| 5. Document Submittal                                  |                    |          |          |          |            |             |                |                     |            |           |                           |
| a. 30% Complete (1)                                    | 1                  | 4        | 6        | 6        | 12         |             | \$ 2,695       | \$ 1,350            | \$ 4,045   |           |                           |
| b. 90% Complete (1)                                    | 1                  | 4        | 6        | 6        | 12         |             | \$ 2,695       | \$ 1,350            | \$ 4,045   |           |                           |
| c. Review Comments w/ City (1)                         |                    |          |          |          |            |             |                |                     |            |           |                           |
| Subtotal                                               | 2                  | 8        | 12       | 12       | 24         | 0           | \$ 6,390       | \$ 2,700            | \$ 8,090   |           |                           |
| 6. Final Construction Submittal (1)                    | 1                  | 4        | 6        | 4        | 16         |             | \$ 2,825       |                     | \$ 2,825   |           |                           |
| Subtotal                                               | 1                  | 4        | 6        | 4        | 16         | 0           | \$ 2,825       |                     | \$ 2,825   |           |                           |
| Part E - Bidding Assistance (1 package)                |                    |          |          |          |            |             |                |                     |            |           |                           |
| 1. Bidding Notices                                     | 1                  | 1        | 1        | 0        | 0          | 2           | \$ 525         |                     | \$ 525     |           |                           |
| 2. Prepare Addenda                                     | 1                  | 2        | 2        |          |            | 5           | \$ 950         |                     | \$ 950     |           |                           |
| 3. Secure Wage Rate Information                        | 1                  | 1        | 3        | 2        |            | 2           | \$ 895         |                     | \$ 895     |           |                           |
| 4. Track Bid Documents                                 | 1                  | 2        | 2        | 2        |            | 16          | \$ 1,835       |                     | \$ 1,835   |           |                           |
| 5. Attend Pre-Bid Conference                           | 1                  | 3        | 1        |          |            | 1           | \$ 720         | \$ 3,500            | \$ 4,220   |           |                           |
| 6. Review Bids                                         | 1                  | 4        | 2        |          |            | 4           | \$ 1,145       |                     | \$ 1,145   |           |                           |
| 7. Review / Check Contractor References                | 1                  | 2        | 1        | 2        |            | 2           | \$ 825         |                     | \$ 825     |           |                           |
| 8. Bid Recommendations to City                         | 1                  | 1        | 2        | 2        |            | 2           | \$ 795         |                     | \$ 795     |           |                           |
| 9. Attend Water and Sewer Committee / City Council Mtg | 1                  | 4        | 1        |          |            |             | \$ 785         |                     | \$ 785     |           |                           |
| Subconsultant Cost                                     |                    |          |          |          |            |             |                |                     | \$ 785     |           |                           |
| Subtotal                                               | 9                  | 20       | 15       | 8        | 0          | 34          | \$ 8,475       | \$ 3,500            | \$ 11,975  |           |                           |

**PROFESSIONAL SERVICES COST BREAKDOWN**  
**CITY OF FAYETTEVILLE, ARKANSAS**  
**ATTACHMENT B**

| Work Task Description                                             | HOURLY RATE WORK |     |     |      |      |       |             | Total Cost Estimate |
|-------------------------------------------------------------------|------------------|-----|-----|------|------|-------|-------------|---------------------|
|                                                                   | PD               | PM  | PE  | CE   | CADD | CL/OT | TOTAL LABOR | Direct Cost (\$)    |
|                                                                   | hr               | hr  | hr  | hr   | hr   | hr    |             |                     |
| <b>Part F - Construction Services</b>                             | 26               | 234 | 70  | 3434 | 37   | 32    |             |                     |
| 1. Project Management                                             | 7                | 96  | 28  |      |      | 12    | \$ 17,215   | \$ 17,215           |
| 2. Construction Mgmt.                                             | 8                | 36  | 12  |      |      | 10    | \$ 7,850    | \$ 2,850            |
| 3. Inspection - WL 10                                             |                  |     | 4   | 806  |      |       | \$ 70,470   | \$ 5,398            |
| 4. Inspection - WL 11                                             |                  |     | 4   | 806  |      |       | \$ 70,470   | \$ 5,398            |
| 5. Inspection - WL 12                                             |                  | 20  | 6   | 1806 |      |       | \$ 158,710  | \$ 15,438           |
| 6. WL 12 Structural Review                                        |                  | 8   |     |      |      |       | \$ 1,040    | \$ 1,040            |
| 7. WL 12 Elect Review                                             |                  |     |     |      |      |       | \$ 8,000    | \$ 8,000            |
| 8. WL 12 Instrument Review                                        |                  |     |     |      |      |       | \$ 2,000    | \$ 2,000            |
| 9. WL 12 Pump Tests                                               |                  | 10  |     |      |      |       | \$ 1,300    | \$ 1,300            |
| 10 Project Start Up                                               |                  | 14  | 4   |      |      | 0     | \$ 2,220    | \$ 2,220            |
| 11 Meetings                                                       | 10               | 24  | 8   |      |      | 4     | \$ 5,830    | \$ 1,017            |
| 12 Record Drawing Prep                                            | 1                | 2   | 4   | 16   | 37   | 6     | \$ 5,350    | \$ 800              |
| Subtotal                                                          | 26               | 234 | 70  | 3434 | 37   | 32    | \$ 338,455  | \$ 40,901           |
| TOTAL                                                             | 181              | 785 | 830 | 4440 | 1629 | 234   | \$ 707,100  | \$ 388,191          |
| Less Amount Remaining in Optional Services from Original Contract |                  |     |     |      |      |       |             | \$ 142,242          |
| Total Amount of Amendment 4                                       |                  |     |     |      |      |       |             | \$ 953,049          |

|                                                                                                                                      |                                                            |                                         |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------|
| <b>City Of Fayetteville</b><br>(Not a Purchase Order)                                                                                |                                                            | Requisition No.:<br>Date: 11/2/2006     |
| Vendor #: 291<br>Vendor Name: R/JN Group, Inc.<br>Address: 12160 Abrams Road, Suite 400<br>City: Dallas State: TX<br>Zip Code: 75243 | Fob Point:<br>Ship to code:<br>Requester's Employee #: 490 | P.O. Number:<br>Expected Delivery Date: |

| Item | Description                                  | Quantity | Unit of Issue | Unit Cost  | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|----------------------------------------------|----------|---------------|------------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | Engineering Services, Wastewater System      | 1        | EA            | 953,049.00 | \$953,049.00  | 4480-9480-5315.00 | 42133-0401           |             |               |
| 2    | Improvement Project, WL-10, WL-11, and WL-12 |          |               |            | \$0.00        |                   |                      |             |               |
| 3    | Farmington and Western Fayetteville Area     |          |               |            | \$0.00        |                   |                      |             |               |
| 4    |                                              |          |               |            | \$0.00        |                   |                      |             |               |
| 5    |                                              |          |               |            | \$0.00        |                   |                      |             |               |
| 6    |                                              |          |               |            | \$0.00        |                   |                      |             |               |
| 7    |                                              |          |               |            | \$0.00        |                   |                      |             |               |
| 8    |                                              |          |               |            | \$0.00        |                   |                      |             |               |
| 9    |                                              |          |               |            | \$0.00        |                   |                      |             |               |
| 10   |                                              |          |               |            | \$0.00        |                   |                      |             |               |
|      | Shipping/Handling                            |          | Lot           |            | \$0.00        |                   |                      |             |               |

Special Instructions:

Subtotal: \$953,049.00

Tax: \$0.00

Total: \$953,049.00

Approvals:

Mayor: \_\_\_\_\_

Department Director: \_\_\_\_\_

Finance & Internal Services Director: \_\_\_\_\_

Budget Manager: \_\_\_\_\_

Dispatch Manager: \_\_\_\_\_

Utilities Manager: \_\_\_\_\_

IT Manager: \_\_\_\_\_

Other: \_\_\_\_\_







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

21-Nov-06  
City Council Meeting Date

David Jurgens      WW System Improvement Project      Water/Wastewater  
Submitted By      Division      Department

Action Required:

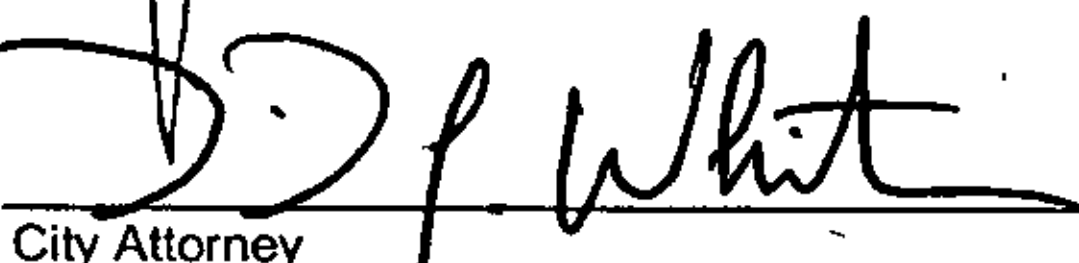
Fayetteville City Administration recommends approval of an Engineering contract with Robinson, Stafford and Rude, Inc., (RSR) in the amount of \$39,844.00, for value engineering (VE) services with respect to the Farmington and western Fayetteville area WSIP engineering design. Funds are available in Fiscal Year 2006 WSIP budget. Although Fayetteville is executing contract management and oversight, Farmington is bearing the full cost of this study and will reimburse Fayetteville when the expenses are incurred, leaving no net cost to the City of Fayetteville.

|                      |                           |                                 |
|----------------------|---------------------------|---------------------------------|
| \$0.00               | \$ 114,765,766            | Wastewater System Imp Project   |
| Cost of this request | Category / Project Budget | Program Category / Project Name |
| 4480.9480.5315.00    | \$ 109,705,364            | Water and Wastewater            |
| Account Number       | Funds Used to Date        | Program / Project Category Name |
| 02133-0401           | \$ 5,060,402              | Water/Sewer                     |
| Project Number       | Remaining Balance         | Fund Name                       |

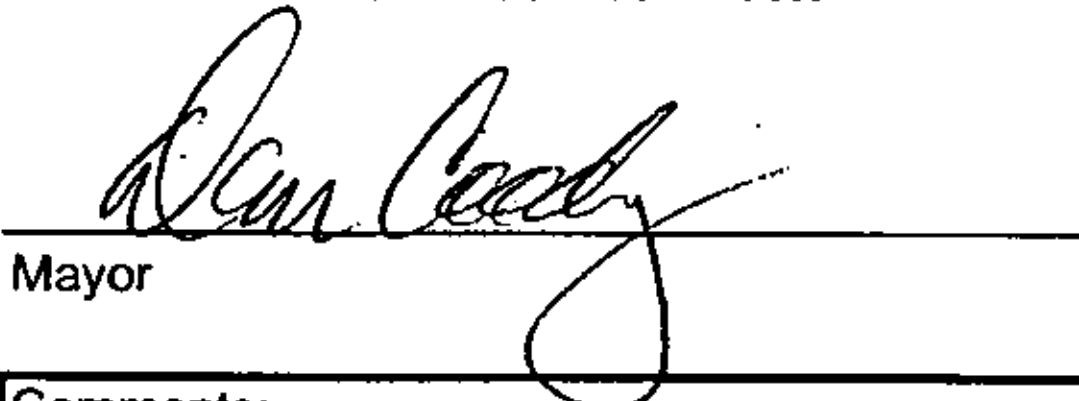
Budgeted Item ☒

Budget Adjustment Attached ☐

  
Department Director      3 Nov 06  
Date

  
City Attorney      11/7/06  
Date

  
Finance and Internal Service Director      11-7-06  
Date

  
Mayor      11/7/06  
Date

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Received in City Clerk's Office  


Received in Mayor's Office  

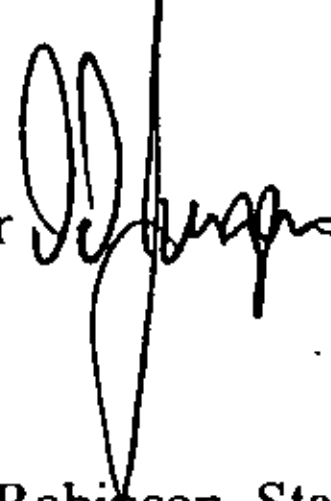

Comments:

## **CITY COUNCIL AGENDA MEMO**

**To:** Fayetteville City Council

**Thru:** Mayor Dan Coody

**From:** Fayetteville Sewer Committee  
David Jurgens, Water & Wastewater Director



**Date:** November 3, 2006

**Subject:** Approval of an Engineering contract with Robinson, Stafford and Rude, Inc., (RSR) in the amount of \$39,844.00, for value engineering (VE) services with respect to the Farmington and western Fayetteville area WSIP engineering design.

### **RECOMMENDATION**

Fayetteville City Administration recommends approval of an Engineering contract with Robinson, Stafford and Rude, Inc., (RSR) in the amount of \$39,844.00, for value engineering (VE) services with respect to the Farmington and western Fayetteville area WSIP engineering design. Although Fayetteville is executing contract management and oversight, Farmington is bearing the full cost of this study and will reimburse Fayetteville when the expenses are incurred.

### **BACKGROUND**

Farmington intends to apply for Arkansas Natural Resources Commission Revolving Loan Fund support. In order to meet RLF requirements, a formal Value Engineering study must be performed on the design. RSR performed the VE studies for all other aspects of the WSIP, and the City was very pleased with their work. In order to ensure the same level of quality service as was applied to the entire WSIP, Farmington requested we use the same VE consultant. The VE is scheduled for mid-December, and must be completed at that time in order to not delay the overall project.

### **DISCUSSION**

Design work for the Farmington and southwest portion of Fayetteville portions of the WSIP was deferred pending the results of the Farmington-Fayetteville sewer negotiations. The negotiations are complete, and identified the desired layout of the sewer system in this area. The contract between the two cities shall identify the mechanisms for cost reimbursement.

The VE study brings a highly experienced team of experts who have had no involvement with the project together to evaluate the project with a completely independent, detached viewpoint. The VE team will evaluate every aspect of the project to include routing, hardware, functional designs, construction methods, etc., in a focused effort to increase the net value of the project. The VE teams for the rest of the WSIP identified several improvements through their work.

### **BUDGET IMPACT**

Farmington has agreed to reimburse Fayetteville for these VE services in the sewer services contract between Fayetteville and Farmington.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH ROBINSON, STAFFORD AND RUDE, INC. (RSR) IN THE AMOUNT OF \$39,844.00 (TO BE WHOLLY REIMBURSED BY THE CITY OF FARMINGTON) TO PROVIDE VALUE ENGINEERING SERVICES FOR THE FARMINGTON AND WEST FAYETTEVILLE AREA WASTEWATER SYSTEM IMPROVEMENT PROJECT ENGINEERING DESIGN.

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 for Professional Engineering Services with Robinson, Stafford and Rude, Inc. (RSR) in the amount of \$39,844.00 (to be wholly reimbursed by the City of Farmington) to provide value engineering services for the Farmington and West Fayetteville Area Wastewater System Improvement Project (WSIP) engineering design. A copy of the contract, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 21<sup>st</sup> day of November, 2006.

APPROVED:

By: \_\_\_\_\_  
DAN COODY, Mayor

ATTEST:

By: \_\_\_\_\_  
SONDRA SMITH, City Clerk

**DRAFT**



## RSR PROFESSIONAL SERVICES AGREEMENT

**PROJECT:**

**RSR PROJ. NO:** 09701M

**CONSULTANT**

**CLIENT**

Robinson, Stafford & Rude, Inc.  
(hereinafter RSR)

City of Fayetteville, Arkansas  
(hereinafter City of Fayetteville)

**ADDRESS:**

9206 W. 90<sup>th</sup> Street  
Overland Park, KS 66212

113 West Mountain Street  
Fayetteville, AR 72701

**TELEPHONE:**

913-381-0603

479-575-8330

**FACSIMILE:**

913-642-7883

479-575-8257

**FED ID/BUS. NO.:**

91-1809438

71-6018462

**CONTACT NAME:**

James L. Mohart

David Jurgens

**PROJECT DESCRIPTION:** Value Engineering Services for Wastewater System Improvement Project, Farmington and West Fayetteville Area, Subprojects WL-10, WL-11, and WL-12.

**COMPENSATION:**

The total compensation under this Agreement shall not exceed the dollar amount indicated in this agreement, or the amount authorized by amendments and/or notices to proceed, whichever is lesser. The form of payment shall be as indicated below:

X LUMP SUM. Compensation for these services shall be a Lump Sum of \$ 39,844.00, or

~~TIME & MATERIALS. Compensation for these services will not exceed \$ \_\_\_\_\_ without written authorization, and will be based on the hours worked times the billing rates shown on the attached rate schedule, plus Reimbursable Expenses times a factor of 1.1, and RSR Costs times a factor of 1.1.~~

In the event services beyond those specified in the Scope of Services, and not included in the compensation above, are required, RSR will submit a fee estimate for such services and a contract modification will be negotiated and approved by the City of Fayetteville prior to any effort being expended on such services.

**RSR IS AUTHORIZED TO BEGIN SERVICES BASED ON:** X execution of agreement or \_\_\_\_\_ written notice to proceed

**TERMS OF CONTRACT**

1. EXECUTION AND INITIATION. This Agreement becomes effective upon signatures by authorized representatives of City of Fayetteville and RSR and upon receipt of a fully executed original by both City of Fayetteville and RSR. RSR shall provide and complete these services in accordance with the terms of this Agreement and any Scope of Work herein and will initiate services as noted above.

2. COMPLETION. RSR will complete the services within the time specified in the Scope of work, unless delayed by actions beyond the control of RSR. Should such delays occur, the schedule shall be extended by the amount of the delay.

3. TERMINATION. This agreement shall remain in force until completion of the services and receipt of full payment by RSR, unless terminated by mutual agreement. Either party upon 10 days written notice may terminate this agreement for cause. In the event of such termination, City of Fayetteville will pay RSR the portion of the Compensation defined above which has been earned through the date of termination, including any RSR expenses associated with the termination.

4. STANDARD OF CARE. Services provided by RSR under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. RSR makes no warranty or guaranty, either express or implied.

5. OWNERSHIP OF DOCUMENTS. All documents, including documents on electronic media, prepared under this agreement are instruments of service and are, and shall remain the property of RSR. RSR retains all common law, statutory, and other reserved rights, including the copyright thereto. These documents shall not be used for any purpose other than those authorized under this Agreement without the prior written authorization of and appropriate compensation to RSR.



**6. MUTUAL UNDERSTANDING OF SERVICES.** City of Fayetteville and RSR agree that the purpose of value analysis and value engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by City of Fayetteville and their other professional advisors. Both parties understand that as a part of these services, RSR does no design work and makes no project decisions. City of Fayetteville and RSR agree that RSR will be liable to the City of Fayetteville only for damages arising from RSR's negligence in the performance of the Value Analysis or Value Engineering work itself, and only to the extent that such negligence damages the City of Fayetteville.

**7. SCHEDULE OF PAYMENTS** If compensation for the services under this agreement is Lump Sum, RSR will invoice City of Fayetteville for 100% of RSR subconsultant costs plus 80% of the RSR fee upon completion of the workshop and delivery to the City of Fayetteville of the preliminary report and the remaining 20% of the compensation upon delivery of the final report, as defined in the Scope of Work. If compensation is in another form, RSR will invoice the City of Fayetteville once for the services completed through completion of the workshop and delivery of the preliminary report, and again upon project completion and delivery of the final report. City of Fayetteville will pay said invoices within 30 days of the invoice date. City of Fayetteville agrees to pay RSR interest in the amount of 1.5 percent per month for all amounts remaining unpaid 30 days after the invoice date.

**8. COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, City of Fayetteville will pay RSR for any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by RSR in connection therewith, and in addition, the reasonable value of RSR's staff time and expenses spent in connection with such collection action computed at RSR's prevailing rate schedule and expense policies.

**9. AUDIT AND ACCESS TO RECORDS.** RSR cost records pertaining to this Agreement will be kept for inspection by representatives of the City of Fayetteville, and Governmental Agencies for a period of three (3) years after final payment. City of Fayetteville will be given reasonable access to review said records for the purpose of confirming the reasonableness of RSR fees with prior notice at the offices of RSR.

**10. EQUAL OPPORTUNITY EMPLOYMENT.** RSR shall comply with federal, state and local regulations pertaining to Equal Opportunity Employment and minority hiring, and fair employment practices.

**11. INDEPENDENT CONSULTANT.** RSR and its staff are and shall be at all times during the term of this Agreement independent consultants and not employees or agents of the City of Fayetteville.

**12. COMPLIANCE WITH LAWS.** RSR shall comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.

**13. INSURANCE.** RSR shall maintain Workers Compensation (and Employer's Liability Insurance) as required by applicable state statute, and Commercial General Liability Insurance.

**14. DISPUTES.** The laws of the State of Arkansas shall govern any action for claims arising out of or relating to this Agreement.

**15. ASSIGNMENT.** Neither RSR nor the City of Fayetteville shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express written consent of the other.

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

**17. FREEDOM OF INFORMATION ACT.** City 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, RSR 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. Section 25-19-101 et. Seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

Execution of this document by duly authorized representatives of the City of Fayetteville and RSR, including any attachments represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended or modified only by written instrument, valid only upon signature by both parties.

ROBINSON, STAFFORD & RUDE, INC.

CITY OF FAYETTEVILLE

BY: \_\_\_\_\_ BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

Attached: X Scope of Services X Budget Worksheet \_\_\_\_\_ Special Provisions

Distribution: City of Fayetteville, RSR Project Manager, RSR Financial Officer

12/98

## SCOPE OF SERVICES

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Client: City of Fayetteville  
(hereinafter referred to as City of Fayetteville)

Consultant: Robinson, Stafford, & Rude, Inc.  
(hereinafter referred to as RSR)

Services: Value Engineering Study

Project: Wastewater System Improvement Project – In particular the Westside  
Collection System Improvements  
(hereinafter referred to as Project)

Project Location: City of Fayetteville

Project Designer: RJN Group, Inc.  
(hereinafter referred to as RJN)

### VALUE ENGINEERING JOB PLAN

Value engineering (VE) is a process consisting of the systematic application of analytical, creative and evaluation techniques in a multi-disciplinary team setting where the focus is on achieving the required functions, performance and quality while maximizing value.

RSR will use a VE Job Plan that is consistent with the SAVE International Value Methodology Standard. Following this Job Plan for the VE study will satisfy State and Federal requirements for VE on this project.

### WORK TO BE PERFORMED

RSR will provide the following services in accordance with this scope of services and the terms of the Agreement.

#### Pre-workshop Activities

RSR will perform pre-workshop activities to include those tasks which must be accomplished in order for the VE team to be able to efficiently and effectively perform in the workshop.

These activities will consist of:

- scheduling study tasks
- scheduling and coordination with RSR provided VE team members
- assisting City of Fayetteville with scheduling study participants



## SCOPE OF SERVICES

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- coordination of the necessary documentation on the project for distribution to the VE team members
- compiling project data into a cost model(s)
- document review

### Scheduling Study Participants

The VE team members will come from a combination of City of Fayetteville and RSR. RSR will assist City of Fayetteville in identifying candidate team members for the workshop. RSR will work cooperatively with City of Fayetteville to make final selection of individuals to fulfill the desired discipline roles. RSR will be responsible for all contractual and payment issues with RSR provided team members.

RSR will communicate directly with all team members relative to scheduling, pre-workshop, workshop and post workshop activities.

### Cost Models

If the cost estimate and other appropriate information are provided prior to the workshop, RSR will develop a cost model(s) which will convey to the team members which project elements or features or functions are driving the cost of the project. These models will be used during the VE workshop to help focus the team on those aspects of the project consuming the greatest shares of the total project cost.

### Document Review

City of Fayetteville will distribute the project documents to be studied to the VE team members. These documents should be distributed a minimum of one week prior to the workshop start. The team members will be instructed by RSR to spend up to four (4) hours reviewing these documents in advance of the workshop. The VE team cost estimator will be instructed by RSR to spend up to eight (8) hours reviewing and validating project costs in advance of the workshop.

### Workshop

RSR will conduct the value engineering workshop using a job plan that is consistent with the practices and procedures recognized by SAVE International. This job plan will include a 24-hour workshop. The workshop will include an Information Phase, a Function Analysis Phase, a Creative Phase, an Evaluation Phase, a Development Phase, and a Presentation Phase.

The workshop will be initiated by presentations from City of Fayetteville who will describe the objectives of these projects and any constraints that will be placed on the VE study. The project design team will explain specifically how the design accomplishes the City of Fayetteville's objectives and the details of that design. The workshop will include a complete function analysis of the major project elements. The team will generate a list of ideas for project improvement followed by an evaluation of those ideas. This evaluation will include input from key City of Fayetteville decision makers before proceeding with development of recommendations. On the



## **SCOPE OF SERVICES**

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last day of the workshop, a presentation of the recommendations will be provided to City of Fayetteville decision makers.

The workshop will be held in Fayetteville, AR.

### **Presentations**

To make sure the VE team has complete information about the project criteria, City of Fayetteville will provide at a minimum, the City of Fayetteville Project Manager and appropriate members of the design team for the first day and last day presentations as well as the mid-point review meeting.

### **Site Visit**

A site visit will be conducted on the afternoon of the first day of the workshop. This site visit will be attended by the VE team, City of Fayetteville representatives, and representatives of the design team.

### **Post Workshop**

RSR will provide the deliverables described herein.

### **Workshop Logistics**

RSR will provide:

- the workshop room
- refreshments for team members and other participants
- easy access to a telephone, copy machine, and a facsimile machine

City of Fayetteville will provide at no cost to RSR:

- an overhead projector for the first and last days of the workshop
- an easel with a pad of paper

### **VE STUDY TEAM**

The VE Study Team for this workshop will include up to eight team members. RSR is responsible for providing the VE Team Leader. RSR will also provide team members for the disciplines specified below. City of Fayetteville will provide additional team members for the disciplines specified below.

### **VE Team Leader**

The VE Team Leader will be both a certified value specialist (CVS) and a registered professional engineer (PE).

## SCOPE OF SERVICES

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RSR will also provide a VE Team Assistant during the workshop to assist with administrative activities and to begin preparation of the study report. This will improve the VE Team's effectiveness and expedite the report delivery.

### VE Team Members

RSR will provide team members for the following disciplines:

- Granville White, Estimator/Constructability
- Jeff Kaiser, Pumping/Hydraulics
- Tim Nebergall, Pipelines/General Civil

City of Fayetteville will provide team members for the following disciplines at no cost to RSR:

- Lynn Hyke, WSIP Construction Manager
- One Farmington Representative
- One OMI Representative for Lift Station and SCADA Issues

The specific individuals provided will be identified and selected jointly by the RSR VE Team Leader and the City of Fayetteville Project Manager. In general, these will be individuals not previously associated with the project development.

### DELIVERABLES

This VE study effort will include four deliverables, all of which are related to the results of the workshop. These deliverables are:

- VE Team Presentation Handout
- Preliminary VE Study Report
- Draft VE Study Report
- Final VE Study Report

#### VE Team Presentation Hand-out

At the beginning of the presentation of the VE results on the last day of the workshop, RSR will provide to each person attending this presentation a hand out which contains:

- Cover
- Agenda
- List of VE recommendations including capital and the present worth of O&M savings
- List of design suggestions

## SCOPE OF SERVICES

### Preliminary VE Study Report

The Preliminary VE Study Report will be a compilation of the handwritten products developed in the workshop. This report will include all of the VE recommendations and design suggestions developed by the VE team during the workshop.

### Draft VE Study Report

The purpose of this draft report is to give the City of Fayetteville Project Manager and other appropriate reviewers the opportunity to provide input to the final report. This document will be, in the opinion of RSR, equivalent to the Final VE Study Report. City of Fayetteville will provide written comments in compliance with the attached schedule. If comments are not received by the specified due date, RSR will proceed with preparation of the final report.

### Final VE Study Report

This report is the final documentation of the VE study. The report is a finalized version of the Draft VE Study Report including the incorporation of City of Fayetteville's comments. The cover of the report will clearly indicate the project title, that it is the Final VE Study Report, and the date of the report.

The submittal of this report concludes the VE study effort.

### Number of Reports

RSR will provide City of Fayetteville with the following number of copies of each report:

|                                   |    |
|-----------------------------------|----|
| Preliminary VE Study Report ..... | 15 |
| Draft VE Study Report.....        | 2  |
| Final VE Study Report.....        | 15 |

## SCHEDULE

This value engineering study will be conducted in accordance with the following schedule.

|                                                    |                                                                       |
|----------------------------------------------------|-----------------------------------------------------------------------|
| Notice to Proceed .....                            | At City of Fayetteville's Convenience                                 |
| Organization Phone Calls .....                     | At City of Fayetteville's Convenience                                 |
| City of Fayetteville to Distribute Documents ..... | One week prior to VE Workshop                                         |
| VE Workshop.....                                   | December 4-6, 2006                                                    |
| Submit Preliminary VE Study Report.....            | Week of December 11, 2006                                             |
| Written Responses to RSR.....                      | At City of Fayetteville's Convenience                                 |
| Submit Draft VE Study Report.....                  | Ten working days following written responses to Preliminary VE Report |



## SCOPE OF SERVICES

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Comments on Draft VE Study Report .....Ten working days following receipt of Draft  
VE Study Report

Submit Final VE Study Report .....Ten working days following receipt of  
comments to Draft VE Study Report



# **VE Study Cost Summary** 09701M

## **Westside WW Collection System**

### **Robinson, Stafford & Rude**

|                              |       | <b>Total</b>    |
|------------------------------|-------|-----------------|
| Labor                        |       | \$17,898        |
| Expenses                     |       | \$5,495         |
| Subconsultant Administration | 10.0% | \$1,496         |
| <b>Subtotal RSR</b>          |       | <u>\$24,889</u> |

### **Subconsultants**

|                  | <b>Total</b> | <b>% of<br/>Total</b> | <b>MBE/<br/>WBE</b> |
|------------------|--------------|-----------------------|---------------------|
| OLSSON ASSOC     | \$4,162      | 10.4%                 |                     |
| BLACK & VEATCH   | \$5,817      | 14.6%                 |                     |
| KWAME BLDG GROUP | \$4,976      | 12.5%                 |                     |

### **Subtotal Subconsultants**

\$14,955 37.5%

### **TOTAL COST**

\$39,844

Total Percentage for MBEs  
Total Percentage for WBEs

\$0 0.0%  
\$0 0.0%

**Robinson, Stafford & Rude, Inc.**  
Budget Worksheet  
Westside WW Collection System

RSR Project No.: 09701M  
Workshop Location: Fayetteville, AR  
Workshop Date: Dec 4-6, 2006

| Team Member | Discipline               | Hours            |              |          |               | Total<br>Hours | Rate      | Total Cost |
|-------------|--------------------------|------------------|--------------|----------|---------------|----------------|-----------|------------|
|             |                          | Study Management | Pre-Workshop | Workshop | Post Workshop |                |           |            |
| Jim Mohart  | VE Team Leader           | 7                | 12.5         | 24       | 26            | 69.5           | \$ 175.00 | \$ 12,163  |
|             | Assistant VE Team Leader |                  |              |          |               | 0              | \$ 175.00 | \$ -       |
|             | AVS                      |                  |              |          |               | 0              | \$ 125.00 | \$ -       |
|             | QA                       |                  |              |          | 4             | 4              | \$ 175.00 | \$ 700     |
|             | Technical Writer         |                  |              |          | 8             | 8              | \$ 90.00  | \$ 720     |
|             | Graphics                 |                  |              |          | 4             | 4              | \$ 75.00  | \$ 300     |
|             | Admin Assistant          | 7                | 8            | 32       | 26            | 73             | \$ 55.00  | \$ 4,015   |

**Total Labor** \$ 17,898

| Expenses | Item                   | Quantity |      |     |     | Total<br>Quantity | Rate      | Total Cost |
|----------|------------------------|----------|------|-----|-----|-------------------|-----------|------------|
|          |                        |          |      |     |     |                   |           |            |
|          | Airfare                |          |      |     |     | 0                 | \$ -      | \$ -       |
|          | Airfare                |          |      |     |     | 0                 | \$ -      | \$ -       |
|          | Airfare                |          |      |     |     | 0                 | \$ -      | \$ -       |
|          | Airfare                |          |      |     |     | 0                 | \$ -      | \$ -       |
|          | Rental Car             |          |      |     |     | 0                 | \$ 75.00  | \$ -       |
|          | Airport Parking        |          |      |     |     | 0                 | \$ 18.00  | \$ -       |
|          | Personal Mileage       |          |      | 600 |     | 600               | \$ 0.445  | \$ 267     |
|          | Airport Transportation |          |      |     |     | 0                 | \$ 50.00  | \$ -       |
|          | Local Transportation   |          |      |     |     | 0                 | \$ 5.00   | \$ -       |
|          | Local Parking          |          |      |     |     | 0                 | \$ 10.00  | \$ -       |
|          | Lodging                |          |      | 6   |     | 6                 | \$ 100.00 | \$ 600     |
|          | Meals                  |          |      | 6   |     | 6                 | \$ 35.00  | \$ 210     |
|          | Copying                | 100      | 1000 | 0   | 500 | 1600              | \$ 0.10   | \$ 160     |
|          | Copy Machine Rental    |          |      |     |     | 0                 | \$ 400.00 | \$ -       |
|          | Conference Room        |          |      | 3   |     | 3                 | \$ 75.00  | \$ 225     |
|          | Team Refreshments      |          |      | 3   |     | 3                 | \$ 116.00 | \$ 348     |

|                               |       |        |        |        |  |        |
|-------------------------------|-------|--------|--------|--------|--|--------|
| Postage & Shipping            | \$ 70 | \$ 125 | \$ 100 | \$ 320 |  | \$ 615 |
| Telephone (incl. on-site mobi | \$ 70 | \$ 75  | \$ 120 | \$ 100 |  | \$ 365 |
| Supplies & Miscellaneous      | \$ 10 | \$ 100 | \$ 75  | \$ 100 |  | \$ 285 |

| Reports | Total  |       |       | Quantity | Rate     |          |
|---------|--------|-------|-------|----------|----------|----------|
|         | Prelim | Draft | Final |          |          |          |
| Reports | 15     | 2     | 15    | 32       | \$ 60.00 | \$ 1,920 |

Subtotal Expenses \$ 4,995  
Mark-up on Expenses 10% \$ 500

**Total Expenses** \$ 5,495

**Total Cost** \$ 23,393

**OLSSON ASSOC**  
Budget Worksheet  
Westside WW Collection System

RSR Project No.: 09701M  
Workshop Location: Fayetteville, AR  
Workshop Date: Dec 4-6, 2006

| Team Member   | Discipline        | Hours            |              |          |               | Total<br>Hours | Rate      | Total Cost |
|---------------|-------------------|------------------|--------------|----------|---------------|----------------|-----------|------------|
|               |                   | Study Management | Pre-Workshop | Workshop | Post Workshop |                |           |            |
| Tim Negerball | Piping/Hydraulics |                  | 4            | 24       |               | 28             | \$ 116.00 | \$ 3,248   |
|               |                   |                  |              |          |               | 0              | \$ -      | \$ -       |
|               |                   |                  |              |          |               | 0              | \$ -      | \$ -       |
|               |                   |                  |              |          |               | 0              | \$ -      | \$ -       |
|               |                   |                  |              |          |               | 0              | \$ -      | \$ -       |

Total Labor

\$ 3,248

Expenses  
Tim Negerball

| No Airfare             | Lincoln, NE | Quantity |  |     |  | Total<br>Quantity | Rate      | Total Cost |
|------------------------|-------------|----------|--|-----|--|-------------------|-----------|------------|
|                        |             |          |  |     |  |                   |           |            |
|                        |             |          |  |     |  | 0                 | \$ -      | \$ -       |
|                        |             |          |  |     |  | 0                 | \$ -      | \$ -       |
|                        |             |          |  |     |  | 0                 | \$ -      | \$ -       |
|                        |             |          |  |     |  | 0                 | \$ -      | \$ -       |
|                        |             |          |  |     |  | 0                 | \$ -      | \$ -       |
| Rental Car             |             |          |  |     |  | 0                 | \$ 75     | \$ -       |
| Airport Parking        |             |          |  |     |  | 0                 | \$ 18.00  | \$ -       |
| Personal Mileage       |             |          |  | 900 |  | 900               | \$ 0.445  | \$ 401     |
| Airport Transportation |             |          |  |     |  | 0                 | \$ 50.00  | \$ -       |
| Local Transportation   |             |          |  |     |  | 0                 | \$ 5.00   | \$ -       |
| Local Parking          |             |          |  |     |  | 0                 | \$ 10.00  | \$ -       |
| Lodging                |             |          |  | 3   |  | 3                 | \$ 100.00 | \$ 300     |
| Meals                  |             |          |  | 3   |  | 3                 | \$ 35.00  | \$ 105     |
| Copying                |             |          |  |     |  | 0                 | \$ 0.10   | \$ -       |

|                          |  |       |       |  |  |  |       |
|--------------------------|--|-------|-------|--|--|--|-------|
| Postage & Shipping       |  |       |       |  |  |  | \$ -  |
| Telephone                |  | \$ 10 |       |  |  |  | \$ 10 |
| Supplies & Miscellaneous |  | \$ 5  | \$ 10 |  |  |  | \$ 15 |

Subtotal Expenses \$ 831  
Mark-up on Expenses 10% \$ 83

Total Expenses

\$ 914

Total Cost

\$ 4,162



**BLACK & VEATCH**  
Budget Worksheet  
Westside WW Collection System

RSR Project No.: 09701M  
Workshop Location: Fayetteville, AR  
Workshop Date: Dec 4-6, 2006

| Team Member | Discipline       | Hours            |              |          |               | Total<br>Hours | Rate      | Total Cost |
|-------------|------------------|------------------|--------------|----------|---------------|----------------|-----------|------------|
|             |                  | Study Management | Pre-Workshop | Workshop | Post Workshop |                |           |            |
| Jeff Kaiser | Hydraulics/Pumps |                  | 4            | 24       |               | 28             | \$ 178.60 | \$ 5,001   |
|             |                  |                  |              |          |               | 0              | \$ -      | \$ -       |
|             |                  |                  |              |          |               | 0              | \$ -      | \$ -       |
|             |                  |                  |              |          |               | 0              | \$ -      | \$ -       |
|             |                  |                  |              |          |               | 0              | \$ -      | \$ -       |

Total Labor \$ 5,001

| Expenses | Jeff Kaiser | Quantity                 |               |       |       | Total<br>Quantity | Rate      | Total Cost |
|----------|-------------|--------------------------|---------------|-------|-------|-------------------|-----------|------------|
|          |             | No Airfare               | St. Louis, MO |       |       |                   |           |            |
|          |             |                          |               |       |       | 0                 | \$ -      | \$ -       |
|          |             |                          |               |       |       | 0                 | \$ -      | \$ -       |
|          |             |                          |               |       |       | 0                 | \$ -      | \$ -       |
|          |             |                          |               |       |       | 0                 | \$ -      | \$ -       |
|          |             |                          |               |       |       | 0                 | \$ -      | \$ -       |
|          |             | Rental Car               |               |       |       | 0                 | \$ 75     | \$ -       |
|          |             | Airport Parking          |               |       |       | 0                 | \$ 18.00  | \$ -       |
|          |             | Personal Mileage         |               | 700   |       | 700               | \$ 0.445  | \$ 312     |
|          |             | Airport Transportation   |               |       |       | 0                 | \$ 50.00  | \$ -       |
|          |             | Local Transportation     |               |       |       | 0                 | \$ 5.00   | \$ -       |
|          |             | Local Parking            |               |       |       | 0                 | \$ 10.00  | \$ -       |
|          |             | Lodging                  |               | 3     |       | 3                 | \$ 100.00 | \$ 300     |
|          |             | Meals                    |               | 3     |       | 3                 | \$ 35.00  | \$ 105     |
|          |             | Copying                  |               |       |       | 0                 | \$ 0.10   | \$ -       |
|          |             | Postage & Shipping       |               |       |       |                   |           | \$ -       |
|          |             | Telephone                |               | \$ 10 |       |                   |           | \$ 10      |
|          |             | Supplies & Miscellaneous |               | \$ 5  | \$ 10 |                   |           | \$ 15      |

Subtotal Expenses \$ 742  
Mark-up on Expenses 10% \$ 74

Total Expenses \$ 816

Total Cost \$ 5,817



**KWAME BLDG GROUP**  
Budget Worksheet  
Westside WW Collection System

RSR Project No.: 09701M  
Workshop Location: Fayetteville, AR  
Workshop Date: Dec 4-6, 2006

| Team Member     | Discipline                 | Hours            |              |          |               | Total<br>Hours | Rate      | Total Cost |
|-----------------|----------------------------|------------------|--------------|----------|---------------|----------------|-----------|------------|
|                 |                            | Study Management | Pre-Workshop | Workshop | Post Workshop |                |           |            |
| Granville White | Estimator/Constructability |                  | 8            | 24       |               | 32             | \$ 130.00 | \$ 4,160   |
|                 |                            |                  |              |          |               | 0              | \$ -      | \$ -       |
|                 |                            |                  |              |          |               | 0              | \$ -      | \$ -       |
|                 |                            |                  |              |          |               | 0              | \$ -      | \$ -       |
|                 |                            |                  |              |          |               | 0              | \$ -      | \$ -       |

**Total Labor** \$ 4,160

**Expenses**  
Granville White

|                          |               | Quantity |       |       |  | Total<br>Quantity | Rate      | Total Cost |
|--------------------------|---------------|----------|-------|-------|--|-------------------|-----------|------------|
| No Airfare               | St. Louis, MO |          |       |       |  |                   |           |            |
|                          |               |          |       |       |  | 0                 | \$ -      | \$ -       |
|                          |               |          |       |       |  | 0                 | \$ -      | \$ -       |
|                          |               |          |       |       |  | 0                 | \$ -      | \$ -       |
|                          |               |          |       |       |  | 0                 | \$ -      | \$ -       |
|                          |               |          |       |       |  | 0                 | \$ -      | \$ -       |
| Rental Car               |               |          |       |       |  | 0                 | \$ 75     | \$ -       |
| Airport Parking          |               |          |       |       |  | 0                 | \$ 18.00  | \$ -       |
| Personal Mileage         |               |          | 700   |       |  | 700               | \$ 0.445  | \$ 312     |
| Airport Transportation   |               |          |       |       |  | 0                 | \$ 50.00  | \$ -       |
| Local Transportation     |               |          |       |       |  | 0                 | \$ 5.00   | \$ -       |
| Local Parking            |               |          |       |       |  | 0                 | \$ 10.00  | \$ -       |
| Lodging                  |               |          | 3     |       |  | 3                 | \$ 100.00 | \$ 300     |
| Meals                    |               |          | 3     |       |  | 3                 | \$ 35.00  | \$ 105     |
| Copying                  |               |          |       |       |  | 0                 | \$ 0.10   | \$ -       |
|                          |               |          |       |       |  |                   |           |            |
| Postage & Shipping       |               |          |       |       |  |                   |           | \$ -       |
| Telephone                |               |          | \$ 10 |       |  |                   |           | \$ 10      |
| Supplies & Miscellaneous |               |          | \$ 5  | \$ 10 |  |                   |           | \$ 15      |

Subtotal Expenses \$ 742  
Mark-up on Expenses 10% \$ 74

**Total Expenses** \$ 816

**Total Cost** \$ 4,976

**City Of Fayetteville**  
(Not a Purchase Order)

|                 |                         |
|-----------------|-------------------------|
| Requestion No.: | Date:                   |
| P.O Number:     | Expected Delivery Date: |

|           |                                 |
|-----------|---------------------------------|
| Vendor #: | Vendor Name:                    |
| Address:  | Robinson, Stafford & Rude, Inc. |

|                |        |              |         |         |                 |
|----------------|--------|--------------|---------|---------|-----------------|
| City:          | State: | Fob Point:   | Mail    | Taxable | Quoles Attached |
| Overland Park, | KS     | Fayetteville | Yes: XX | No: XX  | Yes:            |

|           |               |                         |            |        |     |
|-----------|---------------|-------------------------|------------|--------|-----|
| Zip Code: | Ship to code: | Requester's Employee #: | Extension: | No: XX | No: |
| 66212     |               | 490                     | 386        |        |     |

| Item | Description                                   | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|-----------------------------------------------|----------|---------------|-----------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | Value Engineering Services, Wastewater System | 1        | EA            | 39,844.00 | \$420,216.00  | 4480-9480-5315.00 | 02133-0401           |             |               |
| 2    | Improvement Project, WL-10, WL-11, and WL-12  |          |               |           | \$0.00        |                   |                      |             |               |
| 3    | Farmington and Western Fayetteville Area      |          |               |           | \$0.00        |                   |                      |             |               |
| 4    |                                               |          |               |           | \$0.00        |                   |                      |             |               |
| 5    |                                               |          |               |           | \$0.00        |                   |                      |             |               |
| 6    |                                               |          |               |           | \$0.00        |                   |                      |             |               |
| 7    |                                               |          |               |           | \$0.00        |                   |                      |             |               |
| 8    |                                               |          |               |           | \$0.00        |                   |                      |             |               |
| 9    |                                               |          |               |           | \$0.00        |                   |                      |             |               |
| 10   |                                               |          |               |           | \$0.00        |                   |                      |             |               |
|      | Shipping/Handling                             |          | Lot           |           | \$0.00        |                   |                      |             |               |

Special Instructions:

Subtotal: \$420,216.00  
Tax: \$0.00  
Total: \$420,216.00

Approvals:

|                                       |                      |                     |
|---------------------------------------|----------------------|---------------------|
| Mayor:                                | Department Director: | Purchasing Manager: |
| Finance & Internal Services Director: | Budget Manager:      | IT Manager:         |
| Dispatch Manager:                     | Utilities Manager:   | Other:              |

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

11/21/2006

City Council Meeting Date

Kevin Springer

Submitted By

Budget & Research

Division

Finance & Internal Services

Department

Action Required:

Approve a resolution adopting the Proposed 2007 Annual Budget & Work Program.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in Clerk's Office

Received in Mayor's Office

Department Director

City Attorney

Finance Director

Mayor

Comments:





## **DEPARTMENTAL CORRESPONDENCE**

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TO: Mayor Coody and City Council

FROM: Paul A. Becker, Finance Director  
Kevin Springer, Budget Manager

PAB  
JS

DATE: November 6, 2006

SUBJECT: **Proposed 2007 Annual Budget & Work Program**

**Recommendation:**

Consider the Proposed 2007 Annual Budget & Work Program for adoption by the December 19, 2006 City Council meeting.

**Discussion:**

The Proposed 2007 Annual Budget & Work Program were distributed to City Council on Tuesday, November 7, 2006

A brief overview of the Proposed 2007 Annual Budget & Work Program is scheduled for **Tuesday, November 14** during the City Council agenda session. Listed below is a schedule of hearing dates for the Proposed 2007 Annual Budget & Work Program.

| <b>Date</b>                | <b>Budget Meeting/<br/>Location</b>                                                       |
|----------------------------|-------------------------------------------------------------------------------------------|
| Tuesday, November 7, 2006  | <i>Distribution of the Proposed 2007 Budget</i>                                           |
| Tuesday, November 14, 2006 | <i>Presentation of the Proposed 2007 Budget<br/>City Council Agenda Session, Room 326</i> |
| Tuesday, November 21, 2006 | <i>City Council Meeting<br/>Room 219</i>                                                  |
| Tuesday, November 28, 2006 | <i>Outside Agency Presentations (agenda session)<br/>Room 326</i>                         |
| Saturday, December 2, 2006 | <i>Budget Working Session (8:00 am - TBD)<br/>Fayetteville Municipal Airport</i>          |
| Tuesday, December 5, 2006  | <i>City Council Meeting<br/>Room 219</i>                                                  |
| Tuesday, December 19, 2006 | <i>City Council Meeting<br/>Room 219</i>                                                  |

If you have any questions concerning the Proposed 2007 Annual Budget & Work Program, please feel free to contact either Paul A. Becker at 575-8330 or Kevin Springer at 575-8226. Thank you for your attention to this matter.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING THE 2007 ANNUAL BUDGET AND  
WORK PROGRAM AS APPROVED AND AMENDED.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas  
hereby adopts the 2007 Annual Budget & Work Program as approved and  
amended. A copy of the Amended Budget, marked Exhibit "A" is attached  
hereto and made a part hereof.

PASSED and APPROVED this 19<sup>th</sup> day of December 2006.

APPROVED:

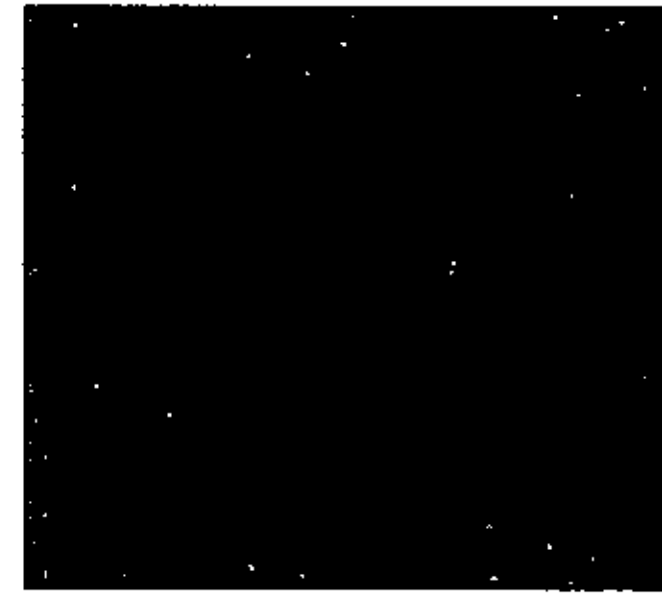
By:

DAN GOODY, Mayor

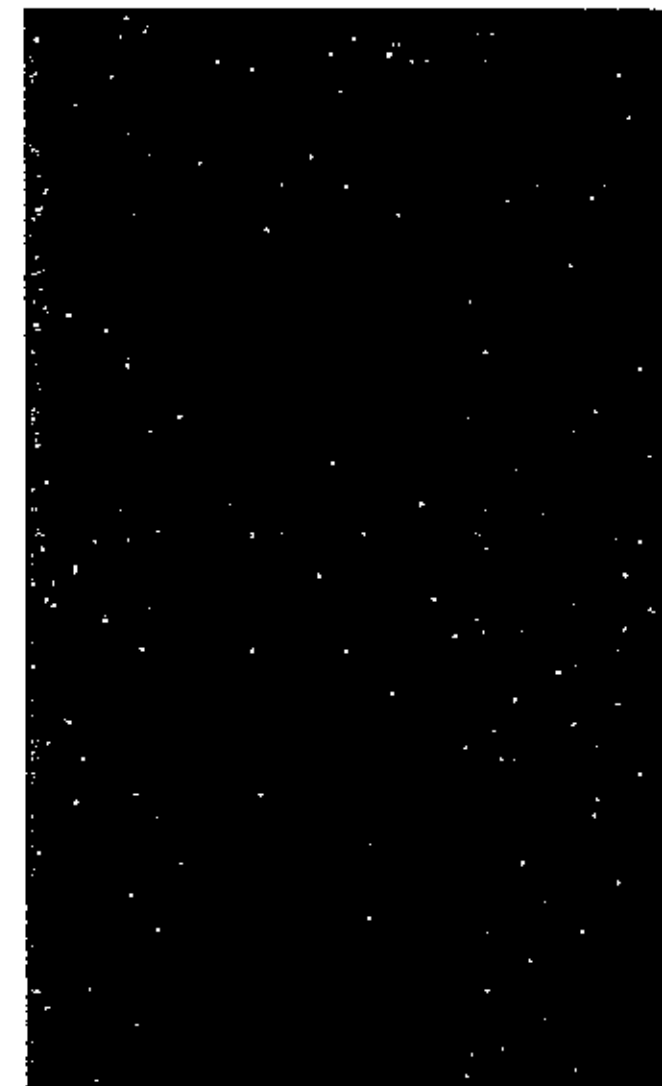
ATTEST:

By:

SONDRA SMITH, City Clerk



**2007**

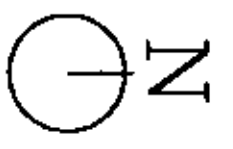
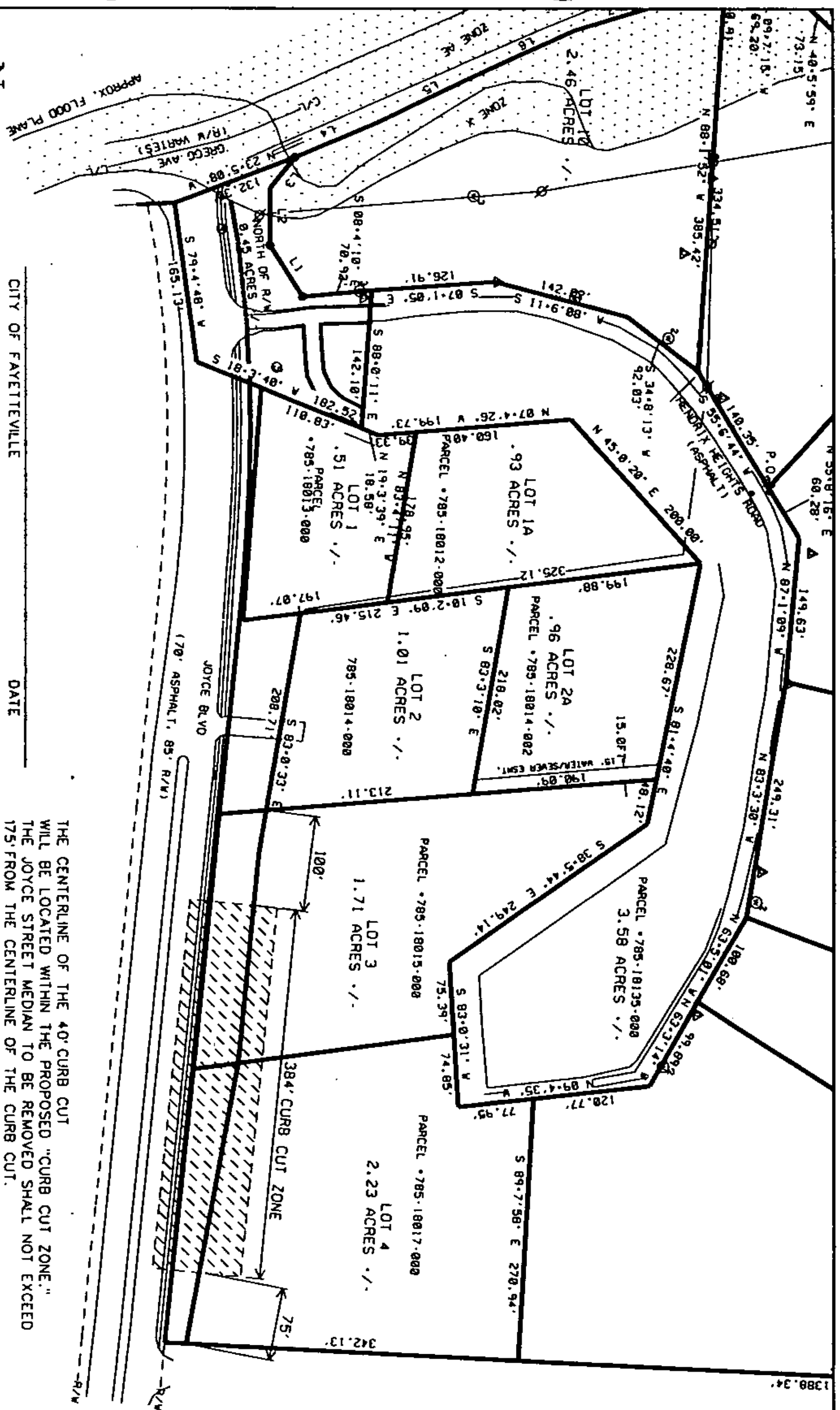


**City of Fayetteville, Arkansas**

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**Proposed  
Annual Budget  
& Work Program**





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EXHIBIT C

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**Paradigm**  
DEVELOPMENT  
**HENDRIX HEIGHTS**  
JOHNSON, ARKANSAS 11-14-06