Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy 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
January 16, 2007

A meeting of the Fayetteville City Council will be held on January 16, 2007 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

Mayor's State of the City Address

City Council Committees Council Approval: Nominating, Ordinance Review, Sewer, Street and Equipment. These committees are appointed by the Mayor and approved by the City Council.

A. CONSENT:

1. **Approval of the December 19, 2006 and January 2, 2007 City Council meeting minutes.**

2. **Performance Bond to Dead Horse Mountain Road Bridge:** A resolution to approve the Performance Bond of Meadows Enterprises, Inc. to guarantee payment of $36,668.92 for Dead Horse Mountain Road Bridge upon request by the city.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 05-07.

B. UNFINISHED BUSINESS:

1. **Amend Chapter 174 & Chapter 153; Signs:** An ordinance to enact a replacement Chapter 174 Signs and § 153.08 (G) Signs to clarify sign regulations in Fayetteville. ***This ordinance was left on the First Reading at the January 2, 2007 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4972.

2. **Amend Chapter 159; Road Impact Fees:** An ordinance to amend Title XV Unified Development Code of Fayetteville, Chapter 159: Fees by enacting § 159.05 Road Impact Fees of the Unified Development Code and to refer this ordinance to the voters for their adoption or rejection. ***This ordinance was left on the First Reading at the January 2, 2007 City Council meeting.***

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4973.

3. **RZN 06-2344 (Dunnerstock and Windsor SD)**: An ordinance rezoning that property described in Rezoning Petition RZN 06-2344, for approximately 34.44 acres located at the northeast corner of Double Springs Road and Sellers Road, from R-A, Residential Agricultural, to RSF-2, Residential Single Family, 2 units per acre. ***This ordinance was left on the Second Reading at the January 2, 2007 City Council meeting.***

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4974.

C. **NEW BUSINESS:**

1. **Amend Chapter 159, Fees Sections 159.02, 159.03, and 159.04:** An ordinance to amend sections 159.02 (D)(6)(a), 159.03 (D)(4)(a) to include an exemption from the payment of impact fees for non-profit, multi-family supportive housing.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4975.

2. **Farmington Annexation Public Hearing Date:** A resolution setting a public hearing date regarding the City of Farmington's desire to annex certain territory currently in the city limits of Fayetteville.

   THIS ITEM WAS TABLED INDEFINITELY.

3. **GIS Data:** A resolution to approve a contract with the Northwest Arkansas Regional Planning Commission to purchase GIS data for 126 square miles within and around the City of Fayetteville for $17,892.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 06-07.

4. **Amend Ord. 4766-Zion Gardens:** An ordinance amending Ordinance No. 4766, R-PZD 06-1599 for Zion Gardens, to allow a guarantee to be posted by the developer in lieu of constructing a sidewalk on Lot 97.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4976.

D. INFORMATIONAL:

2007 Community Development Block Grant Action Plan Report

City Council Tour: None

Martin Luther King, Jr. Holiday – January 15, 2007 – City offices will be closed.

Meeting adjourned at 8:30 p.m.

City Council Meeting January 16, 2007

Adjourn 8:30 PM

Subject:		Roll			
Motion To:					
Motion By:					
Seconded:					
	Jordan	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Mayor Coody	✓			

8-0

Subject:		City Council Comittees Approval			
Motion To:		Approve			
Motion By:		Jordan			
Seconded:		Lucas			
	Jordan	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Mayor Coody				

8-0

City Council Meeting January 16, 2007

Subject:		Consent			
Motion To:		Approve			
Motion By:		Jordan			
Seconded:		Ferrell			
Passed Res. 05-07	**Jordan**	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Mayor Coody				

8-0

Subject:		Amend Chapter 174 & Chapter 153; Signs			
Motion To:		2nd read	Amend as per Ordinance Review Committee	Amend to 60 days before election for political Signs.	
Motion By:		Thiel	Thiel	Ferrell	
Seconded:		Lucas	Lucas	Lucas	
B. 1. Unfinished	**Jordan**	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Mayor Coody				
		8-0	8-0	8-0	

City Council Meeting January 16, 2007

Subject:		Amend Chapter 174 & Chapter 153; Signs			
Motion To:		3rd read	Pass		
Motion By:		Thiel			
Seconded:		Rhoads			
B.1. Unfinished	**Jordan**	✓	✓		
	Gray	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Allen	✓	✓		
passed	**Rhoads**	✓	✓		
	Ferrell	N	N		
	Lucas	✓	✓		
4972	**Mayor Coody**				
		7-1	7-1		

Subject:		Amend Chapter 159; Road Impact Fees			
Motion To:		2nd read		Amend to include	
Motion By:		Jordan		Section 3 & other changes Jordan	
Seconded:		Lucas		Cook	
B.2. Unfinished	**Jordan**	✓		✓	
	Gray	✓		✓	
	Thiel	✓		✓	
	Cook	✓		✓	
	Allen	✓		✓	
	Rhoads	✓		✓	
	Ferrell	✓		✓	
	Lucas	✓		✓	
	Mayor Coody				
		8-0		8-0	

City Council Meeting January 16, 2007

Subject:		Amend Chapter 159; Road Impact Fees			
Motion To:		3rd read	Pass		
Motion By:		Jordan			
Seconded:		Cook			
B.2. Unfinished passed 4973	**Jordan**	✓	✓		
	Gray	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Allen	✓	✓		
	Rhoads	✓	✓		
	Ferrell	✓	✓		
	Lucas	✓	✓		
	Mayor Coody				
		8-0	8-0		

Subject:		RZN-06-2344 Dunnerstock and Windsor			
Motion To:		3rd read	Pass		
Motion By:		Lucas			
Seconded:		Cook			
B.3. Unfinished passed 4974	**Jordan**	absent during the vote	✓		
	Gray	✓	✓		
	Thiel	absent during the vote.	Absent during the vote.		
	Cook	✓	✓		
	Allen	✓	✓		
	Rhoads	✓	✓		
	Ferrell	✓	✓		
	Lucas	✓	✓		
	Mayor Coody				
		6-0	7-0		

City Council Meeting January 16, 2007

Subject:		Amend Chapter 159, Fees			
Motion To:		Amend to include Road Impact Fees			
Motion By:		Jordan			
Seconded:		Cook			
C.I. New Business	**Jordan**	✓			
	Gray	✓			
	Thiel	absent during the vote			
	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Mayor Coody				
		7-0			

Subject:		Amend Chapter 159, Fees.			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Ferrell	Ferrell		
C.I. New Business Passed 4975	**Jordan**	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	absent during the vote	absent during the vote	absent during the vote.	
	Ferrell	✓	✓	✓	
	Lucas	absent during the vote	✓	✓	
	Mayor Coody				
		6-0	7-0	7-0	

City Council Meeting January 16, 2007

Subject:		Farmington Annexation Public Hearing Date			
Motion To:		Tabled Indef.			
Motion By:		Jordan			
Seconded:		Lucas			
C.2. New Business Tabled Indef.	**Jordan**	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Mayor Coody				

8-0

Subject:		GIS Data Contract			
Motion To:		Add to Agenda		Approve	
Motion By:		Rhoads		Thiel	
Seconded:		Ferrell		Lucas	
Added to the Agenda passed 06-07	**Jordan**	✓		✓	
	Gray	✓		✓	
	Thiel	✓		✓	
	Cook	✓		✓	
	Allen	✓		✓	
	Rhoads	✓		✓	
	Ferrell	✓		✓	
	Lucas	✓		✓	
	Mayor Coody				

8-0 8-0

City Council Meeting January 16, 2007

Subject:		Amend Ordinance # 4766 - Zion Gardens			
Motion To:		Add to the Agenda			
Motion By:		Ferrell			
Seconded:		Rhoads			
Added to the Agenda	**Jordan**	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Mayor Coody				
		8-0			

Subject:		Amend Ordinance # 4766 - Zion Gardens			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Jordan	Jordan		
Passed	**Jordan**	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
4976	**Mayor Coody**				
		8-0	8-0	8-0	

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
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D. INFORMATIONAL:

2007 Community Development Block Grant Action Plan Report

City Council Tour: None

Martin Luther King, Jr. Holiday – January 15, 2007 – City offices will be closed.

PERFORMANCE BOND

This Performance Bond executed on the 29th day of December, 2006, by Meadows Enterprises, Inc. ("Meadows") to the City of Fayetteville, Arkansas (the "City").

WHEREAS, Meadows is the owner and developer of Stonebridge Meadows, Phase 5, a subdivision located in the City of Fayetteville, Arkansas; and,

WHEREAS, as a condition for approval of the final plat for Stonebridge Meadows, Phase 5, the Fayetteville Planning Commission has required that Meadows pay to the City the sum of $36,668.92 as the developer's proportionate share of the cost of constructing improvements to Dead Horse Mountain Road bridge (the "off-site improvements"); and,

WHEREAS, construction of the off-site improvements is to begin at a future date not yet determined; and,

WHEREAS, Section 158.05(B) of the Fayetteville Code of Ordinances provides that (a) the developer may, with the approval of the City Council, guarantee payment of the developer's proportionate share of the cost of off-site improvements as determined by the Planning Commission by executing a performance bond in a form approved by the City Attorney, and (b) performance bonds shall obligate the landowner to pay to the City the amount determined by the Planning Commission within 10 days from receipt of written notice from the City.

NOW, THEREFORE, Meadows Enterprises, Inc. hereby covenants to pay $36,666.92 to the City of Fayetteville within 10 days from receipt of written notice from the City. This Performance Bond shall be secured by a $36,666.92 irrevocable bank letter of credit, in form and substance approved by the City Attorney, to be drawn upon by the City of Fayetteville if Meadows does not pay $36,666.92 in full to the City within 10 days from receipt of written notice form the City. Said notice shall be sent to Meadows Enterprises, Inc., c/o William N. Meadows, President, 3495 E. Goff Farm Road, Fayetteville, AR 72701.

This Performance Bond executed on the date first above written.

MEADOWS ENTERPRISES, INC.

By: William N. Meadows
William N. Meadows, President

Witness:

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

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

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **City Council**

FROM: **Kit Williams**, City Attorney

DATE: **January 10, 2007**

RE: **Sign Ordinance Revisions by Ordinance Review Committee**

Attached is the Sign Ordinance incorporating the changes recommended by the Ordinance Review Committee. All changes are in **bold**. The changes are as follows:

(1) §174.03(J)(1)(b): Nonresidential zones may have one large campaign sign per 100 feet of street frontage instead of only one per parcel.

(2) §174.03(J)(3)(a): Only 20' rather than 40' is required from the street right of way **or** the banner may be placed on the building's façade. The nonprofit or government entity may display the banners for **6** two week periods (almost a quarter of the year), rather than only twice.

(3) §174.03 (J)(3)(b): U of A campus added to Downtown Master Plan area for event locations. "Timely requests" added to qualified requests for use of the cross street banners to give administrators authority to reserve time periods for banner display for a reasonable period of time before the installation of the cross street banners.

If these changes are satisfactory, please move to amend Exhibit A to the enacting Ordinance to conform with the attached document.

Changes in BOLD

TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 174: SIGNS

174.01 GENERAL REGULATIONS 3
174.02 PERMIT APPLICATION/ISSUANCE 3
174.03 EXEMPTIONS 4
174.04 SIGN IDENTIFICATION 6
174.05 SIGN REMOVAL 6
174.06 NONCOMMERCIAL SIGNS 6
174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY 6
174.08 PROHIBITED SIGNS 7
174.09 SIGN ILLUMINATION 8
174.10 ON-SITE FREESTANDING SIGNS 8
174.11 PROJECTING SIGNS 10
174.12 WALL SIGNS 10
174.13-174.99 RESERVED 11

Changes in BOLD

pages 4 & 5 only

EXHIBIT "A"
TITLE XV UNIFIED DEVELOPMENT CODE

CHAPTER 174: SIGNS

174.01 General Regulations

(A) *Permit required.* It shall be unlawful for any person to erect, repair, alter, relocate or keep within the city any sign or other advertising structure except as exempted herein without first obtaining a sign permit from the Zoning and Development Administrator or designee.

(B) *Illuminated signs.* All illuminated signs shall, in addition, be subject to the provisions of the electrical code, and the permit fees required thereunder.

(C) *Fees.* Every applicant, before being granted a permit hereunder, shall pay to the Zoning and Development Administrator s Office the permit fee set forth in Chapter 159.

(D) *Maintenance of premises.* All freestanding signs and the premises surrounding the same shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish and weeds.

(Code 1965, 17B-3(a), (c), (e), 4(b); Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 2790, 1-18-82; Code 1991, 158.05, 158.20, 158.22, 158.24, 158.38; Ord. No.3925, 4, 10-3-95; Ord. No. 4100, 2 (Ex. A), 6-16-98)

174.02 Permit Application/Issuance

(A) *Application.* Applications for initial sign permits shall be made upon forms provided by the Zoning and Development Administrator and shall contain or have attached thereto the following information:

(1) *Applicant identification.* Name, address and telephone number of the applicant.

(2) *Location.* Location of building, structure, or lot to which or upon which the sign or other advertising structure is to be attached or erected.

(3) *Position.* Position of the sign or other advertising structure in relation to nearby buildings or structures.

(4) *Blueprints/drawings.* Two blueprints or ink drawings of the plans and specifications and method of construction and attachment to the building or in the ground.

(5) *Person erecting structure.* Name of person, firm, corporation, or association erecting structure.

(6) *Consent of owner.* Written consent of the owner of the building, structure, or land to which or on which the structure is to be erected.

(7) *Electrical permit.* Any electrical permit required and issued for said sign. Application requesting electrical permit for proposed sign must accompany sign application.

(8) *Full Compliance With Applicable Code Provisions.* If the proposed sign is subject to the provisions of the Commercial Design Standards (166.14), Design Overlay District (161.21), Certificate of Zoning Compliance or other code provisions, the applicant must show full compliance with all applicable code provisions, including necessary approvals by responsible bodies such as the Planning Commission.

(B) *Issuance of sign permit.* It shall be the duty of the Zoning and Development Administrator or designee, upon the filing of an application for an erection permit, to examine such plans and specifications and other data and the premises upon which it is proposed to erect the sign or other advertising structure, and if it shall appear that the proposed structure and sign are in full compliance with all the requirements of this chapter and all other laws and ordinances of the city, he shall within five business days issue the sign permit. If the Zoning and Development Administrator or designee fails to reject a completed sign application (that purports to show full compliance with all code requirements) within ten business days of its submission by written explanation of why such application fails to meet all code requirements, the sign application shall be deemed approved and a sign permit shall be immediately issued to the applicant. If the work authorized under a sign permit has not been completed within six (6) months after date of issuance, the said permit shall become null and void.

(C) *Appeals of Sign Permit Denials.* All decisions and interpretations of the Zoning and Development Administrator under this Chapter shall be considered final administrative actions for the purpose of the appeals set forth at 155.01.

(Ord. No. 1965, 17B 3(b), (d); Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Code 1991, 158.21; 158.23; Ord. No. 4100, 2 (Ex. A), 6-16-98; Ord. 4652, 12-07-04)

174.03 Exemptions

Exemptions shall not be construed as relieving the owner of such signs from the responsibility of complying with certain applicable provisions of this chapter. The exemptions shall apply to the requirement for a sign permit. No sign permit shall be required for the erection of the following signs which are hereby authorized to be erected in compliance with the listed conditions:

(A) *Professional name plates.* Professional name plates erected flat on walls of building and not exceeding four (4) square feet of display surface area.

(B) *Building construction signs.* One on-site building construction sign on each construction site in any zoning district, provided that maximum display surface area shall be eight (8) square feet or less in R zoning districts: 32 square feet or less in other zoning districts.

(C) *Real estate signs.* On a lot in any district, there may be erected one on-site unanimated real estate sign while the lot is for sale. Provided further, such signs shall be limited to wall signs, freestanding signs or platform signs; and freestanding signs or platform signs shall be set back a minimum of 10 feet from the street. Real Estate signs shall be removed within 72 hours following the closing (sale) of the property on which it is located. The permitted illumination and maximum display surface area for a real estate sign shall be as follows:

District	Permitted Illumination	Area (Sq. Ft.)
RA	Nonilluminated	32
R, R-O	Nonilluminated	8
P-1, C and I	Illuminated	32

(D) *Home occupation signs.* Home occupation signs erected flat against the wall and not exceeding three (3) square feet.

(E) *Memorial signs, name signs.* Memorial signs or tables, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.

(F) *Traffic signs, etc.* Traffic or other municipal signs, legal notices, railroad crossing signs, danger, and such temporary, emergency or nonadvertising signs as may be approved by the City Council.

(G) *Posting bills, repainting signs.* Posting of bills on signs, repainting of signs, or the changing of letters or numbers on signs designed for changeable lettering or numbering which were legally erected and maintained for such purposes.

(H) *Non-Commercial Signs.* Non-Commercial signs that do not advertise a product or service for profit or for a business purpose, do not propose a commercial transaction nor relate primarily to economic interests are permitted to be placed on private property in any zoned district subject to the following conditions:

(1) *Districts where signs not otherwise permitted.* In districts where signs are not otherwise permitted, one political or religious non-commercial sign may be erected subject to the same limitations of real estate signs.

(2) *Districts where signs are permitted.* In districts where signs are otherwise permitted, non-commercial signs may be placed over or substituted for the permitted commercial sign.

(I) *Time and temperature displays.* Time and temperature displays without advertising matter, may change their illuminated time and temperature displays as often as reasonably necessary to provide accurate and convenient information to observers without being considered to be in violation of 174.08 B. Fluctuating Illumination.

(J) *Banners.* Public event, special sales event, and election campaign banners (not to exceed 3′ x 30′) and large election campaign signs (not to exceed 32 square feet) may be installed under the following terms and conditions:

(1) *Election campaign banners and large signs.*

(a) *Residential zones including Neighborhood Conservation, R-O, R-A and R-PZD.* In addition to the non-commercial sign allowed in subsection (H), the owner of a residentially zoned parcel may install one large election campaign sign of up to 32 square feet no more than three weeks prior to (and to be removed within three days following) the election to which the sign applies.

(b) *All other zones.* The owner of a parcel may install one election campaign sign of up to 32 square feet no more than three weeks prior to (and to be removed within three days following) the election to which the sign applies. **If the parcel has more than 100 feet of frontage on a street, the owner may install one large**

EXHIBIT "A"
TITLE XV UNIFIED DEVELOPMENT CODE

campaign sign per hundred feet of frontage and may substitute and install an election campaign banner for an allowed special sales event banner no more than two weeks prior to (and to be removed within three days following) the election to which the banner applies.

(2) *Special sales event banner.* In Commercial, Downtown Core, Downtown General, Main Street Central, and C-PZD zones, a commercial retail business may advertise a special sales event by installing a special sales event banner on its property at least 40′ from the street right of way and no higher than 30′ above street level for a total display time of no more than ten days, no more than one time a year.

(3) *Public event banners.* Nonprofit organizations and government entities may install public event banners under the following conditions:

(a) In order to notify or invite the public to attend a public festival or event sponsored by the nonprofit organization or government entity, this organization may install a public event banner (that may not contain advertising or commercial logos) on its property at least **20′** from the street right of way **or on the building's facade** and no more than 30′ above the street for a total display time of no more than fourteen days **six times** a year.

(b) In order to notify or invite the public to attend a public festival or event within the Downtown Master Plan area **or the University of Arkansas campus** sponsored by the nonprofit organization or government entity, that organization may pay the costs of the City to install one or two cross street public event banners (with no advertising or commercial logos) at Dickson and Block and/or Dickson and Arkansas for no more than fourteen days once a year. When more than one nonprofit organization or government entity would qualify **and timely requests** to pay for the installation of cross street banners during the same period, the number of cross street banners for each organization may be reduced to one and/or the length of display may be shortened to one week so that each qualified applicant is treated equally.

(K) *Signs located in buildings.* Any sign located within a building that is not visible to the public outside said building is exempt from all regulations in this chapter.

(L) *Signs on windows.* Signs painted on or affixed to glass surfaces of windows or doors and pertaining to the lawful business conducted therein are exempt from the permit requirement, but are considered a wall sign to determine allowable square footage. No signs affixed to a window and visible outside shall flash or fluctuate illumination.

(M) *Directional identification and informational signs.* Directional, identification, and informational signs; provided such signs shall be limited to wall and freestanding signs with a maximum of four (4) square feet of display surface area. Notwithstanding the restrictions on the location and number of freestanding signs prescribed by §174.10, one freestanding sign not exceeding four (4) square feet in display surface area shall be permitted at each entrance or exit on a lot or parcel to identify such entrance or exit and to encourage the use of motor vehicle seatbelts, subject to the following restrictions.

(1) *Traffic hazard.* No such sign shall be erected which would create a traffic hazard.

(2) *Seat belt sign.* Any words or symbols encouraging the use of seatbelts shall face the interior of the lot or parcel on which the sign is located and shall not face the street.

(3) *Advertising.* No advertising or commercial logos may be incorporated into the sign.

(N) *Collection boxes.* Collection boxes for charitable or nonprofit organizations containing no commercial advertising and located on private property in any Commercial or Industrial zoning districts.

(O) *Subdivision signs.* In any district, one temporary subdivision identification sign indirectly illuminated, not to exceed 50 square feet in area per surface may be erected at any principal entrance to a subdivision, provided that in no event shall such sign remain for more than six (6) months within 50 feet of a dwelling in a R district occupied as a dwelling.

(P) *Freestanding bulletin boards.* A freestanding bulletin board shall be set back a minimum of 15 feet from street right-of-way; and any bulletin board having a display surface area in excess of 10 square feet shall be set back from street right-of-way an additional one (1) foot for each two (2) square feet of display surface area in excess of

EXHIBIT "A"
TITLE XV UNIFIED DEVELOPMENT CODE

CHAPTER 174: SIGNS

174.01 General Regulations

(A) *Permit required.* It shall be unlawful for any person to erect, repair, alter, relocate or keep within the city any sign or other advertising structure except as exempted herein without first obtaining a sign permit from the Zoning and Development Administrator or designee.

(B) *Illuminated signs.* All illuminated signs shall, in addition, be subject to the provisions of the electrical code, and the permit fees required thereunder.

(C) *Fees.* Every applicant, before being granted a permit hereunder, shall pay to the Zoning and Development Administrator s Office the permit fee set forth in Chapter 159.

(D) *Maintenance of premises.* All freestanding signs and the premises surrounding the same shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish and weeds.

(Code 1965, 17B-3(a), (c), (e), 4(b); Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 2790, 1-18-82; Code 1991, 158.05, 158.20, 158.22, 158.24, 158.38; Ord. No.3925, 4, 10-3-95; Ord. No. 4100, 2 (Ex. A), 6-16-98)

174.02 Permit Application/Issuance

(A) *Application.* Applications for initial sign permits shall be made upon forms provided by the Zoning and Development Administrator and shall contain or have attached thereto the following information:

(1) *Applicant identification.* Name, address and telephone number of the applicant.

(2) *Location.* Location of building, structure, or lot to which or upon which the sign or other advertising structure is to be attached or erected.

(3) *Position.* Position of the sign or other advertising structure in relation to nearby buildings or structures.

(4) *Blueprints/drawings.* Two blueprints or ink drawings of the plans and specifications and method of construction and attachment to the building or in the ground.

(5) *Person erecting structure.* Name of person, firm, corporation, or association erecting structure.

(6) *Consent of owner.* Written consent of the owner of the building, structure, or land to which or on which the structure is to be erected.

(7) *Electrical permit.* Any electrical permit required and issued for said sign. Application requesting electrical permit for proposed sign must accompany sign application.

(8) *Full Compliance With Applicable Code Provisions.* If the proposed sign is subject to the provisions of the Commercial Design Standards (166.14), Design Overlay District (161.21), Certificate of Zoning Compliance or other code provisions, the applicant must show full compliance with all applicable code provisions, including necessary approvals by responsible bodies such as the Planning Commission.

(B) *Issuance of sign permit.* It shall be the duty of the Zoning and Development Administrator or designee, upon the filing of an application for an erection permit, to examine such plans and specifications and other data and the premises upon which it is proposed to erect the sign or other advertising structure, and if it shall appear that the proposed structure and sign are in full compliance with all the requirements of this chapter and all other laws and ordinances of the city, he shall within five business days issue the sign permit. If the Zoning and Development Administrator or designee fails to reject a completed sign application (that purports to show full compliance with all code requirements) within ten business days of its submission by written explanation of why such application fails to meet all code requirements, the sign application shall be deemed approved and a sign permit shall be immediately issued to the applicant. If the work authorized under a sign permit has not been completed within six (6) months after date of issuance, the said permit shall become null and void.

(C) *Appeals of Sign Permit Denials.* All decisions and interpretations of the Zoning and Development Administrator under this Chapter shall be considered final administrative actions for the purpose of the appeals set forth at 155.01.

(Ord. No. 1965, 17B 3(b), (d); Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Code 1991, 158.21; 158.23; Ord. No. 4100, 2 (Ex. A), 6-16-98; Ord. 4652, 12-07-04)

10 square feet. Bulletin boards may not be electronic message boards.

(Q) *Fuel price informational signs.* In any district, signs advertising the price of motor vehicle fuel sold from a fuel pump located on the premises shall be permitted, subject to the following conditions:

(1) *Price.* Only one fuel price informational sign shall be permitted per fuel pump.

(2) *Size.* Fuel price informational signs shall be limited in size to an area of 216 square inches.

(3) *Stationary.* Each fuel price informational sign shall be affixed directly and firmly to a fuel pump and shall be stationary.

(4) *Other locations.* Nothing herein shall be construed as to prohibit the advertisement of fuel prices on any other sign meeting the requirements of this chapter.

(5) *Sign faces.* Only one two-faced, or two one-faced, self service/full service signs not exceeding four (4) square feet in display surface area shall be permitted at each pump island.

(R) *Fences and scoreboards in city parks.* Signs may be permitted on baseball/softball fences and scoreboards in city parks as provided for in 97.088(B).

(Code 1965, 17B-6; Ord. No. 1893, 12-19-72; Ord. No. 3294, 9-15-87; Ord. No. 3307, 10-20-87; Ord. No. 3313, 11-17-87; Code 1991, 158.08; Ord. No. 4100, 2 (Ex. A), 6-16-98)

174.04 Sign Identification

Every sign or other advertising structure hereafter registered shall show the sign permit number in a conspicuous place thereon which is visible to the inspector and is readable by the inspector from the ground.

(Code 1965, 17B-6; Ord. No. 1893, 12-19-72; Ord. No. 3294, 9-15-97; Ord. No. 3307, 10-20-87; Ord. No. 3313, 11-17-87; Code 1991, 158.08; Ord. No. 4100, 2 (Ex. A), 6-16-98)

174.05 Sign Removal

In the event a business ceases operation for a period of time in excess of 60 days, the sign permit holder or the property owner shall immediately remove any sign identifying or advertising said business or any product sold thereby and any non-conforming sign supporting structure. A conforming sign supporting structure need not be removed unless a determination is made by the Zoning and Development Administrator that the unoccupied sign structure is a traffic hazard or a substantial detriment to nearby businesses or residents such that the structure's removal is necessary to end a public nuisance.

(Code 1965, 17B-4A; Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298; 10-6-87; Code 1991, 158.35; Ord. No. 4100, 2 (Ex. A), 6-16-98)

Cross reference(s)--Enforcement, Ch. 153.

174.06 Noncommercial Signs

Anywhere a commercial sign is permitted by this code, a noncommercial sign may be placed on or substituted for such sign.

(Code 1965, 17B-5; Ord. No. 1893, 12-19-72; Ord. No. 2109, 6-3-75; Ord. No. 2255, 7-20-76; Code 1991, 158.07; Ord. No. 4100, 2 (Ex. A), 6-16-98)

174.07 Placing Signs On Public And Private Property

(A) *Placing signs on public property.*

(1) *Agencies of government.* No signs other than signs placed by agencies of government shall be erected on any public property; provided, directional signs may be erected upon the city's street name signposts, or upon traffic signposts under the following conditions:

(a) *Public facility/ out-of-town patrons.* The signs direct the reader to the location of a public facility attended principally by out-of-town patrons, to a facility operated by a nonprofit entity and attended principally by out-of-town patrons, to a facility relating to the public health, safety, or welfare, or to scenic or historic trails;

(b) *Traffic Division.* The signs are fabricated, erected and maintained by the city Transportation Division;

(c) *Cost.* The entire cost of the signs is borne by the entity requesting the signs;

(d) *Installation.* The signs are installed at locations where they would not constitute a traffic hazard.

(e) *Traffic control devices.* The signs conform to the manual on uniform traffic-control devices; and

(f) *Directional signals.* The maximum number of directional signs permitted under this section shall be seven (7) for each entity; provided, the limitation provided hereby shall not apply to signs

directing the reader to scenic or historic trails.

(2) *Nonprofit organizations.* Nonprofit organizations shall be allowed to place temporary signs of a noncommercial nature on public property for the purpose of directing the general public to the location of an event or activity which promotes the general public welfare. The placement of such temporary signs shall be subject to the following conditions:

(a) *Display surface area.* The maximum display surface area of each sign shall not exceed fifteen (15) square feet;

(b) *Number of signs.* No more than three (3) signs directing the general public to such an event or activity shall be placed on public property at the same time by one such organization;

(c) *Organization name.* Each such sign shall identify the nonprofit organization by name;

(d) *Temporary sign.* No such temporary sign shall be placed on public property for more than five (5) successive days;

(e) *Location/approval.* The location of each such sign shall be approved by the Planning and Zoning Administration or designee to ensure that the signs will not constitute a traffic hazard;

(f) *Permit/number of signs.* The organization applies for, and is issued, a sign permit; one permit may authorize installation of up to three (3) signs pursuant to the provisions of this division; and

(g) *Temporary signs.* No such organization shall install, or be issued a permit to install a temporary sign on public property pursuant to the provisions of this division more often than six (6) times within a 12-month period.

(3) Small banners on certain city light poles. The City may prepare and install banners not exceeding seven square feet on city light poles specially designed and constructed for such banners within the boundaries of the Downtown Master Plan Area. These small banners may include the name of the commercial or noncommercial enterprise sponsoring the banner, but shall contain no advertising or slogans of the sponsor.

(4) *Informational kiosks.* Informational kiosks with a map of the Downtown Master Plan Area may be placed within city right-of-way by the City. The kiosks shall contain only a map and/or description of the Downtown Entertainment Zone, public buildings and facilities, parking areas, and entertainment facilities within or near this zone.

(5) *Cross Street Banners.* Cross Street Banners may be installed pursuant to §174.03 (J)(3)(b).

(Code 1965, 17B-7(c); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87; Code 1991, 159.37; Ord. No. 3677, 1, 3-2-93; Ord. No. 4100, 2 (Ex. A), 6-16-98; Ord. No. 4622, 9-21-04)

174.08 Prohibited Signs

(A) *Spot lights and beacons.* It shall be unlawful for any person to continue in operation or erect any attraction device or sign which contains a beacon of any type and/or contains a spot light providing direct illumination to the public.

(B) *Fluctuating illumination.* It shall be unlawful for any person to erect additional attraction devices or signs or to continue in operation an attraction device or sign which flashes, blinks, or is animated. Illumination of attraction devices or signs located in the city that fluctuates in light intensity shall be prohibited. Electronic message boards using flashing, intermittent or moving light or lights are prohibited, provided, however, that electronic message boards displaying only time and/or temperature for periods of not less than 30 seconds are permitted. Electronic message boards may change their message every three hours without violating the prohibition of flashing or blinking.

(C) *Portable swinger or temporary attraction sign boards.* It shall be unlawful for any person to continue to display or erect any portable swinger, "A" frame, sandwich, or temporary attraction sign board in the city.

(D) *Revolving, rotating, or moving signs.* It shall be unlawful for any person to erect or to continue using any sign on the exterior of which revolves, rotates or otherwise moves, in whole or part.

(E) *Windblown signs.* It shall be unlawful for any person to display any windblown sign; provided, windblown signs may be displayed on a lot, at a shopping center, or at a mall one time per year for a period not to exceed 72 hours if a temporary sign permit is first obtained from the Planning Division upon payment of the appropriate fee; provided further, one company flag shall be permitted to be flown in conjunction with the

United States Flag or Arkansas Flag or both on a lot, at a shopping center, or mall.

(F) *Signs that constitute a traffic hazard.* No sign or other advertising structure as regulated by this chapter shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision; or at any location where, by reason of the wording, position, shape, or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device.

(G) *Use of vehicle as sign.* It shall be unlawful to use a vehicle or a trailer as a sign in circumvention of this chapter.

(H) *Off-Site Signs.* It shall be unlawful to erect any off-site sign.

(I) *Roof Signs.* Roof signs shall not be permitted.

(J) *Placing signs on private property.* No signs shall be placed on any private property without the consent of the owner thereof.

(K) *Placing signs on trees.* No signs shall be placed or painted on any tree within the city's right-of-way or property.

(L) Placing signs on utility poles. No signs shall be placed on any utility pole except for utility identification or similar purposes.

Cross reference(s)--Variance, Ch. 156, Appeals, Ch. 155.

(Code 1965, 17B-7(b), (e)--(k); 17B-8; Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87; Code 1991, 158.38, 158.36, 158-39-158.46; Ord. No. 4100, 2 (Ex. A), 6-16-98)

174.09 Sign Illumination

Direct illumination by incandescent light bulbs shall be restricted to light bulbs rated at 150 watts or less.

(Code 1965, 17B-7(d); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87; Code 1991, 158.38; Ord. No. 4100, 2 (Ex. A), 6-16-98)

174.10 On-Site Freestanding Signs

It shall be unlawful to erect any freestanding sign which total height is greater than 30 feet above the level of the street upon which the sign faces. For any sign located closer to street right-of-way than 40 feet, the maximum height shall be reduced one-half (1/2) foot for each foot of setback less than 40 feet. On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

(A) *R-A District.*

(1) *Number of signs.* Only one on-site freestanding sign shall be permitted on a lot or at a business operating on two or more adjoining lots.

(2) *Display surface area.* Display surface area shall not exceed 16 square feet.

(3) *Illumination.* Sign may be illuminated by indirect illumination only.

(4) *Setback from right-of-way.* Sign shall be setback 35 feet from existing street right-of-way and 25 feet from any R or R-O District.

(B) *RSF, RT and Neighborhood Commercial Districts.* Except pursuant to 174.03 (C), (H) and (J), freestanding signs shall be prohibited and no freestanding signs shall be erected in RSF, RT and Neighborhood Commercial Districts of the City.

(C) *R-O and RMF Districts.* One freestanding sign shall be permitted on a lot or parcel zoned RMF or R-O subject to the following restrictions:

(1) *Display surface area.* The maximum display surface area shall not exceed four (4) square feet;

(2) *Setback from right-of-way.* The sign shall be setback a minimum of 15 feet from street right-of-way.

(3) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.

(4) *Setback from R District.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.

(5) *Illumination.* The sign shall be illuminated by indirect illumination only.

(6) In lieu of the above freestanding sign, one freestanding bulletin board of up to ten square feet may be installed in an RMF district pursuant to the above requirements and §174.03 (P).

(D) *C Districts.*

(1) *Number of signs.* Only one on-site freestanding signs shall be permitted on a lot, at a shopping center, or at a mall; provided only one on-site freestanding sign shall be permitted for any business operating on two or more adjoining lots.

(2) *Freestanding signs.* Freestanding signs shall be subject to the following:

EXHIBIT "A"
TITLE XV UNIFIED DEVELOPMENT CODE

(a) *Display surface area.* Display surface area shall not exceed 10 square feet; provided, the display surface area may be increased two (2) square feet for each one (1) foot the sign is setback from street right-of-way beyond 15 feet, provided further, the maximum display surface area for a sign which is setback from street right-of-way 40 feet or more shall be 75 square feet.

(b) *Setback from right-of-way.* Setback shall be a minimum of 15 feet from street right-of-way.

(c) *Setback from adjoining property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(3) *Joint identification sign.* The display surface area of joint identification signs may be increased to one square foot per 500 square feet of gross leaseable building area over 37,500 square feet located, as approved by the Planning Division, at no more than two (2) remote entrance locations. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:

(a) *R Districts.* Prohibited.

(b) *R-O District.* Monument sign permitted with a maximum display surface area of 32 square feet.

(c) *C and I Districts.* Display surface shall not exceed 300 square feet.

(d) *Size limitation for freestanding sign if business displayed on joint indentification sign.* If a business name or logo is placed upon a joint identification sign, that business's freestanding sign may not exceed 32 square feet.

(E) *I Districts.*

(1) *Number of signs.* Only one on-site freestanding sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one on-site freestanding sign shall be permitted for any business operating on two or more adjoining lots.

(2) *Freestanding signs.* Freestanding signs shall be subject to the following:

(a) *Display surface area.* Display surface area shall not exceed 10 square feet; provided, the display surface area may be increased two square feet for each one foot the sign is setback from street right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which setback from street right-of-way 40 feet or more shall be 75 square feet.

(b) *Setback from right-of-way.* Setback shall be a minimum of 15 feet from street right-of-way.

(c) *Setback from Adjoining property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(F) *P Districts.* One Freestanding sign or bulletin board may be erected.

(G) *Area signs.*

(1) *Size/location.* The size and location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, who will approve such structure upon the criterion of traffic safety sight lines.

(a) Areas with more than one entrance may not have a sign at more than two locations.

(b) An area sign with display on one side located on each side of an entrance street may be substituted for a single sign with display on both sides.

(2) *Display surface area.*

(a) *A, P, R, and R-O Districts.* Display area shall not exceed 32 square feet.

(b) *C and I Districts.* Display area shall not exceed 75 square feet.

(H) *Monument signs.* A monument sign shall be set back a minimum of 10 feet from the street right-of-way, 25 feet from adjoining property, and may be substituted for a freestanding sign permitted by §174.10., provided the display surface area meets the following:

(1) *Neighborhood Conservation and RSF Districts.* Prohibited on individual lots.

(2) *Other residential districts.* The display surface shall not exceed 16 square feet.

(3) *R-A and P Districts.* The display surface area shall not exceed 32 square feet.

(4) *C and I Districts.* The display surface area shall not exceed the maximum permitted by §174.10.

(Code 1965, 17B-9; Ord. No. 1893, 12-19-72; Ord. No. 3008, 5-1-84; Ord. No. 3029, 8-21-84; Ord. No. 3294, 9-15-87; Code 1991, 158.47; Ord. No. 4100, 2 (Ex. A), 6-16-98); Ord. No. 4226, 2-15-00)

174.11 Projecting Signs

(A) *Sidewalks.* It shall be unlawful to erect any projecting sign that projects from the wall of a building upon which it is erected a distance of more than two-thirds of the width of the sidewalk (in those instances where there is a sidewalk next to the building) or within two feet of street right-of-way (in those instances where there is no sidewalk next to the building); provided, no projecting sign shall project more than six (6) feet from the wall of the building upon which it is erected.

(B) *Location.* Projecting signs shall be located on the vertical surface of a building and shall not be higher than the eave or rafter line, whichever is higher. Projecting signs shall clear grade level below the sign by a minimum of eight (8) feet.

(C) *Display surface area.* The display surface area of a projecting sign shall not exceed 16 square feet. Only one (1) projecting sign per business shall be permitted and a projecting sign shall not be permitted on property which has a freestanding sign.

(D) *Off-site.* Off-site projecting signs shall be prohibited in all zoning districts.

(E) *On-site.* On-site projecting signs shall be prohibited in R-A, RSF, RT, RO and Neighborhood Conservation zoning districts.

(Code 1965, 17B-10; Ord. No. 1893, 12-19-72; Ord. No. 2255, 7-20-76; Code 1991, 158.48; Ord. No. 4100, 2 (Ex. A.), 6-16-98)

174.12 Wall Signs

(A) *Projection.*

(1) *General.* Wall signs shall not project more than 18 inches from the surface upon which they are mounted.

(2) *Mansard roof.* The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground.

(B) *Number of signs.*

(1) *Single tenant.* Where a building houses only one business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.

(2) *Multiple tenants.* Where a building houses more than one business, each business shall be entitled to one wall sign on the front fascade near the primary entrance to that business. If the business occupies a corner space, the business is also entitled to a wall sign on the side exterior wall adjoining its rented space and on the rear exterior wall if its interior rented space adjoins the rear exterior wall.

(C) *Display surface area.*

(1) *All signs.* The display surface area of all wall signs on any one wall shall not exceed 200 square feet or 20% of the area of the wall on which they are located, whichever is less.

(2) *Multiple tenants.* Where a building houses more than one business, the display surface area of the tenants' one allowable wall sign shall not exceed 200 square feet or 20% of the area of the tenant's individual wall space, whichever is less. Furthermore, in no case shall the display surface area of all wall signs on any one wall exceed 200 square feet or 20% of the total wall area, whichever is less.

(D) *Off-site wall signs.* Off-site wall signs shall be prohibited in all zoning districts.

(E) *Limitations in residential zoning districts.* In RMF and R-O zoning districts, the following limitations shall apply:

(1) *Number of signs.* Limit of one on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one on-site wall sign per business per building for each wall which faces an abutting street.

(2) *Display surface area.* Display surfaces shall not exceed 16 square feet.

(Code 1965, 17B-11; Ord. No. 1893, 12-19-72; Ord. No. 2309, 2-15-77; Ord. No. 3217, 10-21-86; Ord. No. 3294, 9-15-87; Code 1991, 158.49; Ord. No. 4100, 2 (Ex. A), 6-16-98)

Cross reference(s)--Boards and Commissions, Ch. 33, General Provisions, Ch. 150; Definitions, Ch. 151; Enforcement, Ch. 153; Appeals, Ch. 155; Variances, Ch. 156; Fees, Ch. 159.

EXHIBIT "A"
TITLE XV UNIFIED DEVELOPMENT CODE

(Ord. No. 4226, 2-15-00; Ord. No 4500, 7-01-03)

174.13-174.99 Reserved

Adopted Impact Fees - State of Arkansas

(without Fayetteville Road Impact Fee)

Single-Family Unit (3BR/2.00BA/1,800 sq ft/10,000 sq ft lot/rural density or 4 DUA and value of $200,000)

State	County	Jurisdiction	Updated	Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen.Govt	Schools	Other
AR	Benton	Bentonville	6/24/06	$4,750	$2,154		$1,457	$1,139		$898	$428	$762	$66			
AR	Benton	Lowell	6/20/06	$504	$504							$504				
AR	Faulkner	Conway	2/3/06	$1,698	$1,698	$1,039				$659						
AR	**Washington**	**Fayetteville**	**1/5/07**	**$2,534**	**$1,391**		**$308**	**$835**		**$960**		**$208**	**$223**			
AR	Garland	Hot Springs	1/5/07	$500	$0			$500								
		National Average		$8,980	$6,514	$2,337	$2,704	$2,603	$1,216	$2,111	$370	$371	$347	$961	$4,138	$1,766
		Sample Size		274	262	215	138	144	52	195	68	130	91	65	114	55

Multi-Family Unit per unit (2 bedroom/1,000 sq ft/unit, density of 12 DUA, $100,000 value, 2" meters (2 for irrigation) for 240 unit complex)

State	County	Jurisdiction		Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen.Govt	Schools	Other
AR	Benton	Bentonville		$1,976	$1,547		$319	$110		$644	$308	$548	$47			
AR	Benton	Lowell		$373	$373							$373				
AR	Faulkner	Conway		$1,218	$1,218	$771				$447						
AR	**Washington**	**Fayetteville**		**$1,804**	**$992**		**$219**	**$593**		**$680**		**$150**	**$162**			
AR	Garland	Hot Springs		$500	$0			$500								
		National Average		$5,629	$4,382	$1,593	$1,370	$1,541	$651	$1,616	$272	$291	$288	$748	$2,415	$1,413
		Sample Size		272	259	214	132	137	52	191	67	128	90	64	108	47

Retail per 1,000 sq. ft (100,000 sq. ft shopping center, 0.15 FAR, 3" meter)

State	County	Jurisdiction		Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen.Govt	Schools	Other
AR	Benton	Bentonville		$852	$520		$192	$140				$240	$280			
AR	Benton	Lowell		$455	$455							$455				
AR	Faulkner	Conway		$1,915	$1,915	$1,915										
AR	**Washington**	**Fayetteville**		**$1,245**	**$1,062**		**$49**	**$134**				**$457**	**$605**			
AR	Garland	Hot Springs		$500	$0			$500								
		National Average		$5,583	$5,670	$4,638	$598	$622	$814	$820	$340	$334	$477	$468	$333	$3,199
		Sample Size		254	226	205	123	126	51	26	3	123	86	63	9	43

Office per 1,000 sq. ft (100,000 sq. ft general office building, 0.45 FAR, 3" meter)

State	County	Jurisdiction		Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen.Govt	Schools	Other
AR	Benton	Bentonville		$772	$440		$192	$140				$360	$80			
AR	Benton	Lowell		$649	$649							$649				
AR	Faulkner	Conway		$1,280	$1,280	$1,280										
AR	**Washington**	**Fayetteville**		**$864**	**$681**		**$49**	**$134**				**$293**	**$388**			
AR	Garland	Hot Springs		$500	$0			$500								
		National Average		$3,688	$3,568	$2,688	$579	$547	$623	$838	$340	$282	$306	$426	$333	$2,172
		Sample Size		254	227	206	124	127	51	28	3	122	87	62	9	43

Industrial per 1,000 sq. ft (100,000 sq. ft building, 0.45 FAR, 3" meter)

State	County	Jurisdiction		Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen.Govt	Schools	Other
AR	Benton	Bentonville		$592	$260		$192	$140				$220	$40			
AR	Benton	Lowell		$420	$420							$420				
AR	Faulkner	Conway		$808	$808	$808										
AR	**Washington**	**Fayetteville**		**$611**	**$428**		**$49**	**$134**				**$184**	**$244**			
AR	Garland	Hot Springs		$500	$0			$500								
		National Average		$2,587	$2,394	$1,607	$565	$590	$785	$696	$289	$198	$166	$307	$333	$1,495
		Sample Size		256	227	205	122	125	51	24	4	123	88	62	9	46

Adopted Impact Fees - State of Arkansas

(with Fayetteville Road Impact Fee)

Single Family Unit (3BR, 2,000 sf, on 10,000 sqft lot at density of 4 DUA, ind value of $200,000)

State	County	Jurisdiction	Updated	Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen Govt	Schools	Other
AR	Benton	Bentonville	6/24/06	$4,750	$2,154		$1,457	$1,139		$898	$428	$762	$66			
AR	Benton	Lowell	6/20/06	$504	$504							$504				
AR	Faulkner	Conway	2/3/06	$1,698	$1,698	$1,039				$659						
AR	**Washington**	**Fayetteville**	**1/5/07**	**$5,943**	**$4,800**	**$3,409**	**$308**	**$835**		**$960**		**$208**	**$223**			
AR	Garland	Hot Springs	1/5/07	$500	$0			$500								
		National Average		$8,980	$6,514	$2,337	$2,704	$2,603	$1,216	$2,111	$370	$371	$347	$961	$4,138	$1,766
		Sample Size		274	262	215	138	144	52	195	68	130	91	65	114	55

Multi-Family Unit per unit (2 bedroom, 1,000 sqft unit) density of 12 DUA, $100,000 value, 3/4" meter (2 for irrigation) for 240 unit complex)

State	County	Jurisdiction		Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen Govt	Schools	Other
AR	Benton	Bentonville		$1,976	$1,547		$319	$110		$644	$308	$548	$47			
AR	Benton	Lowell		$373	$373							$373				
AR	Faulkner	Conway		$1,218	$1,218	$771				$447						
AR	**Washington**	**Fayetteville**		**$4,167**	**$3,355**	**$2,363**	**$219**	**$593**		**$680**		**$150**	**$162**			
AR	Garland	Hot Springs		$500	$0			$500								
		National Average		$5,629	$4,382	$1,593	$1,370	$1,541	$651	$1,616	$272	$291	$288	$748	$2,415	$1,413
		Sample Size		272	259	214	132	137	52	191	67	128	90	64	108	47

Retail per 1,000 sq ft (100,000 sq ft shopping center, 0.15 FAR, 3 meter)

State	County	Jurisdiction		Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen Govt	Schools	Other
AR	Benton	Bentonville		$852	$520		$192	$140				$240	$280			
AR	Benton	Lowell		$455	$455							$455				
AR	Faulkner	Conway		$1,915	$1,915	$1,915										
AR	**Washington**	**Fayetteville**		**$5,268**	**$5,085**	**$4,023**	**$49**	**$134**				**$457**	**$605**			
AR	Garland	Hot Springs		$500	$0			$500								
		National Average		$5,583	$5,670	$4,638	$598	$622	$814	$820	$340	$334	$477	$468	$333	$3,199
		Sample Size		254	226	205	123	126	51	26	3	123	86	63	9	43

Office per 1,000 sq ft (300,000 sq ft general office building, 0.25 FAR, 3 meter)

State	County	Jurisdiction		Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen Govt	Schools	Other
AR	Benton	Bentonville		$772	$440		$192	$140				$360	$80			
AR	Benton	Lowell		$649	$649							$649				
AR	Faulkner	Conway		$1,280	$1,280	$1,280										
AR	**Washington**	**Fayetteville**		**$3,565**	**$3,382**	**$2,701**	**$49**	**$134**				**$293**	**$388**			
AR	Garland	Hot Springs		$500	$0			$500								
		National Average		$3,688	$3,568	$2,688	$579	$547	$623	$838	$340	$282	$306	$426	$333	$2,172
		Sample Size		254	227	206	124	127	51	28	3	122	87	62	9	43

Industrial per 1,000 sq ft (100,000 sq ft building, 0.10 FAR, 3 meter)

State	County	Jurisdiction		Total	Non-Util	Roads	Water	Sewer	Drain	Parks	Library	Fire	Police	Gen Govt	Schools	Other
AR	Benton	Bentonville		$592	$260		$192	$140				$220	$40			
AR	Benton	Lowell		$420	$420							$420				
AR	Faulkner	Conway		$808	$808	$808										
AR	**Washington**	**Fayetteville**		**$2,964**	**$2,781**	**$2,353**	**$49**	**$134**				**$184**	**$244**			
AR	Garland	Hot Springs		$500	$0			$500								
		National Average		$2,587	$2,394	$1,607	$565	$590	$785	$696	$289	$198	$166	$307	$333	$1,495
		Sample Size		256	227	205	122	125	51	24	4	123	88	62	9	46

Fayetteville
ARKANSAS

City of Fayetteville

Capital Plan

STREET	LOCATION	PROPOSED IMPROVEMENTS	LENGTH (linear feet)	ESTIMATED BUDGET AMOUNT	EXISTING TRAFFIC CAPACITY	NEW TRAFFIC CAPACITY	FUNDING STATUS	STATE and/or FEDERAL FUNDING EXPECTED
Garland Ave	from I540 to Howard Nickell	Project includes widening to 5 lanes,	3,500	$3.66 million	16,000	32,000	Bond Program Projec	0
Mount Comfort Road	from Rupple to Alpine	Project includes widening of Mount	6,000	$6.235 million	16,000	32,000	Bond Program Projec	0
Rupple Road	from 6th St. to Persimmon,	Extension of Rupple Road as a 4-lane	7,500	$8.155 million	16,000	32,000	Bond Program Projec	0
Zion Road	from College Avenue to	Widening to 3 lanes	2,500	$2.54 million	16,000	20,000	Bond Program Projec	0
15th Street	from Happy Hollow to South	Widening to4/5 lanes, with curb and gutter	7,600	$5.515 million	16,000	32,000	Bond Program/State Funds	$3.3 million
Huntsville Rd	from Happy Hollow to	Widening to4/5 lanes, with curb and gutter	3,000	$2.807 million	16,000	32,000	Bond Program/State Funds	$1.7 million
Crossover Road	from Mission Blvd. to city limits	Widening to4/5 lanes, with curb and gutter	22,000	$15.4 million	20,000	32,000	Bond Program/State Funds	$7.7 million
Garland Ave	from North to Melmar	Widening to4/5 lanes, with curb and gutter	3,670	$6.7 million	16,000	32,000	Bond Program/State Funds	$1.5 million
Gregg/West Connection		Extension - 2 & 3 Lane C	2,500	$6.617 million	--	16,000	identified, but unfunded	
Garland	Drake to I-540	Widening - 5 Lane Minor	2,500	$1.9 million	16,000	32,000	identified, but unfunded	
Howard Nickell/Van Asche	Rupple to Garland	Widening - Principal Arte	11,500	$10.403 million	16,000	32,000	identified, but unfunded	
Huntsville	Stonebridge to Falcon	Widening - Minor Arteria	6,000	$7.87 million	16,000	32,000	identified, but unfunded	
Mall Avenue	Joyce to Mud Creek	Widening - 3 Lane Colle	1,500	$0.975 million	16,000	20,000	identified, but unfunded	
Old Wire Road	Mission to Crossover	Widening - 2 & 3 Lane C	14,000	$10.224 million	16,000	20,000	identified, but unfunded	
Rupple Road	Persimmon to Wedington	Widening - Minor Arteria	2,800	$1.708 million	16,000	32,000	identified, but unfunded	
Rupple Road	Wedington to Mt. Comfort	Widening - Principal Arte	5,500	$8.811 million	16,000	32,000	identified, but unfunded	
Rupple Road	Mt. Comfort to Howard Nickell	Widening/New -Principal	6,400	$4.798 million	16,000	32,000	identified, but unfunded	
Shiloh Drive	Cato Springs to Summerhouse Ln	Extension - Collector	3,500	$2.237 million	--	20,000	identified, but unfunded	
Shiloh Drive	Mt. Comfort to Wedington	Extension - Collector	2,750	$3.341 million	--	16,000	identified, but unfunded	
Van Asche	Gregg to Garland	New - Principal Arteria	5,000	$5.793 million	--	32,000	identified, but unfunded	
Zion Road Ph. II	Vantage to Crossover	Widening - 2/3 Lane Coll	5,000	$4.819 million	16,000	20,000	identified, but unfunded	

2007 Community Development Block Grant Action Plan

Administration (funding cap of 20%)		125,351
Housing Program		343,610
Public Services		
YouthCAN!	19,354	
Legal Aid of Arkansas	23,428	
Fayetteville Public Library	2,500	
LifeSource	8,606	
Life Styles	3,112	
(funding cap of 15%)		57,000
Redevelopment Program		
Code Compliance	37,283	
		37,283
Public Facilities		
Habitat for Humanity	90,000	
		90,000
TOTAL GRANT REQUEST		**653,244**

your CDBG dollars...
community *investments*

2002-2006
for the 5 past years
total **CDBG** *funding*

donald w. reynolds boys and girls club	87,372
economic opportunity agency	20,000
fayetteville headstart	14,100
fayetteville housing authority	102,898
fayetteville public library	44,072
habitat for humanity of washington county	332,408
northwest arkansas community college	33,025
seven hills	245,000
youthCAN!	53,977
housing rehabilitation: minor	310,000
housing rehabilitation: major	1,320,844
redevelopment program (established in 2004)	43,105
transportation program	140,000
evacuee assistance	38,152
yvonne richardson center	162,995

$ 2,947,948.00

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

City of Fayetteville Arkansas
City Council Meeting Minutes
December 19, 2006

A meeting of the Fayetteville City Council was held on December 19, 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, Allen, Rhoads, Ferrell, Lucas, Jordan, Mayor Dan Coody City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Cook

Pledge of Allegiance

Fayetteville Public Library Board of Trustees Recommendation

Mayor Coody recommended Don Marr be appointed to the Fayetteville Public Library Board of Trustees.

Nominating Committee Report

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

Alderman Thiel moved to approve the Nominating Committee Report. Alderman Jordan seconded the motion. Upon roll call the motion passed 7-0. Alderman Cook was absent.

Alderman Thiel moved to approve the Housing Authority's appointment of Mark Kinion to the Fayetteville Housing Authority and Mayor Coody's appointment of Don Marr to the Library Board of Trustees. Alderman Jordan seconded the motion. Upon roll call the motion passed 7-0. Alderman Cook was absent.

Alderman Thiel moved to add the Frank Sharp Conservation Easement to the Agenda and moved Item # 9 under New Business to Item # 1 under New Business. Alderman Jordan seconded the motion. Upon roll call the motion passed 7-0. Alderman Cook was absent.

The following item was added to the agenda.

Frank Sharp Conservation Easement: A resolution accepting a Perpetual Conservation Easement from Frank Sharp as Trustee of the Sharpridge Trust of an approximately twenty (20) acre significant natural area on behalf of the people of the City of Fayetteville, Arkansas.

Mayor Coody: Frank Sharp has generously worked with us to dedicate 20 acres of beautiful land to the City of Fayetteville through a conservation easement program. This is going to be used for a trail corridor. I hope this begins a process of other people donating trail corridors and other special pieces of land to the City in this new process. There are some benefits to the land owners that take advantage of this program and also it's a benefit to the City and its citizens as well. I want to thank Frank for his patience in working with us to set this program in place to where not only he can take advantage of it and do some very good work for the City but others can follow in his steps and do the same thing with other pieces of land that they might want to see come in to the public domain.

Alderman Jordan moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the resolution passed 7-0. Alderman Cook was absent.

Resolution 210-06 as Recorded in the Office of the City Clerk.

CONSENT:

Approval of the November 21, 2006 City Council minutes and the November 28, 2006 Special City Council meeting minutes.

Approved

IBM AS400 Records Management System Server: A resolution approving the purchase of a replacement IBM AS400 Records Management System Server via the State of Arkansas Purchasing Contract in the amount of $93,908 for the Fayetteville Police Department.

Resolution 211-06 as Recorded in the Office of the City Clerk.

T-G Excavating, Inc: A resolution approving Change Order No. 2 to the construction contract with T-G Excavating, Inc. in the amount of $247,686.30 for sanitary sewer main replacement and rehabilitation in the vicinity of North College Avenue and Davidson Street.

Resolution 212-06 as Recorded in the Office of the City Clerk.

Garver Engineering, Inc: A resolution approving an amendment to the contract with Garver Engineers, LLC in the amount of $999,857 for Construction Phase Services associated with

construction of the east side lines and lift stations of the Wastewater System Improvements Project; and approving a contingency in the amount of $40,000.

Resolution 213-06 as Recorded in the Office of the City Clerk.

Document Retention Schedule: A resolution to adopt the Document Retention Schedule, to authorize the City Clerk to destroy documents older than this retention schedule and to adjust the document retention schedule to comply with changes in state law.

Resolution 214-06 as Recorded in the Office of the City Clerk.

Alderman Jordan moved to approve the Consent Agenda as read. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Cook was absent.

PUBLIC HEARINGS:

Mayor Coody Opened the Public Hearing

Revoke Permit for Casa Torres: A resolution to revoke the license of Miguel Torres d/b/a/ Casa Torres to sell alcoholic beverages within the City of Fayetteville.

Captain Brown with the Police Department gave a brief description of why the Council should consider revoking Casa Torres's license. He stated that there have been various violations. He went over the criminal reports concerning Casa Torres and stated that the owner was found guilty of five criminal citations. He also stated that Casa Torres has not paid any liquor HMR taxes since April 2005. He went on to describe other violations that have occurred.

Alderman Reynolds asked if they had a City privilege license and if all restaurants that serve alcohol are supposed to have a license.

Captain Brown: Yes sir. There is a beer and wine and then also liquor.

Alderman Reynolds: Who patrols that to make sure that the restaurants are serving alcohol has that privilege license on the wall?

Captain Brown: I don't know who does it on a pro-active basis. If we have a complaint then we will go check it. We do not proactively patrol for that.

Alderman Reynolds: I would like to see the Police Department actively patrol the restaurants in and out the door and make sure that they have their ABC permit and their privilege license on the wall because there are some in town that do not have a privilege license.

Sergeant Harter: I can attest to that. Shelly Turberville's office coordinates with my office and we make sure that everyone has renewed, if they haven't we have commonly written citations for non-renewal of the City license.

Captain Brown: So that would be complaint driven. We don't actually go out and look. But once we are notified of a violation we will go out and check.

City Attorney Kit Williams asked Captain Brown if he could explain the most recent incident there so that the public will know why this was brought to the City Council's attention.

Captain Brown: The most recent incident is still under investigation which involved a shooting and that particular incident happened at a time in which that business should've been closed. That is what brought it back to light. To me this is not like a couple of minors slipped through and were served alcohol, this is repeated violations and they are knowingly violating these things.

City Attorney Kit Williams: Do you know the status of their state alcohol permit?

Captain Brown: I do not. Alcohol Beverage Control might have an answer to that question.

Mr. Robinson from the Alcohol Beverage Control: Currently the State Permit is active. It has been my understanding through conversation with the owners that they intend on possibly canceling that permit which they would have to send a cancellation letter to the state in Little Rock. It is currently active and valid until they do so. There are violations pending through our office but it is current at this time until they decide to put in a cancellation or the Administrative Director actually cancels or revokes that permit.

Alderman Ferrell: Could you give me an example of a case of what it takes for you all to suspend somebody's license?

Mr. Robinson: When we have a violation I go in, determine the violation, write it up and I send it to Little Rock and the director there and the on staff attorneys review the violations. They are the ones that determine any type of suspensions or revocations or anything of that nature.

Alderman Reynolds: With the amount of violations that this business has, if we pulled their license they are not allowed to operate correct?

Mr. Robinson: As far as a city privilege license for alcohol if they don't have that it would mean the City would be able to fine them for any alcohol operation within the City of Fayetteville. As far as the state permit, it is different. They can hold the state permit but if they can't operate within the City then it's going to be a bad reflection and they are not going to be able to operate.

Alderman Reynolds: I just wanted to make sure that if we act that the State is going to act and we are going to get something done with this.

Mr. Robinson: Right now violations are pending that I have currently written up for this last incident and I have been in conversation with the owners and let them know that they are pending at this time and as soon as it comes down to me as an offer of settlement I will go over them at that time.

Alderman Reynolds: Are you a new agent or are you in addition to Mr. Jones?

Mr. Robinson: I am, I just started up here around mid October and will be working this area in Washington County. I am more than happy to cooperate in any way as far as the State is concerned.

Alderman Rhoads: How did we give notice of this public hearing?

Captain Brown: A letter was hand delivered by Sergeant Harter to Mr. Torres on the 6th day of December at 3:40 PM notifying him of this hearing.

Alderman Rhoads: Kit, how do we give the public notice of this hearing?

City Attorney Kit Williams: Obviously our agenda is published in the paper prior to the meetings and of course as you are all aware there have been numerous articles on it, no other official notification that I am aware of.

Alderman Rhoads: Isn't there a Spanish speaking newspaper circulated in northwest Arkansas? I am just wondering if we published this where Latinos can read the notice and be here to speak.

City Clerk Sondra Smith: Our agenda does go out to several different people on the agenda list, a lot of the radios and even the Spanish stations in northwest Arkansas are notified of our agenda every time we send an agenda out.

Alderman Rhoads: Including this public notice?

City Clerk Sondra Smith: It's on the agenda.

Claire Whisman, a resident a few blocks from Casa Torres stated that she was in favor of revoking their city permit. We live in an area which has always been bordered by the major commercial area of College Avenue but none of the rest of our College Avenue neighbors have this kind of problem with the Police and that kind of thing. There are also two schools that are within about three blocks of the establishment. I would be in favor of revoking their license.

Susan Pittman, a resident of less than half a mile from Casa Torres stated that on numerous occasions between the hours of 1:00 or 4:00 AM there is music and the bass coming through the house where it wakes up the family. So I just wanted to come here today and say that we have experienced some disruption from the music. It seemed very rarely was the restaurant ever open.

Lisa Thompson, a resident of the area stated that she has three children still in the home. We do expect the commercial enterprises to be good neighbors and Casa Torres has not been a good neighbor. I think you should revoke their license.

Alderman Reynolds: I know there are two schools close to this business but you've got to think about right next door to this is a children's restaurant McDonalds. Right behind it we have a city park and with guns going off we don't need that. I hope that we act firmly on this.

Alderman Allen displayed posters from the restaurant which listed the times the establishment was open. She stated this place does not belong in a neighborhood and I wanted to make a special point of it since this is near my neighbors.

Alderman Rhoads: Is the owner of the establishment here or is anyone going to speak on their behalf. Does he understand what is about to happen?

Miguel Torres, the owner**:** Yes.

Alderman Rhoads: What does he have to say about it?

Translator for Miguel Torres: He says that he is going to move out from there as soon as possible and he already gave the keys and everything to the landlord so he won't have any business in there any more.

Alderman Rhoads: So he is not protesting the potential revocation.

Translator for Miguel Torres: No, he already turned the permits back to you guys. He told me that we have to write a letter and send it to Little Rock with the permit and that's it. We are not fighting about it.

Alderman Reynolds moved to approve the resolution. Alderman Jordan seconded the motion. Upon roll call the resolution passed 7-0. Alderman Cook was absent.

Resolution 215-06 as Recorded in the Office of the City Clerk.

Mayor Coody Closed the Public Hearing

UNFINISHED BUSINESS:

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 Rupple Road, containing approximately 21.63 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan. ***This ordinance was left on the Second Reading at the November 21, 2006 City Council meeting. This ordinance was left on the Third Reading and Tabled at the December 5, 2006 City Council meeting to the December 19, 2006 City Council meeting.***

Jeremy Pate, Director of Current Planning gave a brief description of the item and passed out a memo that listed the conditions of approval which have been worked out by the Street Committee. He went on to list the conditions of approval.

Alderman Jordan stated the Street Committee did discuss this. One of the main questions was when you see street #2; we want that to remain a public street simply because the City would have some control over that street. Although we didn't want to maintain the swell in the middle in which they agreed to do that if I remember correctly. We decided that the radius, the developer is wanting 15 feet and then the City is recommending 25 feet so we went between. I think everyone was in agreement with that.

He went on to thank the developers for their efforts in this and the staff and Administration.

Alderman Jordan moved to adopt the recommendations of the Street Committee. Alderman Reynolds seconded the motion. Upon roll call the motion passed 7-0. Alderman Cook was absent.

City Attorney Kit Williams asked Jeremy Pate if they should make a formal motion accepting that Commercial Design Standards have been met with this.

Jeremy Pate: That is all a part of the conditions of approval so I don't think it takes a separate motion.

Mayor Coody stated we appreciate you guys bringing in real top notch urban planners for this kind of project. The ideas of old traditional neighborhoods are really taking root in Fayetteville and we appreciate it.

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

Ordinance 4959 as Recorded in the Office of the City Clerk.

Proposed 2007 Annual Budget & Work Program: A resolution adopting the 2007 Annual Budget and Work Program as approved and amended. ***This resolution was Tabled at the November 21, 2006 City Council meeting to the December 5, 2006 City Council meeting. This resolution was tabled at the December 5, 2006 City Council meeting to the December 19, 2006 City Council meeting.***

Paul Becker, Finance and Internal Services Director gave a presentation to the Council which described comparisons to last year's budget.

Alderman Reynolds: I had a personal meeting with Paul and Kevin and I got my stuff worked out and I hope everybody else did the same thing.

Alderman Lucas thanked Kevin Springer for the report on the projects.

Mayor Coody stated that Alderman Cook wanted him to ask about the potential addition of the Trails Maintenance Worker for the Parks Department.

Alderman Allen stated that she wanted more information on the non profits and what decides which ones are considered to be funded by the City.

Paul Becker: They are open to submit requests for budgets and we present them to the Council. The recommendations were based on what they received last year.

Alderman Allen: So the non-profits that aren't here simply just did not ask for funding from the city.

Kevin Springer, Budget Manager: The outside agencies must provide a service to the city. We cannot just give money out for grants. What we do is an Alderman may support one of the

agencies and they may bring up funding requests. The agencies that currently receive funding from the City are the ones that get a request form for next year.

Alderman Allen: We had Dominic Swanfield who addressed us two weeks ago and no one said anything so I wanted to respond to his comments and ask the Council members to explain some things to me if they could. I wanted to know whether or not the Police would prefer to have an additional officer hired or if they would rather have more salary if they were given the choice. I wanted to ask the Council why the officers cannot use the vehicles for those of them that live in the City. I wanted more understanding of the Police funding because to me that's at the top of our pyramid. Being safe is the first thing we offer our citizens.

Mayor Coody: Chief, do you want to address this question?

Police Chief Tabor: It would be the Police Administration's opinion that if we were allotted more money in our budget, we would have other priorities above home storage units.

Mayor Coody: Do you have a rough idea of how much money it would cost if we were to do this program.

Police Chief Tabor: Approximately $50,000 per car to buy and equip it with a computer, a video recorder and all the things it takes to outfit that car. Then you would have to calculate the maintenance, the gas and all those things on top of that.

Mayor Coody: How many cars do you think it would take?

Police Chief Tabor: I really don't know since we do not have a policy describing who would get one. We would have to first come up with that policy. When Chief Hoyt was here during budget time we started looking at that and we made some wild guess as to who would get them. I believe it was about 17 back then but we haven't worked on it since that time.

Mayor Coody: But if you rounded it up to 20 since we have more people now it would be roughly $1 million.

Police Chief Tabor: That would be a $1 million just for capital cost and then you would have the operating cost on top of that.

Alderman Allen: I was wondering if the police officers had their choice would they rather have another officer hired or that salary disbursed in raises.

Police Chief Tabor: Even though we need more police officers I am a firm believer in taking care of who we have first. That would be my opinion. I don't know if every police officer has that same opinion. I asked that question around the station a few days ago and it was very apparent from the people I asked that they would rather work a little harder with the number of people that we have and make a little more money.

Alderman Reynolds: This home storage unit started in Springdale by way of a federal grant several years ago.

Police Chief Tabor: That is correct. They allowed them to purchase 20 cars when they initially started.

Alderman Reynolds: Is it still going on?

Police Chief Tabor: I believe the grant stopped. Once you get the grant and get it initially, you have probably saved money on some cars because those cars are going to last longer and people are going to take better care of them. It is the initial outlay of the cost is what's so prohibitive.

Alderman Reynolds: It would cost us a fortune.

Alderman Allen: I know they do it in Rogers and Bentonville too and I thought it was worth exploring.

Police Chief Tabor: I'm not sure if Bentonville and Rogers started theirs as a grant or not, but Springdale definitely did.

Alderman Allen: I called their Police Chiefs and asked if they had the program and they do. I do not know how it is funded. I had a question regarding the Boys and Girls Club. I asked about some concerns that I had concerning the children particularly the Jefferson School students that came from lower economic areas and was told about an outreach program. I have since talked to parents, teachers, and principals and understand that in order to get a scholarship to the youth center you have to have a parent who works 30 or more hours a week or is a full time student. I though that eliminated a lot of scholarships for students who need it. Also, the Boys and Girls Club outreach children only goes to Garland Square on Tuesdays and to Willow Heights on Thursdays. I don't want to be a killer of the Boys and Girls Club I just want us to make sure that we are servicing all children particularly those who might not have other access to the Boys and Girls Club whose parents might not have the ability to get their children there. I think this is something that we could take a better look at.

Alderman Thiel: We are going to be discussing the Fayetteville Youth Center later on in the meeting. I think that would be a good time to bring these things up and possibly look at their contract a little closer.

Alderman Allen asked about the non-profits. She also inquired about combining the Ozark Military Museum and the Arkansas Air Museum to have the same person serving that instead of two separate salaries there. She stated I also wondered who financed the Lights of the Ozarks and why it is that staff puts that up instead of the folks who ran the jail that used to do it. She stated that in a lot of the non-profit descriptions I found them to be very vague and double talky. I just thought it would be better to be specific about what they are doing so that we are real clear.

Paul Becker: All I can say is that once these are in the budget that is not a guarantee that these organizations will receive funding. They come before the Council and at that point they explain some of these issues. I am really not qualified to answer some of them. These people will be coming before the Council and I'm sure they would be happy to answer your questions. When we talk about our commitment to Police we do have to remember that $12.5 million out of the $34.3 million in the General Fund Budget is allocated to Police and Police safety. I think the Council has always considered that a top priority and I think that demonstrates it.

Alderman Ferrell: I had a question for the Downtown Partners.

Paul Becker: Downtown Partners is here and that is later on the agenda.

Alderman Jordan: Paul, I asked during the budget session at the Airport about some funds that were not in the budget. I know that you provided that information but I have misplaced that and I would like to see if you could get me a copy of that.

Paul Becker: I would be happy to.

Alderman Thiel: The other amendment was to add the aerial expansion ladder truck and the need for that based on the high rises that we are starting to get and there was some question about approaching the University for contribution toward that because we have to protect their high rises. My question would be has there been any overture made to start that conversation.

Fire Chief Johnson: We are gathering data to support our wants but it is a work in process and we will be moving in that direction. If we are successful their fair share can be reached in a number of ways. It does not necessarily have to be money from one entity to another. There are a number of things that they are looking at and it is in progress.

Paul Becker: We will fund it with a transfer and then we will take a reading at the appointed time and use as much impact fee money as possible. So we will probably be less than the total cost. I am asking that we budget that one.

Alderman Lucas: It will come out of the Emergency Fund.

Paul Becker: Yes. And we will probably also reimburse a portion from the impact fees.

Mayor Coody explained what the emergency fund was.

Alderman Ferrell: When was the last time we used the emergency fund?

Kevin Springer: We are actually using a little bit of it every year to pay for fire apparatus. It's not just an emergency fund; it is a replacement of public safety vehicles and emergency fund.

Alderman Ferrell: So this would augment the annual fleet budget amount?

Paul Becker: Yes, it would augment the capital program for the replacement vehicles. There is a requirement that we keep a minimum of $3 million available for disastrous situations.

Alderman Thiel moved to add a Fire Department Ladder Truck to the 2007 Budget. Alderman Reynolds seconded the motion. Upon roll call the motion passed 7-0. Alderman Cook was absent.

Mayor Coody: We'll move along to the second amendment that Kyle Cook wanted me to bring up which is to add a Trail Maintenance Worker IV position to the Parks and Recreation Division. The total requested cost is $58,707 and funding would come from General Fund reserves. I think adding this to the balanced budget would bust it by roughly $60,000. The more trails we build

the more maintenance workers we are going to need. It's just a matter of if we should do it now or if we should budget it in the next year's budget.

Alderman Thiel: I know this was in the budget last year and I think the choice made by the Council was to add a Code Enforcement Officer which was also necessary.

She went on to express what the public wants to see done. She stated I do think it's something we needed last year. We need it even more this year. I will support it because I think it is something that the public wants us to do.

Alderman Rhoads: What would the Trail Maintenance Worker IV do to earn $58,700?

Mayor Coody: That includes a vehicle, mower, gasoline and all the capital too. The salary is $33,000.

Connie Edmonston, Parks and Recreation Director: The capital would be a weed eater, a blower, a vehicle which was $13,000 and a zero turn mower and those are the capital items and those add up to $22,000. Then we have annual operations cost for that which would be for their gloves, safety vests, glasses, uniforms, fuel and small equipment maintenance and vehicle maintenance. We have an annual cost of around $37,000. The initial cost would be $60,000.

Alderman Thiel: Some of that capital equipment, could that not come from any other fund that is not General.

Connie Edmonston: The maintenance issue cannot be used for HMR or Parks Development fund. It must be acquisition, development, and promotion.

Alderman Thiel moved to add a Trail Maintenance Worker to the 2007 Budget. Alderman Rhoads seconded the motion. Upon roll call the motion failed 2-5. Alderman Thiel and Rhoads voting yes. Alderman Ferrell, Lucas, Jordan, Reynolds and Allen voting no. Alderman Cook was absent.

Alderman Rhoads: When we say this fund or that fund, is that the same thing as an account?

Paul Becker: Not precisely. The funds are isolated for specific use, for example Street Fund gets turn back money from the state and the county and it will only be used for street purposes. That's why you classify it as a fund.

Alderman Rhoads: How many different funds do we have roughly?

Kevin Springer: 22.

Alderman Rhoads: How many accounts do we have?

Kevin Springer: About 4,000.

Alderman Jordan: I read yesterday in the paper that the salary was coming out of the Street Fund and the Water and Sewer Fund, would you please explain that?

Paul Becker: The Sustainability Coordinator is to be funded by energy cost savings, electricity and energy, etc. which we do have a schedule on how much it has risen. Energy costs are spread throughout several funds. The General Fund is the primary fund and it would be allocated to the General Fund, the Water and Sewer and the Street Fund operations based on utility savings cost.

Alderman Jordan: So we are talking about many departments?

Paul Becker: That's correct.

Alderman Jordan: It's not coming out of the Capital Program or the Maintenance Program?

Paul Becker: No it is not, it is strictly operations.

Mayor Coody: We passed out the utility expenditures from 1995-2006. This shows the growth for utility costs year to year. Right now we are up to $1,861,463 for year to date through September 2006 and all this across all funds.

Alderman Jordan: Whatever cost savings we are getting out of these utility funds is basically going to pay the salary of this individual?

Mayor Coody: Yes, at least.

Alderman Jordan: I know that Alderman Cook wanted to be here before we passed it. He was wondering if we could do the passing of the budget on the 28th when we do Agenda Session.

Mayor Coody: We would have to have a Special City Council meeting.

Alderman Jordan: Well, you are going to be there anyway.

Alderman Rhoads: I'm not sure that I will be there on the 28th.

Alderman Reynolds: I'm not sure I am going to be there.

Alderman Allen: I wanted to ask a little more about Mr. Sustainability. Could you tell us a little more about him or her?

Mayor Coody: As far as the job description, basically we lifted it from the Seattle, Washington sustainability coordinators positions and it is a long list of things that would be everything from making sure each division is doing what we can to increase sustainability meaning there are ways to cut waste by being more efficient with utility usage, packaging, and other things. There are about 15 jobs within this job description that fundamentally this person will be in charge of making sure that the City of Fayetteville is as environmentally thoughtful and efficient as we possibly can.

He went on to describe the goals for this position.

Alderman Allen: So this position would be paid approximately.

Mayor Coody: They would be paid approximately $60,000. If we want to get somebody good, they are sought after these days, there are more job openings nationwide than there are people to fill them so we would need to pay that to attract somebody good.

Alderman Allen: And the plan was that if they were not able to show us that they could do their job within the course of a year they would go away and we would not sustain them?

Mayor Coody: Yes.

Alderman Allen: It is not something that could be done from within?

Mayor Coody: There is no way that you could add this to anybody's overworked schedule and be effective, that's the problem.

Alderman Rhoads: If this person could also train people to do some of these things then it becomes much more effective and perhaps train people well enough to where they could put themselves out of a job or go on to bigger and better things. I hope that is part of the charge the person has. One person, no matter how good they are at their job will not be as effective as if you have everybody realizing this is what we all need to do and it gets done.

Mayor Coody: We would be using some interns from the University that would come in and help. There is a lot of data entry for trying to assess what our carbon output is and our impact in climate change that takes a lot of number crunching. There are interns available at the University that could work with us for nothing essentially that could work with the sustainability coordinator.

He went on to describe the responsibilities of the sustainability coordinator from Seattle, Washington. He stated we just need one to get us kicked off. Later on if someone wants to add or subtract staff that's for a different City Council and different Mayor to worry about. There are a lot of things we need to do in Fayetteville to make this part of the United States aware of the potential of what we can do to save money and to save environmental deprivation at the same time. If I didn't think it was important, I wouldn't be working so hard to get this person added to the staff.

degradation

A discussion followed on whether or not they should go ahead and approve the budget or wait until December 28th following Agenda Session.

Tim Smith, a citizen questioned the Sustainability Coordinator position. He stated when you start allocating money to another position, be careful when you have department heads who are responsible for wisdom below them. I think that is where it needs to remain. When you bring all power into one person's position then you lose the democracy that we have in this country and that is supposed to be disseminated out and that would be at the department leaders.

A representative of the Air Museum asked what was the recommendation about the smoke detection system for the city owned hangar. Was that a consideration?

Kevin Springer: It wasn't recommended.

Tim Smith: There is an extinguisher system that has been repaired and a control panel and keyboard that is being replaced. These were things that we had started asking through the museum on behalf of the city to get some funding to do those things. The repairs were made and you have one motion detector and a sprinkler system protecting that building that has no smoke detection in it. I requested to add smoke detection to the east and west wing and the hangar bay. He expressed his concerns about the building being protected.

Alderman Ferrell: I like the way that the budget preparation started earlier and the way that they came forward with it. I will always support fire and police, but with the amount of new positions being added here I won't be able to support, but I like the start on the new way that we are doing this.

Dominic Swanfield, with the Fraternal Order of Police explained who in the city was below the minimum and questioned the pay plan for 2007. He stated that he felt everyone should be brought up to market pay.

A discussion followed between Alderman Thiel and Dominic Swanfield regarding a memo from Gary Dumas with responses to some of Dominic's concerns.

Dominic Swanfield stated that we are behind compared to the market.

Alderman Ferrell stated that he met with the Alderman Compensation Committee and they went over some of Dominic's Concerns. He asked would you say the major exception at the meeting yesterday was the realization that instead of getting 50/50 that it might be a different amount each year for two years.

Dominic Swanfield: I had a chance to look at my data and I felt that there were a few little things and we don't know what it's even going to be.

Alderman Ferrell: From the very beginning we indicated that not every employee was going to get a raise but that we would get to a minimum and we would get to the market. If it's 50/50 or whatever it is, that's addressed to get the employees to market. Part of the agreement was that there would be a cost of living increase.

Dominic Swanfield: As a guarantee?

Alderman Ferrell: The policy that this Council voted on said that.

Dominic Swanfield: So there would be a COLA next January?

Alderman Ferrell: I don't know when it's going to be. We said there would be a COLA but I don't have that in front of me. We also said that every four years we would take a look at the overall thing and every two years we would take a look at where we are on the market.

Dominic Swanfield: Correct.

Alderman Ferrell: We would be at market in two years; we just couldn't afford to do it all at one time. So know that we are going to market and there is going to be a COLA unless something happens and we run out of the emergency fund.

Dominic Swanfield: Would you not agree that by funding $450,000 that that would place all city employees at market?

Alderman Ferrell: If somebody can come and write us a check for $450,000 out of somewhere else it could be done in less than two years.

Alderman Thiel: Where does that number come from?

Alderman Jordan: That is what MAG recommended.

Dominic Swanfield: So you do agree that after tonight there will be City employees that are being paid below market value.

Alderman Ferrell: No, what I said was come January 1st no one will be below the minimum and that within two years the MAG target was to have everyone at market, is that your understanding?

Dominic Swanfield: Yes sir.

Alderman Jordan: The way I understood was that in two years everybody would be at market and then if their not we would make whatever adjustments we needed to do to get them to market.

Alderman Reynolds: Being on that committee I will affirm that it should be that way.

Dominic Swanfield: The COLA issue, I don't know when it's been set in stone. There are not very many things that the City does not fund at 100%, but when it comes to the employee's raises or adjustments it has become a common occurrence.

Alderman Ferrell: If I am sitting here next year and other members of the Compensation Committee that said we would give a COLA, come back and smile at me because that was the intent of MAG to give you a fair package.

Alderman Allen: I was just going to make a comment that since I was not a member of making the budget, then I won't vote with my peers. I look forward to being a part of that this next year so that I will have better understanding.

Alderman Rhoads moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the resolution passed 6-1. Alderman Ferrell voting no. Alderman Cook was absent.

Resolution 216-06 as Recorded in the Office of the City Clerk.

Mayor Coody thanked the staff for doing such a good job on the budget.

ADM 06-2322 North Street ROW Dedication Variance: A resolution reducing the right of way dedication required from North Street centerline from 55 feet to 44 feet accommodating the

existing structure and proposed development for property located at 1104 N. College Avenue as described in item ADM 06-2322. ***This resolution was Tabled at the December 5, 2006 City Council meeting to the December 19, 2006 City Council meeting.***

Alderman Jordan stated this has been through the Street Committee and I guess Ron can give us the final details on everything.

Ron Petrie, City Engineer: We handed out an exhibit at Agenda Session that showed the recommendation of the Street Committee and the revised recommendation from staff. That is 32 feet of right of way from the existing center line. That is what we are requesting it at this time.

Alderman Thiel: Now that is also what they had requested?

Ron Petrie: Yes ma'am.

Alderman Thiel: So we've got them satisfied, Engineering satisfied, I think we should go with this.

Alderman Jordan moved to amend the right of way dedication from 55 feet to 32 feet. Alderman Thiel seconded the motion. Upon roll call the motion passed 7-0. Alderman Cook was absent.

Alderman Jordan moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the resolution passed 7-0. Alderman Cook was absent.

Resolution 217-06 as Recorded in the Office of the City Clerk.

Stadium Centre Cottages Appeal: An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2212, Stadium Centre Cottages, located at Old Farmington Road, west of Sandra Street; containing approximately 2.45 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 December 5, 2006 City Council meeting.***

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

City Attorney Kit Williams read the ordinance.

Alderman Jordan: This was a special Ward 4 Meeting that we held for the neighborhood in this area and their concern was the thru traffic with the density of the new development. What they would like to have is a cul-de-sac in this new one to where they do not have the cut through traffic. I know Mr. Hennelly said he would prefer a "T" but in visiting with Mr. Pate, he doesn't think the "T" is going to work so we may be back to the cul-de-sac.

Jeremy Pate stated that staff does not support not connecting neighborhoods. As a City Council it is your policy to promote connectivity between neighborhoods. We felt it was a relatively low density. It is 17 dwelling units adjacent to a commercial center. We feel that dead end streets

are more difficult for services including school buses, trash trucks, fire department, etc. all create more congestion at one intersection as opposed to connecting these neighborhoods. We find that in most subdivisions, first phase of Bridgeport opposes the second phase of Bridgeport and the third phase of Bridgeport, but in the end they all become one neighborhood. We fully support this plan as it was originally proposed with the connection in terms of the actual logistics. He went on to voice concerns regarding the connection.

Alderman Thiel: I generally try to go along with the Alderman and their response to citizens. I don't think this is going to create a cut thru. In this case I am concerned that you have made a dangerous situation for emergency vehicles. In this one case I am going to have to continue supporting what staff recommended.

Tom Hennelly: There are configurations that are common to allow a vehicle to pull in, back up and pull out instead of making one continuous circular movement around a cul-de-sac. It's not uncommon to do that. The radiuses at the intersection within the development here have been increased to 40 foot radiuses. The Fire Marshall did not think there would be a problem with it. This can easily be configured where you have a common collection center for the roll out dumpsters.

Alderman Thiel: So it doesn't allow for recycling.

Tom Hennelly: It does if you had a common area where all that was collected there would be one stop for the solid waste collection and they would pull up to the short stub street, back out and then drive back out of the development.

Alderman Thiel: On this Lot #10, how are they going to get out of their driveway?

Tom Hennelly: That is a 22 foot street and that driveway has shown to be on the western edge. I know that this is an unusual configuration. We have staff, Planning Commission and neighbors that we are all trying to satisfy.

He went on to describe the improvements that they would make to the area.

Alderman Lucas: I think that all concerned have worked hard to come to a consensus on this. I am generally for connectivity in all areas but in this case the neighborhood has a way in and out and the development has a couple of ways out so it's not one way in for either one of these neighborhoods. It does protect an established neighborhood that has been there a long time. This is something we worked out with them so that they would feel a little more comfortable. I appreciate what Tom has done to work through this.

Larry Lames, a resident from Sandra Street stated at the beginning we did not understand what was happening. Nobody is ever going to be satisfied with all phases of this development but everybody has made concessions. We are trying to live with this new development. We think that because Old Farmington Road is considered a connector then the entrance should be off of Old Farmington Road, not through a small established residential neighborhood. We think that we have come up with a good plan and we hope you support us.

Alderman Jordan: I am going to make an amendment to go to the cul-de-sac because of comments from Mr. Pate.

Tom Hennelly: If we could get you to approve this with a condition that we satisfy the Fire Department and the Solid Waste Department. If we are unable to do that then we'll put a cul-de-sac in there. The loss of unit #11 with the cul-de-sac would really be significant.

Alderman Jordan: If you could work it out then I won't put the cul-de-sac in there, but make it happen.

Tom Hennelly: If we can't satisfy them and get written authorization to Planning that they are okay with this configuration then we will lose unit #11 and put a cul-de-sac in.

Alderman Lucas: And you are going to put a new walk way through there?

Tom Hennelly: Yes ma'am. We have connected Sandra to this development and to the commercial development to the south with a sidewalk and that is also connected to Old Farmington Road. It would be reflected in the final plat at Planning Commission if we lost that one lot.

City Attorney Kit Williams: This is amending it; they want to substitute the newly drawn plat that has been submitted to the City Council tonight.

Alderman Jordan moved to adopt the new plat. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Cook was absent.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 4960 as Recorded in the Office of the City Clerk.

Easement Vacation for Archer (VAC 06-2289) Appeal: An ordinance approving VAC 06-2289 submitted by Crafton Tull and Associates for property located at the west end of Markham, west of Sang Avenue, vacating a 0.35 acre portion of a right-of-way on the subject property. ***This ordinance was left on the Second Reading at the December 5, 2006 City Council meeting.***

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 6-0. Alderman Thiel was absent during the vote. Alderman Cook was absent.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a description of the vacation. He stated the applicants have submitted five different options. He referred to option #4 and stated this is the one we discussed with the

applicants. This is essentially the road improvements that Mr. Archer would agree to construct if a portion of the right-of-way is vacated. He went on to describe option #4.

Alderman Jordan: What we discussed with the neighborhood and Mr. Archer was everybody seemed to be in agreement of not vacating that road up there. The sidewalk would remain on the south side and then where Sang is we could meander the sidewalk up that whole side. That is what I remember being discussed last night and being agreed upon.

Alderman Lucas: There will be a curb and gutter on the south side.

Alderman Allen: Jeremy, I wondered if the applicant had offered a Bill of Assurance with this about the sidewalk.

Jeremy Pate: No, Ma'am. It would be a part of this ordinance and the conditions.

Alderman Allen: Would the sidewalk be lighted?

Jeremy Pate: I would have to ask the applicants that.

Alderman Allen: What would the sidewalk be made of?

Jeremy Pate: Asphalt was the recommendation the Planning Commission approved.

Alderman Allen: It seems like those who would be most apt to use the sidewalk would be those who have come from a ballgame. It would be dark and there would be need for lighting.

Jeremy Pate: As part of the Planning Commission's review of the large scale they were required to install two street lights at the two intersections.

City Attorney Kit Williams: The sidewalk will be within the right-of-way. So it's not going to be that far from the road so it would still receive light from the street lights.

Ron Petrie: There will be some other exceptions where we'll need to in only one location go outside of that 30 feet to save a very large oak tree.

Mayor Coody: Why asphalt instead of concrete?

Jeremy Pate: The Planning Commission discussed the use of concrete versus asphalt and it was felt that the concrete application here would be extremely bright and would not go along with the character of this area.

City Attorney Kit Williams read the proposed amendments to the ordinance.

City Attorney Kit Williams: We need to ask the applicant what he remembers.

Mayor Coody: Mr. Archer, is everything that Kit just mentioned squared with your memory of everything that has been agreed to.

Julian Archer, the applicant: Yes. It comes down to the sidewalk and the reason you have option #4 diagramed the way it is, it wasn't until today in a meeting with Ron Petrie and discussing the possibility of having the sidewalk on the south side and moving our horse fence to accommodate the sidewalk weaving through the trees. We would like you to take that as the issue under consideration.

City Attorney Kit Williams: I thought that maybe at this point we don't need the 5th condition which talks about Solid Waste having access.

Jeremy Pate: That is correct because it would remain a public street, two-way and paved so section #5 could be eliminated. I would ask that on section #1 an additional sentence be added: Any portion of the sidewalk located outside of the right-of-way shall be located within the public access easement just in case any portion meanders around a large tree and gets outside of that right-of-way, an access easement would be filed over that.

Alderman Lucas: This is west of Sang, we talked about meandering it the same way east of Sang, can we include that in here?

City Attorney Kit Williams: I don't think that we can. We would have to look at what was appealed. It was a vacation to the west of that and not anything farther down the hill and so I don't think we can consider any of that.

Lynn Wade, a citizen of 100 N. Sang Avenue stated I appreciate what the staff, Council members and the applicants have done. He stated his concerns about the area east of Sang.

City Attorney Kit Williams: I would yield to Ron on the ditch as opposed to the storm sewer pipe up there.

Ron Petrie: If it remained a public system I would say it should be brought up to public standards and not be an open ditch. That is what I would recommend.

City Attorney Kit Williams: In regards to the PZD that has already been approved which did not have the sidewalk meandering, instead had the sidewalk by the street; obviously the City Council would have the right to amend the PZD ordinance that was passed if that was your desire. The applicant can bring it forward or the City Council can bring it forward. Tonight you have a vacation ordinance that has been amended and that is what is before you right now.

Alderman Jordan: So we vote whether we are going to vacate that area and make it a one-way street?

City Attorney Kit Williams: No, the street will remain a public two way street. It would only be vacating that portion of the right-of-way which is south of the sidewalk on several conditions one of which being if the sidewalks goes beyond the right-of-way we have an access easement for that part of the site.

Alderman Lucas: So what are we vacating?

City Attorney Kit Williams referred to the drawing on section 4 which showed the existing right of way.

Alderman Jordan: Are you talking about on the south side?

City Attorney Kit Williams: Yes, the south side only.

Ron Petrie: It's approximately 10-15 feet south of the existing fence.

Alderman Jordan: So the first thing we have to do is approve the vacation of this?

City Attorney Kit Williams: The ordinance will do everything that you want it to do at this point in time after you amended it.

Alderman Jordan: This is not going to address how the sidewalk is going to be built and it is not going to address whether that remains a one-way or two-way street.

City Attorney Kit Williams: It will remain a public street so therefore it's a two-way street and the sidewalk will be built out of asphalt and it will be to the standards that the City Engineer will check out and approve and is pretty well set if this ordinance passes.

Alderman Jordan moved to amend the ordinance. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Cook was absent.

Alderman Jordan thanked the neighborhood, the staff, and everyone who has worked on this.

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

Ordinance 4961 as Recorded in the Office of the City Clerk.

NEW BUSINESS:

The following item was moved from Item #9 under New Business to Item # 1 New Business.

Morningside Drive and Fletcher Street: An ordinance to vacate the street right-of-way obtained for the connection of Morningside Drive and Fletcher Street.

City Attorney Kit Williams: Since this vacation goes over property that I have ownership interest in I am going to have to recuse and have the Assistant City Attorney David Whitaker sit in for me.

City Attorney Kit Williams recused from this agenda item and Assistant City Attorney David Whitaker took his seat.

Mayor Coody: This was brought forward by Alderman Reynolds prompted by a lady that lives near Huntsville Road who was mowing a piece of the right-of-way and wanted to control it. I guess Alderman Reynolds wants to vacate the entire right-of-way up to Fletcher Street?

Alderman Reynolds: Either up to Fletcher or up to an area, and I want the Trails Coordinator to speak on that. The lady's grandson is here that asked for this and I'd like for him to speak.

Assistant City Attorney David Whitaker read the ordinance.

Matt Mihalevich, Trails Coordinator pointed out that the right-of-way does have a purpose according to the Fayetteville Alternative Transportation and Trails Plan it shows that as an on street linkage for pedestrian access. He stated since it wouldn't be a street, the intent of the master plan is to show that that would be a connection for a trail. He discussed a memo that he provided to the City Council. He stated I just wanted to add a Section 3 that says it is also a multi-use trail easement. Then we can still vacate but have an easement.

Mayor Coody: I think we need to do that.

Alderman Thiel: I agree whole heartedly that we need to keep the trail easement but they want sidewalks too. I have been hammering for a sidewalk on Morningside Drive since I have been elected. We have part of the sidewalk and we need to finish that and then it could connect both ways to this trail which would be great.

Alderman Reynolds: When I brought this forward I had no idea they had changed this to a trail corridor.

Emily Williams, a citizen stated her family is who will be affected by this proposed trail. The reason the land was taken for the City was to build a road. That's not going to happen. She stated to go in and build a trail like you are talking about you are going to destroy massive numbers of trees and rock formations. You are going to be destroying more property that is privately owned so that you can build a trail that people will not be able to use because of the terrain itself. There are already trails back there that are of the type that you are talking about when you talk about people wanting to be in nature. The other part of what I wanted to address is what putting a trail there is going to mean personally to those of us who live there. This property was only given up under threat of condemnation. This area that you are talking about runs through the back yard of the home I live in. You are opening up my back yard to daily access to the public. Please consider this very carefully before you decide that you need to keep it on the map as a trail and keep an easement as a trail. I am asking that you vacate it and please don't vote to keep an easement for a trail.

Alderman Ferrell: Emily, I appreciate the fact that you have let people come through there. I know that there are rocks up there bigger than dump trucks and it certainly doesn't lend itself to building anything other than to be the way it is.

Alderman Thiel: The transmission line that is shown on the first map does go behind your house. This other trail loop is a different trail loop, that is the Sequoyah Reserve.

Emily Williams: I think it still goes across our land but we have no idea when it was put there or why.

Alderman Thiel: We are not looking at that part; we're just looking at the part that is shown here which does go right behind your house there.

Emily Williams: I have felt for years like I was living under a constant threat. It is in my back yard.

Alderman Thiel: In looking at this, the loop that starts at the south end of Mt. Sequoyah Woods and comes down and back around, we don't have that easement do we?

Matt Mihalevich: No.

Emily Williams: We were really surprised when we found out it had been gone on the map.

Alderman Thiel: That is a better trail map but we don't have that easement. We have this easement.

Matt Mihalevich: We would be interested in shifting it a little bit. It could work better for constructability if we moved it, but if we vacate this without any easement on it we have lost our bargaining power totally. There are things we can work out here to make it more feasible.

Mayor Coody: If we keep it we could move it at some later date.

Emily Williams: I don't think it is appropriate for any of our family members to get in that type of discussion tonight. Personally I feel it might be something the family might be interested in doing at some point because we already have trails back there. It probably is appropriate to vacate this because it's not an appropriate trail but you are going to hold it over our heads for another five or six years so we can get something else from you instead. We have allowed a lot of access to that area and it just leaves a bad taste in my mouth.

Jeff Williams, a citizen: I was going to yield to the grandson of the lady you are doing this for.

Alderman Reynolds: When I brought this forward I did not know that this map existed. I thought we had a street right-of-way that was never going to be used because there is an ordinance that says this can't be built. So for the reason this was bought, it will never be used for that. I'm sure that if the grandson knows that there is going to be a trail, I'm sure he doesn't care. He is looking for someone that is going to take care of it instead of her keeping this right of way up right next to her house. When I found out that we were the owner of the land I brought it forward to get it done.

Mayor Coody: If the whole purpose of this is to keep the right-of-way mowed, couldn't we just mow our right-of-way.

Alderman Reynolds: You don't have a department that has a piece of equipment to get in there and take care of it.

Mayor Coody: How is it being mowed now?

Alderman Reynolds: The little lady has to pay to have it mowed and has for twenty years. What we need to do is put this on the table and the Council needs to walk this and see what they can and can't do without violating this piece of property because it's a beautiful piece of property.

Jeff Williams gave a history of his grandparent's property. He listed the actions that have been taken by the City over the years. He asked the City Council to do the right thing and vacate this property back to the landowners from which it was taken so many years ago.

Alderman Thiel: We still have to retain the utility easement don't we?

David Jurgens, Water & Wastewater Director: A 30" line is existing and we are replacing the 24" line a little south from here. At some point we are going to have to replace this 30" line or put in another line parallel to it. This vacation has not gone through the normal process that vacations go through. My recommendation to you would be to have this go through the normal staffing process so that there we can be a deliberate action rather than a hasty action.

Alderman Reynolds: I asked this Council to go out and tour this piece of property before you make any moves on it to change it.

Alderman Thiel: I would also think it's a good idea that staff reviews this because it does have a lot to do with utility easements.

Emily Williams: We have never questioned the City's need to retain utility easements across that. There is a water main in there and we know that. We are not saying that those things should be given up.

Alderman Reynolds: At least we'll get things working.

A discussion followed on where the ordinance should be left.

Alderman Thiel moved to table the ordinance indefinitely. Alderman Reynolds seconded the motion. Upon roll call the motion to table passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

This ordinance was Tabled Indefinitely.

City Attorney Kit Williams returned to his seat.

RZN 06-2336 Sloan-Broyles and Persimmon: An ordinance rezoning that property described in rezoning petition RZN 06-2336, for approximately 36.62 acres, located at the southwest corner of Broyles Avenue and Persimmon Street from R-A, Residential Agricultural, to RSF-8, Residential Single-Family, 8 units per acre with the associated Bill of Assurance.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated staff is recommending approval as did Planning Commission 8-0.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

City Attorney Kit Williams read the ordinance.

This ordinance was left on the Second Reading.

ADM 06-2382 House Vacation Extension: An ordinance approving ADM 06-2382, for property located at the southwest corner of St. Charles Avenue and Watson Street, repealing ordinance No. 4807 and vacating drainage easements as indicated on the attached map and legal description.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated we are recommending that the easement be vacated and the utilities be relocated when the project happens as opposed to having a timeline that doesn't coincide with the project that's occurring.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

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 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

City Attorney Kit Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

Ordinance 4962 as Recorded in the Office of the City Clerk.

Amend Chapter 34, Purchases and Contracts: An ordinance to amend §34.23 of the Fayetteville Code Purchases and Contracts not in excess of $20,000 by enacting a sole source subsection.

City Attorney Kit Williams read the ordinance.

Peggy Vice, Purchasing Manager stated there are unique things to a specific manufacturer and those things are impossible to get quotes for. If we feel that it can be quoted then we will research it. If we find out it can't be quoted then we sign off on it.

Alderman Ferrell read several examples that were provided in the agenda packet. He stated this saves time and time saves money.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

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 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

City Attorney Kit Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

Ordinance 4963 as Recorded in the Office of the City Clerk

Fayetteville Youth Center, Inc. Contract: An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of $250,000 to provide public recreation services for the youth and citizens of Fayetteville for 2007.

City Attorney Kit Williams read the ordinance.

Connie Edmonston, Parks and Recreation Director: I just wanted to make a recommendation that we do continue this. This has been a joint agreement that we have had for the last 40 years; it has worked and benefited our citizens.

Eric Schultz, Director of the Boys and Girls Club briefly described the outreach program.

Mayor Coody asked how much a scholarship to the Boys and Girls Club was worth.

Eric Schultz: $60 is our membership for one year.

Mayor Coody: So it's worth $60?

Eric Schultz: That's correct.

He went on to describe some of the services the Boys and Girls Club provides.

Alderman Thiel stated that the after school day care program is the one that people do have to meet certain qualifications for.

Eric Shcultz: If you are speaking specifically of Owl Creek, the majority of those kids that come to the club, they come for either cost of membership or for free and a majority of them are on scholarship. We offer licensed day care programs at all of our elementary schools and those are paid for programs.

Alderman Thiel: There are 1,100 scholarships and that includes the 117 that are outreach?

Eric Schultz: That's correct.

Alderman Thiel: Youth and families and that's paid for. And that's 1 out of 6 of the membership?

Eric Schultz: Approximately, we have about 6,500 active members.

Alderman Allen: There must be a lot of misinformation out there. I'm getting my information from teachers and councilors at the schools.. Is that method to determine how one gets a scholarship accurate?

Eric Schultz: We basically follow DHS guidelines. If they qualify for DHS they qualify. It's based on the number of people in your household and an income guideline.

Alderman Allen: I just have a lot of concern that we are not reaching everybody equally and some of these children are so at risk that they are the ones that need it most.

Eric Schultz discussed the loss of the Community Development Block Grant funding. He stated we felt it was important to service the kids from Owl Creek everyday to the club. We are open during the school year seven days a week. We have had to make some adjustments with less funding.

Alderman Allen: I was told that about 20 children who were at Jefferson are in the program. The children who have a parent that can drive them there are the ones who are involved and that seems like it will miss an awful lot.

Eric Schultz: They are involved in which particular program?

Alderman Allen: In the after school program.

Eric Schultz: The majority of our kids that are involved are the kids that are coming from Owl Creek unless we go out and outreach to them through the program I spoke of earlier.

Alderman Allen: You feel that the outreach program that goes one day a week to Willow Heights and Garland Square is adequate.

Eric Schultz: I think it's good with the funding we have available. We would like to expand that program. Over the years as the dynamics of our community change it's going to be more important to outreach all kids in all areas.

Alderman Allen: I think it's important to all kids but I wanted to see if you saw this as a priority.

Eric Schultz: Definitely, I think our outreach program is awesome. It's only 117 kids. Does it need to get bigger, of course, and we will work at doing that but we're not there yet.

Alderman Allen: I just wanted to address my concerns about making sure that we reach these at risk children in the most effective way possible.

Eric Schultz: I would be willing to say we are going to do that and I'd love to show you the programs that we are offering now and to keep discussing ways that we can enlarge and grow those programs.

Alderman Jordan: I would like to work with Alderman Allen on that as well and get with you on reaching some of the inner city kids.

Alderman Ferrell: I guess we all can improve. I both see and hear a tremendous amount of good that the Boys and Girls Club does and the service to this community. You make the lives of a lot of young people much better in this community.

Alderman Lucas: I love to go in there because there are kids everywhere just doing all sorts of things. They are so happy. I think you do a great job.

Alderman Thiel: I just want to note that the contract we are doing is with the Fayetteville Youth Center Inc. and they are also jointly responsible with the Fayetteville School systems to provide staffing and programming maintenance, promotion development at Asbell, Holcomb, Vandergriff, and the Boys and Girls Club on Rupple. It's a little bit bigger than just the Boys and Girls Club.

Eric Schultz described the programs included in the partnership with Parks and Recreation.

Alderman Thiel: We are getting a big bang for our buck. I totally agree with Nancy and every year we have asked the question as to what you are doing as far as outreach and scholarships. We may have to consider more funding to make those happen but that is something that is near and dear to all of us.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

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 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

City Attorney Kit Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

Ordinance 4964 as Recorded in the Office of the City Clerk

LSD 06-2278 Shoppes at Shiloh Appeal: An appeal of the Planning Commission decision regarding LSD 06-2278 The Shoppes at Shiloh.

Jeremy Pate: The applicant has requested that this item be tabled indefinitely. Staff was not supportive of what they were proposing. They were not supportive at the Planning Commission. I believe what they are intending on doing is going ahead with the Planning Commission's recommendation and beginning construction. If at such time they want to bring this back before you they can do that if it has been tabled. So we recommend that it be tabled indefinitely.

Alderman Jordan moved to table the appeal indefinitely. Alderman Lucas seconded the motion. Upon roll call the motion to table passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

Alderman Ferrell: Jeremy, were you guys able to work out the curb cut?

Jeremy Pate: Not yet, they have elected to just go forward with what the Planning Commission approved at this time.

This ordinance was Tabled Indefinitely.

CUP 06-2295 DIDICOM Appeal: An appeal of CUP 06-2295: Conditional Use permit (DIDICOM, 396) passed and approved at the Planning Commission meeting on November 27, 2006.

Jeremy Pate gave a brief description of the appeal. He stated staff did recommend approval and the Planning Commission agreed with the findings that we require for a cellular tower that is part of our ordinance and voted 6-2 in favor of this request. I understand that three alderman have appealed based on comments by neighbors.

Alderman Jordan: The main reason I appealed this is that the Planning Commission had okayed a cell tower inside the city limits. I also found out that they had one that was going to be approved anytime. I could not understand why we would put two cell towers together within 300 yards. I wanted some clarification on if the other one has been approved then do we need two of them together.

Jeremy Pate: I can confirm on Friday it was approved. Both applicants are going forward with their application. The Planning Commission could not consider that and our ordinances don't say that you consider something that might be constructed, it says if it is under construction or existing. So they were simply following the ordinances in their recommendation.

Alderman Jordan: If the one in the county has been approved would it have the ability to handle everything? Why do we need two of them together?

Jeremy Pate: If there were a tower in the county already standing there today, we likely would not have recommended approval of the other one. There's not a tower standing in the county today and we don't know if there is going to be one.

Alderman Lucas: Jeremy, on page seven it states the pole was conditionally approved on November 7th so that wasn't taken into consideration?

Jeremy Pate: No, our ordinances state that it has to be in existence or under construction and neither of those were. The approval that was intended to be earlier did not occur and so it was actually Friday, December 15th when it was finally approved by the county.

Alderman Lucas: So it wasn't conditionally approved on November 7th?

Jeremy Pate: It had a condition upon them providing the standard reports that they have to provide.

Alderman Lucas: The National Environmental Policy Act Report.

Jeremy Pate: That's correct.

Gary Ludwig, a representative of Smith Communications, LLC stated they have a permit from the County, a notice to proceed and we are under construction.

He briefly gave the history of Smith Communications, LLC. He stated on November 13th the Planning Commission tabled the conditional use permit for a couple of weeks. Commissioner Ostner asked that the applicant contact the county applicant. At the November 27th meeting when asked if they had contacted the county applicant Didicom stated they did nothing and that the carrier called Smith Communications. I have been in all the negotiations and Smith has only had two phone calls from their carrier and those were on November 9th and 10th. That would be reason #1 for denial. He went on to list reasons for denial. He stated we are under construction at this time.

Mayor Coody: 195' tower? What is the limit that we attach on ours?

Gary Ludwig: 150'.

Alderman Ferrell clarified that the county pole is high enough to accommodate other carriers.

Gary Ludwig: Correct. The carrier that we are working for has requested 195'. That is why we went to the county knowing what we've been through in the city. This search area has been before the Planning Commission and the City Attorney's office as a possibility site for 6-8 months. It just so happened that one carrier went to one construction company and the other carrier went to another and they both ended up in the same spot.

Alderman Jordan: The thing I keep trying to come back to, if you have permission to build your tower in the county why does it make you any difference if one goes up in the city.

Gary Ludwig: I'm looking at your ordinance and the City says that they can't be within 300 feet of each other.

City Attorney Kit Williams: I don't think that is what the ordinance is saying. Even though the Planning Commission might have said please contact the other carrier the ordinance does not say that. The ordinance says describe your efforts to co-locate your facility on one of the poles

or towers that currently exists or is under construction. If you believe the applicant, they didn't get under construction until this weekend, not when the Planning Commission was meeting and deciding all this. They were under no obligation under our ordinances to try to co-locate on an unapproved tower at that point in time.

Alderman Thiel: You mentioned the Planning Commission and how they voted. The Planning Commission did not vote for this unanimously.

Alderman Allen: This body appoints the Planning Commission and I would say they make an awful lot of effort to do the right thing.

Gary Ludwig: I agree, the Planning Commission was informed that we were going to build the tower. That is the point I am trying to make.

Dave Reynolds, representing the county tower stated I have my clients, our customers, our tower and our permit that is under construction that is going to be built. There is plenty of room. If this other company wants to co-locate on our tower, we can't co-locate on theirs because it's not tall enough. That is why we are here.

Walton Morris, a representative of DIDICOM stated DIDICOM submitted its application well before the County application got started. The City's process takes a while to go through. This tower is being built for Alltel and Cingular and will go on the tower toward the end of 2007. DIDICOM builds for them every year. The customers of ours prefer to use DIDICOM and don't want to be forced to do business with someone they don't do business with.

He pointed out the 11 conditions of approval that DIDICOM agreed to meet. He stated it is not fair to DIDICOM to be penalized and have long term customers stolen from it because the cities procedures are longer. He pointed out the problems he found with the county tower. He asked the City Council to deny the appeal and affirm the Planning Commission's actions.

Alderman Ferrell: Did you say that DIDICOM's application was placed with the City prior to the county application?

Walton Morris: That is my understanding Mr. Ferrell.

Alderman Ferrell asked if there was any confirmation of this.

Walton Morris: My partner who has been handling this is out of town and he asked me to appear before the Council tonight so I can't state that.

Jeremy Pate: The application was submitted to the City October 5th. The person representing the county just spoke and said they submitted their application in November. He did not give a specific date but that is what he just said.

Walton Morris: I have been informed that DIDICOM did the balloon test that you require in September and did the public notification at that same time.

Alderman Ferrell asked Mr. Ludwig what his recollection was on the application date with the County.

Gary Ludgwig: That happened the first week of November. We were given that week and there were a couple of questions, we came back within three days and they gave us the permit to build in the County, it was administrative review contingent upon the NEPA Report. It was completed and supplied to them last Wednesday. They reviewed it as complete and we had the notice to proceed at that time.

Alderman Reynolds: Jeremy, when Smith came in the first time for their permit it was behind their building. So they dropped that site and it went away until they came up with this site at the County so they could build a 190' pole. Did they build the one on Leverett Street?

Jeremy Pate: Yes, there is also one being constructed on Deane Street this year and there is also one under application on Old Wire all by the same applicant.

City Attorney Kit Williams: Did they not build the one on Joyce Street, oh no I guess that was on Zion.

Jeremy Pate: I think that was at the end of 2005 or early 2006 on Zion.

Alderman Reynolds: Are there any rules about building something like this in our growth area?

Jeremy Pate: No sir.

Alderman Reynolds: The County has the right to do whatever they want to do?

Jeremy Pate: That's correct.

Alderman Reynolds: If we take that in we are going to get that some day.

Jeremy Pate: Yes sir, if we annex that property.

City Attorney Kit Williams: I need to advise you that when we are dealing with cell towers there are federal laws that restrict the powers of cities to deny cell towers. We also are allowed to have reasonable regulations which we tried to put into the code. In looking at the code there was not another tower under construction or existing and therefore my advice to the Planning Commission on that night is that we did not have a legal right to turn down with a single citizen complaining and the rest of the complaining being the other cell tower company. We can consider some esthetics. That has to be supported by a lot of evidence before it is reasonable for a city to turn down a cell tower application. I would have great difficulty in finding when looking at our Unified Development Code grounds to turn down this particular application because there is not an existing tower. When it was considered by the Planning Commission there was not any hint of construction at that time because it had not been approved. My recommendation would be to follow what the Planning staff recommended that the tower that was first proposed and went through our process and has met the terms and conditions of this particular chapter. I support the Planning staff's recommendation of approval of that conditional use.

Alderman Lucas: I was one of the ones that signed the appeal. At that time I did not know all of this and I thought it was worth an appeal to hear all the facts. I think there is not much we can

do about the one in the county. I think the one in the city has met all of the requirements so I will not support the appeal.

Alderman Jordan: If I had to bring the appeal forward again I would simply because I didn't know. When you look at two cell towers together you think why do we need two of these together. If you look at it realistically the one in the county is going to go up one way or the other. The one in the City; if our attorney advises that it would be shaky to turn it down then I don't see much recourse than to deny the appeal.

Alderman Lucas: We might look at the Planning area to see if there is something we can do to see that this doesn't happen again.

Jeremy Pate: We don't have any jurisdiction under state statute to do that but Washington County now has zoning. In speaking with the Washington County Planner, from now on a cell tower will take a conditional use permit in the county. The Washington County Planning Ward will be evaluating those under the Conditional Use Permit process. So at least there will be a process in place.

Alderman Lucas: I know we do streets in the planning area, there's nothing we can bring forward for cell towers?

Jeremy Pate: No Ma'am.

Alderman Ferrell: Jeremy, the way it is right now, there will be a tower constructed in the county and then if we deny the appeal there will be one constructed in the city.

Jeremy Pate: Yes sir.

Alderman Lucas moved to deny the appeal. Alderman Reynolds seconded the motion. Upon roll call the motion passed 5-1. Alderman Ferrell voting no. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

Community Access Television Contract Renewal: A resolution approving a contract in the amount of $93,000 with Community Access Television, Inc., to operate the public access television channel throughout 2007.

Susan Thomas, Public Information and Policy Advisor gave a brief explanation of the contract.

Alderman Ferrell: I asked about an amendment to the proposed contract. I am concerned about what a citizen turns on and looks at or a child or visitor to this city.

Alderman Ferrell read his amendment that was previously submitted to the Council titled Section #14.

Alderman Thiel: I don't have a problem with adding this section, however, I will say that I watched the Telecommunications Board meeting which reciprocated this and I really did not see what I found to be anything that necessitated this. I respect Alderman Ferrell's concern about the public perception of these committees that everyone should be respectful of everyone.

Alderman Allen: I respect your concerns Alderman Ferrell. I do think that confrontations can be interpreted in a lot of different ways and I wonder how this would be judged.

City Attorney Kit Williams: It would be judged by the City Council so if staff felt that they needed to bring something to you that would justify saying that they were in breech of contract it would be up to you to decide whether or not the conduct that the staff complained about or someone complained about was sufficient in your eyes to decide that they had breeched the contract.

Alderman Allen: So to actually watch and be kind of a jury to decide whether or not it was contentious?

City Attorney Kit Williams: You wouldn't want to decide whether or not it was contentious but whether it was rude or disrespectful. It would be your decision.

Susan Thomas: I think we have made some substantial improvements last year as far as communication and getting along. I think there is a long way to go. I think that with the substantial equipment changes that we are proposing in the next year along with some substantial structural changes I hope this is the last time we have to discuss behavior issues with the Peg Center in front of the Council.

Mayor Coody: It was a productive meeting this morning between the CAT staff and the government channel staff and apparently it was amicable. The working class folks that actually run the cameras and do the production work get along real well.

Alderman Allen: It seems a bit ironic to me for us to be judging the speech of the free speech. I guess I don't clearly understand what happened that was so contentious. Is it so aggress that we can not bring it forward and speak of it?

Alderman Ferrell: There was a round table discussion and I think when we are in that public persona we need to have our best foot forward. I have had a lot of comments from people concerning this and most of them have feelings about this and most of them are supportive of it. I am only addressing one thing; I am asking if we can resolve this very easily.

Sky Blaylock, CAT: I just wanted to say how much we appreciate the city's funding and the wonderful facility that we have. We have one of the best and oldest Public Access facilities in the country. We have state of the art equipment; we are able to train people to get jobs, to communicate and to be tolerant. I still need to listen and that is something that I have been working on. I would like you to know that next year is going to be the best ever.

Scott McClendon, attorney for CAT: You as a City Council need to realize the Telecom Board approved the contract, they deal with this every month. It did not contain any sort of play nice clause. Apparently the people that were concerned about having been wronged in this episode are not complaining. That is my main point. If you watch the video of any of these meetings there has been nothing that would anywhere come close to being rude or disrespectful even if those terms had any sort of legally binding or enforceable definition. The best thing that you could do for the Telecom Board and anybody that appears before it is buy them a copy of Roberts Rules of Order and give them the authority to enforce those rules. Those debates need to

be controlled some people do not have a problem doing that but some of your appointed volunteer boards do. This particular contract clause is also kind of one sided; CAT is the only entity that can be found at fault under this and create a breach of the contact. This is bound to lead to litigation if you leave it in there because somebody is going to do something that hurts somebody's feelings and we are going to end up here again and I know that none of you want that. I don't want it; I am not getting paid for this. I would recommend that you adopt the contract as it was originally presented on the agenda by the Telecom Board absent Section 14.

Mayor Coody: Marvin do you have anything to add?

Marvin Hilton, Cable Administrator: Not really, I would just like to move on. Does anyone have a question?

Mayor Coody: Are you going to make an effort to do better next year?

Marvin Hilton: Oh sure absolutely. I am going to do as well as I can.

Mayor Coody: So basically I think we have heard the same thing from both parties. Whether we pass the amendment or not, I think it is going to improve. So whatever you guys want to do is fine.

Alderman Ferrell moved to amend the contract with the insertion of Section #14 the way that he read it. Alderman Reynolds seconded the motion.

City Attorney Kit Williams: The reason it addresses only CAT is because that is who we are contracting with, you can't put other people in and expect to have any power over them besides we already have supervisory power over city employees and city officials. What we don't have any power over, unless it is in this contract, are our independent contractors. That is why nobody else was listed in here, only CAT their Board members and employees.

Alderman Jordan: I have run a lot of meetings, whatever we put in the contract it still goes back to the individual that is in charge of the meeting, it just does, that is just the way it is. If I am running a meeting and I feel that someone is out of line it is my job as the chair and that is according to Roberts Rules of Order. The chair is the chair and the chair is in charge and sometimes he does not like being in charge and sometimes he has to say things he does not like to say but he has to maintain control of that meeting. That is your job as the chair and you may not like that and if you can't you need to vacate that chair. Whatever is passed tonight will only be as good as the authority that the person takes that is in charge of that meeting. That is the bottom line.

Mayor Coody: That's exactly right.

Alderman Lucas: I agree with that generally but the Telecom Board is volunteers that come forward and volunteer to serve the city and they deserve respect. They should not have to ride herd especially on people that are employed by the city and people that have a contract with the city. They deserve respect because they volunteer their time to work for the city and I appreciate that and admire that. I regret that circumstances brought this forward but I think it is very important that we pass this amendment.

Tim Smith: I have been associated with CAT as a producer for the last two years. I rise in opposition to this amendment. I feel like this is not specific enough, it is too wide open. I believe in individual accountability, if an individual messes up and an individual does something, that individual needs to be held accountable. It could be too easy to be arbitrary with this, use a comment that someone doesn't agree with brand that and then the whole deal is flushed down the toilet. I find this too wide open, I think you need to throw out the amendment and stay with the contract as CAT has proved over the years to be very effective and to do a good job. Disagreements occur, people are going to disagree and that is healthy. The worse thing I see in these governmental meetings is everybody slapping each other on the back and playing games. We need to talk, we need to dialogue, we need to get out there and let people know what is going on and not play these games. I think it is a healthy thing and that is why I rise in opposition to this.

Paula Marinoni, resident of Fayetteville: Many people know me from Community Access Television from the shows that I have done. I have probably done about 100 shows. I think they are positive, I think they contribute to the community and I hope people learn something from it. I learn from a lot of shut-ins who watch Community Access Television and who the shows mean a lot to. I had my first Community Access show back in 1970. This fighting has been going on for eight years. This is an on going thing; Community Access is not the problem. If any manager watched what was going on they would see what the problem was and they would take care of it. You said the only way you can address this is through them because you have an agreement with them but you are the administration over the people who work for the city. At one point it was so hostile that I hated walking into that building and I quit filming for about four or five years. It is a hostile work environment that is being presented by the way it is set up; they shouldn't have to work that way. If you would take that off of them and let them be creative and let them attract good people. People do not want to be on the Telecom Board because of that environment. People do not want to come and produce films because of that environment. You are spending money that is not being used to its fullest potential because they are continually choking these people. I tell the people that call me that if they enjoy the shows that I do please do me a favor and call Community Access Television and tell them thank you because all they get is abuse from the city that is a perception. I am sorry that is the perception but year after year does anybody ever tell them thank you? I take offense to that being in there, I think it is arbitrary, how do you enforce it, Marvin will be down their throats. You are creating and allowing a hostile environment to persist and you are keeping positive programming from the citizens of Fayetteville because you are not allowing them to do their jobs.

Alderman Allen: I think it is just such an irony that we are trying to make sure that the CAT Board is not saying anything inappropriate when the whole purpose of the CAT Board is free speech. It concerns me that we would be trying to monitor what is offensive and what is not. We always have access to the remote. I have tried to find what is offensive on the CAT channel because I am up real late at night. I think there are some things that are real stupid but not anything that I am offended by but that is in my eyes. I think that becomes a complicated thing. I really appreciate Alderman Ferrell's feelings about this and I am not trying to lessen them in any way. My hope would be that maybe just this conversation would take care of the problem. Maybe that would be a way for the people to be aware of the fact that it is problematic and that we do all want to be more dignified in the way we treat each other.

Alderman Ferrell: I didn't just jump up and do this

Alderman Allen: I am sure you didn't. I didn't mean to be putting it down.

Alderman Ferrell: You didn't. I made inquiries from city staff about what is going on, and then I had people start telling me. This is not something new. Kit said in the past there was a problem on the air with meetings and that it had to be addressed. I can share your idea of the irony. I have never said a word about the programming. I think this can be a tool for the Telecom chair.

Alderman Thiel: I think there does need to be something changed, I just don't know if this is necessarily it. The Telecom Board recommended this contract before this amendment was made. I think there is entirely too much oversight. I don't see any nonprofit that we fund in this list that we have any type of oversight like this. I just don't think this is necessary. I think there are a lot of issues that have improved. I think Susan Thomas has been very active in trying to get everyone together down there. I think some of the things Paul Marinoni alluded to are an issue. It does not matter who the provider is, who the director is, for the last so many years there has been a problem. By signing off on this I think we are saying that the public access provider is the bad guy in this. We are changing a contract that came from the committee that you are saying is being offended by this. I hate to differ with you on this but based on those things I will vote against this. I just don't know that this is necessarily the best way and it sends a message that I don't think I want sent from me.

Alderman Jordan: The Telecom Board was in charge of that specific meeting. You can pass whatever you want to pass but it still comes back to someone being in charge of the meeting.

Mayor Coody: Regardless if this passes or fails, I feel certain we will see improvement. We have had assurances tonight that there is improvement on the way and they are going to do better in 2007. The CAT programming and the process has gotten better because we use to get complaints all the time and those complaints have dropped off. I think just bringing this up and discussing it and getting confirmation that everyone will work better together this is going to be as good as the amendment if the amendment does not pass.

Upon roll call the motion to amend failed 3-3. Alderman Ferrell, Lucas and Reynolds voting yes. Alderman Jordan, Thiel and Allen voting no. Mayor Coody chose not to vote to break the tie therefore the amendment failed. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

The Amendment Failed

Alderman Jordan moved to approve the resolution. Alderman Allen seconded the motion. Upon roll call the resolution passed 5-2. Mayor Coody voted yes to pass the resolution. Alderman Lucas, Jordan, Thiel and Allen voting yes. Alderman Ferrell and Reynolds voting no. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

Resolution 218-06 as Recorded in the Office of the City Clerk.

Fayetteville Downtown Partners Contract: An ordinance waiving the requirements of formal competitive bidding and approving a contract for services with Fayetteville Downtown Partners in the amount of $40,000 to assist in the implementation of the Downtown Master Plan.

City Attorney Kit Williams read the ordinance.

Tim Conklin, Planning and Program Development Director gave a description of the contract. He stated the funding for this is to help implement the Downtown Master Plan. This is the final year; the funding is coming from the Wilson Springs sale proceeds. It was included in the budget that was adopted this evening.

Alderman Thiel: I support this. I think they have done a great job and I am pleased with what they are providing the City for the funding. Because the funding amount is half of what it was last year, I support going ahead and making the amendment that we pay them all at the beginning because that is the same amount we paid at the beginning of last year.

Alderman Ferrell asked Fayetteville Downtown Partners, what are your occurring revenues that are going to keep you afloat for the other three quarters? In your planning why do you have to have this money in the first part if you knew you had the whole year?

Daniel Hintz, Executive Director of Fayetteville Downtown Partners: Many of the services they are asking us to do were within the first five to six months of the year. We can provide the services as we have done to your satisfaction and we are committed to providing every component that the City is asking for us.

He went on to describe the details of the contract.

Alderman Ferrell: You do have recurring secured funding to keep you going the rest of the year?

Daniel Hintz: Yes, we would continue to apply for grants, A& P funding for the Fayetteville Arts Festival so we can continue providing those services and apply for grants for the Arkansas Arts Council. We are currently under negotiations and several contracts for services with different entities to provide specific services for the downtown area.

Alderman Ferrell: Are you saying in most of the income you are expecting for the rest of the year will come from contracts for services?

Daniel Hintz: Fayetteville Downtown Partners is looking at foundational funding. We are currently under negotiations with several different entities to provide more funding for specific deliverables. A lot of our services will be paid for services.

Alderman Ferrell: You don't have any money promised?

Daniel Hintz: No, but we are currently under negotiation with several contracts and writing grants.

Alderman Allen: Where did you grow up?

Daniel Hintz: Milwaukee, Wisconsin.

Alderman Allen: I think the verbiage is complicating and I am hoping that maybe you can be more specific in what it is that you are trying to do through the Downtown Partners.

Daniel Hintz: Certainly, and as more things come on with the Downtown Master Plan we can be more specific. All that is going through Planning Commission and Ordinance Review, those are deliverables that are being made more and more clear as the Master Plan manifests itself.

Alderman Thiel: The Ordinance Review Committee has seen Daniel a lot because he has really been beneficial. In my experience they have been very helpful.

Tim Conklin: I would agree with Alderman Thiel. Downtown Partners has provided research on outdoor cafes and dining's, etc. and helped to provide support and set up meetings with neighborhood associations.

Alderman Allen: I think the verbiage is confusing to the general public.

Tim Conklin: That has been a challenge for City and staff to explain some of the goals because experienced based economy is part of the Downtown Master Plan goals.

Alderman Allen: I was not meaning in any way to put down the work that you have done or it's validity. I was just suggesting that I thought that might eliminate some confusion.

Daniel Hintz: Communication of complex ideas is not the easiest thing to do. It is a significant goal of ours as a non profit organization to strengthen our business practices in order for us to have that based funding every single year. We can tell you that this is a continued priority for the organization.

Alderman Ferrell: I hope you do it. I have real reservations about the planning of starting out with just enough money to get by but I do remember the positive things that you have done. I remember observing this and I'll support this.

Alderman Lucas: I was very skeptical of supporting Fayetteville Downtown Partners early on because I thought there were other areas in the city that could use an organization like that to promote them. I have been very impressed with what you have been doing. I also realize that you are supposed to be self sufficient. Do you not have any business memberships that come in every year?

Daniel Hintz: We have chosen not to be a membership organization because some of the conversations we had very early on with the Chamber of Commerce and other membership organizations. We are here for public benefit and we wanted to make sure we didn't confine our scope of work to a very specific sector because downtown has so many constituents that if we were a membership organization, we would have to define ourselves by that membership. In response to the self sufficient question, the first year the $150,000 we received was 67% of our budget. We made it this year and the City Contract was 47% of our budget. We hopefully provided all the services the city required of us in the contract.

Mayor Coody: Are you closer to the Business Improvement District?

Daniel Hintz: This is very much about a face to face process. We are working on it at this point. We are at about 34% of the total assessed value or 65 petitions out of the 328 property owners and we continue to get in petitions. We will continue this process until either the property owners say no or we get it done.

Alderman Thiel moved to amend Section 7 of the ordinance. Alderman Reynolds seconded the motion. Upon roll call the motion to amend passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

City Attorney Kit Williams read the ordinance.

Alderman Jordan moved to suspend the rules and go to the third and final reading. Alderman Reynolds seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

City Attorney Kit Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

Ordinance 4965 as Recorded in the Office of the City Clerk

New World Systems - Handheld Electronic Ticketing Devices: A resolution approving a revised contract for the purchase of handheld electronic ticketing devices, software, and software maintenance from New World Systems Corp. in the amount of $195,525; and approving the associated budget adjustments.

Mayor Coody asked if the Council had any questions for Tracy Risley.

There were no questions or comments.

Alderman Jordan moved to approve the resolution. Alderman Lucas seconded the motion. Upon roll call the resolution passed 6-0. Alderman Rhoads was absent during the vote. Alderman Cook was absent.

Resolution 219-06 as Recorded in the Office of the City Clerk.

Mayor Coody presented Alderman Reynolds with a plaque which expressed appreciation of his service to the City of Fayetteville. He thanked him for all the time that he put into our town and for making it the great town that it is.

Alderman Ferrell thanked Alderman Reynolds for his service and for taking him under his wing after he was elected. He stated we are going to miss you.

Alderman Thiel: I'll second that.

Alderman Reynolds: Thank you all, I appreciate it. I am going to miss it. I have had a lot of good times up here and I've seen a lot of things go on in the last 14 years; a lot of growth and changes; but they have all been good. I just want to make sure that you guys follow through on the bond issue for the roads, the sewer plant, and make sure you get a business license passed please. I have enjoyed it.

Meeting adjourned at 11:15 PM

Dan Coody, Mayor

Sondra Smith, City Clerk/Treasurer

Added at the City Council Meeting 1-16-07

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

1-16-07
City Council Meeting Date

John Goddard	Information Technology	FISD
Submitted By	Division	Department

Action Required:

Approval of agreement with Northwest Arkansas Regional Planning Commission, Pupose: Intent to purchase 2 foot contours for 126 Square Miles within and around the City of Fayetteville. Cost for this product is $17, 892.00

$17,892.00	$ 122,629.00	Geographic Information System
Cost of this request	Category / Project Budget	Program Category / Project Name
4470-9470-5801.00	$ -	Other Capital Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02055	$ 122,629.00	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] Budget Adjustment Attached [ ]

Paul A. Becker — 1-16-07
Department Director — Date

Kit Williams — 1-16-07
City Attorney — Date

Paul A. Becker — 1-16-07
Finance and Internal Service Director — Date

Don Reedy — 1/16/07
Mayor — Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office
ENTERED
1-16-07 4p

Received in Mayor's Office
ENTERED
1/16/07 4pm

Comments:

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION TO PURCHASE GIS DATA FOR 126 SQUARE MILES WITHIN AND AROUND THE CITY OF FAYETTEVILLE FOR $17,892.00

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 Letter of Intent, Attachment "D" to the Contract for Benton and Washington County's Aerial Imagery Project in the amount of $17,892.00.

PASSED and **APPROVED** this 16th day of January, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

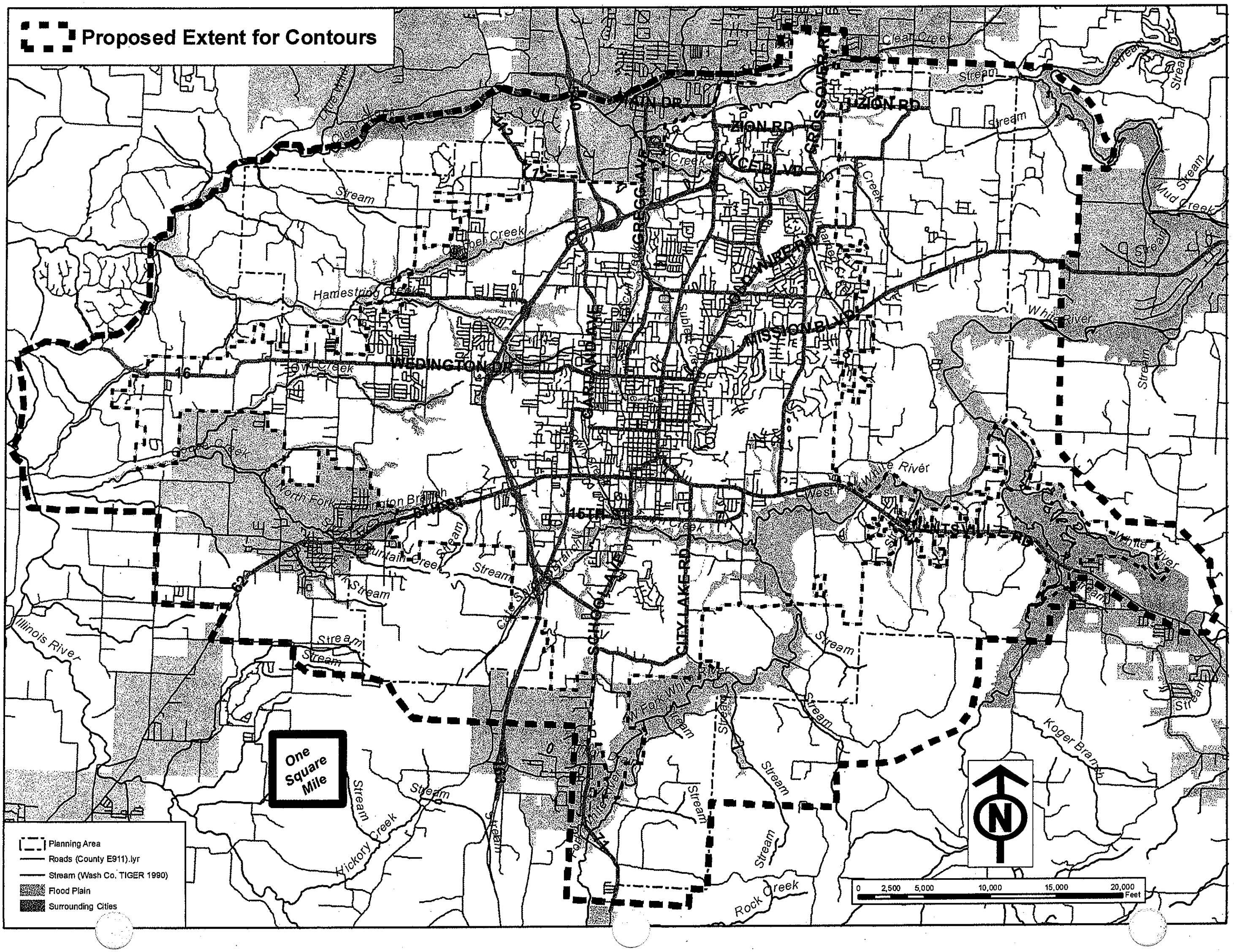
By: _____
SONDRA SMITH, City Clerk

Letter of Intent

to the Northwest Arkansas Regional Planning Commission

The City of Fayetteville would like to acquire two foot contour lines generated from the 2007 Aerial imagery as provided in the contract between the Northwest Arkansas Planning Commissionby and Pinnacle Mapping Technologies, Inc., dated November 20, 2006. The City of Fayetteville would like to participate in the Phase II, Option 1b . under attachement D in that contract. This option stipulates the creation of a Digital Elevation Model and 2 foot contours at a price of $142.00 per Square Mile. The City of Fayetteville would like to have 126 Square Miles of contours created covering contiguous area shown on the attached map for a total cost of $17,892.00

Dan Coody, Mayor Date


Proposed Extent for Contours
WEDINGTON DR
ZION RD
CROSSOVER RD
JOYCE BLVD
DOWNER RD
MISSION BLVD
CARAWAY RD
SCHOOL LAKE RD
CITY LAKE RD
WHITESVILLE RD
16TH ST
Clear Creek
Little White
Stream
Hamestring Creek
Sublett Creek
Cato Creek
Mud Creek
White River
West Fork White River
North Fork Illington Branch
Illington Branch
Fountain Creek
Illinois River
Kickory Creek
Koger Branch
Rock Creek
One Square Mile
Planning Area
Roads (County E911).lyr
Stream (Wash Co. TIGER 1990)
Flood Plain
Surrounding Cities
0 2,500 5,000 10,000 15,000 20,000 Feet

ATTACHMENT D

COMPENSATION AND TIME TABLE OF COMPLETION

Base Bid Cost – Phase I

The following item is the scheduled product for the contract.

12" and 6" resolution based on map and shapefiles provided $_159,345.00_
(Approximately 1500 sq mi of 6", approximately 360 sq mil of 12")

At a minimum, digital orthos shall be delivered in the following formats:

i. Geo-tiff (projection information embedded in the tiff image header) a tfw for each image shall be supplied as well in quarter-quarter-quarter quadrangle format for 6" imagery and quarter-quarter quad for 12" imagery.

ii. Mr. SID generation 2.0 (compressed 20:1) and "world file" (sdw) for each image shall be supplied in a USGS quarter quad format for 6" imagery and quad format for 12" imagery.

iii. Mr. SID generation 2.0 mosaic of each individual county with a one image individual county overlap (an sdw for each image shall be supplied as well) compressed approximately 50:1.

iv. Mr. SID generation 2.0 mosaic of entire project area and world file approximately 50:1 with a minimum number of tiles.

v. Additional formats may be requested.

Contract prices include all applicable taxes.

Phase II - ADDITIONAL DELIVERABLES

Option 1 - Digital elevation model, 2' contours per square mile

a. Cost (less than 20 continuous sq mi).....$__145.00__ per Sq Mi
b. Cost (20 or more continuous sq mi).....$__142.00__ per Sq Mi

Phase III – ADDITIONAL DELIVERABLES

Option 2 - Planimetric data according to specifications

a. Cost (less than 20 continuous sq mi).....$__432.00_____ per Sq Mi
b. Cost (20 or more continuous sq mi).....$__430.00_____ per Sq Mi

Phase II and III Combined

Option 3 - Planimetric data according to specifications and contours

a. Cost (less than 20 continuous sq mi).....$__450.00_____ per Sq Mi
b. Cost (20 or more continuous sq mi).....$__446.00_____ per Sq Mi

Phase II and/or Phase III items can be added as an addendum for a period of 180 days upon signing of the contract.

CONTRACT
Benton and Washington County's Aerial Imagery Project

This Agreement, made and entered into this 20 day of November, 2006, by and between the Northwest Arkansas Regional Planning Commission, hereinafter referred to as NWARPC, and Pinnacle Mapping Technologies, Inc., hereinafter referred to as "Contractor," WITNESSETH:

1. Contract Documents. The following listed attachments/documents are hereby made a part of this agreement set forth word for word herein.

a. Attachment A. General Conditions of the Contract Scope of Work
b. Attachment B. Scope of Work
c. Attachment C. Deliverables
d. Attachment D. Time Table of Completion and Compensation

2. Contractor Services. Contractor agrees to perform such services as are set forth in the contract documents.

3. Compensation. NWARPC agrees to compensate contractor for the services performed, in an amount not to exceed that compensation as set forth in Attachment D.

4. Time is of the essence in the execution of this contract. Contractor expressly recognizes that in the performance of their obligations, NWARPC and partners, is relying on timely performance and will schedule operations in reliance upon timely performance by contractor and may sustain substantial losses by reason of any failure of timely performance.

5. This Agreement, including Attachments and proposal is the entire agreement of the parties. The Agreement may be modified only by written agreement signed by both parties.
In Witness Whereof, the parties have hereunto set their hand this day of November 20, 2006.

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
By:_____

Title:_____

ATTEST:

_____

ATTEST:

_____

Title:

PINNACLE MAPPING TECHNOLOGIES, INC

_____

Title:_____

ATTACHMENT A
GENERAL CONDITIONS OF THE CONTRACT

1.0 SCOPE.

These General Conditions will be a part of the contract. The work will be performed and completed in full compliance therewith.

2.0 DEFINITIONS.

The NWARPC referred to herein is the NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION. The Contractor is the firm or corporation with whom the NWARPC has entered into the contract.

3.0 INTENT OF CONTRACT DOCUMENTS.

The contract documents comprise the entire agreement between NWARPC and Contractor concerning the work. They may be altered only by a Change Order that is executed by both parties in writing.

4.0 COMMENCEMENT.

In order to allow the completion of this project within needs of the NWARPC, the Contractor is required to commence work under this contract within ten (10) calendar days of receipt of Notice to Proceed of this contract. In order to meet this schedule, the Contractor is required to deliver executed contracts, and certificates of insurance to the NWARPC within ten (10) calendar days of receipt of Notice to Proceed of the contract.

5.0 SCHEDULE.

The planned project schedule is as follows:

November 20, 2006	Contractor to deliver executed contracts, and certificates of insurance. Conduct pre-work conference.
November 20, 2006	Approval of Contract by NWARPC
November 20, 2006	Issue Notice to Proceed
March 1, 2007	Deliver Orthophotography Washington County
March 15, 2007	Deliver Orthophotography Benton County
April 15, 2007	Deliver all Ortho Products, Data Models, Etc.
June 1, 2007	Delivery of Contour Data(subject to addendum for specific entity)
July 1, 2007	Delivery of Planimetric Data(subject to addendum for specific entity)

ATTACHMENT A
GENERAL CONDITIONS

1.0 Notice to Proceed. The Contractor shall commence work under the terms of this contract within ten (10) calendar days of receipt of Notice to Proceed issued by the NWARPC.

2.0 Standard of Performance. Accuracy, thoroughness and scheduled progress of this work are essential in the execution of this contract. Contractor is charged with the duty to make himself/herself aware of the difficulties involved in its execution and of contingencies which may arise. Further, Contractor shall ensure that his personnel, plant, equipment, transportation facilities, and supply of materials are adequate to guarantee full compliance with all provisions of the contract.

3.0 Delivery of Work. The Contractor shall deliver work to the NWARPC as soon after completion as possible to allow prompt inspection so that any nonconformity with the specifications can be detected at the earliest possible date and corrected as other work progresses. Priority shall be given to ortho-photoquad production and delivery for Washington County.

4.0 Completion of Work. Completion of work shall include acceptable performance by the Contractor, as determined by the NWARPC, and shall include delivery of all aerial photography, index maps, computations, reports, DEM/DTM, contour data, backup and all other data and material compiled or assembled as part of this contract.

5.0 Deliveries. Each delivery will be hand delivered or mailed to John McLarty, GIS Coordinator, 1311 Clayton St, Springdale, Arkansas 72762. Deliveries will be accompanied by a properly numbered, dated, and signed letter or shipping form, in duplicate, listing the materials being transmitted.

6.0 Contractor Liability Insurance. The Contractor will purchase and maintain such comprehensive general liability and other insurance as to provide protection from all claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts.

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees.

c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employee.

d. Claims for damages insured by personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person for any other reason.

e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.

f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this section will include the specific coverage and be written for not less than the limits of liability and coverage provided for herein or required by law, whichever is greater. The comprehensive general liability insurance will include completed operations insurance. All such insurance will contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to the NWARPC. All such insurance will remain in effect until final payment and at all times thereafter when Contractor will maintain such completed operations insurance for at least one year after final payment and furnish NWARPC with evidence of continuation of such insurance at final payment and one year thereafter.

6.1 Contractual Liability Insurance. The comprehensive general liability insurance required above will include contractual liability insurance applicable to Contractors.

6.2 Insurance Amount. As required by the previous Sections, Contractor's General Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than $1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000.00 due to one accident, and Contractor's Property Damage Insurance in an amount not less than $1,000,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

6.3 Acceptance of Insurance. If NWARPC has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Contractor in accordance with Section 6.0 on the basis of it not complying with the contract document, NWARPC will notify Contractor in writing thereof within ten (10) days of the date of delivery. The Contractor shall provide to the NWARPC such additional information in respect of insurance provided by him as the other may reasonably request.

7.0 Superintendence. The Contractor shall designate an official with full supervisory and disciplinary authority over all personnel assigned under this contract. This official will be responsible for maintaining fully staffed and equipped forces and for affording liaison between Contractor and the NWARPC.

7.1 Personnel. The photogrammetry and mapping personnel furnished under this contract will be qualified and capable of performing their assigned duties. The Contractor will remove from the job any employee who does not perform work in an accurate, expeditious, and workmanlike manner, or whose removal is requested by the NWARPC.

7.2 Site Investigation and Representations. The contractor assumes responsibility of all investigations as to the nature and location of the work, the general local condition, particularly those bearing upon transportation and the availability of roads and airports, the uncertainties of

weather and flood stages, the topography and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work, and all other matters upon which information is reasonably attainable and which can in any way affect the work or the cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him of responsibility for estimating properly the difficulty or cost of successfully performing the work. The NWARPC assumes no responsibility for understanding or representation made by any of its officers or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract and (2) the contract expressly provides that the responsibility thereof is assumed by the NWARPC.

7.3 Quality of Materials. All materials, supplies, or articles required for work which are not covered by detailed specifications herein shall be standard products of reputable manufacturer and entirely suitable for the purpose.

8.0 LAWS AND REGULATIONS.

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If Contractor observes that the Specifications are at variance therewith, Contractor shall give NWARPC prompt written notice thereof, and any necessary changes will be made by an appropriate modification.

8.1 Liability of the Contractor. The Contractor will be responsible for ensuring that his employees strictly observe the laws and ordinances of the United States, the State of Arkansas, Washington County, Benton County, and the Municipalities affecting operations under the contract. He will comply with the laws of the United States and of the various states as to the aircraft operations and the licensing of pilots, mechanics, and other personnel. It is further understood and agreed that the Contractor assumes full responsibility for the safety of his employees, plants, and materials. The Contractor will assume all risks in connection with performance and delivery of the work, and will be liable for and save the NWARPC harmless from any and all damages to persons and properties. Contractor agrees to bear all risk of loss until NWARPC accepts the work. Breach of this contract by either party shall have no effect on the provisions of this contract allocating risk or loss or damage. The personnel furnished under this contract will be qualified and capable of performing their assigned duties. The Contractor will remove from the job any employee who does not perform work in an accurate expeditious and workmanlike manner, or whose removal is requested by the NWARPC.

8.2 Right-of-Entry. The Contractor will obtain all rights-of-entry and work permits as may be necessary for access to or performance of work upon properties not owned or subordinated to such rights by the NWARPC.

8.3 Subcontractors. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this contract, to insure fulfillment of all contractual provisions by subcontractors. If for sufficient reasons, at any time during the process of work, the Contracting Official determines that any Subcontractor is incompetent or is not performing the subcontract work in an acceptable manner, he will notify the Contractor in writing accordingly and immediate steps will be taken by the Contractor to obtain acceptable performance or for cancellation of such subcontract. Subletting by subcontractors will be subject to the same

requirements as the Contractor. Nothing contained in this contract will be construed to create any contractual relation between any subcontractor and the NWARPC.

8.4 Safety and Protection. Contractor will be responsible for initiating and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

a. All employees on the work and other persons who may be affected thereby;

b. All the work and all materials to be incorporated therein, whether in storage on or off the site;

c. Other property at the sites or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities; and

d. Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and will erect and maintain all necessary safeguards for such safety and protection.

8. 5 Controlling Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Contractor shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Arkansas, and the City and jurisdictions in which work shall be performed. The parties agree that venue for any alleged breach of this Agreement shall be in Benton County, Arkansas. If any provision of this Agreement conflicts with any law of the State of Arkansas or requirement imposed by law or regulation upon Counties or County Officials in the state of Arkansas, then the Arkansas law controls, including but not limited to, County Purchasing laws (Ark. Code Ann. Sections 14-22-101 et seq.) and the Freedom of Information Act (Ark Code Ann. Sections 25-19-101 et seq.).

9.0 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless NWARPC and its agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any act or omission of Contractor. This clause is not to be construed in any form or manner to waive any Tort Immunity set forth under Arkansas Law.

9.1 In any and all claims against NWARPC or any of its agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein will not be limited in any way by the amount or type of damages, compensation or

benefits payable by or for Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.2 Each of the provisions contained hereinabove requiring indemnification of NWARPC and its agents and employees shall apply with equal force and effect to require Contractor to indemnify any county or municipal government, as well as the officers, agents or employees of any such county or municipal government, in Benton and Washington County, Arkansas. This provision does not waive any tort immunity enjoyed by said governments, their officers, agents or employees.

10.0 CHANGE ORDERS.

Without invalidating the agreement, NWARPC may at any time propose additions, deletions or revisions in the work; these will be authorized by Change Orders approved and signed by both parties. Upon receipt of a Change Order, Contractor will proceed with the work involved. All such work will be executed under the applicable conditions of the contract documents. If any Change Order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made subject to approval by the NWARPC's governing body or authorized representative.

NWARPC may authorize minor changes in the work not involving an adjustment in the contract price or the contract time, which are consistent with the overall intent of the contract documents. These may be accomplished by a field order and will be binding on NWARPC, and also on Contractor who will perform the change promptly. If a field order justifies a change in the contract price or contract time, a change order shall be required.

10.1 Change of Contract Price. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be changed only at his expense without change in the contract price.

The Contract Price may only be changed by a Change Order executed by both parties. Any request or proposal for an increase in the contract price will be based on written notice delivered to NWARPC within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data will be delivered within forty-five (45) days of such occurrence unless NWARPC allows an additional period of time to ascertain accurate cost data.

10.2 Change of the Contract Time. The Contract Time may only be changed by a Change Order. Any request or proposal for an extension in the Contract Time will be based on written notice delivered to NWARPC within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the request or proposal with supporting data will be delivered within forty-five (45) days of such occurrence unless NWARPC allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim will be incorporated in a Change Order, approved by both parties.

11.0 WARRANTY AND GUARANTEE.

Contractor warrants and guarantees to NWARPC that all work will be in accordance with the contract documents and will not be defective. Prompt notice of all defects will be

given to Contractor. All defective work may be rejected, corrected or accepted with an appropriate reduction in the contract price.

11.1 One Year Correction Period. If, within one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be defective, Contractor shall promptly, without cost to NWARPC and in accordance with NWARPC's written instructions, correct such defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, NWARPC may have the defective or rejected work replaced, and all direct and indirect costs of such correction, removal and replacement, including compensation for additional professional services, will be paid by Contractor.

12.0 LIQUIDATED DAMAGES.

It is hereby understood and mutually agreed, by and between the Contractor and NWARPC, that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract will be commenced on a date to be specified in the Notice to Proceed. The Contractor agrees that said work will be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.

12.1 If the said Contractor should neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the NWARPC, then the Contractor does hereby agree, as a part of consideration for the awarding of this contract, to pay the NWARPC the amount specified in Attachment C, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor will be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the NWARPC because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the NWARPC would in such event sustain, and said amount is agreed to be the amount of damage which the NWARPC and partners would sustain.

13.0 TERMINATION AND ASSIGNMENT.

The NWARPC reserves the right to terminate this contract at any time with 30 days notice. If the contractor is terminated, payment will be made to Contractor in the amount sufficient to compensate Contractor for actual work performed. This contract shall not be assigned without the express written approval of the NWARPC.

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, not be enforced or be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.0 PROGRESS REPORT.

The Contractor shall submit a bi-weekly progress report to the NWARPC on or before the lst and 15th day of each month. The reports will summarize the status of each phase of the project and the progress on each phase of the project during the previous month.

15.0 PAYMENT.

Payment requests may be made by the contractor on a necessary basis in accordance with Attachment D. Payment requests must be submitted by the l0th day of the month following the month(s) in which the work was completed. The percentage of work on which payment is requested shall coincide with the progress report and schedule contained in Attachment D. The Contractor shall submit pertinent data to support the pay request. The NWARPC may request additional data to support the payment request and/or may visit the Contractor's place of business to inspect the work product.

Invoices shall be prepared and submitted to Northwest Arkansas Regional Planning Commission, Attn: John McLarty, 1311 Clayton Street, Springdale, AR 72762. Products included under the contract shall be delivered on a schedule to be agreed upon with NWARPC representatives. Upon acceptance of each product by the NWARPC, the Contractor may submit invoices for payments in accordance with a schedule to be negotiated. The NWARPC will evaluate and accept or reject products for the purposes of payment and determination of liquidated damages or bonus within 45 calendar days of receipt of the deliverable products. The NWARPC will remit payment within 45 calendar days of approved final product. Payments will be made for accepted products only, and will not be made for work in progress.

NWARPC may refuse to pay in whole or any part of any request for payment if, in the NWARPC's opinion, it would be incorrect to make such payment to the Contractor because subsequently discovered evidence or the results of subsequent inspections indicate that previous payments made were excessive and/or to protect NWARPC from loss because:

a. The work is defective or completed work has been damaged, requiring correction or replacement,

b. Written claims have been made against NWARPC or liens have been filed in connection with the work,

c. The contract price has been reduced because of modification(s),

d. NWARPC has been required to correct defective work or complete the work,

e. Of Contractor's unsatisfactory prosecution of the work in accordance with the contract documents, or

f. Of Contractor's failure to make payments to subcontractors, or for labor, materials, or equipment.

16.0 BILLING

Billings shall be submitted in such a form to indicate the phase to which a charge applies and reference the appropriate cost estimate matrix.

17.0 PROPRIETARY WORK PRODUCT.

All work products of this contract are proprietary and are the property of the NWARPC and its partners. It may not be utilized for any purpose except the fulfillment of this contract without written permission from the NWARPC.

18.0 PERFORMANCE OF WORK.

All work related to this project must be performed in the United States. Procedures described in the response proposal from Contractor will be followed and adhered to in every manner.

ATTACHMENT B
SCOPE OF WORK
SECTION 19

19.0 Scope. The work included under this section of the specifications consists on overview of the project scope of approximately one thousand eight hundred sixty +/- (1860) square miles.

19.1 Introduction. The purpose of this contract is to provide digital color and color infrared ortho photography and related product(s) for an approximately 1,860 square mile area covering Benton, Washington and a portion of Carroll Counties in Arkansas. This contract also includes an optional delivery of Digital Elevation/Terrain Model(s) (DEM/DTM), Contours, and/or Planimetrics. Only areas flown at 6 inch will be available for this option. This contract outlines the minimal functional and technical requirements required of contractor to perform work. This project includes 6" and 12" photography with all of Benton County, Carroll County and approximately 2/3's of Washington County being in 6" resolution.

19.2 Geographic Area. The project area is approximately 1,860 square miles. This includes all of Benton and Washington Counties and a small portion of Carroll County located in the state of Arkansas. The Carroll County area around Beaver Lake and park areas will be included in Benton County's data and hereinafter referred to as Benton County. Shapefile of project area including delineation of 12" and 6" project areas will be provided by NWARPC.

19.3 Statement of Work. The NWARPC desires to have aerial photography obtained, orthorectified and delivered in accordance with the specifications described herein. Digital elevation models (DEMs) will be provided. The NWARPC also has included an optional section for digital elevation data, contour derivatives and planimetric data. The orthophotos are intended to support a host of geographic information needs including but not limited to: road (centerline) development and inventory, property analysis and assessment, shoreline management, etc. Should a digital elevation model, contours, or planimetric data be included as an addendum to the contract, they will need to support hydrologic studies related to flood plain, storm water mapping, site design, etc. All information shall be delivered in accordance with the Federal Emergency Management Agency (FEMA) specifications and any other standards specified herein.

These technical specifications reflect the methodologies the NWARPC believes should be utilized to provide the quality and accuracy of the end-products they require. We realize, however, that technologies are continually changing, and for that reason are relying on the Contractor to provide the best product to meet the needs of the NWARPC.

The DEM that will be provided was captured by Airborne Light Detection and Ranging (LiDAR) and is acknowledged by FEMA as one method for gathering digital elevation data for hydraulic modeling of floodplains, digital terrain maps, etc. However, FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners notes that LiDAR systems

may not be able to gather all of the data required, and that it is necessary to supplement it by other means. We believe this data requires supplements of additional breaklines, mass points, etc through a means such as stereo compilation and further defining surface features. The contractor will be responsible for updating the DEM as necessary for orthorectification and if additional contour and planimetric data is required significant supplements will be required.

The contractor shall execute and complete all work required by the contract in conformance with these specifications and any contractual modifications or additions to these specifications. The contract shall be completed within a maximum of 120 calendar days for digital ortho photo data products upon execution of a signed contract. Optional products delivery will be negotiated at time of contract addendum(s).

Costs for enhancing the digital elevation model to support topographic mapping, planimetric data and the generation of contours are included in this contract; however, the NWARPC reserves the right to negotiate for the capture of digital elevation/terrain models, planimetric or contours in this contract, as an addendum to this contract or to rebid the topographic production work at a later date. Due to this option all aerial triangulation, stereo compilation, digital terrain, digital elevation, gps, imu, etc. data and models are required as a deliverable. It is expected that all optional products produced from this project meet 1"=100' scale accuracy for the 6 inch pixel orthos and 1"=200' scale accuracy for the 12 inch pixel orthos.

Digital ortho products and by-products must meet 7.6 feet horizontal accuracy at a 95% confidence level and a 1"=200' mapping scale (according to NMAS) and 3.3 feet horizontal accuracy at a 95% confidence level for 1"=100' scale for areas where the contour or planimetric option has been exercised by January 15, 2007. National Standards for Spatial Data Accuracy (NSSDA) test will be used to verify acceptance of final products. The services and products sought by this procurement shall be accomplished under the direct supervision of an active American Society for Photogrammetry and Remote Sensing (ASPRS) Certified Photogrammetrist.

The contractor is required to (a) furnish all tools, equipment, supplies, supervision, transportation, and other execution accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) execute and complete all specified work to the satisfaction of the NWARPC in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this document and the resultant contract.

Products included under the contract shall be delivered on a schedule described herein. Upon acceptance of each product by the NWARPC, the Contractor may submit invoices for payments in accordance with a schedule in Appendix C. The NWARPC will evaluate and accept or reject products for the purposes of payment within 45 calendar days of receipt of the deliverable products. The NWARPC will remit payment within 45 calendar days of approved final product. Payments will be made for accepted products only, and will not be made for work in progress.

19.4 Invoices. Invoices shall be prepared and submitted to Northwest Arkansas Regional Planning Commission, Attn: John McLarty, 1311 Clayton Street, Springdale, AR 72762.

19.5 Services and Supplies. The services and supplies to be furnished under this contract are summarized as follows:

1. Ground control
2. Digital Terrain/Elevation Model (DTM/DEM)
3. Digital orthophotography
4. Contours
5. Planimetric Data

These products will include all deliverables as outlined in Attachment C.

19.6 Contract Term. This contract pricing is valid for 180 calendar days from the contract signing. Any area that meets the requirements for contours and planimetrics can become a part of this contract through an addendum.

DIGITAL ORTHOPHOTOGRAPHY
SECTION 20

20.0 Scope. The work included under this section of the specifications consists of an overview of the digital color and color infrared portion of the project.

20.1 Work Statement.

The purpose of the contract is to produce a complete set of digital orthophotography with the option of creating digital elevation models, contours, and/or planimetric data for the project area. The contractor shall utilize established methods and equipment specifically designed for photogrammetry applications. Any deviation from the specifications agreed to in this document or RFP, unless specifically authorized in writing by the contracting officer, shall be cause for rejection of the work performed.

The NWARPC will provide the contractor with the following data by December 1, 2006. For each day delay in delivery of the current DEMs there will be equal day delivery time added to the delivery schedule for each County's data. NWARPC intends to ship the data no more than 5 days after Notice to Proceed. We anticipate changes to be required in the DEMS and Contractor will us Intergraph Stereo Compilation to make the necessary adjustments at no additional cost.

1. Digital Elevation Model(s) (DEMs) – (see metadata)
    a. Benton and Washington Counties – 2004 LiDAR
    b. Carroll – USGS
    c. Local DEMs
2. Map of project area including shapefiles
3. Shape files of 6" and 12" areas and county boundaries
4. Metadata of DEMs

20.2 Aerial Photography Flight and Collection.

1. Aerial photography shall be flown to collect orthophotography in accordance with the map and shapefiles provided. There will be approximately 1,860 Sq Mi of photography.
2. Flight height shall not exceed 4800 ft for any 6-inch area and 9600 feet for all 12-inch areas.
3. Photo scales shall be no smaller (higher altitude) than 1"=800' for the 6" pixels areas and 1"=1600' for the 12" pixel areas.
4. Accuracy standards specified herein will be met for all imagery.

20.3 Horizontal and Vertical Control.

Sufficient horizontal and vertical control points to support this project must be established by the contractor. All control data must be included in the final deliverable to the NWARPC. The contractor will determine the number, distribution, and collection method (GPS, total stations, etc.) of ground control points required to meet the accuracy specifications. A

minimum of 70 control points must be used for this project. Control must support the contour and planimetric options for all 6" flight areas. Control must be maintained until acquired photography is accepted by NWARPC. In additional to the ground control points, contractor will use Airborne GPS and Inertial Measurement Unit (IMU) observations to ensure accuracy requirements are met. Target removal will be performed by contractor or by local organization paid for by contractor. Contractor must ensure temporary targets are removed.

20.4. Digital Ortho Rectified Photography.

1. Digital orthos shall be created from existing DEMs provided by the NWARPC plus any supplements required to ensure accuracy standards
2. All additions and corrections by contractor to existing DEM required to accomplish the rectification to the specified accuracy will be merged by the contractor into the existing DEM and delivered to the NWARPC as an updated DEM. All areas contracted for contours or planimetrics must be merged by the contractor into the existing DEM and delivered also. DEM/DTM information shall be delivered in accordance with the Federal Emergency Management (FEMA) specifications cited in Appendix A.8.2 for LIDAR data.
3. Digital orthos shall be delivered in Arkansas State Plane North, North American Datum 1983, United States Feet
4. At a minimum, digital orthos shall be delivered in the following formats:
    i. Geo-tiff (projection information embedded in the tiff image header) a tfw for each image shall be supplied as well in quarter-quarter-quarter quadrangle format for 6" imagery and quarter-quarter quad for 12" imagery.
    ii. Mr. SID generation 2.0 (compressed 20:1) and "world file" (sdw) for each image shall be supplied in a USGS quarter quad format for 6" imagery and quad format for 12" imagery.
    iii. Mr. SID generation 2.0 mosaic of each individual county with a one image individual county overlap (an sdw for each image shall be supplied as well) compressed approximately 50:1.
    iv. Mr. SID generation 2.0 mosaic of entire project area and world file approximately 50:1 with a minimum number of tiles.
5. Digital orthos shall be mosaiced to derive a single seamless orthophoto for each USGS quadrangle format requested. Horizontal displacement of features at mosaicing will be just cause for rejection of the orthophoto.
6. Digital orthos shall have a contrast tonal balance of the completed mosaic to remove contrast differences across mosaic lines.
7. Digital orthos shall have a contrast adjustment across all contiguous tiles such that the overall project appears similar in tone.
8. Each ortho image will be checked for accuracy on screen. All visible control points will have their x, y, and z coordinates displayed and compared to the project Control Database values: checked points must fall within the horizontal mapping accuracy 7.6 feet at 95% confidence level for 12" and 6" data areas and

3.3 feet at 95% confidence level for 6" data areas for areas where and entity has exercised the option for contours and/or planimetrics by January 15, 2007.

20.5 Digital Ortho Additional Requirements.

An overlap between each geo-tiff file of 100 feet shall be required for re-projection and 300 feet beyond all boundaries shall be maintained.

1. Vertical aerial photography will be accomplished during the winter of 2006 or early spring 2007 during dates specified during the conditions when deciduous trees are barren, when the sun angle is greater than 30 degrees (approx 10am-2pm CT). Photography will not be undertaken when the ground is obscured by snow, haze, fog, or dust; when streams are not within their normal banks; or when clouds' shadows appear in more than five percent (5%) of the area in any one photograph. Photography flights should be conducted during the period of December 1, 2006, to January 15, 2007, conditions permitting. DiMac camera system will be used for all aerial photography acquisition.
2. Color aerial photography at a photo scale of 1"=800' and 1"=1600' (+/-4800 above ground level and 9600 respectively) shall be obtained.
3. Aerial photographs shall have a minimum of sixty percent (60%) forward overlap, thirty percent (30%) side-lap, with crab and tilt not to exceed three degrees (3°) with respect to adjacent photographs.
4. The aerial camera shall be a precision aerial mapping camera equipped with forward motion compensation (FMC) and a low distortion, high resolution lens. The focal length of the lens shall be sufficient to meet the minimum requirements of the requested data with an average weighted area resolution (AWAR) of 100 or greater. A USGS camera calibration report, no more than three years old, is typically required for flight missions. Since, this DiMac camera system does not yet have this certification a similar report supporting calibration for this system is required.
5. Aerial GPS and IMU must be used and data provided as a deliverable product.

20.6. Laboratory Procedures

Images shall be clear and sharp in detail and free from light streaks, static marks, scratches, and other blemishes.

20.7 Analytical Triangulation

Fully analytical aerial triangulation shall be accomplished using first order or digital stereo instruments and industry standard fully analytical block adjustment software. A minimum of nine pass points per frame, with the exception of end frames of the flight lines, which will carry six pass points. One point will lie near the corner of each model and one point will lie near the nadir position of each neat model. It is recognized that deviation from this ideal distribution may be necessary for those photographs with areas of heavy ground cover. Tie points between strips will occur with a frequency of at least one per frame. As a general rule, wing pass points within lines of flight will also serve as tie points between strips. No points shall be closer than 5mm to the photo edge.

CONTROL
SECTION 21

21.0 Scope. The work included under this section of the specifications consists of ground control surveys and analytical aerotriangulation, required for photogrammetric mapping of the entire controlled area of the survey consisting of approximately one thousand eight hundred sixty +/- (1860) square miles.

A final control plan must be delivered within 10 days of Notice to Proceed and approved by NWARPC.

21.1 GPS Control Data

a. Contractor will mobilize a technical team under the supervision of a registered land surveyor, to capture pertinent information in accordance with the project design. Contractor will use existing NGS control as a basis to establish a minimum of 70 Ground Control Points (GCP). All ground control shall be based on Arkansas State Plane Coordinate System, NAD 83, and tied to the existing control network. All ground control surveys shall be performed by a professional land surveyor. Average PDOP for all GPS collection must be 4 with no level being greater than 6.

b. Ground Control Network must be established on Public R-O-W or NWARPC partner's owned property or private property with written permission.

21.2 Analytical Aerotriangulation. Fully Digital Analytical Aerial Triangulation shall be accomplished using first order softcopy stereo instruments and industry standard fully analytical block adjustment software. A minimum of nine pass points per frame, with the exception of end frames of the flight lines, which will carry six pass points. Contractor shall use ZI Imaging softcopy system for AT and orthorectification for this project.

21.3 Deliverables. The Contractor shall deliver the following control related items to the NWARPC:

1. All Hard and soft copy control survey data for ground GPS control including drawings and/or annotated photographs of sufficient detail to identify each point, and GPS adjustment reports including point covariance matrices

2. Full analytical aerotriangulation model, data and report

CONTOURS AND PLANIMETRICS
SECTION 22

22.0 Scope. The work included under this section of the specifications consists of technical specifications for digital elevation/terrain model, contour and planimetric products for any addendums of this contract.

Should a digital elevation/terrain model, contours, and/or planimetric data be included in an addendum, they will need to support hydrologic studies related to flood plain, storm water mapping, site design, etc. All information shall be delivered in accordance with the Federal Emergency Management Agency (FEMA) specifications, National Mapping Accuracy Standards (NMAS) and any other standards specified herein.

22.1 Planimetrics.

Position of map features shall comply with 1"=100' NMAS. All annotation shall be derived from logical attributes. Annotation and titling will be optimized for 1"=100' topographic maps. Font selection, sizing, and orientation of all labeling shall be such that each map sheet will contain all specified details in clearly legible form, distinguishable by type, and optimized for scales of 1"=100'.

The following features are to be mapped if this option is exercised. Additional items may be negotiated.

1. Edge of Paved & Unpaved Roads, Railroads and Runways (include Centerline of Public Roads)
2. Bridges, Culverts, and Retaining Walls
3. Hydrology – all (including ditches over 100' long)
4. Towers, Mast, and Commercial Billboards between 35'-70' tall (depending on municipality)
5. Building outlines - > 15' on any side
6. Driveways > 25' long and parking lots over 5000' sq. ft.

a. Breakline Specifications

Breaklines generally depict edge lines of planimetric features and terrain definitions. Individual breaklines may arbitrarily close to other breaklines, but must not cross the horizontal position of any other breakline. Breaklines touch only at intersection points of equal elevation. All drainage features must be defined with breaklines, even in obscured areas.

b. Mass Point Spacing Density

As a rule individual mass points are to be collected on a 75' grid at a spacing adequate to accurately capture the terrain surface morphology. Unless specifically needed for accurate terrain definition, mass points must not coincide within 75' of a breakline. Mass points are to be collected at project peaks, pits, and saddles. If existing LiDAR data is used then adequate additional information must be obtained to meet specifications.

Contractor will photogrammetrically capture (in 3-D stereoscopic mode) any of the planimetric features outlined above. Those features will be edited and delivered in conformance with the data dictionary and data model schemas as requested by NWARPC.

22.2. Contour Mapping.

Cartographically and topologically correct 2' contours and spot heights will be developed by the contractor. All contours are to be mapped, regardless of steepness. In densely wooded areas where heavy brush or tree cover fully obscures the ground and the contours are shown as dashed lines, they shall be plotted from the stereoscopic model, while making full use of the spot elevations measured photogrammetrically in places where the ground is visible. Elevation values shall be assigned to the contour lines as attributes. Contours of any given elevation shall be displayed by attribute query. An updated DEM and a new DTM will be created and delivered.

The contours shall be delivered by quarter quad in an Environmental Systems Research Institute (ESRI) Personal Geodatabase and as a complete separate seamless geodatabase. The quad geodatabase shall assume the name of the quad and all quarter quads that make up that quad shall be stored as feature classes. Contours shall **not**: overlap, intersect, have dangles (except on the edge of each file), have pseudo nodes, self overlap, or self intersect. Contours shall edgematch each adjoining quad across the entire area. The seamless geodatabase shall assume the name of the county.

Breaklines for stream centerlines, drainage ditches, tops and bottoms of stream banks, ridge lines, road crowns, levees, bulkheads, road/highway embankments, and selected manmade features that constrict or control the flow of water (e.g. curb lines) will be produced. The contractor shall report the sources and accuracy of the breakline data.

The contour delivery will include Index Contours, Hidden Index Contours, Depressed Index Contours, Hidden Depressed Index Contours, Index Contour Labels, Intermediate Contours, hidden Intermediate Contours, Depressed Intermediate Contours, and Hidden Depressed Intermediate Contours shall be delineated.

Spot elevations will be created at all road/railroad intersections, ends of bridges on centerline of road, at centerline of roads above culverts, at highest point of closed contour tops, at lowest point of closed depressions, significant saddles and quarries, at visible through dense vegetations in obscured areas and at locations necessary to provide that no more than 2 inches exist between any contour and spot elevation.

Elevation of surface of water will be placed at or near the center of the water body itself or the water body shown on the model.

22.3 Digital Elevation/Terrain Model.

A new digital elevation/terrain model will be created and delivered by contractor. The new DEM areas will be integrated into existing LiDAR DEM as a deliverable. Areas where DEM has been corrected shall be delineated. All resulting DEM data will be a deliverable for this project.

Contractor will update the existing LIDAR DEM's to meet FEMA's requirements for a DTM to be used for 2' contour modeling. Photogrammetrically placed breaklines will be mapped according to FEMA standards for 2' contour mapping accuracy. Contractor will also edit any points in the LiDAR solution that differ from the ground as it appears in the newly triangulated aerial photographic solution.

The LiDAR product provided by NWARPC by itself will not provide the hydrographic flow and engineering design capabilities needed. The contractor will photogrammetrically compile breaklines to meet flood and water modeling applications needs.

Contractor will update the LiDAR DEM to a DTM. Any conversion of the existing LiDAR data to a DTM will involve the contractor creating the necessary edits to bring those areas in compliance with the FEMA DTM specifications and requirements. When DTM is created the photogrammetrist will thoroughly place breaklines to define all points of surface inflection including edge of pavement/curbs, crown of roads, ditches, hydrography, hill tops, hill bottoms, saddles, etc. After breaklines are placed randomly, mass points in open areas with little terrain relief to act as supplement to the breakline data will be added.

The contractor must use Triangular Irregular Network (TIN) linear interpolation procedures, including breaklines, when validating the vertical accuracy of the DEM.

QUALITY ASSURANCE/CONTROL
SECTION 23

23.0 Scope. The work included under this section of the specifications consists of quality control and assurance of production processes. Quality control and assurance includes spatial accuracy, topological accuracy, attribute accuracy and adjacency standards.

23.1 Internal Quality Control and Assurance. Contractor's Quality Control includes three parts: (a) Quality Control (QC), (b) Process Quality Assurance (QA), and (e) Product Quality Assurance (QA). These are described below:

a. Quality Control:

Contractor considers that QC is a very critical component of mapping processes. Quality Control is built into the production process at key points. Quality Control is implemented in the following three possible steps:

i. Automated QC: Wherever possible, programs are used to automate the process of verifying and validating the data.
ii. Semi-Automated QC: Where it is not possible to fully automate the QC process, programs will be developed to assist in the verification and validation of the data.
iii. Manual QC: Where automation is not possible, then 100% QC is performed on the product of a manual process. For example, completeness check is performed on 100% of the data, as it is a manual process.

b. Process QA:

We have adapted the concept of Process QA from a structured assembly process. As production proceeds, samples are taken from each process step. This sample is checked in parallel with production and is based on heuristic sampling. Process QA is designed to determine places where errors may lurk.
Process QA continually fine-tunes processes and staff. It ensures that every process is performed per design - our surest guarantee that the end product will meet the specifications.

c. Product QA:

Product QA by Contractor is the traditional testing of the finished data using formal statistical standards. Product QA is performed on every Batch of data before it is sent to the customer. Contractor will deliver data that meets or exceeds the quality standard.

23.4 Independent Quality Control/Assurance. Additional QA/QC will be performed by NWARPC staff, participants, contractors, and/or additional personnel to assure quality of product. Initial inspection, editing, and acceptance of digital files will be made within 45

calendar days of delivery. Files will be subject to a combination of selective field and source inspections, which may include the following:

1. Mounting, Manipulation, and display of digital files on existing system
2. Digital image quality and comparison of file content to the corresponding photography / imagery
3. Comparison of coordinated positions of well-defined features for the orthophotographs and photogrammetrically compiled data
4. Topology verification
5. Attribute verification
6. Use of Tiff_QC software provided by vendor
7. For contours and planimetrics additional QA/QC measures will be used

All edits or resubmissions required by the NWARPC after quality inspection must be completed and new files submitted within 45 days of their return to the contractor. Final acceptance will be determined by the project manager for the NWARPC.

Deliverables. The contractor shall deliver the QA/QC report including methodology, data and results.

INSPECTION, EDITING, AND ACCEPTANCE PROCEDURES

SECTION 24

24.0 Scope. The work included under this section of the specifications consists of inspecting, editing, and acceptance procedures for delivered products.

24.1 Inspection.

Initial deliveries will be checked within 45 calendar days of delivery. Files will be subject to a combination of selective field and source inspections, which may include the following:

1. Mounting, manipulation, and display of digital files on existing system
2. Digital image quality and comparison of file content to the corresponding photography/imagery
3. Comparison of coordinated positions of well-defined features for the orthophotographs and photogrammetrically compiled data
4. Topology verification
5. Attribute verification
6. Software provided by Contractor

24.2 Editing.

All edits or resubmissions required by the NWARPC after quality inspection must be completed and new files submitted within 10 days of their return to the contractor.

24.3 Acceptance

1. Final acceptance will be determined by the project manager for the NWARPC
2. All final deliverables will be the sole property of the NWARPC and may be distributed broadly for no fee to the Contractor.

24.4 Contractor Facility Visit

NWARPC or its partner or constituents may make random visits to verify contractual compliance.

ATTACHMENT C
DELIVERABLES

Based on Proposal. Deliverable Items. Contractor will deliver flight plans, quality check supporting documents, and mapping products that fully comply with the RFP requirements. The mapping deliverables will consist of the following as a minimum to fulfill obligations:

a. Ground Control developed by the contractor to support Photogrammetry

   a. All Hard and soft copy control survey data for ground GPS control.

   b. Analytical aerotriangulation reports and complete models.

b. Aerial Photography

   1. General
      a. Flight Plan and Acquisition data
      b. Provide all raw images
      c. Provide all GPS and IMU data for all images
      d. Aerial Triangulation data and models
      e. Stereo Compilation data and models
      f. Digital color and CIR ortho photos in the file formats specified

   2. Reports
      a. Flight Report
      b. Ground Control Report
      c. System Calibration Report
      d. Data Processing Procedure Report
      e. PDOP Report and/or Chart
      f. Accuracy Assessment Report including methodology, data and results.

c. Digital Terrain Model and Contours
      a. Digital Elevation Model Modified
      b. Digital Terrain Model
      c. Breakline data
      d. Contours

d. Planimetrics
      a. Digital Elevation Model Modified
      b. Digital Terrain Model
      c. Breakline data
      d. Contours
      e. Planimetric Data

All final deliverables will be the sole property of the NWARPC and may be distributed broadly for no fee to the NWARPC or its partners

ATTACHMENT D

COMPENSATION AND TIME TABLE OF COMPLETION

Base Bid Cost – Phase I

The following item is the scheduled product for the contract.

12" and 6" resolution based on map and shapefiles provided *$_159,345.00_*
(Approximately 1500 sq mi of 6", approximately 360 sq mil of 12")

At a minimum, digital orthos shall be delivered in the following formats:

i. Geo-tiff (projection information embedded in the tiff image header) a tfw for each image shall be supplied as well in quarter-quarter-quarter quadrangle format for 6" imagery and quarter-quarter quad for 12" imagery.

ii. Mr. SID generation 2.0 (compressed 20:1) and "world file" (sdw) for each image shall be supplied in a USGS quarter quad format for 6" imagery and quad format for 12" imagery.

iii. Mr. SID generation 2.0 mosaic of each individual county with a one image individual county overlap (an sdw for each image shall be supplied as well) compressed approximately 50:1.

iv. Mr. SID generation 2.0 mosaic of entire project area and world file approximately 50:1 with a minimum number of tiles.

v. Additional formats may be requested.

Contract prices include all applicable taxes.

Phase II - ADDITIONAL DELIVERABLES

Option 1 - Digital elevation model, 2' contours per square mile

a. Cost (less than 20 continuous sq mi).....$__145.00_ per Sq Mi
b. Cost (20 or more continuous sq mi).....$__142.00_ per Sq Mi

Phase III – ADDITIONAL DELIVERABLES

Option 2 - Planimetric data according to specifications

a. Cost (less than 20 continuous sq mi).....$__432.00_____ per Sq Mi
b. Cost (20 or more continuous sq mi).....$__430.00_____ per Sq Mi

Phase II and III Combined

Option 3 - Planimetric data according to specifications and contours

a. Cost (less than 20 continuous sq mi).....$__450.00_____ per Sq Mi
b. Cost (20 or more continuous sq mi).....$__446.00_____ per Sq Mi

Phase II and/or Phase III items can be added as an addendum for a period of 180 days upon signing of the contract.

Total Compensation to Contractor: $159,345.00 Base Bid Phase I

Liquidated damages

Liquidated damage fees as described below will be deducted from payment beginning Mar 1, 2007 due to delinquencies.

(a) For the Washington County RGB Orthophotography Delivery (TIF/TFW files only), liquidated damage fees in the amount of $1000.00 per day will be deducted from payment beginning Mar 1 until Mar 15. Beginning Mar 15 $2000.00 per day will be deducted due to delinquencies.
(b) For the Benton County RGB Orthophotography Delivery (TIF/TFW files only), liquidated damage fees in the amount of $1000.00 per day will be deducted from payment beginning Mar 15 until Mar 31. Beginning Mar 31, $2000 per day will be deducted due to delinquencies.
(c) For all other deliveries due April 15, 2007 liquidated damages in the amount of $1000 in addition to any other deductions in (a) or (b) will be imposed until final delivery is received.
(d) If liquidated damages exceed value of this contract the fees will stop when the dollar value owed by NWARPC is $0.00 but all deliveries must still be made in a timely manner not to exceed July 1, 2007.

Liquidated damage fee - $1000.00 - $5000.00 per day.

BONUS

A bonus will be paid in the sum of $250.00 per day for the delivery of the RGB Orthophography (TIF/TFW files only) for each day the accepted product is delivered prior to Mar 1, 2007 for Washington County and Mar 15, 2007 for Benton County up to a delivery of 15 days early or a value of $3750.00 per County or $7500 for project.

BONUS fee - $250.00 per day up to $7500.00 Total.

ATTACHMENT D

TIME TABLE OF COMPLETION

Completion Period (after Notice to Proceed)

Phase I	**Est. Days**	**%Payable**
Ground Control	10 days	
Mobilization	2 days	15% of Phase I
Orthophotography Acquisition	15 days	
Image Processing	15 days	
Aerial Triangulation	15 days	10% of Phase I
Stereo Compilation	20 days	
Orthophoto Production	30 days	
Delivery of Washington County Ortho Data Delivery of Benton County Ortho Data Delivery of WC and BC CIR, Mr Sids, and all other data	Mar 1, 2007 Mar 15, 2007 April 15, 2007	75% of Phase I
Phase II		
Breakline Creation	30 days	
DTM Edit and Generation	20 days	
Contours Generation	10 days	100% of Phase II
Phase III		
Planimetrics	30 days	
Contour Generation	10 days	100% of Phase III

Added at
the City
Council Meeting
1/16/07

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 4766, R-PZD 05-1599 FOR ZION GARDENS, TO ALLOW A GUARANTEE TO BE POSTED BY THE DEVELOPER IN LIEU OF CONSTRUCTING A SIDEWALK ON LOT 97.

WHEREAS, the City Council adopted Ordinance No. 4766, approving a Residential Planned Zoning District for Zion Gardens (R-PZD 05-1599) on September 25, 2005;

WHEREAS, the developer has completed public improvements and received approval of a final plat in order to begin construction on individual homes;

WHEREAS, a sidewalk was required to be constructed, not guaranteed, within the Tree Preservation area of Lot 97 to provide public pedestrian access within the project;

WHEREAS, in order to file the final plat and sell lots for individual home development, the developer has submitted a guarantee for this sidewalk and offers to construct the complete sidewalk prior to issuance of any Certificate of Occupancy for a building on the property;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Ordinance No. 4766, R-PZD 05-1599 for Zion Gardens, replacing Condition #10 with the following language:

All Master Street Plan sidewalks (6') along Zion Road and Randall Place shall be constructed, not guaranteed, prior to signing the final plat. The required 4-foot sidewalk meandering through the Tree Preservation Area, Lot 97, shall be completely constructed prior to issuance of a Certificate of Occupancy for any building on the property.

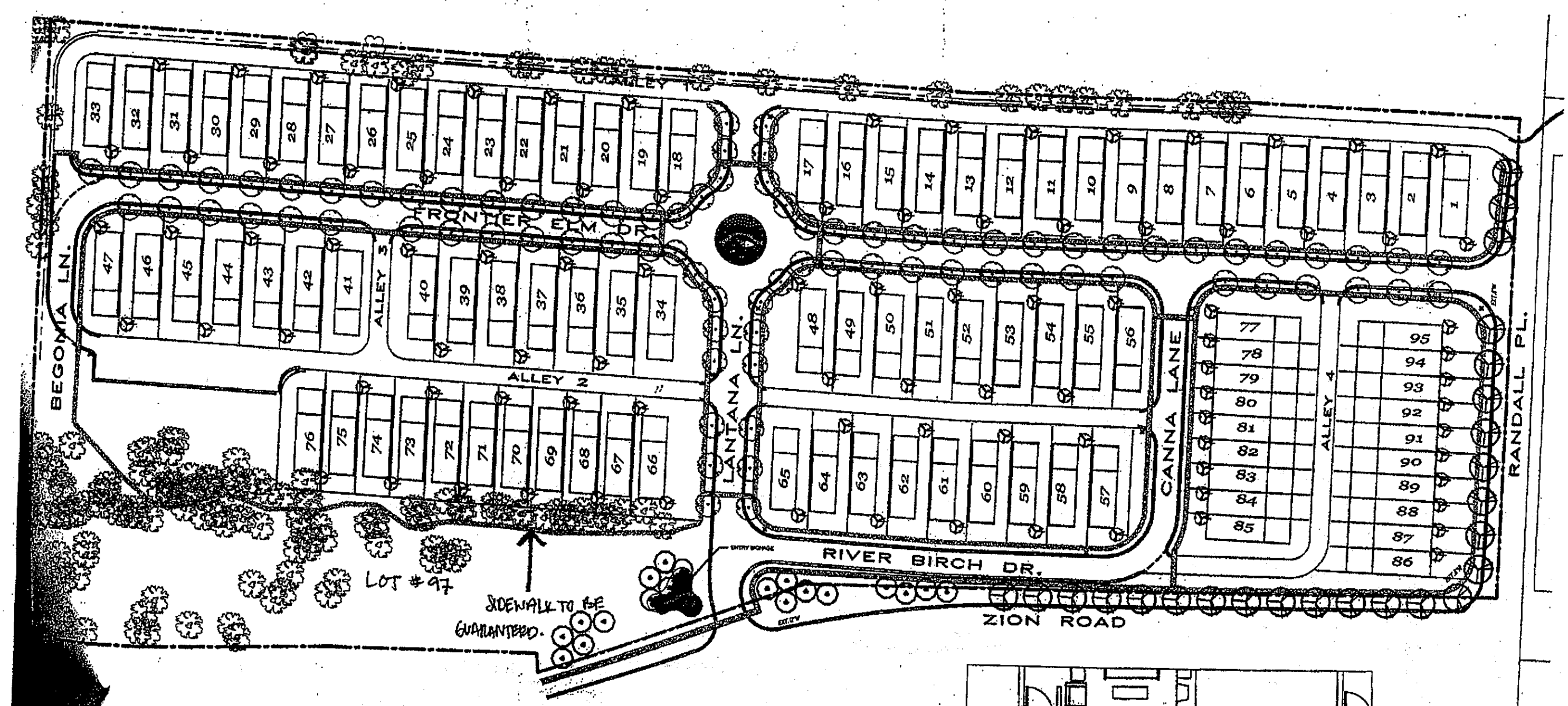
PASSED and **APPROVED** this day of , 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk/Treasurer



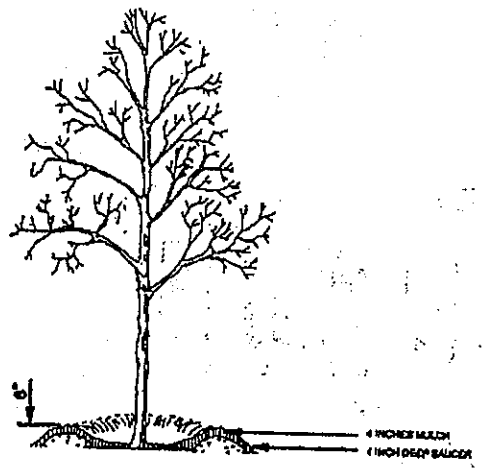
NOTES:

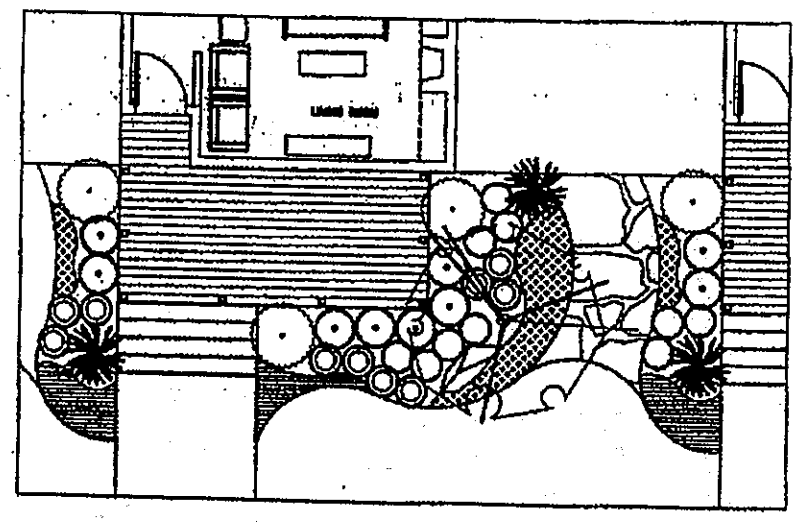
SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR IN ALL ES, STRUCTURES, AND LINE RUNS. TAKE NOTE OF CIVIL SITE N LOCATIONS. ANY UTILITIES DAMAGED BY LANDSCAPE CONTRACTOR SAME.

FOR PLANTING LOCATIONS AND PLANT MATERIAL LEGEND FOR

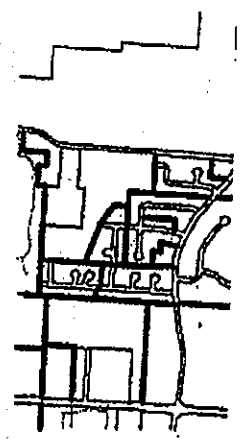
SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUB- RED TO ACCOMPLISH ALL PLANTING OPERATIONS.

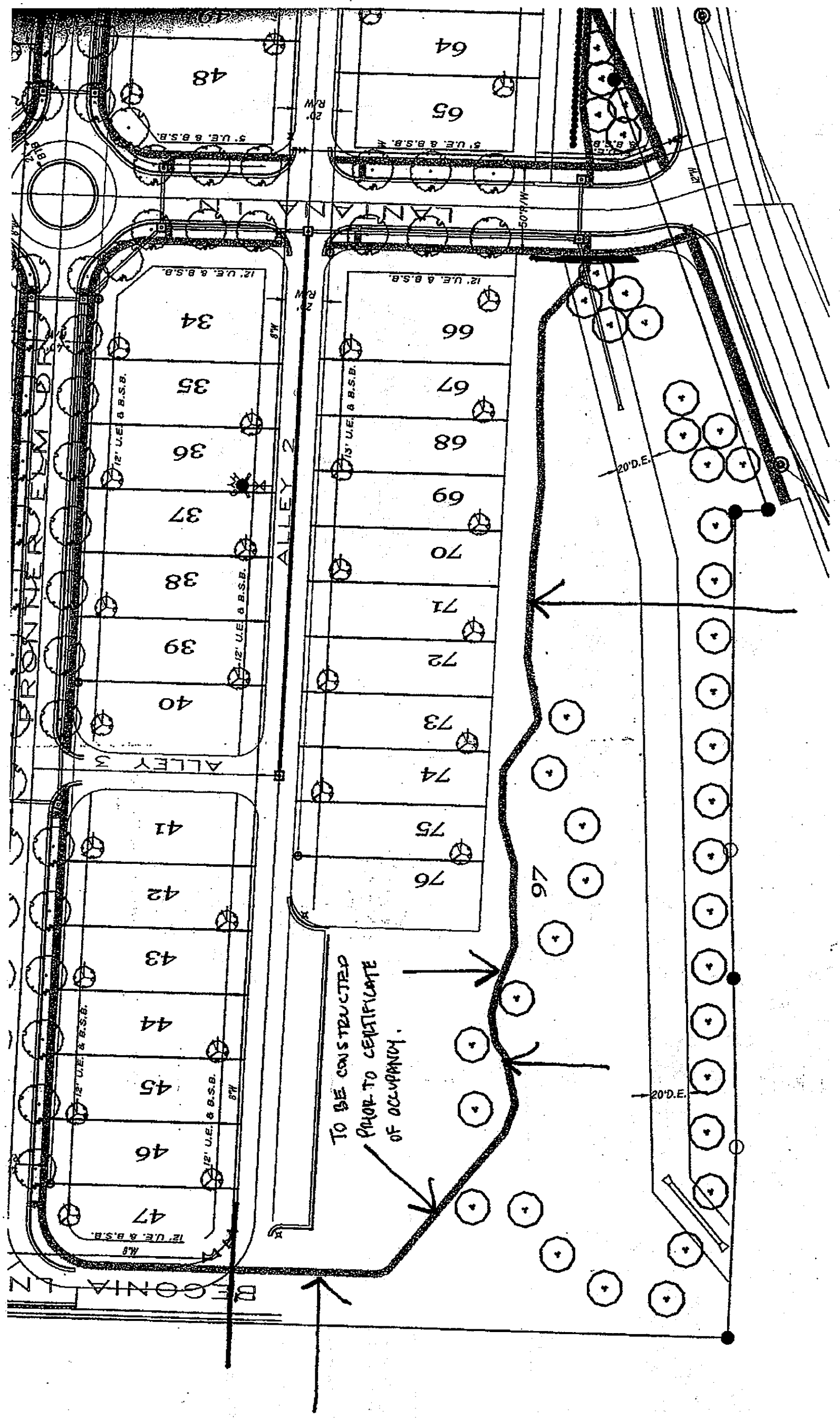
SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTING BEDS IN A





LANDSCAPE PLAN FOR TYPICAL UNIT
TOTAL OF 95 UNITS TO RECIEVE LANDSCAPING





PLANT LEGEND

ORDINANCE NO. 4766

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 05-1599, ZION GARDENS, LOCATED NORTHWEST OF THE INTERSECTION OF RANDALL PLACE AND ZION ROAD, CONTAINING APPROXIMATELY 13.55 ACRES, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED RESIDENTIAL DEVELOPMENT PLAN AS APPROVED BY THE PLANNING COMMISSION

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

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

From R-O, Residential Office, to R-PZD 05-1599 as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2: That the change in zoning classification is based upon the approved master development plan and development standards as shown on the preliminary plat and all conditions of approval determined appropriate and approved by the Planning Commission on August 22, 2005.

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

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

PASSED and **APPROVED** this 20th day of September, 2005.

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

ATTEST:

By: _____
SONDRA SMITH, City Clerk

APPROVED:

By: _____
DAN COODY, Mayor

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
Brent O'Neal, Staff Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: July 28, 2005

R-PZD 05-1599: RESIDENTIAL PLANNED ZONING DISTRICT (ZION GARDENS, 137): Submitted by H2 ENGINEERING, INC. for property located at NW OF THE INTERSECTION OF RANDAL PLACE AND ZION ROAD. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 13.9 acres. The request is to approve the preliminary plat of a Residential Planned Zoning District with 95 townhomes, attached and detached, on the subject property.

Property Owner: MORRISS & ANN HENRY
Submitted on behalf of: ZION PLACE, LLC
Planner: ANDREW GARNER

Findings:

Property Description: The property consists of a total of 13.9 acres located west of Crossover Road and immediately northwest of the intersection of Randal Place and Zion Road. The property is mainly large open pasture with some mature trees in the southwestern corner of the property and along the property lines. The property is zoned R-O (Residential-Office) and is located adjacent to undeveloped open pasture with some scattered rural single family residences. R-O currently allows for office, studio, single family and duplex housing up to 24 units per acre.

Surrounding Land Use/Zoning:

Direction from Site	Land Use	Zoning
North	Pasture; single family residence	Residential-Agriculture (R-A)
South	Single family residences; open pasture	Residential Single Family Residences (RSF-4); Residential-Agriculture (R-A)
East	Undeveloped disturbed lot; Fayetteville Athletic Club	Residential Multi-Family 24 Units/Acre (RMF-24); Residential-Office (R-O); Neighborhood Commercial (C-1)
West	Open pasture	Residential-Agriculture (R-A)

Proposal: The applicant requests a rezoning and preliminary plat approval for a residential subdivision within a unique R-PZD zoning district. The proposed use of the site is for a single family development with 95 attached and detached townhomes. The project is designed to encourage a "neighborhood feel" by fronting the units to the streets, providing adequate sidewalks, tree-lined streets to be maintained by the property owner's association, and trees on the front and rear of alternating lots. The applicant has submitted a draft Bill of Assurance/Restrictive Covenants with specific restrictions intended to promote a traditional neighborhood including architectural, landscaping, building, and development requirements for each unit.

The applicant proposes 97 lots as follows: 76 lots (lots 1-76) to be detached single-family homes, 18 lots (lots 77-95) in the southeastern portion of the site are to be either detached or attached townhomes, and lots 96-97 will remain undeveloped for easement, open space, and tree preservation. The lots will front on the streets and have access from the rear off 16-foot public alleys (with the exception of lots 66-76 that will front the tree preservation area in the southwest corner of the site). The total density proposed is 7.5 units per acre.

To further clarify "townhome," it is a: a row house on a small lot, which has exterior limits common to other similar units. Title to the unit and its lot is vested in the individual owner with a fractional interest in common areas, if any. A **townhouse** is a home that is attached to one or more other houses, but which sits directly on a parcel of land that you also own; it is considered a single-family dwelling.
(Source: mortgagewarehousemb.com)

The following bulk and area regulations are proposed by the applicant:

ZONING CRITERIA: R-PZD 05-1599 Zion Gardens

(A) *Proposed Uses.*

LOTS	USE UNIT	ALLOWABLE USES
Lots 1-95	Unit 1	City-wide uses by right
Lots 1-95	Unit 2	City-wide uses by conditional use
Lots 1-95	Unit 8	Single-family dwelling
Lots 1-95	Unit 24	Home Occupations
Lots 77-95	Unit 26	Multi-Family Dwellings
Lots 96-97	No use unit allowed	Tree Preservation, Utilities, and Landscaped Area

All other uses allowed within the R-PZD zoning district shall not be permitted.

(B) *Density.*

Units for entire Subdivision	Number of Acres	Units Per Acre
95	13.55	7.01

Note: The property is currently zoned Residential-Office (R-O) which allows up to 24 units/acre.

(C) *Bulk and area regulations.*

	Single-family dwellings	Multi-family dwellings	Other uses (Lot 96)	Other uses (Lot 97)
Lot minimum width	20 feet minimum per dwelling/lot	20 feet minimum per dwelling/lot	200 feet minimum	585 feet minimum
Lot area minimum	3,000 SF minimum per dwelling/lot	2,200 SF minimum per dwelling/lot	1,650 SF minimum	2.2 acres
Land area per dwelling unit	Varies. Only one dwelling unit per lot permitted.	Varies. Only one dwelling unit per lot permitted.	1,650 SF minimum (or one lot)	2.2 acres

(D) *Setback requirements.*

Building setbacks vary.

Front Building Setback: 12'
Rear Building Setback: 0'
Side Building Setback: 0'. *All detached or attached townhomes permitted on these lots shall have a separation that meets building code requirements.*

(E) *Height.* Maximum 56.5' height to allow for three-story structures.

(F) *Building area.* Single-Family Attached: 75% maximum built area.
Single-Family Detached: 65 % maximum built area.

Water & Sewer: Water and sewer lines are being extended to serve the development.

Access: Access is provided from Zion Road and Randal Place.
North: Stub-out to vacant property
South: From Zion Road, a Collector
East: Randal Place, a Local Street
West: Stub-out to vacant property

Interior to the project, public streets and alleys are being provided. Most are 40' rights-of-way with 24' wide streets, with one 35' right-of-way (River Birch Drive) and one 50-foot right-of-way (Lantana Lane) with a 28' wide street. Alleys are within a 20' right-of-way and are 16' in width. Sidewalks are located on both sides of each public street.

Adjacent Master Street Plan Streets: Zion Road (Collector); Randal Place (Local Street)

Street Improvements: As requested by the City, a traffic study was prepared by the applicant to address potential traffic safety and congestion as a result of the proposed project. The traffic study concluded that if Zion Road and Randal Place are improved to Master Street Plan standards, all study area intersections and roadway segments are calculated to operate at Level of Service (LOS) "D" or better.[1] The traffic study also concluded that sight distance along Zion

[1] LOS refers to the operating characteristics of road segments and intersections, with ratings starting at LOS A for a free flow traffic condition, and LOS F for a gridlock traffic condition. It is general industry standard that LOS D and higher are acceptable, however, the City of Fayetteville does not have a formalized significance threshold.

Road is acceptable. The traffic study did not address the sight distance along Randal Place.

Based on independent review of the traffic study and site visits by Staff, the following street improvements are recommended:

- Improvements to Zion Road along the project frontage to Master Street Plan standards with 34' of pavement, curb and gutter and storm drainage along the north side of the street, ending at the edge of pavement on the south side of the street , 6' sidewalk at the right-of-way along the project frontage. This creates a collector street width for this frontage, minus the curb and gutter on the south side, which will be installed by adjacent development. Alignment to be approved by City Engineering Staff.
- Improvements to Randal Road along the project frontage to Master Street Plan standards with 14' from centerline, curb and gutter, 6' sidewalk at the right-of-way, and storm drainage.

Tree Preservation:

Existing:	12.3%
Preserved:	6.49%
Mitigation:	Required, 137 trees on-site.

Parks: The Parks and Recreation Advisory Board recommended accepting money in lieu of land for 95 Single Family Units on June 6, 2005. The applicant is required to pay $52,725 prior to final plat approval.

Public Comment: Staff has received comments from two adjacent property owners discussing concerns with excessive storm water increase and an increase in traffic from the project.

Recommendation: Staff recommends **R-PZD 05-1599** be forwarded to City Council with a recommendation of approval with the following conditions:

Conditions of Approval:

1. Planning Commission determination of street improvements. Staff recommends the following improvements:
   a. Improvements to Zion Road along the project frontage to Master Street Plan standards with 34' of pavement, curb and gutter and storm drainage along the north side of the street, ending at the edge of pavement on the south side of the street , 6' sidewalk at the right-of-way along the project frontage. Alignment to be approved by City Engineering Staff.
   b. Improvements to Randal Road along the project frontage to Master Street Plan standards with 14' from centerline, curb and gutter, 6' sidewalk at the right-of-way, and storm drainage.

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION.

2. Future subdivision signage will be permitted in accordance with standard residential

subdivision signage.

3. All development shall meet applicable building codes for separation and other ordinances of the City of Fayetteville.

4. Interior streets shall be constructed to City of Fayetteville Master Street Plan standards and specifications, with 24-foot and 28-foot wide streets (as indicated on the plat) and four-foot sidewalks on both sides, located at the right-of-way line. The proposed round-a-bout configuration shall reviewed through the construction plan review process by City Engineering to meet their approval.

5. Planning Commission determination of appropriate street width for Frontier Elm Drive that is currently proposed at 40' right-of-way. *Though a through street, staff finds this width to be adequate to allow for safe traffic movement.*

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION.

6. Based on current calculations, the developer shall be responsible for on-site mitigation to meet the Tree Preservation ordinance, in the amount of **(137) 2-inch caliper large species trees**. A final planting plan, maintenance and monitoring plan, and associated three-year bonds to mitigate for the removal of excess tree canopy is required prior to Final Plat. A copy of the regulations regarding on-site mitigation planting plans is included for your information.

7. Covenants and notes on the final plat that ensure the continued health and vitality of the mitigation trees shall be reviewed by the Urban Forester prior to Final Plat recordation.

8. The construction of homes on lots 66-76 shall require the ~~pier/beam~~ pier and above-grade beam foundation system as submitted with the PZD proposal, in order to count these trees as preserved. Appropriate trimming of tree limbs shall be coordinated with the Urban Forester. PLANNING COMMISSION REVISED 08/22/05

9. Street tree plantings shall be planted generally as shown on the Landscape Plan along the frontage of Zion Road and Randal Road, either in the right-of-way or within the open space along the street. Maximum spacing is to be 30 feet apart.

10. All Master Street Plan sidewalks (6') along Zion Road and Randal Place, and the 4' meandering sidewalk through the tree preservation area shall be constructed, not guaranteed, prior to signing the final plat.

11. All interior curb cuts shall be from proposed alleys.

12. The project shall comply with the zoning criteria A-F as set out in this staff report.

13. Payment of Park fees in the amount of $52,725 shall be submitted prior to the application of signatures to the final plat.

14. Planning Commission determination of placement of retaining walls along intended street stub-outs (Lantana Lane and Frontier Elm Drive). The retaining walls shall be curved at the stub-out extension to make the future street right-of-way apparent. Additionally, signs shall be installed on both sides of the retaining walls at each stub-out indicating these two streets are intended to connect to adjacent property in the future (coordinate with Transportation Division).

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION.

15. An assessment ~~in the amount of~~ ~~$3,162~~ shall be paid for the construction of the street stub-outs to the property line prior to signing the final plat subject to Engineering Division approval. This assessment includes construction costs for subbase, base, pavement, curb/gutter, and sidewalks. PLANNING COMMISSION REVISED 08/22/05

16. Off-site drainage improvements to alleviate flooding on the Lea property to the northeast of the site include the following:

    a. The applicant shall install a 4' by 8' box culvert under Randal Place ~~with two (2) 24" underground arched pipes~~. PLANNING COMMISSION REVISED 08/22/05

    b. Staff recommends a cost-share for the incremental cost above the cost of constructing an 8' wide trapezoidal channel with a concrete bottom and grass sides to install two (2) 42" arched pipes in order to avoid having an 8' wide above-ground channel on the Lea's property, to be installed by developer. PLANNING COMMISSION REVISED 08/22/05

17. Confirm with the Fire Department the minimum pavement width and turning radius needed to service Lots 66-76. *The applicant has met with the Fire Department and revised the alleys to a 20' width to accommodate emergency access.*

18. All sidewalk street crossings shall be reviewed and approved by the Sidewalk Administrator at the time of construction plan review.

Standard Conditions of Approval

19. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).

20. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

21. Planned Zoning District approval shall be valid for one calendar year, per city ordinance.

22. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.

ADDITIONAL CONDITION RECOMMENDED BY PLANNING COMMISSION 08/22/05

23. If staff and the applicant agree that the proposed River Birch Drive can be removed from the plans, the plat shall be revised prior to City Council. If not, the plat stall stay as shown. If River Birch Drive is eliminated the Planning Commission recommends the following:

a. Shift lots 57-65 to the south to provide additional on-street parking on the widened Alley 2 north or River Birch Drive; and

b. Leave the existing connection between Alley 4 and Cantana Lane.

PLANNING COMMISSION ACTION: **yes Required**

_____Approved _____Denied

Date: August 22, 2005

Comments:

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

By **Date**

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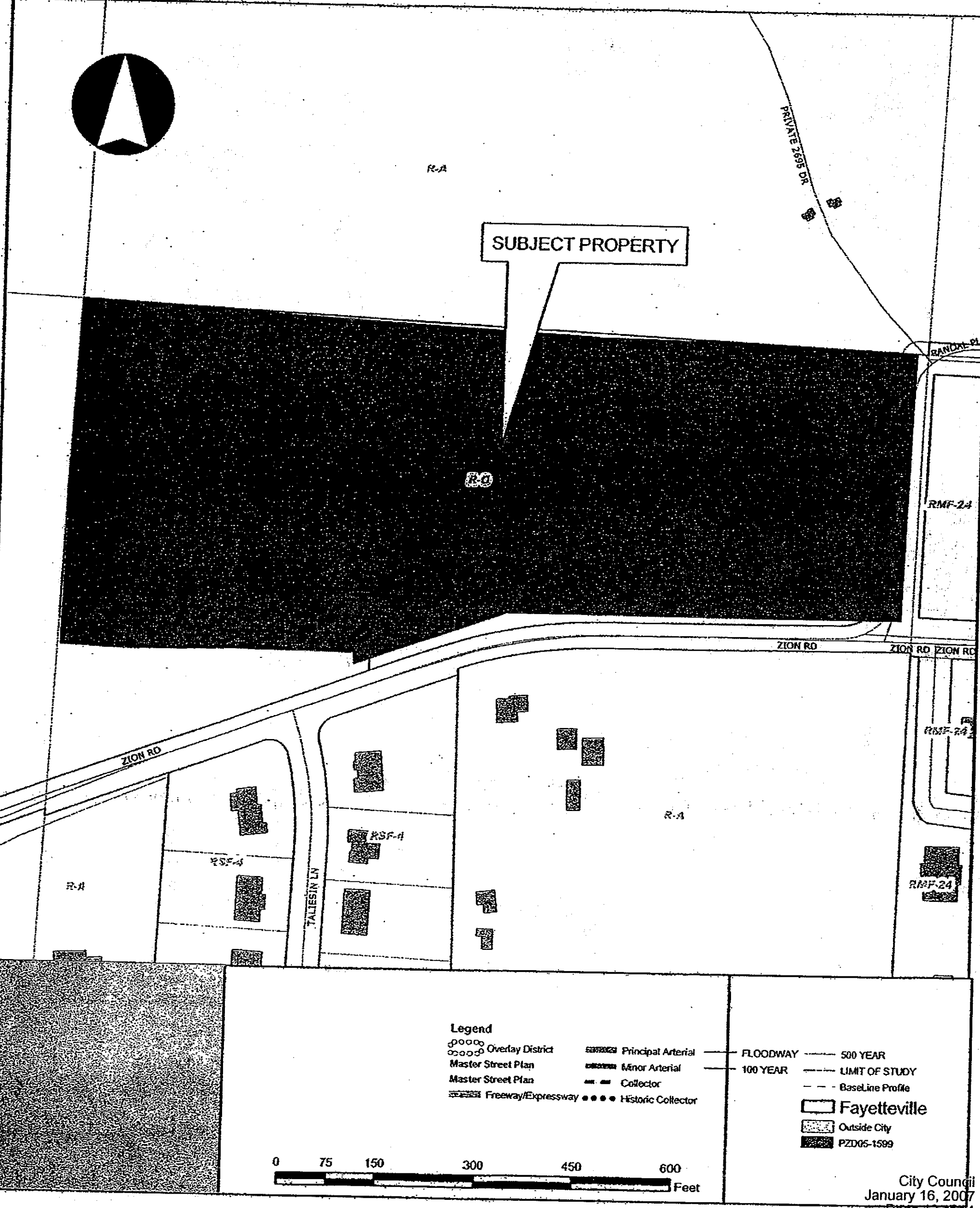
PZD05-1599

Close Up View

ZION GARDENS

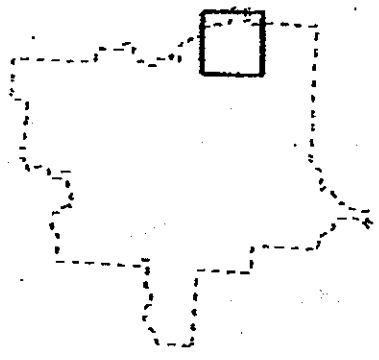


PZD05-1599

One Mile View

ZION GARDENS

Overview



Legend

Subject Property

PZD05-1599

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.125 0.25 0.5 0.75 1 Miles

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **January 17, 2007**

RE: **Ordinances and Resolutions prepared by the City Attorney's Office and passed at the City Council meeting of January 16, 2007**

1. Performance Bond to Dead Horse Mountain Road Bridge: Resolution approving Performance Bond of Meadows Enterprises, Inc. to guarantee payment of $36,668.92 for Dead Horse Mountain Road Bridge upon request by the City;

2. Northwest Arkansas Regional Planning Commission Contract: Resolution approving contract with Northwest Arkansas Regional Planning Commission for purchase of GIS data for 126 square miles within and around City of Fayetteville for $17,892.00;

3. Amend Chapter 174 & Chapter 153: ***Signs***: Ordinance enacting replacement Chapter 174 Signs and §153.08 G Signs to clarify sign regulations in Fayetteville;

4. Amend Chapter 159: ***Road Impact Fees***: Ordinance amending Title XV Unified Development Code of Fayetteville, Chapter 159: Fees by enacting §159.05 *Road Impact Fees* of the Unified Development Code and to refer this ordinance to the voters for their adoption or rejection;

5. Amend Chapter 159: ***Fees*** **§§159.02, 159.03 and 159.04**: Ordinance amending §§159.02(D)(6)(a), 159.03(D)(4)(a), 159.04(D)(4)(a) and 159.05(D)(4)(a) to include exemption from payment of Impact Fees for Non-Profit, Multi-Family Supportive housing.

Agenda Session 1/9/07

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy 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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
January 16, 2007

A meeting of the Fayetteville City Council will be held on January 16, 2007 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

Mayor's State of the City Address

City Council Committees Council Approval: Nominating, Ordinance Review, Sewer, Street and Equipment. These committees are appointed by the Mayor and approved by the City Council.

A. CONSENT:

1. **Approval of the December 19, 2006 and January 2, 2007 City Council meeting minutes.**

2. **Performance Bond to Dead Horse Mountain Road Bridge:** A resolution to approve the Performance Bond of Meadows Enterprises, Inc. to guarantee payment of $36,668.92 for Dead Horse Mountain Road Bridge upon request by the city.

B. UNFINISHED BUSINESS:

1. **Amend Chapter 174 & Chapter 153; Signs:** An ordinance to enact a replacement Chapter 174 Signs and § 153.08 (G) Signs to clarify sign regulations in Fayetteville. ***This ordinance was left on the First Reading at the January 2, 2007 City Council meeting.***

2. **Amend Chapter 159; Road Impact Fees:** An ordinance to amend Title XV Unified Development Code of Fayetteville, Chapter 159: Fees by enacting § 159.05 Road Impact Fees of the Unified Development Code and to refer this ordinance to the voters for their adoption or rejection. ***This ordinance was left on the First Reading at the January 2, 2007 City Council meeting.***

3. **RZN 06-2344 (Dunnerstock and Windsor SD)**: An ordinance rezoning that property described in Rezoning Petition RZN 06-2344, for approximately 34.44 acres located at the northeast corner of Double Springs Road and Sellers Road, from R-A, Residential Agricultural, to RSF-2, Residential Single Family, 2 units per acre. ***This ordinance was left on the Second Reading at the January 2, 2007 City Council meeting***

C. NEW BUSINESS:

1. **Amend Chapter 159, Fees Sections 159.02, 159.03, and 159.04:** An ordinance to amend sections 159.02 (D)(6)(a), 159.03 (D)(4)(a) to include an exemption from the payment of impact fees for non-profit, multi-family supportive housing.

move to next Agenda per Brenda Thiel ↑ Feb 6th Agenda

2. **R-PZD 06-2196 West Fork Place Appeal:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2196, West Fork Place, located at the end of Ray Avenue, south of Huntsville Road; containing approximately 13.92 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan.

3. **Farmington Annexation Public Hearing Date:** A resolution setting a public hearing date regarding the City of Farmington's desire to annex certain territory currently in the city limits of Fayetteville.

D. INFORMATIONAL:

2007 Community Development Block Grant Action Plan Report

City Council Tour: None

↓

Martin Luther King, Jr. Holiday – January 15, 2007 – City offices will be closed.

due to meeting on Feb 15th to discuss the R-PZD (6:00 PM in Room 326)

Pre Agenda Session 1-3-07

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy Allen
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
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2007 Community Development Block Grant Action Plan Report – Per Yolanda Agenda Session Only Informational Item Only

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C. NEW BUSINESS:

(2) (1) **R-PZD 06-2196 West Fork Place Appeal:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2196, West Fork Place, located at the end of Ray Avenue, south of Huntsville Road; containing approximately 13.92 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Master Development Plan.

(3) **Farmington Annexation Public Hearing Date:** A resolution setting a public hearing date regarding the City of Farmington's desire to annex certain territory currently in the city limits of Fayetteville.

(1) ~~3.~~ **Amend Chapter 159, Fees Sections 159.02, 159.03, and 159.04:** An ordinance to amend sections 159.02 (D)(6)(a), 159.03 (D)(4)(a) to include an exemption from the payment of impact fees for non-profit, multi-family supportive housing.

Consent ~~4.~~ **Performance Bond to Dead Horse Mountain Road Bridge:**

~~5. Farmington – Fayetteville Wastewater Contract:~~

D. INFORMATIONAL:

City Council Tour: None

Martin Luther King, Jr. Holiday – January 15, 2007 – City offices will be closed.

From: MICHAEL MCDONALD <mamcdonald@sbcglobal.net>
To: Jeremy Pate <jpate@ci.fayetteville.ar.us>
Date: 12/22/2006 9:19 AM
Subject: RE: FW: West Fork / Helen Street PZD

Jeremy

Confirming telephone conversations with Hugh & myself, please table The West Fork / Helen Street project from the next City Council meeting to allow time for a ward meeting as discussed with Brenda.

Thanks
Mike

From: Yolanda Fields
To: Smith, Sondra; Wood, Amber
Date: 12/19/2006 4:43 PM
Subject: CDBG Action Agenda

Please place 2007 CDBG Action Plan on the agenda for the meeting of Jan. 16th.

Yolanda Fields
Community Resources
& Code Compliance Director

City of Fayetteville
113 W Mountain
Fayetteville, AR 72701
(479) 575-8290

From: Yolanda Fields
To: Smith, Sondra; Wood, Amber
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Yolanda Fields
Community Resources
& Code Compliance Director

City of Fayetteville
113 W Mountain
Fayetteville, AR 72701
(479) 575-8290

From: Lisa Branson
To: Smith, Sondra
Date: 12/20/2006 11:11 AM
Subject: Fwd: agenda item

Lisa Branson
City of Fayetteville
City Clerk's Division
113 W Mountain
Fayetteville, AR 72701
(479) 575-8323
lbranson@ci.fayetteville.ar.us

>>> Deidre Uselton 12/6/2006 4:21 PM >>>
Lisa,

The agenda information item I sent up is for the Jan 2nd meeting.

Thanks,
D

Deidre A. Uselton
CDBG Administrator
City of Fayetteville
479-575-8270
duselton@ci.fayetteville.ar.us

Asked to move to
Jan. 16, 2006

RECEIVED
JAN 17 2007
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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:

January 15, 2007

Publication Charge: $105.50

Subscribed and sworn to before me
This 15 day of January 2007.

Notary Public Sharlene D. Williams

My Commission Expires:

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

FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
JANUARY 16, 2007

Fayetteville ARKANSAS

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