

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



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
June 19, 2007**

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

Nominating Committee Report - APPROVED

Historic District Commission Appointment - APPROVED

The Mayor is recommending the following applicants for appointment:

**Karon Reese – One Term Ending 6/30/10
Cheri Coley – One Term Ending 6/30/10**

A. CONSENT:

- 1. Approval of the June 5, 2007 City Council meeting minutes. APPROVED**
- 2. Fourth Judicial District Drug Task Force Grant:** A resolution to accept a federal grant in the amount of \$178,719.00 and a state grant in the amount of \$35,744.00 for the Fourth Judicial District Drug Task Force for 2007-2008.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 110-07.

- 3. Amend Police Department Policy:** A resolution approving an amendment to Fayetteville Police Department Policy 1.2.1 Limits of Authority.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 111-07.

4. **Bid # 05-73 Barloworld Freightliner:** A resolution awarding an additional purchase from Bid # 05-73 to Barloworld Freightliner for the purchase of one (1) additional tandem axle dump truck in the amount of \$90,233.00 for use by the Water & Sewer Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 112-07.

5. **Bid # 07-43 Williams Tractor:** A resolution awarding Bid # 07-43 to Williams Tractor for the purchase of one (1) tractor drawn disc mower conditioner in the amount of \$14,699.00 for use by the Water & Sewer Division at the OMI hay farm.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 113-07.

6. **Bid # 07-44 Countryside Farm and Lawn Equipment:** A resolution awarding Bid # 07-44 to Countryside Farm and Lawn Equipment of Springdale for the purchase of two (2) John Deere 6615 Tractors in the amount of \$93,894.00 for use by the Water & Sewer Division at the OMI hay farm.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 114-07.

7. **Bid # 07-45 Williams Tractor:** A resolution awarding Bid # 07-45 to Williams Tractor for the purchase of one (1) large round baler in the amount of \$21,998.00 for use by the Water & Sewer Division at the OMI hay farm.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 115-07.

8. **Bid # 07-48 Prestige Ford:** A resolution rescinding Resolution No. 63-07; awarding Bid # 07-48 and approving the purchase of one (1) Ford Escape Hybrid from Prestige Ford of Garland, Texas in the amount of \$24,199.00 for use by the Police Division, Parks Patrol.

THIS ITEM WAS REMOVED FROM THE JUNE 19, 2007 CITY COUNCIL MEETING AND REPLACED WITH A NEW NO. 8 AS FOLLOWS:

Bid # 07-48 Lewis Ford: A resolution rescinding Resolution No. 63-07; awarding Bid # 07-48 and approving the purchase of one (1) Ford Escape Hybrid from Lewis Ford in the amount of \$24,496.00 for use by the Police Division, Parks Patrol.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 116-07.

B. UNFINISHED BUSINESS:

1. **Reliance Standard Insurance Coverage:** A resolution approving an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage. *This resolution was Tabled at the June 5, 2007 City Council meeting to the June 19, 2007 City Council meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 117-07.

2. **Walker Park Cell Tower:** A resolution to approve a twenty-five year lease with Callahan Tower Joint Venture for a small lot in Walker Park for a monopine cell tower at an annual rent of between \$12,000.00 and \$54,000.00, plus a \$20,000.00 contribution to the Walker Park Mural Project. *This resolution was Tabled at the May 1, 2007 City Council meeting to the June 5, 2007 City Council meeting. This resolution was Tabled at the June 5, 2007 City Council meeting to the June 19, 2007 City Council meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 118-07.

3. **R-PZD 07-2531 (P.A.H. Facility):** An ordinance establishing a residential planned zoning district titled R-PZD 07-2531, P.A.H. Facility, located at Ivey Lane, 1/4 mile east of highway 265; containing approximately 3.00 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 June 5, 2007 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5026.

C. NEW BUSINESS:

1. **R-PZD 07-2551 (Champions Club Condos):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 07-2551, Champions Club Condos, located at the southwest corner of Razorback Road and 15th Street, east of the Crowne Apartments; containing approximately 4.42 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Mater Development Plan.

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

2. **VAC 07-2568 (Mathias Shopping Centers, Inc.):** An ordinance approving VAC 07-2568 submitted by Crafton, Tull, Sparks and Associates for property located at 1267 North Steamboat Drive to vacate utility easements across the subject property as the utilities have been relocated to allow development on the site.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5027.

3. **Amend Chapter 161: Zoning Regulations:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend Chapter 161: Zoning Regulations in order to clarify language regulating the height setback of buildings located in the Main Street Center Zoning District.

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

4. **(ADM 07-2566) Amend Chapters 151, 161, 162, 163 and 166:** An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend Chapter 161: Zoning Regulations, Chapter 162: Use Units, Chapter 163: Use Conditions, and Chapter 166: Development in order to assign Use Unit 29: Dance Halls, Use Unit 40: Sidewalk Cafes, and use Unit 5: Government Facilities to appropriate zoning districts and to remove references to the C-4 Zoning District and replace with the Downtown Core Main Street Center, and Downtown General Zoning District in the commercial design standards, and to add Animal Ordinance definitions to Chapter 151: Definitions.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5028.

- 5. (ADM 07-2588) Amend Chapters 151, 161 and 163:** An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend Chapter 151: Definitions, Chapter 161: Zoning Regulations and Chapter 163: Use Conditions in order to clarify Artist Studios and Home Occupations and to permit their use in the Downtown Core, Main Street Center and Downtown General Zoning Districts.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5029.

- 6. Smith Communications South Industrial Park Cell Tower Site:** A resolution to approve a lease with Smith Communications for a cell tower site in the South Industrial site for an initial rental of \$850.00 monthly with 50/50 revenue sharing of all cell phone antenna revenue after the initial sublessee.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 119-07

D. INFORMATIONAL:

City Council Tour: None

Meeting adjourned at 7:40 p.m.

Adjourn: 7:40 PM.

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

8-0.

Subject: Nominating Committee Report					
Motion To:		Approve as recommended	Remove Planning Commissioners from the vote		
Motion By:		Lucas	Rhoads		
Seconded:		Thiel	Ferrell		
Nominating Committee Report Approved as Written	Allen	✓	N		
	Rhoads	✓	✓		
	Ferrell	✓	✓		
	Lucas	✓	N		
	Jordan	✓	N		
	Gray	✓	N		
	Thiel	✓	N		
	Cook	✓	N		
	Mayor Coody				

8-0

2-6

Subject: Consent					
Motion To:		Remove Prestige Ford add Landers	Approve Amended Consent		
Motion By:		Ferrell	Jordan		
Seconded:		Jordan	Cook		
Minutes passed passed with Prestige removed and Landers Ford added. Res 110-07 to 116-07	Allen	✓	✓		
	Rhoads	✓	✓		
	Ferrell	✓	✓		
	Lucas	✓	✓		
	Jordan	✓	✓		
	Gray	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Mayor Coody				
		8-0	8-0		

Subject: Reliance Standard Insurance Coverage					
Motion To:		Approve			
Motion By:		Jordan			
Seconded:		Allen			
B.I. Unfinished Business passed 117-07	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Mayor Coody				
		8-0			

Subject: Walker Park Cell Tower					
Motion To:		Amend proceeds stay in Park Fund		Approve as amended	
Motion By:		Thiel		Thiel	
Seconded:		Lucas		Gray	
B.2. Unfinished <u>passed</u> 118-07	Allen	✓		N	
	Rhoads	N		✓	
	Ferrell	N		✓	
	Lucas	✓		✓	
	Jordan	✓		N	
	Gray	✓		✓	
	Thiel	✓		✓	
	Cook	✓		N	
	Mayor Coody				

6-2

5-3

Subject: R-PZD 07-2531 (P.A.H. Facility)					
Motion To:		3rd read	Pass		
Motion By:		Rhoads			
Seconded:		Gray			
B.3. <u>passed</u> 5026	Allen	✓	✓		
	Rhoads	✓	✓		
	Ferrell	✓	✓		
	Lucas	✓	✓		
	Jordan	✓	✓		
	Gray	✓	✓		
	Thiel	✓	✓		
	Cook	✓	N		
	Mayor Coody				

8-0

7-1

Subject: R-PZD 07-2551 (Champions Club Condos)					
Motion To:		2nd read			
Motion By:		Jordan			
Seconded:		Lucas			
C. 1, New Business Left on the Second Reading	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Mayor Coody				

8-0

Subject: VAC 07-2568 (Mathias Shopping Centers, Inc.)					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Lucas	Jordan		
Seconded:		Jordan	Lucas		
C. 2, New Business <u>Passed</u>	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
5027	Mayor Coody				

8-0

8-0

Subject: Amend Chapter 161: Zoning Regulations					
Motion To:		2nd read			
Motion By:		Lucas			
Seconded:		Jordan			
C. 3. New Business Left on the Second Reading	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Mayor Coody				

8-0

Subject: ADM 07-2566 Amend Chapters 151, 161, 162, 163 and 166.					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Cook	Jordan		
Seconded:		Jordan	Cook		
C. 4. New Business Passed 5028	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Mayor Coody				

8-0

8-0

8-0

Subject: ADM - 07-2588 Amend Chapters 151, 161, 163.					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Gray	Jordan		
Seconded:		Ferrell	Thiel		
C. 5. New Business passed 5029	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Mayor Coody				
		8-0	8-0	8-0	

Subject: Smith Communication South Industrial Park Cell Tower Site					
Motion To:					
Motion By:		Ferrell			
Seconded:		No Second			
C. 6. New Business Passed 119-07	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Mayor Coody				

Aldermen

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Nominating Committee Report

Historic District Commission Appointment

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B. UNFINISHED BUSINESS:

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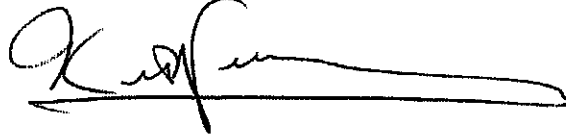
D. INFORMATIONAL:

City Council Tour: None

TO: **Dan Coody, Mayor**
City Council

CC: **Missy Leflar, Human Resources Division Manager**

FROM: **Kit Williams, City Attorney**



DATE: **June 13, 2007**

RE: **\$70,000.00 insurance payment for Clyde Randall**

Missy Leflar, Human Resources Division Manager, has succeeded in getting Reliance Standard Life Insurance Company to agree to pay Clyde Randall's widow the face value of his life insurance policy even though the change in life insurance carriers last fall appeared to make him ineligible. Reliance agreed to make this payment if the Council agreed to at least a one additional year extension of coverage (2009-2010).

Since this City Council cannot absolutely bind a future City Council, the City would have to repay this \$70,000.00 to Reliance if a future City Council decided to change carriers or otherwise not renew the policy with Reliance before the end of 2010. The City of Fayetteville has historically changed insurance carriers infrequently and would likely independently choose to remain with Reliance through 2010 as long as it is providing good service and competitive rates. Therefore, this Memorandum of Agreement which will get the \$70,000.00 to Clyde Randall's widow promptly and without court action should be approved by the City Council.

I would like to thank Missy for her leadership and efforts on this matter. I was initially concerned that litigation, with its delays and uncertain results, would be inevitable. Missy's persistence and negotiating skills helped avoid litigation and will likely result in payment to Clyde Randall's widow without cost to the City of our taxpayers.

MEMORANDUM OF AGREEMENT

This agreement is made on the ____ day of June 2007, by and between Reliance Standard Life Insurance Company ("RSL") and City of Fayetteville. ("Policyholder").

WHEREAS, Policyholder holds Group Policy Number GL-141373 (the "Policy"), a group life policy issued by RSL effective as of November 1, 2006; and

WHEREAS, Clyde Randall (the "Employee") was an Employee of the Policyholder, and who died on December 31, 2006; and

WHEREAS, the Employee was not actively at work at the time the Policy became effective; and

WHEREAS, the Employee did not return to work for one full day prior to the date of his death; and

WHEREAS, the Employee was not eligible for benefits under the terms of the Policy; and

WHEREAS, the Policyholder is seeking payment to the Employee's beneficiary in the amount of \$70,000.00, even though no such benefit is payable under the terms of the Policy.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, RSL and Policyholder do hereby agree as follows:

1. RSL shall pay to the Employee's beneficiary the sum of \$70,000.00. The payment check may bear the legend "extra contractual payment".
2. The Policyholder will ensure that the existing Policy remain in force with RSL at the current rates until the renewal date, November 1, 2009 (the "Initial Policy Period")
3. The Policyholder shall thereafter renew the Policy for an additional term of either one or two years, at the Policyholder's option, (the "Renewal Term") at the applicable rate determined by actuarially reasonable underwriting guidelines and the experience during the Initial Policy period. The renewed Policy shall remain in effect through the Renewal Term.
4. In the event that Policyholder breaches any term of this agreement, including but not limited to the obligation to pay premiums during the Initial Policy Period and the Renewal Term, Policyholder shall reimburse RSL the sum of \$70,000.00, within 15 days of Policy termination.
5. Policyholder shall be responsible for any legal fees and costs incurred by RSL in

Deleted: plus interest

recovering the \$70,000.00 payment.

6. It is agreed and understood that any payments made pursuant to this Agreement by RSL shall be made as an accommodation to Policyholder, and shall not constitute a waiver of any of the Policy provisions or defenses available to RSL under the Policy, nor shall any changes constitute an admission of liability on the part of RSL under the Policy.
7. It is agreed and understood that RSL makes no representation as to the nature of any payments for federal or state income tax purposes.
8. Policyholder hereby releases and forever discharges RSL, its predecessors and successors and assigns, agents, employees, officers, directors, consultants and any other person whatsoever from all claims, demands, damages, liabilities, expenses, damages and causes of action of any kind, with respect to any obligation under the Policy on the life of Clyde Randall.
9. Policyholder agrees to indemnify RSL from any and all claims whatsoever asserted against RSL by any persons, which arise out of the payment(s) provided for in this Agreement.
10. This agreement constitutes the entire agreement between RSL and Policyholder with regard to the payment of any benefits for or on behalf of Employee as set forth herein, and supersedes any prior oral or written agreements between the parties relating to the payment of benefits for or on behalf of Employee.
11. This agreement is governed by the laws of the State in which the Policy was issued. No changes to this agreement shall be valid or binding unless in writing and jointly signed by authorized representatives of both RSL and Policyholder.

Deleted: known or unknown, which could now or may in the future arise against RSL, or the others identified herein, under the group policy or under this agreement, with respect to any payments made hereunder.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have hereunto affixed their hands and seals on the dates set forth below.

**RELIANCE STANDARD LIFE
INSURANCE COMPANY**

CITY OF FAYETTEVILLE

By: _____
Authorized Representative

By: _____
Authorized Representative

Printed Name and Title

Printed Name and Title

Nominating Committee Report
Meeting: Monday, June 11, 2007
Room 326, City Hall 5:00 p.m.
Members Present – Kyle Cook, Adella Gray, Robert Rhoads

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

Audit Committee

- *Anthony Bryant* – One unexpired term ending 12/31/09.

Board of Adjustments

- *Bob Nickell* – One unexpired term ending 03/31/10.

Construction Board of Adjustments and Appeals

- *Dennis Becker* - One unexpired term ending 03/31/10.

Environmental Concerns Committee

There were no applications received.

Fayetteville Arts Council

- *Julie Gabel* – One citizen at large term
- *Michael Landman* - One citizen at large term
- *Bryan Gott* - One citizen at large term
- *Mark Landon Smith* – One citizen at large term
- *John O'Connell* - One citizen at large term
- *Dede Peters* – One working artist term
- *Kathy Thompson* - One working artist term
- *LaDawna Whiteside* - One working artist term
- *Hank Kaminsky* - One working artist term

Historic District Commission

- *Cheri Coley* – One term ending 06/30/10
- *Karon Reese* – One term ending 06/30/10.

Planning Commission

- *Porter Winston* – One unexpired term ending 03/31/09.

Public Facilities Board

There were no applications received.

Telecommunications Board

- *Fred Cusanelli* – One term ending 06/30/11
- *Shelli Bell* – One term ending 06/30/11

Tree and Landscape Advisory Committee

There were no applications received.

Walton Arts Center Council

- *Curt Rom* – One term ending 06/30/10
- *Jeff Schomburger* – One term ending 06/30/10

Walton Arts Center Foundation

- *Jeff Dunn* – One term ending 06/30/10

Youth Activities Committee

There were no applications submitted.

02
6/5

Bates & Associates, Inc.

Civil Engineering & Surveying

3561 No. College / Fayetteville, AR 72703
PH: 479-442-9350 / FAX: 479-521-9350

PLANNED ZONING DISTRICT BOOKLET

FOR

HOUSING FACILITY FAYETTEVILLE

February 22, 2007
BBA # 06-851

Summary:

This project booklet is for the Housing Facility located in north Fayetteville. The project is located ¼ mile east of Highway 265 along Ivey Rd. The format for this booklet will follow the outline set by the "Master Development Plan: Planned Zoning District" guidelines.

a) PAH

P.O. Box 1923
Fayetteville, AR 72702

City of Fayetteville
113 W Mountain
Fayetteville, AR 72702

- b) The proposed project is to provide a Shelter / Rehabilitation Home on Ivey Lane, east of S. Old Missouri Road, in the City of Fayetteville. We are proposing a two story building that has a maximum 28 bedrooms with room for office space. The building foot print will be 14,365 sq ft. The first floor will contain 9,201 sq ft. of bedroom space and 5,164 sq ft. of office space. The second floor will contain 2,806 sq ft. and will only contain future space for additional bedrooms. A future addition to the building will incorporate 2,800 sq ft to be added at a later time. A septic field east of the property will be leased from the City of Fayetteville until such time that the building can connect to city sewer. The property is currently zoned R-A, with R-A and City of Springdale to the north, R-O to the west and R-A to the east and south. The city is providing a buffer lease area that surrounds our project site. Due to this buffer area our building set backs will not meet the set back requirements for R-A zoning. A PZD will allow us to meet building set back requirements.

c) General project concept

- i. Street Lot Layout: This PZD is a single building with parking as required by the UDC.
- ii. Site Plan: See site plan.
- iii. Buffer Area: PA 2 is a buffer area.
- iv. Tree Preservation Area: See site and Tree Preservation plan.
- v. Storm Water Detention Area and Drainage: Drainage runoff sheet flows from the north side of the property to the south side and is collected by the proposed storm sewer system and routed through the detention pond.
- vi. Undisturbed Natural Area: PA 2 is undisturbed area except for areas which will require grading. See site plan.
- vii. Existing and Proposed Utility Connections and Extensions: An 8" water line is located north of the property that is maintained by the Springdale Water Utility. This water line will be utilized to supply water to the proposed building. A septic area east of the property will be utilized to handle the proposed buildings sanitary needs.
- viii. Development and Architectural Designs Standards: The proposed building is designed to have the feel of a inviting home and a place of safety.

ix. Building Elevations: Attached.

- d) Construction to begin in May 2007 and consist of one phase of construction.
- e) Two Proposed Planning Areas (PA). PA-1 encompasses the site that the housing facility occupies. PA-2 encompasses the area that surrounds the housing facility.(See Zoning & Development Standards Plan)

f) PA-1

The PA consists of a single building that will house 28 beds for occupants, office space, and treatment space.

Permitted uses will be City wide uses by right (Use Unit 1), Public protection and utility facilities (Use Unit 3), Cultural and recreational facilities (Use Unit 4), Government Facilities (Use Unit 5), Offices, studios and related services (Use Unit 12), Professional offices (Use Unit 25), Multi-family dwellings (Use Unit 26).

Conditional uses will be City wide uses by conditional use (Use Unit 2)

The residential unit density will be 19 units per acre. The office space will be 5,164 sq ft. located on the 1st floor. The living space will be 9,201 sq ft located on the 1st floor and 2,806 sq ft located on the 2nd floor. Front setbacks will be a 0 ft, side setbacks will be 8 ft, and rear setbacks will be 5 ft. Height restrictions will be 32 ft.

PA-2

The PA consists of green space. No structures will be allowed to be built with in the area.

Permitted uses will be City wide use by right (Use Unit 1)

Conditional uses will be City wide uses by conditional use (Use Unit 2)

g) Chart:

PA-1	Current Zoning (R-A) Requirements	Proposed Zoning (R-PZD) Requirements
Permitted Uses	Use Unit 1 - City wide use by right Use Unit 3 - Public Protection and utility facilities Use Unit 6 - Agriculture Use Unit 7 - Animal husbandry Use Unit 8 - Single Family dwellings Use Unit 9 - Two Family dwellings Use Unit 37 - Manufactured homes	Use Unit 1 - City wide use by right Use Unit 3 - Public Protection and utility facilities Use Unit 4 - Cultural and recreational facilities Use Unit 5 - Government Facilities Use Unit 12 - Offices, Studios and related services Use Unit 25 - Professional Offices Use Unit 26 - Multi-family dwellings

Conditional Uses	Use Unit 2 - City wide uses by conditional use permit Use Unit 4 - Cultural and recreational facilities Use Unit 20 - Commercial recreational facilities Use Unit 24 - Home occupations Use Unit 36 - Wireless communications facilities	Use Unit 2 - City wide uses by conditional use permit
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Density	Units per acre - One half	Units per acre - 19
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Bulk and area regulations	Lot width minimum - 200 ft Lot area minimum Residential - 2 ac Lot area minimum nonresidential - 2 ac	Lot width minimum N/A Lot area minimum Residential - 1.5 ac Lot area minimum nonresidential - 1.5 ac
----------------------------------	---	--

Setback Requirements	Front - 35 ft Side - 20 ft Rear - 35 ft	Front - 0 ft Side - 8 ft Rear - 5 ft
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Height restrictions	No maximum Height restrictions However, any building which exceeds the height of 15 feet shall be set back from any boundary line of any residential district a distance of 1.0 foot per each foot of height in excess of 15 feet.	No maximum Height restrictions However, any building which exceeds the height of 32 feet shall be set back from any boundary line of any residential district a distance of 1.0 foot per each foot of height in excess of 32 feet.
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Building Area	None	On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot
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PA-2	Current Zoning (R-A) Requirements	Proposed Zoning (R-PZD) Requirements
Permitted Uses	Use Unit 1 - City wide use by right Use Unit 3 - Public Protection and utility facilities Use Unit 6 - Agriculture Use Unit 7 - Animal husbandry Use Unit 8 - Single Family dwellings Use Unit 9 - Two Family dwellings Use Unit 37 - Manufactured homes	Use Unit 1 - City wide use by right

Conditional Uses	Use Unit 2 - City wide uses by conditional use permit Use Unit 4 - Cultural and recreational facilities Use Unit 20 - Commercial recreational facilities Use Unit 24 - Home occupations Use Unit 36 - Wireless communications facilities	Use Unit 2 - City wide uses by conditional use permit
-------------------------	--	---

Density	Units per acre - One half	Units per acre - zero
----------------	---------------------------	-----------------------

Bulk and area regulations	Lot width minimum - 200 ft Lot area minimum Residential - 2 ac Lot area minimum nonresidential - 2 ac	Lot width minimum 0 ft Lot area minimum Residential - 0 ac Lot area minimum nonresidential - 0 ac
----------------------------------	---	---

Setback Requirements	Front - 35 ft Side - 20 ft Rear - 35 ft	Front - 50 ft Side - 20 ft Rear - 10 ft
-----------------------------	---	---

Height restrictions	No maximum Height restrictions However, any building which exceeds the height of 15 feet shall be set back from any boundary line of any residential district a distance of 1.0 foot per each foot of height in excess of 15 feet.	N/A
----------------------------	---	-----

Building Area	None	No buildings will be allowed
----------------------	------	------------------------------

- h) Lake Fayetteville Park surrounds the property to the west, south, and east. Copper Creek Park is approximately one mile south of the project site.
- i) A request for a zoning change to this piece of property is being made because the property does not follow any of the cities current front building set back distance for any of the available zones. The reason the building is not within the front building set back is due to an agreement between the City and the Developer concerning the parcel of land the building is proposed to be built on and the buffer lease area that surrounds the project. The agreement calls for 1.5 acres of land to be developed with an additional 1.5 acres of land to surround the project as a buffer lease area. At some time when the City sells the parcel to the south the developer of that parcel will then give the 1.5 acre buff lease area to the Housing Facility. Once the buffer lease area is turned over to the Housing Facility all set backs will be in compliance with current Fayetteville city R-A zoning ordinances.
- j) The surrounding land uses coincide with what the facility will offer to the public.
- i. A United Way Facility is located to the west. The Richardson Center is located to the north-west. A residential house is located to the north-east. And to the south and east the land is primarily pasture.

- ii. The proposed project should have a minor effect on the current traffic conditions.
 - iii. The buildings appearance is house-like. This is in-line with the surrounding buildings. Also, a tree buffer blocks view of the building from Ivey Rd.
 - iv. Signs will follow city sign code.
- k) The project appears to be in compliance with the Fayetteville city Plan 2025.
- l) No traffic study has been done. The proposed project should have a minor effect on the current traffic conditions.
- m) City services utilized with this project will include fire, police and solid waste services. Water will be from Springdale Water Utilities. And the Sewer will be handled by a septic system until such time that the access can be provided to City of Fayetteville's sewer system.
- n) Statement of Commitments
 - i. No dedication is proposed for this project.
 - ii. An offsite drive will be constructed within an access easement. This drive will connect the facility to Ivey Rd.
 - iii. Trees on site will only be removed due to construction and grading as needed. All other trees will remain intact.
 - iv. n/a
 - v. Fire protection shall be provided by the City of Fayetteville.
 - vi. PA-2 shall not have any permanent structures built on it
 - vii. n/a
 - viii. See building elevations.
- o) Conceptual Description of Development Standards, Conditions and Review Guidelines
 - i. The lease buffer area contains trees that will provide screening from Ivey Rd.
 - ii. Traffic shall be kept to a minimum by only having one entrance/exit with gates to control who can and who can not enter.
 - iii. 50 parking spots are proposed. This number is in compliance with the parking ordinance. The parking lot will be designed and constructed in accordance with the standards found in Section 172 of the Unified Development Code.
 - iv. No Perimeter treatment is required.
 - v. No Sidewalks are planed
 - vi. Street lights will be designed and constructed in accordance with the Unified Development Code.
 - vii. Water lines will be designed and constructed in accordance with the Springdale Water Department. A 16" water line is located North of Ivey Rd that we will be tapping.
 - viii. Sewer lines will be designed and constructed in accordance with the City of Fayetteville Water and Sewer Specifications. A septic

field east of the property will be utilized till such time that city sewer is within reach.

- ix. Streets and drainage will be designed and constructed in accordance with the Unified Development Code.
- x. Materials to be similar to the proposed housing facility.
- xi. Tree preservation and Protection will be implemented in accordance with Section 167 of the Unified Development Code.
- xii. Architectural Design Standards to be similar and followed throughout the property
- xiii. Meet city requirements
- xiv. PA-2 to the north will server as a buffer between our project and Ivey Rd.
- xv. The developer understands causes for revocation and will take all the measures necessary to avoid revocation.
- xvi. There are no covenants, trust or homeowner associations associated with this project.

- p) The proposal fulfills the intent of the PZD ordinance by allowing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

HOUSING F FAYETTEVILLE, PLANNED ZONING DEV

GENERAL PROVISIONS Authority

This PZD master development plan is authorized by Sections 161 and 166 Planned Zoning District of the City of Fayetteville Unified Development Code. The provisions of this PZD master development plan shall run with the land. The landowners, their successors, heirs, or assigns shall be bound by this master development plan, as amended and approved by the City Council.

Adoption

The adoption of this PZD master development plan shall evidence the findings and decision of Fayetteville City Council that this Planned Zoning District for Housing Facility is in general conformity with the Fayetteville City Plan 2025; is authorized by the provisions of sections 161 and 166 of the City of Fayetteville Unified Development Code.

The provisions of this PZD master development plan shall prevail and govern the development of Housing Facility, provided, however, that where the provisions of this Master development plan do not address a particular subject, the relevant provisions of the City of Fayetteville Unified Development Code, as amended, or any other applicable resolutions or regulations of the City of Fayetteville, shall be applicable.

Enforcement

To further the mutual interest of the residents, occupants, and owners of the PZD Master development plan and of the public in preservation of the integrity of the Plan, the provisions of this Plan relating to use of land, statement of commitments, development and architectural standards, and the location of common open space shall run in favor of the City of Fayetteville and shall be enforceable at law or in equity by the City without limitation on any power or regulation otherwise granted by law.

Conflict

Where there is more than one provision within the PZD Master Development Plan that covers the same subject matter, the provision which is most restrictive or imposes higher standards or requirements shall govern unless determined otherwise by the Zoning and Development Administrator.

Maximum Level of Development

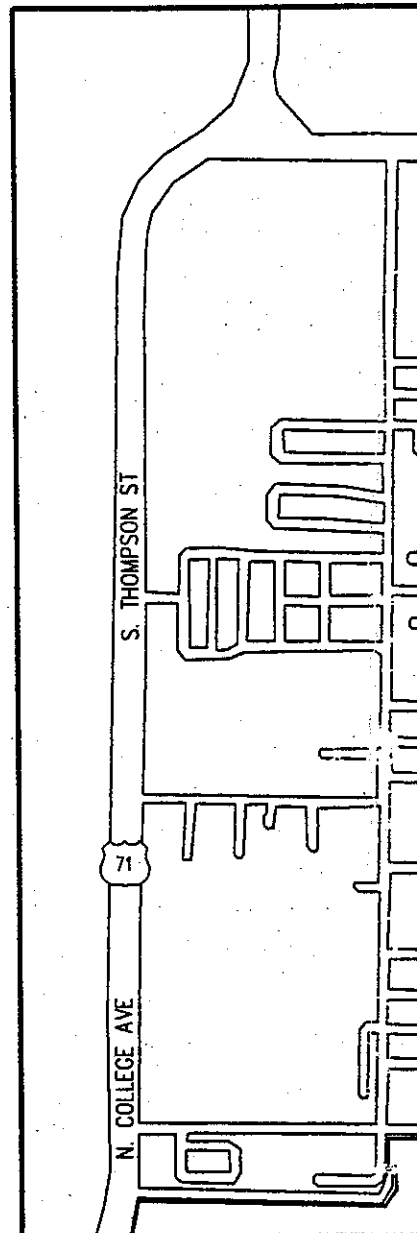
The total number of dwellings or the total commercial, business, or industrial intensity approved for development within the Planning Areas in the maximum development requested for plating or construction. The actual number of dwellings or level of development for commercial, business, or industrial properties may be less due to subdivision or site improvement plan requirements or other requirements of the City Council.

Project Tracking

At the time of subdivision final plat or large scale development the applicant shall provide a summary of the development, to date, to the Planning Division, in order to assure maximum development limits are not exceeded.

INDEX OF DRAWINGS

- 1 COVER SHEET
- 2 ZONING + DEVELOPMENT STANDARDS
- 3 MASTER DEVELOPMENT PLAN
- 4 SITE + UTILITY PLAN
- 5 GRADING + EROSION CONTROL PLAN
- 6-7 LANDSCAPE + TREE PRESERVATION PLAN
- 8 LIGHTING PLAN
- 9 DETAIL SHEET



VICINITY MAP
N.T.S.

BENCHMARK INFORMATION:
I.B.M.
RAILROAD SPIKE
IN POWER POLE
ELEV. 1312.50

PROPERTY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 18, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID FORTY (40) ACRE TRACT; THENCE SOUTH 87° 24' 50" EAST 148.91 FEET TO A POINT; THENCE SOUTH 02° 35' 10" WEST 40.44 FEET TO THE POINT OF BEGINNING, SAID POINT BEING TWENTY-FIVE (25) FEET SOUTHERLY AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE SOUTH 02° 35' 08" WEST 102.85 FEET TO A POINT; THENCE SOUTH 87° 24' 50" EAST 263.31 FEET TO A POINT; THENCE SOUTH 02° 35' 08" WEST 165.93 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 387.78 FEET TO A POINT; THENCE NORTH 02° 35' 08" EAST 165.94 FEET TO A POINT; THENCE PARALLEL TO CENTERLINE OF IVEY ROAD SOUTH 87° 24' 50" EAST 114.47 FEET; THENCE NORTH 02° 35' 08" EAST 102.85 FEET TO A POINT BEING TWENTY-FIVE (25) FEET SOUTHERLY AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE PARALLEL TO SAID CENTERLINE OF IVEY ROAD SOUTH 87° 24' 50" EAST 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES MORE OR LESS, TOGETHER WITH A UTILITY EASEMENT TWENTY FEET IN WIDTH WITH A CENTERLINE LOCATED 35 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF IVEY ROAD.

BUFFER EASEMENT

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 18, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID FORTY (40) ACRE TRACT; THENCE SOUTH 87° 24' 50" EAST 148.91 FEET TO A POINT; THENCE SOUTH 02° 35' 10" WEST 40.44 FEET TO THE POINT OF BEGINNING, SAID POINT BEING TWENTY-FIVE (25) FEET SOUTHERLY AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE SOUTH 87° 24' 50" EAST 309.99 FEET PARALLEL WITH SAID CENTERLINE OF IVEY ROAD TO A POINT; SOUTH 03° 39' 50" WEST 290.05 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 451.08 FEET TO A SET IRON PIN; THENCE NORTH 03° 39' 50" EAST 290.05 FEET TO A POINT, SAID POINT BEING TWENTY-FIVE (25) SOUTHERLY OF AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE PARALLEL TO SAID CENTERLINE OF IVEY ROAD SOUTH 87° 24' 50" EAST 131.09 FEET TO A POINT; THENCE SOUTH 02° 35' 08" WEST 102.85 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 114.47 FEET TO A POINT; THENCE SOUTH 02° 35' 08" WEST 165.94 FEET TO A POINT; THENCE SOUTH 87° 24' 50" EAST 387.78 FEET TO A POINT; THENCE NORTH 02° 35' 08" EAST 165.93 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 263.31 FEET TO A POINT; THENCE NORTH 02° 35' 08" EAST 102.85 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES MORE OR LESS. BUFFER EASEMENT SUBJECT TO INGRESS/EGRESS TO THE "TEMPORARY SEPTIC SYSTEM AREA EASEMENT- LEASE AREA" ADJOINING THE EAST SAID OF THE SAID "BUFFER EASEMENT" WITH THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF SAID SEPTIC SYSTEM

CITY OF FAYETTEVILLE

CONTACT: MR. MATT CASEY, P.E.
ADDRESS: 125 W. MOUNTAIN AVE.
FAYETTEVILLE, AR. 72701
PHONE: 479-575-8267
FAX: 479-557-8202

ELECTRIC

SWEP CO
CONTACT: MR. JIM SARGENT, P.E.
ADDRESS: 101 TOWNSHIP
FAYETTEVILLE, AR. 72703
PHONE: 479-973-2305
FAX: 479-973-2334

ONE CALL

PHONE: 1-800-482-8998

TELEPHONE

SOUTHWESTERN BELL
CONTACT: MS. SUE CLOUSER
ADDRESS: P.O. BOX 7449, 627 WHITE RD.
SPRINGDALE, AR. 72766
PHONE: 479-422-3107
FAX: 479-442-3117

GAS

ARKANSAS WESTERN GAS
CONTACT: MR. JAMIE BOYD
ADDRESS: P.O. BOX 13288
FAYETTEVILLE, AR. 72704
OR, 1811 E. BORICK DRIVE
FAYETTEVILLE, AR. 72701
PHONE: 479-582-8604
FAX: 479-521-9655

CABLEVISION

LARRY GIBSON
COX COMMUNICATIONS
PHONE: 479-273-5644

PLAT PAGE:

PROJECT SITE ADDRESS:

ZONING CLASSIFICATION:

TOTAL SITE AREA:

PROPOSED USE:

OWNER/DEVELOPER:

ENGINEER / SURVEYOR:

FLOOD CERTIFICATION:

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS DETERMINED BY SCALING THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. MAP NUMBER: 05143C0038 D REVISED DATE: FEBRUARY 4, 1998



HOUSING F FAYETTEVILLE PLANNED ZONING DE

NW CORNER SE
1/4, NW 1/4
18-17-29

P.O.C.

BENCH MARK:
RAILROAD SPIKE
IN POWER POLE
ELEV.=1312.50

P.O.B.

S02°35'10"W 40.44'

25' R/W
FROM CENTERLINE

S87°24'50"E 148.91'

S87°24'50"E 10.00'

S87°24'50"E 131.09'

S87°24'50"E 309.99'

70'
INGRESS/EGRESS
EASEMENT
50'-R/W
GRANT TO AWC
BK. 689, PG. 370

EXISTING PARKING LOT

BA
(BUFFER EASEMENT)
(LEASE AREA)

BA
(BUFFER EASEMENT)
(LEASE AREA)

S87°24'50"E 114.47'

S87°24'50"E 263.31'

MU
(MULTI-USE)

50'-RIGHT-OF-WAY
GRANT TO AWC
(BK. 689, PG. 370)

N87°24'50"W 387.78'

N87°24'50"W 451.08'

VC MAP LEGEND
X PRINCIPAL ARTERIAL
(CITY OF FAYETTEVILLE)
CITY LIMITS

VICINITY MAP
N.T.S. NORTH

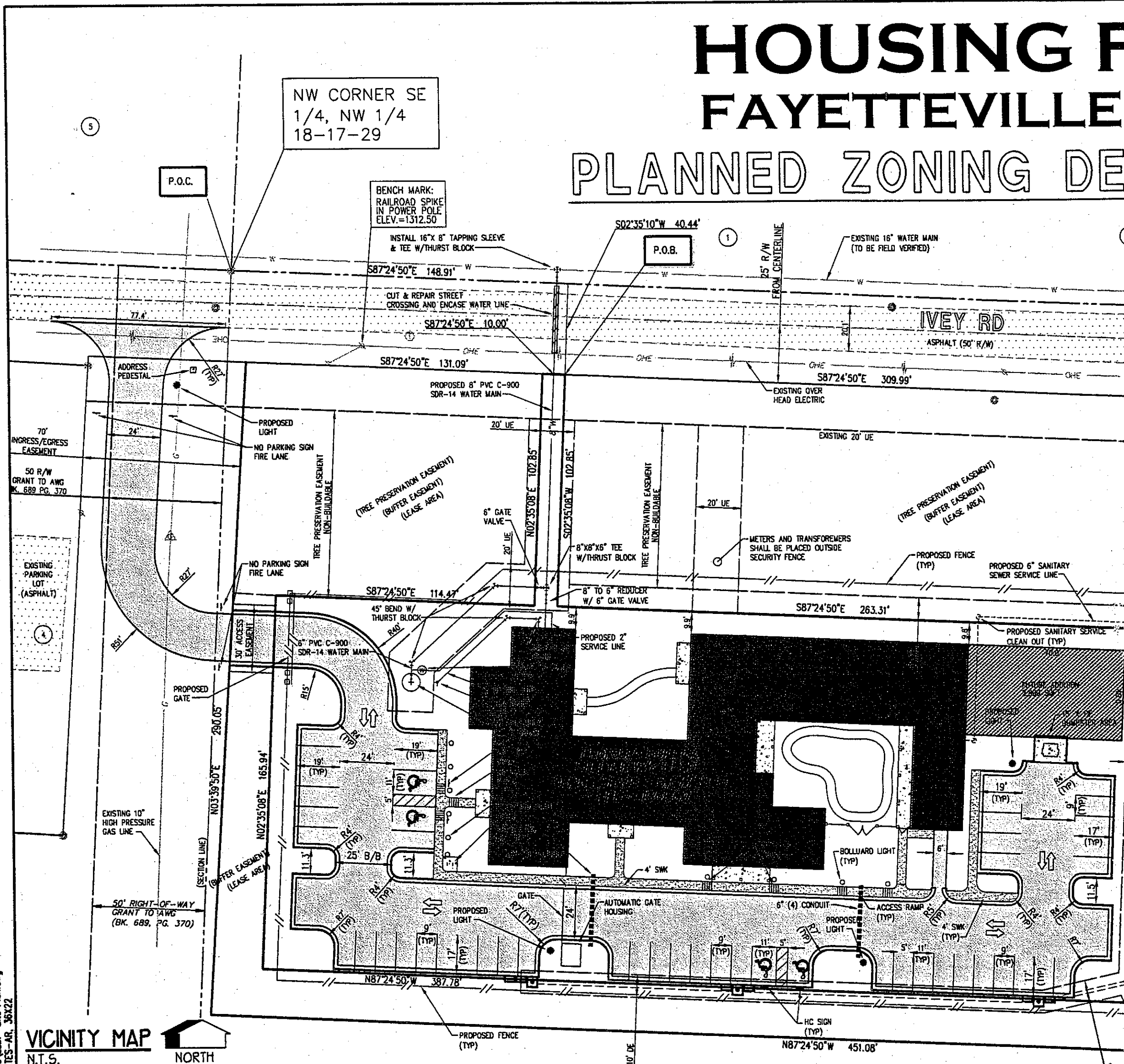
PROJECT
LOCATION

CITY OF SPRINGDALE
CITY OF FAYETTEVILLE

LAND USE		
SYMBOL	LANDUSE	ACRES
MU	MIXED USE	1.5
BA	BUFFER AREA	1.5

Drawing Name: 06\800\06-85\Engineering\Current Drawings\120- Development.dwg
Scale: 1"=30' (PS)
Date: 4/3/2007
Time: 3:14 pm

HOUSING F FAYETTEVILLE PLANNED ZONING DE



VICINITY MAP
N.T.S.



PROJECT
LOCATION

CITY OF SPRINGDALE
CITY OF FAYETTEVILLE

IVEY LN

CLEAR CREEK DR.

ALRIGHT DR

N. GEORGE ANDERSON RD

NOTE:
1) ALL UTILITY SERVICES TO PROPOSED BUILDING ARE APPROXIMATE. CONTRACTOR SHOULD REFER TO ARCH. DRAWINGS FOR ACTUAL LOCATIONS.
2) RESTRICTION- NO PERMANENT STRUCTURES SHALL BE LOCATED IN THE TREE PRESERVATION AREA

VC MAP LEGEND
— X — PRINCIPAL ARTERIAL (CITY OF FAYETTEVILLE)
— CITY LIMITS

ADJACENT PROPERTY OWNERS:
1) 815-30640-000 ELIZABETH RICHARDSON 3917 S OLD MISSOURI RD SPRINGDALE, AR 72764
2) 815-30638-000 TEAGUE, JARVIS H. & B. TEEES OF THE JARVIS H. 1458 IVEY LN SPRINGDALE, AR 72772
3) 765-13206-010 CITY OF FAYETTEVILLE 113 W. MOUNTAIN FAYETTEVILLE, AR 72701
4) 765-13206-200 CITY OF FAYETTEVILLE 113 W. MOUNTAIN FAYETTEVILLE, AR 72701
5) 815-30645-000 RICHARDSON CENTER, IN AN ARKANSAS NON-PR 3917 S OLD MISSOURI SPRINGDALE, AR 72764

- BENCH MARK:**
RAILROAD SPIKE
IN POWER POLE
ELEV.=1312.50



ALL AREAS UNDER BUILDINGS AND PAVED AREAS SHALL BE STRIPPED OF TOPSOIL. THE RESULTING SUB GRADE SHALL BE THOROUGHLY COMPACTED. ANY SOFT OR YIELDING AREAS SHALL BE STABILIZED OR REMOVED AND REPLACED WITH

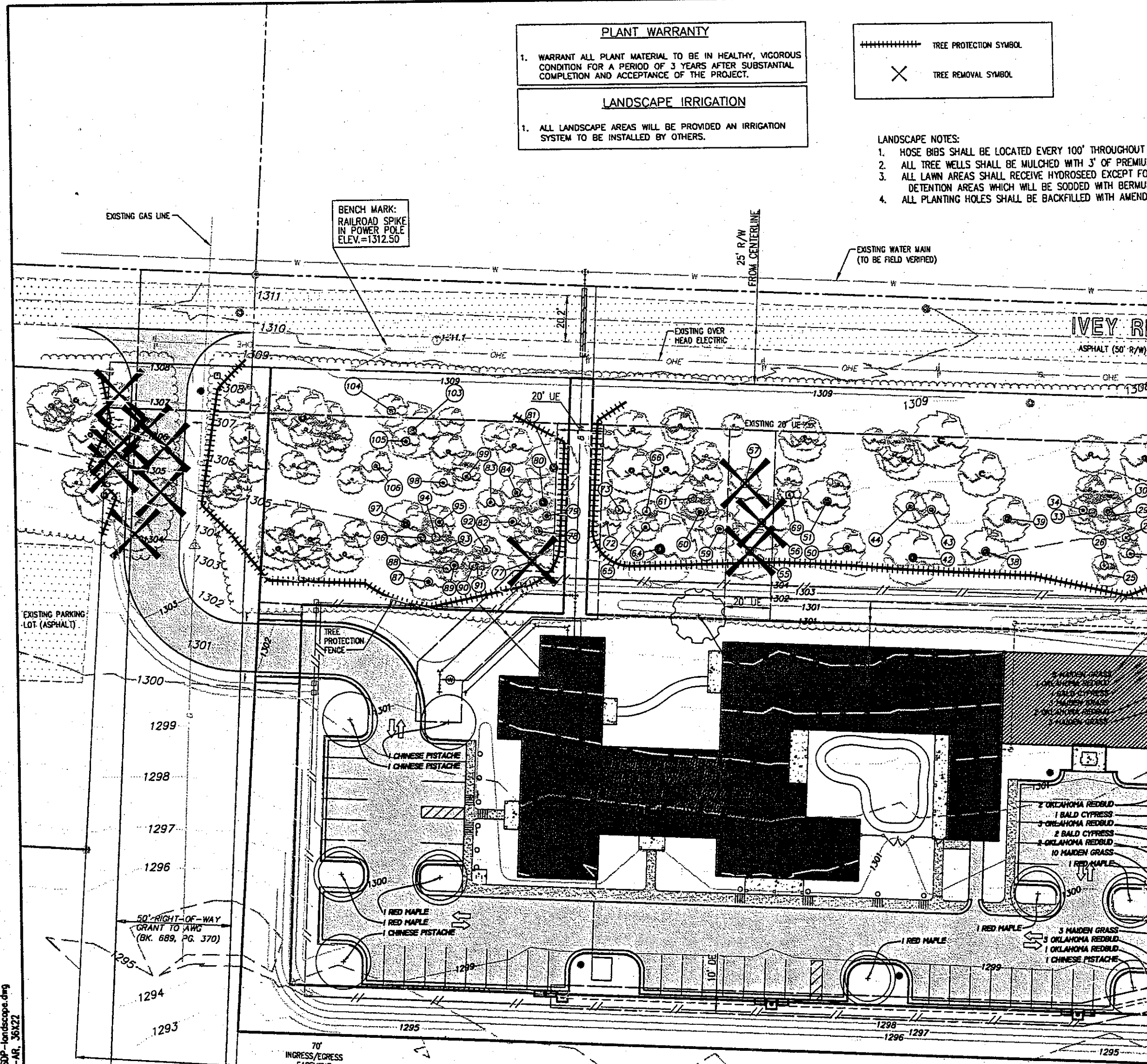
FILL MATERIAL SHALL BE APPROVED BY THE ENGINEER. ALL FILL SHALL BE MADE IN LIFTS NOT EXCEEDING 8" THICKNESS WITH EACH LIFT COMPACTED TO 95% STANDARD PROCTOR DENSITY. FILL SLOPES SHALL NOT BE STEEPER THAN 3:1 SLOPE.

ALL SLOPES AND ANY AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND 4" MINIMUM THICKNESS OF TOPSOIL PLACED. THE TOPSOIL SHALL BE GRADED AND RAKED TO PROVIDE A SMOOTH SURFACE OF UNIFORM GRADE FREE OF ROCKS OR CLODS LARGER THAN 1" DIAMETER.

GROUND COVER, AND/OR HYDROSEEDING WITH A WARM SEASON
ALL GRADED AREAS SHALL HAVE SOO, EROSION FABRIC, HERBACEOUS/
ALTERATION OF THE SOIL IS COMPLETE
GRASS. REVEGETATION SHALL BE IMMEDIATELY AFTER THE PHYSICAL
ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY GRADING
REGULATIONS, SILT FENCES, BERMS, DETENTION PONDS, OR
OTHER MEANS NEEDED TO MEET THE CITY GRADING REQUIREMENTS
SHALL BE PROVIDED AS REQUIRED TO MEET THESE REGULATIONS.

ALL HEAVILY TRAVELED DIRT AREAS SHALL BE WETTED TO PREVENT EXCESSIVE DUST. DURING CONSTRUCTION.

ALL MUD/DIRT LEFT ON PUBLIC STREETS OR ADJACENT PROPERTIES AS A RESULT OF THIS CONSTRUCTION SHALL BE WASHED OR SWEEPED AWAY UNTIL IT IS COMPLETELY REMOVED BY THE CONTRACTOR.



- PLANT WARRANTY**

1. WARRANT ALL PLANT MATERIAL TO BE IN HEALTHY, VIGOROUS CONDITION FOR A PERIOD OF 3 YEARS AFTER SUBSTANTIAL COMPLETION AND ACCEPTANCE OF THE PROJECT.
- LANDSCAPE IRRIGATION**

1. ALL LANDSCAPE AREAS WILL BE PROVIDED AN IRRIGATION SYSTEM TO BE INSTALLED BY OTHERS.

+++++ TREE PROTECTION SYMBOL

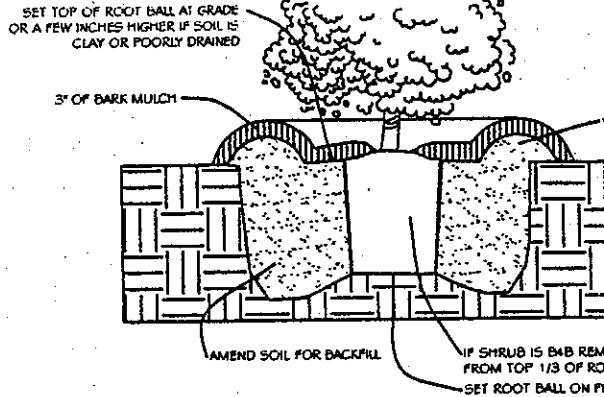
X TREE REMOVAL SYMBOL

- LANDSCAPE NOTES:**
- HOSE BIBS SHALL BE LOCATED EVERY 100' THROUGHOUT
 - ALL TREE WELLS SHALL BE MULCHED WITH 3" OF PREMIUM
 - ALL LAWN AREAS SHALL RECEIVE HYDROSEED EXCEPT FOR DETENTION AREAS WHICH WILL BE SODDED WITH BERMUDA
 - ALL PLANTING HOLES SHALL BE BACKFILLED WITH AMEND

PLANT LIST					
SYM.	COMMON NAME	BOTANICAL NAME	QTY.	SIZE (MIN.)	SPACING (MIN.)
○	CHINESE PISTACHE	<i>Pistacia chinensis</i>	4	2" CALIPER	AS SHOWN
⊗	BALD CYPRESS	<i>Taxodium distichum</i>	5	2" CALIPER	AS SHOWN
⊙	RED MAPLE	<i>Acer rubrum</i> 'October Glory'	5	2" CALIPER	AS SHOWN
⊖	OKLAHOMA REDBUD	<i>Cercis canadensis</i> 'Oklahoma'	16	3 GALLON	AS SHOWN
⊛	MAIDEN GRASS	<i>Miscanthus sinensis</i> 'Gracillimus'	24	1 GALLON	5' ON CENTER

• THESE PLANT MATERIALS MEET THE LANDSCAPE REQUIREMENT FOR STORMWATER FACILITIES: 10,504 S.F.

ALL OF THE BALD CYPRESS (5) AND ALL OF THE CHINESE PISTACHE (4) MAKE UP THE NINE MITIGATED TREES REQUIRED FOR TREE PRESERVATION.

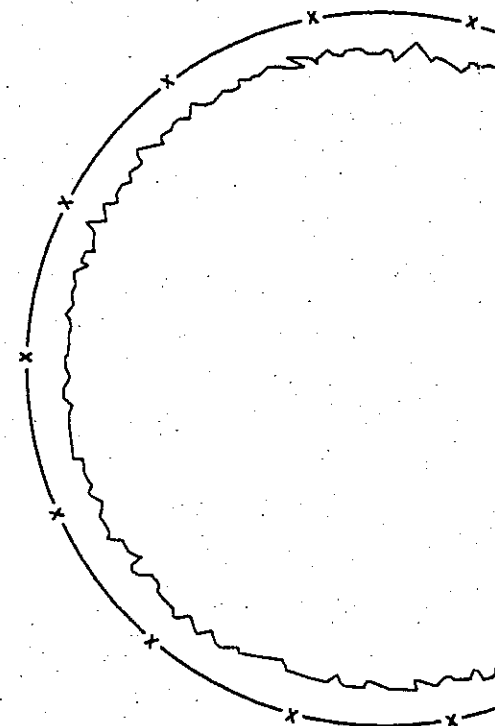


SHRUB PLANTING
SCALE: NOT TO SCALE

NO.	SPECIES	SIZE (IN)	CONDITION	PRIORITY	STATUS	FALLS W/IN EXISTING EASMENT/ ROW	AREA (FT ²)	AREA (AC)	LOW (FT ²)	MID (FT ²)	HIGH (FT ²)
12	ELM	15"	POOR	HIGH	REMAIN	N/A	707	0.02			
13	ELM	20"	FAIR	HIGH	REMAIN	N/A	1257	0.03			
19	SOUTHERN HACKBERRY	15"	FAIR	HIGH	REMAIN	N/A	707	0.02			
25	BLACK JACK OAK	10"	FAIR	MID	REMAIN	N/A	314	0.01			
26	BLACK OAK	10"	GOOD	MID	REMAIN	N/A	314	0.01			
27	BLACK OAK	10"	POOR	MID	REMAIN	N/A	314	0.01			
28	BLACK OAK	10"	FAIR	HIGH	REMAIN	N/A	314	0.01			
29	BLACK OAK	18"	FAIR	HIGH	REMAIN	N/A	1018	0.02			
30	BLACK JACK OAK	16"	POOR	HIGH	REMAIN	N/A	804	0.02			
33	RED OAK	18"	GOOD	HIGH	REMAIN	N/A	1018	0.02			
34	SOUTHERN HACKBERRY	12"	POOR	LOW	REMAIN	N/A	452	0.01			
38	BLACK OAK	20"	GOOD	HIGH	REMAIN	N/A	1257	0.03			
39	RED OAK	20"	GOOD	HIGH	REMAIN	N/A	1257	0.03			
42	BLACK JACK OAK	24"	FAIR	HIGH	TO BE DETERMINED ON SITE	N/A	1810	0.04			
43	ELM	16"	FAIR	HIGH	REMAIN	N/A	804	0.02			
44	RED OAK	14"	GOOD	MID	REMAIN	N/A	616	0.01			
50	BLACK OAK	16"	GOOD	MID	REMAIN	N/A	804	0.02			
51	RED OAK	20"	POOR	HIGH	REMAIN	N/A	1257	0.03			
55	BLACK OAK	24"	FAIR	HIGH	REMOVE	N/A	1810	0.04			
56	BLACK OAK	24"	FAIR	HIGH	REMOVE	N/A	1810	0.04			
57	BLACK JACK OAK	14"	GOOD	HIGH	REMOVE	N/A	314	0.01			
59	BLACK OAK	17"	GOOD	HIGH	REMAIN	N/A	908	0.02			
61	BLACK OAK	16"	GOOD	MID	REMAIN	N/A	804	0.02			
64	BLACK JACK OAK	32"	FAIR	HIGH	TO BE DETERMINED ON SITE	N/A	3217	0.07			
65	ELM	12"	POOR	LOW	REMAIN	N/A	452	0.01			
66	BLACK JACK OAK	10"	GOOD	MID	REMAIN	N/A	314	0.01			
69	ELM	10"	POOR	LOW	REMAIN	N/A	314	0.01			
72	BLACK OAK	12"	GOOD	MID	REMAIN	N/A	452	0.01			
73	BLACK OAK	10"	GOOD	MID	REMAIN	N/A	314	0.01			
77	ELM	20"	FAIR	HIGH	REMOVE	N/A	1257	0.03			
78	ELM	20"	GOOD	HIGH	REMAIN	N/A	1257	0.03			
79	ELM	16"	FAIR	HIGH	REMAIN	N/A	804	0.02			
80	SOUTHERN HACKBERRY	23"	FAIR	HIGH	REMAIN	N/A	1662	0.04			
81	SOUTHERN HACKBERRY	23"	FAIR	HIGH	REMAIN	N/A	1662	0.04			
82	RED OAK	14"	GOOD	MID	REMAIN	N/A	616	0.01			
83	HICKORY	12"	GOOD	HIGH	REMAIN	N/A	452	0.01			
84	ELM	14"	FAIR	HIGH	REMAIN	N/A	616	0.01			
87	RED OAK	16"	GOOD	MID	REMAIN	N/A	804	0.02			
88	ELM	10"	GOOD	LOW	REMAIN	N/A	314	0.01			
89	BLACK OAK	14"	POOR	MID	REMAIN	N/A	616	0.01			
90	BLACK JACK OAK	10"	POOR	MID	REMAIN	N/A	314	0.01			
91	RED OAK	12"	FAIR	MID	REMAIN	N/A	452	0.01			
92	RED OAK	12"	GOOD	MID	REMAIN	N/A	452	0.01			
93	BLACK OAK	12"	FAIR	MID	REMAIN	N/A	452	0.01			
94	ELM	14"	POOR	LOW	REMAIN	N/A	616	0.01			
95	RED OAK	14"	FAIR	MID	REMAIN	N/A	616	0.01			
96	BLACK JACK OAK	22"	FAIR	HIGH	REMAIN	N/A	1521	0.03			
97	BLACK JACK OAK	20"	FAIR	HIGH	REMAIN	N/A	1257	0.03			
98	SOUTHERN HACKBERRY	11"	GOOD	LOW	REMAIN	N/A	380	0.01			
99	ELM	12"	POOR	LOW	REMAIN	N/A	452	0.01			
103	ELM	24"	POOR	HIGH	REMAIN	N/A	1810	0.04			
104	ELM	14"	FAIR	LOW	REMAIN	YES	616	0.01			
105	BLACK OAK	12"	GOOD	MID	REMAIN	N/A	452	0.01			
106	RED OAK	14"	FAIR	MID	REMAIN	N/A	616	0.01			

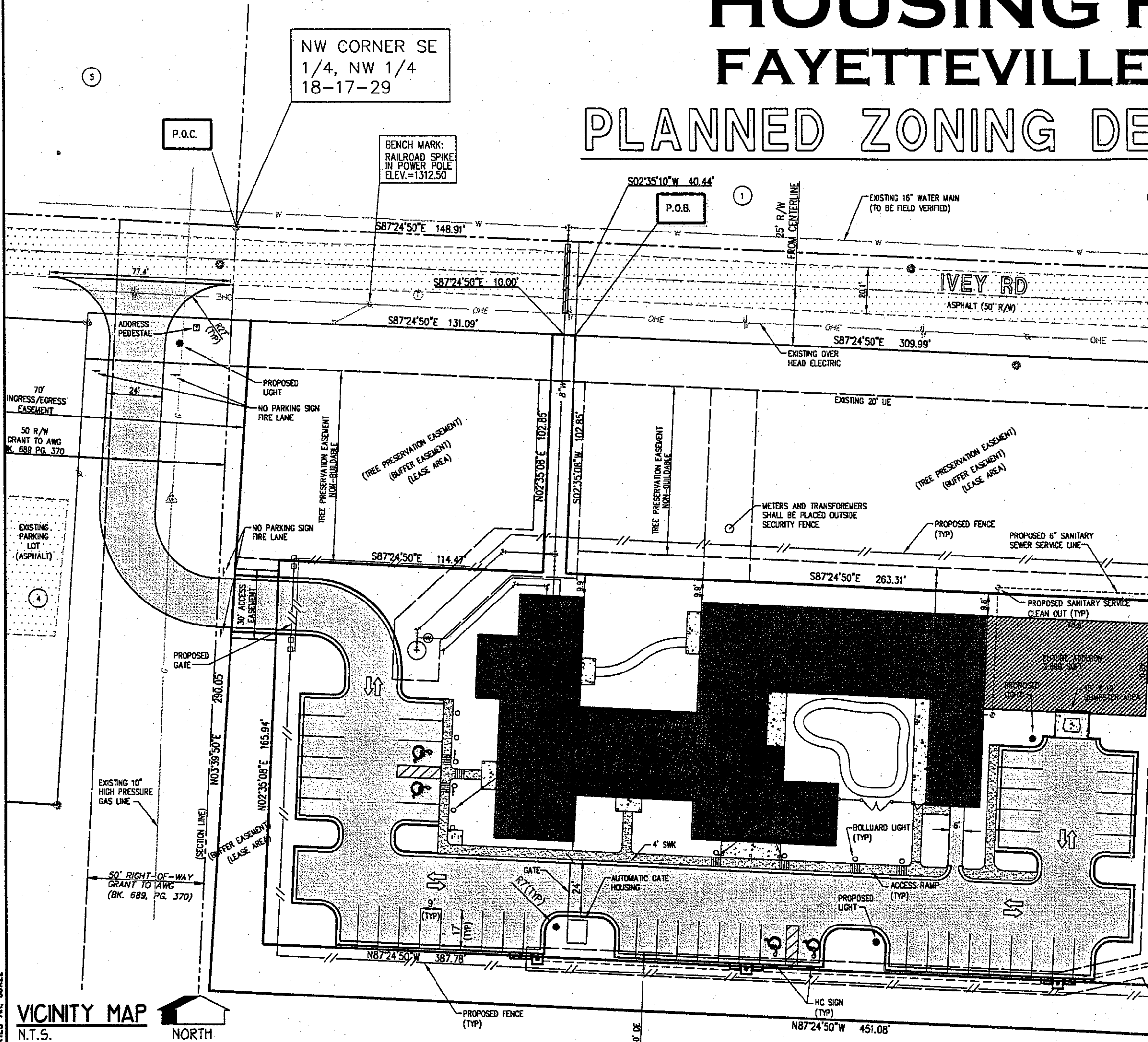
PLANNING AREA 1 & 2		
TREE CALCULATIONS	SQ. FT.	ACRES
GROSS SITE AREA=	130,680	3
TREE CANOPY EXISTING =	37,850	0.869
TREE CANOPY REQUIRED =	32,670	0.750
TREE CANOPY PRESERVED =	30,757	0.706
TREE CANOPY REMOVED =	7,093	0.163
TREE CANOPY BELOW MINIMUM	1,913	0.044

MITIGATION PROPOSED	DENSITY FACTOR	AREA BELOW
LOW PRIORITY CANOPY REMOVED	436	
MID PRIORITY CANOPY REMOVED	290	
HIGH PRIORITY CANOPY REMOVED	218	1.9

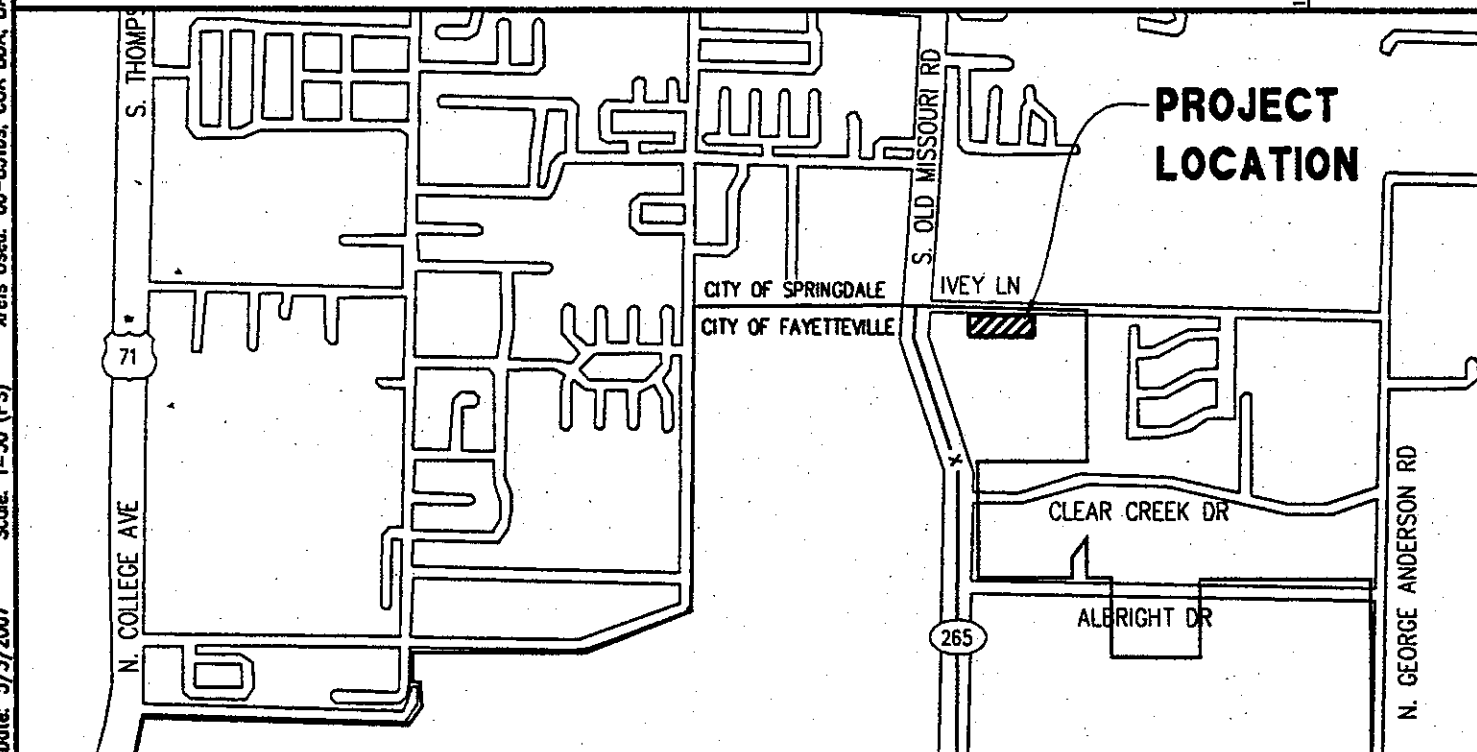


PLAN VIEW
N.T.S.

HOUSING F FAYETTEVILLE PLANNED ZONING DE



VICINITY MAP
N.T.S. NORTH



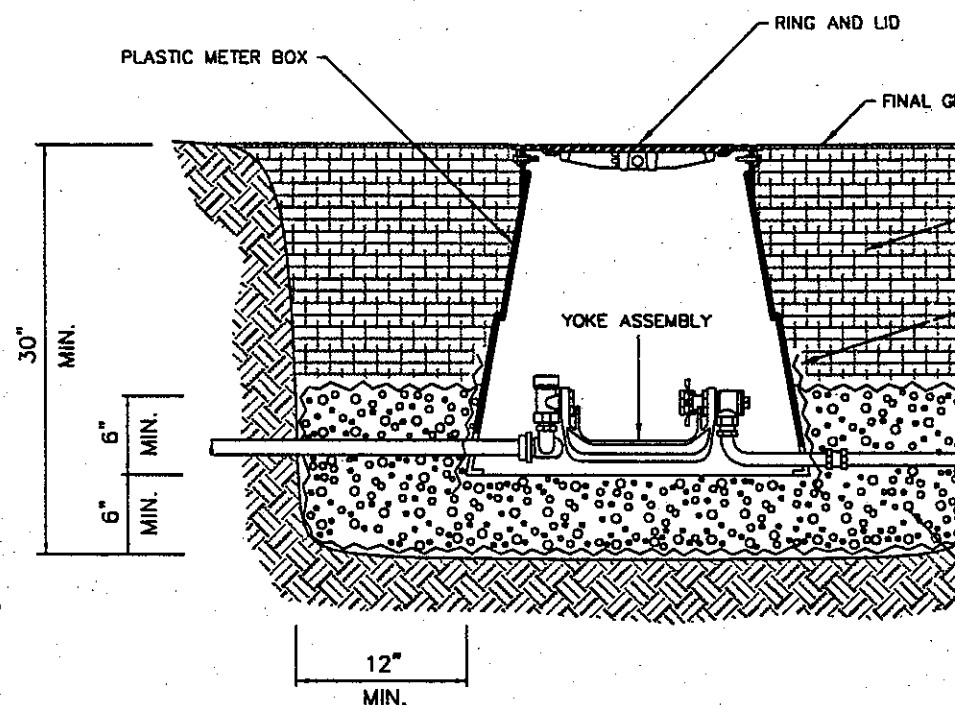
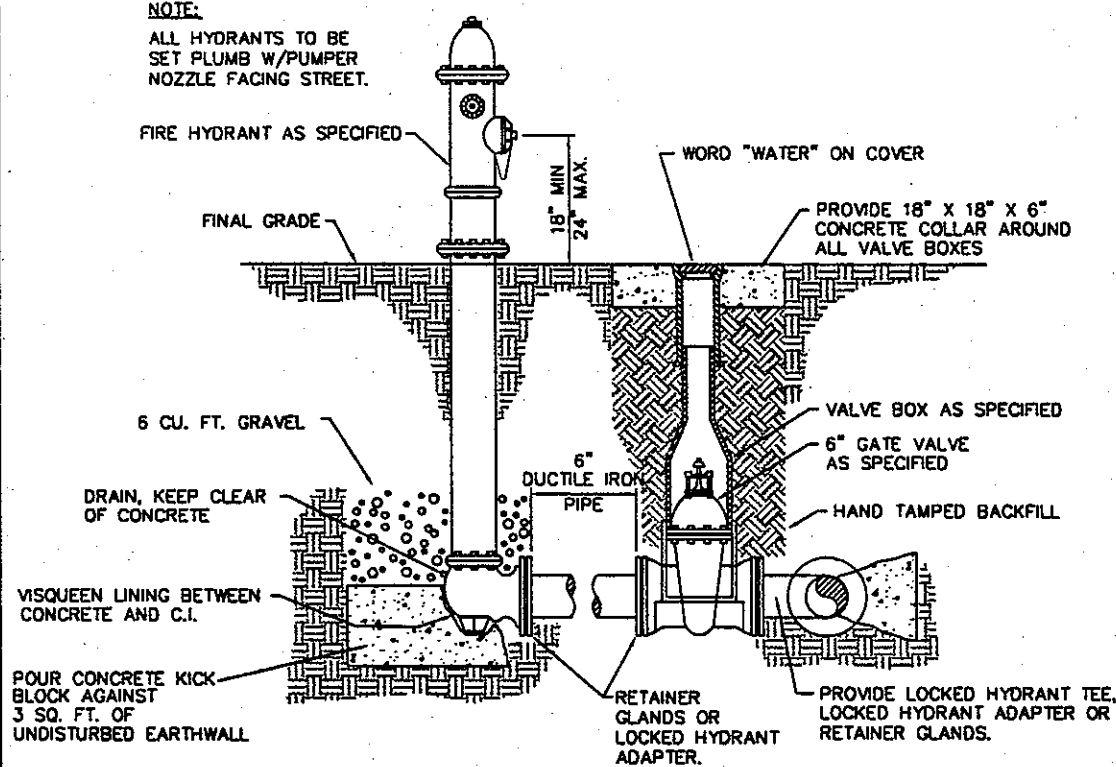
NOTE:
1) ALL UTILITY SERVICES TO PROPOSED BUILDING ARE APPROXIMATE. CONTRACTOR SHOULD REFER TO ARCH. DRAWINGS FOR ACTUAL LOCATIONS.
2) RESTRICTION- NO PERMANENT STRUCTURES SHALL BE LOCATED IN THE TREE PRESERVATION AREA

VC MAP LEGEND
— X — PRINCIPAL ARTERIAL (CITY OF FAYETTEVILLE)
— CITY LIMITS

ADJACENT PROPERTY OWNERS:
1) 815-30640-000 ELIZABETH RICHARDSON 3917 S OLD MISSOURI RD SPRINGDALE, AR 72764
2) 815-30638-000 TEAGUE, JARVIS H. & BE TREES OF THE JARVIS H. 1458 IVEY LN SPRINGDALE, AR 727725
3) 765-13206-010 CITY OF FAYETTEVILLE 113 W. MOUNTAIN FAYETTEVILLE, AR 72701
4) 765-13206-200 CITY OF FAYETTEVILLE 113 W. MOUNTAIN FAYETTEVILLE, AR 72701
5) 815-30645-000 RICHARDSON CENTER, INC. AN ARKANSAS NON-PROF 3917 S OLD MISSOURI RD SPRINGDALE, AR 72764

ALL HYDRANTS TO BE
SET PLUMB W/PUMPER
NOZZLE FACING STREET.

10

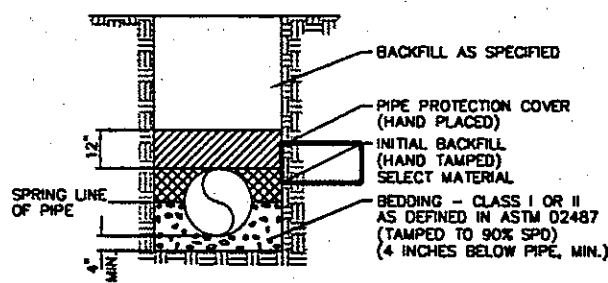


NTS

SPLIT 5/8" X 3/4" METER SETTER (SHOWN)
SINGLE 5/8" X 3/4" AND 1" METER SETTERS (SIM)

N.I.S.

NOMINAL PIPE DIAMETER	"8d" (MAX)	"8" (MAX)
8"	2'-10"	2'-6"
10"	3'-0"	2'-8"
12"	3'-4"	3'-0"
14"	3'-4"	3'-0"
15" OR 16"	3'-6"	3'-0"
18"	4'-0"	3'-6"
20" OR 21"	4'-0"	3'-6"
24"	4'-8"	4'-0"
27"	5'-0"	4'-0"
30"	5'-6"	4'-6"



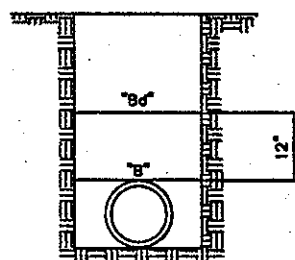
(CLAY PIPE "CLASS B" BEDDING DETAIL)

N.T.S.

N.T.S.

NOTE THE MINIMUM TRENCH WIDTH FOR ALL PIPE SIZES SHALL BE THAT WHICH FOLLOWS A 6" WORKING DISTANCE ON EACH SIDE OF THE BELL.

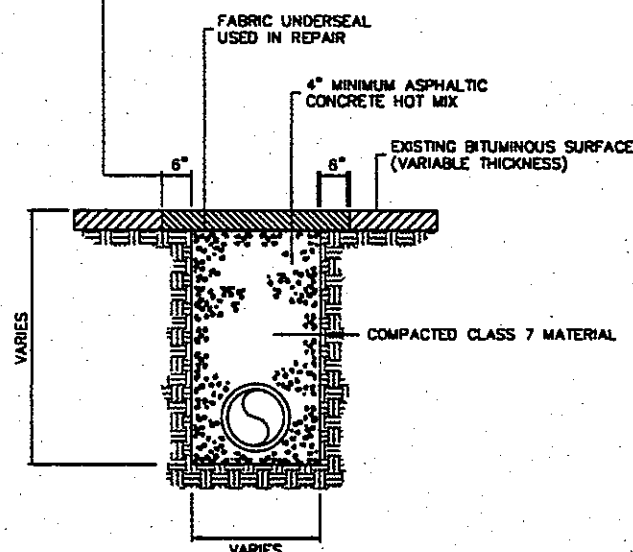
CAST OR DUCTILE IRON
PIPE REQUIRED WHEN
EXISTING OR FINISHED
GRADE WHICHEVER IS
LESS, PROVIDES LESS
THAN 30" OF COVER.



N.T.S.

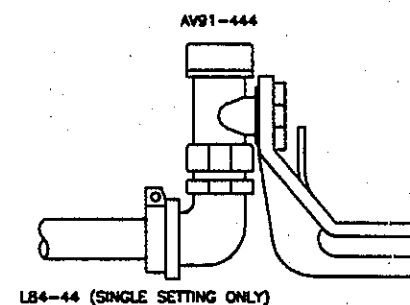
NOTE THE CLASS 7 BASE MATERIAL SHALL BE BROUGHT UP EVENLY IN LIFTS NOT TO EXCEED FOUR (4) INCHES (LOOSE MEASUREMENT) AND COMPACTED WITH MECHANICAL EQUIPMENT TO AT LEAST 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO 180.

SAW CUT 6" FROM TRENCH CUT AND
REMOVE EXISTING BITUMINOUS SURFACE.
TACK WITH SS-1 EMULSION AT 0.25 GSY
BEFORE PLACING UNDERSEAL.



N.T.S.

QUANTITY	DESCRIPTION	CATALOG
(SINGLE SETTING):		
1	INLET CONNECTION	L84-44
1	YOKO ANGLE VALVE	AV91-4
1	YOKO BAR	Y504
1	YOKO ANGLE CHECK VALVE	HA91-4
1	OUTLET CONNECTION	L85-44
1	METER BOX AND LID	(DRAWING)



• NOTE: METER AND EXPANSION CONNE

N.T.S.

Drawing Name: 06\800\06-851\Engineering\Current Drawings\PZD06toils.dwg
Xrefs Used: COA 88A, BATES-AR, 36X22
Scale: 1=1 (PS)

Time: 8:30 am
Date: 5/7/2007

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

Added at the
City Council Meeting
6/19/07 Ses

19-Jun-07

City Council Meeting Date

David Bragg

Submitted By

Fleet Operations

Division

Operations

Department

Action Required:

Rescind resolution #63-07 awarding purchase of an Escape Hybrid to Landers Ford of Little Rock; and a resolution awarding bid #07-48 to Lewis Ford of Fayetteville, Arkansas in the amount of \$24,496 for the purchase of a Ford Escape Hybrid for use by Police Division for Park patrol.

\$24,496.00

Cost of this request

\$

224,000.00

Category/Project Budget

Police/Passenger Vehicles

Program Category / Project Name

9700.1920.5802.00

Account Number

\$

146,024.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02081.1

Project Number

\$

77,976.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

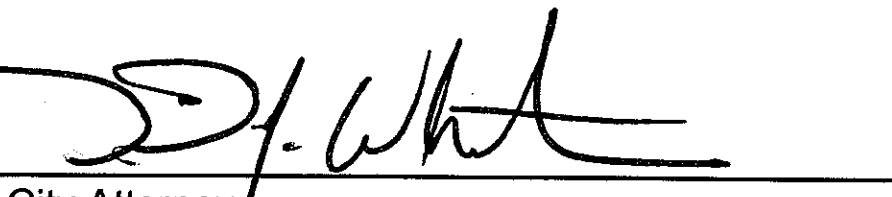

Department Director

6-18-07
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

6/18/07
Date

Received in City Clerk's Office

ENTERED

6/18/07

aw


Finance and Internal Service Director

6-18-07

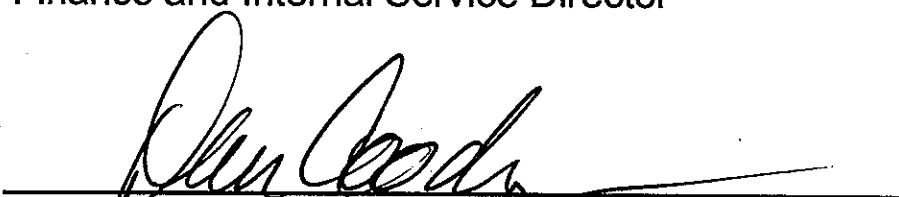
Date

Received in Mayor's Office

ENTERED

6/18/07

PK


Mayor

6/20/07
Date

Comments:



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

Interdepartmental Correspondence

To: Mayor/City Council

Thru: Gary Dumas, Director of Operations

From: David Bragg, Fleet Operations Superintendent

Date: May 29, 2007

Subject: Purchase of one Ford Escape Hybrid

RECOMMENDATION: That City Council rescind resolution #63-07 to purchase a Ford Escape Hybrid off the state contract from Landers Ford of Little Rock, and approve the purchase of one Ford Escape Hybrid from Lewis Ford of Fayetteville, Arkansas for use by Police Division for Park patrol.

BACKGROUND: At the Council meeting of April 17, the purchase of one Ford Escape hybrid SUV from the State vehicle purchase contract was approved for the Police Department Parks Patrol. Prior to placing the order for this vehicle, Fleet staff determined that substantial tax credits available to the selling dealer for hybrid vehicle sales to tax exempt entities were not factored into the State purchase contract price and no discount would be allowed to Fayetteville for this purchase. After visiting with other Ford dealers, the decision was made to bid this purchase in an effort to take advantage of the tax credit.

Bid #07-48 was opened on May 25, 2007 for one compact hybrid sport utility vehicle. Three bid responses were received. A detailed tabulation sheet is attached. The lowest bid from Prestige Ford of Garland, Texas meets all specifications. **Since opening of this bid, Prestige Ford has been bought out by another company and they have advised they are unable to honor the bid.** The second lowest bid from Lewis Ford of Fayetteville also meets all specifications.

I recommend purchase of the Escape Hybrid from Lewis Ford in the amount of \$24,496.

Funds are budgeted and available in the 2007 CIP budget, Project 02081, Police/Passenger Vehicles.

Purchase of the Ford Escape hybrid from Prestige Ford was approved by the Equipment Committee at the meeting of May 29, 2007. The bid from Lewis Ford is \$297.00 higher.

RESOLUTION NO. _____

A RESOLUTION RESCINDING RESOLUTION No. 63-07;
AWARDING BID #07-48 AND APPROVING THE PURCHASE OF
ONE (1) FORD ESCAPE HYBRID FROM LEWIS FORD IN THE
AMOUNT OF \$24,496.00 FOR USE BY THE POLICE DIVISION,
PARKS PATROL.

**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 rescinds Resolution No. 63-07.

Section 2. That the City Council of the City of Fayetteville, Arkansas
hereby awards Bid #07-48 and approves the purchase of one (1) Ford Escape
Hybrid from Lewis Ford in the amount of \$24,496.00 for use by the Police
Division, Parks Patrol.

PASSED and APPROVED this 19th day of June, 2007.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



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

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Kyle Cook Bobby Ferrell
Adella Gray Lioneld Jordan

FROM: David Bragg, Fleet Operations Supt

DATE: May 29, 2007

SUBJECT: Award of Bid 07-07

Bid #07-48 was opened on May 25, 2007 for one compact hybrid sport utility vehicle for assignment to the Police Parks Patrol. Three bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Prestige Ford of Garland, Texas for a Ford Escape Hybrid meets all specifications.

I recommend acceptance of the bid from Prestige Ford in the amount of \$24,199.00.

This vehicle was previously approved for purchase from the state vehicle purchase contract for \$26,066.00, however, it was determined that hybrid vehicle tax incentives were not included in that contract and the decision was made to solicit bids.

Funds are budgeted and available in the 2007 CIP budget, Project 02081, Police/Passenger Vehicles

Cc:
Gary Dumas

APPROVED 4-0
5/29/07
2RB

BID: 07-48

5/25/2007

2:00 PM

CITY OF FAYETTEVILLE



Bid 07-48, Hybrid Sport Utility Vehicle

BIDDER	Manufacturer	Model	Total Bid Price
1 Landers McLarty Ford Jeep Vehicle Transfer	Ford	Escape Hybrid	\$26,056.00 \$1,000.00 \$25,056.00
2 Lewis Ford Sales, Inc. Vehicle Transfer	Ford	2008 Escape Hybrid 4x4	\$24,496.00 N/A \$24,496.00
3 Prestige Ford Vehicle Transfer	Ford	Escape Hybrid 4x4	\$24,199.00 \$0.00 \$24,199.00

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

CERTIFIED:

P. Vice

P. VICE PURCH MGR

J. Fourn

WITNESS

5/29/07

DATE

City Of Fayetteville

(Not a Purchase Order)

Requisition No. Date: 6/18/2007									
P.O Number Expected Delivery Date:									
Mail Yes: No: XX									
Taxable Yes: XX No:									
Division Head Approval Quotes Attached									
Extension: 485 Yes: No:									
Project/Subproject # Inventory # Fixed Asset #									
Vendor # Vendor Name: LEWIS FORD 7040									
Address: Fob Point:									
City: State:									
Requester Requester's Employee #									
Barbara Olsen 1940									
Item Description Quantity Unit of Issue Unit Cost Extended Cost Account Numbers									
1	2007 FORD ESCAPE HYBRID, PER	1	EA	\$24,496.00	\$24,496.00	9700.1920.5802.00	02081.1		
2	BID #07-48, TO BE UNIT #1175		EA		\$0.00				
3	FIXED ASSET #701175		EA		\$0.00				
4			EA		\$0.00				
5			EA		\$0.00				
6			EA		\$0.00				
7			EA		\$0.00				
8			EA		\$0.00				
9			EA		\$0.00				
10			EA		\$0.00				
	Shipping/Handling		Lot		\$0.00				
Subtotal: 24,496.00 Tax: EXEMPT Total: 24,496.00									
Special Instructions:									
Approvals:									
Mayor: Department Director: Finance & Internal Services Director: Dispatch Manager:									
Purchasing Manager: IT Manager:									

NEW CELL TOWER SOUTH INDUSTRIAL PARK ON CITY PROPERTY

Handled out at the Council Meeting 6-19-07 B.J. Walker Park Cell Tower

ENE271630

SWNW261630

CITY OF
FAYETTEVILLE
PROPERTY

ESE271630

NVSW261630

SMITH
COMMUNICATIONS
NEW CELL SITE

75' to 100' around
community access
equipment 150ft
municipal

ESE271630

ARM

SENW261630

HANNAS

SWNE261630

SENE261630

PONTIAC

AWG

INSEW261630

NVSE261630

NVSE261630

PROPERTY DESCRIPTION

Part of the Northwest Quarter of the Southwest Quarter, Section 26, Township 16 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at an existing monument marking the Northwest Corner of the Northwest Quarter of the Southwest Quarter. Thence along the west line of the Northwest Quarter, South 02 degrees 50 minutes 13 seconds West, 2,541.94 feet to a 1/2 inch existing rebar marking the Northwest Corner of the Northwest Quarter of the Southwest Quarter, also being the Northwest Corner of Lot 19, Fayetteville Industrial Park. Thence along the north line of said forty and the north line of Lot 19, South 87 degrees 19 minutes 37 seconds East, 872.20 feet to a point marking the Northeast Corner of Lot 19, Fayetteville Industrial Park. Thence along the east line of said Lot 19, South 02 degrees 04 minutes 03 seconds West, 988.86 feet to a point marking the Southeast Corner of Lot 19, Fayetteville Industrial Park. Thence South 87 degrees 16 minutes 26 seconds East, 261.50 feet. Thence North 02 degrees 50 minutes 13 seconds East, 50.18 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence continue North 02 degrees 50 minutes 13 seconds East, 75.00 feet to a 1/2 inch set rebar with cap. Thence South 88 degrees 33 minutes 44 seconds East, 75.00 feet to a 1/2 inch set rebar with cap. Thence South 02 degrees 50 minutes 13 seconds West, 75.00 feet to a 1/2 inch set rebar with cap. Thence North 88 degrees 33 minutes 44 seconds West, 75.00 feet to the Point of Beginning, containing 5,623.32 square feet and subject to any Easements of Record.

Also a 30.00 foot Road and Utility Easement being 15.00 feet each side of a centerline and being more particularly described as follows:

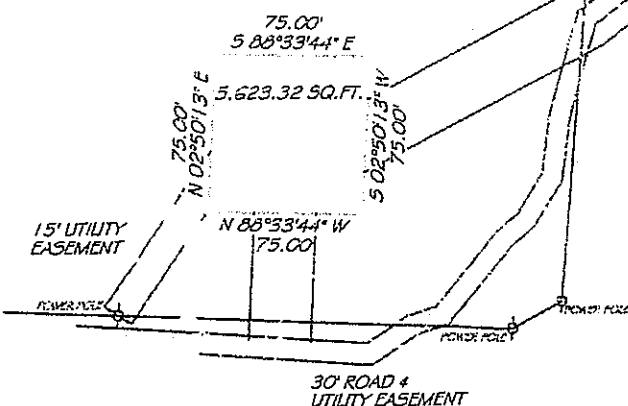
Commencing at an existing monument marking the Northwest Corner of the Northwest Quarter of the Southwest Quarter. Thence along the west line of the Northwest Quarter, South 02 degrees 50 minutes 13 seconds West, 2,541.94 feet to a 1/2 inch existing rebar marking the Northwest Corner of the Northwest Quarter of the Southwest Quarter, also being the Northwest Corner of Lot 19, Fayetteville Industrial Park. Thence along the north line of said forty and along the north line of Lot 19, South 87 degrees 19 minutes 37 seconds East, 872.20 feet to a point marking the Northeast Corner of Lot 19, Fayetteville Industrial Park. Thence along the east line of Lot 19, South 02 degrees 04 minutes 03 seconds West, 988.86 feet to a point marking the Southeast Corner of Lot 19, Fayetteville Industrial Park. Thence South 87 degrees 16 minutes 26 seconds East, 261.50 feet. Thence North 02 degrees 50 minutes 13 seconds East, 50.18 feet to a 1/2 inch set rebar with cap. Thence South 88 degrees 33 minutes 44 seconds East, 75.00 feet to a 1/2 inch set rebar with cap. Thence North 02 degrees 50 minutes 13 seconds East, 37.50 feet to the Point of Beginning. Thence North 62 degrees 35 minutes 41 seconds East, 120.36 feet to the centerline of a 10.00 foot gravel road. Thence along the centerline of said gravel road the following bearings and distances: North 52 degrees 03 minutes 47 seconds East, 28.48 feet. North 67 degrees 42 minutes 23 seconds East, 30.85 feet. North 50 degrees 58 minutes 26 seconds East, 43.25 feet. North 43 degrees 03 minutes 24 seconds East, 11.56 feet. North 59 degrees 26 minutes 32 seconds East, 19.18 feet. North 70 degrees 58 minutes 13 seconds East, 28.89 feet. North 61 degrees 25 minutes 03 seconds East, 2.30 feet to the West Right of Way line of Black Oak Road and the Point of Termination.

Also a 15.00 foot Utility Easement being 7.50 feet each side of a centerline and being more particularly described as follows:

Commencing at an existing monument marking the Northwest Corner of the Northwest Quarter of the Southwest Quarter. Thence along the west line of the Northwest Quarter, South 02 degrees 50 minutes 13 seconds West, 2,541.94 feet to a 1/2 inch existing rebar marking the Northwest Corner of the Northwest Quarter of the Southwest Quarter, also being the Northwest Corner of Lot 19, Fayetteville Industrial Park. Thence along the north line of said forty and the north line of Lot 19, South 87 degrees 19 minutes 37 seconds East, 872.20 feet to a point marking the Northeast Corner of Lot 19, Fayetteville Industrial Park. Thence along the east line of Lot 19, South 02 degrees 04 minutes 03 seconds West, 988.86 feet to a point marking the Southeast Corner of Lot 19, Fayetteville Industrial Park. Thence South 87 degrees 16 minutes 26 seconds East, 261.50 feet. Thence North 02 degrees 50 minutes 13 seconds East, 74.49 feet to the Point of Beginning. Thence South 34 degrees 26 minutes 32 seconds West, 76.93 feet to a Power Pole and the Point of Termination.

Also a 30.00 foot Road and Utility Easement being 15.00 feet each side of a centerline and being more particularly described as follows:

Commencing at an existing monument marking the Northwest Corner of the Northwest Quarter of the Southwest Quarter. Thence along the west line of the Northwest Quarter, South 02 degrees 50 minutes 13 seconds West, 2,541.94 feet to a 1/2 inch existing rebar marking the Northwest Corner of the Northwest Quarter of the Southwest Quarter, also being the Northwest Corner of Lot 19, Fayetteville Industrial Park. Thence along the north line of said forty and the north line of Lot 19, South 87 degrees 19 minutes 37 seconds East, 872.20 feet to a point marking the Northeast Corner of Lot 19, Fayetteville Industrial Park. Thence along the east line of Lot 19, South 02 degrees 04 minutes 03 seconds West, 988.86 feet to a point marking the Southeast Corner of Lot 19, Fayetteville Industrial Park. Thence South 87 degrees 16 minutes 26 seconds East, 261.50 feet. Thence North 02 degrees 50 minutes 13 seconds East, 50.18 feet to a 1/2 inch set rebar with cap. Thence South 88 degrees 33 minutes 44 seconds East, 75.00 feet to the Point of Beginning. Thence South 02 degrees 43 minutes 34 seconds West, 61.02 feet to the Point of Termination.



SURVEYORS' DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the writer or verbal certification of the person named as the buyer and/or user as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A., will not be responsible or have any liability to any other person or company who uses this plat without written authorization.

LEGEND

UTILITY EASEMENT

30' ROAD

GRAPHIC SCALE

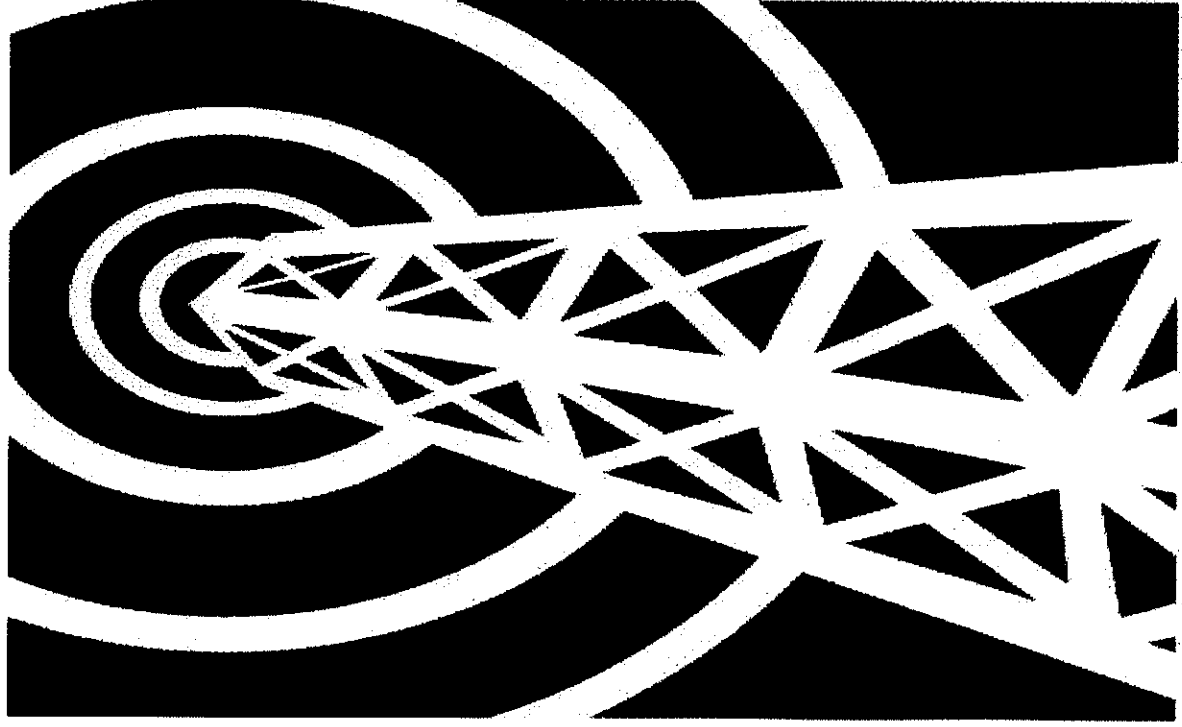
REFERENCE DEED

SURVEY NOTES

CLASS OF RECORD

NW 1/4 SW 1/4, SECTION 26, T-16-N, R-30-W

Handed out at the Council Meeting 6-19-07 B.J. Walker Park

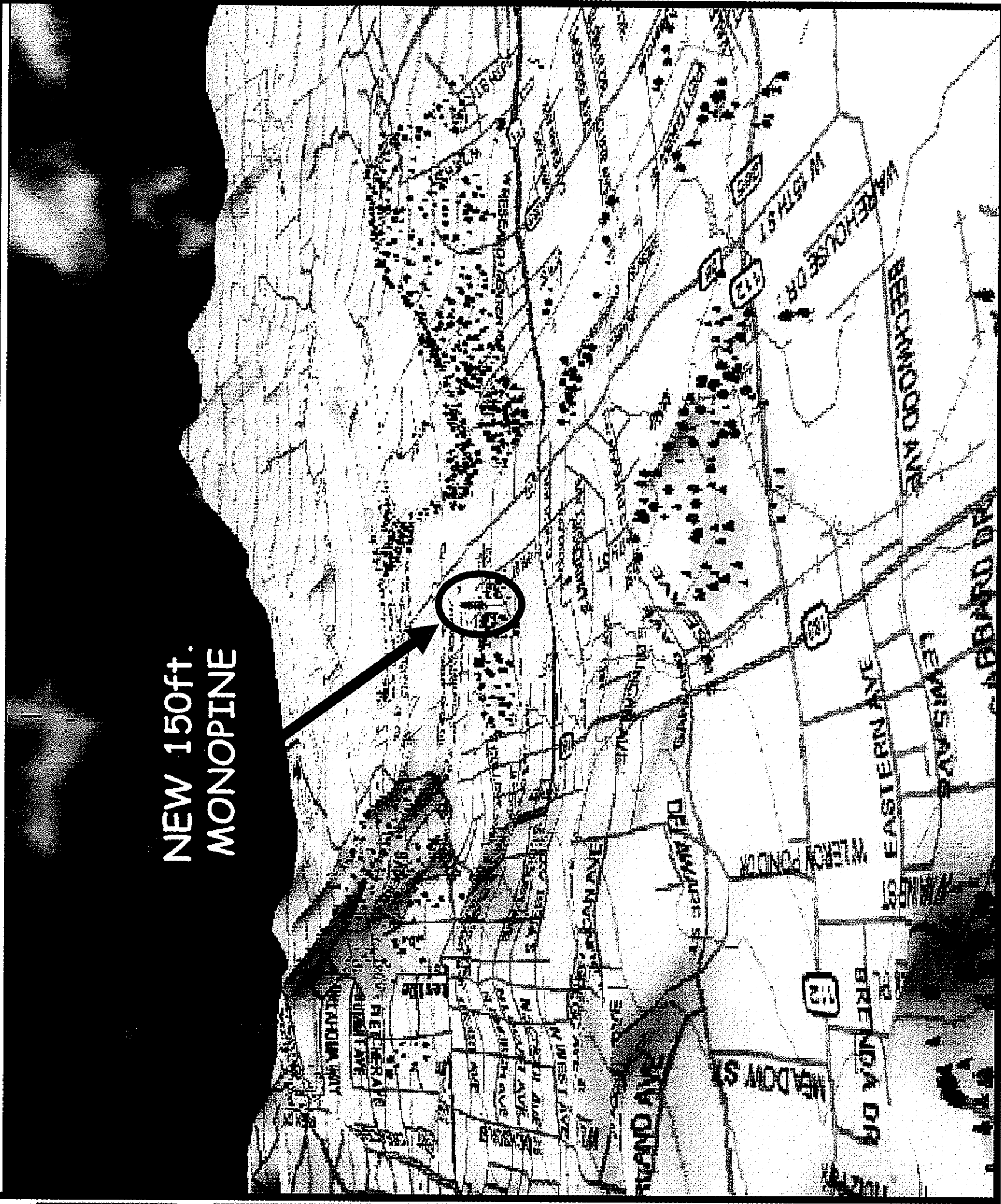


SMITH Two-Way RADIO

Smith Two Way Radio

Proposal for NEW Wireless Communications Facility @ WALKER PARK

Cell Tower

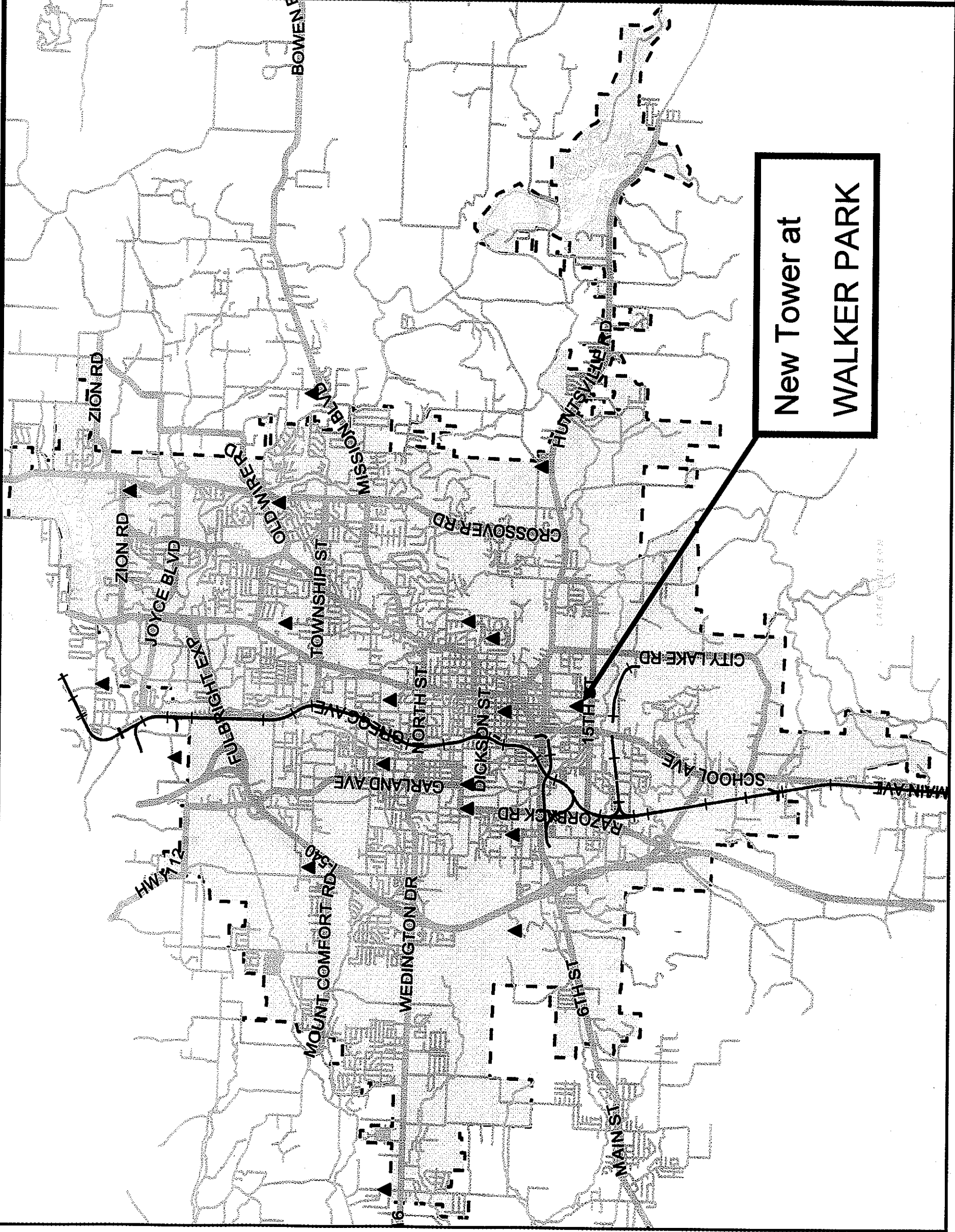




SMITH
Two-Way
RADIO

Smith Two Way Radio

Existing and Planned Facilities

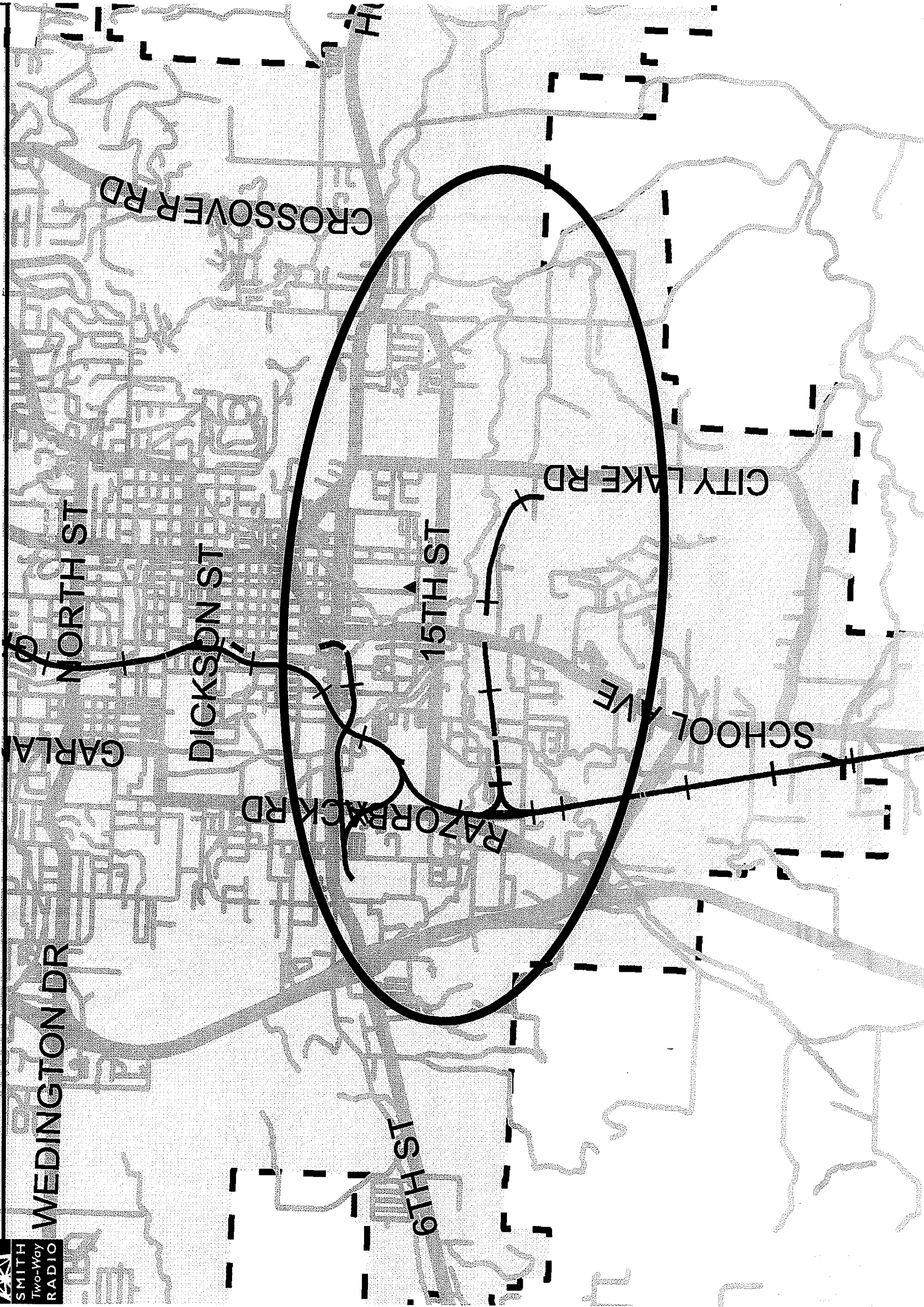




SMITH
Two-Way
RADIO

Smith Two Way Radio

Geographic Area the Project Will Serve





Smith Two Way Radio

Single Family Residences 1/2 Mile Radius



This Area
is Single
Family
Residents



SMITH
Two-Way
RADIO

Smith Two Way Radio

500 ft ^{R¹⁶} Radius



Image © 2007 Arkansas GIS
© 2007 Europa Technologies

© 2007 Navteq

Streaming 100% 100%

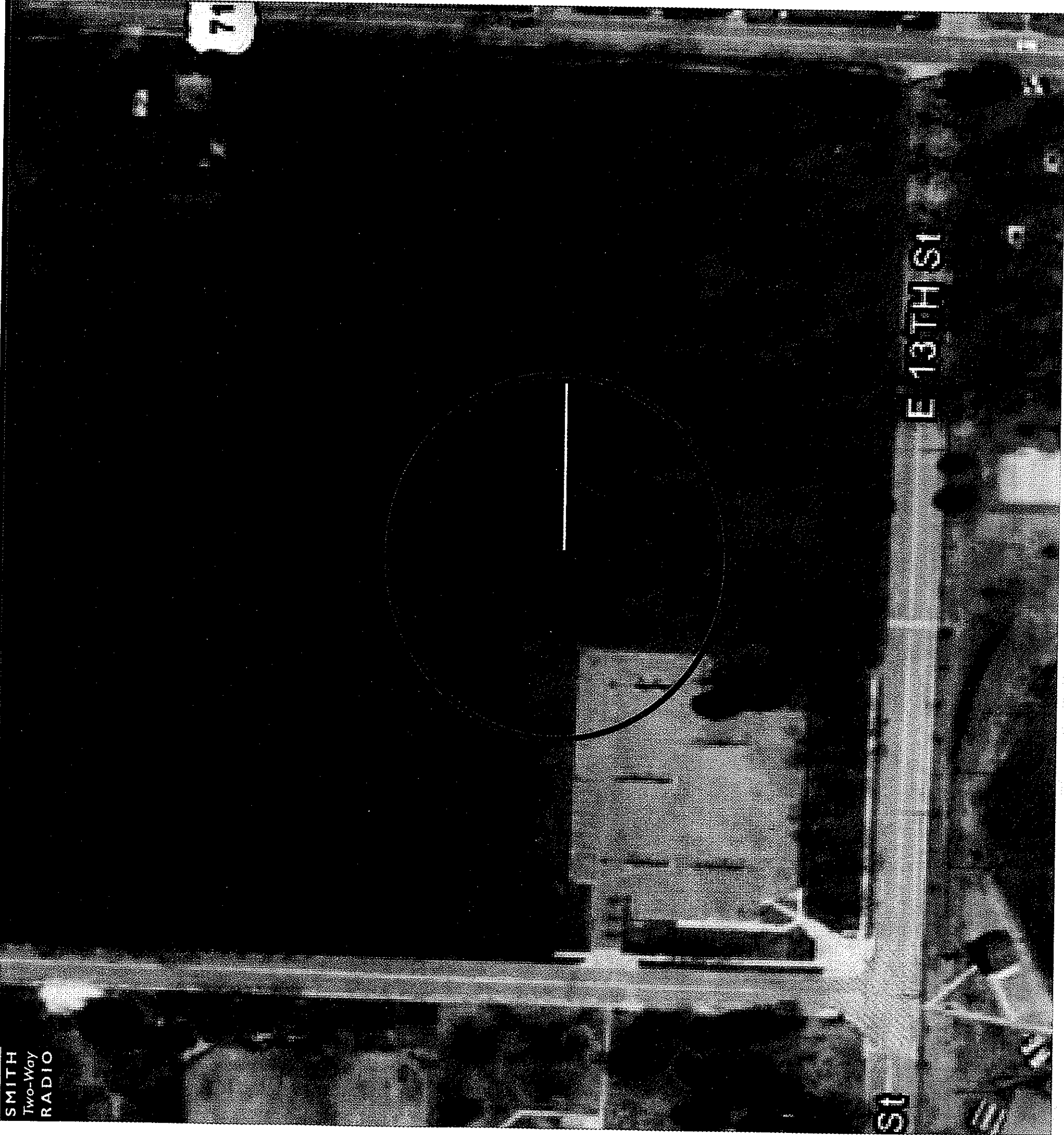
83° 03' 07.37" N 94° 09' 40.24" W elev 1232 ft



SMITH
Two-Way
RADIO

Smith Two Way Radio

150ft Radius





SMITH
Two-Way
RADIO

Smith Two Way Radio

Area Land Use Map

Legend

City Limits

Streets

Streams

Planning Area

Lakes

Buildings

Design Overlay

Zoning

R-A

RSF-1

RSF-2

RSF-4

RSF-7

RT-12

RMF-6

RMF-12

RMF-18

RMF-24

RMF-40

R-O

C-1

C-2

C-3

C-4

I-1

I-2

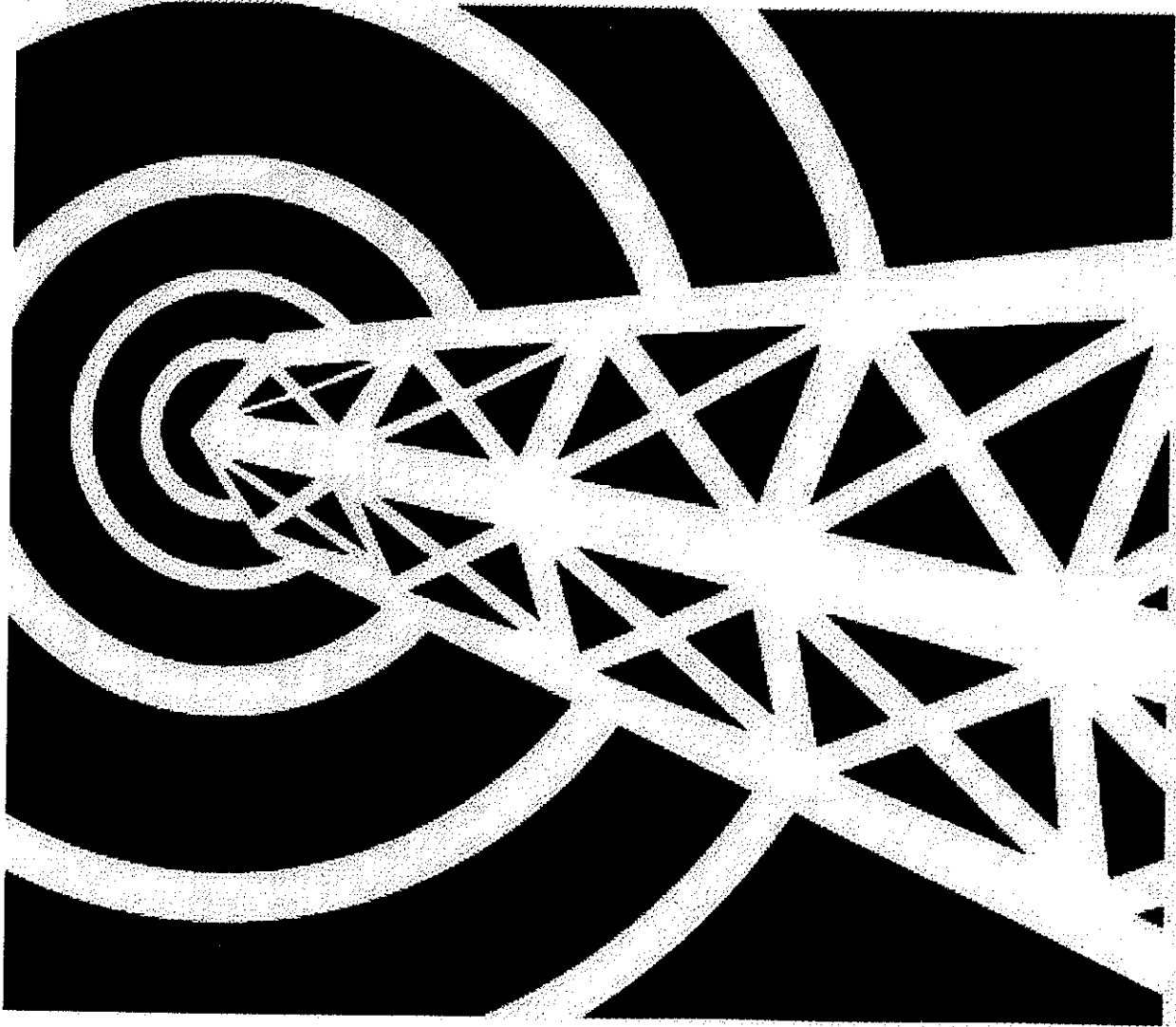
P-1

CPZD

IPZD

RPZD





SMITH
Two-Way
RADIO

Sight Plan & Current Zoning Info.

Part of the Southeast Quarter of the Northwest Quarter, Section 21,
Township 18 North, Range 30 West, Washington County, Arkansas being
more particularly described as follows:

Commencing at an existing railroad spike marking the Northeast Corner of the Southern Quarter of the Northwest Quarter, Thence South 54 degrees 56 minutes 38 seconds West, 572.96 feet to a 1/2 inch cast iron with cap and the Point of Beginning, Thence South 02 degrees 55 minutes 43 seconds East, 492.00 feet to a 1/2 inch cast iron with cap. Thence North 87 degrees 44 minutes 17 seconds West, 662.00 feet to a 1/2 inch cast iron with cap. Thence North 02 degrees 55 minutes 43 seconds East, 492.00 feet to a 1/2 inch cast iron with cap. Thence South 87 degrees 44 minutes 17 seconds East, 662.00 feet to the Point of Beginning, containing 3,650.00 square feet and subject to any Encumbrances of Record.

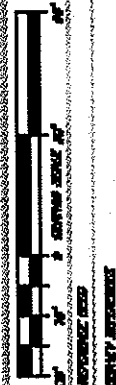
Also a 32.00 food Road and Utility Assessment being 15.00 food each side of a centerline and being more particularly described as follows:

Comprehending of an existing railroad spike marking the Northwest Corner of the Southwest Quarter of the Northeast Quarter. Thence South 54 degrees 56 minutes 35 seconds West, 272.25 feet to a 1/2 inch iron nail with cap. Thence North 87 degrees 44 minutes 17 seconds West, 50.00 feet to a 1/2 inch iron nail with cap. Thence South 23 degrees 55 minutes 44 minutes 17 seconds West, 219.5 feet to the P.O.B. of Beginning. Thence North 87 degrees 44 minutes 17 seconds West, 101.35 feet. Thence South 47 degrees 38 minutes 42 seconds West, 65.42 feet to the Point of Termination.

आमच्या या प्रयत्नात काही बाधा येऊ शकते. त्या बाधांना आपण आपल्याच हातांनी दूर करू शकतो. त्यासाठी आपण आपल्याच हातांनी त्या बाधांना दूर करू शकतो. त्यासाठी आपण आपल्याच हातांनी त्या बाधांना दूर करू शकतो.

Commensality of an existing railroad spans marking the Northeast Corner of the Southern Quarter of the Northwest Quarter, Thence South 54 degrees 58 minutes 36 seconds West 572.95 feet to a 1/2 inch red cedar with cap, Thence North 87 degrees 04 minutes 17 seconds West, 80.00 feet to a 1/2 inch red cedar with cap, Thence North 87 degrees 04 minutes 17 seconds East 55 minutes 43 seconds West, 2.95 feet, Thence North 87 degrees 04 minutes 17 seconds West, 14.58 feet, Thence South 81 degrees 38 minutes 49 seconds West, 78.05 feet to the Point of Beginning, Thence South 81 degrees 38 minutes 48 seconds West 19.28 feet, Thence North 87 degrees 04 minutes 17 seconds West, 293.15 feet to the centerline of South Black Avenue, Thence along the centerline of South Black Avenue, North 02 degrees 47 minutes 32 seconds East, 12.00 feet, Thence along said centerline, South 87 degrees 04 minutes 17 seconds East, 230.87 feet to the Point of Beginning.

2000-2001

[illegible]

PLAN OF EMERGENCY
ADVANCED ADVISORIES STATE PLANS DISSEMINATES AND MONITORS
THE ADVANCED ADVISORIES STATE PLANS DISSEMINATES AND MONITORS
THE ADVANCED ADVISORIES STATE PLANS DISSEMINATES AND MONITORS
THE ADVANCED ADVISORIES STATE PLANS DISSEMINATES AND MONITORS

SURVEYOR'S NOTE: All building surfaces and substructure improvements on this lot are to be removed and replaced with new construction. The location and extent of work to be done is shown on the attached plans. The location and extent of work to be done is shown on the attached plans. The location and extent of work to be done is shown on the attached plans.



SYNOPSIS AND STATEMENT OF CASE

This survey was conducted by the writer at Weber State University of the person named as the buyer and/or user by us shown at this date. No one has the authority to use the name or logo description from this survey to use the state or trust against me. This place is never denied or that against me. The place is only limited to the date shown on this date. This place is protected by copyright and any person other than myself cannot copy or relay upon this what we have made responsible. Solicitors Trust Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this date without written authorization.

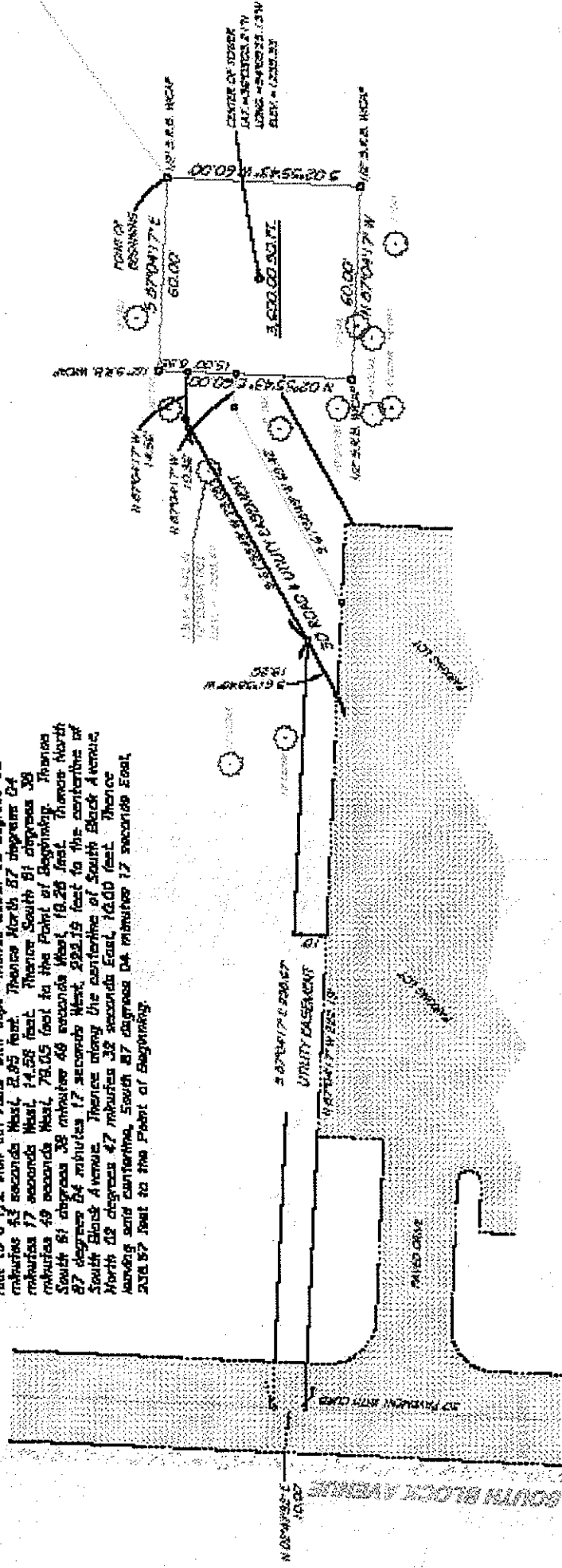
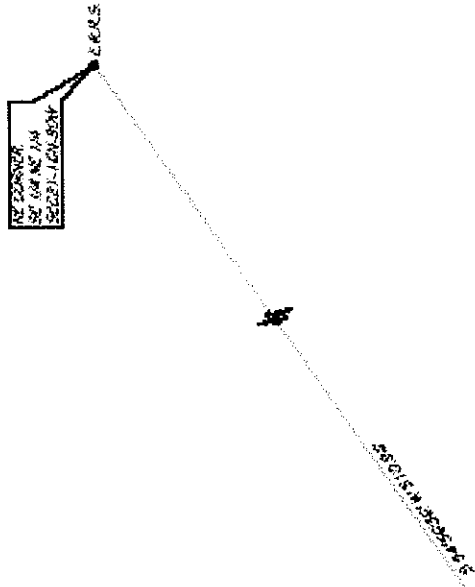
502-154-3042-21, 192-75-0147, 1443
HARRISON COUNTY, ARKANSAS
RD. NO. 1046 BOX 13605

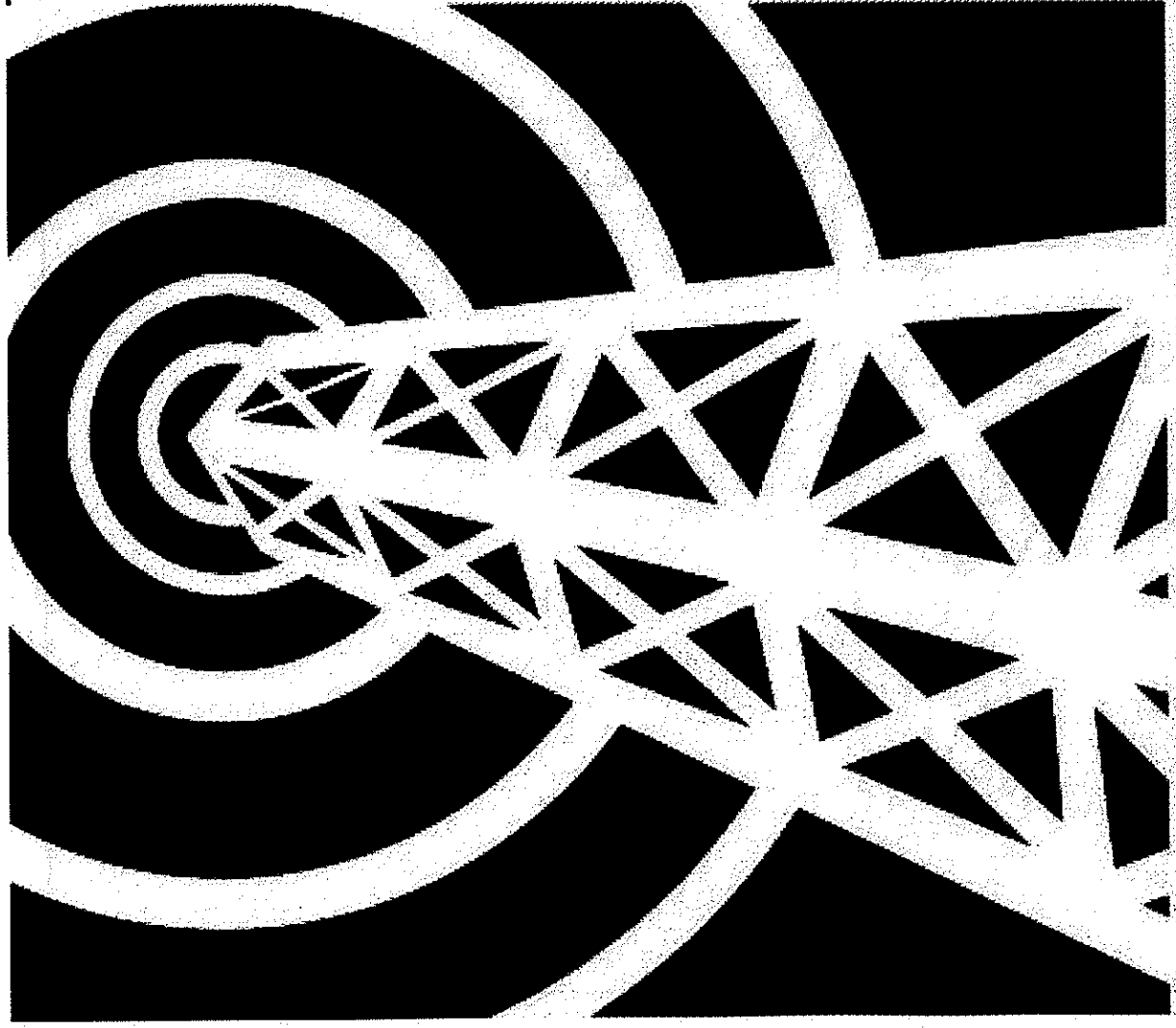
SE 1/4 NE 1/4, SECTION 21, T-16-N, R-30-W

UNIVERSITY OF CALIFORNIA
STREET 1' = 30'
DATE 2-28-07

Walter Dill Scott

10520 10412 79 MONROV ALMA, AMT. - PHONE HA (470) 432-2065
 PET. APT. @ OMA
 FAX (470) 432-2065 - WEBSITE: WWW.MONROVIA.COM





SMITH
Two-Way
RADIO

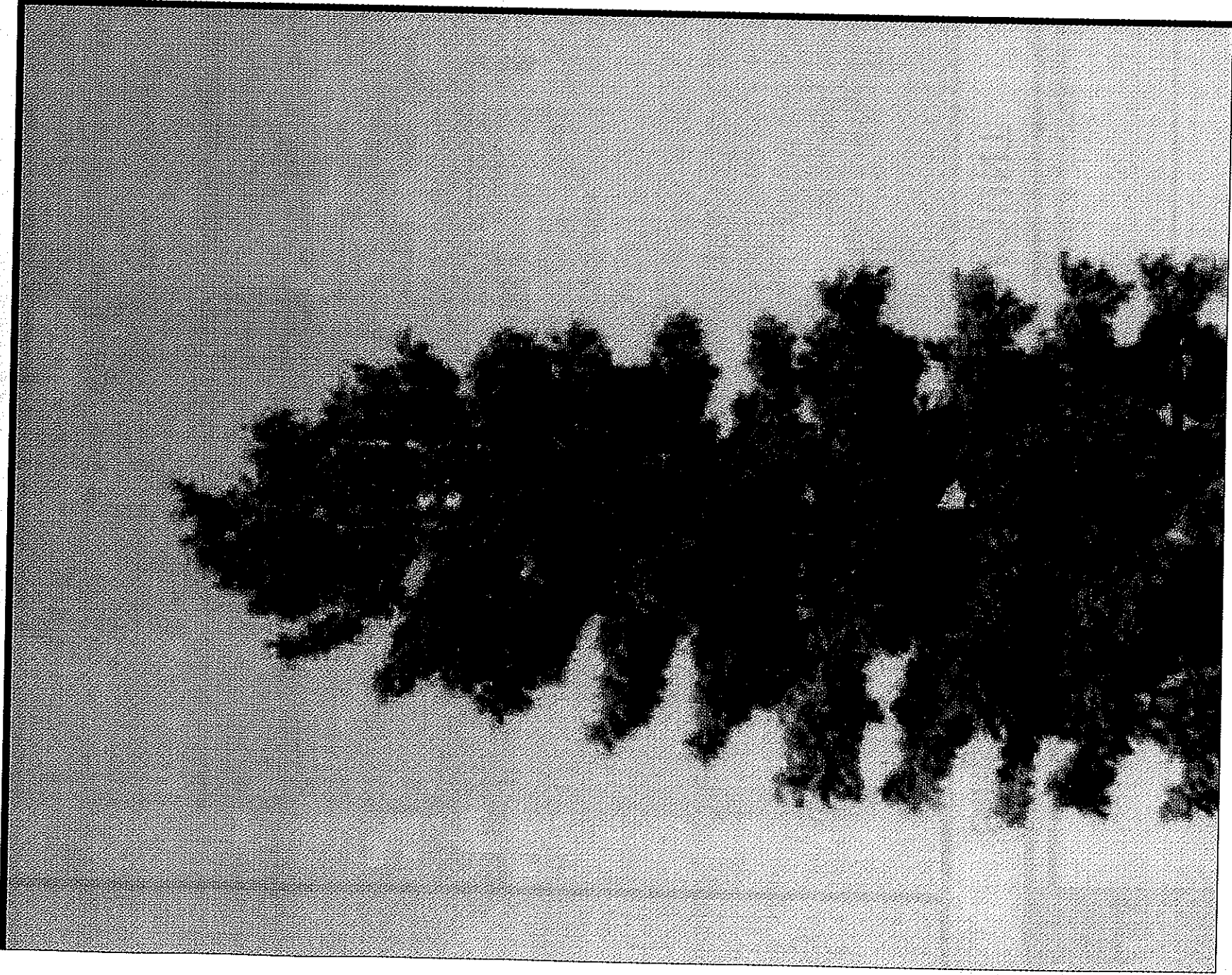
Efforts to Reduce Visual Impact Of the tower



TREE TYPE MOUNTING VS

Low Visibility Antenna Mount^{P37}

Proposed MONOPINE CAMO-MOUNT

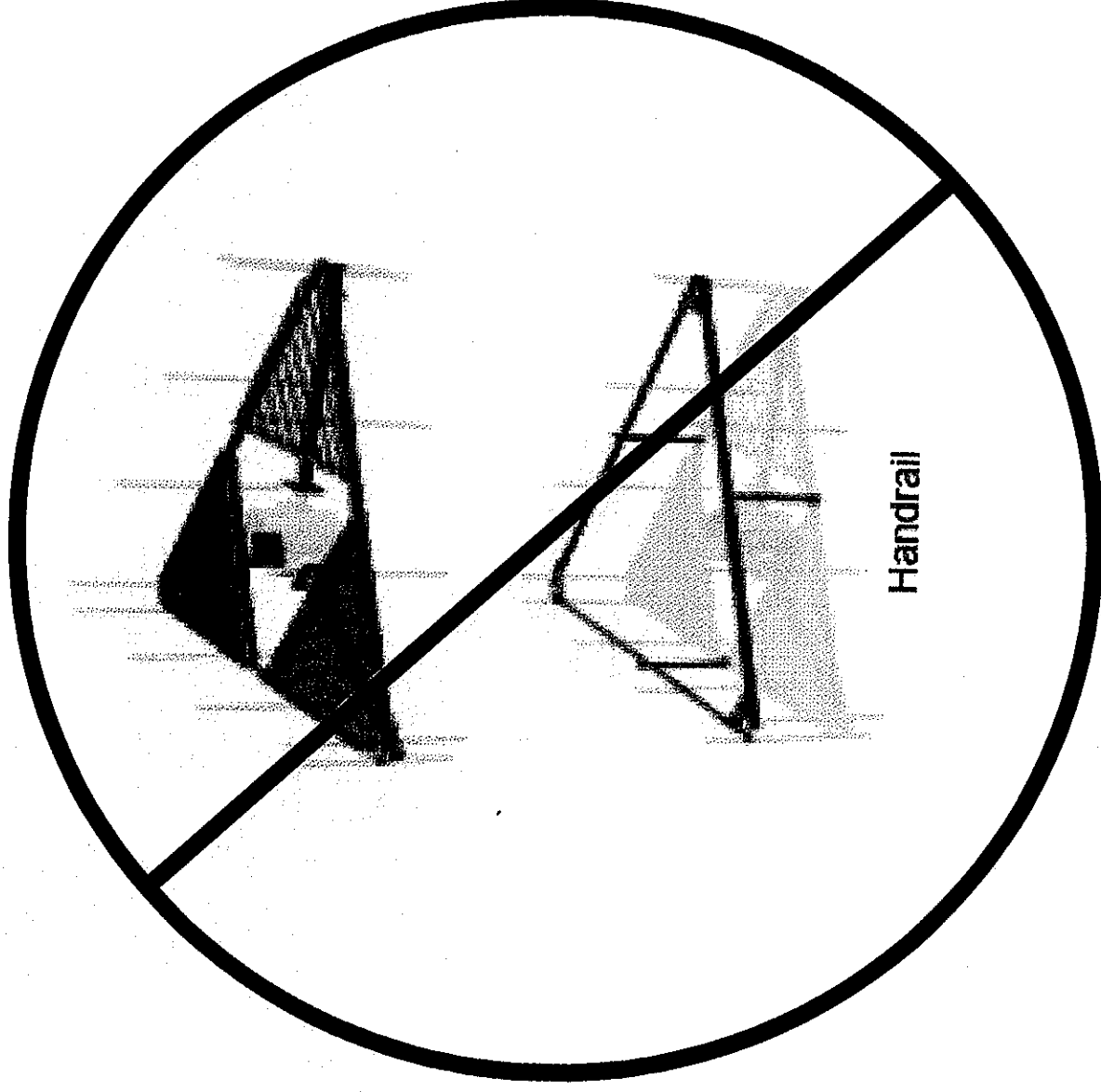


Typical Cellular Antenna Mounting Platform

16' Face Low-Profile Platform Kit

For use with Tapered and Non-Tapered Monopoles

Fits 12" to 36" Diameter - 37³/₄" to 113" Circumference Monopoles



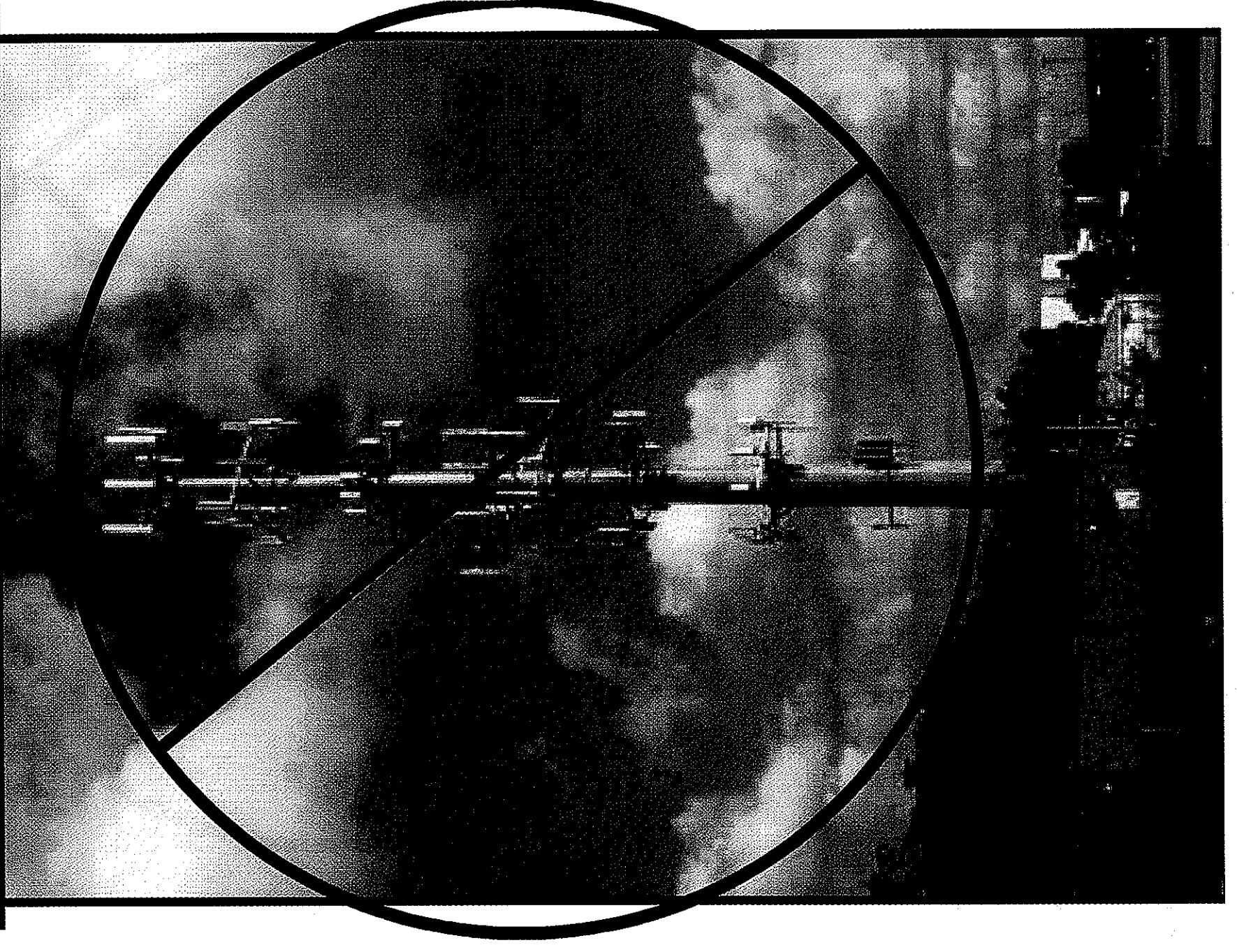
Handrail

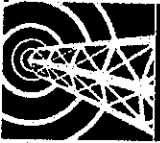
Low Visibility Impact From TOWER

Single Carrier MONOPINE MOUNT



Typical MONOPOLE Antenna Mounts



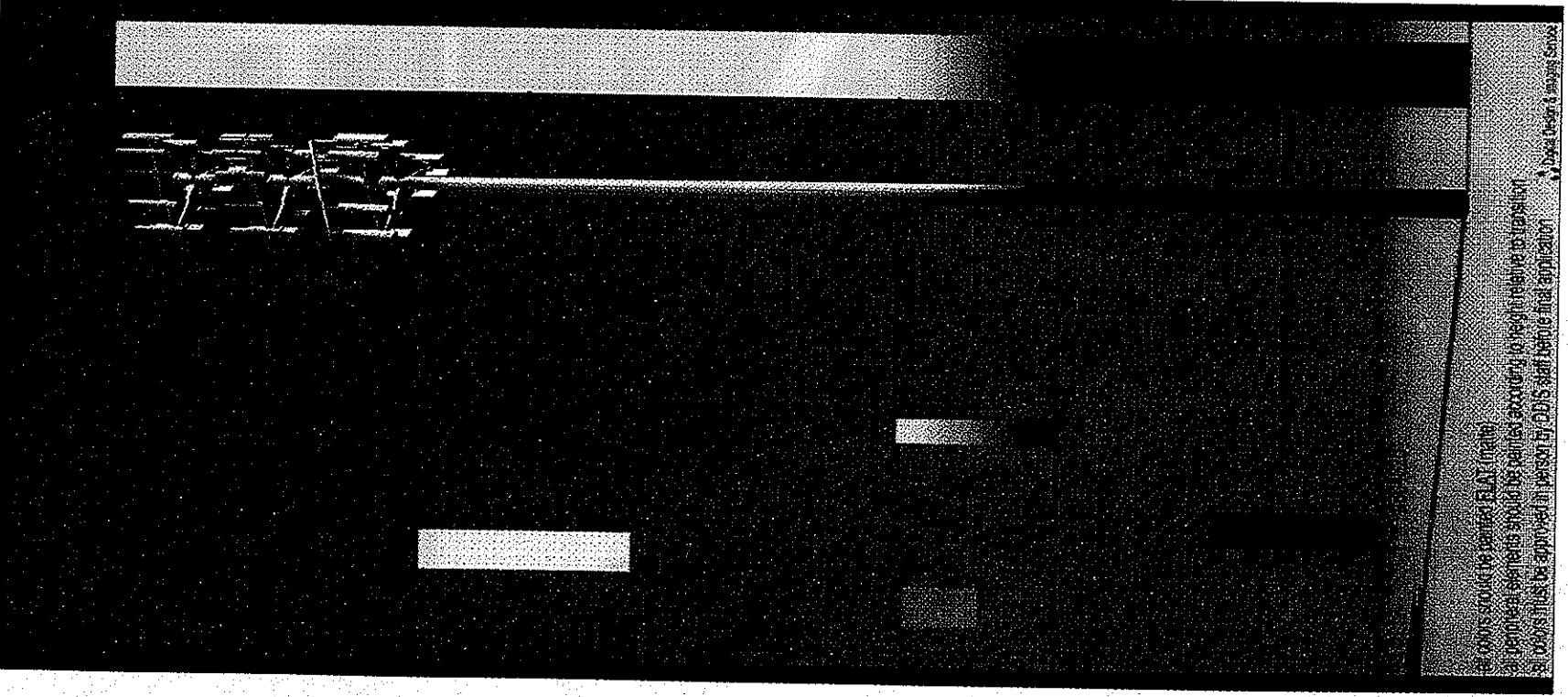


SMITH
Two-Way
RADIO

COMPAIRED STEALTH TECHNOOOGY

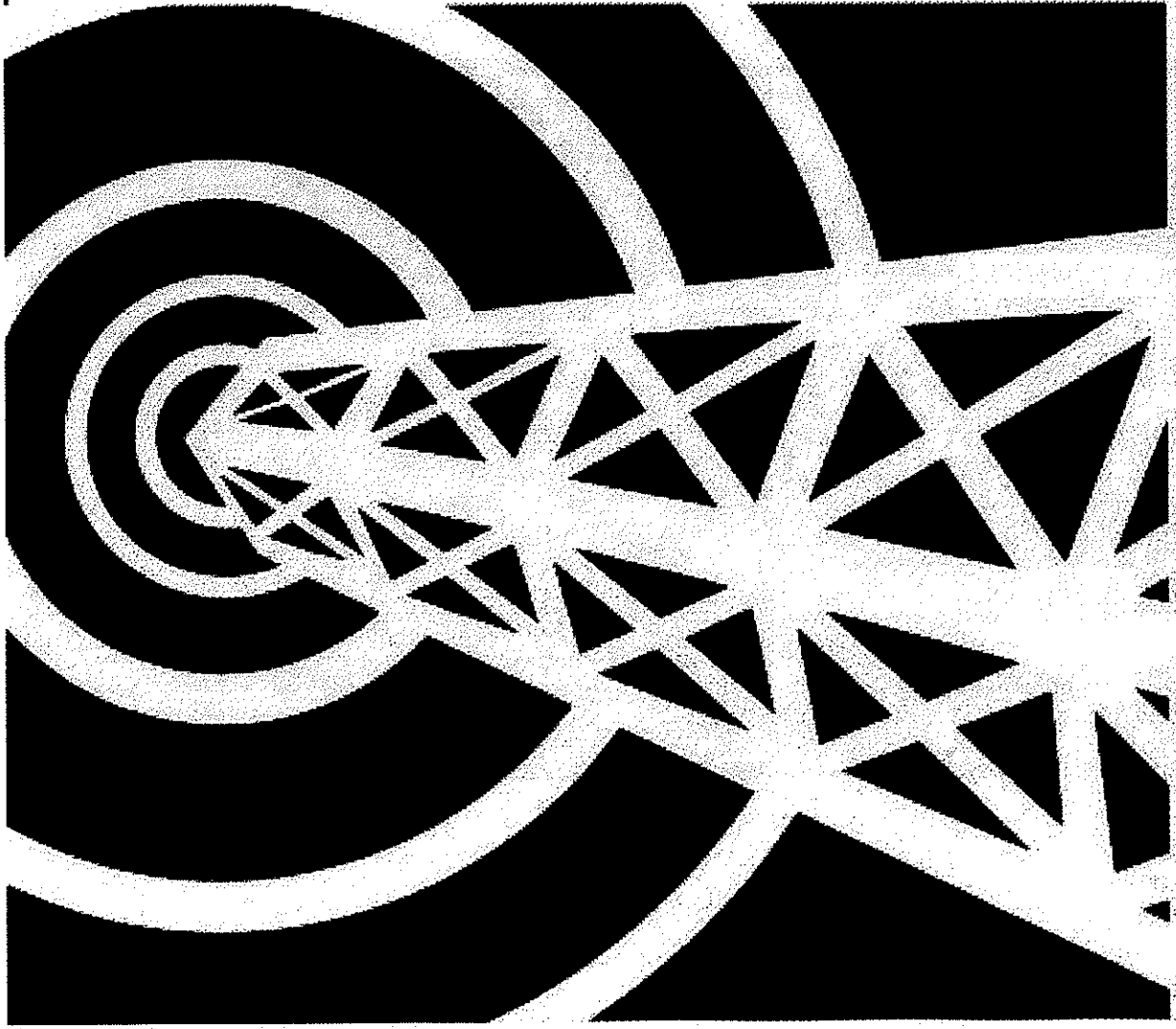
CURRENT

Transitioning Paint Scheme Trees to Sky



PROPOSED Camouflaged MONOPINE



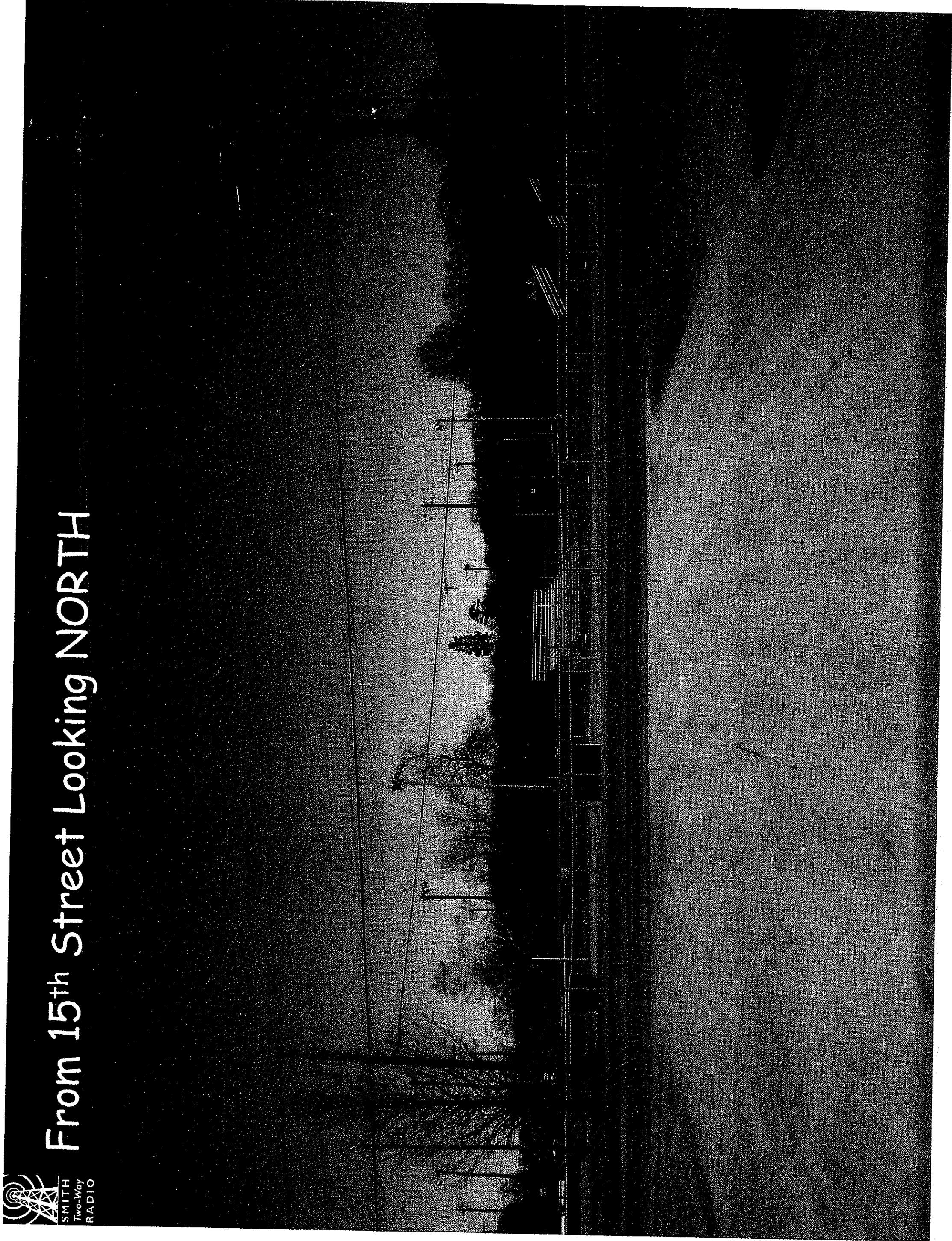


SMITH
Two-Way
RADIO

Photo- Sims

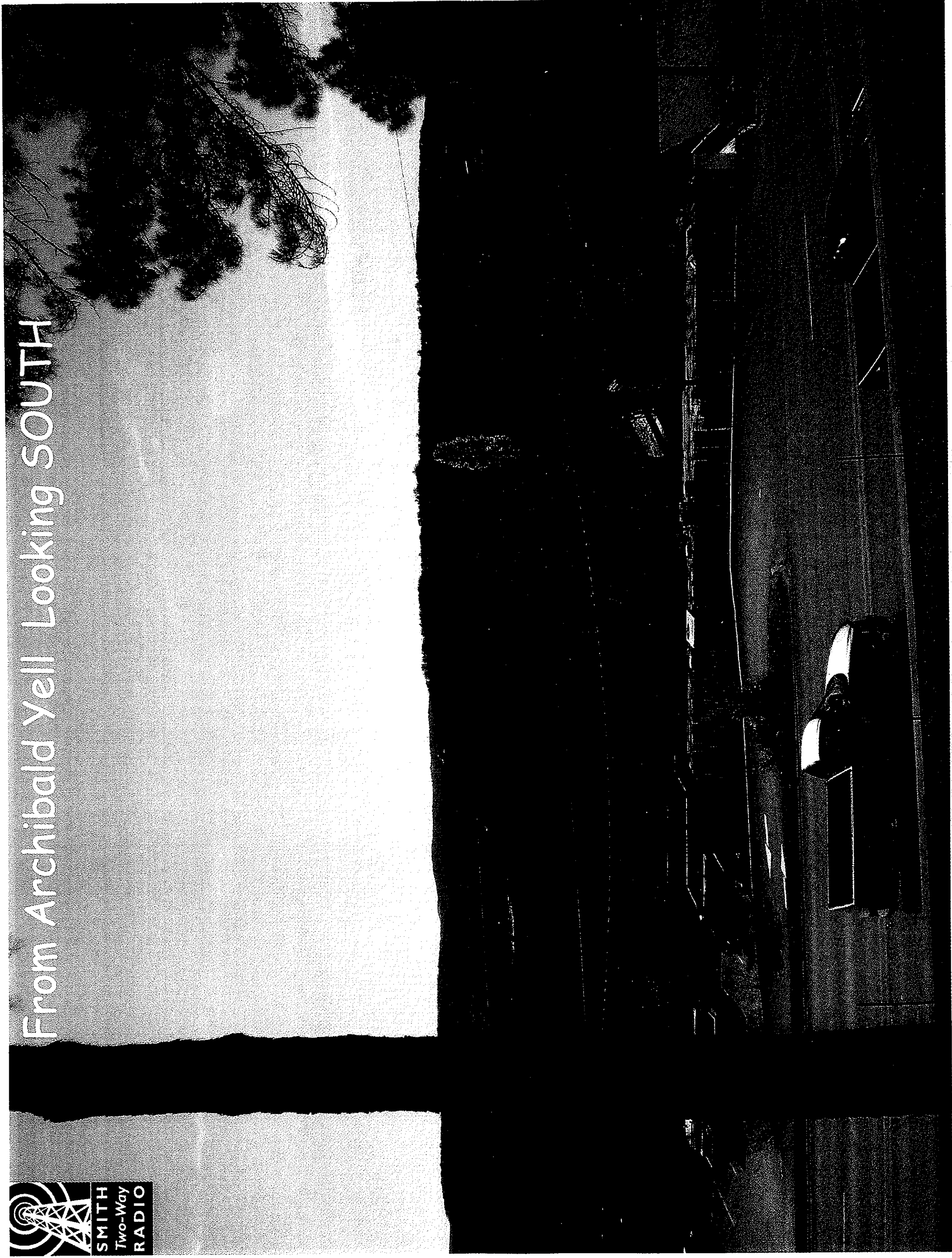


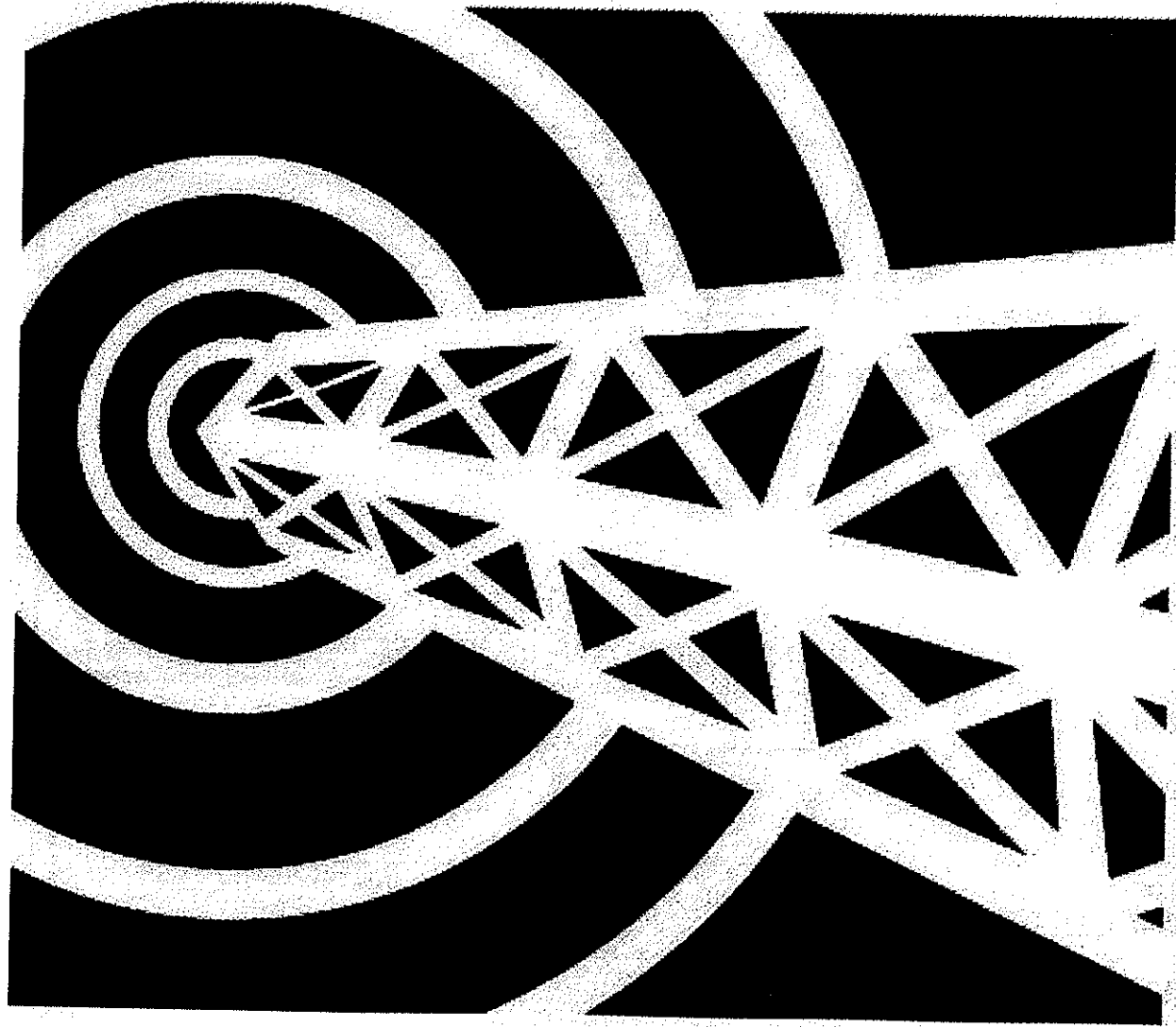
From 15th Street Looking NORTH





From Archibald Yell Looking SOUTH



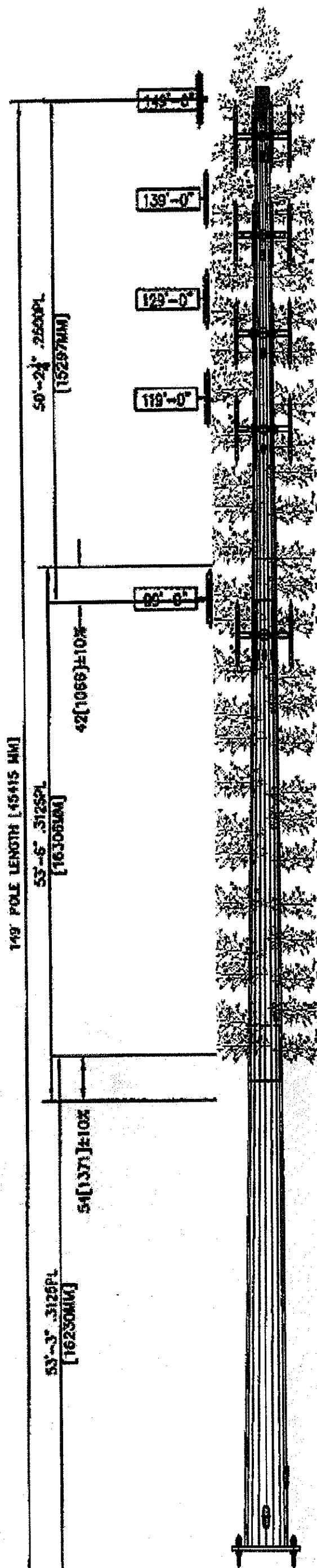


SMITH

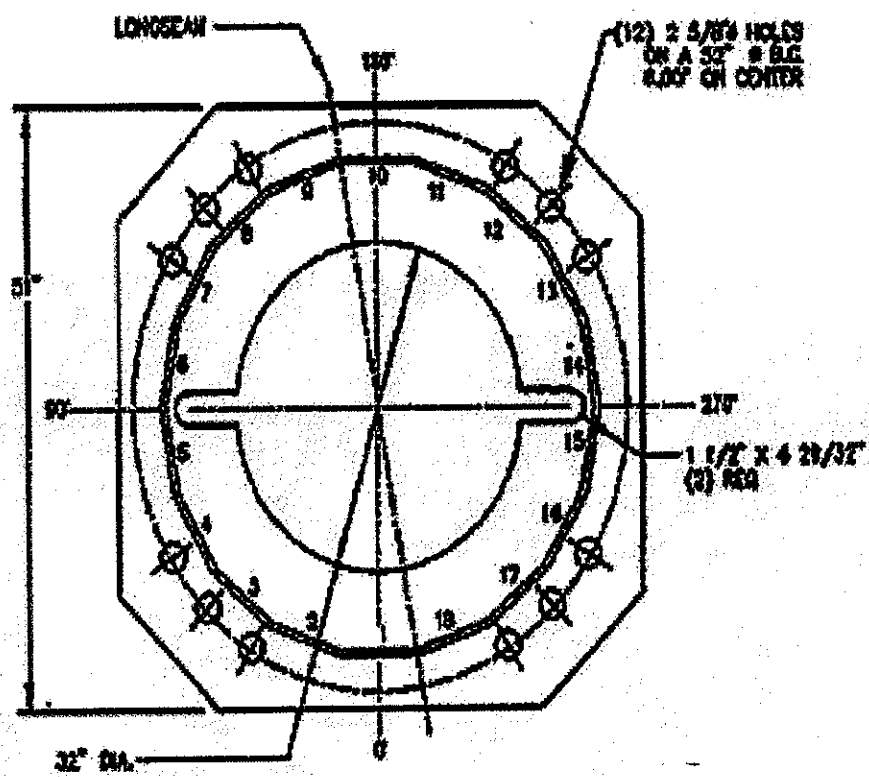
Two-Way

RADIO

Tower Information



1) 10' T-Arm 5' Stand-Off
 147.00 22.00 6x12 ACCESS @ 60'180'300'
 2) 10' T-Arm 5' Stand-Off
 137.00 32.00 6x12 ACCESS @ 60'180'300'
 3) 10' T-Arm 5' Stand-Off
 127.00 42.00 6x12 ACCESS @ 60'180'300'
 3) 10' T-Arm 5' Stand-Off
 117.00 52.00 6x12 ACCESS @ 60'180'300'
 3) 10' T-Arm 5' Stand-Off
 97.00 72.00 6x12 ACCESS @ 60'180'300'



Level	Qty	Elev ft.	Future	DESCRIPTION APPURTENANCE / ANTENNA
1				
2	3	149.00	F	12' T-Arm 5' Stand-Off
	12	149.00	F	5' X 1' X 3"
3	3	139.00	F	10' T-Arm 5' Stand-Off
	9	139.00	F	5' X 1' X 3"
4	3	129.00	F	10' T-Arm 5' Stand-Off
	9	129.00	F	5' X 1' X 3"
5	3	119.00	F	10' T-Arm 5' Stand-Off
	9	119.00	F	5' X 1' X 3"
6	3	99.00	F	10' T-Arm 5' Stand-Off
	9	99.00	F	5' X 1' X 3"

Load Case DESCRIPTION	Wind (mph)	OLF Vert	Rad Ice	Factors Gust	CF
1) Max Wind	70.0	1.00		1.69	.65
2) Max Wind Load x 75	60.6	1.00	50	1.69	.65
3) Everyday Operating	50.0	1.00		1.89	.65

Load Case DESCRIPTION	Res. Axial (kips)	Base Shear (kips)	React Mom. (ft-k)	Disp DEFL (ft)
1) Max Wind	33.1	17.1	2126	15.3
2) Max Wind Load x 75	38.5	13.7	1746	12.7
3) Everyday Operating	32.7	8.8	1091	7.9

- 1) FULL HEIGHT STEP BOLTS
- 2) ANTENNA FEED LINES RUN INSIDE POLE

ESTIMATED STRUCTURE WEIGHT= 20.6 Kips

Smith Two-Way Radio


GABRE
 COMMUNICATIONS
 CORPORATION
 10000 Highway 100, Suite 100
 Fayetteville, AR 72703
 (501) 772-1111
 (501) 772-1112
 (501) 772-1113
 (501) 772-1114
 (501) 772-1115
 (501) 772-1116
 (501) 772-1117
 (501) 772-1118
 (501) 772-1119
 (501) 772-1120
 (501) 772-1121
 (501) 772-1122
 (501) 772-1123
 (501) 772-1124
 (501) 772-1125
 (501) 772-1126
 (501) 772-1127
 (501) 772-1128
 (501) 772-1129
 (501) 772-1130
 (501) 772-1131
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 (501) 772-1143
 (501) 772-1144
 (501) 772-1145
 (501) 772-1146
 (501) 772-1147
 (501) 772-1148
 (501) 772-1149
 (501) 772-1150

OLD WIRE RD
 & CROSSOVER
 RD

Fayetteville, AR

00 162.00 10x25 ACCESS @ 270'
 00 166.00 10x25 ACCESS @ 360'180'



December 14, 2006

Mr. Dave Reynolds
Smith Two-Way Radio
520 N. College St.
Fayetteville, AR 72701

RE: Proposed 150 ft. Sabre Monopine for site "Mud Creek" located in Washington County, AR.

Dear Mr. Reynolds,

Upon receipt of order, we propose to design and supply a 150' Sabre Monopine for the above referenced site. The Monopine and foundation are to be designed for 70 mph with 1/2" ice, in accordance with ANSI/TIA/EIA-222-F, to support the following:

Five (5) carriers, each including:

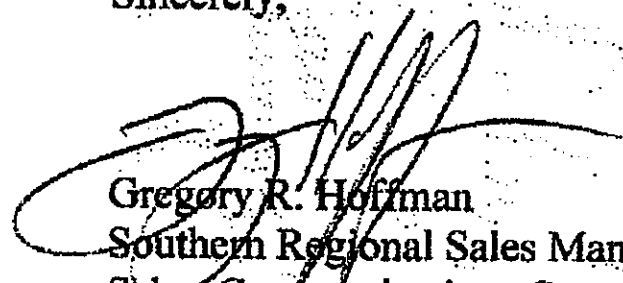
(9) 5' x 1' Panel Antennas

(9) 1-5/8" Coax

(3) 10' 3T-Arms

If you have any questions, please contact the undersigned.

Sincerely,


Gregory R. Hoffman
Southern Regional Sales Manager
Sabre Communications Corp.

Aldermen

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith



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
June 19, 2007**

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

A. CONSENT:

- 1. Approval of the June 5, 2007 City Council meeting minutes.**
- 2. Fourth Judicial District Drug Task Force Grant:** A resolution to accept a federal grant in the amount of \$178,719.00 and a state grant in the amount of \$35,744.00 for the Fourth Judicial District Drug Task Force for 2007-2008.
- 3. Amend Police Department Policy:** A resolution approving an amendment to Fayetteville Police Department Policy 1.2.1 Limits of Authority.
- 4. Bid # 05-73 Barloworld Freightliner:** A resolution awarding an additional purchase from Bid # 05-73 to Barloworld Freightliner for the purchase of one (1) additional tandem axle dump truck in the amount of \$90,233.00 for use by the Water & Sewer Division.
- 5. Bid # 07-43 Williams Tractor:** A resolution awarding Bid # 07-43 to Williams Tractor for the purchase of one (1) tractor drawn disc mower conditioner in the amount of \$14,699.00 for use by the Water & Sewer Division at the OMI hay farm.
- 6. Bid # 07-44 Countryside Farm and Lawn Equipment:** A resolution awarding Bid # 07-44 to Countryside Farm and Lawn Equipment of Springdale for the purchase of two (2) John Deere 6615 Tractors in the amount of \$93,894.00 for use by the Water & Sewer Division at the OMI hay farm.

7. **Bid # 07-45 Williams Tractor:** A resolution awarding Bid # 07-45 to Williams Tractor for the purchase of one (1) large round baler in the amount of \$21,998.00 for use by the Water & Sewer Division at the OMI hay farm.
8. **Bid # 07-48 Prestige Ford:** A resolution rescinding Resolution No. 63-07; awarding Bid # 07-48 and approving the purchase of one (1) Ford Escape Hybrid from Prestige Ford of Garland, Texas in the amount of \$24,199.00 for use by the Police Division, Parks Patrol.

B. UNFINISHED BUSINESS:

1. **Reliance Standard Insurance Coverage:** A resolution approving an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage. *This resolution was Tabled at the June 5, 2007 City Council meeting to the June 19, 2007 City Council meeting.*
2. **Walker Park Cell Tower:** A resolution to approve a twenty-five year lease with Callahan Tower Joint Venture for a small lot in Walker Park for a monopine cell tower at an annual rent of between \$12,000.00 and \$54,000.00, plus a \$20,000.00 contribution to the Walker Park Mural Project. *This resolution was Tabled at the May 1, 2007 City Council meeting to the June 5, 2007 City Council meeting. This resolution was Tabled at the June 5, 2007 City Council meeting to the June 19, 2007 City Council meeting.*
3. **R-PZD 07-2531 (P.A.H. Facility):** An ordinance establishing a residential planned zoning district titled R-PZD 07-2531, P.A.H. Facility, located at Ivey Lane, 1/4 mile east of highway 265; containing approximately 3.00 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 June 5, 2007 City Council meeting.*

C. NEW BUSINESS:

1. **R-PZD 07-2551 (Champions Club Condos):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 07-2551, Champions Club Condos, located at the southwest corner of Razorback Road and 15th Street, east of the Crowne Apartments; containing approximately 4.42 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Mater Development Plan.
2. **VAC 07-2568 (Mathias Shopping Centers, Inc.):** An ordinance approving VAC 07-2568 submitted by Crafton, Tull, Sparks and Associates for property located at 1267 North Steamboat Drive to vacate utility easements across the subject property as the utilities have been relocated to allow development on the site.
3. **Amend Chapter 161: Zoning Regulations:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend Chapter 161: Zoning Regulations in order to clarify language regulating the height stepback of buildings located in the Main Street Center Zoning District.

4. **(ADM 07-2566) Amend Chapters 151, 161, 162, 163 and 166:** An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend Chapter 161: Zoning Regulations, Chapter 162: Use Units, Chapter 163: Use Conditions, and Chapter 166: Development in order to assign Use Unit 29: Dance Halls, Use Unit 40: Sidewalk Cafes, and use Unit 5: Government Facilities to appropriate zoning districts and to remove references to the C-4 Zoning District and replace with the Downtown Core Main Street Center, and Downtown General Zoning District in the commercial design standards, and to add Animal Ordinance definitions to Chapter 151: Definitions.
5. **(ADM 07-2588) Amend Chapters 151, 161 and 163:** An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend Chapter 151: Definitions, Chapter 161: Zoning Regulations and Chapter 163: Use Conditions in order to clarify Artist Studios and Home Occupations and to permit their use in the Downtown Core, Main Street Center and Downtown General Zoning Districts.
6. **Smith Communications South Industrial Park Cell Tower Site:** A resolution to approve a lease with Smith Communications for a cell tower site in the South Industrial site for an initial rental of \$850.00 monthly with 50/50 revenue sharing of all cell phone antenna revenue after the initial sublessee.

D. INFORMATIONAL:

City Council Tour: June 4, 2007

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

6/19/2007

City Council Meeting Date

Judy Cohea
Submitted By

Drug Enforcement
Division

Police
Department

Action Required:

Acceptance of the 2007-2008 Justice Assistance Grant for federal and state funding in the amount of \$178,719 and \$35,744, respectively, for the primary funding source of the 4th Judicial Drug Task Force.

\$ 159,042.00

Cost of this request

\$ 208,095.00

Category / Project Budget

Drug Enforcement

Program Category / Project Name

2930-2960

Account Number

\$ 14,055.00

Funds Used to Date

Drug Enforcement

Program / Project Category Name

\$ 194,040.00

Remaining Balance

Drug Enforcement

Fund Name

Project Number

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

6-1-07
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

6-4-07
Date

Received in City Clerk's Office

Finance and Internal Service Director

6-4-07
Date

Received in Mayor's Office

Mayor

6/5/07
Date

Comments:

DEPARTMENTAL CORRESPONDENCE

To: Dan Coody, Mayor

Thru: Greg Tabor, Police Chief 

From: Judy Cohea, Support Services Manager 

Date: June 1, 2007

Re: Grant Acceptance for 4th Judicial Drug Task Force

Background

Since 1991, the 4th Judicial Drug Task Force (JDTF) has been receiving grant funding from the Justice Assistance Grant (JAG) Program. Through this grant, federal and state funds are made available for the implementation and continuation of drug enforcement operations across our State. Other than local matching funds, this grant is the 4th JDTF's primary funding source.

Discussion

The 4th JDTF's total projected budget for the 2007-2008 JAG grant period is \$476,964. The State Office of Intergovernmental Services has approved grant funding in the following amounts: federal - \$178,719, state - \$35,744, and local match - \$23,829. The JAG grant defines required local matching funds based on a percentage split of 75/15/10 in awarded federal and state funds plus local funds. To receive the federal and state portion of the Justice Assistance Grant, Fayetteville must commit to a match of \$23,829.00. However, Fayetteville must provide additional funds in the amount of \$135,213.00 to maintain the same level of effectiveness for the Drug Enforcement program.

The 2007 fiscal year grant award represents a 12.65 percent (12.65%) increase over the grant award in 2006. The increased funding may only be used for equipment, maintenance and operation items. As in previous years, no salary/benefit increases from federal and/or state funds are allowed in this grant award resulting in greater local matching funds being required. As shown below, Fayetteville's local match requirements will be 55.5% of our projected budget, but still an excellent value for our money.

Below, please see a tabular distribution of the 4th JDTF's projected budget and sources of funds.

2007-2008 4th JDTF Grant Request

Percent Distribution by Total Request

Agency	Federal		State		Local		Total
	\$	%	\$	%	\$	%	\$
Fayetteville	106,153	37.1%	21,232	7.4%	159,042	55.5%	286,427
Springdale	26,955	40.4%	5,390	8.1%	34,297	51.5%	66,642
Prairie Grove	19,850	37.6%	3,970	7.5%	28,912	54.8%	52,732
Washington County	<u>25,762</u>	36.2%	<u>5,152</u>	7.2%	<u>40,249</u>	56.6%	<u>71,163</u>
Total	178,719		35,744		262,501		476,964

Attached, please find the grant application and requested budget. We would like to direct your attention to the problem statement and historical narrative for a more detailed description of the 4th Judicial Drug Task Force activities and purpose.

Recommendation

Staff recommends acceptance of the 2007-2008 Justice Assistance Grant for federal and state funding in the amount of \$178,719 and \$35,744, respectively, for the primary funding source of the 4th Judicial Drug Task. If you should have any comments or questions regarding this grant acceptance, please contact me at extension 581.

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A FEDERAL GRANT IN THE
AMOUNT OF \$178,719.00 AND A STATE GRANT IN THE
AMOUNT OF \$35,744.00 FOR THE FOURTH JUDICIAL
DISTRICT DRUG TASK FORCE FOR 2007-2008

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby accepts a federal grant in the amount of \$178,719.00 and a state grant in the amount of \$35,744.00 for the Fourth Judicial District Drug Task Force for 2007-2008 and agrees to match these grants with local funds in the amount of \$23,829.00.

PASSED and APPROVED this 5th day of June, 2007.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



STATE OF ARKANSAS

Department of Finance
and Administration

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 400
Post Office Box 8031
Little Rock, Arkansas 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206
<http://www.arkansas.gov/dfa/igs>

May 18, 2007

The Honorable Dan Coody
City of Fayetteville
113 W. Mountain Street
Fayetteville, Arkansas 72701

Dear Mayor Coody:

At its meeting on May 17, 2007, the Arkansas Alcohol and Drug Abuse Coordinating Council completed its review of applications for FY 2007 Edward Byrne Memorial Justice Assistance Grant (JAG) applications. The council has tentatively approved your application in the amount of \$178,719 in federal funds, \$35,744 in state matching funds and you will provide \$23,829 in local matching funds.

This approval remains tentative, insofar as applicants who were denied funding may appeal the council's decision. Appeals from applicants who were denied funding will be heard by the council at its next meeting on June 21, 2007.

Tentative FY 2007 subaward funding was modified from the budgeted amount requested in your application. The funding tentatively approved was calculated on your FY 2006 subaward with a 12.65 percent (12.65%) increase.

The increased subaward funding may only be budgeted for equipment and maintenance and operation items (capital expenditures). No salary increases from federal and/or state funds are allowed. At this time you should prepare a revised detailed budget based on the figures contained herein. The revised budget should be received by this office no later than June 1, 2007.

All FY 2007 subgrant awards are contingent upon the Department of Finance and Administration receiving federal funding.

If you have any questions or need additional information, please contact Robin Jarratt or Matthew Warriner at (501) 682-1074.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ann Purvis".

Ann Purvis
Administrator

BUDGET DETAIL WORKSHEET

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative.

PERSONNEL

List each position by title and name of employee.

Show the annual salary rate and the percentage of time to be devoted to the project.

**% OF
TIME
WORKED**

SALARY (ONLY) Name/Position	FEDERAL	STATE	LOCAL	TOTAL	
William Pope, Sergeant - Fayetteville - Salary	23,797	4,754	28,344	56,895	100%
Christopher Moad, Investigator - Fayetteville - Salary	16,713	3,340	20,403	40,456	100%
Christopher Moad, Investigator - Fayetteville - Overtime	1,671	334	4,063	6,068	100%
Tyler Hughes, Investigator - Fayetteville - Salary	19,909	3,980	23,378	47,267	100%
Tyler Hughes, Investigator - Fayetteville - Overtime	1,991	398	4,701	7,090	100%
Cara Murdoch, Secretary - Fayetteville - Salary	-	-	31,720	31,720	100%
SUB-TOTAL PERSONNEL	64,081	12,806	112,609	189,496	

MANDATED Benefits	FEDERAL	STATE	LOCAL	TOTAL
Medicare - 1.45% Officers & Secretary	929	186	1,632	2,747
SS - 7.65% - Secretary			2,427	2,427
Worker's Comp - 3% - Officers Salary Only	2,030	405	2,427	4,862
Worker's Comp - .26% - Secretary	-	-	82	82
SUB-TOTAL MANDATED BENEFITS	2,959	591	6,568	10,117

EMPLOYER Benefits	FEDERAL	STATE	LOCAL	TOTAL
Health Insurance - \$218.53/mth * 12 mths * 3 emp.	3,683	733	3,451	7,867
Health Insurance - \$218.53/mth * 12 mths * 1 emp.	-	-	2,622	2,622
Life Insurance	-	-	785	785
LTD Insurance	-	-	604	604
AD&D Insurance	-	-	72	72
Retirement - 12.72% - Officers	8,151	1,628	14,324	24,103
Retirement - 12%	-	-	3,806	3,806
SUB-TOTAL EMPLOYER BENEFITS	11,834	2,361	25,664	39,859
GRANT TOTAL SALARY/FRINGE	78,874	15,758	144,841	239,472

Budget Detail Worksheet

Page Two

MAINTENANCE & OPERATION

Expendable equipment items costing less than \$2,500.00

List by each line item (not type).

Office Supplies can be detailed in the Budget Narrative

There is no **MISCELLANEOUS LINE ITEMS**-if listed as MISCELLANEOUS-it will be removed from the budget.

LIST BY ITEMS	FEDERAL	STATE	LOCAL	TOTAL
Cell Phones - 2@100/mth - Springdale	1,125	225	1,050	2,400
Cell Phones - 3 @ 60.67/month - Fayetteville	1,020	205	960	2,185
Cell Phones - 1@60.67/month - Prairie Grove	345	70	313	728
Office Phones (including long distance)	244	54	603	901
Alarm Service 74.33/mth	417	85	389	891
Copier Expense 27.25/mth + 300 for maint.	293	66	268	627
Pagers 235/mth	1,320	265	1,236	2,821
Vehicle Maintenance	4,230	845	3,925	9,000
Fuel	10,296	2,060	5,644	18,000
Office Supplies	234	50	216	500
Seizure Expense (towing)	-	-	300	300
Drug Test Kits	1,500	300	200	2,000
Office Equipment	600	120	80	800
Recorder	150	30	20	200
Personal Liability Insurance	384	83	354	821
Electronic Equipment Repair	514	105	479	1,098
Vehicle Insurance	506	100	476	1,082
Evidence Collection Supplies	234	50	216	500
Postage	45	9	46	100
TOTAL M & O	23,457	4,722	16,775	44,954

* Number of items; ie; cell phones, pagers; car leases

**Car Lease Not to Exceed \$600.00 per month

Budget Detail Worksheet
 Page Three

TRAVEL/TRAINING

Itemize travel expenses of project personnel by purpose.

Training for personnel (IN STATE ONLY)

OUT OF STATE TRAVEL/TRAINING MUST BE APPROVED BY IGS/COMMITTEE.

Purpose of Travel	FEDERAL	STATE	LOCAL	TOTAL
Meth Lab Sampling	1500	300	200	2000
Entry 2				
Entry 3				
Entry 4				
Entry 5				
TOTAL TRAVEL	1500	300	200	2000

Budget Detail Worksheet
Page Four

CONTRACT SERVICES					
For each consultant enter the name, service to be provided and hourly fee. Estimate time worked on the project.					
NAME OF CONSULTANT	FEDERAL	STATE	LOCAL	TOTAL	% OF TIME WORKED
Springdale Police Dept	27,425	5,480	33,737	66,642	100%
Washington County Sheriff	29,703	5,935	35,525	71,163	100%
Prairie Grove Police	17,760	3,549	31,423	52,732	100%
TOTAL CONTRACT SERVICES				<u>190,537</u>	

* If Contract Services is used for
PERSONNEL - use the
Personnel/Salary Sheet but
List that they are Contract Services

Budget Detail Worksheet
Page Five

Springdale Police Dept.

Grant funds and/or grant matching funds may not be used for Confidential Funds, unless the Authorized Official certifies that the DTF will comply with the Department of Justices regulations concerning Confidential Funds.

SALARY & BENEFITS Name/Position	FEDERAL	STATE	LOCAL	TOTAL	% OF TIME WORKED
Justin Ingram, Investigator - Springdale					
Salary	18,272	3,651	21,082	43,005	100%
Overtime - 10% of salary	1,827	365	2,108	4,300	100%
FICA - 7.65%	1,537	307	1,673	3,517	100%
Retirement - 13.92%	2,796	559	4,587	7,942	100%
Worker's Comp	-	-	983	983	100%
Health Insurance	-	-	2,905	2,905	100%
Vehicle Expense	630	126	84	840	100%
Vehicle Insurance	113	22	15	150	100%
Gas and Oil	2,250	450	300	3,000	100%
Total Contract Services - Springdale	27,425	5,480	33,737	66,642	100%

Budget Detail Worksheet
Page Six

CONTRACT SERVICES - PERSONNEL

Grant funds and/or grant matching funds may not be used for Confidential Funds, unless the Authorized Official certifies that the DTF will comply with the Department of Justices regulations concerning Confidential Funds.

concerning Confidential Funds.					% OF TIME WORKED	
SALARY & BENEFITS	Name/Position	FEDERAL	STATE	LOCAL	TOTAL	
Josh McConnell, Investigator - Washington County						
Salary		15,974	3,191	17,942	37,107	100%
Overtime - 10% of salary		1,597	319	9,069	10,985	100%
FICA - 7.65%		1,344	269	2,066	3,679	100%
Retirement - 12.54%		2,201	440	3,390	6,031	100%
Health Insurance		1,825	365	390	2,580	100%
Worker's Comp		-	-	1,616	1,616	100%
Life Insurance		-	-	150	150	100%
Vehicle Expense		2,063	412	275	2,750	100%
Gas and Oil		3,563	712	475	4,750	100%
Vehicle Insurance		405	81	54	540	100%
Telephone Expense		731	146	98	975	100%
Total Contract Services - Wash. County		29,703	5,935	35,525	71,163	100%

Budget Detail Worksheet
Page Seven

CONTRACT SERVICES - PERSONNEL

Grant funds and/or grant matching funds may not be used for Confidential Funds, unless the Authorized Official certifies that the DTF will comply with the Department of Justices regulations concerning Confidential Funds.

					% OF TIME WORKED
SALARY & BENEFITS Name/Position	FEDERAL	STATE	LOCAL	TOTAL	
Kevin Roper, Investigator - Prairie Grove Police Department - Rural Investigator					
Salary	12,010	2,400	19,531	33,941	100%
Overtime - 10% of salary	1,201	240	3,424	4,865	100%
FICA - 7.65%	1,011	202	1,756	2,969	100%
Retirement - 13.92%	1,839	367	4,391	6,597	100%
Health Insurance 325/month	1,699	340	1,321	3,360	100%
Worker's Comp	-	-	1,000	1,000	100%
Total Contract Services - Prairie Grove	17,760	3,549	31,423	53,732	100%

BUDGET SUMMARY

BUDGET SUMMARY

Totals from the Budget Detail Worksheet should be transferred for each category of the budget.

LIST BY CATEGORY	FEDERAL	STATE	LOCAL	TOTAL
Personnel	64,081	12,806	112,609	189,496
MANDATED Fringe Benefits	2,959	591	6,568	10,117
EMPLOYER Benefits	11,834	2,361	25,664	39,859
OTHER Fringe Benefits				
Maintenance & Operation	23,457	4,722	16,775	44,954
Equipment				
Travel/Training	1,500	300	200	2,000
Contract Services	74,888	14,964	100,685	190,537
Confidential Funds				
TOTAL BUDGET SUMMARY	178,719	35,744	262,501	476,964

Date

Authorized Official

Date

Fiscal Officer

***The Fourth Judicial District Drug Task Force is unable to comply with special conditions #7 and #8 due to the fact that the State of Arkansas does not have a law requiring this process.

FOURTH JUDICIAL DISTRICT DRUG TASK FORCE

In February 1991, the Fourth Judicial District Drug Task Force (4th JDTF) was formed. The membership included the Washington County Sheriff, Fourth Judicial Prosecutor, University of Arkansas Police, and the municipal police departments of Fayetteville, Springdale, Johnson, Farmington, Lincoln, Prairie Grove, West Fork, and Greenland. The 4th JDTF consisted of seven sworn officers, a secretary, and a fiscal officer.

In February of 1992, the budget cuts for the grant period forced the reduction of one officer. The City of Johnson dropped out of the control group, which left it as a ten-member organization.

From 1991 to 1995, the 4th JDTF cases worked increased by 182 cases a year. The most prevalent drugs were methamphetamine and marijuana, and cases involving cocaine and crack cocaine were on the rise.

In 1996, the 4th JDTF added the Elm Springs Police Department to the task force. This year also marked a shift in the drug market in Northwest Arkansas. Methamphetamine replaced marijuana as the most prevalent drug transported into the area. The drug quantities the 4th JDTF were able to purchase rose from grams to ounces and pounds. This trend clearly indicated that more drugs were available in the area. Heroin was also reintroduced into the area and attributed to three deaths from heroin overdoses. There were also three methamphetamine labs that were seized during the year.

In 1997, the 4th JDTF was able to increase staffing by the addition of an officer assigned from the University of Arkansas. This year was highlighted by a joint investigation with the DEA that resulted in the purchase or seizure of over eight pounds of methamphetamine and sixteen people were arrested.

In the 1998 fiscal year, the task force saw a tremendous increase in methamphetamine trafficking, manufacture, and abuse. During this fiscal year, the task force purchased and seized 19.41 pounds of methamphetamine, 1.2 pounds of cocaine, and 66.3 pounds of marijuana. The 4th JDTF ended the 1998 fiscal year opening 405 new cases and seized \$91,481.33 in U.S. currency.

In 1998, the sale of methamphetamine and prevalence of methamphetamine laboratories continued to increase in our area. A joint investigation between the 4th DTF, 19th JDTF and the DEA resulted in the seizure of approximately 5 pounds of methamphetamine and 6 pounds of cocaine. During 1999, the 4th DTF made the largest single seizure of LSD in the state of Arkansas by seizing 123,000 micrograms of LSD from a suspect in Fayetteville, Arkansas.

During the fiscal year 2000, the 4th JDTF experienced an increase of methamphetamine labs and the designer drug, ecstasy.

In response to the increasing methamphetamine lab investigations, four investigators attended Clandestine Lab On Site Safety School in Quantico, VA. This training enabled these officers to manage crime scenes at methamphetamine lab sites, and train and re-certify additional officers from our jurisdiction. The 4th JDTF also requested one additional investigator from the Washington County Sheriff's Office. This investigator was requested to help combat the growing narcotics problem in rural Washington County. During the year, the 4th JDTF seized 12 pounds of methamphetamine, 4.80 pounds of cocaine, 7 ounces of crack cocaine, 136 pounds of marijuana, and 66 methamphetamine labs. The 4th JDTF opened a total of 522 cases and made 530 arrests.

In 2001, the Washington County Sheriff's Office added an investigator to the 4th JDTF. This addition staffed the task force with five full time investigators and a sergeant. Twelve law enforcement agencies within Washington County actively participated with and provided information to the 4th JDTF.

In 2002, the task force continued to see an increase in the amount of methamphetamine labs in our area. In response to this problem, the 4th JDTF educated the public through methamphetamine awareness classes and increased information sharing with the Drug Enforcement Agency (DEA) and other local law enforcement agencies about local methamphetamine manufacturing.

In the 2003 grant year, the 4th JDTF experienced another increase in the number of seized methamphetamine labs. The 4th JDTF continued to educate the public and the area businesses on the hazards of methamphetamine manufacturing. The 4th JDTF also cooperated with the DEA on several successful investigations. Two of the investigations resulted in the seizure of 3 pounds of methamphetamine and 47 pounds of pseudoephedrine. During the first nine months of the grant year, the 4th JDTF seized 8 lbs of methamphetamine, 74 methamphetamine labs, 7 ounces of cocaine, 6.5 ounces of crack cocaine, 30 lbs of marijuana and 18,084 marijuana plants. The 4th JDTF opened 499 cases and made 438 arrests.

In January of 2005, the 4th JDTF started a Methamphetamine Awareness Committee that was comprised of citizens throughout the 4th Judicial District. The committee was organized to study the methamphetamine problem in our area and to devise a community oriented solution to combat methamphetamine use. The 4th JDTF had several successful investigations that lead to large drug seizures.

One of these investigations in April yielded 30lbs of marijuana and 27 ounces of cocaine. During the first ten months of the 2004 fiscal year, the 4th JDTF seized 15.7 lbs of methamphetamine, 85 methamphetamine labs, 39.7 ounces of cocaine, 13 ounces of crack cocaine, 85.5 lbs of marijuana and 616 marijuana plants. The 4th JDTF opened 674 cases and made 720 arrests.

In the fiscal year of 2005, the 4th JDTF continued to be a part of the Methamphetamine Awareness Committee and the name was changed

to Project Right Choice. A drug hotline number and website was created to assist the community in our drug awareness program. During the year, the task force seized 19.5 pounds of methamphetamine, 208 pounds of marijuana, 5 pounds of cocaine, and 40 methamphetamine labs. The dramatic decrease in the number of methamphetamine labs was mostly attributed to Arkansas Act 256 of 2005 in which pseudoephedrine became a schedule five drug.

In the 2006 grant year, the 4th JDTF added another investigator from Springdale. There are currently a total of seven full-time detectives, a supervisor and a secretary at the task force. Fayetteville and Springdale Police Departments added one detective to the task force that is not currently paid for with the task force grant funds. These police departments are covering all personnel costs for these two officers. In the first nine months of the grant year, the 4th JDTF opened 675 cases and made 662 arrests. The task force seized 16.5 pounds of methamphetamine, 77.5 pounds of marijuana, and 1.5 pounds of cocaine.

FORM IGS-3

PROJECT NARRATIVE

DRUG LAW ENFORCEMENT PROGRAM

GOALS AND OBJECTIVES

Goal

Continue operations of a multi-jurisdictional drug law enforcement task force to remove specifically targeted major organized crime narcotics trafficking conspiracies, offenders and clandestine methamphetamine lab operators through investigations, arrests, prosecutions, and convictions.

Objectives

1. Continue to incorporate major drug investigations in the Washington and Madison County area into a single and collective investigative effort executed by a "Control Group" of local law enforcement agencies supported with federal funding.
2. Assist area law enforcement agencies establish a collective interdiction unit that combats drug couriers that travel on Interstate I-540 and highways within the jurisdiction of the 4th JDTE.
3. Increase the number of cases and arrests of drug offenders who operate in the Northwest Arkansas area by 3 percent.
4. Maintain the probability of criminal and civil forfeitures in drug convictions. This is based on the efforts in objective number three.
5. Continue investigations with the assistance of the Drug Enforcement Administration and other law enforcement agencies of methamphetamine trafficking organizations throughout Northwest Arkansas.
6. Continue to educate and inform law enforcement, firefighters, Arkansas State Probation and Parole, Department of Human Service and the general public on methamphetamine lab activities through organized classes lead by certified instructors and through the media by listing common traits of clandestine methamphetamine lab operators. Encouraging citizens and local retailers, where precursor supplies can be purchased, to contact the local crime

FORM IGS-3

PROJECT NARRATIVE

DRUG LAW ENFORCEMENT PROGRAM

stoppers or methamphetamine hotline with tips.

Critical Elements

Target Selection

The Control Group will give guidance and make recommendations to the DTF as to individual targets for investigative projects. Special consideration will be given to the probability of a successful arrest, prosecution, and criminal and civil forfeitures.

Drug offenses will be targeted by the Control Group as the group determines the most prevalent and readily available drugs in their area. The Task Force will also take into consideration the types of drugs, which contribute, to other criminal behavior. In this area those drugs are methamphetamine, crack, cocaine, marijuana, ecstasy and methamphetamine laboratories.

Case and Resource Assignment

The Control Group will name an Operations Coordinator to assign cases. The coordinator will report on a monthly basis to the control group so this activity can be closely monitored. Also on a monthly basis the Control Group receives a financial report from the Fiscal Officer.

Case Monitoring

The Operations Coordinator reviews all intelligence information received in the office. This information is gathered from all other law enforcement agencies in our area, as well as citizens calling in information. He assigns follow-up on intelligence based on the location of the criminal activity and the experience of the officer to handle the case. He also monitors the case throughout the process. All open cases are updated with a status form every sixty days until case is closed by arrest. This procedure prevents cases from being lost in the shuffle and not prosecuted on a timely basis.

FORM IGS-3

PROJECT NARRATIVE

DRUG LAW ENFORCEMENT PROGRAM

DLEP FY '07

FORM IGS 3-A
PROJECT NARRATIVE
IMPLEMENTATION PLAN
DRUG LAW ENFORCEMENT PROGRAM
FOURTH JUDICIAL DISTRICT DTF

WORK ITEM #1

Projected Completion Date: 06/30/08

Organization and Implementation

- ◆ Maintaining and updating of the Internal Operating Procedures Manual as needed
- ◆ Maintain budgetary procedures to track multi-agency expenditures
- ◆ Maintain computer software for tracking Drug Offender/Distributor Intelligence Files

WORK ITEM #2

Projected Completion Date: 06/30/08

Maintain a uniform Drug Offender/Distributor Intelligence File

- ◆ Members of the DTF will continue to update the multi-jurisdictional profile classification of area drug offenders by compiling drug intelligence records from their individual agencies into a central file.
- ◆ The file will be separated into a biographic index and a location index. Drug intelligence reports will be analyzed to assess the status of criminal activity of major drug conspirators and their associates. The Control Group will identify major drug distributors and conspiracy targets based on an analysis of information and evidence located in the central file.
- ◆ Continue to utilize the intelligence files maintained by the Regional Organized Crime Information Center and share our intelligence files by utilizing ROCIC's RISSNET.

FORM IGS 3-A
PROJECT NARRATIVE
IMPLEMENTATION PLAN
DRUG LAW ENFORCEMENT PROGRAM
FOURTH JUDICIAL DISTRICT DTF

Work Item #3

Projected Completion Date: 06/30/08

Intelligence

- ◆ Using information obtained from the files maintained in Work Item #2, a strategy of undercover operations will be developed to successfully investigate, arrest, and prosecute the identified target(s). Specific targets will be identified and the Control Group will review and make recommendations.
- ◆ Conduct controlled buys, perform follow-up investigations and execute search warrants to build cases against narcotics traffickers.
- ◆ Begin making arrests of these offenders.

Work Item #4

Projected Completion Date: 06/30/08

PROSECUTION

- ◆ Present completed cases to prosecuting attorney's office
- ◆ Present evidence and testimony
- ◆ Adhere to State Asset Forfeiture guidelines

Work Item #5

Projected Completion Date: 06/30/08

CLOSE-OUT

- ◆ Complete project activities
- ◆ Control Group to review and evaluate project activities

FORM IGS 3-A
PROJECT NARRATIVE
IMPLEMENTATION PLAN
DRUG LAW ENFORCEMENT PROGRAM

FOURTH JUDICIAL DISTRICT DTF

- ◆ Begin sub-grant closeout procedures

Problem Statement

There will be two major drug problems within the 4th Judicial District that will be addressed in this grant. The first problem involves the trafficking of large quantities of methamphetamine, cocaine, and marijuana into Northwest Arkansas. Methamphetamine and marijuana are produced locally, but the bulk of these drugs are transported into our area from Mexico, southwest border states and eastern Arkansas. The seizures of all these drugs have dramatically increased since 2005. Over the last two years, the drug task force has seized over forty pounds of methamphetamine, eight pounds of cocaine and three hundred and forty-four pounds of marijuana. The influx of these drugs in our area has caused the wholesale price to decrease in the last year. The second problem that will be addressed is the increased abuse of diverted prescription drugs and ecstasy among students who attend both the University of Arkansas and local high schools. The prescription drugs are being obtained by shipment of large quantities from out of state sources, doctor shopping, and ordering on the Internet. The ecstasy seizures have also increased during the last sixteen months and our intelligence reports reflect an increasing demand for the drug in our area.

This grant will allow the 4th JDTF to provide Washington and Madison counties with a professional organization in the 4th judicial district to lead and assist other law enforcement agencies with drug investigations. We provide a central location for drug information and share that information with law enforcement throughout our jurisdiction. The drug task force will also continue work with the Drug Enforcement Administration, highway interdiction units, and other law enforcement agencies to seize drugs before they are distributed and identify drug traffickers in our area. The drug educational program conducted by the task force has been successful for the last several years. We have taught numerous classes on methamphetamine labs and general drug awareness to law enforcement, probation and parole officers, businesses, realtors, and civic groups, which have lead to additional information used in our investigations. The Drug Task Force and the Fayetteville Police Department started a community group called Project Right Choice to supplement our drug awareness efforts.

FORM IGS 3-B
PERFORMANCE INDICATORS

The following **performance indicators** will be used:

1. Number of criminal subjects identified.
2. Number of instances of inter-agency assists and intelligence information sharing.
3. Number and type of criminal activity cases and reports currently under investigation.
4. Number of arrests.
5. Number of cases involving clandestine methamphetamine lab operators.
6. Amount of fines and forfeitures ordered.
7. Quantity and type of narcotics seized and/or purchased.

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

6/19/2007

City Council Meeting Date

Greg Tabor
Submitted By

Police
Division

Police
Department

Action Required:

Council approve a resolution amending Fayetteville Police Department Policy 1.2.1 "Limits of Authority"

\$0

Cost of this request

Category / Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached


Department Director

5-30-07
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

6/4/2007
Date

Received in City Clerk's Office

ENTERED

5/30/07

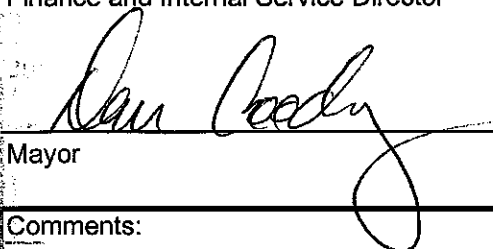

Finance and Internal Service Director

6-4-07
Date

Received in Mayor's Office

ENTERED

6/4/07


Mayor

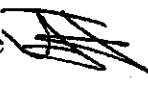
6/15/07
Date

Comments:

De:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Greg Tabor, Chief of Police 

DATE: May 30, 2007

SUBJECT: Policy Amendment

Recommendation: Council approves a resolution amending Fayetteville Police Department Policy 1.2.1 "Limits of Authority"

Background: The current Fayetteville Police Department Policies were approved by council resolution #3-99 on January 5th, 1999. The police department recently discovered that Fayetteville Police Department Policy 1.2.1 is missing certain elements required by Arkansas Code Annotated §16-81-106 and federal regulations in regard to the Vienna Convention on Consular Relations. Approval of this amendment will bring Fayetteville Police Department policy in compliance.

Discussion: A.C.A. §16-81-106 requires law enforcement agencies to have a policy in regard to non-jurisdictional arrests. This proposed change will add the section III A. (4) to address non-jurisdictional arrests. (See highlighted area of attachment #A)

The Vienna Convention on Consular Relations establishes the baseline for most obligations with respect to the treatment of foreign nationals who are arrested or detained within the United States. This proposal will add section #III B. (9) outlining protocol required of an officer when arresting or detaining a foreign national. (See highlighted area of attachment #A)

Budget Impact: None

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO
FAYETTEVILLE POLICE DEPARTMENT POLICY 1.2.1, LIMITS
OF AUTHORITY.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby approves an amendment to Fayetteville Police Department Policy 1.2.1,
Limits of Authority. A copy of the amended Policy marked Exhibit "A" is
attached hereto and made a part hereof.

PASSED and APPROVED this 19th day of June, 2007.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Effective Date January 6, 1999		Number 1.2.1
Subject LIMITS OF AUTHORITY		
Reference		Special Instructions
Distribution All Personnel	Reevaluation Date 1-Year	No. Pages -7-

I. PURPOSE

The purpose of this policy is to outline the limits of law enforcement authority delegated to officers of the Fayetteville Police Department pertaining to the enforcement of laws, statutes, and ordinances within their jurisdiction.

It also defines circumstances and establishes limits involving officer discretion and provides guidelines for exercising such discretion utilizing alternatives to arrest and/or pre-arraignment confinement.

II. DEFINITIONS

A. ARREST

Arrest is the taking of a person into custody of the law, the purpose of which is to restrain the accused until he can be held accountable for the offense at court proceedings.

B. PROBABLE CAUSE

Probable cause has been interpreted as facts and circumstances that amount to more than mere suspicion but less than proof beyond a reasonable doubt that would lead a prudent person to believe a crime has been committed or is about to be committed.

C. FELONY

A felony is a serious offense, which carries a penalty of incarceration usually for one year or more. Persons convicted of felony offenses lose certain rights such as the right to vote, hold an elective office or Federal government position, or maintain certain licenses.

D. MISDEMEANOR

A misdemeanor is a less serious offense punishable by incarceration for not more than one year in a county jail or fine or similar penalty.

E. OFF-DUTY

For the purposes of this section, officers are considered to be "off-duty" when not working in furtherance of Departmental objectives during their regularly scheduled hours or other hours as required by a police supervisor or court order.

III. POLICY

A. JURISDICTION AND STATUTORY AUTHORITY

1. Officers of the Fayetteville Police Department shall have within the corporate limits of the City of Fayetteville all the powers invested in law enforcement officers as described under Arkansas Code Annotated 14-52-203.

2. Officers shall also have the power to serve all civil and criminal process that may be directed to them by any officer of the Court and may enforce the ordinances and regulations of the City as the City Council may direct.

3. In addition to their authority within the corporate limits, officers shall have all the powers invested in law enforcement officers by statute or common law within the extraterritorial jurisdiction of the corporate limits of the City of Fayetteville, and on all property owned by or leased to the City wherever located.

4. An officer outside his or her jurisdiction may affect an arrest without a warrant upon having both probable cause and the request or permission of the agency having jurisdiction. Upon doing so, the officer must notify the law enforcement agency having jurisdiction as soon as practicable and relinquish custody of the suspect to that agency as described under Arkansas Code Annotated 16-81-106.

5. Any officer pursuing an offender outside the corporate limits or extraterritorial jurisdiction of the City shall be entitled to all privileges, immunities, and benefits to which he would be

entitled if acting within the City, including coverage under the workmen's compensation laws.

B. ARREST AUTHORITY

An officer may affect an arrest if there is probable cause to believe a person has committed an offense as it is defined in the Arkansas Criminal Code. Probable cause is the legal requirement for an arrest.

1. An arrest occurs when the following conditions exist:

a. The officer believes that sufficient legal evidence exists that a crime is being committed, and intends to restrain the suspect;

b. The officer deprives the individual of his liberty; and

c. The suspect believes he or she is in the custody of the police and cannot voluntarily leave.

2. An arrest can be initiated with or without a warrant and must be based on probable cause.

a. Arrest Pursuant to a Warrant

An arrest warrant issued by the court determines an arrest should be made and directs the police to bring the named person before the court.

(1) An officer having a warrant in possession may arrest the person named on or described in the warrant at any time and at any place within the jurisdiction of the City of Fayetteville.

(2) An officer who has knowledge that a warrant for arrest, has been issued and has not been executed, but who does not have the warrant in his possession, may arrest the person named in the warrant according to Arkansas State law.

(a) The officer must inform the person arrested of the existing warrant, and

(b) The officer must serve the warrant on the person as soon as possible.

b. Arrest Without a Warrant

According to Rule 4 of the Arkansas Court Rules "Rules of Criminal Procedures", a law enforcement officer may arrest a person without a warrant if the officer has reasonable cause to believe that such person has committed:

- (1) a felony;
 - (2) a traffic offense involving:
 - (a) death or physical injury to a person; or
 - (b) damage to property; or
 - (c) driving a vehicle while under the influence of any intoxicating liquor or drug;
 - (d) any violation of law in the officer's presence.
 - (3) A private person may make an arrest where he has reasonable grounds for believing that the person arrested has committed a felony.
 - (4) An arrest shall not be deemed to have been made on insufficient cause hereunder solely on the ground that the officer or private citizen is unable to determine the particular offense which may have been committed.
 - (5) A warrant less arrest by an officer not personally possessed of information sufficient to constitute reasonable cause is valid where the arresting officer is instructed to make the arrest by a police agency, which collectively possesses knowledge sufficient to constitute reasonable cause.
 - (6) In the case of a misdemeanor, probable cause as well as the officer's presence at the time of the offense is required, with the following exceptions:
 - (a) The officer believes the suspect may cause physical injury to self or others, or damage to property unless immediately arrested (See ACA 16-81-113) and Domestic Abuse Act as defined in A.R. CR. T. Rule 4.1 (a) (IV);
 - (b) The suspect has committed the offense of shoplifting when the officer, merchant, or merchant's employee who has observed the person accused of committing the offense of shoplifting shall provide a written statement which shall serve as probable cause to justify the arrest (See ACA 5-36-116 (2)(c);
 - (c) The officer has reason to believe the suspect will not be apprehended unless immediately arrested.
3. Upon making an arrest, an officer must:
- a. Identify himself as a law enforcement officer unless his identity is otherwise apparent;

- b. Inform the arrested person that he is under arrest; and
- c. As promptly as is reasonable under the circumstances, inform the arrested person of the cause of the arrest, unless the cause appears to be evident.

4. An arrest is complete when:

- a. The person submits to the control of the arresting officer who has indicated his intention to arrest, or
- b. The arresting officer, with intent to make an arrest, takes a person into custody by the use of physical force.

5. An officer may enter private premises or a vehicle to effect an arrest when:

- a. The officer has in his possession a warrant or order for arrest of a person or is authorized to arrest a person without a warrant or order having been issued;
- b. The officer has reasonable cause to believe the person to be arrested is present, and
- c. The officer has given, or made reasonable effort to give notice of his authority and purpose to an occupant thereof, unless there is reasonable cause to believe that the giving of such notice would present a clear danger to human life.

6. Arrest for Serious Crime

When an officer arrests a person for a serious crime, the officer shall advise the supervisor on duty and a determination will be made if the detective division shall be notified of the arrest for further interviewing and investigation.

7. Arrest of Military Deserter

Officers with probable cause that a person is a military deserter may arrest that person and arrange as soon as possible to release the person to the proper military authorities.

8. Arrest of Unconscious or Semiconscious Person

Whenever an officer arrests an individual who is unconscious, semiconscious, or otherwise apparently suffering from some disabling condition, and who is unable to provide information on the causes of the condition, the officer should make a reasonable effort to determine if the person arrested is wearing a bracelet or necklace containing the Medic Alert Foundation's emergency alert symbol to indicate that the person suffers from diabetes, epilepsy,

a cardiac condition, or any other form of illness which would cause a loss of consciousness. If such a symbol is found indicating that the person being arrested suffers from one of those conditions, the officer must make a reasonable effort to have appropriate medical care provided. In all such arrests, officers shall comply with Jail Standards on handling unconscious person(s).

9. Arrest of Foreign Nationals

Whenever a foreign national is arrested or detained in the United States, there are legal requirements contained in the Vienna Convention on Consular Relations to ensure that the foreign national's government can offer him/her appropriate consular assistance. In all cases the foreign national must be told of the right of consular notification and access. According to the Department of State, this requirement applies even if the foreign national is not in the United States legally. A list of contact information for embassies and consulates within the United States is available in the Patrol Lieutenant's Office and the Washington County Detention Center.

In some cases, mandatory notification must be made to the nearest consulate or embassy without delay, or within the time specified in a bilateral agreement between the United States and the foreign national's country, regardless of whether the foreign national requests such notification. If the foreign national's country is on the list of mandatory notification countries, notify that country's nearest consular official, without delay, of the arrest/detention. A list of the mandatory notification countries is available in the Patrol Lieutenant's Office and the Washington County Detention Center.

Privacy concerns or the possibility that a foreign national may have a legitimate fear of persecution or other mistreatment by his/her government may exist in some mandatory notification cases. The notification process should still be honored, but it is possible to take precautions regarding disclosure of information. The State Department should be consulted in these situations. Under no circumstances should any information indicating that a foreign national may have applied for asylum in the United States or elsewhere be disclosed to that person's government.

It is the responsibility of the arresting officer, not the detaining facility, to notify the arrested person's nearest consular official. It is also the arresting officer's responsibility to inform the arrestee notification has been made. A form documenting arrest notification that can be sent via FAX is available in the Patrol Lieutenant's Office and the Washington County Detention Center. A copy of this notification process should be attached to the arrest report.

10. Misuse of Arrest Authority

Officers of the Fayetteville Police Department shall not misuse the arrest authority that has been delegated to them.

C. USE OF DISCRETION AND ALTERNATIVES TO ARREST

The Chief of Police shall determine what measures (policies and procedures) shall be enforced to influence officer discretion at the operative level of patrol.

Officers are encouraged to be sensitive to cues as the probability of clearance, witness identification, victim prosecution, and other factors when making arrests, issuing citations, or other law enforcement activities.

In instances of lesser violations of the law, the officer may weigh the seriousness of the offense and the surrounding circumstances and choose an alternative to arrest. The proper exercise of discretion does not relieve the officer of his responsibility to conduct a thorough investigation.

1. Alternatives to Arrest

a. Issuance of a citation or criminal summons (when the municipal judge determines the offense to be citable) which would allow the arrested person to appear in court on their own recognizance in accordance with Article III, Rule 5, of the ARKANSAS RULES OF CRIMINAL PROCEDURE, instead of taking the person before a magistrate and placing them under bond;

b. Referral to a help agency, such as mental health, etc.; or

c. Informal resolution; or

d. Warnings.

2. Arrest of Injured Person

Upon arresting a person who has been injured, or is injured during the arrest process, the officer shall contact his immediate supervisor. The immediate supervisor will respond and observe the injured person and based on the seriousness of the injury will make a determination as to whether or not the person should receive immediate medical attention.

3. Off-Duty Arrest

Police officers of this department have liability protection for on-duty and off-duty performance of official duties. This

protection does not extend to willful acts to cause injury or damage, or to those actions that the police officer knew, or reasonably should have known, were in conflict with the established policies or customs of this department.

a. When off-duty and within the legal jurisdiction of this department, a police officer may make an arrest only when:

- (1) There is an immediate need for the prevention of bodily injury or property loss/damage or apprehension of a suspect;
- (2) The arresting officer is in possession of appropriate police identification.

b. Off-duty officers shall not enforce minor traffic offenses or utilize personal vehicles to pursue or to attempt the apprehension of persons.

1. Off-duty officers may cautiously follow suspects to obtain vehicle and suspect descriptions or destination, but officers must realize there is no authorization under state law or Department policy to violate traffic law while operating a private vehicle.

b. If an off-duty arrest is made, the off-duty officer shall abide by all departmental policies and procedures and shall notify an on-duty police supervisor of the circumstances of the arrest and complete any documentation of the incident and arrest required by the supervisor or Departmental Policies and Procedures.

c. No prisoner or arrestee, under any circumstances, shall be transported in a privately owned vehicle.

4. Assistance to Person Intoxicated in Public

At his discretion, an officer may assist, as an alternative to arrest and incarceration, an individual found intoxicated in a public place, by taking any of the following actions:

- a. The officer may transport the intoxicated individual home;
- b. The officer may transport the intoxicated individual to the residence of another individual willing to accept him;
- c. The officer may transport the intoxicated individual to a public or private shelter facility if the individual is apparently in need of and unable to provide for himself food, clothing, or shelter, but not in need of immediate medical care;
- d. The officer may transport the intoxicated individual to the Washington Regional Medical Center or other medical care facility

if it is apparent the individual is in need of but unable to
provide for himself immediate medical care.

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Jun-07

City Council Meeting Date

David Bragg

Submitted By

Fleet Operations

Division

Operations

Department

Action Required:

A resolution awarding purchase of one additional tandem axle dump truck from bid #05-73 to Barloworld Freightliner of Springdale for use by Water & Sewer Division.

\$90,233.00

Cost of this request

\$

195,165.00

Category/Project Budget

Medium/Heavy Duty Trucks

Program Category / Project Name

9700.1920.5802.00

Account Number

\$

76,303.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02079.1

Project Number

\$

118,862.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐



Department Director

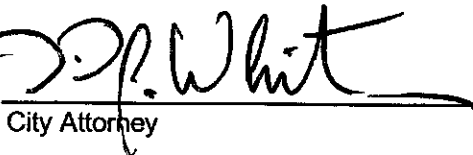
6-1-07

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:



City Attorney

6/5/07

Date



Finance and Internal Service Director

6-5-07

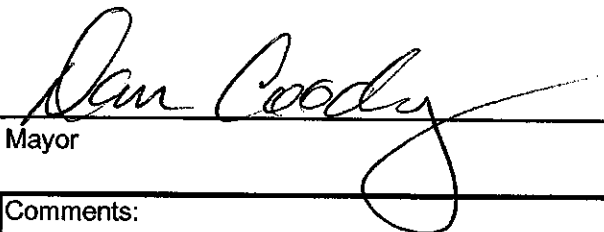
Date

Received in City Clerk's Office

ENTERED
6/5/07
PH

Received in Mayor's Office

ENTERED
6/5/07
PH



Mayor

6/5/07

Date

Comments:



Interdepartmental Correspondence

To: Mayor/City Council

Thru: Gary Dumas, Director of Operations

From: David Bragg, Fleet Operations Superintendent *DRB*

Date: May 30, 2007

Subject: Purchase of one additional Tandem Axle Dump Truck

RECOMMENDATION: That City Council approve the purchase of one additional tandem axle dump truck from Barloworld Freightliner of Springdale for use by Water & Sewer Division.

BACKGROUND: Unit #719, a 1993 Mack flat bed dump truck has been scheduled for replacement in 2009, however a recent automatic transmission failure creates a need to perform major repairs or replace at this time. Spending an estimated \$12,000 to repair this fourteen year old truck does not make economic sense. Water and Sewer staff agrees with the Fleet recommendation to replace with a tandem axle conventional dump truck which would be much more usable than the current flat bed for the daily needs of Water and Sewer Division. Sufficient funds have been accumulated in the Fleet Replacement Fund for this replacement.

Bid #05-73 was awarded in November 2005 to Barloworld Freightliner of Springdale for four tandem axle dump trucks for Transportation Division. One additional unit was ordered in January 2006 for Water and Sewer. These trucks were delivered in July 2006 and are performing well. Barloworld has one identical new 2006 model chassis in inventory and will honor this bid in the original amount of \$90,233.00 for one additional unit with dump body.

I recommend purchase of one additional unit from bid 05-73 from Barloworld Freightliner in the amount of \$90,233.00.

Funds are available for this purchase in Fleet Replacement Special Project 02079 – Heavy Duty Trucks.

Purchase of the tandem axle dump truck from Barloworld Freightliner was approved by the Equipment Committee at the meeting of May 29, 2007.

RESOLUTION NO. _____

A RESOLUTION AWARDED AN ADDITIONAL PURCHASE FROM BID #05-73 TO BARLOWORLD FREIGHTLINER FOR THE PURCHASE OF ONE (1) ADDITIONAL TANDEM AXLE DUMP TRUCK IN THE AMOUNT OF \$90,233.00 FOR USE BY THE WATER & SEWER DIVISION.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards an additional purchase from Bid #05-73 to Barloworld Freightliner for the purchase of one (1) additional tandem axle dump truck in the amount of \$90,233.00 for use by the Water & Sewer Division.

PASSED and APPROVED this 19th day of June, 2007.

APPROVED:

ATTEST:

By: _____
JAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



FLEET OPERATIONS

1525 S. Happy Hollow Road
Fayetteville, AR 72701

A. 4
Barloworld Freightliner
Page 4 of 6

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Kyle Cook
Adella Gray
Bobby Ferrell
Lioneld Jordan

FROM: David Bragg, Fleet Operations Supt *20RB*

DATE: May 21, 2007

SUBJECT: Purchase of one replacement dump truck

Unit #719, a 1993 Mack flat bed dump truck has been scheduled for replacement in 2009, however a recent automatic transmission failure creates a need to perform major repairs or replace at this time. Spending an estimated \$12,000 to repair this fourteen year old truck does not make economic sense. Water and Sewer staff agrees with the Fleet recommendation to replace with a tandem axle conventional dump truck which would be much more usable than the current flat bed for the daily needs of Water and Sewer Division. Sufficient funds have been accumulated in the Fleet Replacement Fund for this replacement.

Bid #05-73 was awarded in November 2005 to Barloworld Freightliner of Springdale for four tandem axle dump trucks for Transportation Division. One additional unit was ordered in January 2006 for Water and Sewer. These truck were delivered in July 2006 and are performing well. Barloworld has one identical new 2006 model chassis in inventory and will honor this bid in the original amount of \$90,233.00 for one additional unit with dump body.

I recommend purchase of one additional unit from bid 05-73 from Barloworld Freightliner in the amount of \$90,233.00.

Funds are available for this purchase in Fleet Replacement Special Project 02079 – Heavy Duty Trucks.

Cc:
Gary Dumas

APPROVED
5/29/07
2RB

4-0

City Of Fayetteville

(Not a Purchase Order)

Vendor # 13048		Vendor Name: BARLOWORLD FREIGHTLINER		Requisition No.	Date: 5/30/2007
Address:		Fob Point:		P.O Number	Expected Delivery Date:
City:		State:	Zip Code	Mail Yes: ☐ No: XX	
Requester Barbara Olsen		Ship to code: 050	Requester's Employee # 1940	Taxable Yes: ☐ No: ☐	Quotes Attached Yes: ☐ No: ☐
Item Description		Quantity	Unit of Issue	Unit Cost	Extended Cost
1	2006 MODEL CHASSIS WITH DUMP	1	EA	\$90,233.00	\$90,233.00
2	BODY PER BID #05-73, TO BE UNIT		EA		\$0.00
3	#752, FIXED ASSET #700752		EA		\$0.00
4			EA		\$0.00
5			EA		\$0.00
6			EA		\$0.00
7			EA		\$0.00
8			EA		\$0.00
9			EA		\$0.00
10			EA		\$0.00
	Shipping/Handling		Lot		\$0.00
Special Instructions:					Subtotal: 90,233.00
					Tax: EXEMPT
					Total: 90,233.00

Approvals: _____
 Mayor: _____
 Finance & Internal Services Director: _____
 Dispatch Manager: _____
 Department Director: _____
 Budget Manager: _____
 Utilities Manager: _____
 Purchasing Manager: _____
 IT Manager: _____

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Jun-07

City Council Meeting Date

David Bragg

Submitted By

Fleet Operations

Division

Operations

Department

Action Required:

A resolution awarding bid #07-43 to Williams Tractor of Fayetteville, Arkansas in the amount of \$14,699 for the purchase of one tractor drawn Disc Mower Conditioner for use by Water and Sewer Division at the OMI hay farm.

\$14,699.00

Cost of this request

\$

236,195.00

Category/Project Budget

Tractors/Mowers

Program Category / Project Name

9700.1920.5802.00

Account Number

\$

65.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02083.1

Project Number

\$

236,130.00

Remaining Balance

Shop Fund

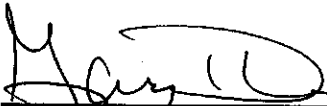
Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐



Department Director

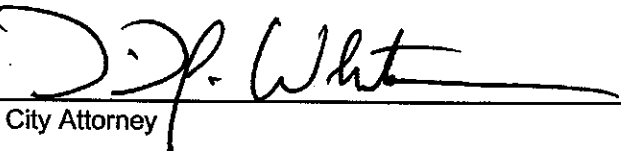
6-1-07

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:



City Attorney

6/5/07

Date

Received in City Clerk's Office

ENTERED

6/4/07



Finance and Internal Service Director

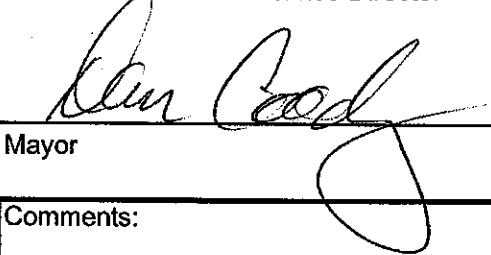
6-5-07

Date

Received in Mayor's Office

ENTERED

6/5/07



Mayor

6/6/07

Date

Comments:



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

Interdepartmental Correspondence

To: Mayor/City Council
Thru: Gary Dumas, Director of Operations
From: David Bragg, Fleet Operations Superintendent *DB*
Date: May 30, 2007
Subject: Purchase of one Tractor drawn Disc Mower Conditioner

RECOMMENDATION: That City Council approve the purchase of one tractor drawn Disc Mower Conditioner for use by Water and Sewer Division at the OMI Hay Farm.

BACKGROUND: Bid #07-43 was opened on May 15, 2007 for one tractor drawn disc mower conditioner for assignment to the Water and Sewer Division - OMI Hay Farm. Two bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor of Fayetteville machine meets all specifications.

I recommend acceptance of the bid from Williams Tractor in the amount of \$14,699.00. They have offered the City an optional trade-in of \$8,500 on the old unit.

This unit is a replacement for unit #9017, a 2000 New Holland discbine. This unit is scheduled for replacement after six years. This commercial haying equipment receives several times the annual hours of use as typical family farm equipment. The ability to replace this equipment after six years and receive a 58% trade-in allowance makes good economic sense. We also believe that the trade-in option is more advantageous for the City in this case than public auction.

Funds are available for this purchase in Fleet Replacement Special Project 02083 – Tractor/Mowers.

Purchase of the disc mower conditioner from Williams Tractor was approved by the Equipment Committee at the meeting of May 29, 2007.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #07-43 TO WILLIAMS TRACTOR FOR THE PURCHASE OF ONE (1) TRACTOR DRAWN DISC MOWER CONDITIONER IN THE AMOUNT OF \$14,699.00 FOR USE BY THE WATER & SEWER DIVISION ON THE OMI HAY FARM.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #07-43 to Williams Tractor for the purchase of one (1) tractor drawn Disc Mower Conditioner in the amount of \$14,699.00 for use by the Water & Sewer Division at the OMI Hay Farm.

PASSED and APPROVED this 19th day of June, 2007.

APPROVED:

ATTEST:

By: _____
JAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



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

A. 5
Bid # 07-43 Williams Tractor
Page 4 of 6

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Bobby Ferrell, Chairman Adella Gray
Kyle Cook Lioneld Jordan

FROM: David Bragg, Fleet Operations Supt. *2ARB*

DATE: May 22, 2007

SUBJECT: Award of Bid 07-43

Bid #07-43 was opened on May 15, 2007 for one tractor drawn disc mower conditioner for assignment to the Water and Sewer Division - OMI Hay Farm. Two bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor of Fayetteville machine meets all specifications.

I recommend acceptance of the bid from Williams Tractor in the amount of \$6,199.00 with optional trade-in.

This unit is a replacement for unit #9017, a 2000 New Holland discbine. This unit is scheduled for replacement after six years. This commercial haying equipment receives several times the annual hours of use as typical family farm equipment. The ability to replace this equipment after six years and receive a 58% trade-in allowance makes good economic sense. We also believe that the trade-in option is more advantageous for the City in this case than public auction.

Funds are available for this purchase in Fleet Replacement Special Project 02083 - Tractor/Mowers.

Cc:
Gary Dumas

APPROVED

4-0

5/29/07

2ARB

BID: 07-43

5/15/2007

2:00 PM

CITY OF FAYETTEVILLE



Bid 07-43, Tractor Drawn Disc Mower Conditioner

BIDDER	Manufacturer	Model	TOTAL PRICE
1 Countryside Farm & Lawn Equipment Optional Trade-In	John Deere	530	\$15,235.00 \$5,000.00 \$10,235.00
2 Williams Tractor, Inc. Optional Trade-In	New Holland	1412 DiscBlne	\$14,699.00 \$8,500.00 \$6,199.00

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

CERTIFIED: P. Vice

P. VICE PURCH MGR

B. Zuer

WITNESS

5/16/07

DATE

City Of Fayetteville

(Not a Purchase Order)

Vendor #		11133		Vendor Name:		WILLIAMS TRACTOR		Requisition No.		Date:		5/30/2007	
Address:				Fob Point:				P.O Number		Expected Delivery Date:			
City:				State:				Mail Yes: No: XX					
Requester		Barbara Olsen		Ship to code:		050		Taxable Yes: No: XX				Quotes Attached Yes: No:	
Item		Description		Quantity		Unit of Issue		Unit Cost		Extended Cost		Account Numbers	
1		2007 NEW HOLLAND 1412 DISCBINE		1		EA		\$14,699.00		\$14,699.00		9700.1920.5802.00	
2		PER BID #07-43, TO BE UNIT #5000,				EA				\$0.00			
3		FIXED ASSET #705000				EA				\$0.00			
4		NOTE: TRADE-IN ALLOWED ON				EA				\$0.00			
5		UNIT 9017 IS \$8,500.00				EA				\$0.00			
6						EA				\$0.00			
7						EA				\$0.00			
8						EA				\$0.00			
9						EA				\$0.00			
10						EA				\$0.00			
		Shipping/Handling				Lot				\$0.00			
Special Instructions:										Subtotal:		14,699.00	
										Tax:		EXEMPT	
Approvals:										Total:		14,699.00	
Mayor:										Department Director:		Purchasing Manager:	
Finance & Internal Services Director:										Budget Manager:		IT Manager:	
Dispatch Manager:										Utilities Manager:			

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Jun-07

City Council Meeting Date

David Bragg

Submitted By

Fleet Operations

Division

Operations

Department

Action Required:

A resolution awarding bid #07-44 to Countryside Farm and Lawn Equipment of Springdale, Arkansas in the amount of \$93,894 for the purchase of two John Deere 6615 tractors for use by Water and Sewer Division at the OMI hay farm.

\$93,894.00

Cost of this request

\$

236,195.00

Category/Project Budget

Tractors/Mowers

Program Category / Project Name

9700.1920.5802.00

Account Number

\$

14,764.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02083.1

Project Number

\$

221,431.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Service Director

Date

Received in City Clerk's Office

ENTERED
6/6/07

Received in Mayor's Office

ENTERED
6/6/07

Comments:



Interdepartmental Correspondence

To: Mayor/City Council

Thru: Gary Dumas, Director of Operations

From: David Bragg, Fleet Operations Superintendent *2007*

Date: May 30, 2007

Subject: Purchase of two John Deere 6615 Tractors

RECOMMENDATION: That City Council approve the purchase of two John Deere 6615 tractors for use by Water and Sewer Division at the OMI Hay Farm.

BACKGROUND: Bid #07-44 was opened on May 15, 2007 for two four wheel drive diesel tractors for assignment to the Water and Sewer Division - OMI Hay Farm. Two bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Countryside Farm & Lawn Equipment of Springdale meets all specifications.

I recommend acceptance of the bid from Countryside Farm & Lawn Equipment in the amount of \$93,894.00. They have offered the City an optional trade in on the two old tractors of \$53,000.

These units are replacements for units #562 and #563, both 1999 New Holland 8160 tractors. These units are scheduled for replacement after six years. This commercial haying equipment receives several times the annual hours of use as typical family farm equipment. The ability to replace this equipment after seven years and receive a 56% trade-in allowance makes good economic sense. We also believe that the trade-in option is more advantageous for the City in this case than public auction.

Funds are available for this purchase in Fleet Replacement Special Project 02083 – Tractor/Mowers.

This purchase from Countryside Farm and Lawn Equipment was approved by the Equipment Committee at the meeting of May 29, 2007.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #07-44 TO COUNTRYSIDE FARM AND LAWN EQUIPMENT OF SPRINGDALE FOR THE PURCHASE OF TWO (2) JOHN DEERE 6615 TRACTORS IN THE AMOUNT OF \$93,894.00 FOR USE BY THE WATER & SEWER DIVISION AT THE OMI HAY FARM.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #07-44 to Countryside Farm and Lawn Equipment of Springdale for the purchase of Two (2) John Deere 6615 Tractors in the amount of \$93,894.00 for use by the Water & Sewer Division at the OMI Hay Farm.

PASSED and APPROVED this 19th day of June, 2007.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



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

A. 6
07-44 Countryside Farm
and Lawn Equipment
Page 4 of 6

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Bobby Ferrell, Chairman Adella Gray
Kyle Cook Lioneld Jordan

FROM: David Bragg, Fleet Operations Supt *DRB*

DATE: May 22, 2007

SUBJECT: Award of Bid 07-44

Bid #07-44 was opened on May 15, 2007 for two four wheel drive diesel tractors for assignment to the Water and Sewer Division - OMI Hay Farm. Two bid responses were received. A detailed tabulation sheet is attached.

~~The lowest bid from Countryside Farm & Lawn Equipment of Springdale meets all specifications.~~

I recommend acceptance of the bid from Countryside Farm & Lawn Equipment in the amount of \$40,894.00 with optional trade-in.

These units are replacements for units #562 and #563, both 1999 New Holland 8160 tractors. These units are scheduled for replacement after six years. This commercial haying equipment receives several times the annual hours of use as typical family farm equipment. The ability to replace this equipment after seven years and receive a 56% trade-in allowance makes good economic sense. We also believe that the trade-in option is more advantageous for the City in this case than public auction.

Funds are available for this purchase in Fleet Replacement Special Project 02083 – Tractor/Mowers.

Cc:
Gary Dumas

APPROVED 4-0

5/29/07

DRB



BID: 07-44
5/15/2007
2:00 PM
CITY OF FAYETTEVILLE

Bid 07-44, Four Wheel Drive Diesel Tractor

BIDDER	Manufacturer	Model	Price Each	TOTAL PRICE
1 Countryside Farm & Lawn Equipment Optional Trade-In A Optional Trade-In B	John Deere	6615	\$46,947.00	\$93,894.00 \$26,500.00 \$26,500.00 \$40,894.00
2 Williams Tractor, Inc. Optional Trade-In A Optional Trade-In B	New Holland	T6030 Plus	\$54,099.00	\$108,198.00 \$33,500.00 \$33,500.00 \$41,198.00

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

CERTIFIED: P. Vice A. Joren 5/16/07
P. VICE PURCH MGR WITNESS DATE

City Of Fayetteville

(Not a Purchase Order)

Vendor #		13947		Vendor Name:		COUNTRYSIDE FARM & LAWN EQUIP		Requisition No.		Date:	
Address:				Fob Point:				P.O Number		Expected Delivery Date:	
City:				State:				Mail Yes: No: XX			
Requester		Barbara Olsen		Ship to code:		050		Taxable Yes: XX No:			
Item Description		Quantity		Unit of Issue		Unit Cost		Extended Cost		Account Numbers	
1 JOHN DEERE 6615 4WD TRACTORS		2		EA		\$46,947.00		\$93,894.00		9700.1920.5802.00	
2 PER BID 07-44, TO BE UNITS 5001				EA				\$0.00			
3 AND 5002, FIXED ASSET NUMBERS				EA				\$0.00			
4 705001 AND 705002				EA				\$0.00			
5 NOTE: TRADE-IN ALLOWED ON				EA				\$0.00			
6 UNITS 562 AND 563 IS \$26,500 EACH				EA				\$0.00			
7				EA				\$0.00			
8				EA				\$0.00			
9				EA				\$0.00			
10				EA				\$0.00			
Shipping/Handling				Lot				\$0.00			
Special Instructions:										Subtotal: 93,894.00	
										Tax: EXEMPT	
Approvals:										Total: 93,894.00	
Mayor:										Purchasing Manager:	
Finance & Internal Services Director:										IT Manager:	
Dispatch Manager:										Utilities Manager:	

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Jun-07

City Council Meeting Date

David Bragg

Submitted By

Fleet Operations

Division

Operations

Department

Action Required:

A resolution awarding bid #07-45 to Williams Tractor of Fayetteville, Arkansas in the amount of \$21,998 for the purchase of one large round hay baler for use by Water and Sewer Division at the OMI hay farm.

\$21,998.00

Cost of this request

\$

236,195.00

Category/Project Budget

Tractors/Mowers

Program Category / Project Name

9700.1920.5802.00

Account Number

\$

108,658.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02083.1

Project Number

\$

127,537.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐



Department Director

6-1-07

Date

Previous Ordinance or Resolution #

Original Contract Date:



City Attorney

6/5/07

Date

Original Contract Number:



Finance and Internal Service Director

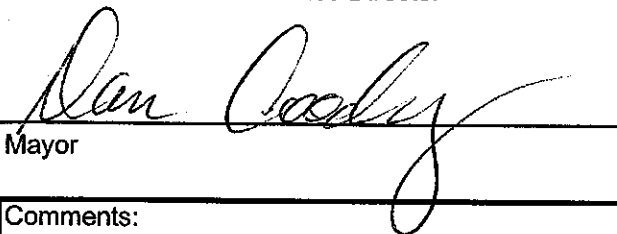
6-6-07

Date

Received in City Clerk's Office

ENTERED

6/4/07



Mayor

6/6/07

Date

Received in Mayor's Office

ENTERED

6/6/07

Comments:



Interdepartmental Correspondence

To: Mayor/City Council

Thru: Gary Dumas, Director of Operations

From: David Bragg, Fleet Operations Superintendent *DB*

Date: May 30, 2007

Subject: Purchase of one Large Round Hay Baler

RECOMMENDATION: That City Council approve the purchase of one large Round Hay Baler for use by Water and Sewer Division at the OMI Hay Farm.

BACKGROUND: Bid #07-45 was opened on May 15, 2007 for one large round hay baler for assignment to the Water and Sewer Division - OMI Hay Farm. Two bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor of Fayetteville meets all specifications.

I recommend acceptance of the bid from Williams Tractor in the amount of \$21,998.00. They have allowed the City \$19,750 in trade-ins on small square hay baling equipment.

This unit is a replacement for unit #9004, a 1999 John Deere small square baler. This unit is scheduled for replacement after six years. Trade allowance for the baler alone is 52% of original purchase. This commercial haying equipment receives several times the annual hours of use as typical family farm equipment. Conversion of small square bale production to large round bales enables trade-in or disposal of all small square bale handling equipment. We believe that the trade-in option is more advantageous for the City in this case than public auction.

Funds are available for this purchase in Fleet Replacement Special Project 02083 – Tractor/Mowers.

This purchase from Williams Tractor was approved by the Equipment Committee at the meeting of May 29, 2007.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #07-45 TO WILLIAMS TRACTOR FOR THE PURCHASE OF ONE (1) LARGE ROUND BALER IN THE AMOUNT OF \$21,998.00 FOR USE BY THE WATER & SEWER DIVISION AT THE OMI HAY FARM.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #07-45 to Williams Tractor for the purchase of One (1) Large Round Baler in the amount of \$21,998.00 for use by the Water & Sewer Division at the OMI Hay Farm.

PASSED and APPROVED this 19th day of June, 2007.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



FLEET OPERATIONS

1525 S. Happy Hollow Road
Fayetteville, AR 72701

A. 7
7-45 Williams Tractor
Page 4 of 6

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Bobby Ferrell, Chairman Adella Gray
Kyle Cook Lioneld Jordan

FROM: David Bragg, Fleet Operations Supt *20RB*

DATE: May 22, 2007

SUBJECT: Award of Bid 07-45

Bid #07-45 was opened on May 15, 2007 for one large round hay baler for assignment to the Water and Sewer Division - OMI Hay Farm. Two bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor of Fayetteville machine meets all specifications.

I recommend acceptance of the bid from Williams Tractor in the amount of \$2,248.00 with optional trade-ins.

This unit is a replacement for unit #9004, a 1999 John Deere small square baler. This unit is scheduled for replacement after six years. Trade allowance for the baler alone is 52% of original purchase. This commercial haying equipment receives several times the annual hours of use as typical family farm equipment. Conversion of small square bale production to large round bales enables trade-in or disposal of all small square bale handling equipment. We believe that the trade-in option is more advantageous for the City in this case than public auction.

Funds are available for this purchase in Fleet Replacement Special Project 02083 – Tractor/Mowers.

Cc:
Gary Dumas

APPROVED
5/29/07
20RB

4-0

BID: 07-45
5/15/2007
2:00 PM

CITY OF FAYETTEVILLE



Bid 07-45, Large Round Hay Baler

BIDDER	Manufacturer	Model	Total Bid Price
1 Countryside Farm & Lawn Equipment	John Deere	458	\$21,109.00
Optional Trade-In A			\$5,600.00
Optional Trade-In B			\$5,100.00
Optional Trade-In C			\$2,100.00
Optional Trade-In D			\$1,000.00
Optional Trade-In E			\$500.00
			<u>\$6,809.00</u>
2 Williams Tractor, Inc.	New Holland	BR740A	\$21,998.00
Optional Trade-In A # 9004			\$7,500.00
Optional Trade-In B			\$6,500.00
Optional Trade-In C			\$1,750.00
Optional Trade-In D			\$3,000.00
Optional Trade-In E			\$1,000.00
			<u>\$2,248.00</u>

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

CERTIFIED: P. Vice A. Green 5/16/07
P. VICE PURCH MGR WITNESS DATE

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Jun-07
City Council Meeting Date

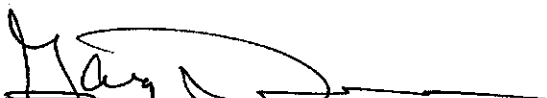
David Bragg Submitted By Fleet Operations Division Operations Department

Action Required:

Rescind resolution #63-07 awarding purchase of an Escape Hybrid to Landers Ford of Little Rock; and a resolution awarding bid #07-48 to Prestige Ford of Garland, Texas in the amount of \$24,199 for the purchase of a Ford Escape Hybrid for use by Police Division for Park patrol.

\$24,199.00 Cost of this request	\$ 224,000.00 Category/Project Budget	Police/Passenger Vehicles Program Category / Project Name
9700.1920.5802.00 Account Number	\$ 146,024.00 Funds Used to Date	Vehicles and Equipment Program / Project Category Name
02081.1 Project Number	\$ 77,976.00 Remaining Balance	Shop Fund Fund Name

Budgeted Item ☒ Budget Adjustment Attached ☐

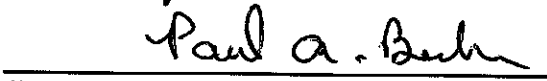

Department Director 6-1-07
Date

Previous Ordinance or Resolution # 63-07

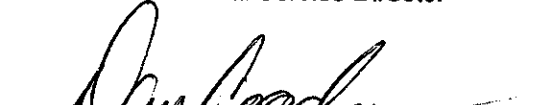
Original Contract Date: _____

Original Contract Number: _____


City Attorney 6/5/07
Date


Finance and Internal Service Director 6-5-07
Date

Received in City Clerk's Office
ENTERED 6/4/07


Mayor 6/5/07
Date

Received in Mayor's Office
ENTERED 6/5/07

Comments:



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

A. 8
Bid # 07-48 Prestige Ford
Page 2 of 6

Interdepartmental Correspondence

To: Mayor/City Council
Thru: Gary Dumas, Director of Operations
From: David Bragg, Fleet Operations Superintendent *DBB*
Date: May 29, 2007
Subject: Purchase of one Ford Escape Hybrid

RECOMMENDATION: That City Council rescind resolution #63-07 to purchase a Ford Escape Hybrid off the state contract from Landers Ford of Little Rock, and approve the purchase of one Ford Escape Hybrid from Prestige Ford of Garland, Texas for use by Police Division for Park patrol.

BACKGROUND: At the Council meeting of April 17, the purchase of one Ford Escape hybrid SUV from the State vehicle purchase contract was approved for the Police Department Parks Patrol. Prior to placing the order for this vehicle, Fleet staff determined that substantial tax credits available to the selling dealer for hybrid vehicle sales to tax exempt entities were not factored into the State purchase contract price and no discount would be allowed to Fayetteville for this purchase. After visiting with other Ford dealers, the decision was made to bid this purchase in an effort to take advantage of the tax credit.

Bid #07-48 was opened on May 25, 2007 for one compact hybrid sport utility vehicle. Three bid responses were received. A detailed tabulation sheet is attached. The lowest bid from Prestige Ford of Garland, Texas meets all specifications.

I recommend purchase of the bid from Prestige Ford in the amount of \$24,199.

Funds are budgeted and available in the 2007 CIP budget, Project 02081, Police/Passenger Vehicles.

Purchase of the Ford Escape hybrid from Prestige Ford was approved by the Equipment Committee at the meeting of May 29, 2007.

RESOLUTION NO. _____

A RESOLUTION RESCINDING RESOLUTION No. 63-07;
AWARDING BID #07-48 AND APPROVING THE PURCHASE OF
ONE (1) FORD ESCAPE HYBRID FROM PRESTIGE FORD OF
GARLAND, TEXAS IN THE AMOUNT OF \$24,199.00 FOR USE BY
THE POLICE DIVISION, PARKS PATROL.

**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 rescinds Resolution No. 63-07.

Section 2. That the City Council of the City of Fayetteville, Arkansas
hereby awards Bid #07-48 and approves the purchase of one (1) Ford Escape
Hybrid from Prestige Ford of Garland, Texas in the amount of \$24,199.00 for use
by the Police Division Parks Patrol.

PASSED and APPROVED this 19th day of June, 2007.

APPROVED:

ATTEST:

By _____

JOHN COODY, Mayor

By: _____

SONDRA E. SMITH, City Clerk/Treasurer



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

A. 8
07-48 Prestige Ford
Page 4 of 6

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Kyle Cook Bobby Ferrell
Adella Gray Lioneld Jordan

FROM: David Bragg, Fleet Operations Supt *2RB*

DATE: May 29, 2007

SUBJECT: Award of Bid 07-07

Bid #07-48 was opened on May 25, 2007 for one compact hybrid sport utility vehicle for assignment to the Police Parks Patrol. Three bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Prestige Ford of Garland, Texas for a Ford Escape Hybrid meets all specifications.

I recommend acceptance of the bid from Prestige Ford in the amount of \$24,199.00.

This vehicle was previously approved for purchase from the state vehicle purchase contract for \$26,066.00, however, it was determined that hybrid vehicle tax incentives were not included in that contract and the decision was made to solicit bids.

Funds are budgeted and available in the 2007 CIP budget, Project 02081, Police/Passenger Vehicles

Cc:
Gary Dumas

APPROVED 4-0
5/29/07
2RB

BID: 07-48
5/25/2007
2:00 PM

CITY OF FAYETTEVILLE



Bid 07-48, Hybrid Sport Utility Vehicle

BIDDER	Manufacturer	Model	Total Bid Price
1 Landers McLarty Ford Jeep Vehicle Transfer	Ford	Escape Hybrid	\$26,056.00 \$1,000.00 \$25,056.00
2 Lewis Ford Sales, Inc. Vehicle Transfer	Ford	2008 Escape Hybrid 4x4 N/A	\$24,496.00 \$24,496.00
3 Prestige Ford Vehicle Transfer	Ford	Escape Hybrid 4x4	\$24,199.00 \$0.00 \$24,199.00

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

CERTIFIED:

P. Vice
P. VICE PURCH MGR

J. Frew
WITNESS

DATE

5/29/07

City Of Fayetteville (Not a Purchase Order)										Requisition No.	Date: 5/30/2007
Vendor #										P.O. Number	Expected Delivery Date:
Address:										Mail Yes: No: XX	
City:										Taxable Yes: XX No:	
Requester: Barbara Olsen										Division Head Approval:	Quotes Attached Yes: No:
State:										Extension: 485	
Fob Point:										Project/Subproject #	Inventory #
Zip Code										Ship to code: 050	Fixed Asset #
Requester's Employee # 1940										Account Numbers	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	9700.1920.5802.00	02081.1			
1	2007 FORD ESCAPE HYBRID, PER	1	EA	\$24,199.00	\$24,199.00						
2	BID #07-48, TO BE UNIT #1175		EA		\$0.00						
3	FIXED ASSET #701175		EA		\$0.00						
4			EA		\$0.00						
5			EA		\$0.00						
6			EA		\$0.00						
7			EA		\$0.00						
8			EA		\$0.00						
9			EA		\$0.00						
10			EA		\$0.00						
	Shipping/Handling		Lot		\$0.00						
Special Instructions:										Subtotal: 24,199.00	
										Tax: EXEMPT	
Approvals:										Total: 24,199.00	
Mayor: _____										Purchasing Manager: _____	
Finance & Internal Services Director: _____										IT Manager: _____	
Dispatch Manager: _____										Utilities Manager: _____	

City Council Agenda Items
and
Contracts, Leases or Agreements

6/5/2007

City Council Meeting Date
Agenda Items OnlyMissy Leflar
Submitted ByHuman Resources
DivisionOperations
Department

Action Required:

Staff requests approval of an addendum to the City's present contract with Reliance Standard Life Insurance company for Life and LTD Disability Insurance.

N/A

Cost of this request

\$ 176,676.00

Category / Project Budget

Personnel Services

Program Category / Project Name

Various

Account Number

\$ 70,876.00

Funds Used to Date

Various

Program / Project Category Name

\$ 105,800.00

Remaining Balance

Various

Fund Name

Project Number

Budgeted Item ☒Budget Adjustment Attached ☐
Department Director5-17-07
Date

Previous Ordinance or Resolution #


City Attorney5/22/07
Date
REVIEWED.
JW

Original Contract Date:

Original Contract Number:

Paul A. Becker
Finance and Internal Service Director5-22-07
DateReceived in City
Clerk's Office

ENTERED

5/18/07


Mayor5/22/07
DateReceived in
Mayor's OfficeENTERED
5/22/07
PH

Comments:

CITY COUNCIL AGENDA MEMO: June 5, 2007 Meeting

TO: Mayor Dan Coody and the City Council
THRU: Gary Dumas, Operations Director
FROM: Missy Leflar, Human Resources Division Manager
DATE: May 17, 2007
SUBJECT: Renewal of City's Life and Long Term Disability Insurance

Recommendation

Staff recommends approval of an addendum to the City's present contract with Reliance Standard Life Insurance Company. The addendum would extend the present one year contract, set to expire in November, to include a mutual option to renew each of the following two Novembers. A copy of the addendum and accompanying contract is attached.

Background

Last fall the City changed its Life as well as Long Term Disability insurance coverage for employees from USABLE over to Reliance Standard Life Insurance Company. The present contract expires November 1, 2007, subject to a month to month renewal. There is money in the 2007 budget to renew in November, and by prior agreement Reliance guarantees the same premium rates if the City renews in November, 2007.

Discussion

A change from carrier to carrier creates potential policy coverage issues and employee and staff sign-up and conversion issues. Coverage changes can thus be advisable when advantageous from the standpoint of cost or service issues, but generally not otherwise. This particular changeover was done to resolve a cost issue; However, it created a coverage issue that became apparent this winter when an employee was out on health related leave during the change over and then passed away. Due to the unfortunate timing of the unforeseen illness, the employee was neither covered by the new life insurance policy nor the old one.

Reliance has agreed to pay the employee's widow as if the employee had been covered, provided the City agrees to a two year mutual option to renew (November 1, 2007 and November 1, 2008) subject to the following conditions: 1) That Reliance continue its present good level of customer service to the City; 2) That Reliance guarantee the same premiums at the first renewal and "fair and reasonable" premiums based on industry actuarial and experience standards at the second renewal; 3) That the City's budget allows for the expense; and 4) That in the event the City does not exercise both renewals it pay Reliance back the amount Reliance paid the deceased employee's widow (approximately \$70,000).

Budget Impact

The Reliance renewal for 2007 is already in this year's budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ADDENDUM TO THE
CONTRACT WITH RELIANCE STANDARD FOR EMPLOYEE
LIFE AND LONG TERM DISABILITY INSURANCE COVERAGE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby approves an addendum to the contract with Reliance Standard for
employee Life and Long Term Disability insurance coverage. A copy of the
Addendum, marked Exhibit A is attached hereto and made a part hereof.

PASSED AND APPROVED this 5th day of June, 2007.

APPROVED:

ATTEST:

By: _____
COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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

1-May-07

City Council Meeting Date

Connie Edmonston *CE*
Submitted By

Parks & Recreation
Division

Operations
Department

Action Required:

Resolution to authorize the Mayor to process a Conditional Use Application for a cell tower in Walker Park.

n/a

Cost of this request

Category/Project Budget

Gulley Park Improvements

Program Category / Project Name

Gulley Park Improvements

Account Number

Funds Used to Date

Program / Project Category Name

Parks Development

Project Number

Remaining Balance

Sales Tax

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

[Signature]
Department Director

4-18-07
Date

Previous Ordinance or Resolution #

Original Contract Date:

[Signature]
City Attorney

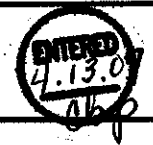
4-18-07

Original Contract Number:

Paul A. Beck
Finance and Internal Service Director

4-18-07
Date

Received in City Clerk's Office



[Signature]
Mayor

4/18/07
Date

Received in Mayor's Office

Comments:

Tabbed to 6/19/07 City Council Mtg 6/5/07
Tabbed to 6/5/07 City Council Mtg 5/1/07

CITY COUNCIL AGENDA MEMO

To: Mayor Dan Coody and City Council
Thru: Gary Dumas, Operations Director
From: Connie Edmonston, Parks and Recreation Director
Date: April 12, 2007
Subject: **Resolution to authorize the Mayor to process a Conditional Use application for a cell tower in Walker Park**

BACKGROUND

Smith Communications has submitted a request to place a 150 foot cell tower within the confines of Walker Park. This tower would be configured as a Monopine camo-mount to blend into the forest canopy and imitate the appearance of a pine tree. This request would be similar to the cell tower lease and contract that was approved at the new Fire Station in Routh Park.

Representatives of Smith Communications toured the Walker Park area with Park Staff and found the best location would be adjacent to the parking lot located north of 13th Street and Block. The tower would require a 30 foot road and utility easement from the northeast corner of the parking lot leading to a 3,600 square foot area in which the tower would be located. The area would be screened with a wood fence and landscaping. Many areas within Walker Park were not considered because they were not accessible to tower service vehicles, in too close proximity to active recreation areas, or were within the floodway.

There are two areas of Walker Park that are included in an Arkansas Parks and Tourism Outdoor Recreation Grant provision that secures in perpetuity the use of these areas for outdoor recreational use only. Several grant projects were awarded in these areas to build the skate park in the northwest section and the playground, restroom and racquetball court on the southern portion. The location of a cell tower would be prohibited in these areas. These areas are noted as A and B on the attached map. The western two thirds of the Block Street parking lot is not owned by the City.

The request for a 30 year lease with Smith Communications for a cell tower in Walker Park was presented to the Parks and Recreation Advisory Board (PRAB) on March 5, 2007. PRAB toured the site with David Reynolds from Smith Communications and unanimously voted to table the vote to a Special Board meeting on March 15, 2007.

On March 15th PRAB voted (5-3) against the proposed placement of the cell tower in Walker Park. Discussion included statements related to the incompatibility of a cell tower with the relative natural forested setting of Walker Park. Other members were concerned about potentially establishing a precedent for placing towers in parks and the long length of the lease that could conflict with the future use of the park. There was some discussion about distorting or obscuring the view from the downtown area to Walker Park. PRAB members voting for the cell tower stated that if the tower was going

Agenda Item Number

to be placed in that area and be visible from the park, they would like the Parks to receive the revenue instead of another entity. (See attached PRAB March 5 and 15, 2007 minutes.)

DISCUSSION

Unified Development Code Title XV, section 163.14 Wireless Communications Facilities (F), states the City "...should actively market its own property and existing structures as suitable co-location sites." Even though the Parks and Recreation Advisory Board voted against the tower to be located in Walker Park, Smith Communications is asking the City Council if a portion of Walker Park could be leased for the tower. (See attached letter.)

This submission is not a request for the approval of the cell tower, but a to allow a petition to the Planning Commission to determine land use compatibility in Walker Park for the tower. If approved by the City Council, a lease agreement will be forwarded for consideration. In order for Smith Communication to complete the Planning Commission Conditional Use Application, they must have the approval of the City to lease the land. In this instance in which PRAB recommended denial of the use of Walker Park for the cell tower placement, it is essential to determine the intent of City Council before Smith Communications proceeds with the Conditional Use Application. Smith Communications must know if the City would lease the land before they continue to the Planning Commission for final determination.

BUDGET IMPACT

The contract between the City and Smith Communications would be very similar to the contract for the Fire Station at Routh Park. This would be a 30 year lease allowing up to five carriers on the tower. The City could receive monthly revenues of \$3,500 to \$4,500 depending on the number of carriers and the contract negotiated by our City Attorney. Smith Communications has also agreed to donate \$20,000 to the Walker Park Mural project to help with it's completion to include three kiosk signs, audio recordings related to the depictions on the mural and a sidewalk around the perimeter for ADA accessibility.

Attachments:

Smith Communication Proposal

Smith Communication Letter

Walker Park Map

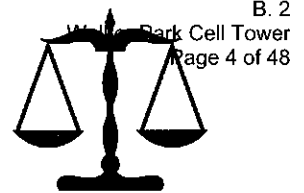
PRAB Meeting Minutes of March 5 and 15, 2007

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

TO: **Dan Coody, Mayor**
City Council
Connie Edmonston, Parks & Recreation Division Head

FROM: **Kit Williams, City Attorney**

A handwritten signature in black ink, appearing to read "Kit Williams", with a long horizontal flourish extending to the right.

DATE: **April 18, 2007**

RE: **Monopole cell tower proposed for Walker Park**

I have drafted a very similar potential contract to lease land in Walker Park to a cell tower company as was done next to the Fire Station at Hwy. 265 and Old Wire Road. This cell tower would generate:

- (a) \$20,000.00 contribution to the Walker Park Mural Project;
- (b) Free City use of the tower for at least two needed antennas;
- (c) \$12,000.00 to \$54,000.00 annual rent (depending on how many cell phone tenants locate on the tower). The rent is linked to the CPI and will increase with inflation.

The City Council's policy outlined in its cell tower ordinance is to locate cell towers on city land where feasible. However, if the City Council does not wish to locate this in a partially obscured location off a parking lot in Walker Park, the cell tower company will likely locate it right across 15th Street which will be plainly visible from Walker Park, but not physically inside our park's borders.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A TWENTY-FIVE YEAR LEASE WITH CALLAHAN TOWER JOINT VENTURE FOR A SMALL LOT IN WALKER PARK FOR A MONOPINE CELL TOWER AT AN ANNUAL RENT OF BETWEEN \$12,000.00 AND \$54,000.00, PLUS A \$20,000.00 CONTRIBUTION TO THE WALKER PARK MURAL PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Land Lease Agreement with Callahan Tower Joint Venture to lease a small lot in Walker Park for a monopine cell tower at an annual rent of between \$12,000.00 and \$54,000.00 (depending on the number of cell phone tenants subleased on the tower), plus the City's free use of the cell tower to place at least two city antennas for use of the Water and Sewer Department and/or other City Departments, and the contribution of \$20,000.00 by Callahan Tower Joint Venture for the City's Walker Park Mural Project.

PASSED and APPROVED this 1st day of May, 2007.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

LAND LEASE AGREEMENT

This Agreement, made this _____ day of May, 2007, between the CITY OF FAYETTEVILLE, ARKANSAS, 113 W. Mountain Street, Fayetteville, AR 72701, hereinafter designated FAYETTEVILLE, and CALLAHAN TOWER JOINT VENTURE, with its principal office located at Callahan Tower, 520 N. College Avenue, Fayetteville, AR 72701, hereinafter designated as CALLAHAN. FAYETTEVILLE and CALLAHAN are at times collectively referred to hereinafter as the "Parties".

1. PREMISES. FAYETTEVILLE hereby leases to CALLAHAN a portion of that certain parcel of property referred to hereinafter as the Walker Park site, located in Washington County, Arkansas, and described in Exhibit "A" attached hereto (the "Land Space"), together with the non-exclusive but constant (24 hours per day, 7 days a week) access and utility easement over, under, or along the existing driveway, said Land Space and easement (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. CALLAHAN agrees not to block the driveway at any time and to coordinate and cooperate with the CITY OF FAYETTEVILLE and its Parks Department in their use and access to their facilities.

2. SURVEY. FAYETTEVILLE also hereby grants to CALLAHAN the right to survey the Walker Park site and the Premises, and said survey after review and acceptance by FAYETTEVILLE shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by CALLAHAN.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, and the initial term of five (5) years shall commence on the first day of the month following the Planning Commission's approval of the conditional use permit for a cell tower at this site, at which time rental payments shall commence and be due at a total monthly rental of **One Thousand Dollars (\$1,000.00)** to be paid on the first day of the month, in advance, to FAYETTEVILLE.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless CALLAHAN terminates it at the end of the then current term by giving FAYETTEVILLE written notice of its intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The monthly rental for the first five year extension term shall be increased by an amount equal to the total CPI increase during the five year period of the lease; the monthly rental for the second five year extension term shall be further increased by an amount equal to the total CPI increase during the second five year period of the lease; the monthly rental for the third five year extension term shall be further increased by an amount equal to the total CPI increase during the third five year period of the lease; and the monthly rental for the fourth five year extension term shall be further increased by an amount equal to the total CPI increase during the fourth five year period of the lease.

6. USE: GOVERNMENTAL APPROVALS. CALLAHAN shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of CALLAHAN (not including the access easement). All improvements, equipment and conduits shall be at CALLAHAN's expense and the installation of all improvements shall be at the discretion and option of CALLAHAN. CALLAHAN shall have the right to replace, repair, add or otherwise modify its equipment and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that CALLAHAN's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit CALLAHAN use of the Premises as set forth above. FAYETTEVILLE shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by CALLAHAN. In the event that any of such applications for such Governmental Approvals should be finally rejected; any Governmental Approval issued to CALLAHAN is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority CALLAHAN shall have the right to terminate this Agreement. Notice of CALLAHAN's exercise of its right to terminate shall be given to FAYETTEVILLE in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by CALLAHAN, or upon such later date as designated by CALLAHAN. All rentals paid to said termination date shall be retained by FAYETTEVILLE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, CALLAHAN shall have no further obligations for the payment of rent to FAYETTEVILLE. If this site becomes technologically unsuitable for CALLAHAN's purposes, CALLAHAN may terminate this lease upon ninety days notice.

7. INSURANCE. CALLAHAN agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

8. LIMITATION OF LIABILITY. In no event will either FAYETTEVILLE or CALLAHAN be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or loss or interruption of use of service, under any theory of tort, strict liability or negligence.

9. INTERFERENCE. CALLAHAN agrees to install equipment of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to any equipment of FAYETTEVILLE or its lessees of the Property. In the event any after-installed CALLAHAN's equipment causes such interference, and after FAYETTEVILLE has notified CALLAHAN in writing of such interference, CALLAHAN will take all commercially reasonable steps necessary to correct

and eliminate the interference, including but not limited to, at CALLAHAN's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will FAYETTEVILLE be entitled to terminate this Agreement or relocate the equipment as long as CALLAHAN is making a good faith effort to remedy the interference issue. CALLAHAN agrees to indemnify and hold Fayetteville harmless from any claim by other tenants that CALLAHAN's equipment has damaged or interfered with their equipment or service to their customers. FAYETTEVILLE agrees that it or other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to the then existing equipment of CALLAHAN.

10. REMOVAL AT END OF TERM. CALLAHAN shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. FAYETTEVILLE agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of CALLAHAN shall remain the personal property of CALLAHAN and CALLAHAN shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes CALLAHAN to remain on the Premises after termination of this Agreement, CALLAHAN shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

11. QUIET ENJOYMENT. FAYETTEVILLE covenants that CALLAHAN, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. FAYETTEVILLE agrees that this lease shall survive and remain in force if FAYETTEVILLE sells or transfers any part of the Land Space.

12. TITLE. FAYETTEVILLE represents and warrants to CALLAHAN as of the execution date of this Agreement, and covenants during the Term that FAYETTEVILLE is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement and that there are no covenants, easement or restrictions which prevent or adversely affect the use of occupancy of the Premises by CALLAHAN as set forth above.

13. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between FAYETTEVILLE and CALLAHAN and that no verbal or oral agreements, promises or understandings shall be binding upon either FAYETTEVILLE or CALLAHAN. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to

enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

14. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of Arkansas and venue shall be in Washington County.

15. ASSIGNMENT. This Agreement may be sold, assigned or transferred by CALLAHAN without any approval or consent of FAYETTEVILLE to CALLAHAN's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of CALLAHAN's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of FAYETTEVILLE, which such consent will not be unreasonably withheld or delayed. No change of stock ownership or control of CALLAHAN shall constitute an assignment hereunder. CALLAHAN may sublease any portion of the Property at its sole discretion upon notice to FAYETTEVILLE. Any sublease that is entered into by CALLAHAN shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which CALLAHAN allows a third party use of the Property for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of CALLAHAN set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

(a) In the event CALLAHAN subleases any portion of the Property, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between FAYETTEVILLE and CALLAHAN in the following manner: (i) The first cell phone carrier's antenna array is paid for by the monthly rent charged to CALLAHAN pursuant to this Land Lease Agreement; (ii) The gross rental paid by (and the gross value of any other type of consideration received from) the business using the second set of cell phone antennas shall be divided with 75% of the gross going to CALLAHAN and 25% to FAYETTEVILLE; (iii) The gross rental paid by (and the gross value of any other type of consideration received from) the business using the third and any subsequent set of cell phone antennas shall be divided with 50% of the gross going to CALLAHAN and 50% to FAYETTEVILLE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to CALLAHAN. CALLAHAN shall be responsible to Fayetteville for the collection or payment of rents by the Sublessee and their remittance to FAYETTEVILLE. However, CALLAHAN shall have no liability to FAYETTEVILLE in the event of failure of payment by Sublessee. In this event, CALLAHAN shall have no liability of any nature to FAYETTEVILLE for failure to sublet all or any part of the premises to any or all potential Sublessee(s); CALLAHAN will provide FAYETTEVILLE with all agreements that have been executed by CALLAHAN and its Sublessee.

(b) Notwithstanding any other provision of this Agreement, CALLAHAN shall not be required to obtain approval from FAYETTEVILLE for the subletting of the Property or

part thereof. CALLAHAN shall have the sole right to determine whether it will Sublet any portion of the Property or whether it will sublease to any specific Sublessee.

16. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

FAYETTEVILLE: CITY OF FAYETTEVILLE
Office of the Mayor
113 W. Mountain Street
Fayetteville, AR 72701

CALLAHAN: CALLAHAN TOWER JOINT VENTURE
ATTN: Jason Steele
520 N. College Avenue
Fayetteville, AR 72701

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

17. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

18. DEFAULT.

(a) In the event there is a breach by CALLAHAN with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, FAYETTEVILLE shall give CALLAHAN written notice of such breach. After receipt of such written notice, CALLAHAN shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided CALLAHAN shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and CALLAHAN commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. FAYETTEVILLE may not maintain any action or effect any remedies for default against CALLAHAN unless and until CALLAHAN has failed to cure the breach within the time periods provided in this Paragraph. However, repetitive breaches relating to blocking or interfering with the access easement or the rights of other tenants to successfully operate their equipment without electronic or other interference shall give FAYETTEVILLE the right to terminate this contract even if such breaches are temporary and cured within thirty days.

(b) In the event there is a breach by FAYETTEVILLE with respect to any of the provisions of this Agreement or its obligations under it, CALLAHAN shall give FAYETTEVILLE written notice of such breach. After receipt of such written notice,

FAYETTEVILLE shall have thirty (30) days in which to cure any such breach, provided FAYETTEVILLE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and FAYETTEVILLE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. CALLAHAN may not maintain any action or effect any remedies for default against FAYETTEVILLE unless and until FAYETTEVILLE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if FAYETTEVILLE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by FAYETTEVILLE if the failure to perform such an obligation interferes with CALLAHAN's ability to conduct its business on the Property; provided, however, that if the nature of FAYETTEVILLE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

19. REMEDIES. Upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefor. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting may have by reason of such default, the non-defaulting party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state in which the Premises are located; provided, however, FAYETTEVILLE and CALLAHAN shall use reasonable efforts to mitigate any damages in connection with a default by FAYETTEVILLE or CALLAHAN. If CALLAHAN so performs any of FAYETTEVILLE's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by CALLAHAN shall immediately be owing by FAYETTEVILLE to CALLAHAN, and FAYETTEVILLE shall pay to CALLAHAN upon demand the full undisputed amount thereof with interest thereon from the date of payment at the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if FAYETTEVILLE does not pay CALLAHAN the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from CALLAHAN, CALLAHAN may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to FAYETTEVILLE until the full undisputed amount, including all accrued interest, is fully reimbursed to CALLAHAN.

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following the event, CALLAHAN may terminate this by sending written notice to FAYETTEVILLE. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such

fire or other casualty in proportion to the degree to which CALLAHAN'S use of the Premises is impaired.

21. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, CALLAHAN, in CALLAHAN's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt CALLAHAN's operations at the Premises for more than forty-five (45) days, CALLAHAN may, at CALLAHAN's option, to be exercised in writing within fifteen (15) days after FAYETTEVILLE shall have given CALLAHAN written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. CALLAHAN may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. CALLAHAN does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, CALLAHAN shall promptly repair any damage to the Premises caused by such condemning authority.

22. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

23. APPLICABLE LAWS. CALLAHAN shall, in respect to the condition of the Premises and at CALLAHAN's sole cost and expense, comply with (a) all Laws relating solely to CALLAHAN'S specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by CALLAHAN in the Premises.

24. SURVIVAL. Any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

25. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

26. CITY OF FAYETTEVILLE'S RIGHT TO USE TOWER. As an express condition for this lease and for the reduced rental payments demanded from CALLAHAN, CALLAHAN agrees to provide FAYETTEVILLE adequate access to and use of the tower and Leased Property to install antennas at sufficient height and location to fulfill the needs of FAYETTEVILLE and its operating departments. FAYETTEVILLE agrees to cooperate with CALLAHAN in the placement of its antennas to attempt to avoid interfering with CALLAHAN's or sublessees' use of the tower for cell phone purposes.

27. WALKER PARK MURAL DONATION. Callahan Joint Ventures agrees to contribute \$20,000.00 to the Walker Park Mural project upon approval of this contract by the City Council and approval of its conditional use permit request for the proposed cell tower by the Planning Commission.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**CALLAHAN TOWER
JOINT VENTURE**

CITY OF FAYETTEVILLE

By: _____
JASON STEELE
President

By: _____
DAN COODY
Mayor

By: _____
MICHAEL SMITH, CEO

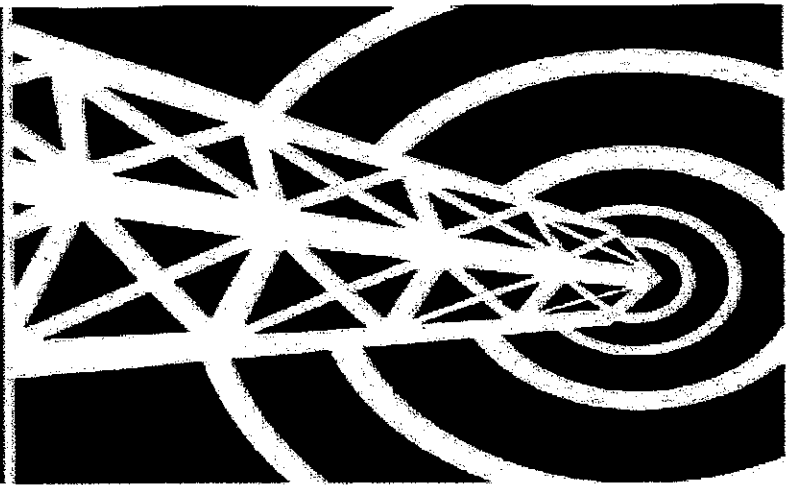
Attest: _____

Attest: _____
Sondra E. Smith, City Clerk/Treasurer

Walker Park Imagery

B. 2
Walker Park Cell Tower
Page 14 of 48

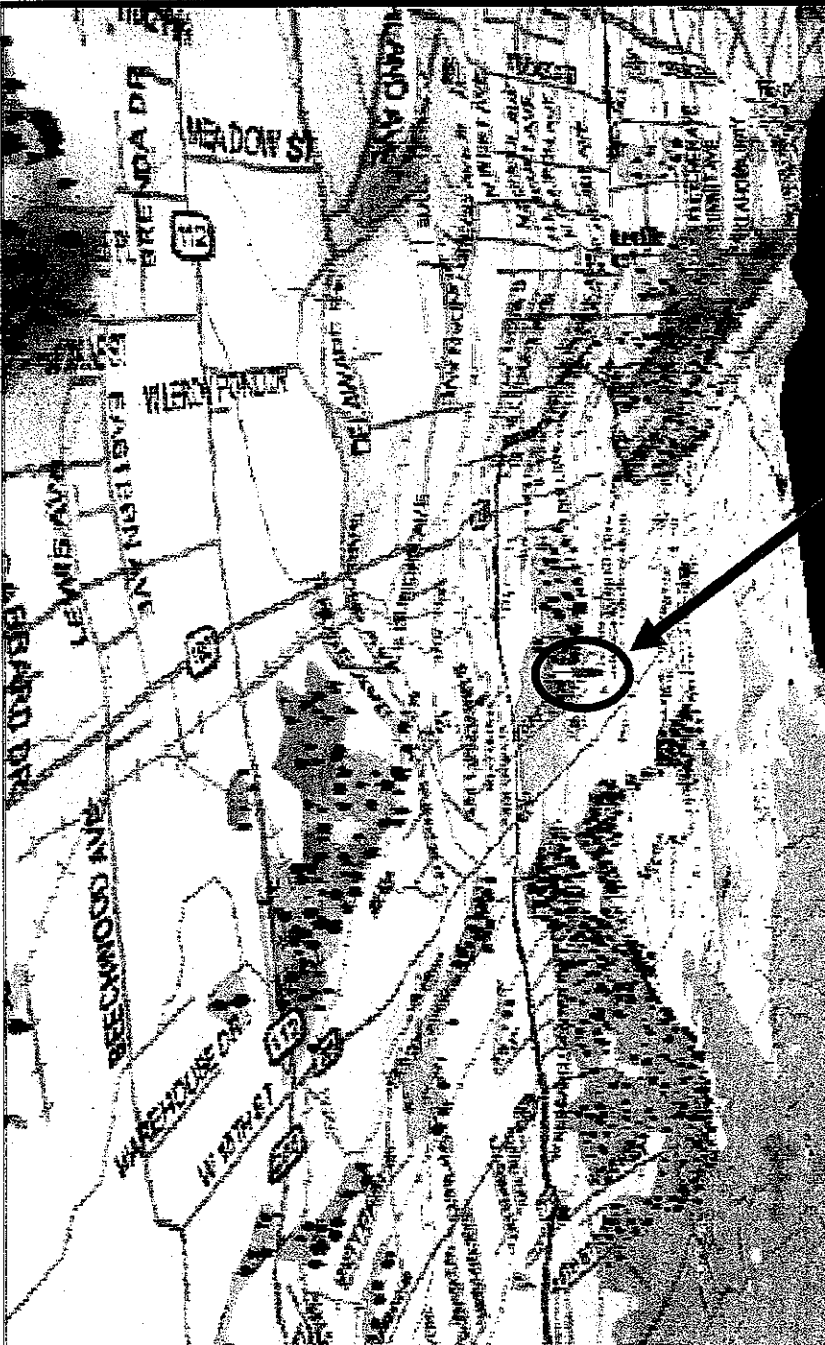




SMITH Two-Way RADIO

Smith Two Way Radio
Proposal for NEW Wireless Communications Facility @
WALKER PARK

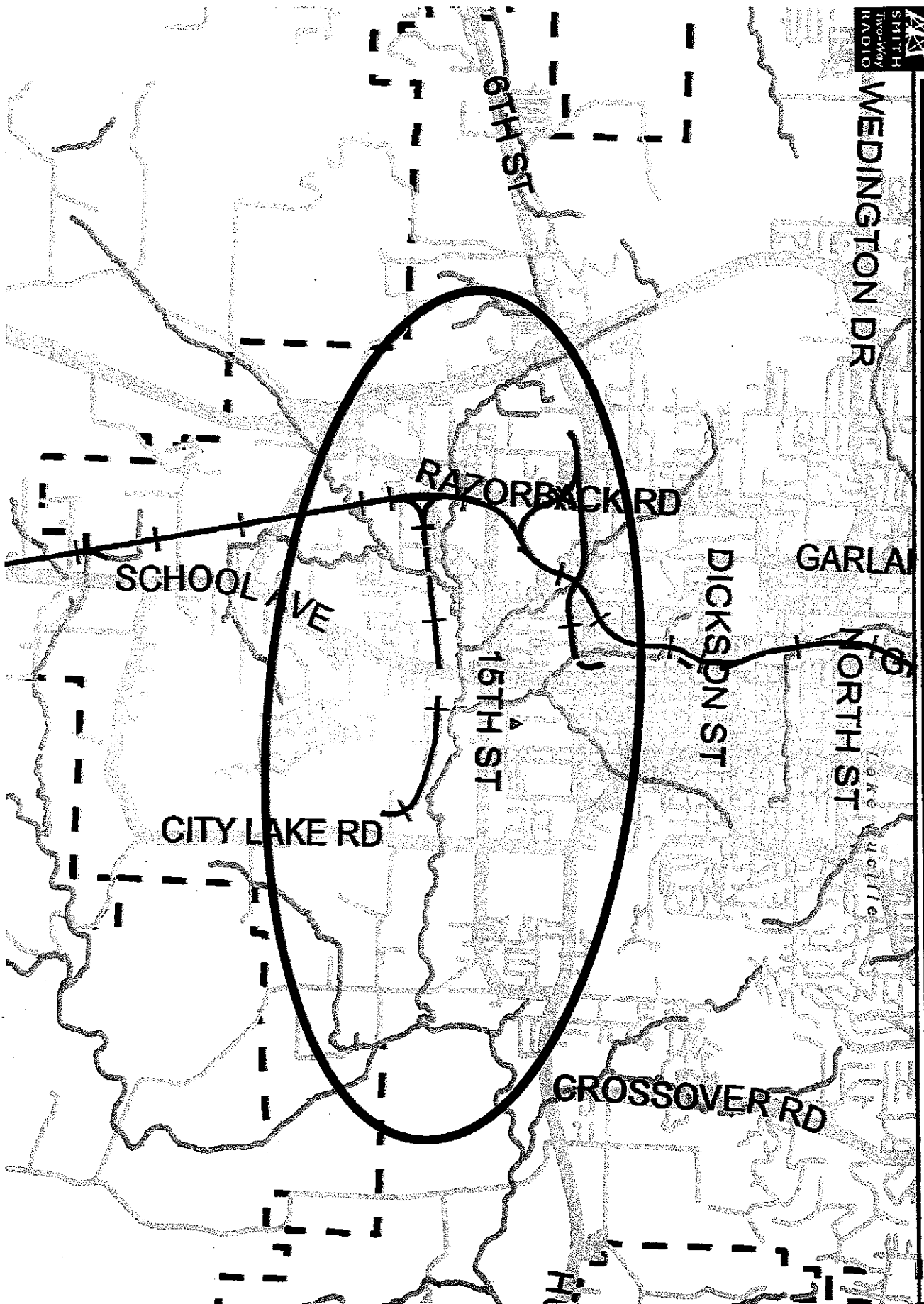
NEW 150ft.
MONOPINE





Smith Two Way Radio

Geographic Area the Project Will Serve

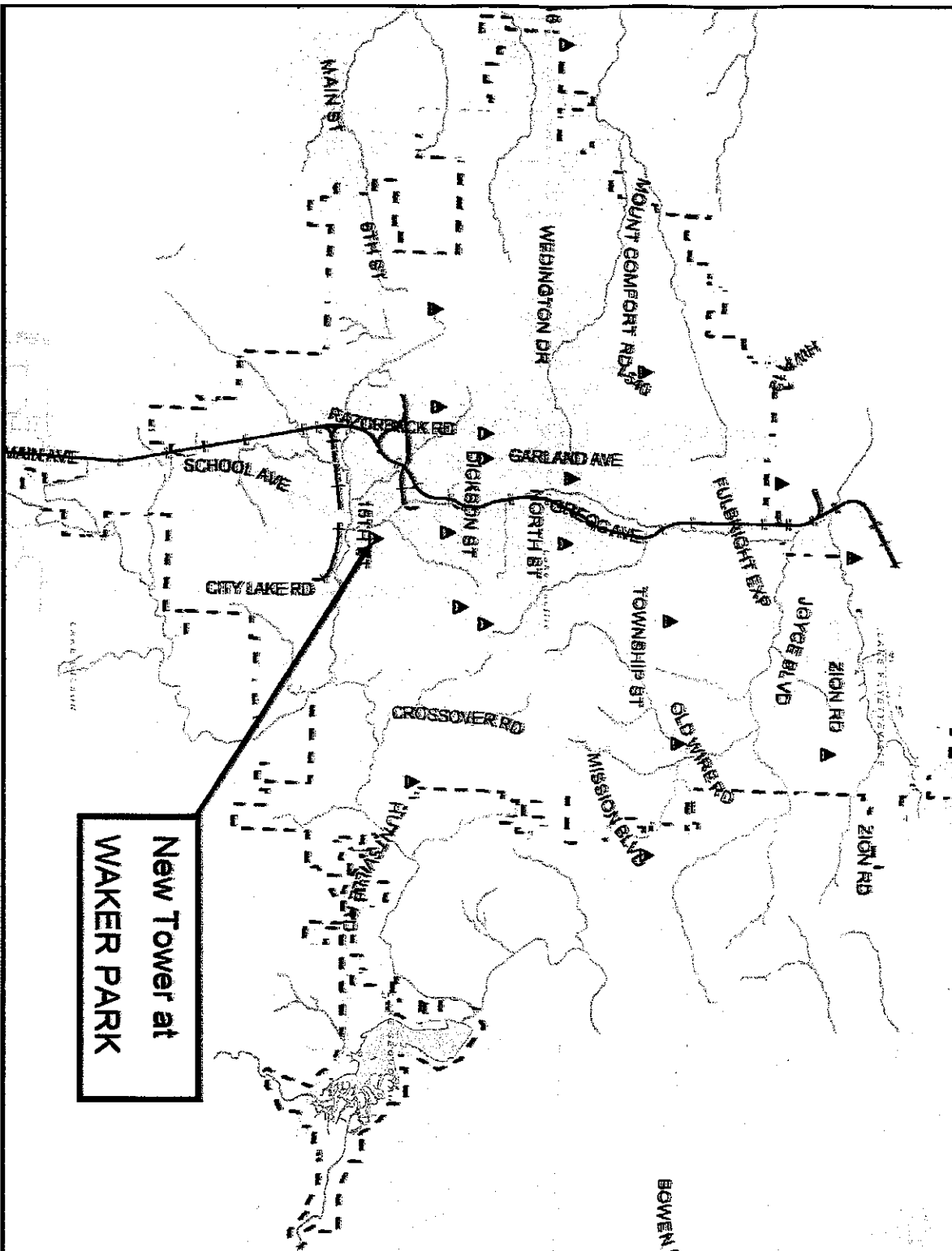




Smith Two Way Radio

Existing and Planned Facilities

P.8

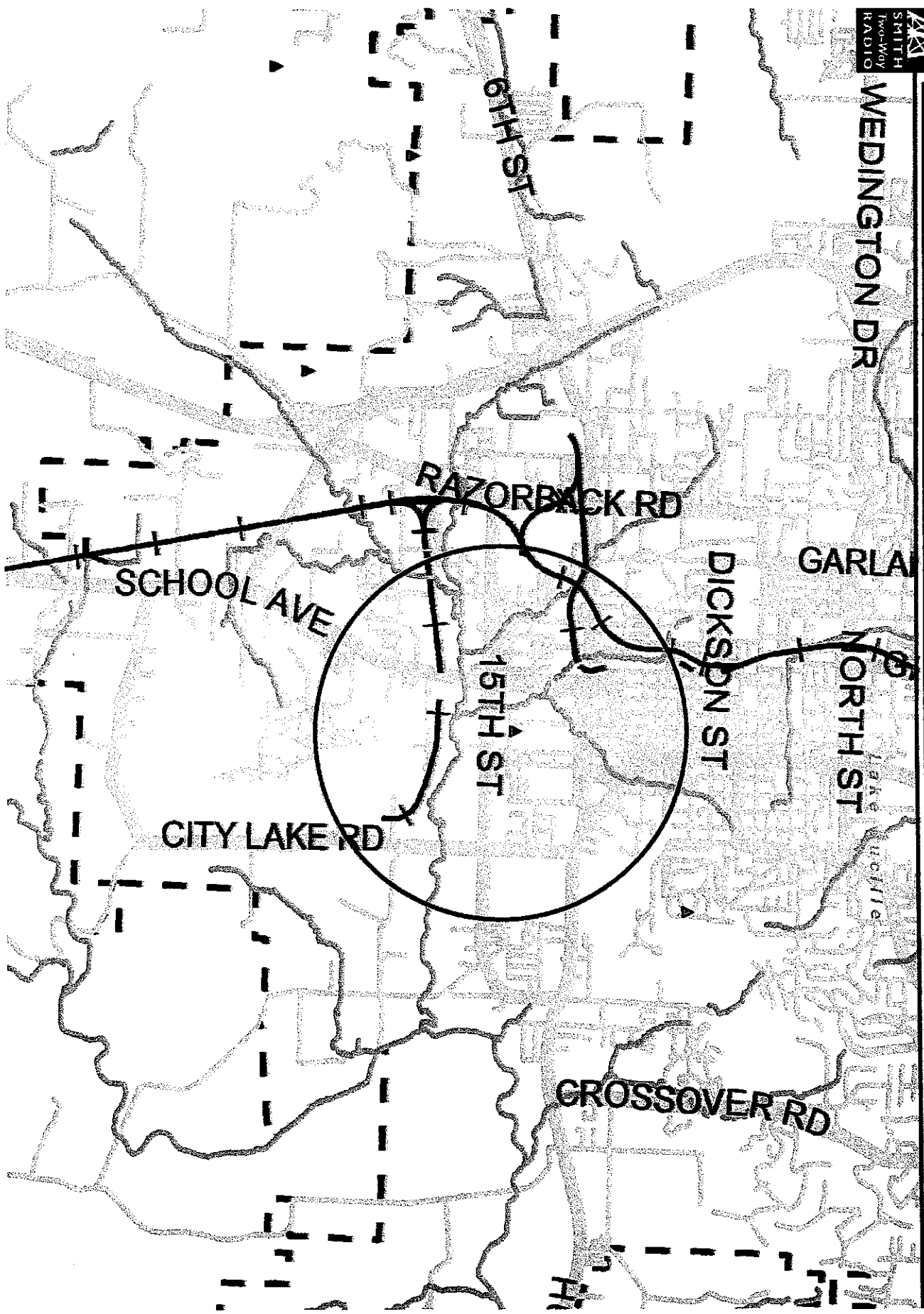


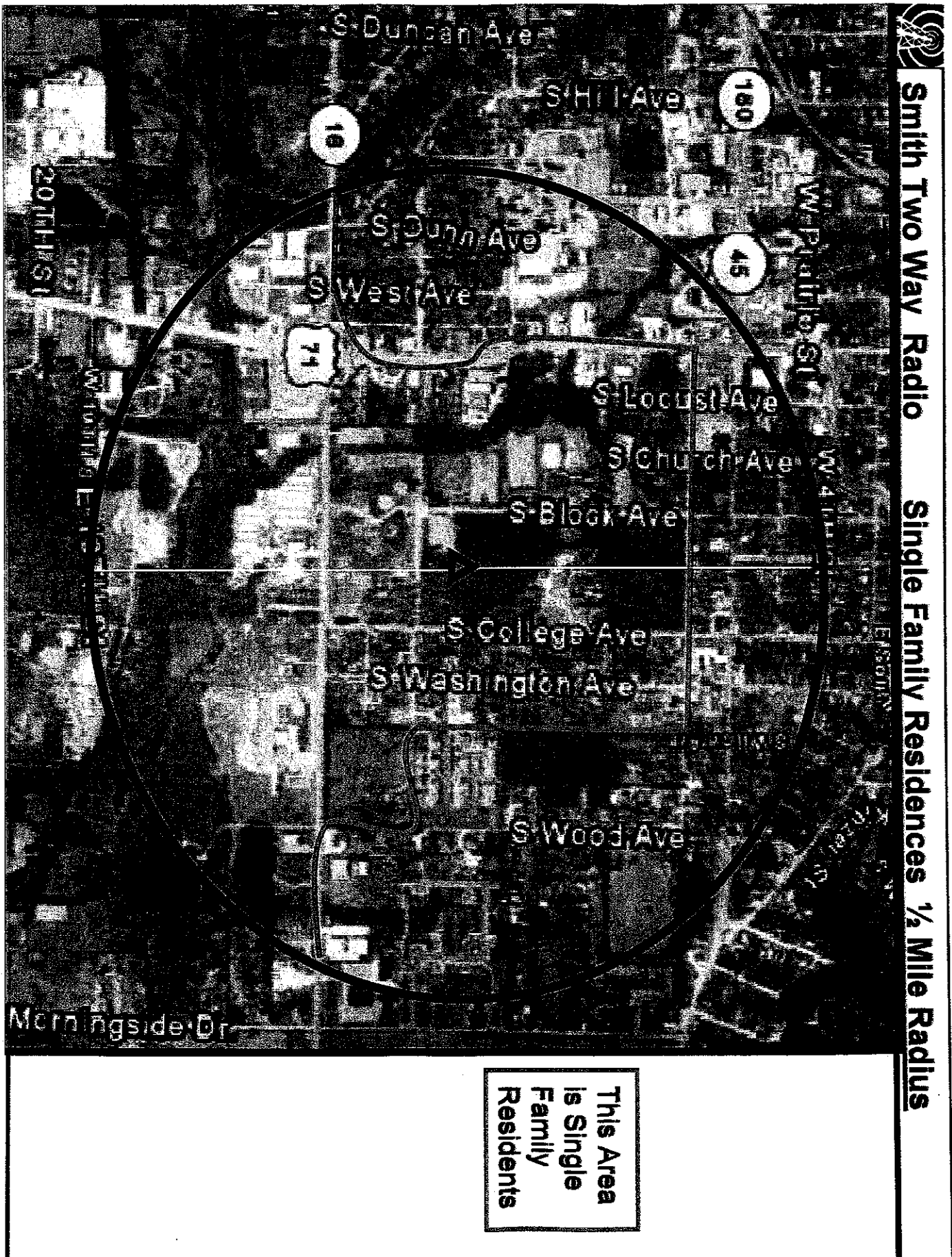
- ▲ Proposed Site
Owned by STW
- ▲ Existing Site
Owned by STW
- ▲ Existing Circular
Site Owned by
Others
- ▲ Planned Facilities
for late 06/07



Smith Two Way Radio

Existing Towers Within 1 Mile







Smith Two Way Radio

500 ft Radius

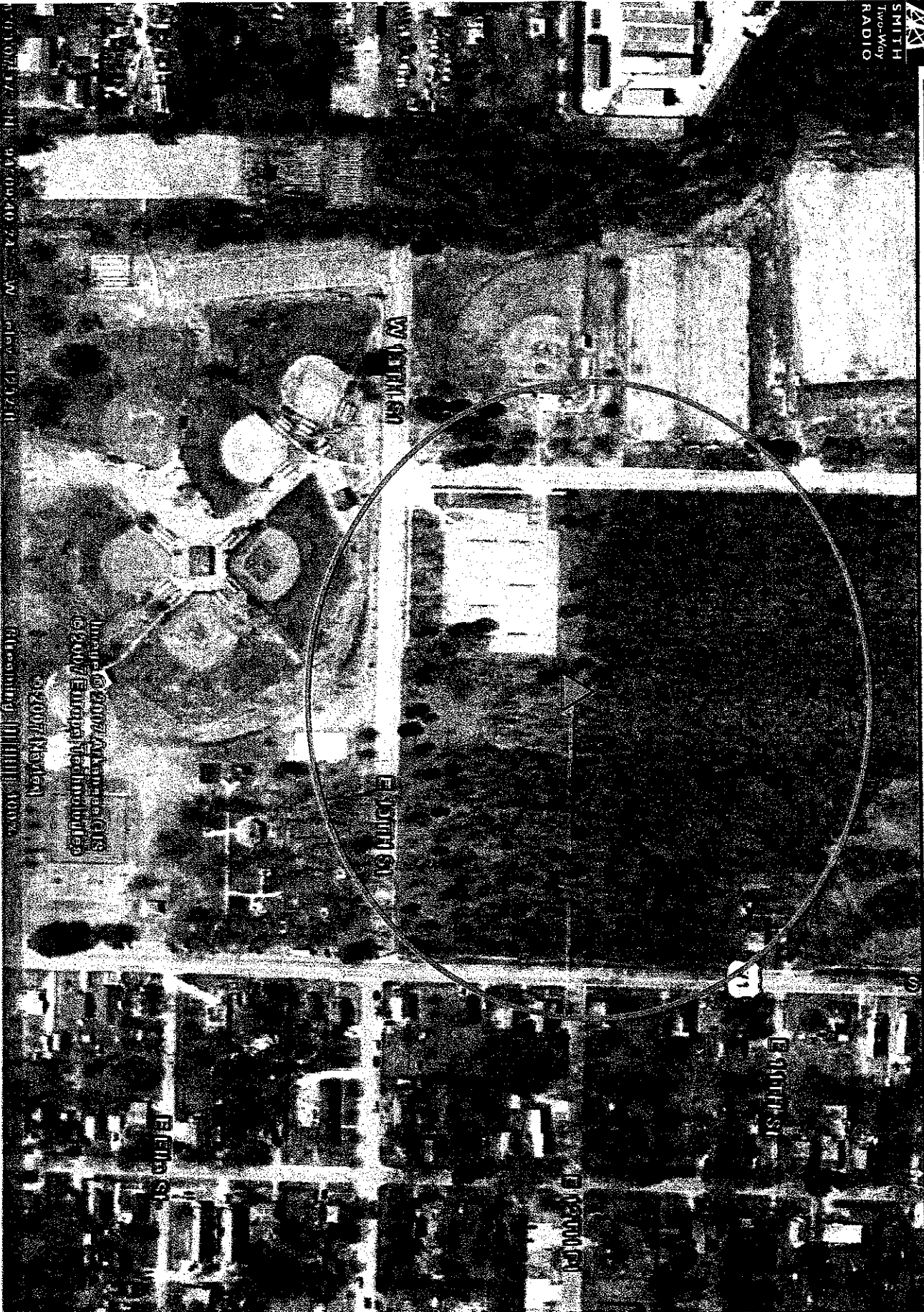


Image © 2007/Advanced GIS
© 2007/Esri/MapInfo/DeLorme

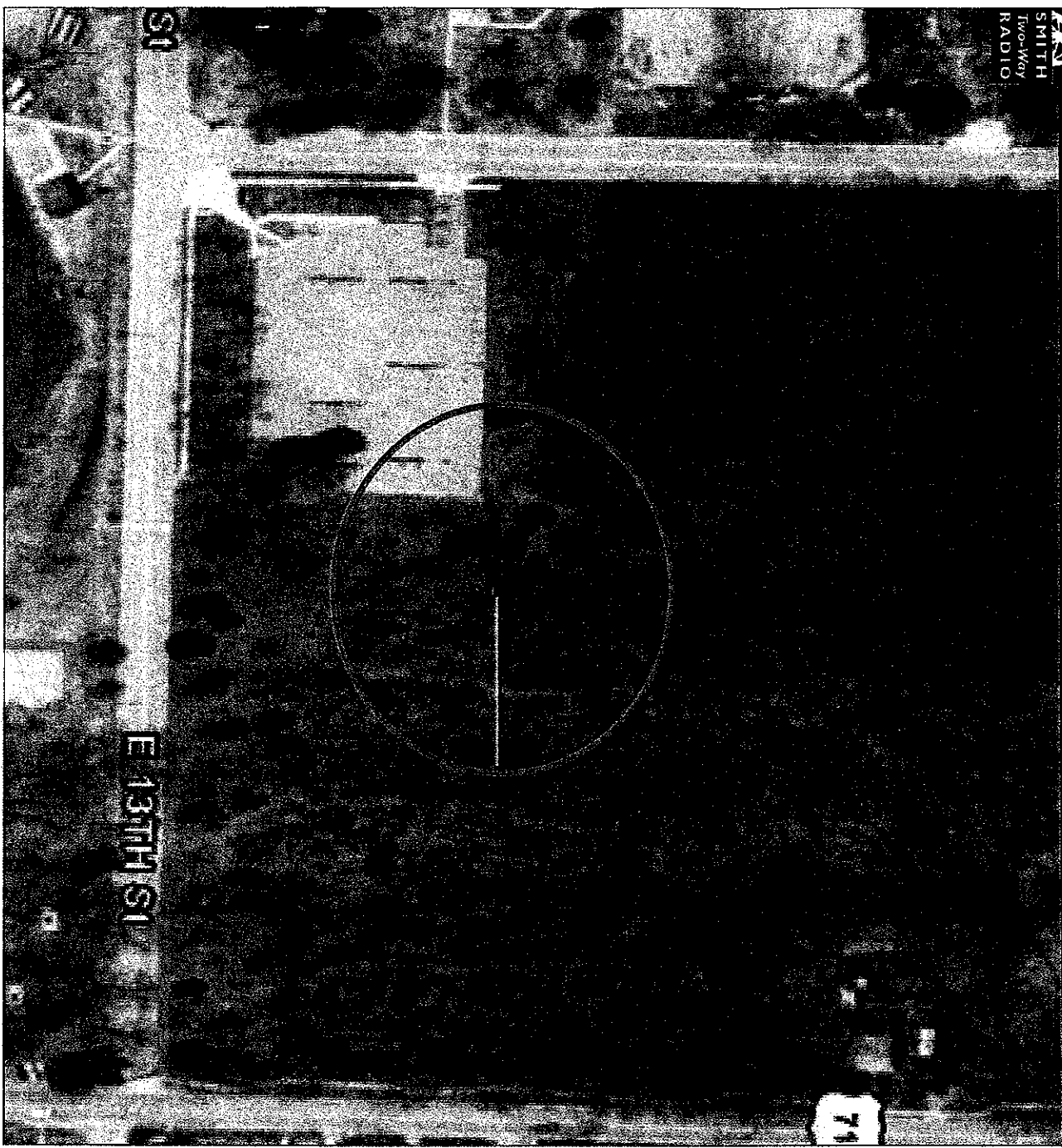
© 2007/MapInfo

© 2007/MapInfo



Smith Two Way Radio

150ft Radius



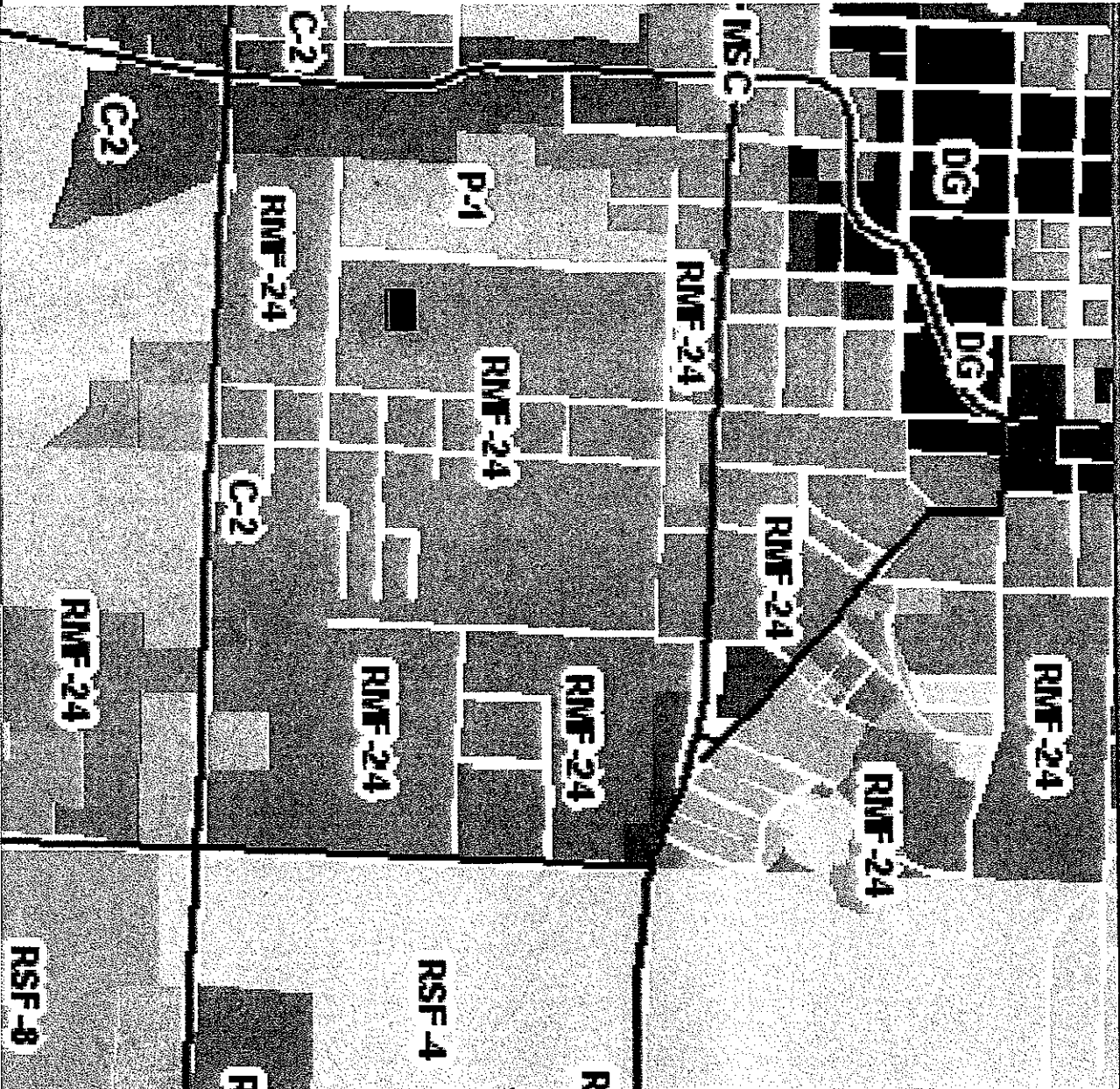


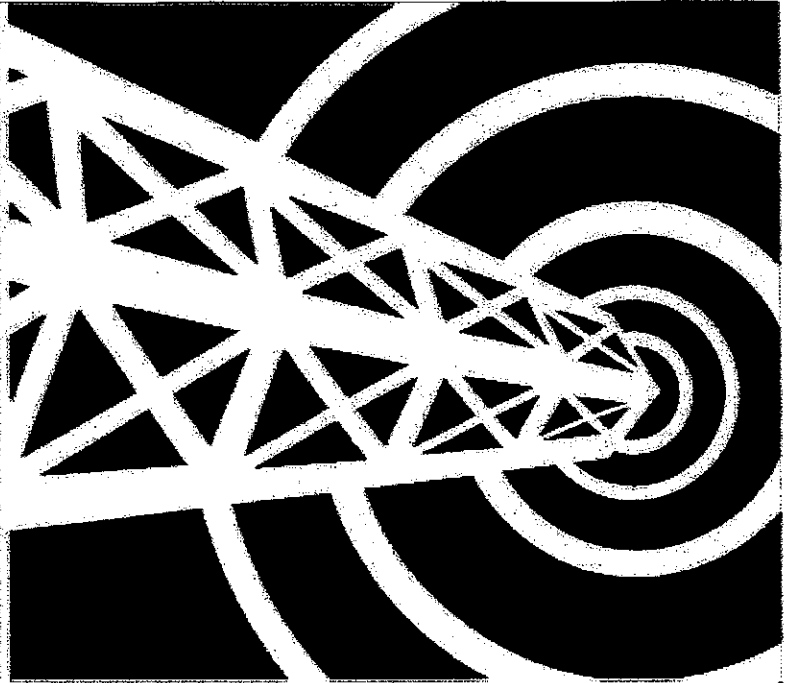
Smith Two Way Radio

Area Land Use Map

Legend

- Streets
- Streams
- Planning Area
- Lakes
- Buildings
- Design Overlay
- Zoning
- R-A
- RSF-3
- RSF-2
- RSF-4
- RSF-2
- RT-12
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-48
- R-10
- C-1
- C-2
- C-3
- C-4
- I-1
- I-2
- P-1
- OVZB
- UVZB
- RZB





SMITH
Two-Way
RADIO

Sight Plan & Current Zoning Info.

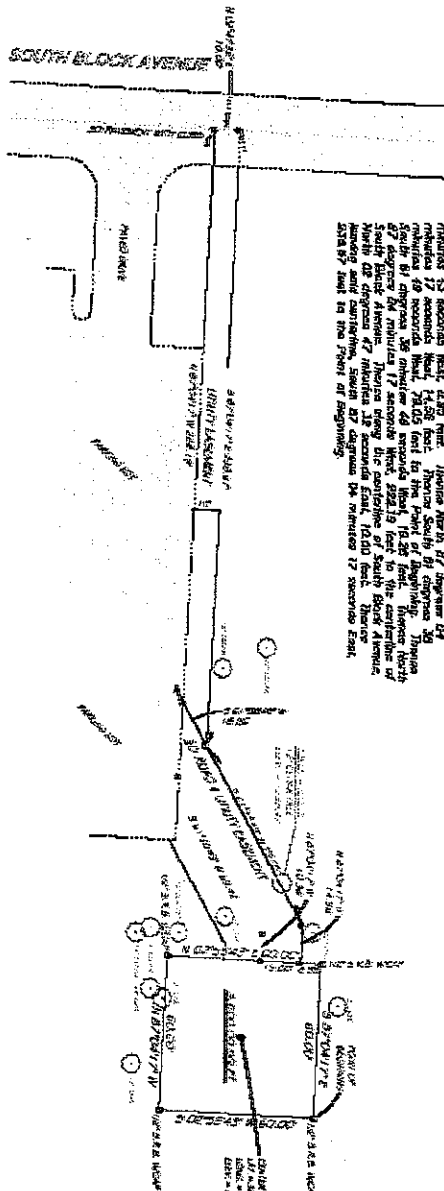
Some of the participants' location of the Northumbria University, Newcastle, is summarized in Map 10. Figure 10 shows the Northumbria University location and the participants' whereabouts throughout the study.

[illegible]

Also a valid first-hand source of information about the situation of the country and the people.

[illegible]

Adapted from *Engineering Mathematics* by E. W. Nelson, published by Butterworths.

[illegible]

and the other, an unlikely mixture of new-media, increasingly on-line, and traditional print and broadcast news. The leaders of the movement to build a new media for the 21st century are not, as it turns out, the media themselves. They are the individuals, such as the founders of Proton, who are using the tools of the new media to create a new media. And what an exciting time that will be.

For information on the survey and sampling, contact the person at the address below. The state or local health department may have information on the survey or the sampling. For more information, contact the person at the address below. For more information, contact the person at the address below.

1. **RESEARCH AND DEVELOPMENT**
 2. **MANUFACTURING**
 3. **SALES AND MARKETING**
 4. **FINANCIAL**
 5. **GENERAL ADMINISTRATION**
 6. **LEGAL**
 7. **COMPUTER**
 8. **TRAINING**
 9. **QUALITY CONTROL**
 10. **ENVIRONMENTAL**
 11. **SAFETY**
 12. **RESEARCH AND DEVELOPMENT**
 13. **MANUFACTURING**
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 93. **GENERAL ADMINISTRATION**
 94. **LEGAL**
 95. **COMPUTER**
 96. **TRAINING**
 97. **QUALITY CONTROL**
 98. **ENVIRONMENTAL**
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 229. **QUALITY CONTROL**
 230. **ENVIRONMENTAL**
 231. **SAFETY**
 232. **RESEARCH AND DEVELOPMENT**

PROPERTY LOCATION
 SECTION 21, T-16-N, R-30-W
 T-16-N, R-30-W

OWNER
 J. J. JENNINGS

ADJACENT OWNERS
 N. J. JENNINGS
 E. J. JENNINGS
 S. J. JENNINGS

LEGAL DESCRIPTION
 1/4 SECTION 21, T-16-N, R-30-W

ACRES
 1.00

DATE
 1-1-1900

REMARKS
 This survey was conducted by the writer or under his direction and is correct as shown on the plat.

WITNESSES
 J. J. JENNINGS
 J. J. JENNINGS

DEED
 1-1-1900

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 1-1-1900

SE 1/4 NE 1/4, SECTION 21, T-16-N, R-30-W

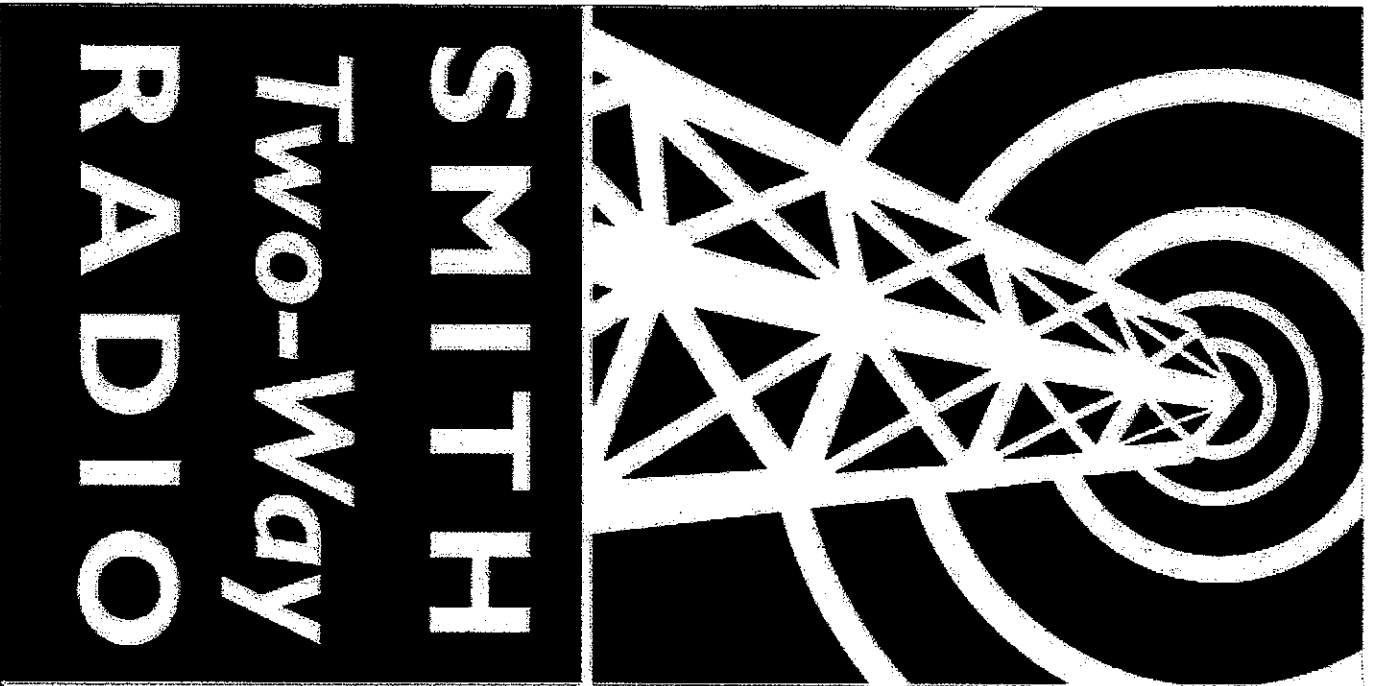
[illegible]

1100 HWY 9 NORTH AVE., SUITE 100 (408) 445-2244
 FAX (408) 445-2244 - info@hwy9.com



WALKER PARK TOWER SITE
SCALE 1 inch = 20 feet

1 inch = 20 feet

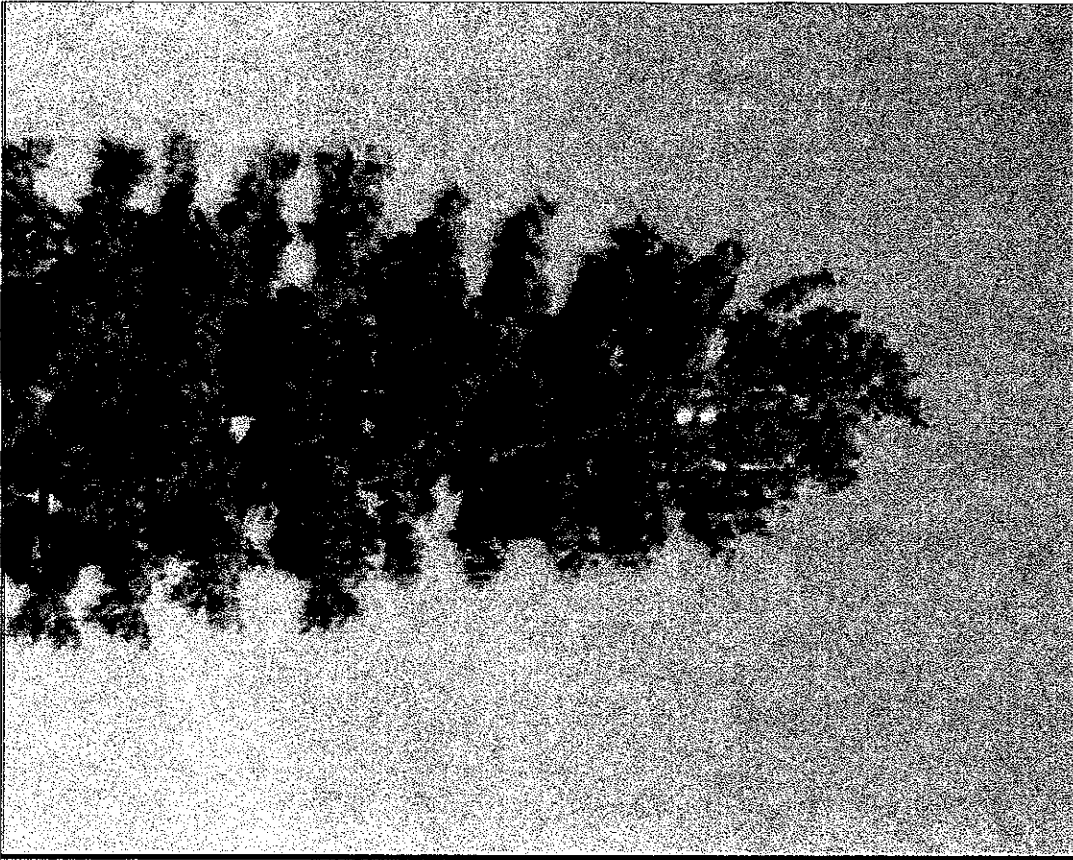


Efforts to Reduce Visual Impact Of the tower



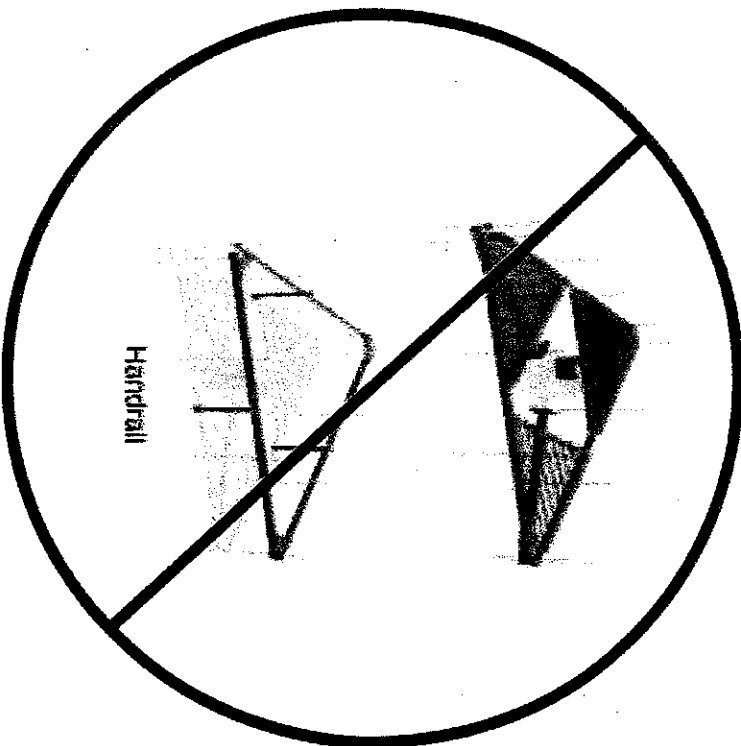
TREE TYPE MOUNTING VS Low Visibility Antenna Mount

Proposed MONOPINE CAMO-MOUNT



Typical Cellular Antenna Mounting Platform

**16' Face Low-Profile Platform Kit
for use with Tapered and Non-Tapered Monopoles
fits 12" to 36" Diameter - 37 1/2" to 113" Circumference Monopoles**

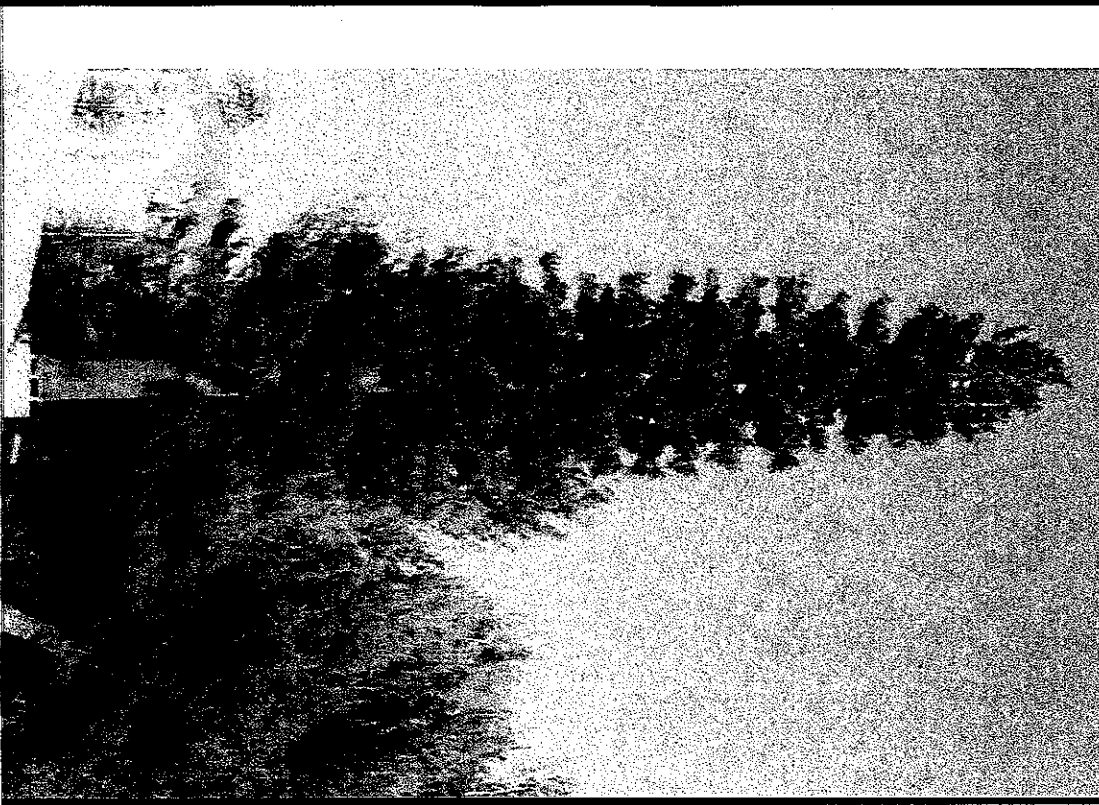


Handrail

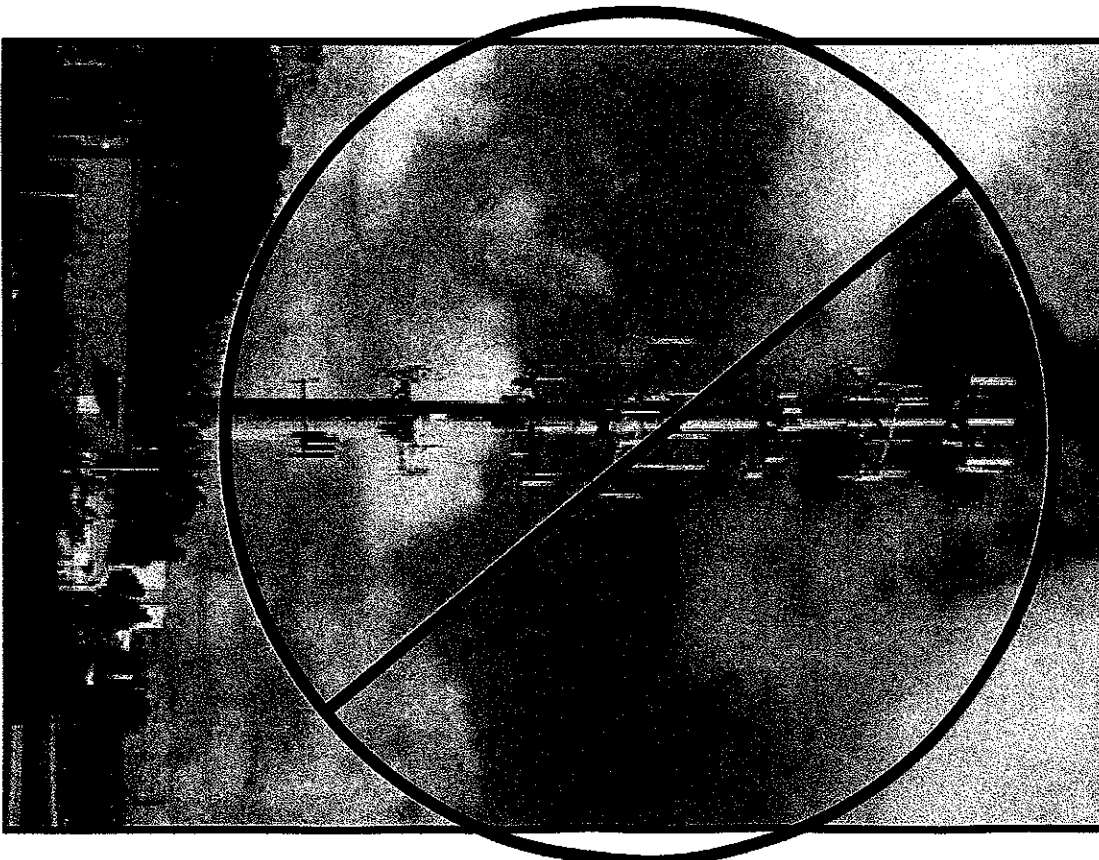


Low Visibility Impact From TOWER

Single Carrier MONOPINE MOUNT



Typical MONOPOLE Antenna Mounts

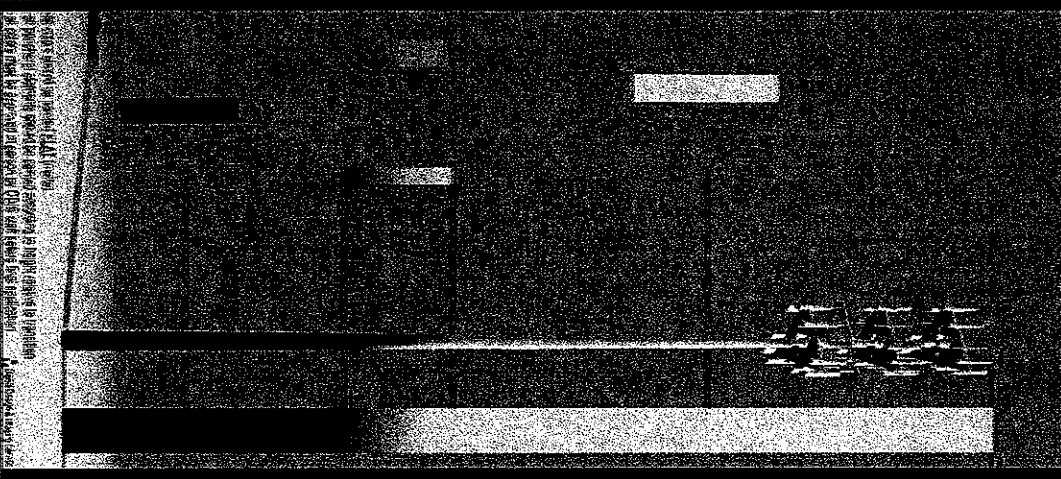




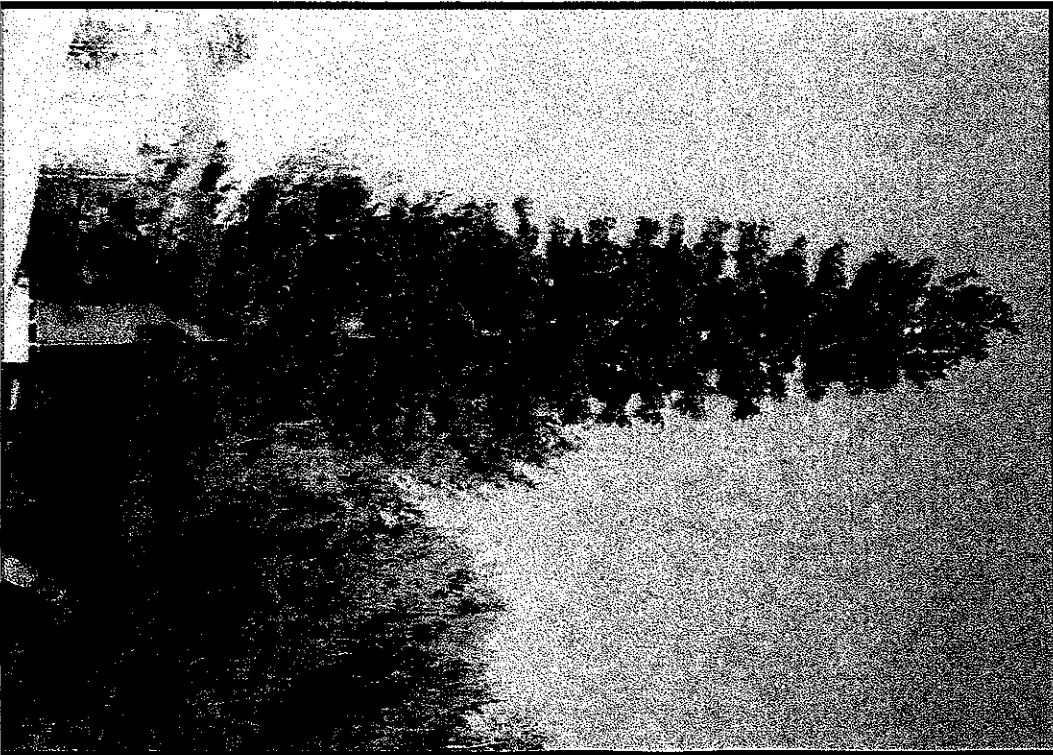
COMPAIRED STEALTH TECHNOOGY

CURRENT

Transitioning Paint Scheme Trees to Sky



PROPOSED Camouflaged MONOPINE



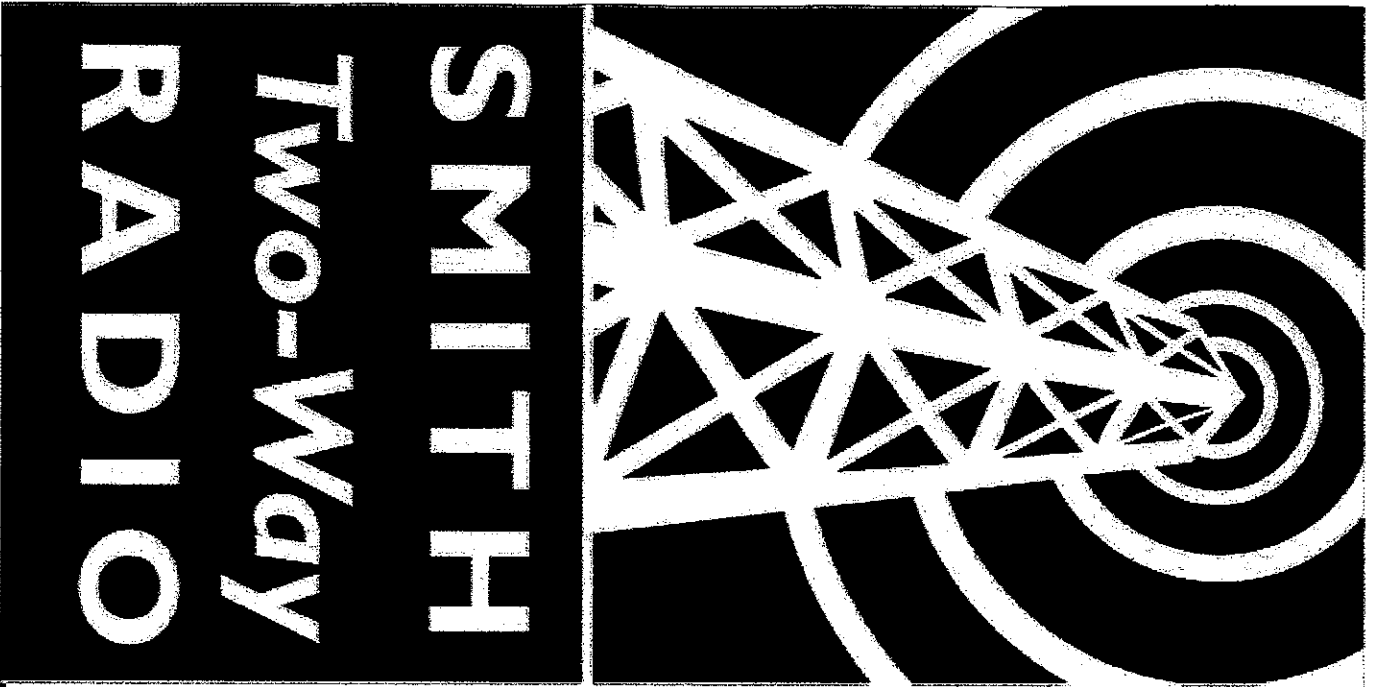
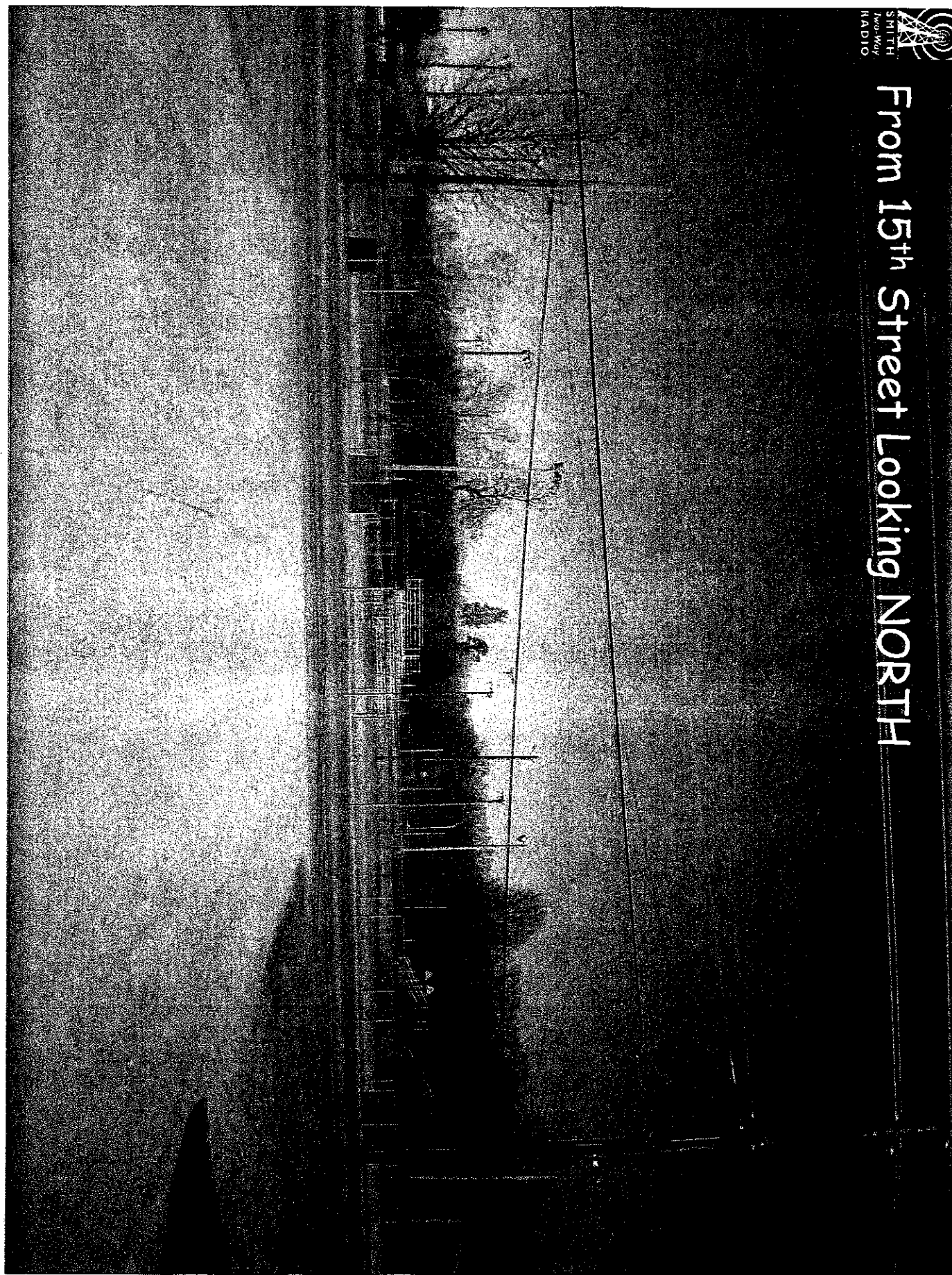


Photo- Sims

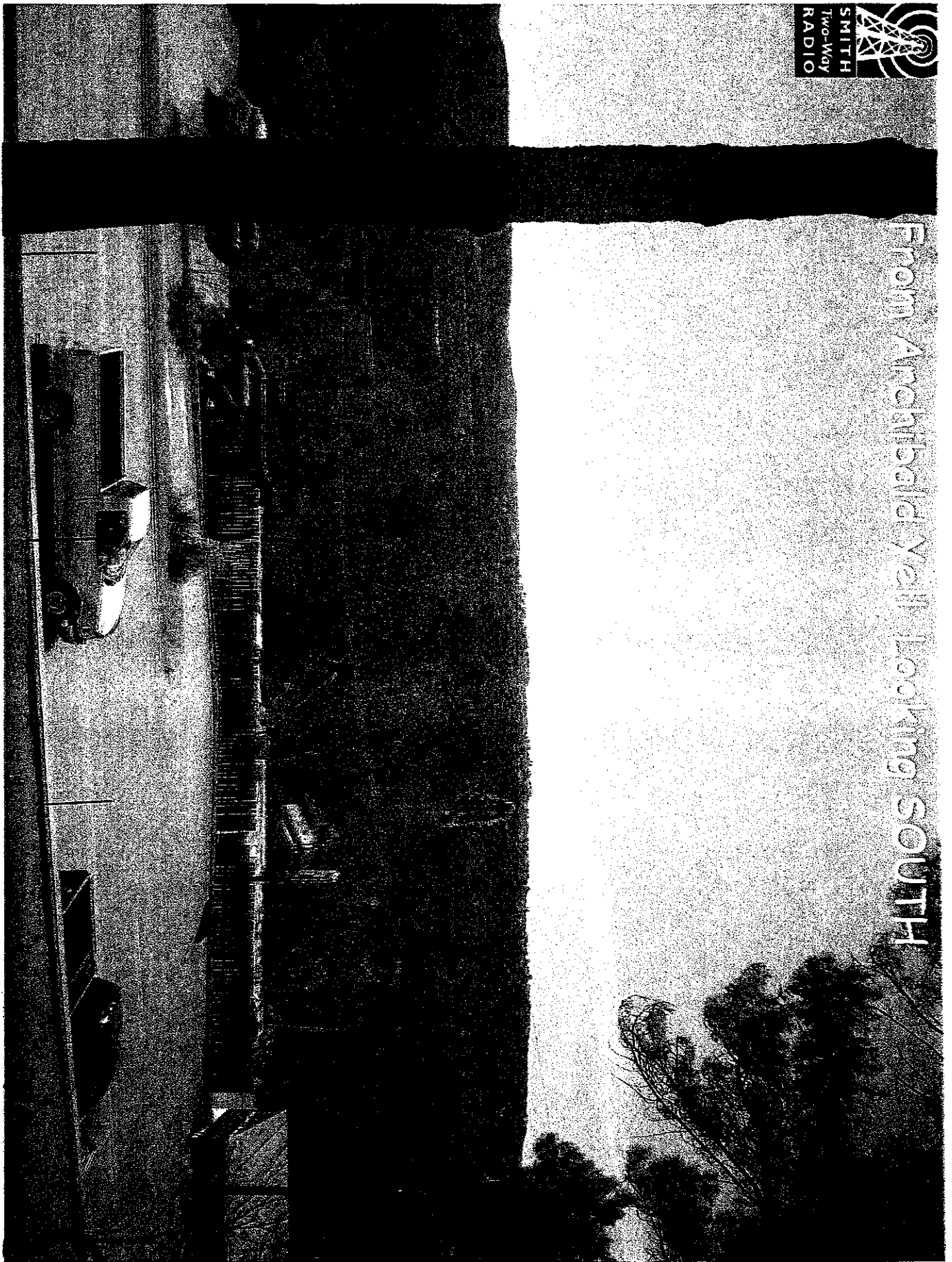


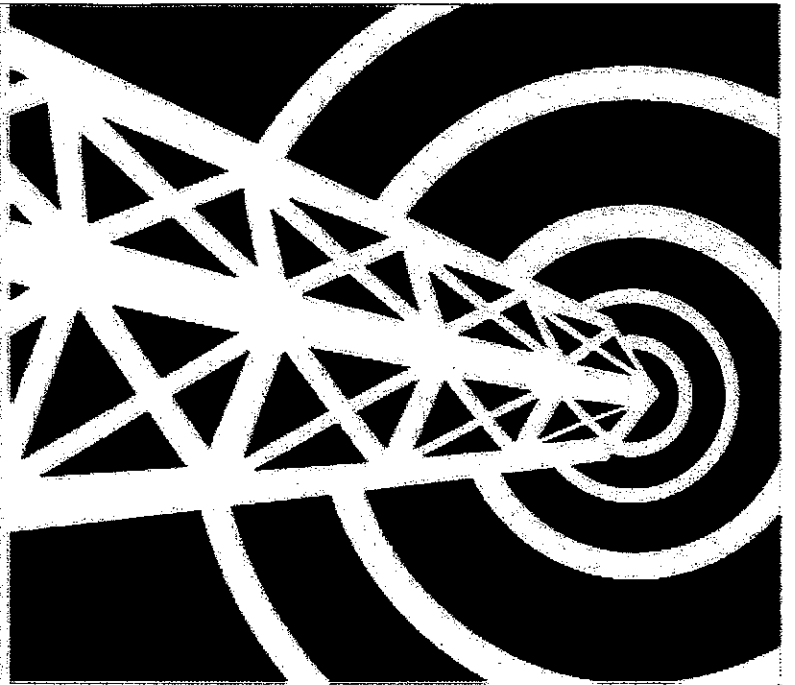
From 15th Street Looking NORTH





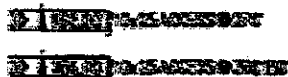
From Archibald Yell Looking SOUTH





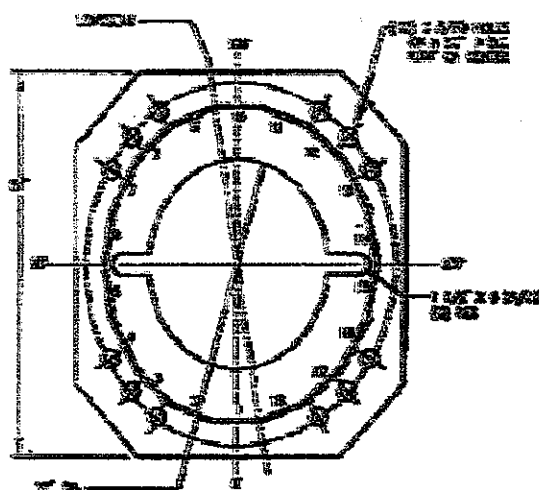
SMITH
Two-Way
RADIO

Tower Information



	Lead Time Description	Prod Lead	Off Net	Std Job	Factor Cost	
1	Min. Prod	700	1.02		100	0
2	Min. Prod Lead x 1.5	1050	1.01	50	100	0
3	Variable Quantity	500	1.01		100	0

姓名: 王 强 性别: 男 年龄: 25 岁
 身份证号: 110101199801010001



ESTIMATED STRUCTURE IDENT = 20.5 Kbps

Smith Two-Way Radio



**OLD WIRE RD
& CROSSOVER
RD
Fayetteville, AR**



December 14, 2006

Mr. Dave Reynolds
Smith Two-Way Radio
520 N. College St.
Fayetteville, AR 72701

RE: Proposed 150 ft. Sabre Monopine for site "Mud Creek" located in Washington County, AR.

Dear Mr. Reynolds,

Upon receipt of order, we propose to design and supply a 150' Sabre Monopine for the above referenced site. The Monopine and foundation are to be designed for 70 mph with $\frac{1}{2}$ " ice, in accordance with ANSI/TIA/EIA-222-F, to support the following:

Five (5) carriers, each including:

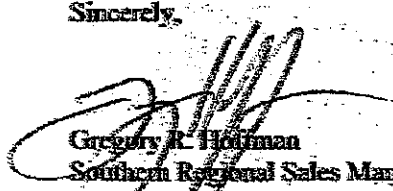
(9) 5' x 1' Panel Antennas

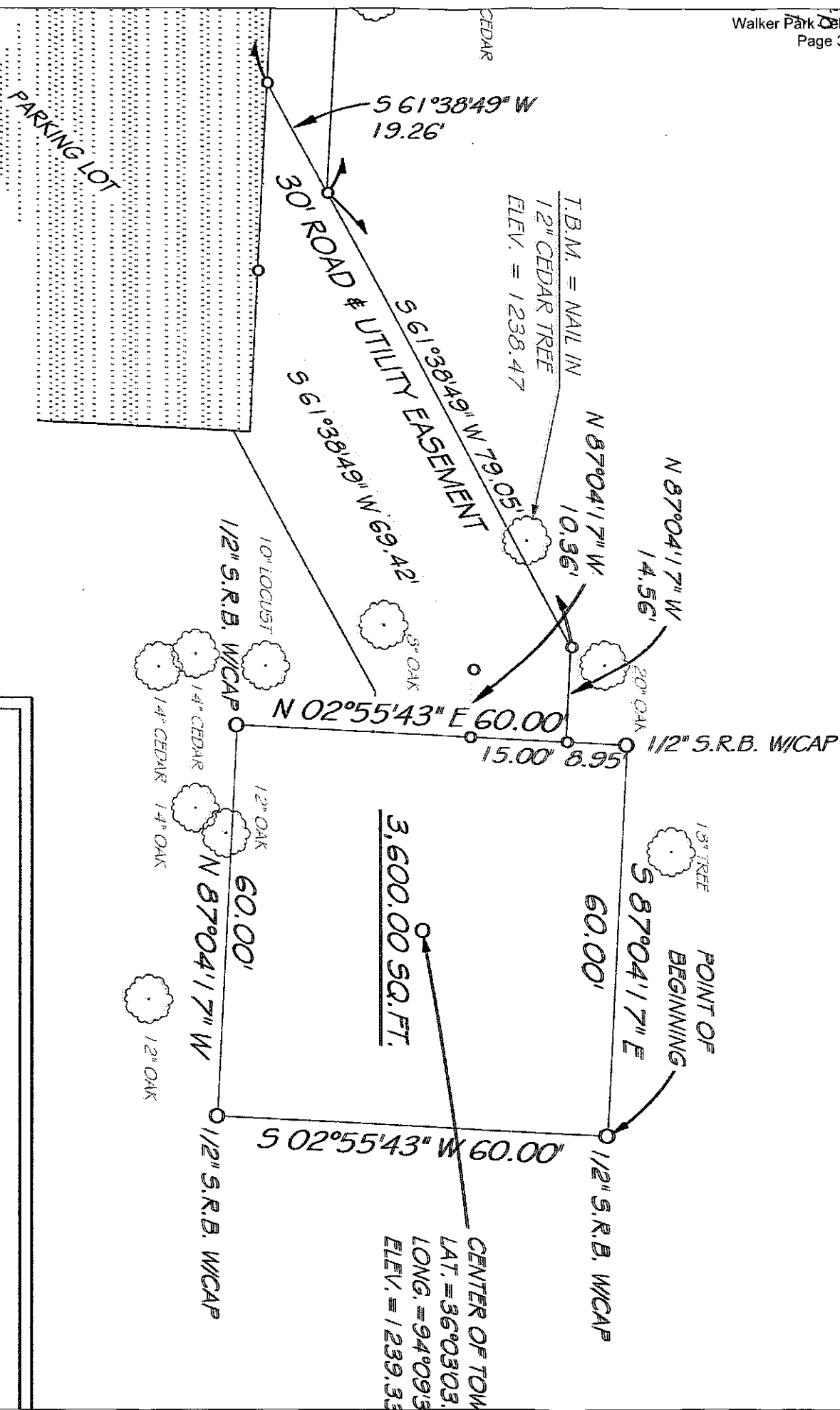
(9) 1-5/8" Coax

(3) 10' 3T-Arms

If you have any questions, please contact the undersigned.

Sincerely,


Gregory R. Hoffman
Southern Regional Sales Manager
Sabre Communications Corp.



SMITH
Two-Way
RADIO

WALKER PARK TOWER SITE
SCALE 1 inch = 20 feet

FAYETTEVILLE
PARKS AND RECREATION ADVISORY BOARD
Meeting Minutes March 5, 2007

A site visit to Walker Park was conducted at 5:30 P.M. to survey the location proposed by Staff for the communication tower to be installed by Smith's 2-way Radio. Discussion continued during the regular meeting at City Hall.

Opening:

The regular meeting of the Parks and Recreation Advisory Board was called to order by Chairman Wade Colwell at 6:05 P.M., on March 5, 2007 in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Present:

Parks and Recreation Advisory Board members Colwell, Davidson, Burke, Davis, Biendara, Mauritson, Hatfield and Bitler were present; Park Staff Edmonston, Coles, Whillock, Curry, Wright and Jumper, City Horticulturist Netherland and audience were in attendance.

1. Walker Park Cell Tower Proposal: Dave Reynolds, Smith Radio Project Manager

The City is in the process of an agreement with Smith Radio to construct a cell tower at the new Fire Station located in Routh Park. Smith Radio is also interested in locating a cell tower in Walker Park. Staff has toured the site and found that the best location would be adjacent to the parking lot located on Block and 13th Street. The tower would be located on the northeast corner of the parking lot. The site was visited during the 5:30 pm tour. Dave Reynolds presented the proposal for the cell tower during the tour and also attended the meeting following the tour.

Colwell said the City has been given first right of refusal to provide the location for the tower. Parks would collect revenues from providing the space.

Edmonston said the Board will decide if this tower is compatible with the setting in Walker Park which the Board visited prior to this evening's convened meeting. The City will collect revenue but Smith 2-Way Radio will donate money which will be used toward the completion of the Walker Park Mural project.

Bitler asked if Staff has a recommendation.

Edmonston said the revenue is enticing since it's for a 30 year period.

Dave Reynolds explained the tower will be built at some location in the Walker Park vicinity due to the increased need for a tower in the area. Some location on commercial land will likely be used if Walker Park is not approved.

PRAB Motion:

Hatfield moved to table the vote to the Special Board meeting set for March 15th. Davis seconded the motion. The motion passed by a vote of 8-0-0.

Minutes prepared by Cheryl Whillock

March 5, 2007/ 1

**FAYETTEVILLE
PARKS AND RECREATION ADVISORY BOARD
SPECIAL MEETING**

Special Meeting Minutes March 15, 2007

Opening:

The special meeting of the Parks and Recreation Advisory Board was called to order by Chairman Wade Colwell at 5:35 P.M., on March 15, 2007 in Room 111 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Present:

Parks and Recreation Advisory Board members Colwell, Davidson, Burke, Davis, Blendara, Mauritson, Hatfield and Bitler were present; Park Staff Edmonston, Coles, Whillock, Curry, Wright and Jumper, City Trails Coordinator Mihalevich and audience were in attendance.

2. Walker Park Cell Tower Proposal: Dave Reynolds, Smith Radio Project Manager

Edmonston provided an update stating at the last meeting the north parking lot location at Walker Park had been mentioned as possibly a more desirable location over the proposed location. She said Parks doesn't own all of the north parking lot and the area has been designated a Parks and Tourism Outdoor Recreation Grant Boundary in perpetuity. After considering other City lands in the surrounding area it was determined none are within the area that will serve the needs required for the cell tower.

Davidson said while in Ft. Smith he had looked for the tower Smith 2-Way Radio had placed there and to the credit of the manufacturer he could not find it.

Reynolds said if the tower is located outside the Park it will not look like a pine tree but will have the same appearance as other cell towers. His company will, however, construct it to be as aesthetically pleasing as possible because no one wants a tower near them.

Edmonston said approving the tower on park land for a 30 year lease is a long time for Parks to be responsible. If it's in a park we do have some responsibility.

Reynolds said Smith Radio will be responsible for upkeep.

Edmonston said she isn't sure she wants to have the City set this precedence (commercial structures placed on park land).

Bitler asked should that area of Walker Park ever be developed would it possibly

March 15, 2007/ 1

be an obstruction.

Burke said everyone he spoke to was not in favor of setting the precedence of placing towers in parks.

Colwell suggested placing it across the street on Salvation Army land could benefit that organization and they could use the money.

Reynolds said Smith Radio has talked to the Salvation Army and the mini-storage owners next door about placement on their land.

Mauritson said the fact it's going to be placed somewhere in that area and will certainly be visible makes him think Parks should get the revenue for placing it on park land.

Hatfield asked what would happen if the tower was no longer needed due to advanced technology.

Reynolds said their contract with the City states if technology deems towers to be obsolete the existing towers installed by Smith 2-Way Radio will be dismantled within a year.

PRAB Motion:

Mauritson moved to approve the placement of the cell tower in Walker Park as presented. Davis seconded the motion. The motion failed by a vote of 3-5-0 with Davis, Mauritson and Bitler voting 'yes' and Colwell, Biendara, Hatfield, Burke and Davidson voting 'no'.

Minutes prepared by Cheryl Whillock

Fayetteville Code of Ordinances

permit, may approve the following antenna installation:

(a) *Locating on existing structures* Installation of an antenna on an existing structure other than a tower (such as a building, sign, light pole, electric transmission tower and similarly scaled public utilities/facilities, water tower, or other free-standing nonresidential structure), provided that the addition of the antenna does not add more than 20 feet of height to the original structure;

(b) *Locating on exiting towers.* Installation of an antenna on an existing tower of any height, and the placement of additional buildings or other supporting equipment used in connection with such additional antenna, so long as the proposed additions would add no more than 20 feet of height to the original height of the tower. The addition or modification, to the extent possible, should be designated to minimize visibility; and

(c) For the purpose of co-location, the applicant must submit information from a licensed professional engineer certifying the capacity of the tower for additional providers and a letter of intent from the applicant indicating their intent to share space.

(D) *Other requirements.*

(1) *Wireless communications facilities placed on top of buildings.* When a wireless communications facility extends above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette.

(2) *Wireless communications facilities placed on sides of buildings.* Antennas which are side-mounted on buildings shall be painted or constructed of materials to match the color of the building material directly behind them.

(E) *Exemptions.*

(1) *Personal use.* Towers for personal use which, including the height of all antenna arrays, do not extend more than 80 feet from the ground and shall meet the current setbacks as required by zoning.

(2) *Temporary structures.* Temporary structures designed to be used for not more than 14 days in connection with a special event or for any reasonable period of time in and immediately following an emergency, including without limitation those towers which are identified as "C.O.W.s" or "Cellular on Wheels."

(3) *Existing towers.* All existing towers may be replaced with the same type and height of tower structure as currently exists. All replacement towers shall comply with §163.14(A) and (B) regarding color of towers, structural integrity and inspections of towers, security fencing and anti-climbing device, and vegetative screening requirements. All existing guyed towers shall also be subject to the following conditions:

(a) A demolition permit shall be issued prior to a building permit being issued for the replacement tower;

(b) The demolition permit shall expire within 90 days and shall require the existing tower to be demolished within 90 days from issuance of the building permit for the replacement tower;

(c) The new tower shall be constructed as close as technically feasible to the existing tower;

(d) Additional antennas may be installed on an existing tower of any height, and additional buildings or other supporting equipment used in connection with such additional antennas may be placed at the tower site so long as the proposed additions would add no more than 20 feet height to the original height of the existing tower. The addition or modification, to the extent possible, should be designed to minimize visibility;

(e) The replacement structure may be increased in width to a maximum of 36 inches. Existing guyed towers over 36 inches shall not be increased in width with a replacement tower.

(4) *Emergency and utility towers and antennas.* Towers and antennas under 35 feet in height used for 9-1-1 services and utility monitoring (gas, water, sewer, traffic lights, etc.).

(F) *Municipal profits from towers.* The City of Fayetteville should actively market its own property and existing structures as suitable co-

TITLE XV. UNIFIED DEVELOPMENT CODE

location sites. As noted above, the review process is shortened and simplified when co-location on city property is submitted by applicant. An annual lease amount should be charged according to the fair market value of the location. In cases where the company no longer needs the tower, the city may require it to be removed. Applicants can provide co-location space for city-owned antenna.

(G) *Abandoned antennas and towers.* At such time that a licensed carrier abandons or discontinues operation of a wireless communication facility, such carrier will notify the city of the proposed date of abandonment or discontinuation of operations. Such notice shall be given no less than 30 days prior to abandonment or discontinuation of operations. In the event that licensed carrier fails to give such notice, the wireless communications facility shall be considered abandoned upon such discontinuation of operations. Upon abandonment or discontinuation of use, the carrier shall physically remove the wireless communications facility within 90 days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited to:

- (1) Removal of antenna, equipment shelters and security barriers from the subject property;
- (2) Proper disposal of the waste materials from the site in accordance with local and state solid waste disposal regulations;
- (3) Restoring the location of the wireless communications facility to its natural condition, except that any landscaping and grading shall remain in the after-condition.

(H) *Notification of change of ownership/operator.* Upon assignment or transfer of a conditional use permit, or any of the rights thereunder to a new wireless telecommunications operator, the owner or operator shall provide written notice within 30 days to the Zoning and Development Administrator.

(Ord. No. 4178, §4, 8-31-99; Ord. No. 4285, 1-2-01)

163.15-163.99 Reserved



MEMORANDUM

Date: May 30, 2007
To: City Council
From: Connie Edmonston, Parks & Recreation Director
Subject: Walker Park Cell Tower Information

Attached is a location map and information relating to the proposed cell tower in Walker Park. The proposed site for the tower is northeast of the parking lot located on the intersection of 13th Street and Block Street. David Reynolds from Smith Communications said he would stake and mark the site for you by Thursday.

Please note the parking lot on north Block Street that serves the BMX Track and Grinders Skate Park is not entirely owned by the City. Park property is outlined in green. In addition, this parking lot and Area B, as well as Area A marked on the map, are within an Arkansas Parks and Tourism Outdoor Recreation Grant provision that secures in perpetuity the use of these areas for outdoor recreational use only. Therefore, the cell tower could not be located in this area. Please refer to the agenda memo.

If you have any questions, please call me at 444-3473. I would be happy to meet you on site.

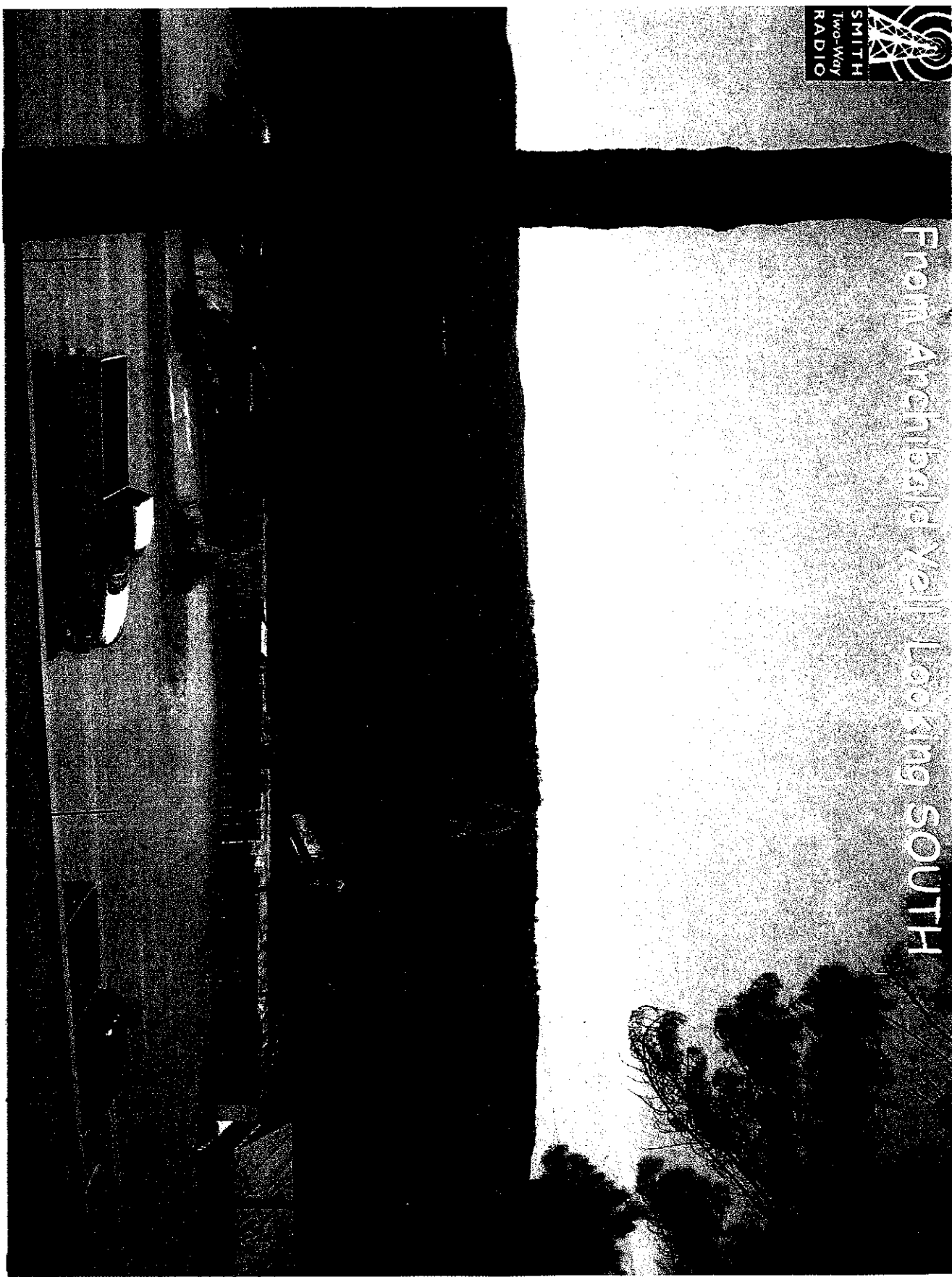
Walker Park Imagery





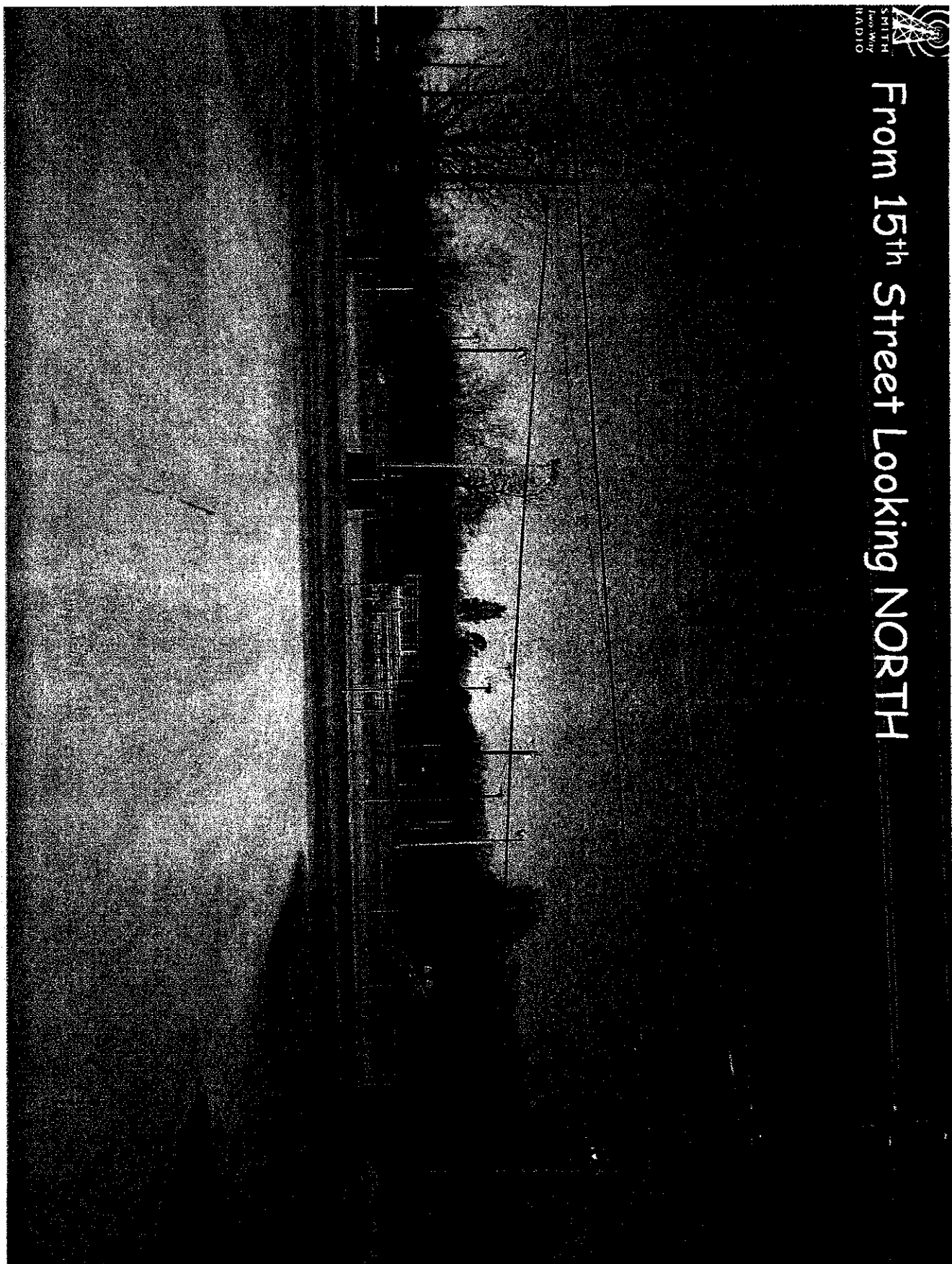


From Archibute Yell Looking SOUTH





From 15th Street Looking NORTH



CITY COUNCIL AGENDA MEMO

To: Mayor Dan Coody and City Council
Thru: Gary Dumas, Operations Director
From: Connie Edmonston, Parks and Recreation Director
Date: April 12, 2007
Subject: **Resolution to authorize the Mayor to process a Conditional Use application for a cell tower in Walker Park**

BACKGROUND

Smith Communications has submitted a request to place a 150 foot cell tower within the confines of Walker Park. This tower would be configured as a Monopine camo-mount to blend into the forest canopy and imitate the appearance of a pine tree. This request would be similar to the cell tower lease and contract that was approved at the new Fire Station in Routh Park.

Representatives of Smith Communications toured the Walker Park area with Park Staff and found the best location would be adjacent to the parking lot located north of 13th Street and Block. The tower would require a 30 foot road and utility easement from the northeast corner of the parking lot leading to a 3,600 square foot area in which the tower would be located. The area would be screened with a wood fence and landscaping. Many areas within Walker Park were not considered because they were not accessible to tower service vehicles, in too close proximity to active recreation areas, or were within the floodway.

There are two areas of Walker Park that are included in an Arkansas Parks and Tourism Outdoor Recreation Grant provision that secures in perpetuity the use of these areas for outdoor recreational use only. Several grant projects were awarded in these areas to build the skate park in the northwest section and the playground, restroom and racquetball court on the southern portion. The location of a cell tower would be prohibited in these areas. These areas are noted as A and B on the attached map. The western two thirds of the Block Street parking lot is not owned by the City.

The request for a 30 year lease with Smith Communications for a cell tower in Walker Park was presented to the Parks and Recreation Advisory Board (PRAB) on March 5, 2007. PRAB toured the site with David Reynolds from Smith Communications and unanimously voted to table the vote to a Special Board meeting on March 15, 2007.

On March 15th PRAB voted (5-3) against the proposed placement of the cell tower in Walker Park. Discussion included statements related to the incompatibility of a cell tower with the relative natural forested setting of Walker Park. Other members were concerned about potentially establishing a precedent for placing towers in parks and the long length of the lease that could conflict with the future use of the park. There was some discussion about distorting or obscuring the view from the downtown area to Walker Park. PRAB members voting for the cell tower stated that if the tower was going

City Council Meeting of May 1, 2007

Agenda Item Number

to be placed in that area and be visible from the park, they would like the Parks to receive the revenue instead of another entity. (See attached PRAB March 5 and 15, 2007 minutes.)

DISCUSSION

Unified Development Code Title XV, section 163.14 Wireless Communications Facilities (F), states the City "...should actively market its own property and existing structures as suitable co-location sites." Even though the Parks and Recreation Advisory Board voted against the tower to be located in Walker Park, Smith Communications is asking the City Council if a portion of Walker Park could be leased for the tower. (See attached letter.)

This submission is not a request for the approval of the cell tower, but a to allow a petition to the Planning Commission to determine land use compatibility in Walker Park for the tower. If approved by the City Council, a lease agreement will be forwarded for consideration. In order for Smith Communication to complete the Planning Commission Conditional Use Application, they must have the approval of the City to lease the land. In this instance in which PRAB recommended denial of the use of Walker Park for the cell tower placement, it is essential to determine the intent of City Council before Smith Communications proceeds with the Conditional Use Application. Smith Communications must know if the City would lease the land before they continue to the Planning Commission for final determination.

BUDGET IMPACT

The contract between the City and Smith Communications would be very similar to the contract for the Fire Station at Routh Park. This would be a 30 year lease allowing up to five carriers on the tower. The City could receive monthly revenues of \$3,500 to \$4,500 depending on the number of carriers and the contract negotiated by our City Attorney. Smith Communications has also agreed to donate \$20,000 to the Walker Park Mural project to help with it's completion to include three kiosk signs, audio recordings related to the depictions on the mural and a sidewalk around the perimeter for ADA accessibility.

Attachments:

Smith Communication Proposal

Smith Communication Letter

Walker Park Map

PRAB Meeting Minutes of March 5 and 15, 2007

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

5-Jun-07

City Council Meeting Date

Jeremy Pate *JP*
Submitted By

Planning
Division

Operations
Department

Action Required:

R-PZD 07-2531: Planned Zoning District (P.A.H. Facility 21): Submitted by City of Fayetteville for property located at Ivey Lane, 1/4 mile east of Highway 265 containing approximately 3.00 acres. The request is for a rezoning, land use, and large scale development approval for a Master Development Plan of a Residential Planned Zoning District for a 19,971 sq. ft. residential shelter facility and associated parking.

\$0.00

n/a

n/a

Cost of this request

Category/Project Budget

Program Category / Project Name

n/a

n/a

n/a

Account Number

Funds Used to Date

Program / Project Category Name

n/a

n/a

n/a

\$

-

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

May 11
Department Director

5.17.07
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

DP/Utah
City Attorney

5/18/07

Paul A. Becker
Finance and Internal Service Director

5-18-07
Date

Received in City Clerk's Office



Alan Corley
Mayor

5/18/07
Date

Received in Mayor's Office



Comments:

left on the second reading 6/5/07

City Council Meeting of June 5, 2007
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning 

Date: May 17, 2007

Subject: Residential Planned Zoning District for P.A.H. Facility (R-PZD 07-2531)

RECOMMENDATION

Planning Staff recommends approval of an ordinance creating a Residential Planned Zoning District (R-PZD) for P.A.H. Facility, based on the development standards, plans and statement of commitments submitted. This action will establish a unique zoning district on approximately 3.00 acres located on Ivey Lane, east of N. Crossover Road. The proposal is for a residential development consisting of a 19,971 sq. ft. residential shelter facility with 28 bedrooms and associated parking.

BACKGROUND

The applicant requests rezoning, land use, and large scale development approval for a shelter/rehabilitation home within a unique R-PZD zoning district on the subject property. The proposed zoning would allow for a maximum of 19 units/acre. The density is based on the requested 28 bedrooms on the developed 1.5 acres. The facility will not function as a typical multi-family development; while there are bedrooms that may qualify as dwelling units, the purpose and use of the request is for a shelter/rehabilitation center. Planning Area 1 will include the proposed building and parking lot; Planning Area 2 will serve as a tree preservation/buffer area, for a combined area of 3 acres. The first floor of the facility will contain approximately 14,365 sq. ft. of which 9,201 sq. ft. will be bedroom space and 5,164 sq. ft. will be office space. The second floor of the facility will contain approximately 2,806 sq. ft. and will only contain future space for additional bedrooms. If additional space is needed in the future, the applicants have indicated the location for a 2,800 sq. ft. addition on the east side of the main structure that will be for additional bedrooms. The maximum size of the building including the second floor and future addition is approximately 19,971 sq. ft.

DISCUSSION

The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation for approval. Recommended conditions were approved by the Planning Commission and are reflected in the attached staff report.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 07-2531, P.A.H. FACILITY, LOCATED AT IVEY LANE, ¼ MILE EAST OF HIGHWAY 265; CONTAINING APPROXIMATELY 3.00 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN

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

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

From R-A, Residential Agricultural to R-PZD 07-2531
P.A.H. Facility as shown in Exhibit "A" and depicted in
Exhibit "B" attached hereto and made a part hereof.

Section 2: That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council; further, that the conditions of approval shall be filed and available for viewing in the office of the City Clerk/Treasurer of the City of Fayetteville

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

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

PASSED and APPROVED this day of , 2007.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

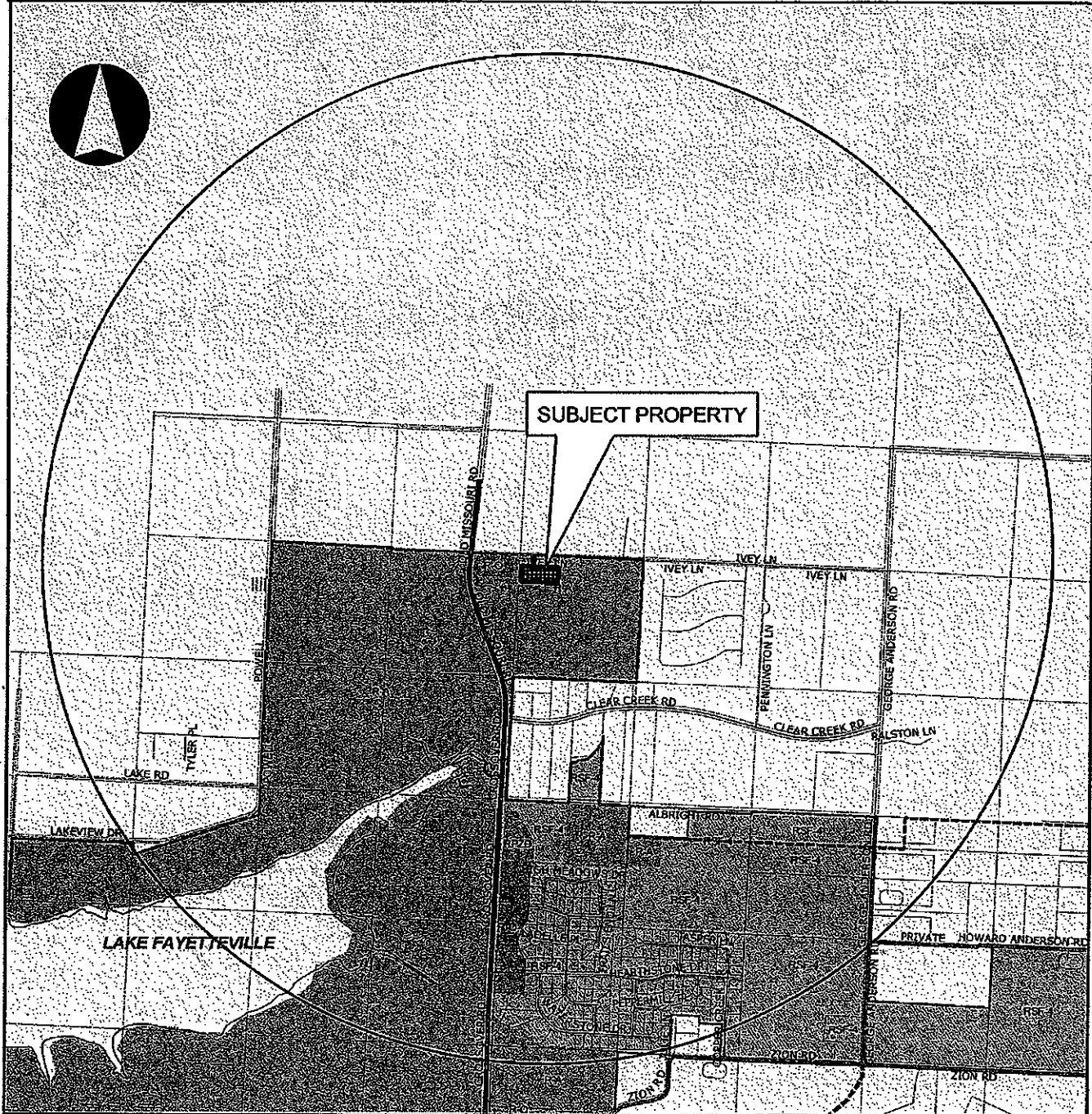
By: _____
SONDRA SMITH, City Clerk/Treasurer

EXHIBIT "A"

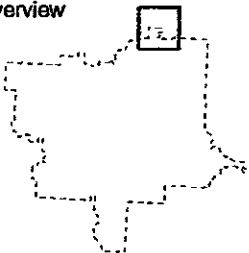
PZD07-2531

One Mile View

P.A.H. FACILITY



Overview



Legend

Subject Property

PZD07-2531

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

EXHIBIT "B"
R-PZD 07-2531

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 18, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID FORTY (40) ACRE TRACT; THENCE SOUTH 87° 24' 50" EAST 148.91 FEET TO A POINT; THENCE SOUTH 02° 35' 10" WEST 40.44 FEET TO THE POINT OF BEGINNING, SAID POINT BEING TWENTY-FIVE (25) FEET SOUTHERLY AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE SOUTH 02° 35' 08" WEST 102.85 FEET TO A POINT; THENCE SOUTH 87° 24' 50" EAST 263.31 FEET TO A POINT; THENCE SOUTH 02° 35' 08" WEST 165.93 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 387.78 FEET TO A POINT; THENCE NORTH 02° 35' 08" EAST 165.94 FEET TO A POINT; THENCE PARALLEL TO CENTERLINE OF IVEY ROAD SOUTH 87°24'50" EAST 114.47 FEET; THENCE NORTH 02°35'08" EAST 102.85 FEET TO A POINT BEING TWENTY-FIVE (25) FEET SOUTHERLY AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE PARALLEL TO SAID CENTERLINE OF IVEY ROAD SOUTH 87°24'50" EAST 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES MORE OR LESS.

TOGETHER WITH A UTILITY EASEMENT TWENTY FEET IN WIDTH WITH A CENTERLINE LOCATED 35 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF IVEY ROAD.

BUFFER EASEMENT

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 18, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID FORTY (40) ACRE TRACT; THENCE SOUTH 87° 24' 50" EAST 148.91 FEET TO A POINT; THENCE SOUTH 02° 35' 10" WEST 40.44 FEET TO THE POINT OF BEGINNING, SAID POINT BEING TWENTY-FIVE (25) FEET SOUTHERLY AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE SOUTH 87° 24' 50" EAST 309.99 FEET PARALLEL WITH SAID CENTERLINE OF IVEY ROAD TO A POINT; SOUTH 03° 39' 50" WEST 290.05 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 451.08 FEET TO A SET IRON PIN; THENCE NORTH 03° 39' 50" EAST 290.05 FEET TO A POINT, SAID POINT BEING TWENTY-FIVE (25) SOUTHERLY OF AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE PARALLEL TO SAID CENTERLINE OF IVEY ROAD SOUTH 87°24'50" EAST 131.09 FEET TO A POINT; THENCE SOUTH 02° 35' 08" WEST 102.85 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 114.47 FEET TO A POINT; THENCE SOUTH 02° 35' 08" WEST 165.94 FEET TO A POINT; THENCE SOUTH 87° 24' 50" EAST 387.78 FEET TO A POINT; THENCE NORTH 02° 35' 08" EAST 165.93 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 263.31 FEET TO A POINT; THENCE NORTH 02° 35' 08" EAST 102.85 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES MORE OR LESS. BUFFER EASEMENT SUBJECT TO INGRESS/EGRESS TO THE "TEMPORARY SEPTIC SYSTEM AREA

EASEMENT- LEASE AREA" ADJOINING THE EAST SAID OF THE SAID "BUFFER
EASEMENT" WITH THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF SAID
SEPTIC SYSTEM

CONDITIONS OF APPROVAL:

R-PZD 07-2531

Page 1 of 2

Staff recommends the following conditions of approval associated with R-PZD 07-2531 (P.A.H. Facility).

1. Though Use Unit 26 (Multi-family) is a permitted use by right, the use of the property shall conform with the stated intent of a shelter/rehabilitation center as noted in the project submittal booklet and staff report.
2. The associated property line adjustment shall be filed of record after City Council approval of the Planned Zoning District, but before approval of a building permit.
3. Conditions of approval included in the tree preservation and landscape plan reports prepared by the Urban Forester are included in the official conditions of approval, herein.
4. All requirements of the Fayetteville Fire Department associated with service of the facility shall be completed prior to Certificate of Occupancy unless otherwise approved by the Fire Chief.
5. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
6. All development shall meet applicable building codes and other ordinances of the City of Fayetteville.
7. Phasing: This project is required to obtain all permits in accordance with the timeframe for LSD's as outlined in the Unified Development Code Chapter 166.20, with the exception of the 2,800 future addition which may be constructed at some future date pursuant to all applicable ordinances and conditions of R-PZD 07-2531.

Standard Conditions of Approval:

8. All mechanical and utility equipment on the wall and/or on the ground shall be screened. All roof mounted utilities and mechanical equipment shall be screened by incorporating screening to the structure utilizing materials compatible with the supporting building. Smaller ground-mounted equipment may be screened with tall grasses or shrubs. A note shall be added to all construction documents indicating as such.
9. The proposed location of the trash enclosure will not be visible from any right-of-way and therefore screening of the dumpster shall be at the discretion of the developer(s). Should the location of the trash enclosure change, or if additional trash enclosures are required, the owner/developer shall coordinate these changes with the Planning Department pursuant to all applicable ordinances.
10. All freestanding and wall signs shall comply with ordinance specifications for location, size,

CONDITIONS OF APPROVAL:

R-PZD 07-2531

Page 2 of 2

type, number, etc. Signs are not allowed to be placed in utility easements.

11. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
12. 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).
13. Provide a CD containing the proposed Large Scale Development drawings in AutoCad or similar digital format.
14. 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.
15. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
16. Large scale development shall be valid for one calendar year.
17. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - d. Project Disk with all final revisions
 - e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
 - a. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.



PC Meeting of May 14, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: ~~May 9, 2007~~ Updated May 17, 2007

R-PZD 07-2531: Planned Zoning District (P.A.H. FACILITY, 599): Submitted by CITY OF FAYETTEVILLE for property located at IVEY LANE, ¼ MILE E. OF HWY 265. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 3.00 acres. The request is for Master Development Plan rezoning, land use, and large scale development approval for a 19,971 sq. ft. residential shelter facility and associated parking.

Planner: Jesse Fulcher

Findings:

Background: The Subdivision Committee approved a lot split request for the City of Fayetteville on November 3, 2005. The request was to split approximately 68.91 acres of property owned by the City of Fayetteville into three tracts of 1.50 (P.A.H. Facility property), 44.90 and 6.63 acres. The 44.90 acre tract includes a 1.50 acre buffer easement that surrounds the P.A.H. property and is included in the Planned Zoning District request, a 0.69 acre temporary septic system easement that will be utilized by P.A.H. and a 70' wide ingress/egress easement that will provide access from Ivey Lane to the proposed development.

Property Description: The subject property contains 3.00 acres (1.5 acres is proposed for development and the other 1.5 acres will remain as a natural buffer and tree preservation area) located on Ivey Lane, east of N. Crossover Road. The site is zoned R-A and is generally flat, undeveloped, pasture land.

Proposal: The applicant requests rezoning, land use, and large scale development approval for a shelter/rehabilitation home within a unique R-PZD zoning district on the subject property. The proposed zoning would allow for a maximum of 19 units/acre. The density is based on the requested 28 bedrooms on 1.5 acres. The facility will not function as a typical multi-family development; while there are bedrooms that may qualify as dwelling units, the purpose and use of the request is for a shelter/rehabilitation center. Planning Area 1 will include the proposed building and parking lot; Planning Area 2 will serve as a tree preservation/buffer area, for a combined area of 3 acres. The first floor of the facility will contain approximately 14,365 sq. ft. of which 9,201 sq. ft. will be bedroom space and 5,164 sq. ft. will be office space. The second

floor of the facility will contain approximately 2,806 sq. ft. and will only contain future space for additional bedrooms. If additional space is needed in the future, the applicants have indicated the location for a 2,800 sq. ft. addition on the east side of the main structure that will be for additional bedrooms. The maximum size of the building including the second floor and future addition is approximately 19,971 sq. ft.

First Floor	5,164 sq. ft. (office space) and 9,201 sq. ft. (bedrooms)
Second Floor	2,806 sq. ft. (bedrooms)
Future Addition	2,800 sq. ft. (bedrooms)

The project booklet and the plats provided give the zoning criteria in detail. Please reference this provided material for more information. These documents are binding to the zoning of the property.

Phasing: The applicant proposes to develop P.A.H. Facility in one phase in accordance with the standard timeframe required upon Large Scale Development Approval.

Subdivision Committee Discussion May 3, 2007: The following questions and concerns were voiced at the Subdivision Committee meeting:

1. Preservation of existing trees adjacent to a proposed waterline easement and fence. *The applicant's intent is to preserve as much of the existing canopy as possible for the purposes of privacy and screening. The applicants intend to preserve 23.5% of the existing 28.9% tree canopy. The removal of canopy is due to the need for an driveway from Ivey Lane to serve the development and for a required easement from Ivey Lane into the development. The proposed fence will not remove any existing canopy.*
2. The use of property as described seemed to be more of an institutional use rather than a residential use. *The proposed use of the property is for a family shelter that will provide transitional/short-term housing for people coming from abusive environments. The facility will also contain office space for staff and counselors and individual rooms for families.*
3. Clarification was requested regarding the 1.5-acre site and the 1.5-acre buffer. Staff has included some documentation regarding the use of each property. The interior 1.5-acre property will be owned by the Project for Victims of Family Violence, Inc. (d.b.a. Peace at Home Family Shelter) and will contain all of the developed area. The outer 1.5-acre property will be leased from the City of Fayetteville by the P.A.H. Facility until such time that the City of Fayetteville sells the surrounding land, which includes the 1.5-acre tract. At such time, the outer 1.5-acre tract will be deeded to the P.A.H. Facility bringing the total land area to 3 acres.

Surrounding Land Use/Zoning:

Direction from Site	Land Use	Zoning
North	Single-family residence	City of Springdale
South	Undeveloped	R-A, Residential Agricultural
East	United Way Office	R-O, Residential Office
West	Undeveloped	R-A, Residential Agricultural

Water & Sewer: Water service is available through the City of Springdale. Sewer service is currently not available to the property. A septic system is proposed to be constructed within a temporary lease area provided by the City of Fayetteville. At such time that sewer service is available to the property, the septic system shall be removed and the development will connect to a sewer main.

Access: Access to the proposed development would be directly off of Ivey Lane, which is located within the City of Springdale by means of a 24' wide driveway that will be constructed within an existing access easement that was dedicated by the City of Fayetteville. A parking lot will be constructed interior to the property.

Adjacent Master Street Plan Streets: Ivey Lane (Local Street)

Street Improvements: City of Fayetteville will be in discussions with the City of Springdale to determine the extent of any improvements to Ivey Lane, which is located within the City of Springdale.

Tree Preservation:

Existing Canopy:	28.9%
Preserved Canopy:	23.5%
Required Canopy:	25%
Mitigation Required:	Yes; 9 (2) inch caliper trees planted on-site.

Recommendation: Staff recommends forwarding **R-PZD 07-2531** to the City Council with a recommendation for approval with the following conditions of approval:

Conditions of Approval:

1. Though Use Unit 26 (Multi-family) is a permitted use by right, the use of the property shall conform with the stated intent of a shelter/rehabilitation center as noted in the project submittal booklet and staff report.
2. The associated property line adjustment shall be filed of record after City Council approval of the Planned Zoning District, but before approval of a building permit.
3. Conditions of approval included in the tree preservation and landscape plan reports prepared by the Urban Forester are included in the official conditions of approval, herein.
4. All requirements of the Fayetteville Fire Department associated with service of the facility shall be completed prior to Certificate of Occupancy unless otherwise approved by the Fire Chief.
5. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

6. All development shall meet applicable building codes and other ordinances of the City of Fayetteville.
7. Phasing: This project is required to obtain all permits in accordance with the timeframe for LSD's as outlined in the Unified Development Code Chapter 166.20, with the exception of the 2,800 future addition which may be constructed at some future date pursuant to all applicable ordinances and conditions of R-PZD 07-2531.

Standard Conditions of Approval:

8. All mechanical and utility equipment on the wall and/or on the ground shall be screened. All roof mounted utilities and mechanical equipment shall be screened by incorporating screening to the structure utilizing materials compatible with the supporting building. Smaller ground-mounted equipment may be screened with tall grasses or shrubs. A note shall be added to all construction documents indicating as such.
9. The proposed location of the trash enclosure will not be visible from any right-of-way and therefore screening of the dumpster shall be at the discretion of the developer(s). Should the location of the trash enclosure change, or if additional trash enclosures are required, the owner/developer shall coordinate these changes with the Planning Department pursuant to all applicable ordinances.
10. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Signs are not allowed to be placed in utility easements.
11. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
12. 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).
13. Provide a CD containing the proposed Large Scale Development drawings in AutoCad or similar digital format.
14. 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.
15. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.

16. Large scale development shall be valid for one calendar year.

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

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

Additional conditions:

18. _____

Planning Commission Action:

☐ Tabled

☒ Forwarded to City Council

Motion: Myers

Second: Pate

Vote: 8-0-0

Meeting Date: May 14, 2007

Comments: _____

The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

Signature

Date

Findings associated with MDP R-PZD 07-2531 (P.A.H Facility)

Sec. 166.06. Planned Zoning Districts (PZD).

(E) Approval or Rejection Criteria for Planned Zoning Districts

The following criteria shall be considered by the Planning Commission and City Council in the review of a planned zoning district application based on the proposed master development plan:

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2025;

FINDING: The Future Land Use Plan adopted as part of City Plan 2025 designates this property as Civic and Private Open Space/Parks, as part of the City's owned property. The City Council has opted to sell a portion of the property, however (1.5 acres), to be utilized for a facility as proposed herein. A zoning action is required, and comments herein reflect this review. The proposed development is in compliance with the requirements of the Unified Development Code, specifically Chapter 166.06 Planned Zoning District. Rezoning this property to R-PZD 07-2531 for a family shelter with a 1.5-acre tree preservation/buffer area is consistent with land use planning objectives and provides for a development that is compatible with surrounding land uses.

- (2) Whether the application is in compliance with all applicable statutory provisions;

FINDING: The application has been reviewed and found to be compliant with applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

FINDING: The impact of the rezoning and subsequent development would require the provision of public facilities, at the cost of the developer. However, the nature and scale of the development will not substantially impact public facilities and services. As indicated in the submittal and the staff report, certain measures are to be taken to ensure adequate infrastructure improvements are made by the developer to ensure the level of service does not decline due to the proposed development.

- (4) Whether the rezoning is compatible with the surrounding land uses;

FINDING: The rezoning request, combined with the Master Development Plan, would allow for the development of a facility that provides short-term housing for people coming from abusive environments. The proposed zoning criteria and master development plan would consist of a two-story housing facility and an interior parking area, all surrounding by a 1.5-acre buffer/tree preservation area. The building design and materials in conjunction with the 1.5-acre, densely wooded buffer area provides for an acceptable development that is compatible with both the surrounding residential properties and

undeveloped rural lands.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

FINDING: The subject property is an undeveloped relatively flat site with tree canopy concentrated along the Ivey Lane. It is the intent of the developer to maintain as much of the vegetative buffer as possible. The only reason for removal of canopy along Ivey Lane is due to the need for a 20' utility easement to serve the development.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

FINDING: The intended land use for a family shelter, which will also include support staff, will have minimal impact to the existing traffic conditions. This site has direct access to Ivey Lane, which intersects Crossover Road (State HWY 265). Improvements to Ivey Lane have not been recommended at this time, due to the fact that it is located within the City of Springdale. Staff will be in contact with the City of Springdale to determine if any improvements will be required.

- (7) Whether the planned development provides for unified development control under a unified plan;

FINDING: The booklet and master development plans submitted provide for said unified development control.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

FINDING: No other zoning considerations are proposed to be violated.

(B) Development standards, conditions and review guidelines

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

FINDING: The proposed P.A.H. Facility will provide a high level of compatibility with surrounding properties by using materials and architectural features that are consistent with residential design. Offices for the United Way are located to the west of the subject property; however, the majority of properties along Ivey Lane are rural-residential in nature. By preserving a large percentage of the existing tree canopy, the development will respect the natural site amenities and at the same time provide a wooded buffer between the public right-of-way and the building. Additionally, the parking area for the development will be located behind the building, far out of view from passing motorists.

- (2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

FINDING: Screening and landscaping will be required for any parking areas adjacent to the street, although the tree preservation area will entirely screen both the building and parking lot. Landscaping is to be provided interior to the site in compliance with the Unified Development Code.

- (3) *Traffic circulation.* The following traffic circulation guidelines shall apply:
- (a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.
 - (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
 - (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.
 - (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.
 - (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.
 - (f) Design provisions for ingress and egress for any site along with service drives and

interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: As indicated on the site plan and referred to in the project booklet, a single point of access into the development will be provided directly off of Ivey Lane.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: Parking will be provided in an interior surface parking lot. All parking ratios have been met and reviewed in detail as part of the large scale development.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

FINDING: This requirement has been met.

- (6) *Sidewalks.* As required by §166.03.

FINDING: Public sidewalks are not proposed to be constructed with the development as the street right-of-way in which the sidewalks would be located is within the City of Springdale.

- (7) *Street Lights.* As required by §166.03.

FINDING: One street light is proposed to be constructed at the entrance to the development.

- (8) *Water.* As required by §166.03.

FINDING: Public water is to be provided by the City of Springdale.

- (9) *Sewer.* As required by §166.03.

FINDING: Sewer service is currently not available to the property. A septic system is proposed to be constructed within a temporary lease area provided by the City of Fayetteville. At such time that sewer service is available to the property, the septic system shall be removed and the development will connect to a sewer main.

- (10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

- (a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

(b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

- (i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.
- (ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.
- (iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.
- (iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.
- (v) The plat of the planned development shall designate each private street as a "private street."
- (vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.
- (vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.
- (viii) The width of private streets may vary according to the density served. The following standard shall be used:

Paving Width
(No On-Street Parking)

Dwelling Units	One-Way	Two-Way
1 - 20	14'	22'
21+	14'	24'

***Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

- (ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.
- (x) There shall be no minimum building setback requirement from a private street.
- (xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

FINDING: The applicant does not propose public or private streets.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: All development on the site shall be phased according to the phasing plan and conditions herein.

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: A full Tree Preservation Plan has been submitted as part of the Large Scale Development and will comply with the requirements for tree preservation as set forth in Chapter 167. The majority of the existing tree canopy along Ivey Lane will remain.

- (13) *Commercial design standards.* All PZD developments that contain office or

commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

FINDING: The structure is principally residential in nature and is not subject to commercial design standards.

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

FINDING: No scenic views are identified, and the height of proposed structure (two story) is not out of proportion with any surrounding properties.

(E) *Revocation.*

- (1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:
- (a) *Building permit.* If no building permit has been issued within the time allowed.
 - (b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.
 - (c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the

event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.

- (3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

- (1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.

- (2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:

- (a) The homeowner's association must be legally established before building permits are granted.
- (b) Membership and fees must be mandatory for each home buyer and successive buyer.
- (c) The open space restrictions must be permanent, rather than for a period of years.
- (d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.
- (e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property. The association must be able to adjust the assessment to meet changing needs.

FINDING: The applicant shall comply with these requirements.

Sec. 161.25 Planned Zoning District

(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) Compatibility. Providing for compatibility with the surrounding land uses.
- (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) No negative impact. Does not have a negative effect upon the future development of the area;
- (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: Staff finds that the proposal meets many of the purposes and intents of the Planned Zoning District Ordinance. As noted within the PZD ordinance, the rezoning of property to the PZD may be deemed appropriate if the development proposed for the

district can accomplish one or more of the following goals:

- 1. Compatibility – As noted in previous findings, the development provides flexibility through building design and by preserving existing tree canopy to serve as a natural buffer.**
- 2. Harmony – The proposed PZD allows for a creative and orderly arrangement of land uses that would not be permitted under a standard zoning designation. Additionally, the development provides a service that will benefit numerous individuals and families within our community.**
- 3. No negative impact – The proposed development provides an appropriate land use transition from Crossover Road and should not negatively impact future development.**
- 4. Natural Features – The proposed development will have minimal impact on the existing wooded area along Ivey Lane. This area will be included within a tree preservation easement to ensure protection from future development.**

(B) **Rezoning.** Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

FINDING: The submitted development plats and Master Development Plan booklets, along with the conditions of approval found applicable and appropriate, are binding with the approval of the requested rezoning. Should the Planning Commission forward this item to the City Council, an ordinance will be drafted for consideration of rezoning this property in accordance with the submittal herein.

(C) *R – PZD, Residential Planned Zoning District.*

- (1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:
 - (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's City Plan 2025 and the orderly development of the city.
 - (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.

- (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
- (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
- (e) To encourage the efficient use of those public facilities required in connection with new residential development.

FINDING: Staff is recommending approval of this application, finding the proposed PZD meets the intent of the PZD ordinance as noted above.

- (2) *Permitted Uses.* All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

FINDING: Permitted and Conditional uses are outlined in both the Master Development Plan booklets and plats.

- (4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

FINDING: The majority of structure will be utilized as a residential type facility, although approximately 5,600 sq. ft. will be dedicated office space for counselors and staff.

(F) *Bulk and area regulations*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - (a) The densities of surrounding development;
 - (b) the densities allowed under the current zoning;
 - (c) the urban development goals and other policies of the city's General Plan;
 - (d) the topography and character of the natural environment; and
 - (e) the impact of a given density on the specific site and adjacent properties.

FINDING: Although Use Unit 26 (Multi-family dwellings) is a permitted use by right, the facility will not function as a typically multi-family development. The purpose of the development is to serve as short-term housing for families coming from abusive environments.

- (2) *Lot area and setback requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.

FINDING: The subject development will be located on property that is currently zoned R-A, Residential Agriculture. Part of the reason for the Planned Zoning District request, is that as part of the sale agreement with the City of Fayetteville, only 1.5-acres will be purchased. The purchased property would not meet the minimum lot are requirement of 2 acres and would not meet the minimum lot width of 200'. However, future sale of the surrounding property owned by the City of Fayetteville will result in an additionally 1.5-acres being deeded to the P.A.H. Facility. At this time, the most appropriate manner to review the use of the land is the PZD application process.

- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.

FINDING: The maximum building height for the proposed development is 32'. Any building which exceeds the height of 32' shall be set back from any boundary line of any residential district a distance of 1' for each foot of height in excess of 32'.

- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

FINDING: The maximum building area is 60%.

***Required Findings for Rezoning Request.**

Land Use Plan: *The City Plan 2025 Future Land Use Plan designates this site as a Civic and Private Open Space/Parks, due to its ownership by the City of Fayetteville. Rezoning this property to R-PZD 07-2531, with the associated Master Development Plan, does not meet this designation, due to the fact that the City has approved the sale of the property for said use. However, the proposed plan, commitments, design standards and other conditions placed upon*

the project will result in a compatible development that is consistent with the goals and policies of the Planned Zoning District Ordinance.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: Staff finds that while the development of property located within the Future Land Use designation of Civic and Private Open Space/Parks is not consistent with City Plan 2025, the development as a whole is very consistent with land use principles and policies as adopted by the City Council, and meets the intent of the City Council when it decided to sell this land adjacent to the United Way for this worthwhile purpose. As outlined in the findings of the report, the project meets or exceeds many of the policies adopted with Planned Zoning District ordinance.

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

Finding: At this time the property is zoned R-A, which does not allow for any of the proposed uses. Staff finds that predominantly residential use is appropriate in this location. Rezoning of this property as proposed is advisable.

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

Finding: Based on the low impact development proposal, staff does not find that rezoning the subject property to R-PZD 07-2531 will create or appreciably increase traffic danger.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Staff finds that the proposed development will not alter the population density and thereby undesirably increase the load on public services.

Engineering: The property will be served by the City of Springdale for water service, which will need to be extended to the property at the time of development.

A septic system is proposed to be constructed within a temporary lease area provided by the City of Fayetteville. At such time that sewer service is available to the property, the septic system shall be removed and the development will connect to a sewer main.

The site has access to Ivey Lane, which is currently unimproved in this location. However, the public street is located within the City of Springdale, and any improvements will have to be coordinated there.

Standard improvements and requirements for drainage will be required for the development.

Police: It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter population density and will not create an undesirable increase on police services.

Fire: The subject property is located less than 4.4 miles from Engine No. 4 located at 3385 N. Plainview, with an estimated response time of 11 minutes. After the new Fire Station No. 5 opens at Crossover Road and Old Wire Road the response time will be reduced to 5 minutes.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A



PC Meeting of May 14, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

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

TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville Planning Commission

From: Sarah K. Patterson, Urban Forester

Date: May 9, 2007

ITEM # PZD 07-2531: Planned Zoning District (Peace at Home Facility)

Requirements Submitted:

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

Canopy Measurements:

Total Site Area	
acres	3
square feet	130,680
Existing Tree Canopy	
acres	0.869
square feet	37,851
percent of site area	28.9%
Existing Tree Canopy Preserved	
acres	0.71
square feet	30,757
percent of total site area	23.5%
Percent Minimum Canopy Required	25%

FINDINGS:

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

- **This site is primarily open. There is a thick vegetative buffer of significant trees, vines, and shrubs along Ivey Road. It is the intent of**

this development to maintain as much of that vegetative buffer as possible. The only reason for removal of canopy in the above calculations is due to the request of the utility companies for an additional 20 foot easement to access the site. It is the intent of the applicants to try to preserve as much of the canopy within that area as possible although by ordinance it can not be counted in their favor.

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

- **Environmental degradation should not occur on this site.**

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

- **Canopy removed should not affect the adjacent property owners.**

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

- **N/A**

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

- **Size and shape of the lot should not reduce flexibility of design.**

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

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

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

- **The trees marked for removal are found within a required utility easement. Once the installation occurs, little additional removal should be required as all will be underground.**

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

- **Canopy removed on this site is for the installation of essential public utilities. The applicant wishes to keep all vegetation possible but by ordinance can not count it as preserved.**

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

- **With the thick buffer, there is little flexibility with location utilities without impacting these trees.**

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

- **N/A**

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

- **Mitigation will be required on the site to replace the 1,913 square feet of canopy removed. These mitigation trees will be extremely beneficial to this area.**

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

- **N/A**

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

- **N/A**

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

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

Conditions of Approval:

- 1. The applicant is showing more mitigation trees than required. There are several trees planned in the parking lot that are in excess of the requirements. Before construction documents and the final landscape plan have been approved, staff would recommend revising this plan and delineating those specific trees as mitigation trees.**
- 2. Mitigation will be required to replace 1,913 square feet of canopy removed. This will equal 9 (2) inch caliper large species trees to be planted on-site.**
- 3. Before final Certificate of Occupancy these 9 trees must be planted and a letter of credit, bond, or check shall be deposited with the City of Fayetteville for \$2,250. This amount is held for 3 years and released after the Urban Forester has inspected the trees and found them to be 90% healthy or better.**
- 4. On the easement plat, the treed buffer area along Ivey Road will be dedicated as a Tree Preservation Area to ensure future protection. This dedication will removal all developmental rights from the land. The area should not include any of the utility easements including drainage. Please have this Area called out and the Tree Preservation Area Signature Block added to the easement plat.**



PC Meeting of May 14, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

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

LANDSCAPE REVIEW FORM

To: Fayetteville Planning Commission
From: Sarah K. Patterson, Urban Forester
Date: May 9, 2007

ITEM #: PZD 07-2531: Planned Zoning District (Peace at Home Facility)

Applicable Requirements:

Y	Site Development & Parking Lot Standards
NA	I-540 Design Overlay
NA	Street Tree Planting Standards
Y	Stormwater Facilities

Plan Checklist:

Y= submitted by applicant
N=requested by City of Fayetteville
NA= not applicable

Preliminary Submittal	Final Submittal	
		All Landscape Plans
Y		Irrigation notes either automatic or hose bib
Y		Species of plant material identified
Y		Size of plant material at time of installation indicated
Y		Soil amendments notes include that soil is amended and sod removed
Y		Mulch notes indicate organic mulching around trees and within landscape beds
N		Plans stamped by a licensed Landscape Architect
Y		Planting details according to Fayetteville's Landscape Manual
		Site Development & Parking Lot Standards
Y		Wheel stops/ curbs
Y		Interior landscaping Narrow tree lawn (8' min width, 17' min length/ 1 tree per 12 spaces) Tree island (8' min. width/1 tree per 12 spaces)

Preliminary Submittal	Final Submittal	
Y		Perimeter landscaping <i>Side and rear property lines (5' landscaped)</i> <i>Shade trees as described in street tree planting standards,</i> <i>Parking lot adjacent to R.O.W.- continuous planting of shrubs-at least 8 per tree- and ground cover -50% evergreen)</i>
		Overlay District Requirements
NA		Greenspace adjacent to street R.O.W. (25' wide)
NA		Large street trees planted every 30' L.F. along R.O.W.
NA		25% of total site area left in greenspace (80% landscape)
NA		Parking lots and outdoor storage screened with landscaping
		Street Tree Planting Standards (time of F.P. or permit)
NA		Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible
NA		Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
NA		Urban Tree Wells-urban streetscape only-8 foot sidewalk
NA		Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan
NA		Timing of planting indicated on plans (subdivisions only)
NA		Written description of the method for tracking plantings
		Stormwater Facilities (time of F.P. or permit)
Y		1 deciduous or evergreen tree/ 3000 square feet
Y		4 large shrubs (3 gal) or small trees / 3000 square feet
Y		6 shrubs or grasses (1 gal) / 3000 square feet
Y		Ground cover unless seed or sod is specified
Y		50% of facility planted with grass or grass like plants

Conditions of Approval:

1. Please review the report above and address all comments marked with the letter N.
2. Prior to building permit, a cost estimate for all required landscape is to be submitted to the Urban Forester for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.

(Engineering Comments)

PZD 07-2531: Planned Zoning District (P.A.H. FACILITY, 21): Submitted by CITY OF FAYETTEVILLE for property located at IVEY LANE, 1/4 MILE E OF HWY 265. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.50 acres. The request is for a residential facility with 5677 s.f. and associated parking.

Planner: Jesse Fulcher

Public water is located along Ivey Road. This property is served by the City of Springdale for water service. Water service will need to be extended to the property at the time of development.

Sanitary sewer is not available on the site. A septic system is proposed for this development.

The site has access to Ivey Lane. Ivey Lane is an unimproved, narrow roadway in this location. This public street is located within the City of Springdale.

Standard improvements and requirements for drainage will be required for the development.

4. RZN 07-2520: (KARAS, 439): Submitted by ROBERT KARAS for property located at 4041 W. WEDINGTON DRIVE. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.50 acres. The request is to rezone the subject property to R-O, Residential Office.

Planner: Jesse Fulcher

Public water is located adjacent to the site. There is an 18" waterline along the south side of Wedington Drive. Water service may need to be extended through the property at the time of development.

Sanitary sewer is available on the site. There is a 6" sewer main through the property. Improvements to the sewer system may be required dependent upon the demand placed by the development. The capacity of the existing main may need to be studied at the time of development.

The site has access to Wedington Drive. Wedington is an improved 4 lane state highway in this location.

Standard improvements and requirements for drainage will be required for the development.

RZN 00-2547: (WINDSOR S/D, 513): Submitted by JORGENSEN & ASSOC for property located at 6350 SELLERS ROAD. The property is zoned RSF-2, SINGLE FAMILY - 2 UNITS/ACRE and contains approximately 34.44 acres. The request is to rezone lot 34-67 to RSF-4, Residential Single Family, 4 units per acre. Lots 1-33 to remain the current designated zoning of RSF-2.

Planner: Andrew Garner

Public water is located adjacent to the site. There is an 8" waterline along Double Springs Road. Water service has been extended through the property at the time of development.

Sanitary sewer will be available on the site. There is a proposed sewer lift station on the property to the northeast of this development. There are currently discussions between the

Date 3/27/07

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed **PZD 07-2531: Planned Zoning District (P.A.H. Facility, 21):** Submitted by **City of Fayetteville** for property located at **Ivey Lane, ¼ mile E. of Hwy. 265** would substantially alter the population density and thereby increase the load on public services and create an appreciable increase in traffic danger and congestion. The property is **zoned R-A and contains approximately 1.50 acres.** The request is for a **residential facility with 5677 s.f. and associated parking.**

It is the opinion of the Fayetteville Police Department that this PZD **will not** substantially alter the population density or create an undesirable increase in the load on police services. It **will not** create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown
Fayetteville Police Department



Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson *✓*
Asst Chief Bud Thompson
From: Captain Dale Riggins
Date: April 3, 2007
Re: April 4, 2007 Zoning Review – Fire Department Comments

PZD 07-2531 (PAH Facility)

This 1.5 acres is covered by Engine 4 and Ladder 4 located at 3385 N Plainview. It is 4.4 miles from the station with an expected response time of 11 minutes. Once the new Station 5, located at Old Wire and Crossover, opens the response time will be reduced to 5 minutes. The Fire Departments anticipates 6 (4 EMS – 2 Fire/Other) calls for service per year when the facility is opened and at maximum capacity. There should be no adverse effects on our call volume or response time.

PZN 07-2528 (Karas)

This 1.5 acres is covered by Engine 7 at 835 Ruppel Road. It is .6 miles from the station with an expected response time of 2 minutes. Measured Hydrant Flow in this area is 1532 gallons/minute. We do not figure anticipated calls for service on properties that are to be zoned C-1 although typically this kind of development does not adversely affect our call volume.

RZN 07-2547 (Windsor S/D)

This 34.4 acres are covered by Engine 7 at 835 Ruppel Road. It is 3.4 miles from the station with an expected response time of 7.5 minutes to the beginning of this development. This response time is above our goal of having the first unit on the scene within 6 minutes, 90% of the time, and our goal of assembling all responding units to the scene of a moderate risk assignment within 10 minutes, 90% of the time. The Fire Department anticipates 36 (22 EMS – 14 Fire/Other) calls for service per year once the development is built and maximum build out has occurred. The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time.

Please feel free to contact me if you have any questions concerning the comments

Dale Riggins

Captain Dale Riggins
Fayetteville Fire Department



Bates & Associates, Inc.

Civil Engineering & Surveying

3561 N. College / Fayetteville, AR 72703

PH: 479-442-9350 / FAX: 479-521-9350

March 15, 2007

Planning Staff
City of Fayetteville
113 West Mountain St.
Fayetteville, AR 72701

Re: 06-851 Peace at Home
Ivey Road, ¼ mile east of Hwy 265, Fayetteville, Arkansas

Dear Planning Staff,

The proposed development is a Housing Facility, which is located on the south side of Ivey Road, ¼ mile east of Hwy 265. Currently the site is a 1.50 acre undeveloped tract with no tree cover. It is the intent of the owner to presently construct one Rehabilitation Home, with paved areas for parking along with the necessary utilities.

Owner: PAH
PO BOX 1923
Fayetteville, AR 72702

Sincerely,

Kashi Kumar, E.I.

Bates & Associates, Inc.

City of Fayetteville, Arkansas
**ADJOINING PROPERTY OWNERS NOTIFICATION
OF UPCOMING PUBLIC HEARING**

Today's Date: April 10, 2007

APPLICANT/REPRESENTATIVE CONTACT INFO:

Kash Kumar EL.
Bates & Associates, Inc.
3561 N. College Ave.
Fayetteville, AR 72703

Sub-Division Meeting:

Thursday, May 3rd, 2007 at 9:00 a.m.
Fayetteville City Administration Building
113 W. Mountain Street, Room 219

Planning Commission Meeting:

Monday, May 14th, 2007 at 5:30 p.m.
Fayetteville City Administration Building
113 W. Mountain Street, Room 219

PROJECT DESCRIPTION:

Name: PAH

Address/Location: The property is located East of Highway 265 adjacent to the United Way building along Ivey Ln.

Description of project plans: PAH is a women's shelter. The project consists of one building to be located behind an existing tree buffer area. The project will also consist of associated parking, detention and a fence.

ADJOINING PROPERTY OWNERS COMMENTS

(Return Comments to City of Fayetteville Planning Division in Stamped Enclosed Envelope)

☒ I have been notified of the above meetings for the described project.

☐ I do not object to the project described above.

☐ I do object to the project described above.

JARVIS & Betty Teague
Name of Property Owner (Printed)

Jarvis Teague
Signature of Property Owner

1458 Ivey Lane
Springdale, AR. 72764

NOTE: Before Decision on Project
I would like to know more of
where the Building would be located
Behind the United Way building and,
also from where my house is located
and the proposed site of your structure
across street (Ivey Ln.) also, important
as to where your drive would be
located as to entrance of building -
Please reply, or send any picture of
info. you have on location. Thank you,
T. Teague

City of Fayetteville, Arkansas
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OF UPCOMING PUBLIC HEARING**

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☐ I do object to the project described above.

United way Foundation
Name of Property Owner (Printed)

Irish J. Brown
Signature of Property Owner

City of Fayetteville, Arkansas
**ADJOINING PROPERTY OWNERS NOTIFICATION
OF UPCOMING PUBLIC HEARING**

Today's Date: April 10, 2007

APPLICANT/REPRESENTATIVE CONTACT INFO:

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☒ I do not object to the project described above.

☐ I do object to the project described above.

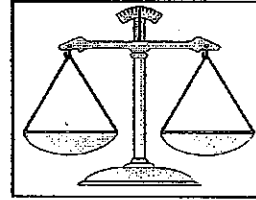
John Buck
Name of Property Owner (Printed)

John Buck for Elizabeth Richardson Center
Signature of Property Owner
3917 S. Old Missouri Rd
Springdale AR 72764

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: December 28, 2004

RE: Peace at Home Family Shelter

A handwritten signature, likely of Kit Williams, written in black ink.

The Project For Victims Of Family Violence, Inc. has secured a substantial grant from the Reynolds Foundation to construct a new Peace at Home Family Shelter to serve Fayetteville and Northwest Arkansas. An ideal location for this new shelter would be on city land off Highway 265 near Lake Fayetteville. This land was appraised earlier this year at \$20,000.00 per acre.

The Donald Reynolds Foundation requires the nonprofit corporation to own the land upon which the new shelter will be built. Thus the Project For Victims Of Family Violence, Inc. needs to purchase 1.5 acres at \$20,000.00 per acre for a total of \$30,000.00. Because of time constraints, the sale of land code section must be waived in order to accomplish this sale so as not to endanger the Reynolds grant to the Project For Victims Of Family Violence, Inc. Therefore, I have drafted an ordinance to that effect and to approve the sale of the 1.5 acres for \$30,000.00.

The Project For Victims Of Family Violence, Inc. also needs a buffer/protection zone of 1.5 acres around their facility which we can lease to them in exchange for the Project For Victims Of Family Violence, Inc.'s services to Fayetteville residents. I have drafted a Lease for Buffer Area and a Resolution to accomplish this.

No sewer is currently available to this site. Once the federal restrictions on development are shifted from this area to Lake Sequoyah, the remaining acreage could be sold to a developer who would be required to provide sewer main service to the whole site (including the Peace at Home Family Shelter). In order to have a buildable site, we need to temporarily lease .69 acres for a sewer system area (septic tank and lateral lines) and a temporary 70-foot wide access easement. Once sanitary sewer mains and access from an internal street are available, these leased areas revert to the City to be sold along with the remaining acreage. I have drafted a Lease and Resolution to accomplish this.

I regret submitting this at the Agenda Meeting, but the final details were not finished in time for inclusion into the tentative Agenda and time constraints require we move forward quickly now so the grant for this vitally needed shelter will not be endangered.

ORDINANCE NO. 4670

AN ORDINANCE TO WAIVE THE REQUIREMENT OF §34.27 OF THE FAYETTEVILLE CODE, AUTHORIZE THE SALE OF 1.5 ACRES FOR AN APPRAISED VALUE OF \$30,000.00 TO THE NON-PROFIT CORPORATION, THE PROJECT FOR VICTIMS OF FAMILY VIOLENCE, INC. AND TO DECLARE AN EMERGENCY

WHEREAS, The Project For Victims Of Family Violence, Inc. is a non-profit corporation which has long served the needs of residents of Fayetteville and surrounding communities, but has outgrown its facility; and

WHEREAS, The Project For Victims Of Family Violence, Inc. has secured a generous grant from the Donald W. Reynolds Foundation to construct a larger and better equipped new facility and needs a more central location to serve not only Fayetteville, but our neighboring cities to the North; and

WHEREAS, this grant could be lost and this needed expanded facility might not be able to be constructed unless the sale of city land can be immediately authorized by the City of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the vital need for an improved and expanded facility for victims of family violence requires an immediate sale of one and one half acres of city property to The Project For Victims Of Family Violence, Inc. at a per acre value as independently appraised earlier in 2004 and therefore waives the formal requirements of §34.27 of the Code of Fayetteville regarding the sale of city land.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the land sale contract attached as Exhibit "A" selling 1.5 acres of city property as described in the deed to The Project For Victims Of Family Violence, Inc. for Thirty Thousand Dollars (\$30,000.00).

Section 3: Emergency Clause. If the sale of this 1.5 acres is not effective immediately, The Project For Victims Of Family Violence, Inc. may lose its substantial grant from the Donald W. Reynolds Foundation which is necessary for the construction of an expanded and improved battered women's shelter to

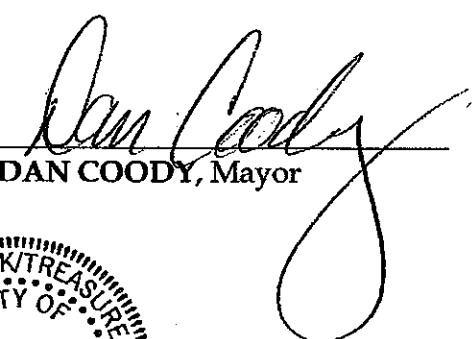


better serve local victims of domestic abuse. Therefore, the city Council hereby determines and declares that an emergency exists, that it is necessary for the preservation of the public peace, health and safety that this ordinance become effective without delay, and that therefore because of this emergency, this ordinance shall be effective immediately upon its passage.

PASSED and APPROVED this 4th day of January, 2005.

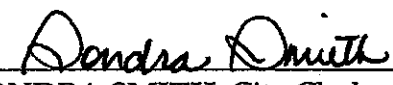
APPROVED:

By:

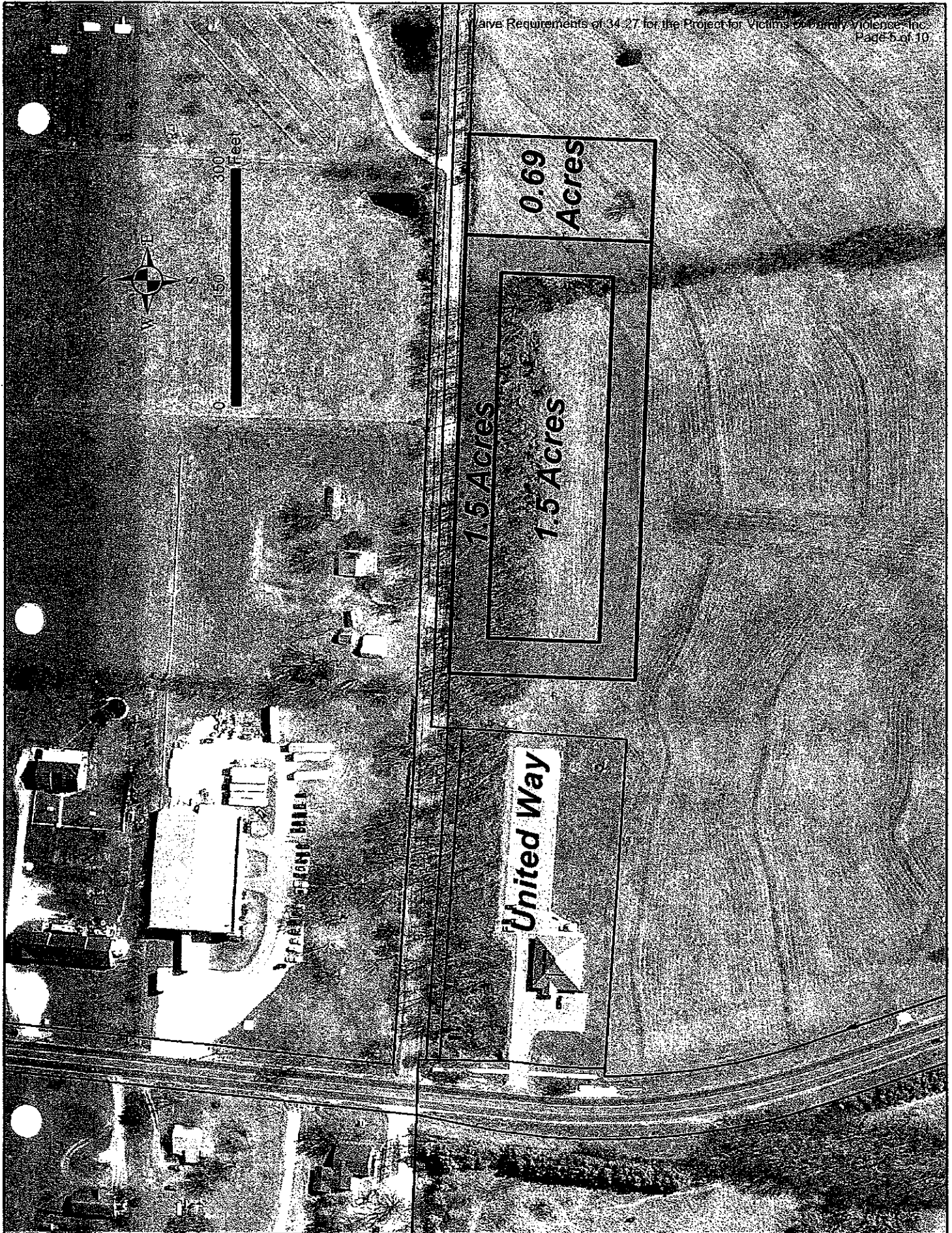

DAN COODY, Mayor

ATTEST:

By:


SONDRA SMITH, City Clerk





FROM : PROJ VICTIMS OF FAM VIOLENCE
FROM :

FAX NO. : 4795871817

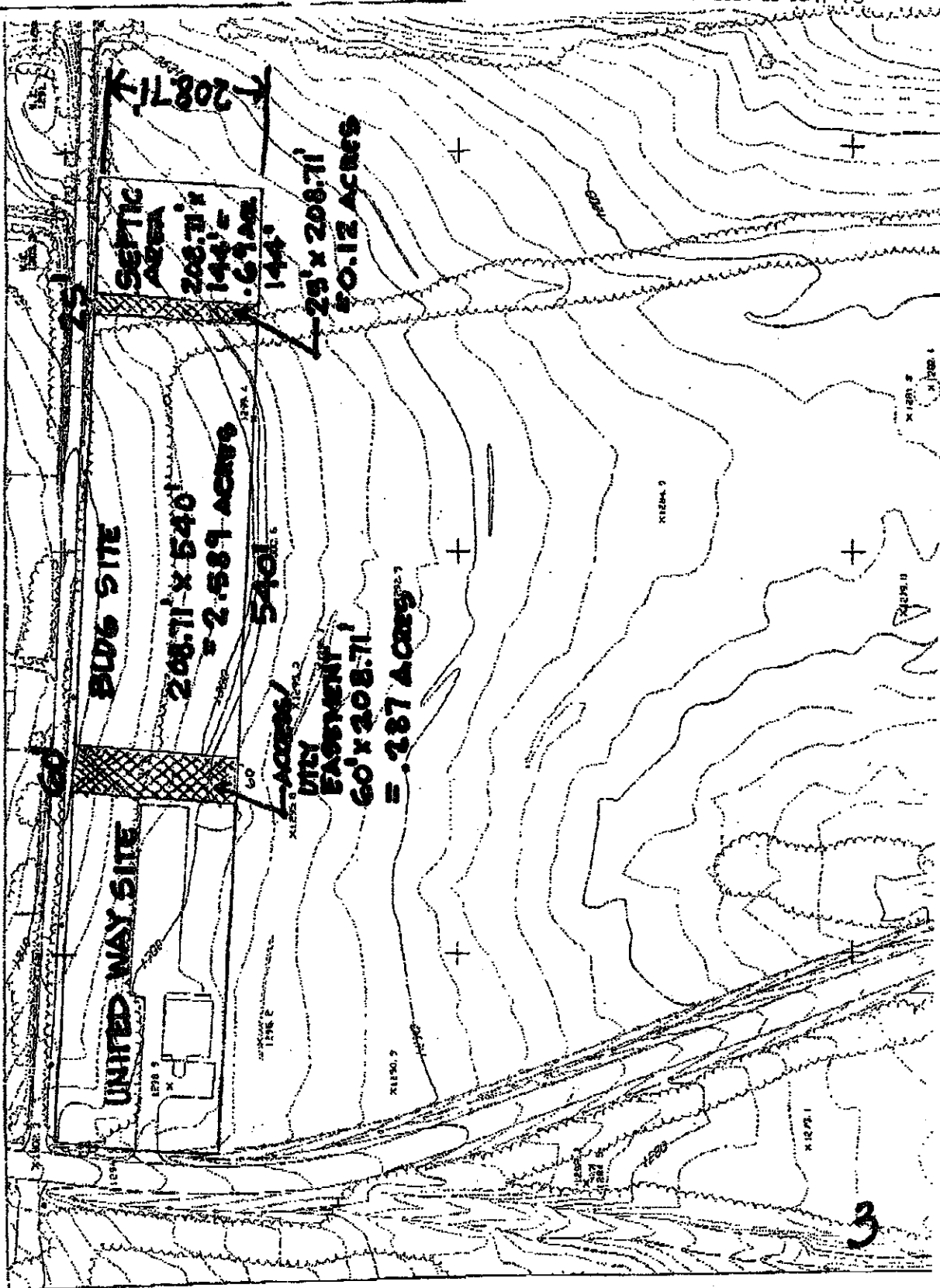
FAX NO. : 4794441425

B. 3
R-PZD 07-2531 (P.A.H. Facility)

Dec. 28 2004 03:34PM P3

Page 46 of 54

Dec. 23 2004 03:16PM P3



Kit,

**This is what I understand from our meetings with Mayor Coody.
Please call my office at 444-8310 and ask for Robbin if you want to talk to me today.
She knows how to get find me.**

FOR: The COUNCIL MEETING of January 4th. (That was agreed to at the last agenda setting meeting)

ORDINANCE OR RESOLUTION TITLE AND SUBJECT (or whatever you want it to say.)

Sale and lease of Property to the battered women's shelter, the Project for Victims of Family Violence, Inc – doing business as the Peace at Home Family Shelter.

An ordinance

- waiving the requirements of the current city ordinance regarding the sale of public land and
- approving the sale of 1.5 acres of land to the Project for Victims of Family Violence, Inc. (d.b.a. Peace At Home Family Shelter) at fair market value based on a recent appraisal valuing the land at \$20,000/acre and
- leasing approximately 1.5 acres for a period of time not less than 35 years. An additional .69 acres will be leased for the purpose of a water treatment system, and this land will go to the buyer of the remaining land when the shelter is hooked up to the anticipated sewer system.

Other contingencies:

Revert clause including return of purchase price to Built and operating by the end of 2008

Long-term lease of 35 years, renewable for an additional 35 year with the agreement of both parties, in exchange for services to the citizens of Fayetteville valued at approximately \$550,000 annually. (See history memo) Reynolds requires at least 35 years. You had mentioned it could be renewable for an additional 35 years.

Land to be purchased is located on the City owned property on the east side of Hwy 265, south of Highway 412. Specific location identified on attached map. (We would need this from the city, our architect Jim Key knows exactly what we negotiated with the mayor.

The encumbrance attached to this property will be transferred to other land owned by the city of Fayetteville by ?????. (Approval by the governmental authority) Connie from Parks is working on this piece and knows the specifics.

The sale of the remaining land in this parcel (roughly 43 acres will include a contingency that requires the developer (new owner of the land) to provide PVFV with road access and sewer hook-up, at which time the .69 acres of land for the water treatment facility will become the property of the owner of the remaining land. The Mayor understands this and thought it likely should be a separate contract.

BRIEF HISTORY: In 1977, community leaders came together to initiate a safe shelter and advocacy program for battered women and their children. This program, the Project for Victims of Family Violence, Inc. was the first such program to serve battered women in Arkansas.

The first shelter facility was in a private house on the corner of Mountain and School streets. Very soon it became apparent that the 3-bedroom house would be too small and that a shelter for battered women and their children needed to be located in a place where the abusers could not easily access the shelter. In 1977, there were no laws such as protection orders or no contact orders, so the abusers could stand on the sidewalk and shout up into the house, causing much disruption and fear.

Since the private house was not working out as a safe shelter, the City of Fayetteville offered an approximately 3-acre parcel of land with a building as an option for the shelter. In 1979, the Project for Victims of Family Violence, Inc. moved to this location on the south side of Fayetteville, where they have been ever since, leasing the land and facility for \$1 a year.

THE NEED: The current facility has six small bedrooms, one kitchen, one eating area, two small bathrooms and one living room. It is not uncommon that at any given time, six families will be living in the shelter, each with one to four children. When the shelter is full and another family needs immediate emergency shelter, we work to locate space in the only other shelters in the area. There is a shelter in Bentonville, one in Fort Smith, one in Tulsa, and one in Harrison. When a family has to travel to another area or even state, there is significant disruption for the children and their schooling and/or for the mother if she is working. There are no other shelters for battered women in Washington County or in Madison or Carroll counties. The requests for shelter and other advocacy services have increased 25% in just one year.

The Donald W. Reynolds Foundation gave the Project for Victims of Family Violence a planning grant to develop a new shelter. In this fast growing area of Northwest Arkansas, and through our needs assessment, we determined that a new shelter has to be able to house at least 40 individuals in at least 12 bedrooms. We need a shelter location that is assessable to the region, and with at least three acres of land for the shelter, parking, play area, a buffer and the necessary storage. We have hired the firm of KAI, Jim Key the principle, and they have worked out the specific minimum land that is required for this program.

ECONOMIC IMPACT: The Project for Victims of Family Violence, Inc. annual budget is approximately \$550,000. 39% of our clients are city of Fayetteville residents. We estimate the annual value of our programs to the city of Fayetteville to be \$214,500. We employ 15 full time staff and several part time staff and over 50 volunteers work with our programs. Many of the staff live and shop in Fayetteville, as do many of our board members and volunteers. Building a new expanded shelter in Fayetteville guarantees a long future of service to the residents of this community.

R- PZD 07-2531: Planned Zoning District (P.A.H. FACILITY, 21): Submitted by CITY OF FAYETTEVILLE for property located at IVEY LANE, 1/4 MILE E OF HWY 265. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 3.00 acres. The request is for a 5,677 s.f. residential facility and associated parking.

Jesse Fulcher, Current Planner, gave the staff report. The proposal is for a housing facility on 1.5 acres that was split out from a larger parcel. An additional 1.5 acres is to be retained as a buffer area, with tree preservation protection where necessary. Staff discussed the use of a septic system for this project, as sewer is not available to the area. The septic system would be located within an easement area, and the property would connect to sewer once it became available. Access to water and streets are through the City of Springdale. Staff recommended forwarding the PZD request to the Planning Commission with a recommendation for approval, with conditions.

Sarah Patterson, Urban Forester, stated that nine trees are required for mitigation. The plans as currently shown indicate more than that required, and may be reduced. The buffer area along Ivy Lane would be within a Tree Preservation area, which would remove developmental rights.

Jarvis Teague, an adjoining property owner to the north, stated he had discussed the project with others before, but wanted to confirm a few things with the Committee. Teague stated he liked the tree buffer, and questioned where the entrance to the property was in proximity to Hwy 265. Teague stated it looked like a nice-looking facility.

James Guerta, Bates and Associates (applicant), presented the project as 5,677 SF building in Planning Area 1. Planning Area 2 is comprised of a tree buffer, with the exception of utility crossings. Agreed with staff recommendations and conditions.

Commissioner Lack stated he had a couple of concerns with the project. One concern was preservation of the trees adjacent to the waterline easement, and the fence that was to be constructed was very close to many of the trees. He stated that because of the amount of trees, however, that concern could be benign. Lack also was concerned with the description of the use of the facility, which seems more institutional as a hospital than residential like the surrounding properties, and requested from staff a better explanation of the uses proposed.

Jeremy Pate, Director of Current Planning, deferred the description of the project to the applicant, and noted that United Way, a non-residential use, is adjacent to the property to the west.

Hannah McNeill (applicant) gave a description of the project, stating it was a family shelter and transitional, short-term housing for people coming from abusive environments. The first half of the building is for counseling, staff, offices and support groups that meet occasionally at night. The second half of the building is for shelter. The biggest part of the facility is safety and security of the women and children being sheltered.

Commissioner Lack inquired if there were to be any medical practice within.

McNeill responded no.

Commissioner Lack stated the description helped a lot, and cleared up his concerns. Moreover, he applauded the nature of the facility as designed.

Commissioner Bryant asked for clarification in the booklet on the 1.5-acre site and the 1.5-acre buffer, and why the booklet stated this was the reason the building was within the setback.

Fulcher explained the agreement with the City to purchase the land (1.5 acres). A buffer easement of 1.5 acres surrounding the property was also part of the agreement, and at the time of sale of the overall property, the 1.5 acres buffer area may be deeded to the facility for a total 3-acre tract.

Pate concurred with this explanation, stating that only ½ of the actual property is being developed with this property. Because only 1.5 acres is to be developed, all construction was occurring on that portion of the overall 3 acres, which would not meet standard zoning criteria.

Motion:

Commissioner Bryant made a motion to forward the request to the full Planning Commission with the conditions of approval as recommended by staff, finding in favor of the project.

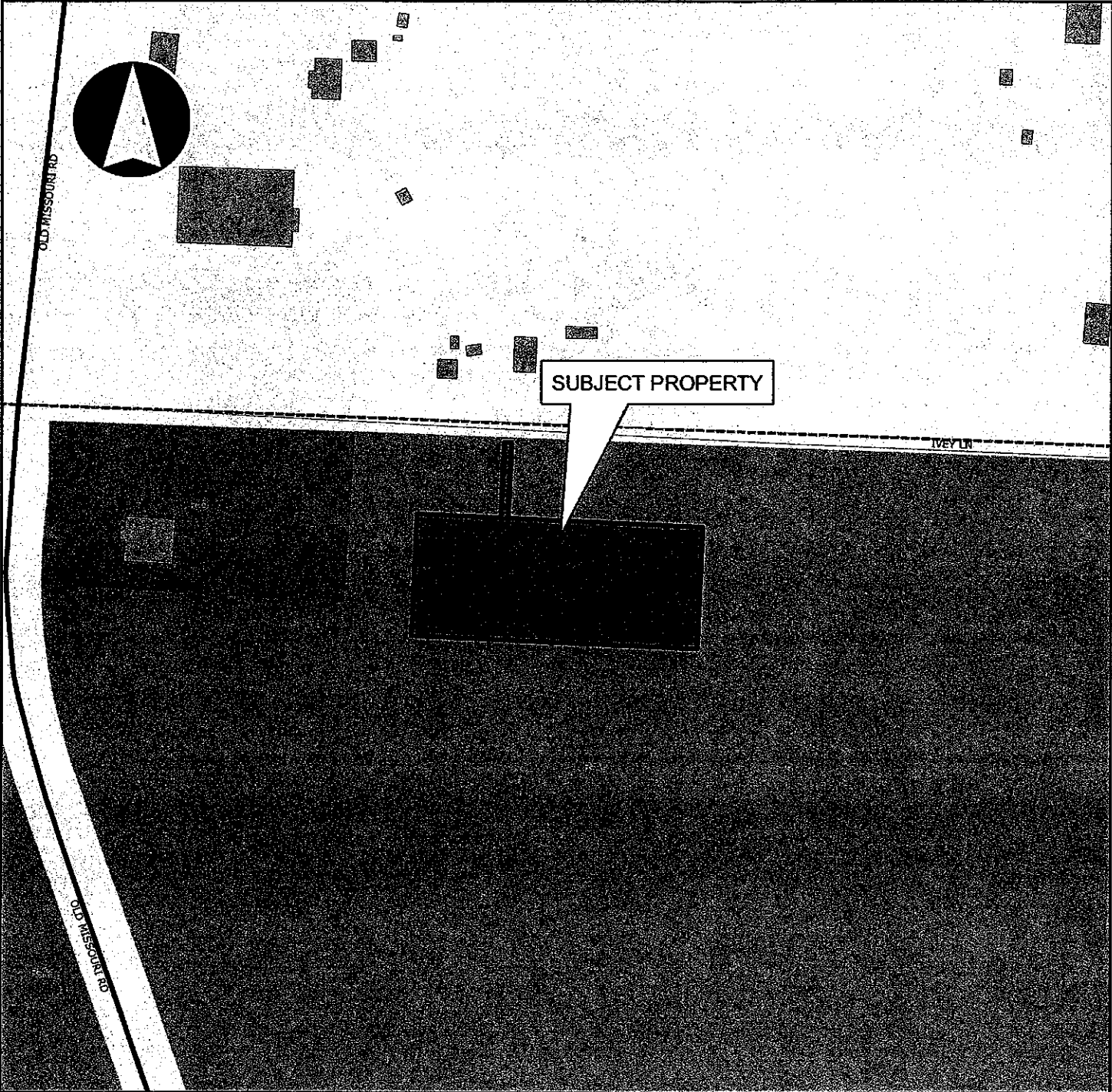
Commissioner Cabe seconded the motion. **Commissioner Lack** concurred, the motion passed with a vote of 3-0-0.

All business being concluded, the meeting adjourned at 9:56 AM.

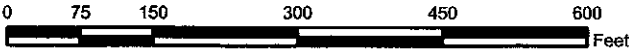
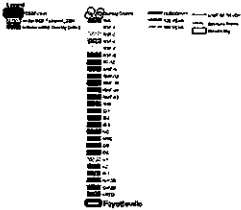
PZD07-2531

Close Up View

P.A.H. FACILITY



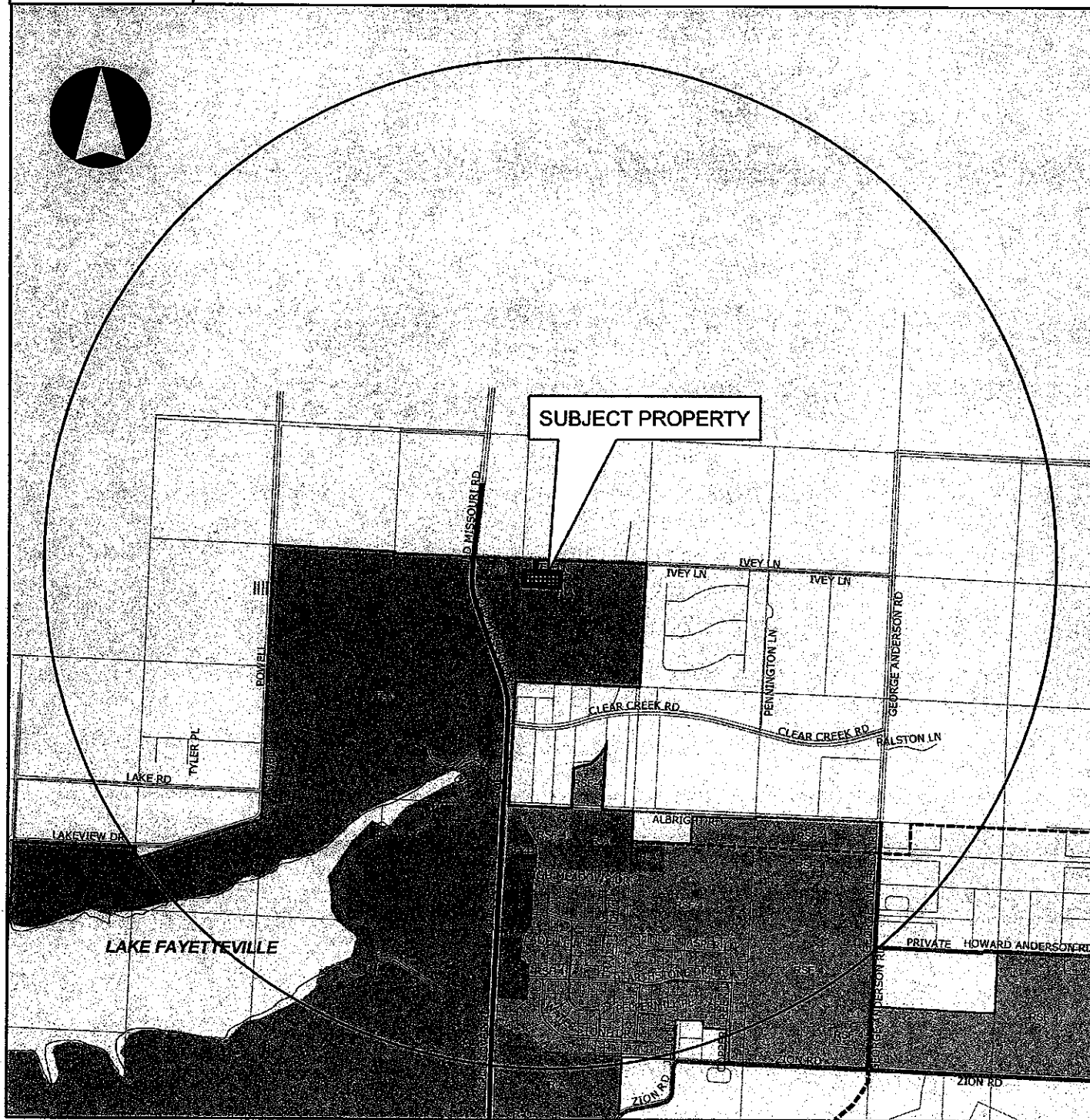
Overview



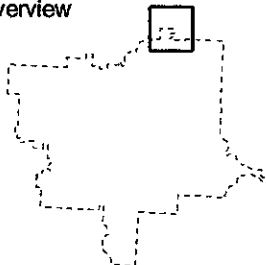
PZD07-2531

One Mile View

P.A.H. FACILITY



Overview



Legend

Subject Property

PZD07-2531

Boundary

Planning Area

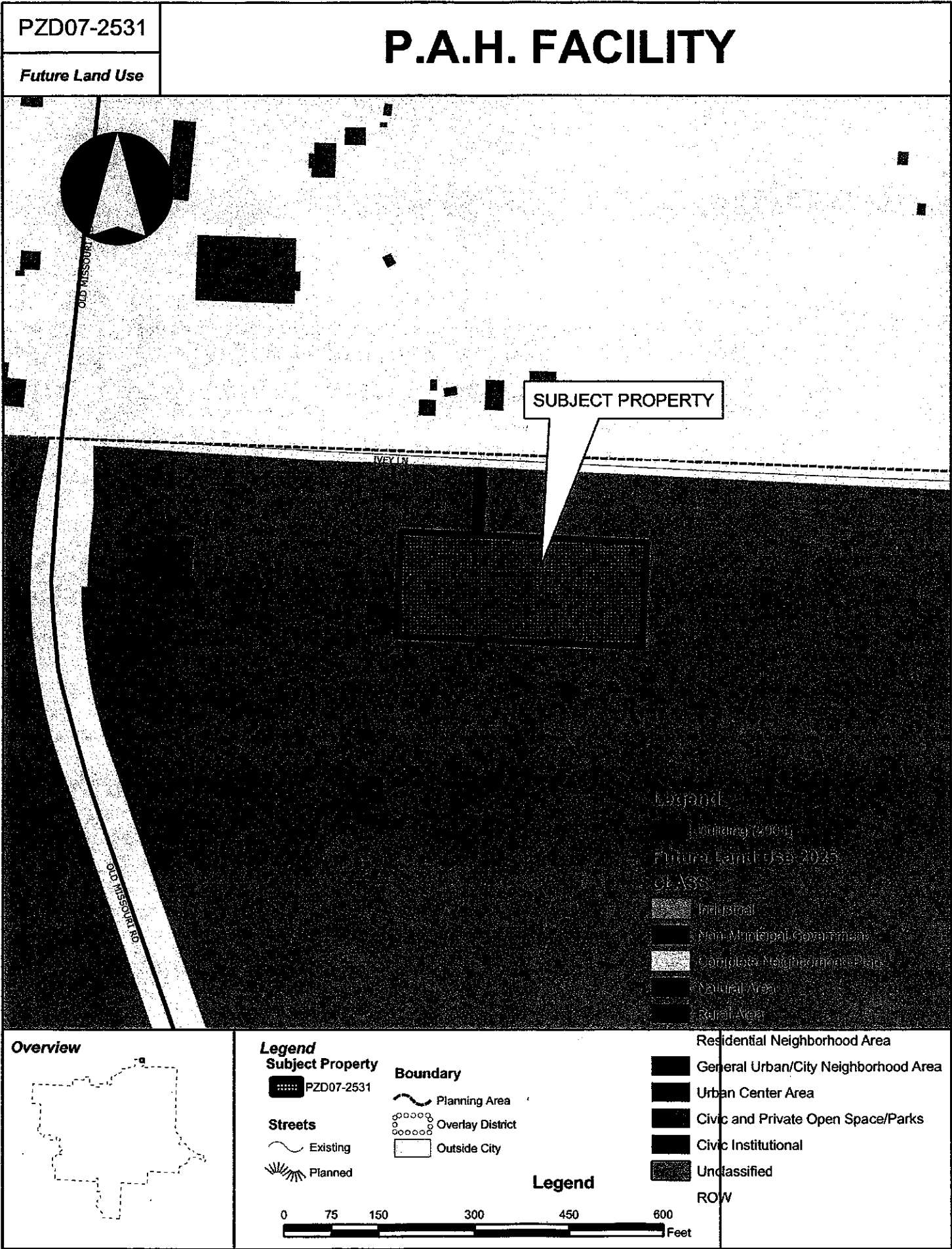
Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District





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

C. 1
R-PZD 07-2551
(Champions Club Condos)
Page 1 of 52

19-Jun-07

City Council Meeting Date

Jeremy Pate 
Submitted By

Planning
Division

Operations
Department

Action Required:

R-PZD 07-2551: Planned Zoning District (Champions Club Condos, 599): Submitted by Crafton, Tull and Associates for property located at southwest corner of Razorback Road and 15th Street, east of the Crown Apartments and contains approximately 4.42 acres. The request is for Master Development Plan rezoning, land use, and large scale development approval for a Residential Planned Zoning District 4-story condominium building with 143 residential units.

\$0.00

n/a

n/a

Cost of this request

n/a

Category/Project Budget

n/a

Program Category / Project Name

n/a

Account Number

n/a

Funds Used to Date

n/a

Program / Project Category Name

n/a

Project Number

Remaining Balance

Fund Name

Budgeted Item ☐

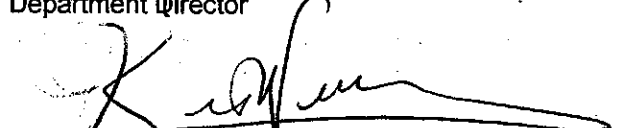
Budget Adjustment Attached ☐


Department Director

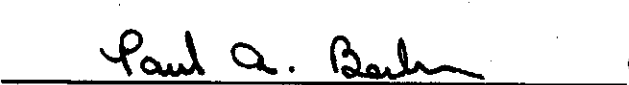
6-1-07
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney

Original Contract Number: n/a


Finance and Internal Service Director

6-1-07
Date

Received in City Clerk's Office

ENTERED
6/1/07


Mayor

6/1/07
Date

Received in Mayor's Office

ENTERED
6/1/07

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning 

Date: May 31, 2007

Subject: Residential Planned Zoning District for Champions Club Condos (R-PZD 07-2551)

RECOMMENDATION

The Planning Commission voted to forward the subject Residential Planned Zoning District request, R-PZD 07-2551 Champions Club Condos, to the City Council with a recommendation for approval. If this ordinance is approved, the action would establish a unique zoning district for a residential development with a maximum of 143 dwelling units on a 4.42-acre tract located at the southwest corner of 15th Street and Razorback Road, a proposed density of 32.35 dwelling units per acre.

BACKGROUND

The subject property consists of approximately 4.42 acres located at the southwest corner of Razorback Road and 15th Street directly south of Baum Stadium. The site is zoned I-1, Light Industrial. The property is generally flat, undeveloped, disturbed grassland with the Town Branch creek along the western border of the site. Surrounding land uses consist of Baum Stadium to the north, the Crown Apartments to the south and west, and University of Arkansas property to the east (baseball field and RV park). Zoning criteria identifying permitted and conditional uses, building setbacks, bulk and area requirements and architectural guidelines are included within the project booklet provided by the applicant. The Future Land Use Plan identifies this property as an Urban Center area; staff and the Planning Commission find this project is consistent with the land use plan for this area.

DISCUSSION

On May 29, 2007, the Planning Commission voted 7-0-0 on a motion to approve this request. There were no issues of Planning Commission concern or objection to the project. No public comment was presented.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 07-2551, CHAMPIONS CLUB CONDOS, LOCATED AT THE SOUTHWEST CORNER OF RAZORBACK ROAD AND 15TH STREET, EAST OF THE CROWNE APARTMENTS; CONTAINING APPROXIMATELY 4.42 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN

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

Section 1: That the zone classification of the following described property is hereby changed as follows:
From I-1, Heavy Commercial/Light Industrial acre to R-PZD 07-2551, Champions Club Condos, as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

Section 2: That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council; further, that the conditions of approval shall be filed and available for viewing in the office of the City Clerk/Treasurer of the City of Fayetteville.

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

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

PASSED and APPROVED this day of , 2007.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer

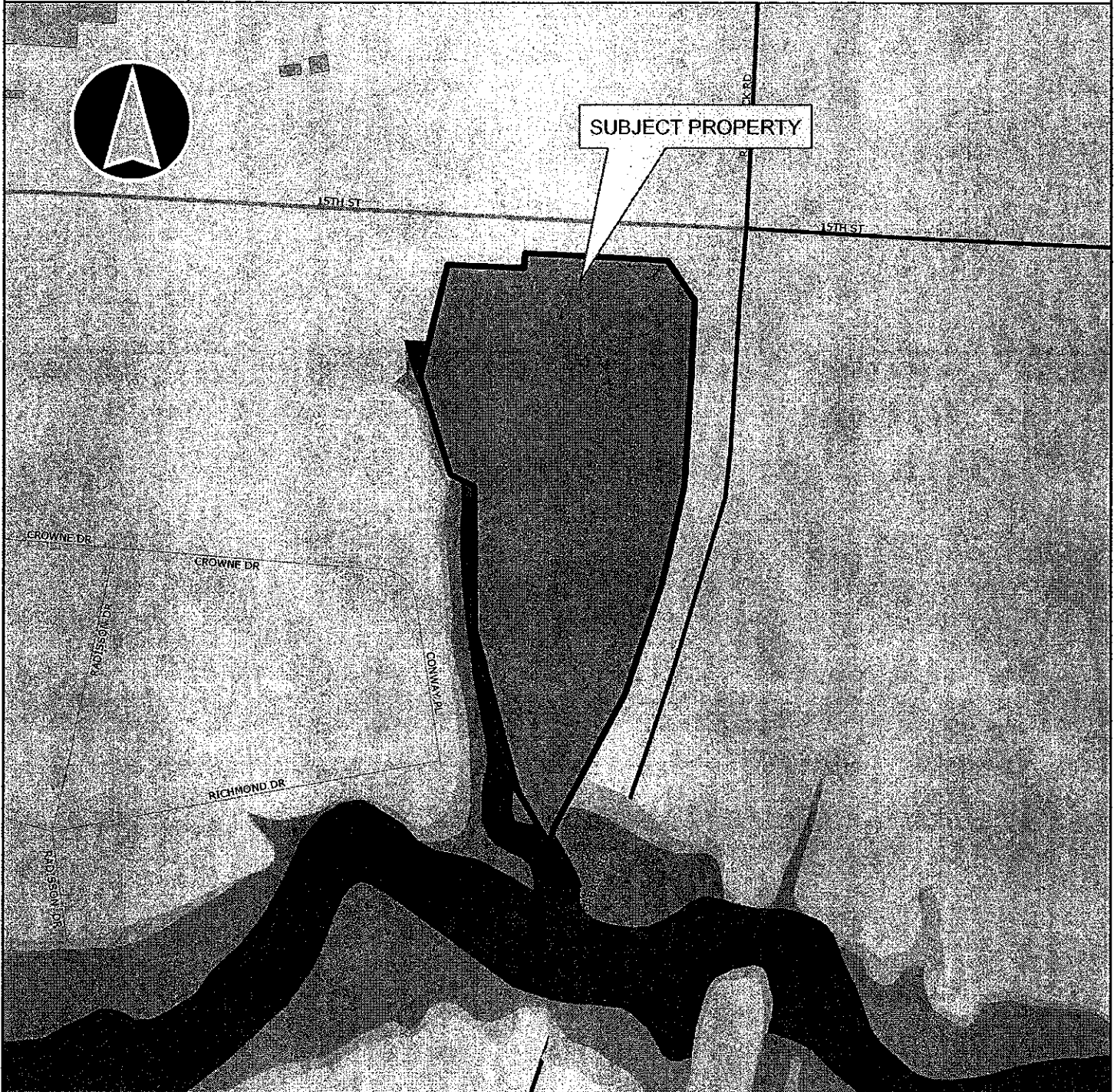
EXHIBIT "A"

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PZD07-2551

Close Up View

CHAMPIONS CLUB CONDOS



Overview



0 75 150 300 450 600 Feet

EXHIBIT "B"
R-PZD 07-2551

A PART OF THE NW1/4 OF THE SE1/4 OF SECTION 20, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NE CORNER OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 20, THENCE N 87°13'22" W 128.24 FEET, AND THENCE S 2°46'38" W 108.54 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE FOR RAZORBACK ROAD; THENCE S 2°42'57" W 90.32 FEET; THENCE S 3°24'21" W 160.96 FEET; THENCE S 12°40'55" W 136.51 FEET; THENCE S 18°21'12" W 156.93 FEET; THENCE S 28°16'46" W 203.04 FEET; THENCE S 18°21'12" W 26.27 FEET; THENCE LEAVING SAID RIGHT-OF-WAY FOR RAZORBACK ROAD N 30°02' W 82.11 FEET; THENCE N 14°47'06" W 227.46 FEET; THENCE N 0°11'38" W 193.83 FEET; THENCE N 64°04'53" W 36.47 FEET; THENCE N 17°38'29" W 138.54 FEET; THENCE N13°52'53"E 157.39 TO THE SOUTH RIGHT-OF-WAY OF 15TH STREET; THENCE S 87°22'48" E 102.94 FEET; THENCE N 2°37'12" E 20.00 FEET; THENCE S 87°14'05" E 100.37 FEET; THENCE S 86°51'14" E 93.20 FEET; THENCE S 34°40'45" E 65.87 FEET TO THE POINT OF BEGINNING, CONTAINING 4.42 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

CONDITIONS OF APPROVAL:

R-PZD 07-2551

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Staff recommends the following conditions of approval associated with R-PZD 07-2551 (Champions Club Condos).

1. City Council determination of a waiver of Section 166.12 of the UDC to allow for a structure to encroach over a public utility easement. This development proposes for the building to span over the driveway entrance off of 15th Street. A 20' utility easement is located in this area of the site, and would be spanned by the structure. This easement is not proposed to be vacated. A 14.5' clearance is proposed to be provided over the easement. *Staff recommends in favor of a waiver to allow for a structure over a public utility easement finding that it will not impact provision or maintenance of City water and sewer service within this easement with a 14.5' clearance as proposed. The structure spanning over this easement shall be required to be depicted on an easement plat signed by all utility companies prior to building permit.*

The Planning Commission determined in favor of this condition on May 29, 2007.

2. Planning Commission determination of street improvements. *Staff recommends 15th Street being improved to 18' from centerline, curb, gutter, storm drainage, and the existing culvert to be extended. In addition, construction of a 10' sidewalk along Razorback Road for an on-street trail connection and a 6' sidewalk along 15th Street shall be provided. Streetlights shall be provided in accordance with City code every 300' and at intersections.*

The Planning Commission determined in favor of this condition on May 29, 2007.

3. Planning Commission determination waiver of Unified Development Code section 177.04(D)(2)(a) to allow for less than 15' of greenspace adjacent to the right-of-way.

1. The applicant proposes less than 15' of greenspace adjacent to the right-of-way at the corner of 15th Street and Razorback Road in front of the project's main entrance. *Staff finds in favor of the waiver request for the 15 foot greenspace located at the corner of Razorback Road and 15th street as this is an important entry way for pedestrian use. Staff recommends that 4 (2) inch caliper trees be planted either using urban tree wells with structural soil or an equivalent design of above ground planters approved by the Urban Forester.*

The Planning Commission determined in favor of this condition on May 29, 2007.

2. The applicant proposes less than 15' of greenspace adjacent to the right-of-way for the section of the site just south of the phase 2. In conjunction with this waiver the applicant requests a waiver for a reduced parking lot drive aisle width. *Staff finds in favor of the second waiver of the 15 foot greenspace requirement located along Razorback adjacent to the proposed parking. The applicant has reduced the drive aisle and parking spaces to give at the minimum a 10 foot greenspace at the most southern point. There are approximately 5 spaces which encroach into this space. Razorback Road has been slated to have a 10 foot wide sidewalk for pedestrian access. With this requirement, additional right of way has been requested by staff. From the existing right of way line the full 15 feet of greenspace can be met. It is only after meeting the request of staff for additional sidewalk and right of way that the greenspace is encroached upon. Staff recommends adding hanging/climbing vines on the landscape plan to help soften*

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R-PZD 07-2551

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the hardscape of the retaining wall along the entire Razorback Road right of way. The spacing and species of plant would be reviewed by the Urban Forester at the time of construction documents.

The Planning Commission determined in favor of this condition on May 29, 2007.

4. Planning Commission determination of a waiver of Unified Development Code Section 172.04 (C) to reduce the width of a two-way parking lot drive aisle from 24' to 22'. The applicant proposes to have a 22' wide drive aisle serving the spaces immediately adjacent to Razorback Road. *Staff recommends in favor of this request as the more narrow drive aisle will be for only a small portion of the site and is not a main drive aisle in the parking lot. Additionally, this drive aisle will serve compact spaces which are smaller vehicles that can maneuver more easily in the reduced drive aisle than a standard vehicle.*

The Planning Commission determined in favor of this condition on May 29, 2007.

5. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
6. Should a subdivision of land be desired, all applicable ordinances and processes shall be followed in order to meet city ordinances.
7. Public water and sewer lines shall be extended as required by city ordinance at the time of development.
8. All development shall meet applicable building codes and other ordinances of the City of Fayetteville.
9. Future non-residential development as allowed under the conditional uses in the zoning criteria shall comply with the minimum standards for development in the Unified Development Code. Where applicable, structures proposed shall be reviewed to ensure compliance with commercial design standards.
10. Phasing: This project is required to obtain all permits in accordance with the timeframe for LSDs as outlined in the Unified Development Code.
11. Money in lieu and credit in the amount of \$14,311 for constructing a 10' sidewalk for a trail connection to Towne Branch Trail from 15th Street to Town Creek Trail was approved by the Parks Advisory Board for this project. The credit will be for the additional 4' width to a 6' sidewalk at the rate of \$40/square yard of concrete. Fees-in-lieu to meet the parkland dedication ordinance at the time of large scale development have been assessed incorporating the credited amount and are due in the amount of \$41,888 prior to issuance of building permits.
12. The Large Scale Development site plan shall be revised to label the compact parking spaces. These spaces shall be either marked on the pavement or by separate marker in accordance with City code.

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13. Additional right-of-way shall be dedicated to include the entire width of the new sidewalk along Razorback Road and 15th Street.

Landscape and Tree Preservation Conditions:

14. Adjacent to Razorback Road there are 14 consecutive parking spaces without a tree island. Please add an island with tree to break up these spaces or reduce the number of spaces to 12.
15. If the trees on the corner of Razorback and 15th are proposed to be in urban tree wells, a tree well planting detail must be included on the plan specifying the use of structural soil and the type of tree grate proposed.
16. Street trees required by Chapter 177 can not be counted to meet mitigation for removed canopy.
17. Review the landscape plan report (attached) and address any other comments that have been marked with the letter N. All other conditions therein shall be considered conditions of approval for this project.
18. Mitigation on this site will be required to replace 13,292 square feet of canopy removed. The applicant has requested and been approved to plant 30 (2) inch caliper large species trees on the site. A bond/letter of credit/check shall be deposited with the City before issuance of a final Certificate of Occupancy is granted. If all trees can not be planted on site, money in lieu will be required to be paid into the Tree Escrow Account before a building permit can be issued.
19. It appears that the mitigation trees are being double counted for those required as street trees. Chapter 177 Landscape Regulations requires street trees to be planted every 30 feet. These trees are not allowed to also count as mitigation trees. The 18 proposed trees planted within the Tree Preservation Area are the only ones that currently proposed that can count toward mitigation. Please locate the other 12 required trees on the site or submit a request to do a combination of money in lieu and on-site planting.
20. All preserved canopy will be set aside into a Tree Preservation Area on the easement plat. This removes all developmental right and will ensure complete protection of these preserved trees.

Standard Conditions of Approval:

21. All mechanical and utility equipment on the wall and/or on the ground shall be screened. All roof mounted utilities and mechanical equipment shall be screened by incorporating screening to the structure utilizing materials compatible with the supporting building. Smaller ground-mounted equipment may be screened with tall grasses or shrubs. A note shall be added to all construction documents indicating as such.
22. Trash enclosures shall be screened with access not visible from the street. The trash enclosures shall be constructed with materials that are complimentary to and compatible with the proposed building. A detail of the proposed screening shall be submitted and approved by the Planning Division prior to issuance of the building permit. Any additional dumpsters located on site shall be screened from the right-of-way.
23. All freestanding and wall signs shall comply with ordinance specifications for location, size, type,

CONDITIONS OF APPROVAL:

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number, etc. Signs are not allowed to be placed in utility easements.

24. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
25. 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).
26. Provide a CD containing the proposed Large Scale Development drawings in AutoCAD or similar digital format.
27. 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.
28. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
29. Large scale development shall be valid for one calendar year.
30. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - d. Project Disk with all final revisions
 - e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
 - f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.



Planning Commission Meeting
May 29, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Planning Commission Members
FROM: Andrew Garner, Senior Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: May 23, 2007 Updated May 31, 2007

R-PZD 07-2551: Planned Zoning District (CHAMPION'S CLUB CONDOS, 599): Submitted by CRAFTON, TULL & ASSOCIATES for property located at SW CORNER OF RAZORBACK RD. AND 15TH STREET, E OF THE CROWNE APTS. The property is zoned I-1, HEAVY COMMERCIAL/ LIGHT INDUSTRIAL, and contains approximately 4.42 acres. The request is for Master Development Plan rezoning, land use, and large scale development approval for a Residential Planned Zoning District 4-story condominium building with 143 residential units.

Property Owner: Village Holdings, LLC
Planner: Andrew Garner

Findings:

Property Description: The subject property contains 4.42 acres located south of 15th Street and West of Razorback Road. The site is zoned I-1, and is generally flat, undeveloped, disturbed grassland with the Town Branch Creek along the western border of the site.

Proposal: The applicant requests rezoning, land use, and large scale development approval for a residential project within a unique R-PZD zoning district on the subject property. All of the land would be under a common ownership, or property owner's association, and is not proposed to be subdivided. The proposed zoning would allow for a maximum for 143 dwelling units (32 units/acre). The zoning would also allow a mix of commercial, office, and eating places as a conditional use.

Background: An R-PZD 06-2107 (Champions Club Condo's) was forwarded by the Planning Commission to the City Council on October 23, 2006 for almost exactly the same project as currently proposed. The applicant never brought the item to City Council. Since that time the applicant has changed the request slightly to eliminate the hotel use, and also to apply for large scale development approval with the rezoning.

The project booklet and the plats provided give the zoning criteria in detail. Please reference this

provided material for more information. These documents are binding to the zoning of the property.

Phasing: The applicant proposes to develop Champions Club in two phases in accordance with the schedule listed below.

- Phase I:** Completion of the north half of the development and connection to Razorback Road to the south. All permits for this phase to be obtained within one year from the date of City Council approval, with the opportunity for a one year extension with Planning Commission approval.
- Phases II:** Southern portion of the building (south of the breeze-way) and its associated parking. All permits for this phase to be obtained within four years City Council approval, with the opportunity for a one year extension with Planning Commission approval.

Surrounding Land Use/Zoning:

Direction from Site	Land Use	Zoning
North	Baum Stadium (University of Arkansas Baseball stadium)	I-1
South	Crown Apartments; Town Branch Creek	RMF-24
East	University of Arkansas property (baseball field and RV park)	I-1
West	Crown Apartments; University Village Commercial Center	RMF-24; C-2

Water & Sewer: Water and sewer lines would be required to serve the development.

Access: Access to the proposed development would be directly off of 15th Street and Razorback Road along the northern and eastern property lines, respectively. A parking lot and would be constructed interior to the property with a drive aisle connecting 15th Street and Razorback Road.

Connectivity: The project proposes internal connectivity through the parking lot and out to the two main streets adjacent to the north and east. Cross-access to the west and south is not feasible given the existing Crown Apartments and Town Branch Creek along the western and southern property lines.

Adjacent Master Street Plan Streets: Razorback Road (principal arterial); 15th Street (collector)

Street Improvements: Staff recommends that 15th Street be improved to 18' from centerline with the development, and the existing culvert to be extended. Sidewalks will be required along both streets, with a 10' sidewalk on Razorback Road for an on-street trail connection and based on the proposed development pattern, and a 6' sidewalk on 15th Street.

Parks: Money in lieu and credit in the amount of \$14,311 for constructing a 10' sidewalk for a trail connection to Towne Branch Trail from 15th Street to Town Creek Trail was approved by

the Parks Advisory Board for this project. The credit will be for the additional 4' width to a 6' sidewalk at the rate of \$40/square yard of concrete. Fees-in-lieu to meet the parkland dedication ordinance at the time of large scale development have been assessed incorporating the credited amount and are due in the amount of \$41,888 prior to issuance of building permits.

Tree Preservation: Existing Canopy: 12.6%
Preserved Canopy: 5.71%
Required Canopy: 12.6%
Mitigation Required: Yes; 30 two-inch caliper trees planted on-site.

Recommendation: Staff recommends forwarding **R-PZD 07-2551** to the Planning Commission with a recommendation for approval with the following conditions of approval:

Conditions of Approval:

1. City Council determination of a waiver of Section 166.12 of the UDC to allow for a structure to encroach over a public utility easement. This development proposes for the building to span over the driveway entrance off of 15th Street. A 20' utility easement is located in this area of the site, and would be spanned by the structure. This easement is not proposed to be vacated. A 14.5' clearance is proposed to be provided over the easement. *Staff recommends in favor of a waiver to allow for a structure over a public utility easement finding that it will not impact provision or maintenance of City water and sewer service within this easement with a 14.5' clearance as proposed. The structure spanning over this easement shall be required to be depicted on an easement plat signed by all utility companies prior to building permit.*

The Planning Commission determined in favor of this condition on May 29, 2007.

The Subdivision Committee determined in favor of this condition on May 17, 2007.

The Planning Commission determined in favor of this condition on October 23, 2006.

2. Planning Commission determination of street improvements. *Staff recommends 15th Street being improved to 18' from centerline, curb, gutter, storm drainage, and the existing culvert to be extended. In addition, construction of a 10' sidewalk along Razorback Road for an on-street trail connection and a 6' sidewalk along 15th Street shall be provided. Streetlights shall be provided in accordance with City code every 300' and at intersections.*

The Planning Commission determined in favor of this condition on May 29, 2007.

The Subdivision Committee determined in favor of this condition on May 17, 2007.

The Planning Commission determined in favor of this condition on October 23, 2006.

3. Planning Commission determination waiver of Unified Development Code section 177.04(D)(2)(a) to allow for less than 15' of greenspace adjacent to the right-of-way.

- A. The applicant proposes less than 15' of greenspace adjacent to the right-of-way at the corner of 15th Street and Razorback Road in front of the project's main entrance. *Staff finds in favor of the waiver request for the 15 foot greenspace located at the corner of Razorback Road and 15th street as this is an important entry way for pedestrian use. Staff recommends that 4 (2) inch caliper trees be planted either using urban tree wells with structural soil or an equivalent design of above ground planters approved by the Urban Forester.*

The Planning Commission determined in favor of this condition on May 29, 2007.

The Subdivision Committee recommended in favor of this waiver request on May 17, 2007.

- B. The applicant proposes less than 15' of greenspace adjacent to the right-of-way for the section of the site just south of the phase 2. In conjunction with this waiver the applicant requests a waiver for a reduced parking lot drive aisle width. *Staff finds in favor of the second waiver of the 15 foot greenspace requirement located along Razorback adjacent to the proposed parking. The applicant has reduced the drive aisle and parking spaces to give at the minimum a 10 foot greenspace at the most southern point. There are approximately 5 spaces which encroach into this space. Razorback Road has been slated to have a 10 foot wide sidewalk for pedestrian access. With this requirement, additional right of way has been requested by staff. From the existing right of way line the full 15 feet of greenspace can be met. It is only after meeting the request of staff for additional sidewalk and right of way that the greenspace is encroached upon. Staff recommends adding hanging/climbing vines on the landscape plan to help soften the hardscape of the retaining wall along the entire Razorback Road right of way. The spacing and species of plant would be reviewed by the Urban Forester at the time of construction documents.*

The Planning Commission determined in favor of this condition on May 29, 2007.

The Subdivision Committee (May 17, 2007) recommended that the applicant reduce the waiver request from that presented to the Subdivision Committee. The applicant has worked with staff to address these concerns. By utilizing compact parking spaces and reducing the drive aisle width to 22' the amount of greenspace adjacent to the back of the sidewalk has been increased at its narrowest point from 6' as presented to the Subdivision Committee, to approximately 10' as proposed on the current plans.

4. Planning Commission determination of a waiver of Unified Development Code Section

172.04 (C) to reduce the width of a two-way parking lot drive aisle from 24' to 22'. The applicant proposes to have a 22' wide drive aisle serving the spaces immediately adjacent to Razorback Road. *Staff recommends in favor of this request as the more narrow drive aisle will be for only a small portion of the site and is not a main drive aisle in the parking lot. Additionally, this drive aisle will serve compact spaces which are smaller vehicles that can maneuver more easily in the reduced drive aisle than a standard vehicle.*

The Planning Commission determined in favor of this condition on May 29, 2007.

5. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
6. Should a subdivision of land be desired, all applicable ordinances and processes shall be followed in order to meet city ordinances.
7. Public water and sewer lines shall be extended as required by city ordinance at the time of development.
8. All development shall meet applicable building codes and other ordinances of the City of Fayetteville.
9. Future non-residential development as allowed under the conditional uses in the zoning criteria shall comply with the minimum standards for development in the Unified Development Code. Where applicable, structures proposed shall be reviewed to ensure compliance with commercial design standards.
10. Phasing: This project is required to obtain all permits in accordance with the timeframe for LSDs as outlined in the Unified Development Code.
11. Money in lieu and credit in the amount of \$14,311 for constructing a 10' sidewalk for a trail connection to Towne Branch Trail from 15th Street to Town Creek Trail was approved by the Parks Advisory Board for this project. The credit will be for the additional 4' width to a 6' sidewalk at the rate of \$40/square yard of concrete. Fees-in-lieu to meet the parkland dedication ordinance at the time of large scale development have been assessed incorporating the credited amount and are due in the amount of \$41,888 prior to issuance of building permits.
12. The Large Scale Development site plan shall be revised to label the compact parking spaces. These spaces shall be either marked on the pavement or by separate marker in accordance with City code.
13. Additional right-of-way shall be dedicated to include the entire width of the new

sidewalk along Razorback Road and 15th Street.

Landscape and Tree Preservation Conditions:

14. Adjacent to Razorback Road there are 14 consecutive parking spaces without a tree island. Please add an island with tree to break up these spaces or reduce the number of spaces to 12.
15. If the trees on the corner of Razorback and 15th are proposed to be in urban tree wells, a tree well planting detail must be included on the plan specifying the use of structural soil and the type of tree grate proposed.
16. Street trees required by Chapter 177 can not be counted to meet mitigation for removed canopy.
17. Review the landscape plan report (attached) and address any other comments that have been marked with the letter N. All other conditions therein shall be considered conditions of approval for this project.
18. Mitigation on this site will be required to replace 13,292 square feet of canopy removed. The applicant has requested and been approved to plant 30 (2) inch caliper large species trees on the site. A bond/letter of credit/check shall be deposited with the City before issuance of a final Certificate of Occupancy is granted. If all trees can not be planted on site, money in lieu will be required to be paid into the Tree Escrow Account before a building permit can be issued.
19. It appears that the mitigation trees are being double counted for those required as street trees. Chapter 177 Landscape Regulations requires street trees to be planted every 30 feet. These trees are not allowed to also count as mitigation trees. The 18 proposed trees planted within the Tree Preservation Area are the only ones that currently proposed that can count toward mitigation. Please locate the other 12 required trees on the site or submit a request to do a combination of money in lieu and on-site planting.
20. All preserved canopy will be set aside into a Tree Preservation Area on the easement plat. This removes all developmental right and will ensure complete protection of these preserved trees.

Standard Conditions of Approval:

21. All mechanical and utility equipment on the wall and/or on the ground shall be screened. All roof mounted utilities and mechanical equipment shall be screened by incorporating screening to the structure utilizing materials compatible with the supporting building. Smaller ground-mounted equipment may be screened with tall grasses or shrubs. A note shall be added to all construction documents indicating as such.
22. Trash enclosures shall be screened with access not visible from the street. The trash

enclosures shall be constructed with materials that are complimentary to and compatible with the proposed building. A detail of the proposed screening shall be submitted and approved by the Planning Division prior to issuance of the building permit. Any additional dumpsters located on site shall be screened from the right-of-way.

23. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Signs are not allowed to be placed in utility easements.
24. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
25. 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).
26. Provide a CD containing the proposed Large Scale Development drawings in AutoCAD or similar digital format.
27. 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.
28. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
29. Large scale development shall be valid for one calendar year.
30. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - d. Project Disk with all final revisions
 - e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
 - f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Additional conditions:

31. _____

32. _____

Planning Commission Action: ☐ Tabled ☒ Forwarded to C.C. ☐ Denied

Motion: Graves

Second: Myres

Vote: 7-0-0

Meeting Date: May 29, 2007

Comments: _____

The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

Signature

Date

Findings associated with MDP R-PZD 07-2551 (Champions Club)

Sec. 166.06. Planned Zoning Districts (PZD).

(E) Approval or Rejection Criteria for Planned Zoning Districts

The following criteria shall be considered by the Planning Commission and City Council in the review of a planned zoning district application based on the proposed master development plan:

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2025;

FINDING: Staff finds the application to be in compliance with the Master Development Plan Planned Zoning District criteria established by the City Council. The Future Land Use Plan adopted as part of City Plan 2025 designates this vicinity Urban Center Area. Rezoning this property to R-PZD 07-2551 with multi-family dwelling units and density of 32 units per acre is consistent with the land use plan and compatible with surrounding land uses and density within surrounding multi-family and university properties. The form of development is consistent with the Urban Center Area policies for traditional residential urban design by having the condos face the street with parking screened and interior to the site, and a wide urban sidewalk along Razorback Road. Additionally, the zoning and proposed structure are adaptable for change of use over time with commercial, retail, office, and eating space permitted as conditional uses.

- (2) Whether the application is in compliance with all applicable statutory provisions;

FINDING: The application has been reviewed and found to be compliant with applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

FINDING: The impact of the rezoning and subsequent development would require the provision of public facilities, at the cost of the developer. Without improvements to existing infrastructure, the proposal would certainly adversely affect public facilities and services. However, as indicated in the submittal and the staff report, certain measures are to be taken to ensure adequate infrastructure improvements are made by the developer to ensure the level of service does not decline due to the proposed development.

- (4) Whether the rezoning is compatible with the surrounding land uses;

FINDING: The rezoning request, combined with the Master Development Plan, would allow multi-family residential uses by right, and a variety of commercial and non-residential uses as a conditional use. The proposed zoning criteria and master development plan would consist of a four-story condominium building facing both Razorback Road and

15th Street, with parking interior to the site. The site layout is compatible with University Village Center commercial center to the immediate west, the Crowne Apartments to the southwest, and university property to the north and east.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

FINDING: The subject property is an undeveloped relatively flat site with tree canopy concentrated along the Town Center Creek along the western property line. A narrow vegetative buffer is to be provided along this riparian corridor. The natural environment is suitable for the type of development proposed.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

FINDING: The intended land use, residential, will impact the existing traffic conditions; although the existing street infrastructure will be adequate with standard street improvements. This site has direct access to 15th Street, a Collector Street, and Razorback Road, a Principal Arterial. Improvements to widen 15th Street to its Master Street Plan standard, and improvements to the existing culvert are recommended. A traffic signal has been funded and planned for this major intersection.

- (7) Whether the planned development provides for unified development control under a unified plan;

FINDING: The booklet and master development plans submitted provide for said unified development control.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

FINDING: No other zoning considerations are proposed to be violated.

(B) Development standards, conditions and review guidelines

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all

applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

FINDING: The proposed Champions Club PZD provides for needed residential infill development in an area in the immediate vicinity of the University of Arkansas campus, and directly across the street from Baum Stadium (the baseball stadium). The site has been designed with the buildings facing the streets and parking to the interior, consistent with City Plan 2025 policy. Access would be provided with driveways onto Razorback Road and 15th Street being connected through an interior drive aisle in an efficient layout. The site plan incorporates a narrow vegetative buffer along the Town Branch Creek for protection of the riparian corridor and watercourse. A tree preservation plan will be required at the time of large scale development review.

- (2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

FINDING: Screening and landscaping will be required for any parking areas adjacent to the street, although the building almost entirely screens the interior parking lot. The landscape plan such standard requirements as one tree every 30 feet along the street frontage, and parking lot shade trees.

- (3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

- (a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.
- (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
- (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.
- (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.

- (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.
- (f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: As stated in Finding B.1, access into the parking lot for the development will be provided directly off of Razorback Road and 15th Street. The layout of the parking lot is efficient and internally connected.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: Parking will be provided in a large interior surface parking lot, as well as in garage spaces under the building. All parking ratios have been met and reviewed in detail as part of the large scale development.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

FINDING: This requirement has been met.

- (6) *Sidewalks.* As required by §166.03.

FINDING: Public sidewalks are to be constructed adjacent to the project along Razorback Road and 15th Street. A 10' sidewalk will be constructed along Razorback Road to provide an on-street trail connection.

- (7) *Street Lights.* As required by §166.03.

FINDING: Street lights are to be provided adjacent to Razorback Road and 15th Street at a separation of no greater than 300 feet.

- (8) *Water.* As required by §166.03.

FINDING: Public water lines are being extended in accordance with city codes.

- (9) *Sewer.* As required by §166.03.

FINDING: Public sewer lines are being extended in accordance with city codes.

- (10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

(a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

(b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

(i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.

(ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.

(iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.

(iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.

(v) The plat of the planned development shall designate each private street as a "private street."

(vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.

(vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

(viii) The width of private streets may vary according to the density served. The

following standard shall be used:

Paving Width

(No On-Street Parking)

Dwelling Units	One-Way	Two-Way
1 - 20	14'	22'
21+	14'	24'

***Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

- (ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.
- (x) There shall be no minimum building setback requirement from a private street.
- (xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

FINDING: The applicant does not propose public or private streets.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: All development on the site shall be phased according to the phasing plan and conditions herein.

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: A full Tree Preservation Plan has been submitted as part of the Large Scale Development and will comply with the requirements for tree preservation as set forth in Chapter 167. Tree canopy found along the creek is high priority for preservation. The

applicant is utilizing some of the existing canopy along the parking lot and is also providing a tree preservation area adjacent to the riparian area. The adjacent property to the west also established a Tree Preservation Area on their side of this riparian buffer.

- (13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

FINDING: All structures are principally residential in nature and are not subject to commercial design standards.

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

FINDING: No scenic views are identified, and the height of structures proposed (four stories facing Razorback Road and 15th Street) are not out of proportion for the existing multi-family, industrial, and university uses in the area.

(E) *Revocation.*

- (1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:
- (a) *Building permit.* If no building permit has been issued within the time allowed.
 - (b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.
 - (c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.
- (3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

- (1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.
- (2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:
 - (a) The homeowner's association must be legally established before building permits are granted.
 - (b) Membership and fees must be mandatory for each home buyer and successive buyer.
 - (c) The open space restrictions must be permanent, rather than for a period of years.

- (d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.
- (e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property. The association must be able to adjust the assessment to meet changing needs.

FINDING: The applicant shall comply with these requirements.

Sec. 161.25 Planned Zoning District

(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) Compatibility. Providing for compatibility with the surrounding land uses.
- (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) No negative impact. Does not have a negative effect upon the future development of the area;
- (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.

- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: Staff finds this proposal meets the intent of many of the parameters of the City Plan 2025, as well as the above ten criteria, including compatibility and transition of land use, flexibility to utilize the residential structures for commercial and retail use, and providing increased residential density in an Infill Growth Sector. The following guiding policies within Urban Center Areas are applicable to this development, and help to achieve the primary goals of the City Plan 2025:

Urban Center Area Guiding Policies:

- a. *Encourage mixed-use development to allow for shared parking and day and night utilization of available parking.*
- b. *Encourage intensive mixed-use development within one-quarter mile of public transit routes.*
- c. *Provide enough retail business and service space to enable Fayetteville to realize its full potential as a regional market.*
- d. *Encourage continuing improvements and expansion of regional shopping and entertainment attractions.*
- e. *Require that large commercial sites be designed and landscaped in a manner that preserves the aesthetic character of their surroundings.*
- f. *Direct new regional development into designated regional commercial centers.*
- g. *Approve new regional commercial development as Planned Zoning Districts (e.g. shopping centers, business parks, medical parks, industrial parks and mixed-use developments) or complete neighborhood plans in order to assure the overall integration of design and use.*
- h. *Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.*

(B) **Rezoning.** Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

FINDING: The submitted development plats and Master Development Plan booklets, along with the conditions of approval found applicable and appropriate, are binding with the approval of the requested rezoning. Should the Planning Commission forward this item to the City Council, an ordinance will be drafted for consideration of rezoning this property

in accordance with the submittal herein.

(C) R – PZD, Residential Planned Zoning District.

(1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

(a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's City Plan 2025 and the orderly development of the city.

(b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.

(c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.

(d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.

(e) To encourage the efficient use of those public facilities required in connection with new residential development.

FINDING: Staff is recommending approval of this application, finding the proposed PZD meets the intent of the PZD ordinance as noted above.

(2) *Permitted Uses.* All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

(3) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

FINDING: Permitted and Conditional uses are outlined in both the Master Development Plan booklets and plats.

(4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

FINDING: The majority of uses are principally residential, with non-residential uses allowed as a conditional use.

(F) *Bulk and area regulations*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - (a) The densities of surrounding development;
 - (b) the densities allowed under the current zoning;
 - (c) the urban development goals and other policies of the city's General Plan;
 - (d) the topography and character of the natural environment; and
 - (e) the impact of a given density on the specific site and adjacent properties.

FINDING: Surrounding development is similar in density to that proposed in this development, with the Crowne Apartments to the west. Other surrounding land uses are either university or industrial in nature and are not comparable in terms of density. The proposed density is consistent with the urban development goals in the City Plan 2025 as this area is designated as an Urban Center Area. The relatively flat topography is suitable for the proposed condominium building adjacent to Razorback Road and 15th Street, and the interior surface parking. Impacts to surrounding properties will be beneficial in terms of compatibility. Environmental impacts to the site will be minimized by providing a vegetative buffer along the Town Branch Creek. Density and zoning criteria under the current zoning (I-1) would not allow for the proposed multi-family development and would likely produce a development that is not compatible with surrounding properties.

- (2) *Lot area and setback requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.

FINDING: Building setbacks proposed are smaller than a typical multi-family zoning to allow for the building to be closer to 15th Street and Razorback Road, which is consistent with the City Plan 2025 goals for infill development in a more urban settings such as the subject site. The site is not proposed to be subdivided and lot area is not applicable. The project is being developed without subdivision of land, thus a horizontal property regime will likely be filed.

- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary

development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.

FINDING: Building heights proposed for this project (four stories fronting onto Razorback Road and 15th Street) are typical of multi-family development in the surrounding area.

- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

FINDING: The lot coverage or building area on this project is typical of lot coverages in a standard multi-family development, where there is no designated maximum building area.

***Required Findings for Rezoning Request.**

Land Use Plan: *The City Plan 2025 Future Land Use Plan designates this site as an Urban Center Area. Rezoning this property to R-PZD 07-2551, with the associated Master Development Plan, meets this designation, as the principal use on the property will be high-density residential with buildings located close to the street and parking in the rear of the buildings. The proposed plan, commitments, design standards and other conditions placed upon the project result in a compatible development with surrounding land uses in the general vicinity, meeting many of the goals of the City Plan 2025 for new development.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: Staff finds the proposal is highly consistent with the land use planning objectives, principles and policies, as evidenced the number of guiding policies for Urban Center Area this proposal meets. Rezoning the property will accommodate both the future land use plan for residential uses in this intended infill area and flexibility to allow for commercial and retail uses as a conditional use.

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

Finding: At this time the property is zoned I-1, which does not allow for multi-family residential development as a principal use. Staff finds that residential use

is more appropriate in this location than industrial use. Rezoning of this property as proposed is advisable.

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

Finding: Staff finds this proposal will not create or appreciably increase traffic danger and congestion, with the street improvements recommended.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Staff finds that in evaluating this proposal, the population density would undoubtedly increase from that which currently exists. Staff finds, however, that the load created on public services is not an undesirable or detrimental impact, with the improvements as recommended by staff for this project.

Engineering: Public water is located adjacent to the site. There is a 12" waterline to the east side of the property at 15th street. This 12" main will need to extend through the property and connect to the main on the east side of Razorback at the time of development.

Sanitary sewer is available on the site. There is a 24" sewer main located through the center of the property. Sewer service will need to be extended within the property at the time of development. Improvements to the sewer system may be required dependent upon the demand placed by the development.

The site has access to 15th Street and Razorback Road. Improvements will be needed along 15th street to connect with Razorback. Razorback is an improved four lane state highway in this location.

Standard improvements and requirements for drainage will be required for the development. This property is affected by the 100-year floodplain.

Police: It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter population density and will not create an undesirable increase on police services.

Fire: The subject property is located less than 1.3 miles from the Engine 6 located at 900 South Hollywood, with an estimated response time of 3 minutes. No adverse impacts on call volume or response time are anticipated.

5. If there are reasons why the proposed zoning should not be approved in view of

considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A



PC Meeting of May 29, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

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

LANDSCAPE REVIEW FORM

To: City of Fayetteville Planning Commission

From: Sarah K. Patterson, Urban Forester

Date: May 22, 2007

ITEM #: PZD 07-2551: Planned Zoning District (Champion's Club Condo)

Applicable Requirements:

Y	Site Development & Parking Lot Standards
N	F-540 Design Overlay
Y	Street Tree Planting Standards
N	Stormwater Facilities

Plan Checklist:

Y= submitted by applicant

N=requested by City of Fayetteville

NA= not applicable

Preliminary Submittal	Final Submittal	
		All Landscape Plans
Y	Y	Irrigation notes either automatic or hose bib
Y	Y	Species of plant material identified
Y	Y	Size of plant material at time of installation indicated
Y	Y	Soil amendments notes include that soil is amended and sod removed
Y	Y	Mulch notes indicate organic mulching around trees and within landscape beds
Y	Y	Plans stamped by a licensed Landscape Architect
Y	Y	Planting details according to Fayetteville's Landscape Manual
		Site Development & Parking Lot Standards
Y	Y	Wheel stops/ curbs
		Interior landscaping
N	N	Narrow tree lawn (8' min width, 17' min length/ 1 tree per 12 spaces)
		Tree island (8' min. width/1 tree per 12 spaces)

Preliminary Submitted	Final Submitted	
N	Y	Perimeter landscaping <i>Side and rear property lines (5' landscaped)</i> <i>Shade trees as described in street tree planting standards,</i> <i>Parking lot adjacent to R.O.W.- continuous planting of shrubs-at least</i> <i>8 per tree- and ground cover -50% evergreen)</i>
		Overlay District Requirements
NA		Greenspace adjacent to street R.O.W. (25' wide)
NA		Large street trees planted every 30' L.F. along R.O.W.
NA		25% of total site area left in greenspace (80% landscape)
NA		Parking lots and outdoor storage screened with landscaping
		Street Tree Planting Standards (time of P.P. or permit)
NA		Residential Subdivisions- 1 large species shade tree/ lot tree <i>planted within R.O.W. if possible</i>
N	Y	Nonresidential Subdivision- 1 large species shade tree/30 L.F. <i>tree planted within 15-25' greenspace</i>
NA		Urban Tree Wells-urban streetscape only-10foot sidewalk
NA		Structural Soil-if urban wells are used, a note or detail of structural <i>soil must be indicated on the landscape plan</i>
NA		Timing of planting indicated on plans (subdivisions only)
NA		Written description of the method for tracking plantings
		Stormwater Facilities (time of P.P. or permit)
NA		1 deciduous or evergreen tree/ 3000 square feet
NA		4 large shrubs (3 gal) or small trees / 3000 square feet
NA		6 shrubs or grasses (1 gal) / 3000 square feet
NA		Ground cover unless seed or sod is specified
NA		50% of facility planted with grass or grass like plants

Findings:

- Staff finds in favor of the waiver request for the 15 foot greenspace located at the corner of Razorback Road and 15th street as this is an important entry way for pedestrian use. Staff recommends that 4 (2) inch caliper trees be planted either using urban tree wells with structural soil or an equivalent design of above ground planters approved by the Urban Forester.
- Staff finds in favor of the second waiver of the 15 foot greenspace requirement located along Razorback adjacent to the proposed parking. The applicant has reduced the drive aisle and parking spaces to give at the minimum a 10 foot greenspace at the most southern point. There are approximately 5 spaces which encroach into this space. Razorback Road has been slated to have a 10 foot wide sidewalk for pedestrian access. With this requirement, additional right of way has been requested by staff. From the existing right of way line the full 15 feet of greenspace can be met. It is only after meeting the request of staff for additional sidewalk and right of way that the greenspace is encroached upon. Staff recommends adding hanging/climbing vines on the landscape plan to help soften

the hardscape of the retaining wall along the entire Razorback Road right of way. The spacing and species of plant would be reviewed by the Urban Forester at the time of construction documents.

Conditions of Approval:

- 1. Adjacent to Razorback Road there are 14 consecutive parking spaces without a tree island. Please add an island with tree to break up these spaces or reduce the number of spaces to 12.**
- 2. If the trees on the corner of Razorback and 15th are proposed to be in urban tree wells, a tree well planting detail must be included on the plan specifying the use of structural soil and the type of tree grate proposed.**
- 3. Street trees required by Chapter 177 can not be counted to meet mitigation for removed canopy.**
- 4. Review the report above and address any other comments that have been marked with the letter N.**
- 5. Under the new Landscape Regulations Chapter 177, street trees must be bonded for a 3 year period. This bond is for the maintenance of the trees. This amount must be deposited with the City before issuance of a final certificate of occupancy.**
- 6. Prior to building permit, a cost estimate for all required landscape is to be submitted to the Urban Forester for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.**



PC Meeting of May 29, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

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

TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville Planning Commission

From: Sarah K. Patterson, Urban Forester

Date: May 22, 2007

ITEM # PZD 07-2551: Planned Zoning District (Champion's Club Condos)

Requirements Submitted:

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

Canopy Measurements:

Total Site Area	
acres	4.42
square feet	192,471
Existing Tree Canopy	
acres	0.58
square feet	24,275
percent of site area	12.6%
Existing Tree Canopy Preserved	
acres	0.25
square feet	10,982.96
percent of total site area	5.71%
Percent Minimum Canopy Required	12.6%

FINDINGS:

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

- **This site is almost completely open with about 12% canopy existing along the creek running along the western property line. No significant trees were identified but riparian buffers are considered**

high priority for preservation.

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

- **Environmental degradation should not occur on this site although the removal of the trees along the riparian area could affect the creek.**

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

- **Adjacent properties should not be affected by the removal of tree canopy on this area.**

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

- **N/A**

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

- **The size and shape of the lot does not reduce flexibility of design.**

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

- **The general health of these trees is good.**

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

- **Canopy removed on this site is for the installation of the parking lots associated with the structure.**

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

- **No trees should be removed due to installation of utilities.**

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

- **The size of the development on this site is encroaching closely to the creek. This is causing the removal of tree canopy.**

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

- **N/A**

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

- **Mitigation will be required on the site but it will serve as a great benefit to this area.**

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

- **N/A**

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

- N/A

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

- **Staff is recommending approval of the proposed Tree Preservation Plan with the following conditions of approval.**

Conditions of Approval:

1. Mitigation on this site will be required to replace 13,292 square feet of canopy removed. The applicant has requested and been approved to plant 30 (2) inch caliper large species trees on the site. A bond/letter of credit/check shall be deposited with the City before issuance of a final Certificate of Occupancy is granted. If all trees can not be planted on site, money in lieu will be required to be paid into the Tree Escrow Account before a building permit can be issued.
2. It appears that the mitigation trees are being double counted for those required as street trees. Chapter 177 Landscape Regulations requires street trees to be planted every 30 feet. These trees are not allowed to also count as mitigation trees. The 18 proposed trees planted within the Tree Preservation Area are the only ones that currently proposed that can count toward mitigation. Please locate the other 12 required trees on the site or submit a request to do a combination of money in lieu and on-site planting.
3. All preserved canopy will be set aside into a Tree Preservation Area on the easement plat. This removal all developmental right and will ensure complete protection of these preserved trees.



THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 444-3469

TO: Andrew Garner, Planner
FROM: Kay Curry, Park Planner
DATE: May 15, 2007
SUBJECT: Parks & Recreation Subdivision Committee Comments

Meeting Date: May 17, 2007
Item: PZD 07-2551 (Champion's Club, 599)
Park District: SW
Zoned: I-1
Billing Name & Address: University Housing Group 2117 Rosalind Ave. Roanoke, VA
24014-0187,

	<u>Current Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	_____ @ .024 acre per unit = _____ acres	_____ @ \$555 per unit = \$ _____
Multi Family	_____ @ .017 acre per unit = _____ acres	<u>143</u> @ \$393 per unit = <u>\$56,199</u>

COMMENTS:

- Parks and Recreation Advisory Board reviewed this project on April 3, 2006 and recommended accepting money in lieu and credit for building an extra wide sidewalk as an on street linkage to Town Branch Trail to satisfy the Park Land Dedication Ordinance requirement. This decision was based on the proximity of the land to Greathouse Park and the parkland and trail at Town Branch Creek.
- The developer will construct a 10' wide sidewalk from 15th Street to Town Creek Trail instead of a 6' walk and receive credit in the amount of \$40/square yard of concrete for a total of \$14,311 towards Park Land Dedication money in lieu requirement
- Remaining fees are due in the amount of \$ 41,888 prior to issuance of building permits.



Fayetteville Fire Department

MEMO

To: Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson
Asst Chief Bud Thompson
From: Captain Dale Riggins
Date: May 24, 2007
Re: May 1, 2007 Zoning Review – Fire Department Comments

R-PZD 07-2551 (Champion's Club Condos)

These 4.20 acres are covered by Engine 6 located at 900 S Hollywood.

It is 1.3 miles from the station with an expected response time of 3 minutes.

The Fire Department anticipates 32(19 EMS – 13 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.

The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this development.

Please feel free to contact me if you have any questions

Captain Dale Riggins
Fayetteville Fire Department



Fayetteville Fire Department





Crafton, Tull, Sparks & Associates, Inc.

architects, engineers, landscape architects, interior designers & surveyors

C. 1
R-PZD 07-2551
(Champions Club Condos)
Page 42 of 52

government ☒
public works ☒
parks & recreation ☒
residential ☒
commercial ☒
transportation ☒
industrial ☒
sports ☒
spiritual ☒
education ☒
health ☒

May 21, 2007

Mr. Andrew Garner
City of Fayetteville Planning Department
113 W. Mountain
Fayetteville, AR 72701

RE: Champions Club

CTSA Job No. 061025-00

Dear Andrew:

We appreciate the comments that you provided for the Champions Club project. We have resubmitted 32 copies of the plats (28 half-size, 4 full-size) and 15 booklets as you requested. I believe that all of the items you mentioned have been addressed in the plan sheets and booklets, including a paragraph added to section D outlining the timeframe in which each phase is to obtain the required permits. Furthermore, changes have been made to address the comments made by all departments.

We are requesting a waiver from the Fayetteville Unified Development Code Chapter 166.12 to allow for the Champions Club Condos to be constructed over the existing sanitary sewer easement and proposed water easement at the north entrance of the site. The structure will maintain a minimum clearance of 13' 6" required by the fire department and to allow for future maintenance of the facilities. With the approval and acceptance of the final PZD for Champions Club Condos, City Council is approving the waiver request.

A waiver request is also being made for a variance from the 15' landscaping buffer required behind the right of way at the corner of 15th Street and Razorback Road. We feel that extra hard surface is needed in this area to accommodate the anticipated increase in foot traffic from the main entrance to the building. With the approval of the final PZD for Champions Club Condos, City Council is also approving this waiver request.

A waiver request is also being made for a variance from the 15' landscaping buffer required behind the right of way for the section of the site just to the south of the phase 2 building. In conjunction with this waiver, another waiver request is also being made for a variance in lane width on the southeastern most drive isle. The lane width is being reduced from the normal 24' to 22'. We do not believe the change will adversely affect the vehicular traffic because the spaces in this area are compact spaces that will be used by vehicles that can manage the reduced space. This width is being reduced to create extra green space between the parking and the right-of-way, which is now 10.66' feet at the south end and 19.45' at the northern end of this parking area. With the

901 North 47th Street, Suite 200 • Rogers, Arkansas 72756 • phone: 479.636.4838 • fax: 479.631.6224
Birmingham | Little Rock | Oklahoma City | Rogers | Russellville | Tulsa | Wichita



approval of the final PZD for Champions Club Condos, City Council is also approving these waiver requests. With the approval of the final PZD for Champions Club Condos, City Council is also approving this waiver request.

We appreciate your review of this project and look forward to your feedback. If you have any questions or need any additional information please don't hesitate to call me at (479) 878-2403.

Sincerely,
Crafton, Tull, Sparks & Associates, Inc.

Reid Catt
Project Engineer

Enclosures



Crafton, Tull, Sparks & Associates, Inc.

architects, engineers, landscape architects, interior designers & surveyors

C. 1
R-PZD 07-2551
(Champions Club Condos)
Page 44 of 52

April 24, 2007

Mr. Andrew Garner
City of Fayetteville Planning Department
113 W. Mountain
Fayetteville, AR 72701

RE: Champions Club

CTSA Job No. 061025-00

Dear Andrew:

We appreciate the comments that you provided for the Champions Club project. We have resubmitted 28 copies of the plats (half-size) and 8 booklets as you requested.

I believe that all of the items you mentioned have been addressed in the booklet and on the plat sheets. The number of units for the project will be 143, not 144. Also, the maximum height regulation for the structure has been addressed. The City definition of height states that height is measured vertically from the existing natural grade to the highest point on the structure. This site is atypical in that the natural grade is set well below the existing infrastructure. If the structure is measured up from this depressed existing grade, the height will be deceptively tall. After some discussion with you, we feel that a more accurate height description of the building would be from the existing sidewalk or edge of asphalt. As shown in Appendix A Building Elevations the new height maximum is set at 73.5 feet, which happens at the south end of the building along Razorback Road. The section K heading has been changed and a paragraph was added to discuss why we feel the project is in compliance with the City Plan 2025 as an Urban City Area.

The master development plat information is now being included as part of the LSD plan sheets. The general provisions have been inserted on the cover and the other sheets follow as noted in the appendix on the cover. Furthermore, changes have been made to accommodate the comments addressed by all departments including engineering, solid waste, landscaping, and fire.

We are requesting a waiver from the Fayetteville Unified Development Code Chapter 166.12 to allow for the Champions Club Condos to be constructed over the existing sanitary sewer easement and proposed water easement at the north entrance of the site. The structure will maintain a minimum clearance of 13' 6" required by the fire department and to allow for future maintenance of the facilities. With the approval and acceptance of the final PZD for Champions Club Condos, City Council is approving the waiver request.

A waiver request is also being made for a variance from the 15' landscaping buffer required behind the right of way for the section of the site just to the south of the building in phase 2. With the approval of the final PZD for Champions Club Condos, City Council is also approving this waiver request. We feel that the grade difference between the street and the parking lot along with fencing atop the retaining wall and proposed landscaping, an adequate buffer can be achieved.

government ☒
public works ☒
parks & recreation ☒
residential ☒
commercial ☒
transportation ☒
industrial ☒
sports ☒
spiritual ☒
education ☒
health ☒

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Birmingham | Little Rock | Oklahoma City | Rogers | Russellville | Tulsa | Wichita

We appreciate your review of this project and look forward to your feedback. If you have any questions or need any additional information please don't hesitate to call me at (479) 878-2475.

Sincerely,
Crafton, Tull, Sparks & Associates, Inc.



Steven Beam
Project Manager

Enclosures



THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 444-3416
mmihalevich@ci.fayetteville.ar.us

ENGINEERING DIVISION CORRESPONDENCE

To: Crafton, Tull, Sparks & Assoc.
From: Matt Mihalevich, Trails Coordinator
Date: May 16, 2007
Subject: Subdivision Committee Review Comments

ITEM #: PZD 07-2551: Planning Zoning District (Champions Club Condos)

TRAIL COMMENTS

1. Just for clarification, remove the curb lines shown through the trail and sidewalk at the entry drives so the plan shows the trail and sidewalk at the same grade as the drive and continuing through the drive.

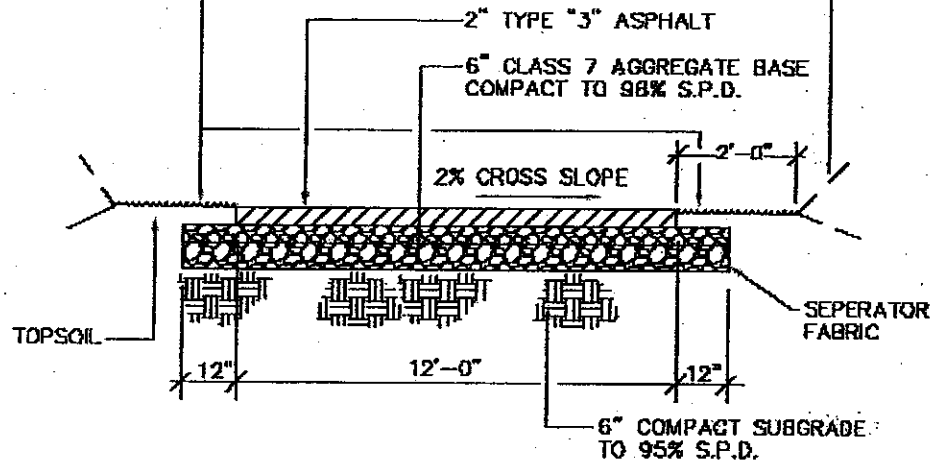
NOTES:

CONSTRUCT 2% CROSS SLOPE IN SAME DIRECTION AS EXISTING GRADE UNLESS OTHERWISE DESIGNATED.

LONGITUDINAL TRAIL GRADE SHALL NOT EXCEED 5%.

2" SHOULDER TO BE GRADED SMOOTH AND SODDED. SLOPE AT 2% IN SAME DIRECTION AS CROSS SLOPE OF TRAIL. SOD SHALL BE 1" LOWER THAN TRAIL SURFACE (TYP.)

THE GROUND BEYOND SODDED SHOULDERS SHALL MEET EXISTING GRADE WITH MAX SLOPE 3:1.



SECTION-12' WIDE ASPHALT TRAIL

NOT TO SCALE

From: Dale Riggins
To: Fulcher, Jesse
Date: 4/30/2007 2:04 PM
Subject: Fwd: Zoning Review: R-PZD 07-2551 Champions Club Condos
Attachments: 4348.pdf

Jesse,

Attached are the comment from the fire department for the May 1 zoning review of the Champions Club Condos.

I looked at the plat for this development and we are concerned about the parking gates located on the island on the northeast section of the parking area. We do not believe that our apparatus can make the turn to the left in time to clear the gates.

Where ever they put the gate, it needs to have a 20' access for fire apparatus according to the Arkansas Fire Code.

If you have any questions please feel free to contact me

Dale

>>> Andrew Garner 4/24/2007 1:37 PM >>>

Will you please review this and provide comments on the requested rezoning. The project description is listed below and exhibits of the project are attached.

Please provide comments back to Jesse Fulcher by May 1st as I will be out of the office.

R-PZD 07-2551: Planned Zoning District (CHAMPION'S CLUB CONDOS, 599): Submitted by CRAFTON, TULL & ASSOCIATES for property located at SW CORNER OF RAZORBACK RD. AND 15TH STREET, E OF THE CROWNE APTS. The property is zoned I-1, HEAVY COMMERCIAL/ LIGHT INDUSTRIAL, and contains approximately 4.42 acres. The request is for Master Development Plan rezoning and land use approval for a Residential Planned Zoning District 4-story condominium building with 143 residential units.

Thanks,
Andrew

—
Andrew M. Garner
Senior Planner
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

Tel. 479.575.8262
Fax. 479.575.8202
agarner@ci.fayetteville.ar.us
www.accessfayetteville.org

May 1, 2007

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed R-PZD 07-2551: Planned Zoning District (CHAMPION'S CLUB CONDOS, 599): Submitted by CRAFTON, TULL & ASSOCIATES for property located at SW CORNER OF RAZORBACK RD. AND 15TH STREET, E OF THE CROWNE APTS would substantially alter the population density and thereby undesirably increase the load on police services and create an appreciable increase in traffic danger and congestion.

It is the opinion of the Fayetteville Police Department that this Planned Zoning District **will not** substantially alter the population density causing an undesirable increase in the load on police services. The Planned Zoning District **will not** create an appreciable increase in traffic danger and congestion in the area.

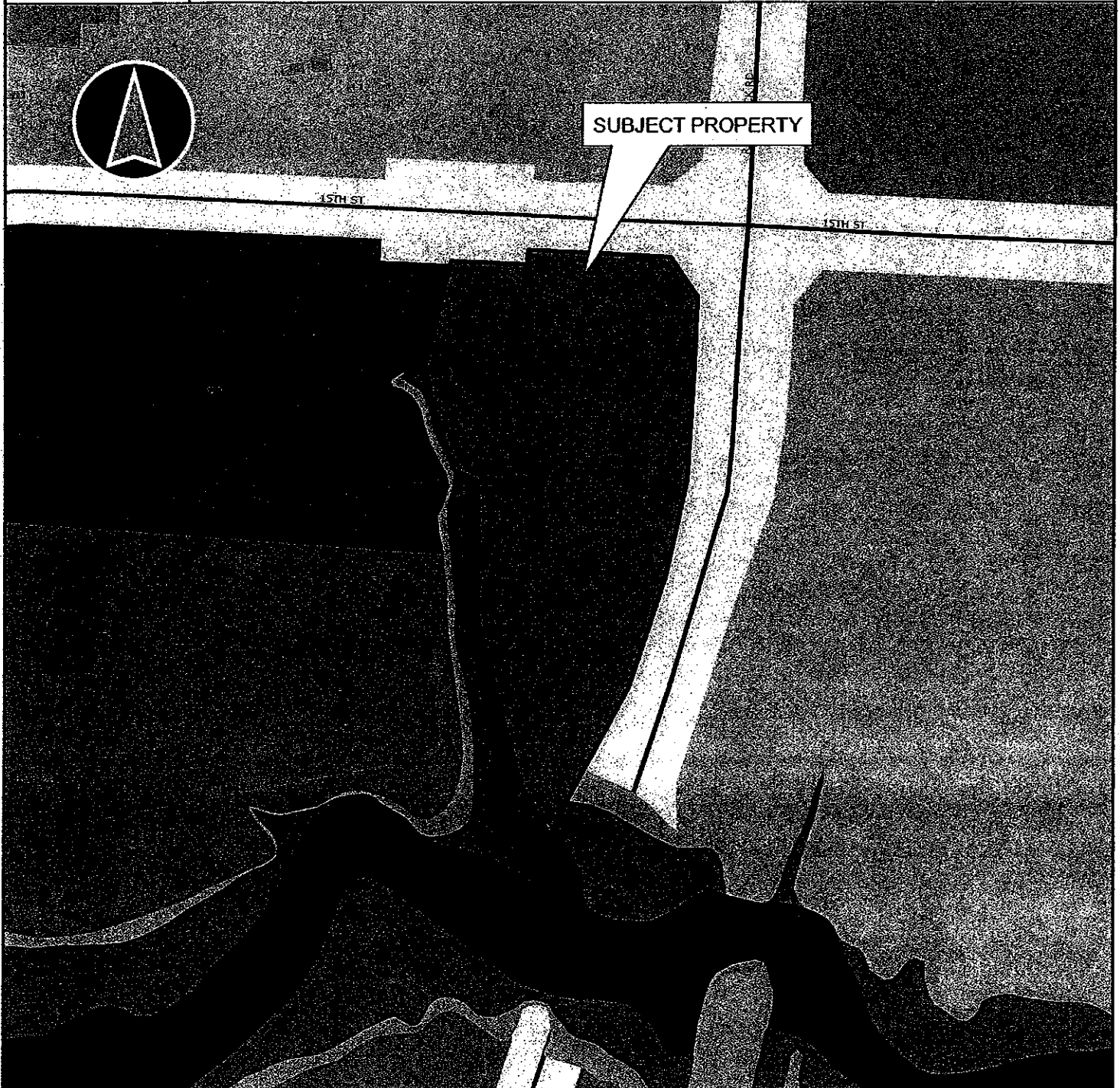
Sincerely,

Captain William Brown
Fayetteville Police Department

PZD07-2551

Close Up View

CHAMPIONS CLUB CONDOS



Overview



0 75 150 300 450 600 Feet

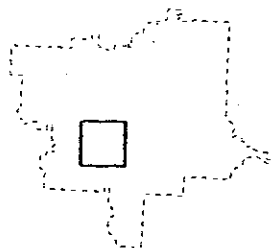
PZD07-2551

One Mile View

CHAMPIONS CLUB CONDOS



Overview



Legend

Subject Property

 PZD07-2551

Boundary

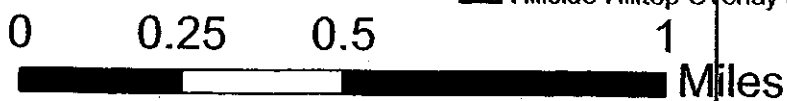
 Planning Area

 Overlay District

 Outside City

Legend

 Hillside-Hilltop Overlay District



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

C. 2
VAC 07-2568
(Mathis Shopping Centers, Inc.)
Page 1 of 22

19-Jun-07

City Council Meeting Date

Jeremy Pate *JP*
Submitted By

Planning
Division

Operations
Department

Action Required:

VAC 07-2568: (Mathias Shopping Centers, Inc., 401): Submitted by Crafton, Tull, Sparks and Associates for property located at 1267 North Steamboat Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 6.45 acres. The request is to vacate existing utility easements across the subject property as all utilities required to serve the subject development have been installed and are located in easements dedicated by a filed easement plat.

N/A

N/A

N/A

Cost of this request

Category/Project Budget

Program Category / Project Name

N/A

N/A

N/A

Account Number

Funds Used to Date

Program / Project Category Name

N/A

N/A

N/A

\$

-

Project Number

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

Hayes
Department Director

6-4-07
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Kraft
City Attorney

6-4-07
Date

Original Contract Number: n/a

Paul A. Bach
Finance and Internal Service Director

6-4-07
Date

Received in City Clerk's Office

ENTERED
6/1/07

Paul A. Bach
Mayor

6/5/07
Date

Received in Mayor's Office

ENTERED
6/4/07

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning X

Date: June 1, 2007

Subject: Utility Easement Vacation for Mathias Shopping Centers, Inc. (VAC 07-2568)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance vacating existing utility easements on the subject property to allow for development of the property as approved in LSD 06-2168. All utilities required to serve the subject development have been installed and are located in easements dedicated by a filed easement plat.

BACKGROUND

The subject property is located at Lot 3RA of the Wedington Place Addition Phase II. The subject property consisted of Lots 3RA and 3RB, containing approximately 5.92 and 1.25 acres respectively. A property line adjustment was approved on April 24, 2006, resulting in the Lots 3RA and 3RB containing approximately 6.45 and .73 acres respectively.

A large scale development was approved by the Subdivision Committee on August 31, 2006 for the 6.45 acre tract. The development will contain two separate retail buildings totaling 55,434 sq. ft. with 259 parking spaces. The development will complete a cross-access drive, connecting Steamboat Drive to Colorado Drive, allowing area residents to access multiple commercial sites, while avoiding the highly trafficked Wedington Drive. A building permit has been submitted for this addition; however, there is an existing utility easement that is located within the proposed building footprint. Although, there are no existing utility lines within the subject easement, the easement must be vacated prior to building permit approval. All utilities required to serve the subject development have been installed and are located in easements dedicated by a filed easement plat.

DISCUSSION

The Planning Commission voted 6-0-0 on its consent agenda to forward this item to the City Council with a recommendation for approval. Notification was provided to all appropriate utility representatives. Conditions of approval are recommended in order to satisfy the comments made by city division and utility company representatives.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 07-2568 SUBMITTED BY CRAFTON, TULL, SPARKS AND ASSOCIATES FOR PROPERTY LOCATED AT 1267 NORTH STEAMBOAT DRIVE TO VACATE UTILITY EASEMENTS ACROSS THE SUBJECT PROPERTY AS THE UTILITIES HAVE BEEN RELOCATED TO ALLOW DEVELOPMENT ON THE SITE.

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

WHEREAS, the City Council has determined that the following described portion of the platted utility easements are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility easements, less and except utility easements dedicated by easement plat recorded as Document No. 023A-00000282 in Washington County, Arkansas:

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

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

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

1. Any relocation of existing utilities shall be at the owner/developer's expense.

PASSED and **APPROVED** this day of , 2007.

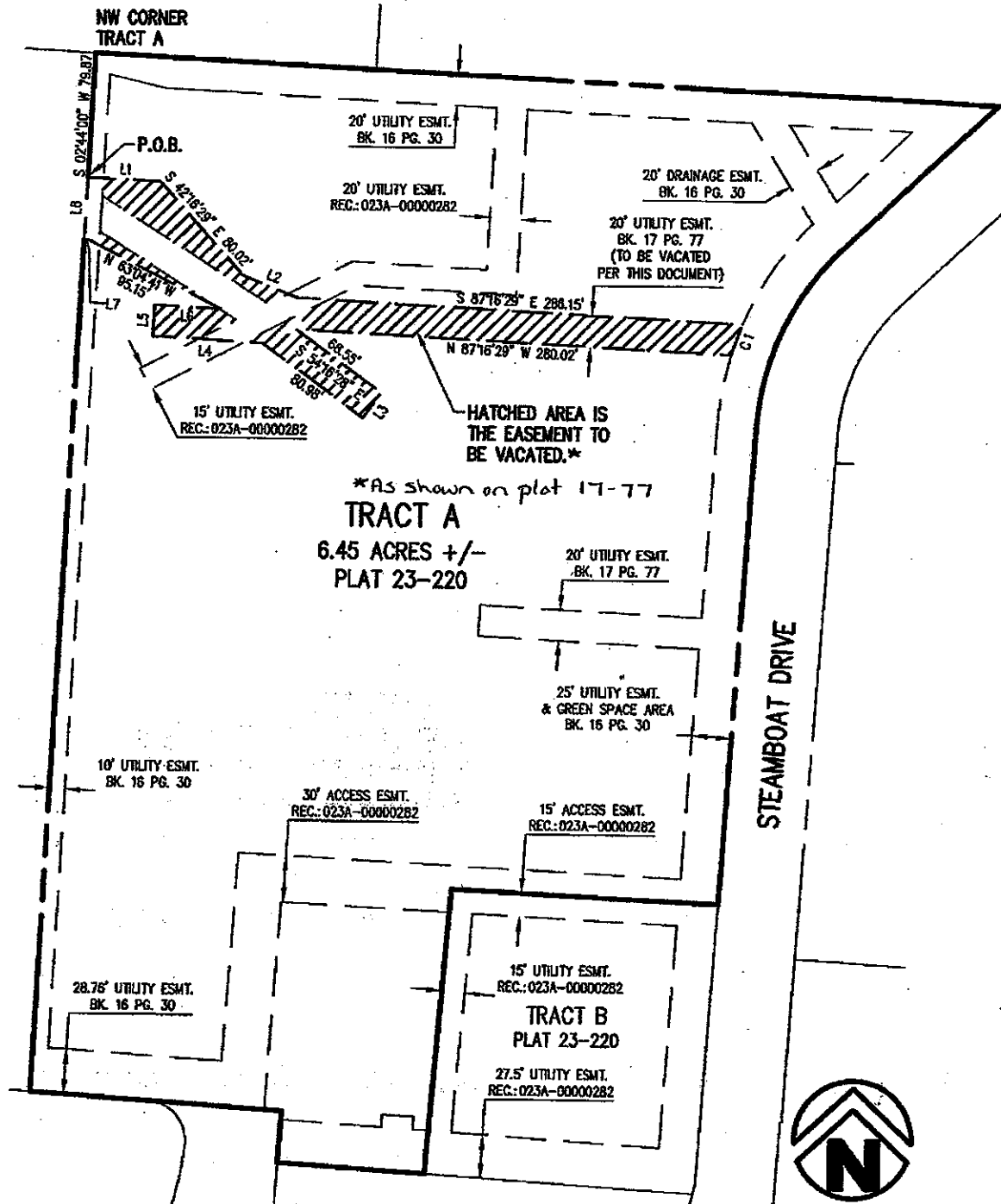
APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer

EXHIBIT "A"

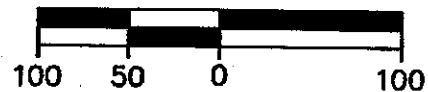


LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 87°16'29" E	46.65'
L2	S 68°23'18" E	38.37'
L3	S 35°43'32" W	20.00'
L4	N 87°16'29" W	70.39'
L5	N 02°43'31" E	20.00'
L6	S 87°16'29" E	42.38'
L7	N 87°16'29" W	3.42'
L8	N 02°44'00" E	40.00'

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	105°57'58"	201.00	20.93	10.47	S 19°46'45" W	20.92



THIS IS NOT A PLAT



Crafton, Tull, Sparks & Associates, Inc.

901 N. 47th Street, Suite 200, Rogers, AR 72756

479.636.4838 FAX: 479.631.6224

www.craftontullsparks.com

Architects, Engineers & Surveyors

© 2007 Crafton, Tull, Sparks & Associates, Inc.

EXHIBIT "B"
VAC 07-2568

A PART OF TRACT A, AS RECORDED IN CIRCUIT CLERKS OFFICE FOR WASHINGTON COUNTY, ARKANSAS AT PLAT RECORD 23-220, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON PLAT RECORD 23-220; THENCE ALONG THE WEST LINE THEREOF S02°44'00"W 79.87 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE S87°16'29"E 46.65 FEET; THENCE S42°16'29"E 80.02 FEET; THENCE S68°23'18"E 38.37 FEET; THENCE S87°16'29"E 286.15 FEET TO THE WEST LINE OF AN EXISTING UTILITY EASEMENT AS SHOWN ON PLAT BOOK 16 AT PAGE 30; THENCE ALONG SAID WEST LINE 20.93 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 201.00 FEET AND A CHORD OF S19°46'45"W 20.92 FEET; THENCE LEAVING SAID WEST LINE N87°16'29"W 280.02 FEET; THENCE S54°16'28"E 68.55 FEET; THENCE S35°43'32"W 20.00 FEET; THENCE N54°16'28"W 80.98 FEET; THENCE N87°16'29"W 70.39 FEET; THENCE N02°43'31"E 20.00 FEET; THENCE S87°16'29"E 42.39 FEET; THENCE N63°04'41"W 95.15 FEET; THENCE N87°16'29"W 3.42 FEET TO THE WEST LINE OF TRACT A, AS SHOWN ON PLAT RECORD 23-220; THENCE ALONG THE WEST LINE THEREOF N02°44'00"E 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14198.0 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.



PC Meeting of May 29, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: May 17, 2007 Updated June 1, 2007

VAC 07-2568: (MATHIAS SHOPPING CENTERS, INC., 401): Submitted by CRAFTON, TULL, SPARKS & ASSOCIATES for property located at 1267 N. STEAMBOAT DRIVE. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 6.45 acres. The request is to vacate a utility easement across the subject property as the utilities have been moved to allow development on the site.

Planner: Jesse Fulcher

Findings:

Property Description and Background: The subject property is located at Lot 3RA of the Wedington Place Addition Phase II. The subject property consisted of Lots 3RA and 3RB, containing approximately 5.92 and 1.25 acres respectively. A property line adjustment was approved on April 24, 2006, resulting in the Lots 3RA and 3RB containing approximately 6.45 and .73 acres respectively.

A large scale development was approved by the Subdivision Committee on August 31, 2006 for the 6.45 acre tract. The development will contain two separate retail buildings totaling 55,434 sq. ft. with 259 parking spaces. The development will complete a cross-access drive, connecting Steamboat Drive to Colorado Drive, allowing area residents to access multiple commercial sites, while avoiding the highly trafficked Wedington Drive. A building permit has been submitted for this addition; however, there is an existing utility easement that is located within the proposed building footprint. Although, there are no existing utility lines within the subject easement, the easement must be vacated prior to building permit approval. All utilities required to serve the subject development have been installed and are located in easements dedicated by a filed easement plat.

Request: The applicant requests vacation of approximately 14,198 sq. ft. of existing utility easement on the subject property.

The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

UTILITIES

RESPONSE

Ozarks Electric	No objections.
Cox Communications	No objections
Southwestern Electric Power Company	No Objections
Arkansas Western Gas	No Objections
Southwestern Bell Telephone	No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer	No Objections.
Transportation	No Objections
Solid Waste	No Objections
Engineering	No objections.

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding (VAC 07-2568) to the City Council with a recommendation for approval with the following conditions.

Conditions of Approval:

1. Any relocation of existing utilities shall be at the owner/developer's expense.
2. The hatched area to be vacated (BK. 17 PG. 77) shall be less and except those easements dedicated by easement plat in association with LSD 06-2168.

CITY COUNCIL ACTION: Required **PLANNING COMMISSION ACTION: Required**
Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: May 29, 2007

Motion: Graves

Second: Lack

Vote: 6-0-0

Comments:

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

By _____

Title _____

Date _____



Crafton, Tull, Sparks & Associates, Inc.

architects, engineers, landscape architects, interior designers & surveyors

C. 2

VAC 07-2568

(Mathis Shopping Centers, Inc.)

Page 9 of 22

April 5, 2007

Planning Commission
City of Fayetteville
125 W. Mountain Street
Fayetteville, AR 72701

Dear Planning Commission:

This letter shall accompany the Easement Vacation Submittal and application for vacating a utility easement located on Tract A of Wedington Place Addition, Phase II in Fayetteville, AR. This Easement Vacation includes the vacating a 20' utility easement which extends from east to west across Tract A of Wedington Place Addition, Phase II. The reason for the request to vacate this easement is that the Large Scale Approved by Planning Commission for this same site incorporates a commercial retail building which is located in the existing easement. The easement was originally dedicated to provide water and sewer access across the property. However, with the LSD that was approved by planning, which is now in construction, water and sewer access as well as other utility access are provided by different means. The vacation of this easement shall not prevent any surrounding property from having access to any utility service. Please reference LSD 06-2168 - Wedington Place Commercial, for more information regarding the Large Scale Development.

Sincerely,

Jonathan Ely, E.I.
Civil Engineer
Crafton Tull & Associates, Inc.

government
public works
parks & recreation
residential
commercial
transportation
industrial
sports
spiritual
education
health

Birmingham | Little Rock | Oklahoma City | Rogers | Russellville | Tulsa | Wichita

901 North 47th Street, Suite 200 • Rogers, Arkansas 72756 • phone: 479.636.4838 • fax: 479.631.6224

PETITION

PETITION TO VACATE AN EASEMENT LOCATED IN TRACT A OF WEDINGTON PLACE SUBDIVISION, PHASE II, CITY OF FAYETTEVILLE, ARKANSAS

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

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Tract A of Wedington Place Subdivision, Phase II, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

DESCRIPTION: EASEMENT TO BE VACATED

A PART OF TRACT A, AS RECORDED IN CIRCUIT CLERKS OFFICE FOR WASHINGTON COUNTY, ARKANSAS AT PLAT
RECORD 23-220, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON PLAT RECORD 23-220; THENCE ALONG
THE WEST LINE THEREOF S02°44'00"W 79.87 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE
S87°16'29"E 48.65 FEET; THENCE S42°16'29"E 80.02 FEET; THENCE S68°23'18"E 38.37 FEET; THENCE S87°16'29"E 286.15
FEET TO THE WEST LINE OF AN EXISTING UTILITY EASEMENT AS SHOWN ON PLAT BOOK 16 AT PAGE 30; THENCE
ALONG SAID WEST LINE 20.93 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 201.00 FEET AND
A CHORD OF S19°46'45"W 20.92 FEET; THENCE LEAVING SAID WEST LINE N87°16'29"W 280.02 FEET; THENCE S54°16'28"E
68.55 FEET; THENCE S35°43'32"W 20.00 FEET; THENCE N54°16'28"W 80.98 FEET; THENCE N87°16'29"W 70.39 FEET;
THENCE N02°43'31"E 20.00 FEET; THENCE S87°16'29"E 42.39 FEET; THENCE N63°04'41"W 95.15 FEET; THENCE
N87°16'29"W 3.42 FEET TO THE WEST LINE OF TRACT A, AS SHOWN ON PLAT RECORD 23-220; THENCE ALONG THE
WEST LINE THEREOF N02°44'00"E 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14198.0 SQUARE FEET OR 0.33
ACRES, MORE OR LESS.

That the abutting real estate affected by said abandonment of the easement are (*lot, block, subdivision of each
adjoining lot to the area requested to be vacated*) City of Fayetteville used by the public for a period of many years,
and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the
above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate,
subject, however, to the existing utility easements and sewer easements as required, and that the above described real
estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as
provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville,
Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that
title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as
to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 18TH day of MAY, 2007.

SAM MATHIAS
Printed Name

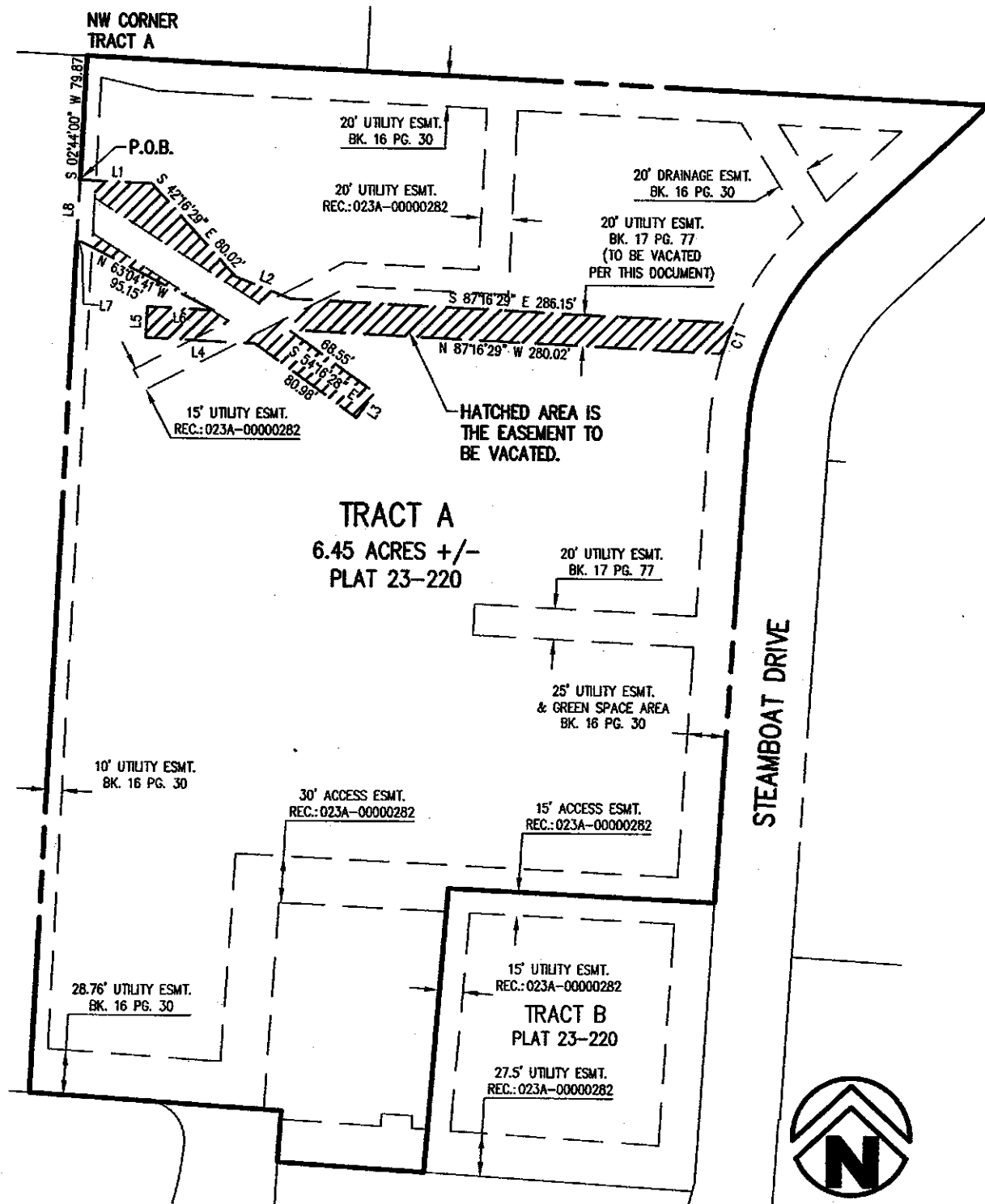
Sam Mathias
Signature

Printed Name

Signature

EXHIBIT "A"

C. 2
VAC 07-2568
(Mathis Shopping Centers, Inc.)
Page 11 of 22

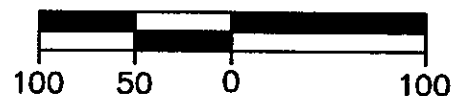


LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 87°16'29" E	46.65'
L2	S 68°23'18" E	38.37'
L3	S 35°43'32" W	20.00'
L4	N 87°16'29" W	70.39'
L5	N 02°43'31" E	20.00'
L6	S 87°16'29" E	42.39'
L7	N 87°16'29" W	3.42'
L8	N 02°44'00" E	40.00'

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	05°57'58"	201.00	20.93	10.47	S 19°46'45" W	20.92



THIS IS NOT A PLAT



Crafton, Tull, Sparks & Associates, Inc.
901 N. 47th Street, Suite 200, Rogers, AR 72756
479.636.4838 FAX: 479.631.6224
www.craftontullsparks.com

Architects, Engineers & Surveyors

© 2007 Crafton, Tull, Sparks & Associates, Inc.

Waco Title Company
125 Parkwood, Suite A
PO Box 1910
Lowell, AR 72745
(479) 770-6700
(479) 770-6702



SPECIAL CERTIFICATE

File #: 0703149-951

For the use and benefit of: CRAFTON & TULL—KERRI PINGEL

STATE OF ARKANSAS)
COUNTY OF Washington)

We the undersigned, being an employee of Waco Title Company, do hereby certify that we have made due and diligent search of the Records in the Assessors Office within and for Washington County, Arkansas, and find the adjacent owners and addresses as shown in Exhibit A.

IN-SO-FAR as the same affects the following described property, to-wit:

DESCRIPTION: EASEMENT TO BE VACATED

A PART OF TRACT A, AS RECORDED IN CIRCUIT CLERK'S OFFICE FOR WASHINGTON COUNTY, ARKANSAS, AT PLAT RECORDS 23-220, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTHWEST CORNER OF TRACT A, AS SHOWN ON PLAT RECORD 23-220; THENCE ALONG THE WEST LINE THEREOF S 02 DEGREES 44 MINUTES 00 SECONDS W 79.87 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE S 87 DEGREES 16 MINUTES 29 SECONDS E 46.65 FEET; THENCE S 42 DEGREES 16 MINUTES 29 SECONDS E 80.02 FEET; THENCE S 68 DEGREES 23 MINUTES 18 SECONDS E 38.37 FEET; THENCE S 87 DEGREES 16 MINUTES 29 SECONDS E 286.15 FEET TO THE WEST LINE OF AN EXISTING UTILITY EASEMENT AS SHOWN ON PLAT BOOK 16 AT PAGE 30; THENCE ALONG SAID WEST LINE 20.93 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 201.00 FEET AND A CHORD OF S 19 DEGREES 46 MINUTES 45 SECONDS W 20.92 FEET; THENCE LEAVING SAID WEST LINE N 87 DEGREES 16 MINUTES 29 SECONDS W 280.02 FEET; THENCE S 54 DEGREES 16 MINUTES 28 SECONDS E 68.55 FEET; THENCE S 35 DEGREES 43 MINUTES 32 SECONDS W 20.00 FEET; THENCE N 54 DEGREES 16 MINUTES 28 SECONDS W 80.98 FEET; THENCE N 87 DEGREES 16 MINUTES 29 SECONDS W 70.39 FEET; THENCE N 02 DEGREES 43 MINUTES 31 SECONDS E 20.00 FEET; THENCE S 87 DEGREES 16 MINUTES 29 SECONDS E 42.39 FEET; THENCE N 63 DEGREES 04 MINUTES 41 SECONDS W 95.15 FEET; THENCE N 87 DEGREES 16 MINUTES 29 SECONDS W 3.42 FEET TO THE WEST LINE OF TRACT A AS SHOWN ON PLAT RECORD 23-220; THENCE ALONG THE WEST LINE THEREOF N 02 DEGREES 44 MINUTES 00 SECONDS E 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14198.0 SQUARE FEET OR .33 ACRES, MORE OR LESS.

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

DATE: March 13, 2007

UTILITY COMPANY: Ozark Electric

APPLICANT NAME: Mathias Shopping Centers, Inc. APPLICANT PHONE: 479-750-9100

REQUESTED VACATION (*applicant must check all that apply*):

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

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

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

1267 N. Steamboat Drive. - See attached Easement Plat for more details

Please see attached easement plat and legal description for details of easement to be vacated.

UTILITY COMPANY COMMENTS:



No objections to the vacation(s) described above.

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

- No objections provided the following conditions are met:

Mike Phipps
Signature of Utility Company Representative

System Staking Tech
Title

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

DATE: March 13, 2007

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Mathis Shopping Centers, Inc. APPLICANT PHONE: 479-750-9100

REQUESTED VACATION (*applicant must check all that apply*):

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

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

1267 N. Steamboat Drive. ~ See attached Easement Plat for more details

Please see attached easement plat and legal description for details of easement to be vacated.

UTILITY COMPANY COMMENTS:

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

- No objections provided the following conditions are met:

Michael Smother
Signature of Utility Company Representative
Surveyor
Title

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

DATE: March 13, 2007

UTILITY COMPANY: AEP/SWEPCO

APPLICANT NAME: Mathias Shopping Centers, Inc. APPLICANT PHONE: 479-750-9100

REQUESTED VACATION (*applicant must check all that apply*):

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

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

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

1267 N. Steamboat Drive. - See attached Easement Plat for more details

Please see attached easement plat and legal description for details of easement to be vacated

UTILITY COMPANY COMMENTS:

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

- ☐ No objections provided the following conditions are met:

Jim Dargent
Signature of Utility Company Representative
ENGINEER I
Title

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

DATE: March 13, 2007

UTILITY COMPANY: Arkansas Western Gas

APPLICANT NAME: Mathias Shopping Centers, Inc. APPLICANT PHONE: 479-750-9100

REQUESTED VACATION (*applicant must check all that apply*):

- ~ **X** Utility Easement
- ~ **N/A** Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ~ **N/A** Alley
- ~ **N/A** Street right-of-way

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

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

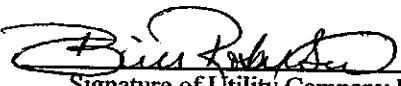
1267 N. Steamboat Drive. — See attached Easement Plat for more details

Please see attached easement plat and legal description for details of easement to be vacated.

UTILITY COMPANY COMMENTS:

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

- No objections provided the following conditions are met:


Signature of Utility Company Representative

NW REGIONAL MANAGER
Title

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

DATE: 03/27/2007

UTILITY COMPANY: Southwestern Bell Telephone d.b.a. AT&T Arkansas

REQUESTED VACATION:

UTILITY EASEMENT

I have been notified of the petition to vacate the following right-of-way.

Described as follows:

A part of Tract A, as recorded in Circuit Clerks office for Washington County, Arkansas at plat record 23-22, being more particularly described as follows:

Commencing from the NW corner of Tract A, as shown on plat record 23-220; thence along the W line thereof S02°44'00" W 79.87 feet to the point of beginning; thence leaving said W line S87°16'29" E 46.65 feet; thence S42°16'29" E 80.02 feet; thence S68°23'18" E 38.37 feet; thence S87°16'29" E 286.15 feet to the west line of an existing utility easement as shown on plat book 16 at page 30; thence along said W line 20.93 feet along a curve to the left, said curve having a radius of 201.00 feet and a chord of S19°46'45" W 20.92 feet; thence leaving said west line N87°16'29" W 280.02 feet; thence S54°16'28" E 68.55 feet; thence S35°43'32" W 20.00 feet; thence N54°16'28" W 80.98 feet; thence N87°16'29" W 70.39 feet; thence N02°43'31" E 20.00 feet; thence S87°16'29" E 42.39 feet; thence N63°04'41" W 95.15 feet; thence N87°16'29" W 3.12 feet to the W line of tract A, as shown on plat record 23-220; thence along the W line thereof N02°44'00" E 40.00 feet to the point of beginning, containing 14198.0 square feet or 0.33 acres, more or less.

UTILITY COMPANY COMMENTS:

No objections to the vacation described above.

Signature of this form does not constitute a release of easement. The attached Concurrence must be recorded at the Washington County courthouse in order for this release to be complete and legal.

Signature of AT&T Company Representative:

LP
Lynda E. Sommerfeldt Palmer, Mgr.-Engr. (ROW)

04/17/2007 TUE 16:20 FAX 479 584 4730 WATER & SEWER

002

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

DATE: April 5, 2007

UTILITY COMPANY: City of Fayetteville Engineering (Water and Sewer)APPLICANT NAME: Mathis Shopping Centers, Inc. APPLICANT PHONE: 479-750-9100REQUESTED VACATION (*applicant must check all that apply*):

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

I have been notified of the petition to vacate the following easement, described as follows:

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

1267 N. Steamboat Drive. - See attached Easement Plat for more details*Please see attached easement plat and legal description for details of easement to be vacated.*

UTILITY COMPANY COMMENTS:

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

- ☐ No objections provided the following conditions are met:


Signature of Utility Company RepresentativeWater & Sewer Ops Mgr
Title

04/13/2007 11:47 FAX 4794443490

COF TRANSPORTATION DIVIS

1002

UTILITY APPROVAL FORM

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

DATE: April 5, 2007

UTILITY COMPANY: City of Fayetteville Transportation (Streets)

APPLICANT NAME: Mathis Shopping Centers, Inc. APPLICANT PHONE: 479-750-9100

REQUESTED VACATION (applicant must check all that apply):

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

I have been notified of the petition to vacate the following easement, described as follows:

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

1267 N. Steamboat Drive. - See attached Easement Plat for more details

Please see attached easement plat and legal description for details of easement to be vacated.

UTILITY COMPANY COMMENTS:

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

- No objections provided the following conditions are met:

Signature of Utility Company Representative

Transportation Supt

Title

Transportation Division

Operations Dept

City of Fayetteville

4/13/07
575 8227

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

DATE: April 5, 2007

UTILITY COMPANY: City of Fayetteville Solid Waste (Sanitation)

APPLICANT NAME: Mathias Shopping Centers, Inc. APPLICANT PHONE: 479-750-9100

REQUESTED VACATION (*applicant must check all that apply*):

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

I have been notified of the petition to vacate the following easement, described as follows:

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

1267 N. Steamboat Drive. -- See attached Easement Plat for more details

Please see attached easement plat and legal description for details of easement to be vacated.

UTILITY COMPANY COMMENTS:



No objections to the vacation(s) described above.

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

- ☐ No objections provided the following conditions are met:

Brian Pugh
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

VAC07-2568

Close Up View

MATHIAS SHOPPING CENTERS



SUBJECT PROPERTY

Overview



0 37.5 75 150 225 300 Feet

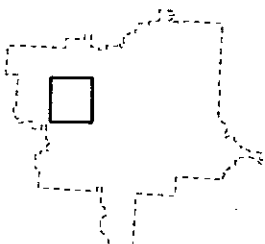
VAC07-2568

One Mile View

MATHIAS SHOPPING CENTERS



Overview



Legend

Subject Property

VAC07-2568

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

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

6/19/2007

City Council Meeting Date

T.C.
Tim Conklin

Submitted By

Planning and Development Mgt.

Division

Operations

Department

Action Required:

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT ORDINANCE OF THE CODE OF FAYETTEVILLE TO AMEND CHAPTER 161: ZONING REGULATIONS IN ORDER TO CLARIFY LANGUAGE REGULATING THE HEIGHT STEPBACK OF BUILDINGS LOCATED IN THE MAIN STREET CENTER ZONING DISTRICT.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

\$

Remaining Balance

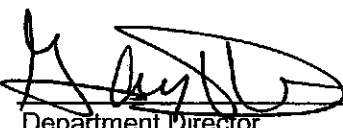
Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

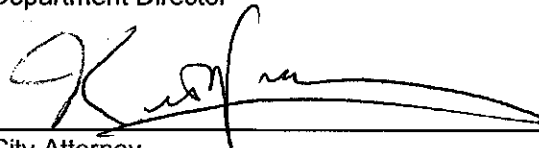

Department Director

5-30-07
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

5-31-07
Date

Paul a. Biehn
Finance and Internal Service Director

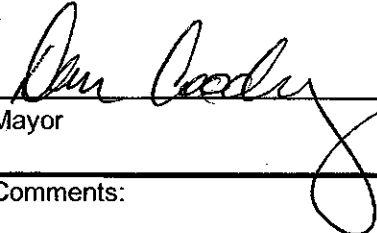
5-31-07
Date

Received in City Clerk's Office

ENTERED
5/31/07

Received in Mayor's Office

ENTERED
5/31/07


Mayor

6/17/07
Date

Comments:

City Council Meeting of June 19, 2007
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Gary Dumas, Director of Operations
Tim Conklin, Planning and Development Management Director
From: Leif Olson, Long Range Planner
Date: May 30, 2007
Subject: Administrative item amending the building height regulations for the Main Street Center Zoning District to clarify the 15 foot stepback requirement. (ADM 07-2516)

RECOMMENDATION

Planning Staff and the Planning Commission recommend an ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville, Chapter 161: Zoning Regulations in order to clarify language regulating the building height stepback of buildings located in the Main Street Center Zoning District.

BACKGROUND

The City Council adopted the Downtown Master Plan Zoning Ordinance on October 3, 2006. Planning Staff has identified a potential issue with regard to requiring the 15 foot stepback of the principal building façade above the fourth story. The ordinance allows a building to be located in a build to zone between 0 and 25 feet from the front property line. When a building is placed at the 0 foot setback a 15 foot stepback is required above the fourth floor in order to promote a pedestrian scaled street environment and adequate provisions for light and air movement. However, if the building is to be located further than 15 feet back from the street frontage, the 15 foot stepback above the fourth floor is unwarranted. Staff proposes changing the building height language in the Main Street Center Zoning District in order to allow buildings located at least 15 feet back from the front property line or master street plan right-of-way to construct 6 stories without a stepback of the principal building façade. This will create two building height zones: 1) within 15 feet of a property line or master street plan right-of-way, a maximum of 4 stories/56 feet, whichever is less; 2) beyond 15 feet of a property line or master street plan right-of-way, a maximum of 6 stories/84 feet, whichever is less.

DISCUSSION

This item was heard at the regular Planning Commission on May 29, 2007. The Planning Commission voted 7-0-0 to recommend approval of the amendment to the City Council. The Planning commission also discussed and recommended that all buildings be limited to the 4 stories or 56 feet if they are located within 15 feet from the front property line or master street plan right-of-way.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT ORDINANCE OF THE CODE OF FAYETTEVILLE TO AMEND CHAPTER 161: ZONING REGULATIONS IN ORDER TO CLARIFY LANGUAGE REGULATING THE HEIGHT STEPBACK OF BUILDINGS LOCATED IN THE MAIN STREET CENTER ZONING DISTRICT:

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 Title XV: Unified Development Ordinance of the Code of Fayetteville by repealing §161.21(G) in its entirety and enacting a new §161.21(G) as follows:

“(G) *Height Regulations.* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 4 stories or 56 feet, whichever is less. A building or a portion of a building that is located 15 feet or greater from the front property line or any master street plan right-of-way line shall have a maximum height of 6 stories or 84 feet, which ever is less.”

PASSED and **APPROVED** this the 19th day of June, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

Planning Commission
May 29, 2007
Page 9 of 12

ADM 07-2516: Administrative Item (BUILDING HEIGHT STEPBACK IN MSC ZONING DISTRICT) An ordinance to amend the building height regulations for the Main Street Center Zoning District.

Tim Conklin, Planning and Development Management Director, gave the staff report. He described the amendment as a means to clarify the building setback in the Main Street Center zoning district, which has a stepback requirement at 15 feet from the front property line. The intent of the amendment is to clarify that there are actually two building height zones, one of a maximum of four stories/56 feet from 0-15 feet from the front property line and one of maximum of six stories/84 feet beyond 15 feet from the front property line.

No public comment was received.

Commissioner Lack stated this was a good change, that it seemed it resulted from learning from the implementation of the regulations recently adopted. He stated that one thing caused some concern, the reference to "front property line" in the code language. Lack cited a situation where a sliver of property could be in front of a property being developed, and how this reference to a front property line could be confusing.

Kit Williams, City Attorney, noted that the phrases "front property line" was used many times in the code, and it could be difficult to replace this language without replacing it elsewhere.

The Planning Commission and staff discussed various language options regarding Master Street Plan right-of-way and front property lines, with several different variations.

Jeremy Pate, Director of Current Planning, stated that the concern was duly noted, and staff will attempt to address the issue with a modification to the amendment if this goes forward to the City Council.

Motion:

Commissioner Lack stated he was in favor of the amendment, and made a motion to forward it to the City Council with a recommendation of approval, with the modifications to be made by staff. **Commissioner Graves** seconded the motion. **Upon roll call, the motion passed with a vote of 7-0-0.**

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

19-Jun-07
City Council Meeting Date

Leif Olson
Submitted By

Planning
Division

Operations
Department

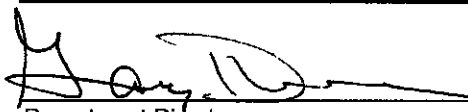
Action Required:

ADM 07-2566: Ordinance to amend various chapters of the UDC to clarify zoning districts in which sidewalk cafes, dance halls and government facilities may occur; to remove C-4 references; and to add Animal Ordinance definitions to the UDC.

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

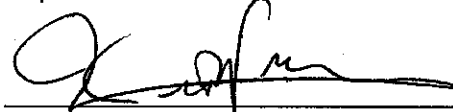
Budgeted Item ☐

Budget Adjustment Attached ☐

 5-31-07
Department Director Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

 5-31-07
City Attorney Date

Original Contract Number: n/a

 5-31-07
Finance and Internal Service Director Date

Received in City Clerk's Office


 6/6/07
Mayor Date

Received in Mayor's Office


Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Planning and Development Management Director
Gary Dumas, Director of Operations

From: Leif Olson, Long Range Planner
Jeremy Pate, Director of Current Planning

Date: May 31, 2007

Subject: Ordinance to amend various chapters of the UDC to clarify zoning districts in which sidewalk cafes, dance halls and government facilities may occur; to remove C-4 references; and to add Animal Ordinance definitions to the UDC. (ADM 07-2566)

RECOMMENDATION

Planning Staff recommends approval of an ordinance amending the Unified Development Code to clarify the zoning districts in which sidewalk cafes, dance halls, and government facilities may occur. Additionally, amendments are proposed to remove references to the C-4 zoning district which has been repealed, and to add definitions to the Code from the recently adopted Animal Ordinance as they relate to zoning districts.

BACKGROUND

The City Council approved Ordinance Number 4946 establishing Chapter 178: Sidewalk Cafes on November 21, 2006. This ordinance will assign a Use Unit for Sidewalk Cafes and establish them as Conditional Uses in appropriate Commercial Zoning Districts, as indicated in the attached exhibits.

Use Unit 29: Dance Halls is a use permitted by conditional use permit approval by the Planning Commission in certain Commercial zoning districts (C-2, C-3, C-4). However, with the Downtown Zoning Code amendments, many of these zoning districts were changed to Downtown Core and Main Street Center. Staff proposes clarifying the two code sections that relate to dance halls, still requiring them to be conditional uses, but removing the C-4 reference (which is no longer a zoning district in the City) and adding Main Street Center and Downtown Core to Ch. 163, which gives specific requirements for dance halls.

Staff recommends removing Fire Protection and Police Protection from Use Unit 3: Public Protection and Utilities Facilities, which contains uses such wastewater plants, lift stations, etc., and leaving them in Use Unit 5: Government Facilities. Additionally, staff recommends adding Use Unit 5: Government Facilities to all commercial and industrial

zoning districts as a use by right, and to residential zoning districts as a conditional use permit.

Finally, new definitions for terms related to the newly adopted Animal Ordinance which relate to the UDC for zoning purposes are being added to Ch. 151 Definitions.

All of these amendments presented continue to streamline and clarify the Unified Development Code, creating a better, more user friendly document.

DISCUSSION

This item was heard at the regular Planning Commission on May 29, 2007. The Planning Commission voted 7-0-0 to recommend approval of the amendment to the City Council.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CODE OF FAYETTEVILLE TO AMEND CHAPTER 161: ZONING REGULATIONS, CHAPTER 162: USE UNITS, CHAPTER 163: USE CONDITIONS, AND CHAPTER 166: DEVELOPMENT IN ORDER TO ASSIGN USE UNIT 29: DANCE HALLS, USE UNIT 40: SIDEWALK CAFES, AND USE UNIT 5: GOVERNMENT FACILITIES TO APPROPRIATE ZONING DISTRICTS AND TO REMOVE REFERENCES TO THE C-4 ZONING DISTRICT AND REPLACE WITH THE DOWNTOWN CORE, MAIN STREET CENTER, AND DOWNTOWN GENERAL ZONING DISTRICT IN THE COMMERCIAL DESIGN STANDARDS, AND TO ADD ANIMAL ORDINANCE DEFINITIONS TO CHAPTER 151: DEFINITIONS.

WHEREAS, the City of Fayetteville recognizes that some commercial uses may be appropriate in certain commercial zoning districts on a conditional basis,

WHEREAS, the City of Fayetteville has determined that street activities should be encouraged in appropriate locations; and

WHEREAS, the City of Fayetteville recognizes that street activities should be regulated by the City in order to insure that access to the public right of way is safe;

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

Section 1. That Chapter 161: Zoning Regulations is amended by inserting Use Unit 40: Sidewalk Cafes as a Conditional Use in appropriate Commercial Zoning Districts, a copy of which is marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That Chapter 161: Zoning Regulations is amended by inserting Use Unit 29: Dance Halls as a Conditional Use in the C-2 Thoroughfare Commercial and C-3 Central Commercial Zoning Districts, a copy of which is marked Exhibit "B" is attached hereto and made a part hereof.

Section 3. That Chapter 161: Zoning Regulations is amended by inserting Use Unit 5: Government Facilities as a Permitted Use in all Commercial and Industrial Zoning Districts. A copy of which is marked Exhibit "C" is attached hereto and made a part hereof.

Section 4. That Chapter 161: Zoning Regulations is amended by inserting Use Unit 5: Government Facilities as a Conditional Use in all Residential Zoning Districts. A copy of which is marked Exhibit "D" is attached hereto and made a part hereof

Section 5. That Chapter 162: Use Units is amended by removing Fire Protection and Police Protection from Use Unit 3: Public Protection and Utilities Facilities. A copy of which is marked Exhibit "E" is attached hereto and made a part hereof.

Section 6. That Chapter 163: Use Conditions is amended by adding the Downtown Core and Main Street Center Zoning Districts to §163.06 Dance Halls and removing the C-4 Downtown Commercial Zoning District. A copy of which is marked Exhibit "F" is attached hereto and made a part hereof.

Section 7. That Chapter 164: Supplementary District Regulations is amended by removing the reference to C-4 in §164.17(B) and inserting the Downtown Core, Main Street Center and Downtown General Zoning Districts, a copy of which is marked Exhibit "G" is attached hereto and made a part hereof.

Section 8. That Chapter 166: Development is amended by removing the reference to C-4 in §166.14(C)(3) and §166.14(C)(7)(b) and inserting the Downtown Core, Main Street Center and Downtown General Zoning Districts, a copy of which is marked Exhibit "H" is attached hereto and made a part hereof.

Section 9. That Chapter 151: Definitions is amended by inserting Animal Ordinance definitions related to zoning, a copy of which is marked Exhibit "I" is attached hereto and made a part hereof.

PASSED and **APPROVED** this the ____ day of ____, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"

Chapter 161: Zoning Regulations shall be amended by inserting Use Unit 40: Sidewalk Cafés as a Conditional Use in the following Zoning Districts:

§161.17 District C-1. Neighborhood Commercial

(B)(2) *Conditional Uses.* Unit 40 – Sidewalk Cafes

§161.18 District C-2. Thoroughfare Commercial

(B)(2) *Conditional Uses.* Unit 40 – Sidewalk Cafes

§161.19 District C-3. Central Commercial

(B)(2) *Conditional Uses.* Unit 40 – Sidewalk Cafes

§161.20 Downtown Core

(B)(2) *Conditional Uses.* Unit 40 – Sidewalk Cafes

§161.21 Main Street Center

(B)(2) *Conditional Uses.* Unit 40 – Sidewalk Cafes

§161.22 Downtown General

(B)(2) *Conditional Uses.* Unit 40 – Sidewalk Cafes

EXHIBIT "B"

Chapter 161: Zoning Regulations shall be amended by inserting Use Unit 29: Dance Halls as a Conditional Use in the following Zoning Districts:

§161.18 District C-2, Thoroughfare Commercial

(B)(2) *Conditional Uses.* Unit 29 – Dance Halls

§161.19 District C-3, Central Commercial

(B)(2) *Conditional Uses.* Unit 29 – Dance Halls

EXHIBIT "C"

Chapter 161: Zoning Regulations shall be amended by inserting Use Unit 5: Government Facilities as a Permitted Use in the following Zoning Districts:

§161.17 District C-1, Neighborhood Commercial

(B)(1) *Permitted Uses.* Unit 5 – Government Facilities

§161.18 District C-2, Thoroughfare Commercial

(B)(1) *Permitted Uses.* Unit 5 – Government Facilities

§161.24 District I-1, Heavy Commercial and Light Industrial

(B)(1) *Permitted Uses.* Unit 5 – Government Facilities

§161.25 District I-2, General Industrial

(B)(1) *Permitted Uses.* Unit 5 – Government Facilities

EXHIBIT "D"

Chapter 161: Zoning Regulations shall be amended by inserting Use Unit 5: Government Facilities as a Conditional Use in the following Zoning Districts:

§161.03 District R-A, Residential Agricultural

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.04 District RSF-5, Residential Single Family – One Half Unit Per Acre

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.05 District RSF-1, Residential Single Family – One Unit Per Acre

(D) *Conditional Uses.* Unit 5 – Government Facilities

§161.06 District RSF-2, Residential Single Family – Two Units Per Acre

(D) *Conditional Uses.* Unit 5 – Government Facilities

§161.07 District RSF-4, Residential Single Family – Four Units Per Acre

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.08 District RSF-7, Residential Single Family – Seven Units Per Acre

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.09 District RSF-8, Residential Single Family – Eight Units Per Acre

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.10 District RT-12, Residential Two and Three Family

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.11 District RMF-6, Residential Multi-Family – Six Units Per Acre

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.12 District RMF-12, Residential Multi-Family – Twelve Units Per Acre

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.13 District RMF-18, Residential Multi-Family – Eighteen Units Per Acre

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.14 District RMF-24, Residential Multi-Family – Twenty Four Units Per Acre

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

§161.15 District RMF-40, Residential Multi-Family – Forty Units Per Acre

(B)(2) *Conditional Uses.* Unit 5 – Government Facilities

EXHIBIT "E"

Chapter 162: Use Units shall be amended by removing Police Protection and Fire Protection from Use Unit 3 Public Protection and Utility Facilities and replacing §162.01(C)(2):

§162.01 Establishment Listing

(C) Unit 3. Public protection and utility facilities.

(2) Include Uses:

Facilities of Public Service Corporations:	•Electric regulating station •Pressure control station •Transmission station for tower, radio, telegraph, telephone, television
Other utility and protective facilities:	•Airway beacon •Public utility maintenance building, warehouse, or storage building •Water pipeline rights-of-way, sewer or water treatment plant, water storage facility
Railroad rights-of-way	
Communications and utility transmission line rights-of-way	

EXHIBIT "F"

Chapter 163: Use Conditions shall be amended by re-adopting §163.06 Dance Halls in its entirety:

163.06 Dance Halls

Dance halls shall not be allowed in any zoning district except C-2, C-3, Downtown Core, and Main Street Center where they may be allowed as conditional uses subject to the following conditions:

- (A) *Site plan.* A site plan showing the property lines, structures on the property, driveways and parking spaces shall be filed with the Planning Division at least 15 days before the Planning Commission meeting at which the conditional use application will be considered.
- (B) *Inspection.* Before a conditional use permit is issued for a dance hall, the building must be inspected by the fire marshal and building inspector to assure compliance with the Arkansas State Fire Code and to assure that no significant safety hazards exist. No conditional use permit shall be issued for a dance hall facility if the building does not pass inspection.

(Code 1991, §160.096; Ord. No. 3780, §1, 4-19-94; Ord. No. 4100, §2 (Ex. A), 6-16-98)

EXHIBIT "G"

The reference to C-4 is to be removed from Chapter 164 Supplementary District Regulations:

164.17(B) C-4

The Downtown Core, Main Street Center, and Downtown General Zoning Districts shall be inserted in Chapter 166 Development:

164.17(B) DC, MSC, DG

EXHIBIT "H"

The reference to C-4 is to be removed from Chapter 166 Development:

166.14(C)(3) ~~C-4~~

166.14(C)(7)(b) ~~C-4~~

The Downtown Core, Main Street Center, and Downtown General Zoning Districts shall be inserted in Chapter 166 Development:

166.14(C)(3) DC, MSC, DG

166.14(C)(7)(b) DC, MSC, DG

EXHIBIT "I"

The following definitions are to be inserted in Chapter 151 Definitions:

Kennel. (Zoning) A structure or facility used for the purpose of breeding two or more litters of puppies or kittens within any twelve month period. A facility used for commercially boarding more than three dogs or cats or combination thereof at any time shall be considered a "Kennel."

Pet Shop. (Zoning) A commercial establishment or facility which regularly sells pets such as dogs, cats, birds, rodents, reptiles and/or fish to the general public.

*Planning Commission
May 29, 2007
Page 12 of 12*

ADM 07-2566: Administrative Item (USE UNIT AMENDMENTS): An ordinance to amend various chapters of the UDC to clarify zoning districts in which sidewalk cafes, dance halls and government facilities may occur; to remove C-4 references; and to add Animal Ordinance definitions to the UDC.

Tim Conklin, Planning and Development Management Director, gave the staff report. He described the amendment as a "catch-all" for various uses in the Unified Development Code. Exhibits A through I describe each amendment, and each was discussed, including: sidewalk cafes being added as a conditional use in all commercial zoning districts; clarifying Use Unit 29 (dance halls) as a conditional use permit in C-2, C-3; removing fire and police protection facilities from Use Unit 3 and retaining them in Use Unit 5; adding Use Unit 5 to commercial and industrial districts as a use by right, and in all residential districts as a conditional use; finding and replacing any reference to C-4 from the Code, as this zoning designation was repealed with the Downtown Zoning Code; and adding definitions that came out of the Animal Ordinance amendments, including kennels and petshops.

No public comment was received.

Jeremy Pate, Director of Current Planning, discussed the potential need for a definition of "hobbyist," as it relates to the animal ordinance and zoning. A hobbyist is permitted within residential zoning districts, because they are not commercially boarding animals, and a maximum of one litter per year is permitted.

Kit Williams, City Attorney, stated he did not feel this definition was necessarily needed.

Motion:

Commissioner Myres made a motion to forward the item to the City Council with a recommendation of approval, with the modifications to be made by staff. **Commissioner Harris** seconded the motion. **Upon roll call, the motion passed with a vote of 7-0-0.**

ANNOUNCEMENTS:

Commissioner Harris announced this was her last meeting, as she was moving out of state. She appreciated the Planning Commission and staff's hard work, and regrets that she can not fulfill her full term.

Jeremy Pate, Director of Current Planning, announced the Subdivision Committee meeting of Thursday, May 31.

All business being concluded, the meeting adjourned at 6.58 PM.

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

19-Jun-07
City Council Meeting Date

Leif Olson
Submitted By

Planning
Division

Operations
Department

Action Required:

ADM 07-2588: Ordinance to amend the UDC Chapter 151: Definitions, Chapter 161: Zoning Regulations and Chapter 163: Use Conditions in order to clarify regulations regarding Home Occupations.

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

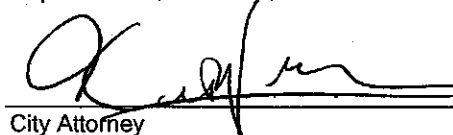
Budgeted Item ☐

Budget Adjustment Attached ☐

 5.31.07
Department Director Date

Previous Ordinance or Resolution # n/a

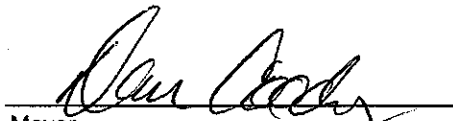
Original Contract Date: n/a

 5-31-07
City Attorney

Original Contract Number: n/a

 5.31.07
Finance and Internal Service Director Date

Received in City Clerk's Office
ENTERED 5/31/07

 6/11/07
Mayor Date

Received in Mayor's Office
ENTERED 5/31/07

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Tim Conklin, Planning and Development Management Director
Gary Dumas, Director of Operations

From: Leif Olson, Long Range Planner

Date: May 31, 2007

Subject: Ordinance to amend the UDC Chapter 151: Definitions, Chapter 161: Zoning Regulations and Chapter 163: Use Conditions in order to clarify regulations regarding Home Occupations (ADM 07-2588)

RECOMMENDATION

Planning Staff and the Planning Commission recommends approval of an ordinance amending various chapters of the Unified Development Code in order to clarify artist studios and home occupations and to permit their use in the Downtown Core, Main Street Center and Downtown General zoning districts.

BACKGROUND

The City Council approved the Downtown Master Plan Zoning Districts on October 3, 2006. As part of that process, artist studios were permitted in the Downtown Core, Main Street Center, and Downtown General zoning districts. However, home occupations were allowed only by conditional use although they are very similar in use as artist live-work units.

The amendments proposed will clarify how much of a structure may be utilized commercially, i.e. office, studio, etc., without being considered a "commercial structure" subject to commercial building regulations. Additionally, the ordinance amendments will permit said home occupations as a by right use in the Downtown Core, Main Street Center and Downtown General zoning districts.

DISCUSSION

This item was heard at the regular Planning Commission on May 29, 2007. The Planning Commission voted 7-0-0 to recommend approval of the amendment to the City Council. The Planning Commission also discussed and recommended that the "artist studio" definition be amended to "Any building or place of business where artists use the premises for the creation sale and/or display of art or craft work."

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CODE OF FAYETTEVILLE TO AMEND CHAPTER 151: DEFINITIONS, CHAPTER 161: ZONING REGULATIONS AND CHAPTER 163: USE CONDITIONS IN ORDER TO CLARIFY ARTIST STUDIOS AND HOME OCCUPATIONS AND TO PERMIT THEIR USE IN THE DOWNTOWN CORE, MAIN STREET CENTER AND DOWNTOWN GENERAL ZONING DISTRICTS.

WHEREAS, the City of Fayetteville recognizes the importance of artist studios in the downtown area; and

WHEREAS, the City of Fayetteville recognizes that the ability for an artist to display and sell their work from their place of residence is desirable;

WHEREAS, the City of Fayetteville strives to maintain public safety through the use of building regulations for both residential and non-residential uses;

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

Section 1. That Chapter 151: Definitions is amended by replacing the definition of an Artist Studio, a copy of which marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That Chapter 161: Zoning Regulations is amended to make Artist Studios/Home Occupations a Use by Right in the Downtown Core, Main Street Center, and Downtown General Zoning Districts, a copy of which is marked Exhibit "B" is attached hereto and made a part hereof.

Section 3. That Chapter 163: Use Units is amended to clarify Building Regulations as they relate to §163.09 Home Occupations, a copy of which is marked Exhibit "C" is attached hereto and made a part hereof.

PASSED and APPROVED this the ____ day of ____, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"

Chapter 151: Definitions is amended by replacing the definition of an artist studio with the following language:

Artist Studio. (Zoning) Any building or place of business where Artists use the premises for the creation, sale and/or display of art or craft work.

EXHIBIT "B"

Chapter 161: Zoning Regulations is amended making Use Unit 24 Home Occupations a Permitted Use instead of a Conditional Use in the Downtown Core, Main Street Center and Downtown General Zoning Districts.

Language to be **removed** from the following sections:

161.20(B)(2) Unit 24 Home Occupations

161.21(B)(2) Unit 24 Home Occupations

161.22(B)(2) Unit 24 Home Occupations

Language to be **added** to the following sections:

161.20(B)(1) Unit 24 Home Occupations

161.21(B)(1) Unit 24 Home Occupations

161.22(B)(1) Unit 24 Home Occupations

EXHIBIT "C"

Chapter 163: Use Conditions is amended by clarifying Building Regulations as they relate to §163.09 Home Occupations.

The first paragraph of Section 163.09 is replaced with the following paragraph:

163.09 Home Occupations In any dwelling unit in any zoning district where home occupations are permitted by right or conditional use, said home occupations shall not occupy more than 30% of the gross floor area of one floor of said dwelling unit, nor more than 300 square feet of the gross floor area, whichever is greater. For Building Regulations purposes, any non-residential use that exceeds 30% of the gross floor area of one floor of said dwelling unit or more than 300 square feet of the gross floor area of the structure shall meet all applicable building and Unified Development Code regulations and shall not be considered a home occupation. These limitations shall not apply to foster family care, or the providing of room or board as an accessory use only. Home occupations that require a conditional use permit shall be subject to the following regulations:

Planning Commission
May 29, 2007
Page 10 of 12

ADM 07-2588: Administrative Item (HOME OCCUPATION/ARTIST STUDIO): An ordinance to amend the UDC Chapter 151: Definitions, Chapter 161: Zoning Regulations and Chapter 163: Use Conditions in order to clarify regulations regarding Home Occupations.

Tim Conklin, Planning and Development Management Director, gave the staff report. He described the difference in home occupations and a business designation, with reference to size and commercial versus residential codes. The amendment would allow an artist to live in the same place as an artist studio, where art/crafts were made and/or sold.

No public comment was received.

Commissioner Lack questioned the term "merchandise," if anything could be sold.

Conklin stated the intent was not to limit merchandise sold on the property to be made on the property.

Commissioner Lack questioned if flour (or any other merchandise) could be sold on the property.

Kit Williams, City Attorney, stated that attempting to define art was very difficult, and noted merchandise could be changed to "the artist's work product," so that it is the artist's product that could be sold, not someone else's.

Commissioner Lack stated that would limit other artist's from a gallery showing, potentially, and he was in favor with a gallery exhibition in such a manner.

Conklin stated it was not staff's intent to overly regulate the "art" made or sold on the premises, but to allow someone to live in the same place they worked.

Commissioner Myres stated an artist's work product/craftperson's work product could be used, but there were examples, such as pottery, where the pottery was rarely made on the same site as where it was sold.

The Planning Commission and staff discussed artist's studio options, Use Unit 12, and how this fit into residential and commercial codes.

Commissioner Graves noted he did not take issue with the amendment before the commission, but the special exception granted to artists seemed out of line and he did not like that, necessarily.

Commissioner Lack and Commissioner Cabe offered amended language for the ordinance, as follows: "Any building or palce of business where Artists use the premises for the creation, sale and/or display of art or craftwork...."

Planning Commission
May 29, 2007
Page 11 of 12

Motion:

Commissioner Cabe made a motion to forward the item to the City Council with a recommendation of approval, with the modifications as discussed on the record to be made by staff. **Commissioner Lack** seconded the motion. **Upon roll call, the motion passed with a vote of 7-0-0.**

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

C. 6
Smith Communications
South Industrial Park
Cell Tower Site
Page 1 of 18

6/5/2007

City Council Meeting Date

Ray M. Boudreaux

Submitted By

Aviation & Economic Development

Division

General Government

Department

Action Required:

Action Required: Approve a lease with Smith Two-way Radio for a 75X75 parcel and access road easement.

REVENUE

\$ 6,000.00

Cost of this request

\$

-

Account Number

Funds Used to Date

\$

-

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Service Director

Date

Mayor

Date

Received in City Clerk's Office

ENTERED
5/18/07

Received in Mayor's Office

ENTERED
5/22/07

Comments:

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor and members of the City Council

THRU: Staff/Contract Review Committee

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

DATE: May 16, 2007

SUBJECT: Approve lease of lot in the South Industrial Park to Smith 2 Way for a Cell Tower

RECOMMENDATION: Approve lease of lot 75' X 75' (5625SF) and access road easement to Smith 2 Way for a Cell Tower as depicted on the attached drawing. Smith 2 Way will install a 150 foot tower which is well below any airport approaches and is fully in the industrial park.

DISCUSSION: Smith 2 Way Radio has applied to lease the lot in the industrial park to build a cell tower to serve the cell customers in the south industrial park area. The location is their preferred location and does not adversely affect the lot on which they have asked to lease. The 75' X 75' lot is located at the far end of Lot 19.1E across Armstrong and West of the Arkansas Western Gas Company location.

BUDGET IMPACT: The lease rate is \$1,000.00 per month beginning the first of the month following the month in which the permit is issued by the City of Fayetteville. This lease rate is for the initial company to utilize the tower. The second user will pay 25% of their payment for the use of the tower as additional rent to the City of Fayetteville. The third and subsequent users will pay 50% of their payment for the use of the tower as additional rent to the City of Fayetteville. The revenue realized by this agreement will be deposited in the General Fund for Economic Development purposes.

Attachments: Lease provided by City Attorney
Staff Review Form

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A LEASE WITH SMITH COMMUNICATIONS FOR A CELL TOWER SITE IN THE SOUTH INDUSTRIAL SITE FOR AN INITIAL RENTAL OF \$850.00 MONTHLY WITH 50/50 REVENUE SHARING OF ALL CELL PHONE ANTENNA REVENUE AFTER THE INITIAL SUBLESSEE

WHEREAS, Smith Communications desires to lease a portion of Lot 19.1 E of the South Industrial Park to construct a 150 foot cell tower; and

WHEREAS, the City has entered into a lease with similar terms for the Old Wire Road Fire Station site; and

WHEREAS, if Emergency Dispatch (9-1-1), the City of Fayetteville or its operating departments need to place governmental antennas upon the cell tower, Smith Communications shall provide access for city antennas on this tower for no rent or other charges.

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 Land Lease Agreement with Smith Communications to lease a portion of Lot 19.1 E of the South Industrial Park pursuant to the terms of the attached contract conditional upon Smith Communications receiving a conditional use from the City and any and all other necessary governmental approvals.

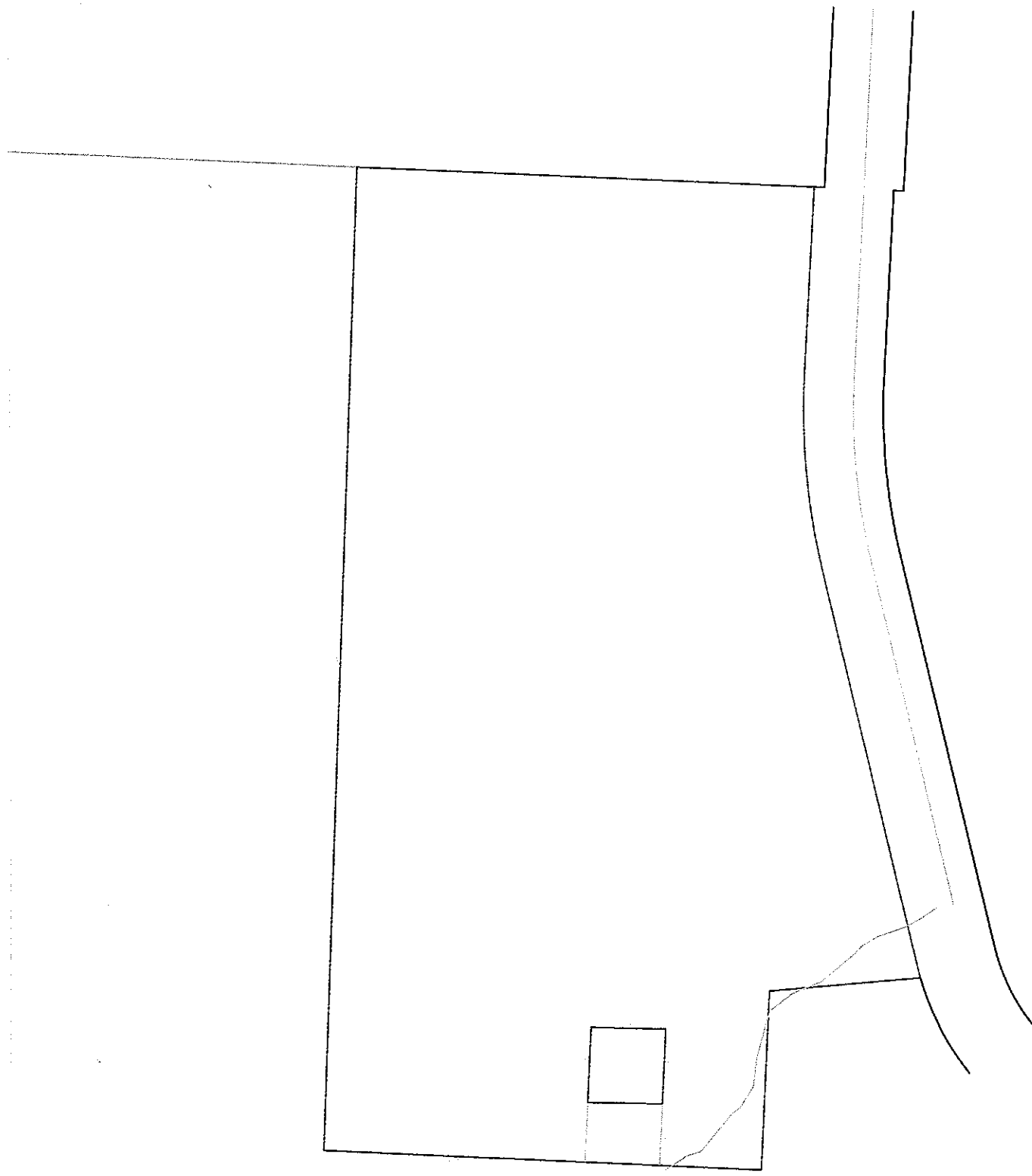
PASSED and APPROVED this 19th day of June, 2007.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer





LAND LEASE AGREEMENT

This Agreement, made this 19th day of June, 2007, between the CITY OF FAYETTEVILLE, ARKANSAS, 113 W. Mountain Street, Fayetteville, AR 72701, hereinafter designated FAYETTEVILLE, and SMITH COMMUNICATIONS, LLC, with its principal office located at Smith 2-Way Communications, 520 N. College Avenue, Fayetteville, AR 72701, hereinafter designated as SMITH COMMUNICATIONS. FAYETTEVILLE and SMITH COMMUNICATIONS are at times collectively referred to hereinafter as the "Parties".

1. PREMISES. FAYETTEVILLE hereby leases to SMITH COMMUNICATIONS, a portion of that certain parcel of property known as Lot 19.1 E of the South Industrial Park, referred to hereinafter as the Industrial Park site, located in Washington County, Arkansas, and described in Exhibit "A" attached hereto (the "Land Space"), together with the non-exclusive but constant (24 hours per day, 7 days a week) access and utility easement over, under, or along a driveway to be built by and at the expense of Smith Communications, said Land Space and easement (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. SMITH COMMUNICATIONS agrees not to block the driveway at any time and to coordinate and cooperate with the CITY OF FAYETTEVILLE and any future tenant or owner of the remainder of the lot in their use and access to their facilities.

2. SURVEY. FAYETTEVILLE also hereby grants to SMITH COMMUNICATIONS, the right to survey the Industrial Park site and the Premises, and said survey after review and acceptance by FAYETTEVILLE shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by SMITH COMMUNICATIONS.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, and the initial term of five (5) years shall commence on the first day of the month following the Planning Commission's approval of the conditional use permit for a cell tower at this site, at which time rental payments shall commence and be due at a total monthly rental of **Eight Hundred Fifty Dollars (\$850.00)** to be paid on the first day of the month, in advance, to FAYETTEVILLE. This rent may be reduced pursuant to paragraphs 26 or 27.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless SMITH COMMUNICATIONS, terminates it at the end of the then current term by giving FAYETTEVILLE written notice of its intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The monthly rental for the first five year extension term shall be increased by an amount equal to the total CPI increase during the five year period of the lease; the monthly rental for the second five year extension term shall be further increased by an amount equal to the total CPI increase during the second five year period of the lease; the monthly rental for the third five year extension term shall be further increased by an amount equal to the total CPI increase during the third five year period of the lease; and the monthly rental for the fourth five year extension term shall be further increased by an amount equal to the total CPI increase during the fourth five year period of the lease.

6. USE: GOVERNMENTAL APPROVALS. SMITH COMMUNICATIONS shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of SMITH COMMUNICATIONS, (not including the access easement). All improvements, equipment and conduits shall be at SMITH COMMUNICATIONS's expense and the installation of all improvements shall be at the discretion and option of SMITH COMMUNICATIONS. SMITH COMMUNICATIONS shall have the right to replace, repair, add or otherwise modify its equipment and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that SMITH COMMUNICATIONS's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit SMITH COMMUNICATIONS use of the Premises as set forth above. FAYETTEVILLE shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by SMITH COMMUNICATIONS. In the event that any of such applications for such Governmental Approvals should be finally rejected; any Governmental Approval issued to SMITH COMMUNICATIONS is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority SMITH COMMUNICATIONS, shall have the right to terminate this Agreement. Notice of SMITH COMMUNICATIONS's exercise of its right to terminate shall be given to FAYETTEVILLE in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by SMITH COMMUNICATIONS, or upon such later date as designated by SMITH COMMUNICATIONS. All rentals paid to said termination date shall be retained by FAYETTEVILLE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, SMITH COMMUNICATIONS shall have no further obligations for the payment of rent to FAYETTEVILLE. If this site becomes technologically unsuitable for SMITH COMMUNICATIONS's purposes, SMITH COMMUNICATIONS may terminate this lease upon ninety days notice.

7. INSURANCE. SMITH COMMUNICATIONS agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

8. LIMITATION OF LIABILITY. In no event will either FAYETTEVILLE or SMITH COMMUNICATIONS be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or loss or interruption of use of service, under any theory of tort, strict liability or negligence.

9. INTERFERENCE. SMITH COMMUNICATIONS agrees to install equipment of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to any equipment of FAYETTEVILLE or its lessees of the Property. In the event any after-installed SMITH COMMUNICATIONS's equipment causes such interference, and after FAYETTEVILLE has notified SMITH COMMUNICATIONS in writing of such interference, SMITH COMMUNICATIONS will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at SMITH COMMUNICATIONS's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will FAYETTEVILLE be entitled to terminate this Agreement or relocate the equipment as long as SMITH COMMUNICATIONS is making a good faith effort to remedy the interference issue. SMITH COMMUNICATIONS agrees to indemnify and hold Fayetteville harmless from any claim by other tenants that SMITH COMMUNICATIONS's equipment has damaged or interfered with their equipment or service to their customers. FAYETTEVILLE agrees that it or other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to the then existing equipment of SMITH COMMUNICATIONS.

10. REMOVAL AT END OF TERM. SMITH COMMUNICATIONS shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. FAYETTEVILLE agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of SMITH COMMUNICATIONS shall remain the personal property of SMITH COMMUNICATIONS and SMITH COMMUNICATIONS shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes

SMITH COMMUNICATIONS to remain on the Premises after termination of this Agreement, SMITH COMMUNICATIONS shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

11. QUIET ENJOYMENT. FAYETTEVILLE covenants that SMITH COMMUNICATIONS, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. FAYETTEVILLE agrees that this lease shall survive and remain in force if FAYETTEVILLE sells or transfers any part of the Land Space.

12. TITLE. FAYETTEVILLE represents and warrants to SMITH COMMUNICATIONS as of the execution date of this Agreement, and covenants during the Term that FAYETTEVILLE is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement and that there are no covenants, easement or restrictions which prevent or adversely affect the use of occupancy of the Premises by SMITH COMMUNICATIONS as set forth above.

13. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between FAYETTEVILLE and SMITH COMMUNICATIONS and that no verbal or oral agreements, promises or understandings shall be binding upon either FAYETTEVILLE or SMITH COMMUNICATIONS. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

14. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of Arkansas and venue shall be in Washington County.

15. ASSIGNMENT. This Agreement may be sold, assigned or transferred by SMITH COMMUNICATIONS without any approval or consent of FAYETTEVILLE to SMITH COMMUNICATIONS's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of SMITH COMMUNICATIONS's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of FAYETTEVILLE, which such consent will not be unreasonably withheld or delayed. No change of stock ownership or control of SMITH

COMMUNICATIONS shall constitute an assignment hereunder. SMITH COMMUNICATIONS may sublease any portion of the Property at its sole discretion upon notice to FAYETTEVILLE. Any sublease that is entered into by SMITH COMMUNICATIONS shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which SMITH COMMUNICATIONS allows a third party use of the Property for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of SMITH COMMUNICATIONS set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

(a) In the event SMITH COMMUNICATIONS subleases any portion of the Property, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between FAYETTEVILLE and SMITH COMMUNICATIONS in the following manner: (i) The first cell phone carrier's antenna array is paid for by the monthly rent charged to SMITH COMMUNICATIONS pursuant to this Land Lease Agreement; (ii) The gross rental paid by (and the gross value of any other type of consideration received from) the business using the second and any subsequent set of cell phone antennas shall be divided with 50% of the gross going to SMITH COMMUNICATIONS and 50% to FAYETTEVILLE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to SMITH COMMUNICATIONS. SMITH COMMUNICATIONS shall be responsible to Fayetteville for the collection or payment of rents by the Sublessee and their remittance to FAYETTEVILLE. However, SMITH COMMUNICATIONS shall have no liability to FAYETTEVILLE in the event of failure of payment by Sublessee. In this event, SMITH COMMUNICATIONS shall have no liability of any nature to FAYETTEVILLE for failure to sublet all or any part of the premises to any or all potential Sublessee(s); SMITH COMMUNICATIONS will provide FAYETTEVILLE with all agreements that have been executed by SMITH COMMUNICATIONS and its Sublessee.

(b) Notwithstanding any other provision of this Agreement, SMITH COMMUNICATIONS shall not be required to obtain approval from FAYETTEVILLE for the subletting of the Property or part thereof. SMITH COMMUNICATIONS shall have the sole right to determine whether it will Sublet any portion of the Property or whether it will sublease to any specific Sublessee.

16. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

FAYETTEVILLE:

CITY OF FAYETTEVILLE

Office of the Mayor
113 W. Mountain Street
Fayetteville, AR 72701

SMITH COMMUNICATIONS, LLC:

SMITH COMMUNICATIONS, LLC
ATTN: Michael B. Smith
520 N. College Avenue
Fayetteville, AR 72701

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

17. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

18. DEFAULT.

(a) In the event there is a breach by SMITH COMMUNICATIONS with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, FAYETTEVILLE shall give SMITH COMMUNICATIONS written notice of such breach. After receipt of such written notice, SMITH COMMUNICATIONS shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided SMITH COMMUNICATIONS shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and SMITH COMMUNICATIONS commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. FAYETTEVILLE may not maintain any action or effect any remedies for default against SMITH COMMUNICATIONS unless and until SMITH COMMUNICATIONS has failed to cure the breach within the time periods provided in this Paragraph. However, repetitive breaches relating to blocking or interfering with the access easement or the rights of other tenants to successfully operate their equipment without electronic or other interference shall give FAYETTEVILLE the right to terminate this contract even if such breaches are temporary and cured within thirty days.

(b) In the event there is a breach by FAYETTEVILLE with respect to any of the provisions of this Agreement or its obligations under it, SMITH COMMUNICATIONS shall give FAYETTEVILLE written notice of such breach. After receipt of such written notice, FAYETTEVILLE shall have thirty (30) days in which to cure any such breach, provided FAYETTEVILLE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and FAYETTEVILLE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. SMITH COMMUNICATIONS may not maintain any action or effect any remedies for default

against FAYETTEVILLE unless and until FAYETTEVILLE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if FAYETTEVILLE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by FAYETTEVILLE if the failure to perform such an obligation interferes with SMITH COMMUNICATIONS's ability to conduct its business on the Property; provided, however, that if the nature of FAYETTEVILLE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

19. REMEDIES. Upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefor. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting may have by reason of such default, the non-defaulting party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state in which the Premises are located; provided, however, FAYETTEVILLE and SMITH COMMUNICATIONS shall use reasonable efforts to mitigate any damages in connection with a default by FAYETTEVILLE or SMITH COMMUNICATIONS. If SMITH COMMUNICATIONS so performs any of FAYETTEVILLE's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by SMITH COMMUNICATIONS shall immediately be owing by FAYETTEVILLE to SMITH COMMUNICATIONS, and FAYETTEVILLE shall pay to SMITH COMMUNICATIONS upon demand the full undisputed amount thereof with interest thereon from the date of payment at the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if FAYETTEVILLE does not pay SMITH COMMUNICATIONS the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from SMITH COMMUNICATIONS, SMITH COMMUNICATIONS may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to FAYETTEVILLE until the full undisputed amount, including all accrued interest, is fully reimbursed to SMITH COMMUNICATIONS.

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following the event, SMITH COMMUNICATIONS may terminate this by sending written notice to FAYETTEVILLE. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to

payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which SMITH COMMUNICATIONS's use of the Premises is impaired.

21. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, SMITH COMMUNICATIONS, in SMITH COMMUNICATIONS's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt SMITH COMMUNICATIONS's operations at the Premises for more than forty-five (45) days, SMITH COMMUNICATIONS may, at SMITH COMMUNICATIONS's option, to be exercised in writing within fifteen (15) days after FAYETTEVILLE shall have given SMITH COMMUNICATIONS written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. SMITH COMMUNICATIONS may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. SMITH COMMUNICATIONS does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, SMITH COMMUNICATIONS shall promptly repair any damage to the Premises caused by such condemning authority.

22. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

23. APPLICABLE LAWS. SMITH COMMUNICATIONS shall, in respect to the condition of the Premises and at SMITH COMMUNICATIONS's sole cost and expense, comply with (a) all Laws relating solely to SMITH COMMUNICATIONS's

specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by SMITH COMMUNICATIONS in the Premises.

24. SURVIVAL. Any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

25. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

26. CITY OF FAYETTEVILLE'S RIGHT TO USE TOWER. As an express condition for this lease and in consideration of reduced rental payments demanded from SMITH COMMUNICATIONS, SMITH COMMUNICATIONS agrees to provide FAYETTEVILLE adequate access to and use of the tower and Leased Property to install antennas at sufficient height and location to fulfill the needs of 9-1-1 (Emergency Dispatch), the CITY OF FAYETTEVILLE, its operating departments or citizens. FAYETTEVILLE agrees to cooperate with SMITH COMMUNICATIONS in the placement of its antennas to attempt to avoid interfering with SMITH COMMUNICATIONS's or sublessees' use of the tower for cell phone purposes.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

SMITH COMMUNICATIONS, LLC

CITY OF FAYETTEVILLE

By:



MICHAEL B. SMITH
President

By:

DAN COODY
Mayor

Attest:

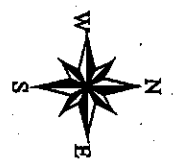
Sondra E. Smith, City Clerk/Treasurer

EXHIBIT "A"
PREMISES DESCRIPTION

EXHIBIT "B"
SURVEY OF PREMISES



FAYETTEVILLE, ARKANSAS



-  City Owned Property For Sale

2W	\$192,000
40W	\$369,999
11W	\$132,000
12W	\$416,999
14W	\$746,999
15W	\$414,200
20W	\$269,999
18EX	\$165,000
29E	\$58,000
30E	\$29,999
31E	\$96,000
32E	\$96,000



APRIL 2, 2002

Agenda Session

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

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith



Tentative Agenda City of Fayetteville Arkansas City Council Meeting June 19, 2007

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

A. CONSENT:

1. **Approval of the June 5, 2007 City Council meeting minutes.**
2. **Fourth Judicial District Drug Task Force Grant:** A resolution to accept a federal grant in the amount of \$178,719.00 and a state grant in the amount of \$35,744.00 for the Fourth Judicial District Drug Task Force for 2007-2008.
3. **Amend Police Department Policy:** A resolution approving an amendment to Fayetteville Police Department Policy 1.2.1 Limits of Authority.
4. **Bid # 05-73 Barloworld Freightliner:** A resolution awarding an additional purchase from Bid # 05-73 to Barloworld Freightliner for the purchase of one (1) additional tandem axle dump truck in the amount of \$90,233.00 for use by the Water & Sewer Division.
5. **Bid # 07-43 Williams Tractor:** A resolution awarding Bid # 07-43 to Williams Tractor for the purchase of one (1) tractor drawn disc mower conditioner in the amount of \$14,699.00 for use by the Water & Sewer Division at the OMI hay farm.
6. **Bid # 07-44 Countryside Farm and Lawn Equipment:** A resolution awarding Bid # 07-44 to Countryside Farm and Lawn Equipment of Springdale for the purchase of two (2) John Deere 6615 Tractors in the amount of \$93,894.00 for use by the Water & Sewer Division at the OMI hay farm.

- ✓ 7. **Bid # 07-45 Williams Tractor:** A resolution awarding Bid # 07-45 to Williams Tractor for the purchase of one (1) large round baler in the amount of \$21,998.00 for use by the Water & Sewer Division at the OMI hay farm.
- ✓ 8. **Bid # 07-48 Prestige Ford:** A resolution-rescinding Resolution No. 63-07; awarding Bid # 07-48 and approving the purchase of one (1) Ford Escape Hybrid from Prestige Ford of Garland, Texas in the amount of \$24,199.00 for use by the Police Division, Parks Patrol.

B. UNFINISHED BUSINESS:

- ✓ 1. **Reliance Standard Insurance Coverage:** A resolution approving an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage. *This resolution was Tabled at the June 5, 2007 City Council meeting to the June 19, 2007 City Council meeting.*
- ✓ 2. **Walker Park Cell Tower:** A resolution to approve a twenty-five year lease with Callahan Tower Joint Venture for a small lot in Walker Park for a monopine cell tower at an annual rent of between \$12,000.00 and \$54,000.00, plus a \$20,000.00 contribution to the Walker Park Mural Project. *This resolution was Tabled at the May 1, 2007 City Council meeting to the June 5, 2007 City Council meeting. This resolution was Tabled at the June 5, 2007 City Council meeting to the June 19, 2007 City Council meeting.*
- ✓ 3. **R-PZD 07-2531 (P.A.H. Facility):** An ordinance establishing a residential planned zoning district titled R-PZD 07-2531, P.A.H. Facility, located at Ivey Lane, 1/4 mile east of highway 265; containing approximately 3.00 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 June 5, 2007 City Council meeting.*

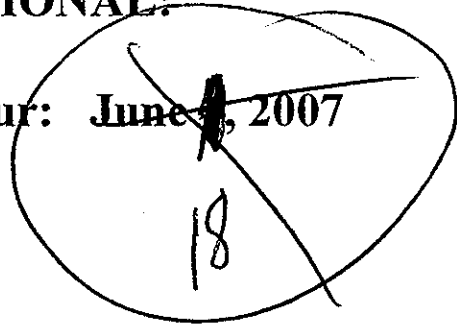
C. NEW BUSINESS:

- ✓ 1. **R-PZD 07-2551 (Champions Club Condos):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 07-2551, Champions Club Condos, located at the southwest corner of Razorback Road and 15th Street, east of the Crowne Apartments; containing approximately 4.42 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Mater Development Plan.
- ✓ 2. **VAC 07-2568 (Mathias Shopping Centers, Inc.):** An ordinance approving VAC 07-2568 submitted by Crafton, Tull, Sparks and Associates for property located at 1267 North Steamboat Drive to vacate utility easements across the subject property as the utilities have been relocated to allow development on the site.
- ✓ 3. **Amend Chapter 161: Zoning Regulations:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend Chapter 161: Zoning Regulations in order to clarify language regulating the height stepback of buildings located in the Main Street Center Zoning District.

- ✓ 4. (ADM 07-2566) Amend Chapters 151, 161, 162, 163 and 166: An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend Chapter 161: Zoning Regulations, Chapter 162: Use Units, Chapter 163: Use Conditions, and Chapter 166: Development in order to assign Use Unit 29: Dance Halls, Use Unit 40: Sidewalk Cafes, and use Unit 5: Government Facilities to appropriate zoning districts and to remove references to the C-4 Zoning District and replace with the Downtown Core Main Street Center, and Downtown General Zoning District in the commercial design standards, and to add Animal Ordinance definitions to Chapter 151: Definitions.
- ✓ 5. (ADM 07-2588) Amend Chapters 151, 161 and 163: An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend Chapter 151: Definitions, Chapter 161: Zoning Regulations and Chapter 163: Use Conditions in order to clarify Artist Studios and Home Occupations and to permit their use in the Downtown Core, Main Street Center and Downtown General Zoning Districts.
- ✓ 6. Smith Communications South Industrial Park Cell Tower Site: A resolution to approve a lease with Smith Communications for a cell tower site in the South Industrial site for an initial rental of \$850.00 monthly with 50/50 revenue sharing of all cell phone antenna revenue after the initial sublessee.

D. INFORMATIONAL:

City Council Tour: ~~June 4, 2007~~



NONE

There were no
Changes or additions.

No requests for
Additional information

all we need is the
Nominating Committee
reports

Pre Agenda Session meeting 6/6/07

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

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith



**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
June 19, 2007**

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

A. CONSENT:

- ✓ 1. **Approval of the June 5, 2007 City Council meeting minutes.**
- ✓ 2. **Fourth Judicial District Drug Task Force Grant:** A resolution to accept a federal grant in the amount of \$178,719.00 and a state grant in the amount of \$35,744.00 for the Fourth Judicial District Drug Task Force for 2007-2008.
- ✓ 3. **Amend Police Department Policy:** A resolution approving an amendment to Fayetteville Police Department Policy 1.2.1 Limits of Authority.
- ✓ 4. **Bid # 05-73 Barloworld Freightliner:** A resolution awarding an additional purchase from Bid # 05-73 to Barloworld Freightliner for the purchase of one (1) additional tandem axle dump truck in the amount of \$90,233.00 for use by the Water & Sewer Division.
- ✓ 5. **Bid # 07-43 Williams Tractor:** A resolution awarding Bid # 07-43 to Williams Tractor for the purchase of one (1) tractor drawn disc mower conditioner in the amount of \$14,699.00 for use by the Water & Sewer Division at the OMI hay farm.
- ✓ 6. **Bid # 07-44 Countryside Farm and Lawn Equipment:** A resolution awarding Bid # 07-44 to Countryside Farm and Lawn Equipment of Springdale for the purchase of two (2) John Deere 6615 Tractors in the amount of \$93,894.00 for use by the Water & Sewer Division at the OMI hay farm.

- ✓ **Bid # 07-45 Williams Tractor:** A resolution awarding Bid # 07-45 to Williams Tractor for the purchase of one (1) large round baler in the amount of \$21,998.00 for use by the Water & Sewer Division at the OMI hay farm.
- ✓ **Bid # 07-48 Prestige Ford:** A resolution rescinding Resolution No. 63-07; awarding Bid # 07-48 and approving the purchase of one (1) Ford Escape Hybrid from Prestige Ford of Garland, Texas in the amount of \$24,199.00 for use by the Police Division, Parks Patrol.

B. UNFINISHED BUSINESS:

- ✓ **1. Reliance Standard Insurance Coverage:** A resolution approving an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage. *This resolution was Tabled at the June 5, 2007 City Council meeting to the June 19, 2007 City Council meeting.*
- ✓ **2. Walker Park Cell Tower:** A resolution to approve a twenty-five year lease with Callahan Tower Joint Venture for a small lot in Walker Park for a monopine cell tower at an annual rent of between \$12,000.00 and \$54,000.00, plus a \$20,000.00 contribution to the Walker Park Mural Project. *This resolution was Tabled at the May 1, 2007 City Council meeting to the June 5, 2007 City Council meeting. This resolution was Tabled at the June 5, 2007 City Council meeting to the June 19, 2007 City Council meeting.*
- ✓ **3. R-PZD 07-2531 (P.A.H. Facility):** An ordinance establishing a residential planned zoning district titled R-PZD 07-2531, P.A.H. Facility, located at Ivey Lane, 1/4 mile east of highway 265; containing approximately 3.00 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 June 5, 2007 City Council meeting.*

C. NEW BUSINESS:

- ✓ **1. R-PZD 07-2551 (Champions Club Condos):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 07-2551, Champions Club Condos, located at the southwest corner of Razorback Road and 15th Street, east of the Crowne Apartments; containing approximately 4.42 acres; amending the Official Zoning Map of the City of Fayetteville; and adopting the Associated Mater Development Plan.
- ✓ **2. VAC 07-2568 (Mathias Shopping Centers, Inc.):** An ordinance approving VAC 07-2568 submitted by Crafton, Tull, Sparks and Associates for property located at 1267 North Steamboat Drive to vacate utility easements across the subject property as the utilities have been relocated to allow development on the site.
- ✓ **3. Amend Chapter 161: Zoning Regulations:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend Chapter 161: Zoning Regulations in order to clarify language regulating the height stepback of buildings located in the Main Street Center Zoning District.

- ✓ 4. (ADM 07-2566) Amend Chapters 151, 161, 162, 163 and 166: An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend Chapter 161: Zoning Regulations, Chapter 162: Use Units, Chapter 163: Use Conditions, and Chapter 166: Development in order to assign Use Unit 29: Dance Halls, Use Unit 40: Sidewalk Cafes, and use Unit 5: Government Facilities to appropriate zoning districts and to remove references to the C-4 Zoning District and replace with the Downtown Core Main Street Center, and Downtown General Zoning District in the commercial design standards, and to add Animal Ordinance definitions to Chapter 151: Definitions.
- ✓ 5. (ADM 07-2588) Amend Chapters 151, 161 and 163: An ordinance amending Title XV: Unified Development Code of the Code of Fayetteville to amend Chapter 151: Definitions, Chapter 161: Zoning Regulations and Chapter 163: Use Conditions in order to clarify Artist Studios and Home Occupations and to permit their use in the Downtown Core, Main Street Center and Downtown General Zoning Districts.
6. **Smith Communications** ^{South Industrial Park} **Cell Tower Site:** A resolution to approve a lease with Smith Communications for a cell tower site in the South Industrial site for an initial rental of ~~between \$1,000.00 and \$2,000.00 monthly depending on the type of cell tower approved and the need for the city to use the tower for its own antennas.~~

\$850.00

See Resolution

D. INFORMATIONAL:

City Council Tour: June 4, 2007

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Dan Coody, Mayor**

THRU: **Sondra Smith, City Clerk**

FROM: **Kit Williams, City Attorney**

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

DATE: **June 20, 2007**

RE: **Ordinances and Resolutions prepared by the City Attorney's Office and passed at the City Council meeting of June 19, 2007**

1. **Fourth Judicial District Drug Task Force Grant:** Resolution to accept a federal grant in the amount of \$178,719.00 and a state grant in the amount of \$35,744.00 for the Fourth Judicial District Drug Task Force for 2007-2008;
2. **Amendment to Police Department Policy:** Resolution approving amendment to Fayetteville Police Department Policy 1.2.1, Limits of Authority;
3. **Bid #05-73 Barloworld Freightliner:** Resolution awarding Bid #05-73 to Barloworld Freightliner for additional purchase of one additional Tandem Axle Dump Truck in amount of \$90,233.00 for use by Water & Sewer Division;
4. **Bid #07-43 Williams Tractor:** Resolution awarding Bid #07-43 to Williams Tractor for purchase of one tractor drawn disc mower conditioner in amount of \$14,699.00 for use by Water & Sewer Division at OMI Hay Farm;
5. **Bid #07-44 Countryside Farm & Lawn Equip.:** Resolution awarding Bid #07-44 to Countryside Farm and Lawn Equipment of Springdale for the purchase of Two John Deere 6615 Tractors in amount of \$93,894.00 for use by Water & Sewer Division at OMI Hay Farm;
6. **Bid #07-45 Williams Tractor:** Resolution awarding Bid #07-45 to Williams Tractor for purchase of one large round baler in amount of \$21,998.00 for use by Water & Sewer Division at OMI Hay Farm;

7. **Bid #07-48 Lewis Ford:** Resolution rescinding Resolution No. 63-07 and awarding Bid #07-48 to Lewis Ford for purchase of one Ford Escape Hybrid in amount of \$24,496.00 for use by Police Division, Parks Patrol;

8. **Reliance Standard Insurance Coverage:** Resolution approving a Memorandum of Agreement with Reliance Standard for employee Life and Long Term Disability Insurance coverage;

9. **Walker Park Cell Tower:** Resolution approving 25-year lease with Smith Communications, LLC for small lot in Walker Park for a monopine cell tower at an annual rent of between \$12,000.00 and \$54,000.00 plus a \$20,000.00 contribution to the Walker Park mural project;

10. **Smith Communications So. Industrial Park Cell Tower Site:** Resolution approving lease with Smith Communications for a cell tower site in the South Industrial site for an initial rental of \$850.00 monthly with 50/50 revenue sharing of all cell phone antenna revenue after the initial Sublessee.

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, Nathan Bogart, 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

City of Fayetteville: Final Agenda 6/19

Was inserted in the Regular Editions on:
June 18, 2007

Publication Charge: \$189.90

Subscribed and sworn to before me
This day of , 2007.

03rd July

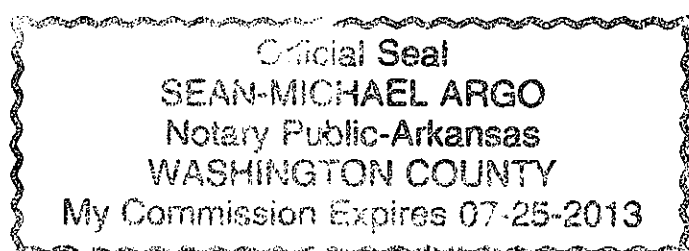
Notary Public

Sean-Michael Argo

My Commission Expires:

07-25-2013

****NOTE** Please do not pay from Affidavit.
Invoice will be sent.**



RECEIVED
JUL 05 2007
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

**FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
JUNE 19, 2007**



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

Nominating Committee Report

Historic District Commission Appointment

The Mayor is recommending the following applicants for appointment:

Karon Reese – One Term Ending 6/30/10
Cheri Coley – One Term Ending 6/30/10

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**D. INFORMATIONAL:
City Council Tour: None**

RECEIVED

JUL 05 2007

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